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, June 23, 2026, beginning at 5:30 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. **PUBLIC HEARING** to Discuss 2026-2027 Budget and Proposed 2026 Tax Rate **9**
   Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent
6. **CONSENT AGENDA ITEMS**

   A) Discussion and Possible Action on Memorandum of Understanding No. 2027-069 Hidalgo County Head Start Program for Special Education and Related Services 22
   Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership

   Presenter: Dr. René Gutiérrez, Superintendent

   B) Discussion and Possible Action on Request for Proposal No. 2024-1018 Library Books, Audiovisual Supplies & Equipment, Software and Related Products and Services (Round 13) 26
   Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

C) Discussion and Possible Action on Request for Proposal No. 2025-1016 Special Education Equipment, Supplies, and Related Products and Services (Round 11) — 28
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

D) Discussion and Possible Action on Industry Training Agreement No. 2027-016 Parent and Family Engagement Program Training and Educational Services with South Texas College — 30
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 (MOU) No. 2027-017 for Student Mental & Behavioral Health Services with Admore Behavioral Therapy, LLC — 38
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

F) Discussion and Possible Action on Memorandum of Understanding 2027-060 Adult Education and Literacy Program with Region One Education Service Center — 44
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

G) Discussion and Possible Action on Request for Proposal No. 2024-1022 Career and Technology Education Instructional Supplies, Materials, Equipment and Related Services (Round 19) — 55
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

H) Discussion and Possible Action on Interlocal Agreement No. 2027-021 with South Texas College (STC) for Achieve Early College High School for the 2026-2027 School Year — 57
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

I) Discussion and Possible Action on Interlocal Agreement No. 2027-022 with South Texas College (STC) for the Rowe High School P-TECH Program for the 2026-2027 School Year — 78
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

J) Discussion and Possible Action on Memorandum of Agreement No. 2027-026 with Tropical Texas Behavioral Health 97
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

K) Discussion and Possible Action on Interlocal Agreement No. 2027-033 OnRamps Program 2026-2027 with The University of Texas at Austin 103
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

L) Discussion and Possible Action on Interlocal Agreement No. 2027-044 with South Texas College (STC) for Dual Credit Programs for the 2026-2027 School Year 125
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

M) Discussion and Possible Action on Interlocal Agreement No. 2027-048 College Awareness with The University of Texas Rio Grande Valley AmeriCorps Program for the 2026-2027 School Year 148
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

N) Discussion and Possible Action on Interlocal Agreement No. 2027-056 Texas Educator Excellence Management System (TEEMS) Subscription with Region 18 Education Service Center 155
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

O) Discussion and Possible Action on Memorandum of Understanding No. 2027-019 Hidalgo County Head Start Program 174
Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

P) Discussion and Possible Action on Rescission of Memorandum of Understanding No. 2027-006 PREP Residency 2026-2027 between McAllen Independent School District and The University of Texas Rio Grande Valley Education Preparation Program ("EPP") which was previously approved on April 28, 2026 (Version 1), and approve Memorandum of Understanding No. 2027-006 PREP Residency 2026-2027 between McAllen Independent School District and The University of Texas Rio Grande Valley ("UTRGV") Education Preparation Program ("EPP") (Version 2) 188
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

Q) Discussion and Possible Action on Memorandum of Understanding No. 2027-031 with Alternative Certification for Teacher-Rio Grande 195

Valley (ACT-RGV) and PSJA for Teacher Residency & Certification Pathways for the 2026-2027 School Year
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

R) Discussion and Possible Action on Memorandum of Understanding No. 2027-041 PREP Grow Your Own (2026–2027) between McAllen Independent School District and Region One ESC 209
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

S) Discussion and Possible Action on No. 2027-065 Employer Partnership Apprenticeship Related Instruction Memorandum of Understanding between McAllen Independent School District and Reach University 215
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

T) Discussion and Possible Action on No. 2027-066 Apprenticeship Pathway Related Instruction Partnership Agreement between McAllen Independent School District and 240 Certification 227
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

U) Discussion and Possible Action on Request for Proposal No. 2026-1032 Student Athletic Insurance and Student Accident Voluntary Insurance 239
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

V) Discussion and Possible Action on Disposal of Out-of-Adoption Instructional Materials through Sale to Used Book Wholesaler 241
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

W) Discussion and Possible Action on Second Amendment to Agreement 2023-140250 McAllen High School Tennis Court Facilities Use Agreement with South Texas College
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

X) Discussion and Possible Action on Request for Proposal No. 2027-1003 Building and Maintenance, Materials, Supplies, Equipment, and Related Services (Round 1) 253
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

Y) Discussion and Possible Action on Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 26) 255

Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

Z) Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 20) 257
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

AA) Discussion and Possible Action on Request for Proposal No. 2026-1031 Districtwide Vending Machine Services 259
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

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

A) **Instructional Services/ Instructional Leadership Item(s)** (Dr. Rosalba De Hoyos and/or Jeanette Nino)

1. Report Regarding Intention to Apply for Federal Grants 275
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

2. Report Regarding School Health and Related Services (SHARS) Program 276
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

3. Discussion and Possible Action for the Approval of Donation for Dr. Carlos Castaneda Elementary 282
Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

4. Discussion and Possible Action on Request for Cooperative Quote No. 2027-1005 Third Party Medicaid Billing Services 283
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

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

1. Discussion and Possible Action of MISD Policy DGBA (LOCAL)- Personnel Management Relations: Employee Complaints/Grievances (Second Reading) 287

Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

2. Discussion and Possible Action by the Board of Trustees of the McAllen Independent School District to Delegate the Superintendent Authority to Hire Chapter 21 Contract and/or Professional At-Will Employees — 295
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

C) **Business and Operations Item(s)** (Lorena Garcia)

1. Report Regarding Child Nutrition Program Strategic Plan — 298
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

2. Report Regarding Bond 2026 — 316
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

3. Discussion and Possible Action of the McAllen Independent School District May and June Budget Amendment for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026 — 345
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

4. Discussion and Possible Action on Compensation Plan for School Year 2026-2027 — 358
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

5. Discussion and Possible Action of the Adoption of the McAllen Independent School District Budget for Fiscal Year Beginning July 1, 2026 and Ending June 30, 2027 — 402
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

6. Discussion and Possible Action on Approval of an Order Authorizing the Issuance by the McAllen Independent School District of its Unlimited Tax School Building Bonds, Series 2026; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of the Bonds; Delegating the Authority to the Board President and the Superintendent to Execute Certain Documents Relating to the Sale of the Bonds; and Providing an Effective Date — 461
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

7. Discussion and Possible Action on Competitive Sealed Proposal No. 2027-1004 Dorothea Brown Middle School Community Track Parking Lot Project — 512
   Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

8. Discussion and Possible Action on Request for Qualifications No. 2026-1039 Bond Underwriting Services — 649
   Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

   Presenter: Dr. René Gutiérrez, Superintendent

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

1. Discussion and Possible Action to Approve Board of Education Meeting Minutes: — 653
   Special Board Meeting - June 2, 2026

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

A) Discussion of Human Resources Recommendation(s) for School Year 2025-2026

B) Discussion of Human Resources Recommendation(s) for the School Year 2026-2027

C) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2025-2026

D) Discussion of Recommendation for the Director of Employee Benefits and Safety/Risk Management Department for the 2026-2027 School Year

E) Discussion of Recommendation for the Principal at Dr. Pablo Perez Elementary for 2026-2027 School Year

F) Discussion Regarding School Safety and Security
   a. 2023-26 (DAR) District Safety and Security Audit Report

G) Pending and/or Potential Litigation

H) Possible Real Estate Acquisition

9. **RECONVENE IN OPEN SESSION**

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

A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2025-2026 — 664
   Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

   Presenter: Dr. René Gutiérrez, Superintendent

B) Discussion and Possible Action of Human Resources Recommendation(s) for the School Year 2026-2027 — 665
   Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

   Presenter: Dr. René Gutiérrez, Superintendent

C) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2025-2026 — 666
   Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

D) Discussion and Possible Action on the Recommendation of the Director of Employee Benefits and Safety/Risk Management Department for the 2026-2027 School Year 667
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

E) Discussion and Possible Action of Recommendation for the Principal at Dr. Pablo Perez Elementary for 2026-2027 School Year 668

Presenter: Presenter: Dr. René Gutiérrez, Superintendent

F) Discussion Regarding School Safety and Security
a. 2023-26 (DAR) District Safety and Security Audit Report

G) Pending and/or Potential Litigation

H) Possible Real Estate Acquisition

11. **ADJOURNMENT**

12. **SCHEDULED MEETINGS**
A. Board Workshop - (Strategic Planning Roundtable) - June 25, 2026 - 5:30 pm - Administration Building/Dr. Ricardo Chapa Board Room

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

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

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Action on June 16, 2026 by 5:00 p.m.
Norma Ramirez, on behalf of Board of Trustees.

Public Hearing
June 23, 2026

2026–2027 Budget and Proposed 2026 Tax Rate

Lorena Garcia
Deputy Superintendent for Business and Operations

Board of Trustees

Lucia Regalado
President

Robert J. Carreon
Vice President

Roberto A. Haddad
Secretary

Dr. Elizabeth Kittleman
Trustee

Sofia M. Peña
Trustee

Erica de la Garza-Lopez
Trustee

Aaron D. Rivera
Trustee

Administrative Staff

Dr. René Gutiérrez
Superintendent

Lorena Garcia
Deputy Superintendent for Business & Operations

Rosalba De Hoyos, Ed. D.
Associate Superintendent for Instructional Services

Jeanette Nino
Associate Superintendent for Instructional Leadership

Dr. Alberto Canales
Chief Human Resources Officer

Joel Garcia, RTSBA
Chief Financial Officer

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.

Public Notice

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The McAllen ISD will hold a public meeting at 5:15PM, June 23, 2026 in DR. RICARDO CHAPA BOARD ROOM/ADMINISTRATION BUILDING OF THE MCALLEN INDEPENDENT SCHOOL DISTRICT, 2000 NORTH 23RD STREET MCALLEN,TX. 78501. **The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.**

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax	$0.7954/$100 (proposed rate for maintenance and operations)
School Debt Service Tax Approved by Local Voters	$0.1368/$100 (proposed rate to pay bonded indebtedness)

Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.

Maintenance and operations	3.75% increase
Debt Service	-8.81 % decrease
Total Expenditures	3.13% increase

Total Appraised Value and Total Taxable Value (as calculated under Section 26.04, Tax Code)

	Preceding Tax Year	Current Tax Year
Total appraised value* of all property	$15,998,743,768	$15,097,070,990
Total appraised value* of new property**	$147,095,526	$203,198,380
Total taxable value*** of all property	$11,311,598,097	$9,713,991,499
Total taxable value*** of new property**	$140,229,190	$195,496,990

*Appraised value is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.
** "New property" is defined by Section 26.012(17), Tax Code.
*** "Taxable value" is defined by Section 1.04(10), Tax Code.

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* $96,968,000

*Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	Maintenance & Operations	Interest & Sinking Fund*	Total	Local Revenue Per Student	State Revenue Per Student
Last Year's Rate	$0.8022	$0.1300	$0.9322	$4,710	$8,075
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	$0.8849	$0.1360	$1.0209	$5,629	$7,696
Proposed Rate	$0.7954	$0.1368	$0.9322	$4,932	$7,892

*The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both. The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	Last Year	This Year
Average Market Value of Residences	$247,114	$249,101
Average Taxable Value of Residences	$122,465	$98,988
Last Year's Rate Versus Proposed Rate per $100 Value	$0.9322	$0.9322
Taxes Due on Average Residence	$1,141.62	$922.77
Increase (Decrease) in Taxes		$-218.85

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is $0.9322. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of $0.9322.

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment.

Maintenance and Operations Fund Balance(s)	$120,468,157
Interest & Sinking Fund Balance(s)	$4,074,553

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

Public Notice was published June 10, 2026.

Tax Rate History

Tax Rate Trend (Per $100)				
Budget Year	Tax Year	Maintenance and Operations	Interest and Sinking	Total Tax Rate
2020-2021	2020	$ 1.0450	$ 0.0936	$ 1.1386
2021-2022	2021	$ 1.0486	$ 0.0884	$ 1.1370
2022-2023	2022	$ 1.0206	$ 0.0758	$ 1.0964
2023-2024	2023	$ 0.8448	$ 0.1563	$ 1.0011
2024-2025	2024	$ 0.8350	$ 0.1616	$ 0.9966
2025-2026	2025	$ 0.8022	$ 0.1300	$ 0.9322
Proposed 2026-2027	2026	$ 0.7954	$ 0.1368	$ 0.9322

Total Tax Rate is maintained at $0.9322

Taxpayer Impact Statement

Taxpayer Impact Statement

(Pursuant to Texas Government Code 551.043(c)(2))

Tax Year	Median-Valued Homestead	Tax Rate per $100 of Value	Estimated Property Tax Bill
2025	$122,465	Adopted 2025 Tax Rate: $0.9322	$1,141.62
2026	$98,988	Proposed 2026 tax rate based on the proposed budget for 2026-27: $0.9322	$922.77

The median-valued homestead for Tax Year 2026 is based on the average taxable value of residences as reported by the Hidalgo County Appraisal District, used as a proxy until the certified median value becomes available. This statement will be updated when certified values are received.

Posted to District website on June 10, 2026.

Budget Summary Report

	2025 - 2026 Actual Budget		
		Aggregate Expenditures	Per Pupil Expenditures
Instruction			
11	Instruction	$150,250,181	$7,731
12	Instructional Resources, Media Services	$3,442,853	$177
13	Curriculum Development & Staff Development	$4,371,659	$225
95	Payment to Juvenile Justice AEP	$40,000	$2
	Total:	$158,104,693	$8,135
Instructional Support			
21	Instructional Leadership	$3,289,082	$169
23	School Leadership	$14,743,073	$759
31	Guidance & Counseling, Evaluation	$11,994,327	$617
32	Social Work Services	$2,013,976	$104
33	Health Services	$3,044,892	$157
36	Co-curricular/ Extra-curricular Activities	$12,423,004	$639
	Total	$47,508,354	$2,444
Central Administration			
41	General Administration	$8,453,567	$435
41 Publish Required Notices	Expenditures to publish all statutorily required public notices in the newspaper by the school district or their representatives.	$18,035	$1
41 Lobbying	Expenditures for "directly or indirectly influencing or attempy to influence the outcome of legislation or administrative action as those terms are defined in Section 305.002, Government Code."	$0	$0
	Total:	$8,471,602	$436

	2026 - 2027 "Proposed" Budget		
		Aggregate Expenditures	Per Pupil Expenditures
Instruction			
11	Instruction	$147,457,112	$7,679
12	Instructional Resources, Media Services	$3,442,659	$179
13	Curriculum Development & Staff Development	$4,568,426	$238
95	Payment to Juvenile Justice AEP	$32,200	$2
	Total:	$155,500,397	$8,098
Instructional Support			
21	Instructional Leadership	$3,297,552	$172
23	School Leadership	$14,846,367	$773
31	Guidance & Counseling, Evaluation	$11,579,233	$603
32	Social Work Services	$2,021,974	$105
33	Health Services	$2,891,303	$151
36	Co-curricular/ Extra-curricular Activities	$10,735,856	$559
	Total	$45,372,285	$2,363
			$0
Central Administration			$0
41	General Administration	$7,746,309	$403
41 Publish Required Notices	Expenditures to publish all statutorily required public notices in the newspaper by the school district or their representatives.	$21,906	$1
41 Lobbying	Expenditures for "directly or indirectly influencing or attempy to influence the outcome of legislation or administrative action as those terms are defined in Section 305.002, Government Code."	$0	$0
	Total:	$7,768,215	$405

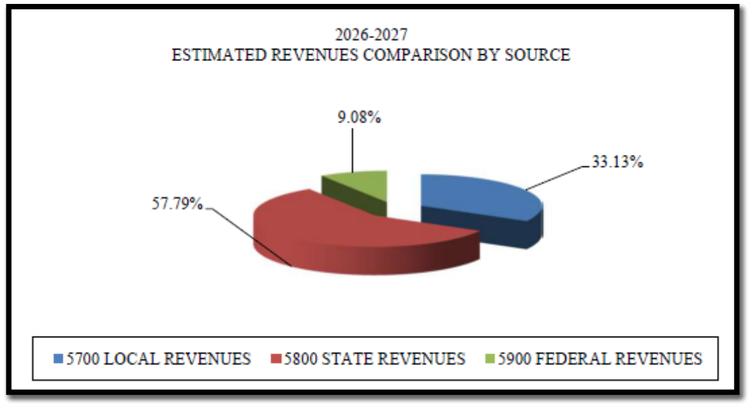
District Operations			
51	Plant Maintenance & Operations	$23,107,471	$1,189
52	Security and Monitoring	$6,603,992	$340
53	Data Processing	$5,598,587	$288
34	Student Transportation	$5,774,048	$297
35	Food Services	$25,196,277	$1,296
	Total:	$66,280,375	$3,410
Debt Service			
71	Debt Service	$35,179,088	$1,810
Other			
61	Community Service	$97,199	$5
81	Facilities Acquisition and Construction	$3,430,416	$177
91	Contracted Instructional Services Between Public schools	$0	$0
92	Incremental Cost Associated with Chapter 41 School Districts	$0	$0
93	Payments to Fiscal Agents for Shared Service Arrangements	$0	$0
97	Payments to Tax Increment Funds	$0	$0
99	Inter-government charges not Defined in Other codes	$1,354,947	$70
	Total:	$4,882,562	$251
	Grand Total:	$320,426,674	

District Operations			
51	Plant Maintenance & Operations	$20,979,813	$1,093
52	Security and Monitoring	$5,929,416	$309
53	Data Processing	$5,463,447	$285
34	Student Transportation	$5,159,522	$269
35	Food Services	$23,991,153	$1,249
	Total:	$61,523,351	$3,204
Debt Service			
71	Debt Service	$16,305,908	$849
Other			
61	Community Service	$98,702	$5
81	Facilities Acquisition and Construction	$0	$0
91	Contracted Instructional Services Between Public schools	$0	$0
92	Incremental Cost Associated with Chapter 41 School Districts	$0	$0
93	Payments to Fiscal Agents for Shared Service Arrangements	$0	$0
97	Payments to Tax Increment Funds	$0	$0
99	Inter-government charges not Defined in Other codes	$1,354,947	$71
	Total:	$1,453,649	$76
	Grand Total:	$287,923,805	
	Difference	-$32,502,869	
	Percent Change	-10.14%	

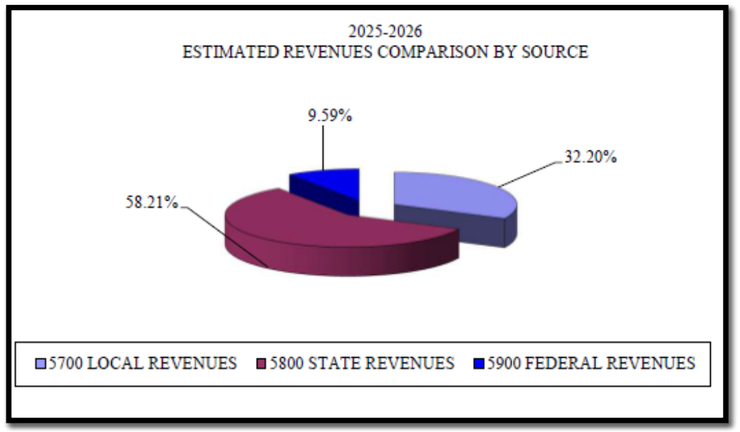
Posted to District website on June 10, 2026.

Revenues by Object Code

Revenue Code	Description	Percent of Total	Proposed Budget 2026-2027 07/01/2026	Revenues Per ADA	Percent of Total	Original Budget 2025-2026 07/01/2025	Revenues Per ADA
5700	LOCAL REVENUES	33.13%	$ 93,759,679	$ 5,351	32.20%	$ 89,791,119	$ 5,077
5800	STATE REVENUES	57.79%	163,549,850	9,334	58.21%	162,342,929	9,179
5900	FEDERAL REVENUES	9.08%	25,693,429	1,466	9.59%	26,739,389	1,512
	Total	100.00%	$ 283,002,958	$ 16,151	100.00%	$ 278,873,437	$ 15,768
7900	OTHER RESOURCES		-	-	-	-	
	FUND BALANCE CONTRIBUTIONS						
	197 MAINTENANCE TAX NOTES		$ 1,963,400	$ 112		$ -	$ -
	199 GENERAL FUND		2,957,447	169		594,328	34
	599 DEBT SERVICE FUND		-	-		-	-
	620 MTN-2020		-	-		1,594,007	90
	Grand Total		$ 287,923,805	$ 16,432		$ 281,061,772	$ 15,892



2026-2027 ADA 17,522



2025-2026 ADA 17,686

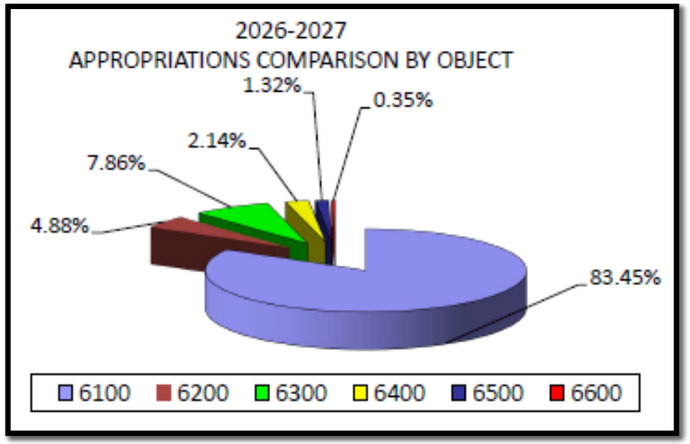
Budget Summary - Appropriations

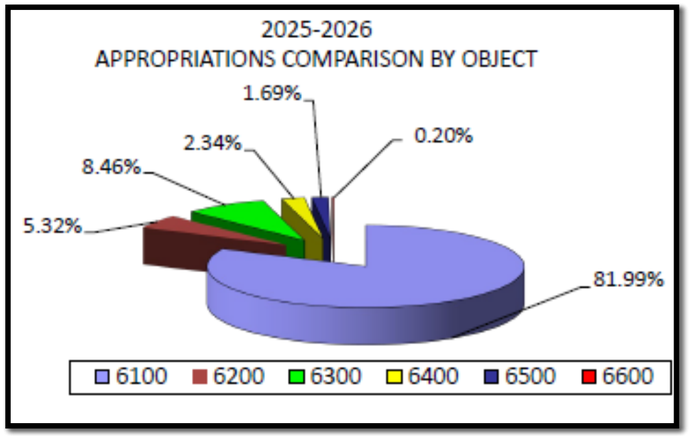
- General
- Debt Service
- Capital Projects Funds

		Proposed Budget 2026-2027 07/01/2026	Original Budget 2025-2026 07/01/2025	Difference
GENERAL FUND				
101	FOOD SERVICE	$ 23,988,780	$ 24,298,657	$ (309,877)
155	COLLEGE CAREER MILITARY READINESS	1,635,480	1,163,673	471,807
156	EARLY EDUCATION ALLOTMENT	4,044,727	3,538,072	506,655
157	DYSLEXIA	1,543,640	1,545,094	(1,454)
158	SCHOOL SAFETY ALLOTMENT	1,446,325	1,446,592	(267)
162	CAREER TECHNICAL ED	9,162,351	9,135,067	27,284
163	ADV LEARNERS/G&T	377,955	390,396	(12,441)
164	BILINGUAL/ESL	1,811,859	2,247,461	(435,602)
173	SPECIAL EDUCATION	29,114,498	26,764,433	2,350,065
183	ATHLETICS	6,986,174	6,380,324	605,850
184	FINE ARTS	2,675,718	2,577,667	98,051
185	TEACHER RETENTION ALLOTMENT	7,809,710	-	7,809,710
193	STATE COMPENSATORY	10,651,175	11,700,703	(1,049,528)
195	ADVERTISING	34,000	34,000	-
197	MAINTENANCE TAX NOTES	1,963,400	3,914,378	(1,950,978)
199	GENERAL FUND	172,000,168	170,428,858	1,571,310
		$ 275,245,960	$ 265,565,375	$ 9,680,585
DEBT SERVICE FUND				
599	DEBT SERVICE FUND	$ 12,677,845	$ 13,902,390	$ (1,224,545)
		$ 12,677,845	$ 13,902,390	$ (1,224,545)
CAPITAL PROJECTS FUND				
620	MTN-2020		1,594,007	(1,594,007)
		$ -	$ 1,594,007	$ (1,594,007)
	Sub-Total All Funds	$ 287,923,805	$ 281,061,772	$ 6,862,033
	Other Uses 8xxx	$ -	$ -	$ -
	Total All Funds	$ 287,923,805	$ 281,061,772	$ 6,862,033

Appropriations by Object Code

Object Code	Description	Percent of Total	Proposed Budget 2026-2027 07/01/2026	Percent of Total	Original Budget 2025-2026 07/01/2025
GENERAL FUND					
6100	PAYROLL COSTS	83.45%	$ 229,673,815	81.99%	$ 217,753,866
6200	PROF & CONTRACTED SERVICES	4.88%	13,425,177	5.32%	14,118,279
6300	SUPPLIES & MATERIALS	7.86%	21,645,185	8.46%	22,468,277
6400	OTHER OPERATING COSTS	2.14%	5,898,328	2.34%	6,214,316
6500	DEBT SERVICE	1.32%	3,628,063	1.69%	4,485,637
6600	CAPITAL OUTLAY	0.35%	975,392	0.20%	525,000
	Total	100.00%	$ 275,245,960	100.00%	$ 265,565,375
DEBT SERVICE FUND					
599	DEBT SERVICE FUND		12,677,845		13,902,390
CAPITAL PROJECTS FUNDS					
620	MTN-2020		-		1,594,007
OTHER USES 8xxx			-		-
	Grand Total		$ 287,923,805		$ 281,061,772
Payroll Costs - Percent of Total less *Non-Monetary On-Behalf		*82.52%		*81.00%	





Accelerated Instruction Funds

	State Compensatory Fund
11 - INSTRUCTION	148,923
12 - INSTRUCTIONAL RES & MEDIA SERV	-
13 - CURR DEV & INSTRUCTIONAL DEV	26,999
23 - SCHOOL LEADERSHIP	20,595
31 - COUNSEL AND EVALUATION	-
61 - COMMUNITY SERVICES	-
Total Appropriations	196,517

Budget Summary

		General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
5700	LOCAL REVENUES	$ 81,081,834	$ 12,677,845	$ -	$ 93,759,679
5800	STATE REVENUES	163,549,850	-	-	163,549,850
5900	FEDERAL REVENUES	25,693,429	-	-	25,693,429
7900	OTHER RESOURCES	-	-	-	-
FUND BALANCE CONTRIBUTIONS:					
197	MAINTENANCE TAX NOTES	1,963,400	-	-	1,963,400
199	GENERAL FUND	2,957,447	-	-	2,957,447
599	DEBT SERVICE FUND	-	-	-	-
620	MTN-2020	-	-	-	-
	Total Revenues and Fund Balance	$ 275,245,960	$ 12,677,845	$ -	$ 287,923,805

- Fund 197 MTN Payment: ($1,963,400) (restricted funds, can only be used for tax note payments)
- Planned Use of General Fund Balance: ($2,957,447)
- Projected Fund Balance (end of 2025-26): $95,067,517
- Projected Fund Balance After 2026-27 Draw: $92,110,070
- Projected Operational Days: 132 Days (district policy minimum: 75 days)

		General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
11	INSTRUCTION	$ 147,457,112	$ -	$ -	$ 147,457,112
12	INSTRUCTIONAL RES & MEDIA SERV	3,442,659	-	-	3,442,659
13	CURR DEV & INSTRUCTIONAL DEV	4,568,426	-	-	4,568,426
21	INSTRUCTIONAL LEADERSHIP	3,297,552	-	-	3,297,552
23	SCHOOL LEADERSHIP	14,846,367	-	-	14,846,367
31	GUIDANCE COUNSELING AND EVAL	11,579,233	-	-	11,579,233
32	SOCIAL WORK SERVICES	2,021,974	-	-	2,021,974
33	HEALTH SERVICES	2,891,303	-	-	2,891,303
34	STUDENT TRANSPORTATION	5,159,522	-	-	5,159,522
35	FOOD SERVICES	23,991,153	-	-	23,991,153
36	EXTRACURRICULAR ACTIVITIES	10,735,856	-	-	10,735,856
41	GENERAL ADMINISTRATION	7,768,215	-	-	7,768,215
51	FACILITIES MAINT & OPERATIONS	20,979,813	-	-	20,979,813
52	SECURITY AND MONITORING SERV	5,929,416	-	-	5,929,416
53	DATA PROCESSING SERVICES	5,463,447	-	-	5,463,447
61	COMMUNITY SERVICES	98,702	-	-	98,702
71	DEBT SERVICE	3,628,063	12,677,845	-	16,305,908
81	FACILITIES ACQ & CONSTRUCTION	-	-	-	-
95	PYMTS TO JUVENILE JUSTICE	32,200	-	-	32,200
99	OTHER INTERGOVT CHARGES	1,354,947	-	-	1,354,947
900	OTHER USES	-	-	-	-
	Total Appropriations	$ 275,245,960	$ 12,677,845	$ -	$ 287,923,805

Note: Fund balance and operational days are projected unaudited amounts as of June 30, 2026, subject to year-end closing entries and annual audit adjustments. Operational days are estimated using 2024-25 spending data, as the 2025-26 audit is not yet complete.

Public Hearing Comments

McAllen ISD thanks you for your continued support.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Memorandum of Understanding No. 2027-069 Hidalgo County Head Start Program for Special Education and Related Services

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Head Start Act Public Law 110-134 allows for Hidalgo County Head Start Program ("HCHSP") to coordinate and collaborate with McAllen Independent School District ("District") to manage a high-quality funded preschool program in the service area. This Memorandum of Understanding ("MOU") will allow McAllen ISD and the Hidalgo County Head Start Program to continue their collaborative efforts in providing special education and related services to eligible preschool-aged children.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Approval of this MOU will enable the District and HCHSP to continue coordinating special education and related services for eligible children ages 3-4. The agreement establishes each party's responsibilities for evaluations, service delivery, and compliance with applicable laws and regulations.

LEGAL REVIEW:

The MOU has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds for these services have been budgeted through local state, and federal funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Memorandum of Understanding No. 2027-069 Hidalgo County Head Start Program for Special Education and Related Services from July 1, 2026 through June 30, 2029.

Attachment: ☑

SUBMITTED BY: Maribelle Elizondo (Jun 15, 2026 15:12:00 CDT)

SUPERVISOR: Jeanette Nino (Jun 15, 2026 17:04:01 CDT)

For further information contact:
Name: Mrs. Maribelle Elizondo, Executive Director for Special Education
Office: 956-618-6053
eMail: Maribelle.Elizondo@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 17:04:44 CDT)

Superintendent of Schools

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

McAllen Independent School District

The **Hidalgo County Head Start Program (HCHSP)** and **McAllen Independent School District (MISD)** agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth herein shall constitute the entire Memorandum of Understanding (**MOU**) between the **HCHSP** and **MISD** and may not be amended except by a written document signed by **HCHSP** and **MISD**.

McAllen Independent School District "MISD" will:

A. Diagnose and document the results of children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to timely evaluate the children with disabilities;

B. The **HCHSP** staff will timely notify the parent(s) in writing of the Individual Education Plans (IEP) meeting prior to scheduled date. The IEP meeting will be conducted in accordance with legal requirements of completing the child's evaluation and in the parent's dominant language;

C. Provide in-service training for Head Start staff as deemed necessary by both parties;

D. Provide necessary special education and related services in accordance with the state and federal statutes and regulations to enrolled children;

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.);

F. Provide on-site (at Head Start Center) services when deemed appropriate in the child's classroom to the greatest extent possible, in accordance with Head Start Performance standards 1302.61 (c)(v);

G. To the extent authorized by law provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents;

H. Provide appropriate records for those children exiting the program;

I. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA);

J. Provide Special Education and related services by personnel meeting certification requirements;

K. Complete and maintain the required documentation for **MISD** and the **HCHSP** staff with the assistance of both Human Resources Departments; and

L. Follow **MISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.

Hidalgo County Head Start "HCHSP" will:

A. Assist **MISD** in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.);

B. Participate in joint training for staff and parents;

C. Secure parental consent for referral to LEA after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation;

D. Participate in resource sharing (i.e. equipment, materials, staff, etc.);

E. Assist in the **MISD's** Fall PEIMS Snapshot child count as appropriate;

F. Participate in the development and implementation of the IEP as appropriate;

G. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children as necessary to participate in off-site related services;

H. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards;

I. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA);

J. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All **HCHSP** records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with parent or guardian's prior written consent and approval; and

L. Follow CDC Guidelines and HCHSP work safe plans due to Covid-19 pandemic.

Collaboration Efforts between McAllen Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services as required by the provisions of each parties' respective program to the client.
- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis and when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Term/Termination:

Termination provisions of this Agreement will be subject to the MOU between Hidalgo County Head Start and McAllen ISD in accordance with the provisions set forth in the agreement.

Term:

This **MOU** is in effect commencing on **July 1, 2026** and terminates on **June 30, 2029**, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This **MOU** is being made in consideration of the following: **McAllen Independent School District** and **Hidalgo County Head Start Program** agree that there will be no financial exchange of monies or other compensation. The parties further agree that they will retain all programmatic revenues generated by the operation of their respective programs.

Executed and effective as of the date of the last signature shown herein below.

McAllen Independent School District

_____ _____

Lucia Regalado *Date*
Board of Trustees, President

Hidalgo County Head Start Program

_____ _____

Honorable Richard Cortez
Hidalgo County Judge

Irma Peña, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Ricardo González, P.C.
DBA, Oxford & González

By:_____
Ricardo González

Jonathan Ball, Staff Attorney
By: _____
Jonathan Ball

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1018 Library Books, Audiovisual Supplies & Equipment, Software and Related Products and Services (Round 13)

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environments

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The McAllen Independent School District solicited proposals for library books, audiovisual supplies & equipment, software and related products and services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards". This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis, upon the Board of Trustees ("Board") approval. One hundred one (101) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Five hundred eighty-four (584) vendors were invited to submit proposals, and ten (10) vendors responded, including seven (7) no bid responses. The evaluation committee, comprised of Jenny Ann Vega Director of Digital Learning and Library Services; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Corina Tijerina, Buyer, evaluated the proposals. Administration is recommending that the three (3) vendors listed on the attached list be awarded for a total of one hundred four (104) vendors, on this RFP.

LEGAL REVIEW:
None required.

BUDGETARY CONSIDERATIONS:
Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:
Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1018 Library Books, Audiovisual Supplies & Equipment, Software and Related Products and Services (Round 13), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: Jenny Ann Vega

SUPERVISOR: Jeanette Nino (Jun 11, 2026 16:01:45 CDT)

SUPERVISOR: Rosalba De Hoyos (Jun 14, 2026 21:05:09 CDT)

For further information contact:
Name: Ms. Jenny Ann Vega, Director of Digital Learning and Library Services
Office: 956-972-5600
eMail: jennyann.vega@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 14:52:05 CDT)

Superintendent of Schools

RECOMMENDED VENDORS
Request for Proposal No. 2024-1018
Library Books, Audiovisual Supplies & Equipment, Software and Related Products and Services (Round 13)

No.	Vendor Name	City	State	Recommendation
1	School Rewards Me LLC	St. George	UT	Qualified
2	Velazquez Press (Academic Learning Company LLC)	El Monte	CA	Qualified
3	YouthLight, LLC	Chapin	SC	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2025-1016 Special Education Equipment, Supplies, and Related Products and Services (Round 11)

REFERENCE: Goal 1: Student Achievement/Student Focus; Strategy 3: Engaging Learning Environments

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The McAllen Independent School District solicited proposals for special education equipment, supplies, and related products and services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards." This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' approval. One hundred six (106) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Eight hundred thirty-five (835) vendors were invited to submit proposals, and fifteen (15) vendors responded, including eight (8) no-bid responses, one (1) previously awarded with changes, and three (3) non-responsive. The evaluation committee, comprised of Maribelle Elizondo, Executive Director for Special Education; Liza Lara, Director of Regional Day School Program for the Deaf; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Corina Tijerina, Buyer, evaluated the proposals. Administration is recommending that the three (3) companies listed on the attached list be approved as qualified vendors, for a total of one hundred nine (109) vendors.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:
Funds for these services have been budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:
Administration recommends that the Board of Trustees approve Request for Proposal No. 2025-1016 Special Education Equipment, Supplies, and Related Products and Services (Round 11), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2028.

Attachment: ☑

SUBMITTED BY: Maribelle Elizondo (May 28, 2026 15:54:05 PDT)

SUPERVISOR: Jeanette Nino (May 29, 2026 08:58:57 CDT)

SUPERVISOR: Rosalba De Hoyos (Jun 1, 2026 09:27:52 CDT)

For further information contact:
Name: Mrs. Maribelle Elizondo, Executive Director for Special Education
Office: (956) 632-3285
eMail: maribelle.elizondo@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 1, 2026 09:57:07 CDT)

Superintendent of Schools

RECOMMENDED VENDORS

Request for Proposal No. 2025-1016

Special Education Equipment, Supplies, and Related Products and Services (Round 11)

No.	Vendor Name	City	State	Recommendation
1	A Sign Language Company (Sign Language Interpreters LLC)	McAllen	TX	Qualified
2	Educational Therapy & Partners, PLLC.	Baytown	TX	Qualified
3	PRO-ED, Inc.	Austin	TX	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Industry Training Agreement No. 2027-016 Parent and Family Engagement Program Training and Educational Services with South Texas College

REFERENCE: Goal 4: Financial Priorities Strategy 5: Partnerships With Business/Civic/Education Organizations

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District has partnered with South Texas College for the past ten (10) years to benefit parents in acquiring skills and knowledge that enhance employment opportunities. In addition, the partnership has allowed participants to earn South Texas College credits by completing courses in various areas.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

South Texas College will provide a family engagement program to District parents. The family engagement program will provide courses in the following areas: cake decorating, welding, mechanics, computers, Business, and CPR. The classes will be offered during the day and in the evenings at the Parent and Community Center at Navarro. Upon successful completion of each course, participants will receive Continuing Education Units ("CEU's") and a certificate of completion.

LEGAL REVIEW:

The Contract has been approved by Legal.

BUDGETARY CONSIDERATIONS:

Funds for these services have been budgeted through state and federal funds. The total program cost will be $66,722.00

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Industry Training Agreement No. 2027-016 Parent and Family Engagement Program Training and Educational Services with South Texas College for School Year 2026-2027.

Attachment: ☑

SUBMITTED BY: Dr. Cynthia Olivarez
Dr. Cynthia Olivarez (May 29, 2026 14:19:01 CDT)

SUPERVISOR: Jeanette Nino (May 29, 2026 17:00:26 CDT)

SUPERVISOR: Rosalba De Hoyos (May 29, 2026 17:07:54 CDT)

For further information contact:
Name: Dr. Cynthia Olivarez, Director of State and Federal Programs
Office: 956-632-3232
Email: Cynthia.Olivarez@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (May 29, 2026 17:19:28 CDT)

Superintendent of Schools

SOUTH TEXAS COLLEGE
Continuing Education and Workforce Development
3201 W. Pecan Blvd. McAllen, TX 78501 T: (956) 872-1694

MEMORANDUM

DATE: May 14, 2026

TO: Dr. Anahid Petrosian, Vice President & Provost for AAED

FROM: Olivia De La Rosa, Dean of Continuing Education and Workforce Development

SUBJECT: **ITA 2027-003 McAllen ISD, Parent and Family Engagement Program**

Document Summary *(Fill out as applicable)*		
☐ **Affiliation Agreement**	☐ **Consulting Service Agreement**	☐ **Lease Agreement**
☐ **Assurance Page**	☐ **Guest Speaker Agreement**	☐ **MOU**
☐ **Art Loan Agreement**	☐ **Guest Artist Agreement**	☐ **Performer Agreement**
☐ **Facility Usage Agreement (FUA)**	☒ **Industry Training Agreement**	☐ **Training Services Agreement**
☐ **Student/Community**	☐ **Interlocal Agreement**	☐ **Other:**
☐ **Employee**		

Supplier/District:	McAllen ISD, Regional School Program for the Deaf	A#:	
Program/Event Title:	Basic, Intermediate, Advanced Cake Decorating, Intro to Welding, Basic Mechanics, Beginners, Intermediate Computers, Business and CPR courses		
Dates:	2026-2027 School Year		
Fees or Compensation:	Fees/Compensation will be paid to STC	Req #:	
Details of Fees/Compensation:	$66,722.00		
Supplier will sign contract:	☐ Before submittal to STC	☒After STC approvals	

Provide a brief explanation of the need for these duties and/or services:

Attached for review and approval is ITA 2027-003 with McAllen ISD, Parent and Family Engagement Program to offer Basic, Intermediate, Advanced Cake Decorating, Intro to Welding, Basic Mechanics, Beginners, Intermediate Computers, Business and CPR courses to their students. Upon completion of the courses, students will receive a certification of completion.

*Please note: this contract had been previously signed. Signature page changed.

Contracts valued at less than $50,000 *do not* need the President's signature unless specified in the contract.

Select One (1) Level of Approval:		*Contracts Mgr. / Accts Rec	Cost Center Mgr.	Dean / Director	Board Approval & Meeting Date	President Approval
☐	**L1 - $0 Fees**	STC Contract			Board approval not needed	Approval needed
☐	**L3 - Over $50,000**					*Approval Required*
☐	**Lease Agreement**					*Approval Required*
☐	**FUA – Employee**					*Approval Required*
					Next Board Meeting Date:	

Upon completion of this process: Please forward a final scanned copy of President/VPFAS/Director of Purchasing approval to:

- ☐ _____ @southtexascollege.edu
- ☐ Division Email: Choose an item.
- ☐ Rose Colorado, AAED Executive AA (rcolorad@southtexascollege.edu)

Level of Approval – Required Signatures

L1	$0 - $9,999	Director of Purchasing
L2	$10,000 - $49,999	VPFAS
L3	Over $50,000+	Board/President

The documents contained herein are complete and meet STC contractual requirements.
Agreements/Contracts over $50,000 must be approved and authorized by the Board and/or the College President, as per Board Policy CF (LOCAL) – Purchasing and Acquisition.

RCVD-AAED
MAY 18 2026

INDUSTRY TRAINING AGREEMENT
South Texas College

This **Industry Training Agreement** ("Agreement") is made and entered into as of the 6th day of April, 2026 (the "Effective Date") and is by and between **SOUTH TEXAS COLLEGE** (**"STC"**), an institution of higher education authorized by the laws and Constitution of the State of Texas, and **MCALLEN INDEPENDENT SCHOOL DISTRICT** (**"Client"**), a Texas public school district.

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

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

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

1. Services and Fees

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

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

2. STC's Responsibilities and Representations

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

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

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

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

3. Client's Responsibilities and Representations

a. The Client shall: i) designate a contact person to communicate with STC about any specific requirements of the training program for which the Services are being provided and in connection with general planning and coordination; ii) refrain from copying, reproducing, creating derivative works, publishing, or further distributing any training materials provided by STC; and iii) make all required payments to STC within 30 days of receipt of the invoice.

b. If the Client fails to make any payment as required by this Agreement, the Client agrees to indemnify STC for all costs and expenses incurred by STC in its efforts to collect all amounts due including, but not limited to, court filing fees, litigation expenses, attorneys' fees, and any bank fees.

4. Default and Termination

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

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

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

d. If STC breaches its obligations under this Agreement, the Client's sole and exclusive remedy will be limited to, at STC's option, the correction or replacement of any of the Services or to the repayment of the portion of the compensation paid by the Client corresponding to the non-conforming Services. STC shall not be liable to the Client for any other damages, either special, direct, indirect, incidental, consequential or otherwise, and in no event shall the liability of STC exceed the total amount paid by the Client under this Agreement.

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

5. Miscellaneous

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

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

c. The Client agrees that STC may use the Client's business name in the promotion of training services.

d. As a public community college of the state of Texas, STC is immune from actions in tort, except those arising from the use of a motor vehicle. Nothing in this Agreement shall be interpreted to constitute a waiver of this immunity by STC or an agreement by the Parties to indemnify or hold each other harmless except as provided for in Section 3.b.

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

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

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

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

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

(STC) SOUTH TEXAS COLLEGE:

By: _____
Dr. Ricardo J. Solis
President

By: _____
Dr. Anahid Petrosian
Vice President & Provost

By: _____
Olivia de la Rosa
Dean

MCALLEN INDEPENDENT SCHOOL DISTRICT:

By: _____
Lucia Regalado
Board of Trustees President

Approved as to form:

By: JOHNATHAN BALL (May 28, 2026 08:24:02 CDT)
Johnathan Ball, Staff Attorney

By: _____
Dr. Cynthia Olivarez
Director of State and Federal Programs

Type of Funding: *Federal __ (if Federal funds, CFDA _____); State __; Local __; Private __*

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

ATTACHMENT A
SERVICES AND COSTS

South Texas College will provide Basic Cake Decorating, Intermediate Cake Decorating, Advanced Cake Decorating, Introduction to Welding, Basic Mechanics, Beginning Computers, Intermediate Computers, Business, and CPR training to McAllen ISD participants. Upon successful completion of each course, participants will receive CEU's (Continuing Education Units) and a Certificate of Completion.

Course Name:	MISD Parent and Family Engagement Program	
Total No. of Hours:	Basic Cake Decorating – 4 Sessions	12 hrs.
	Intermediate Cake Decorating – 4 Sessions	12 hrs.
	Advanced Cake Decorating – 4 Sessions	12 hrs.
	Intro to Welding – 4 Sessions	54 hrs.
	Basic Mechanics – 4 Sessions	20 hrs.
	Beg. Computers – 1 Session	20 hrs.
	Inter. Computers – 1 Session	20 hrs.
	Business – 2 Sessions	20 hrs.
	CPR – 4 Sessions	4 hrs.
Administrator Responsible:	Denise Reyna, Program Developer & Coordinator	
Company Contact:	Dr. Cynthia Olivarez, Director for State and Federal Programs	
Company Billing Address:	2000 N. 23rd St. McAllen, TX 78501	
Dates:	2026 – 2027 School Year	
Time:	TBD	
Location:	MISD Facilities	

Program	# of Sessions	Min # of Students	Tuition per Student	Supplies per Student	Total per Student	Total per Session	Total per all Sessions
Basic Cake Decorating	1	15	$37.20	$60.00	$97.20	$1,458.00	$1,458.00
Basic Cake Decorating	3	15	$37.20	-	$37.20	$558.00	$1,674.00
Intermediate Cake Decorating	1	15	$37.20	$60.00	$97.20	$1,458.00	$1,458.00
Intermediate Cake Decorating	3	15	$37.20	-	$37.20	$558.00	$1,674.00
Advanced Cake Decorating	1	15	$37.20	$90.00	$127.20	$1,908.00	$1,908.00
Advanced Cake Decorating	3	15	$37.20	-	$37.20	$558.00	$1,674.00
Introduction to Welding	4	15	$264.60	$420.00	$684.60	$10,269.00	$41,076.00
Basic Mechanics	4	15	$110.00	-	$110.00	$1,650.00	$6,600.00
Beginning Computers	1	15	$120.00	-	$120.00	$1,800.00	$1,800.00
Intermediate Computers	1	15	$120.00	-	$120.00	$1,800.00	$1,800.00
Business	2	15	$134.00	-	$134.00	$2,010.00	$4,020.00
BLS CPR	4	10	$36.00	$3.50	$39.50	$395.00	$1,580.00
						TOTAL	**$66,722.00**

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

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Memorandum of Understanding (MOU) No. 2027-017 for Student Mental & Behavioral Health Services with Admore Behavioral Therapy, LLC.

REFERENCE: Goal 1 - Student Achievement/Student Focus, Strategy 5 - Partnerships with Business/Civic/ Educational Organizations

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District ("District") has partnered with Admore Behavioral Therapy, LLC for the purpose of making referrals and for the purpose of providing continued care, assessments and treatment of these students identified as requiring services from Admore Behavioral Therapy for behavioral health conditions.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This Memorandum of Understanding outlines the collaboration between the parties to identify and refer Admore students in need of behavioral health screening and assessment services.

LEGAL REVIEW:

The Memorandum of Understanding has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None required.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Memorandum of Understanding No. 2027-017 with Admore Behavioral Health for a term of Two (2) years, effective July 1, 2026, through June 30, 2028. Either party may terminate the MOU with thirty (30) days' written notice. Any modifications must be made in writing and approved by both parties.

Attachment: ☑

SUBMITTED BY: Adrian Garza (Fam Treat)

SUPERVISOR: Jeanette Nino (May 29, 2026 16:21:05 CDT)

SUPERVISOR: Rosalba De Hoyos (May 29, 2026 17:15:56 CDT)

For further information contact:
Name: Mr. Adrian Garza, Family Treatment Program Manager
Office: (956) 926-4813
eMail: adrian.garza@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (May 29, 2026 17:23:22 CDT)

Superintendent of Schools

Department of Purchasing Services

Contract No.: 2027-017

Contract Coversheet and Signature Form
for
Forms/Contracts Requiring Superintendent Approval

This form standardizes the contract process and is to be used as the cover sheet to ensure complete review by appropriate department(s)/campus(es).

Counseling
Department/Campus Name

Adrian Garza	Adrian Garza(Fam Treat)	05/22/2026
Sponsor	Signature	Date
Campus Principal	Signature	Date
Rosalba De Hoyos	Rosalba De Hoyos (May 22, 2026 15:39:31 CDT)	05/22/2026
Department Director	Signature	Date

MEMORANDUM OF UNDERSTANDING BETWEEN ADMORE (ADMORE BEHAVIORAL THERAPY, LLC AND MCALLEN INDEPENDENT SCHOOL DISTRICT (MISD).

This Memorandum of Understanding ("MOU"), effective as of July 1st , 2026, (the "Effective Date"), is entered into by and between ADMORE BEHAVIORAL THERAPY, LLC AND (MCALLEN INDEPENDENT SCHOOL DISTRICT), referred to in this MOU as the "McAllen ISD".

WHEREAS, the Parties are deeply committed to work together for the expressed purpose of improving the educational, social, emotional, and health outcomes of the children and families and;

WHEREAS, the Parties' broad goals are:

1) Creating systems that endure,
2) Providing high quality in/out of school services for students, families, and staff,
3) Empowering and supporting students and educators.

I.

This agreement sets forth the conditions for Admore to work in collaboration with the school district to provide mental/behavioral health education and/or therapy services to youth enrolled at the school district's campuses. It sets forth the understanding between parties regarding referrals made by the school district for programs and services provided by Admore. Participation in any program or services offered through this memorandum will be voluntary and must be consented to by the parent/guardian of each student.

II.

Both parties understand and agree that Admore's program is a fee-for-service program, and our staff are expected to provide billable services. To do this, all students must have the proper consent for service documentation. McAllen ISD personnel are instrumental in securing this documentation. Billable services include face-to-face visits with the child, the parents/guardians or the family, as well as collateral contacts (face-to-face or phone contact) with any of the treatment team members (i.e., School staff, probation officers, etc.). All services are billed to the insurance or funding provider and never to the school and/or school district or the student. This agreement is not intended to create an employee/employer relationship between

Admore Behavioral Therapy and McAllen Independent School District. Nothing in this agreement is to be construed as to create an obligation of the District to compensate, reimburse and/or pay Admore for any services rendered by Admore to students of the District.

III.

TERM AND MODIFICATION

This MOU is effective as of July 1st, 2026. This MOU shall remain in effect until June 30th, 2028 unless terminated by either party pursuant to the terms enumerated herein. Modifications to this MOU must be submitted in writing at least 30 days in advance and approved by both parties represented herein. Intent to terminate participation this MOU must be submitted in writing at least 30 days in advance of termination by either party. Thus, either party has the ability to terminate this agreement upon presentation of a thirty (30) day termination notice.

IV.

RESPONSIBILITIES OF THE PARTIES:

McAllen Independent School District

• Identify and refer, subject to district discretion, students believed to need mental/behavioral health education and/or therapy services.

• When necessity is determined by the district, provide a private workspace from which to provide services at individual campuses. The designated office/room shall be made available to Admore's staff during the school year on days on which schools are in session.

• Assist in acquiring parental/guardian consent for treatment.

Admore Behavioral Therapy:

• Maintain confidentiality of any client/student information which may be learned or witnessed as part of this agreement pursuant to state and federal law.

• Provide qualified staff to perform mental/behavioral health education and/or therapy services to students who qualify for services.

• Obtain necessary consents for services from a child's parent or legal guardian.

• Manage any billings and collections for services rendered. The school or school district shall not be billed for services provided under this agreement.

• Conduct services in accordance with Admore's standards and that of such licensing board(s) under which Admore staff may be licensed.

• Maintain confidentiality of any client information which may be learned or witnessed as part of this agreement.

• Maintain liability and professional insurance coverages for Admore and its staff as appropriate through the duration of this MOU.

• Shall provide services in compliance with all current local, state, and federals laws, rules and regulations and policies of McAllen ISD.

• Shall ensure that all staff completes appropriate screening and backgrounds checks in compliance with state, federal, and policies of McAllen ISD.

V.

INDEMNIFICATION AND HOLD HARMLESS:

Each party shall indemnify and hold the other party harmless from and against any and all liabilities, losses, damages, actions, suits, proceedings, claims, demands, assessments, fines, penalties, fees, judgments, costs and expenses, including reasonable attorney's fees, of every nature and kind which an indemnified party may incur, directly or indirectly, and relating to or arising from the obligations of the parties under this Memorandum. McAllen ISD's indemnification shall only be triggered upon any acts and/or omission for which McAllen ISD's staff and/or employees are found to be civilly liable for.

VI.

BILLING:

Services are billed through Medicaid for students/clients who receive Medicaid and for services authorized by parents and/or guardian. For Clients/students with commercial insurance, Admore shall bill the insurance company for services authorized by parents and/or guardian. A sliding scale payment is available for clients who want to pay out of pocket. Uninsured clients that Admore is unable to provide services to will be referred to one of our partners pursuant to parental and/or guardian consent.

MCALLEN INDEPENDENT SCHOOL DISTRICT

Dr. Rene Gutierrez
Name of Authorized Personnel

Superintendent of Schools
Title

Signature

Date

Approved as to form
by: JOHNATHAN BALL (May 26, 2026 07:46:20 CDT)
Johnathan Ball, Staff Attorney

ADMORE BEHAVIORAL THERAPY

ABIGAIL WYNNE
Name of Authorized Personnel

CEO
Title

Signature

Date

MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____

Name: Lucia Regalado

Title: Board President

Date: _____

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Memorandum of Understanding 2027-060 Adult Education and Literacy Program with Region One Education Service Center

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3: Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Region One Education Service Center's Adult Education Program ("ESC") will provide adult education and literacy instruction for eligible participants. Parents of students in the McAllen Independent School District ("District") will have the opportunity to enroll in classes such as English as a Second Language (ESL) and/or GED in English.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District is partnering with the Education Service Center (ESC) to offer an Adult Education and Literacy Program for eligible participants, in accordance with the Adult Education and Family Literacy Act, Title II of the Workforce Innovation and Opportunity Act.

LEGAL REVIEW:

The Memorandum of Understanding has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Memorandum of Understanding No. 2027-060 Adult Education and Literacy Program with Region One Education Service Center, effective July 1, 2026 through June 30, 2027.

Attachment: ☑

SUBMITTED BY: Cynthia Olivarez

SUPERVISOR: Rosalba De Hoyos (Jun 15, 2026 14:45:50 CDT)

For further information contact:
Name: Dr. Cynthia Olivarez, Director of State & Federal Programs
Office: (956) 632-3232
eMail: Cynthia.Olivarez@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 14:51:42 CDT)

Superintendent of Schools

Memorandum of Understanding

Region One Education Service Center
Adult Education Department

I. PURPOSE AND OBJECTIVES

This Memorandum of Understanding (MOU) establishes a formal partnership between Region One Education Service Center, hereinafter referred to as "Region One ESC", a nonprofit 501(c)(3) organization, and the McAllen Independent School District a nonprofit organization, hereinafter referred to as "McAllen ISD".

The purpose of this partnership is to develop and implement a comprehensive adult education and literacy program for eligible participants under the Adult Education and Family Literacy Act, Title II of the Workforce Innovation and Opportunity Act (WIOA). All eligibility and reporting requirements must be met for students to be counted towards the Region One ESC Adult Education and Literacy (AEL) program performance. The eligibility requirements have been updated to ensure Region One ESC's AEL Program operates in compliance with Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), (as defined in 8 U.S.C. § 1641 and as clarified by the U.S. Department of Education's Notice of Interpretation, 90 Fed. Reg. 45321 (July 11, 2025)) Public Law 104-193 and Executive Order 14218 (Ending Taxpayer Subsidization of Open Borders) by verifying participant eligibility for federally funded adult education services. Our eligibility requirements are subject to change based on new federal rules and regulations, TWC guidance, and/or our Region One ESC program needs.

II. SCOPE OF SERVICES

This partnership may include academic instruction in areas such as, but not limited to, English as a Second Language, high school equivalency/GED preparation, Integrated Education & Training, Workplace Literacy, digital literacy, and other related Adult Education and Literacy (AEL) services designed to support the personal and professional growth of adults.

Region One ESC Adult Education Program Eligibility Criteria:

- Must be a U.S. Citizen, U.S. Non-Citizen National, or Qualified Alien;
- Must present a Photo ID;
- Must reside in the Hidalgo, Starr, and Willacy counties; (this requirement does not apply to the participants receiving Workplace Literacy services as long as the employer resides within these counties);
- Must be at least 16 years of Age;
  (16-18 years-olds who have not attained a high school diploma, or its equivalent must provide proof that they are exempt from the requirements of compulsory school attendance (Texas Education Code (TEC) §25.086));
- Must be authorized to work in the United States;
- If employed, must present wage documentation; and

- Must demonstrate proof of basic-skills deficiency or English language deficiency in the form of an assessment administered in accordance with TWC-approved assessment policies, or lack of a high school diploma or its recognized equivalent.

  All eligibility determinations shall be made in accordance with Region One ESC's approved verification procedures. Partners must follow these procedures exactly and maintain supporting documentation for each participant, which will be subject to audit. Region One ESC will promptly provide updated procedures if TWC or federal guidance changes during the program year.

III. ROLES AND RESPONSIBILITIES

Region One Education Service Center will:

- **Educational Programming**
  Design and deliver a curriculum that meets the academic and vocational needs of eligible participants, aligned with the Texas Workforce Commission (TWC) Adult Education and Literacy (AEL) content standards. The curriculum will be designed to support participants in achieving measurable skill gains (MSGs) and will incorporate both academic and workforce readiness components as required under the TWC AEL guidelines.

- **Funding for Eligible and Non-Eligible Students**
  Ensure fiscal accountability by utilizing WIOA Title II funding exclusively for students eligible for AEL services. Students who are not eligible for AEL services under WIOA Title II funding must be fully funded by the [N/A], and no AEFLA funds may be used in any manner to serve such ineligible students, including for staff time, instructional materials, facility costs, or other resources.

- **Qualified Instructional and Administrative Personnel**
  Ensure instructor qualifications meet AEL program requirements and provide qualified administrative staff to deliver a well-structured adult education and literacy program.

  The Region One ESC AEL program will have complete oversight of the instructional staff, whether they are serving only eligible students or a mix of eligible and ineligible students. AEL administrative personnel will periodically visit classes where AEL services are provided to ensure adherence to AEL requirements and maintain quality assurance standards.

- **Staff Training and Professional Development**
  Provide ongoing professional development to ensure that all instructional staff meet the AEL program's professional development requirements.

- **Instructional Materials and Supplies**
  Provide the necessary instructional materials and course-related supplies, tailored to meet the curriculum requirements and support effective program delivery. **Exhibit A** will specify the resources each party will contribute.

- **Assessment and Reporting**
  Provide and administer TWC AEL Approved Pre- and Post-Tests (NRS-Approved or Alternative Placement) to determine participants' academic functional levels upon entry, track progress, and

tailor instructional approaches to individual learning needs. Also, conduct a variety of formal and informal assessments and ongoing practice exams, to monitor student progress, and measure skill gains.

- **Attendance Reporting**
  Maintain and submit daily attendance records to TWC to ensure accurate tracking of direct face-to-face and proxy instructional hours. These records will be used to monitor participation, assess program engagement, and ensure compliance with TWC program requirements.

- **Withdrawals and Review Process**
  Agree to withdraw any student, employee, or agent of Region One ESC from their assignment to the McAllen ISD facility following consultation with all parties involved, in the event of any violations. Determinations regarding whether a student, employee, or agent of Region One ESC has violated rules and regulations, disclosed information that is confidential by law, or engaged in inappropriate conduct with students or staff shall be made by mutual agreement between both parties.

- **Confidentiality, Privacy, and Security Compliance**
  Agrees to safeguard and adhere to all confidentiality, privacy, and security requirements under this Agreement and applicable federal, state, and local regulations for all confidential information, including those specified in the Texas Workforce Commission (TWC) Adult Education and Literacy (AEL) program guidelines. The release of information will comply with the Texas Public Information Act (PIA) (Chapter 552 of the Texas Government Code) or as otherwise required by law. Region One ESC shall also comply with the Health Insurance Portability and Accountability Act (HIPAA), the Texas Medical Records Privacy Act (TMRPA), and related statutes, rules, and regulations during the performance of services.

  Provide information requested by McAllen ISD regarding the students or employees participating in the Region One ESC AEL Program, unless prohibited by law. Region One ESC shall ensure that any information obtained during the course of services under this Agreement is maintained securely and confidentially and will retain records according to the Texas State Library Archives Commission retention schedule or other applicable laws, whichever is longer.

  Students and Region One ESC employees and agents participating in the Program must comply with McAllen ISD rules and regulations while on premises. They must also adhere to federal and state confidentiality laws and regulations regarding information maintained by [McAllen ISD including confidentiality requirements under the Texas Workforce Commission Adult Education and Literacy program, and refrain from disclosing privileged or confidential communications unless authorized by law.

McAllen Independent School District will:

- **Suitable Facilities**
  Provide a designated space for information, registration, and testing sessions that offers a conducive environment for individuals to receive the essential program information and complete the required pre-program assessments, including eligibility testing.

  Provide appropriate, secure, and equipped classroom spaces within the center to facilitate

effective learning. Classroom spaces should support an environment conducive to education, including the necessary furniture, lighting, and access to necessary technology and computer resources.

Provide access to reliable internet services as deemed necessary for the program.

Ensure fire escape routes and "In case of emergency DIAL 911" signs are posted on the wall and are visible by students in the classroom.

Exhibit A will specify the specific facilities that will be used for the delivery of program services.

- **Operational Support and Security**
  Ensure that the educational environment remains safe and conducive to learning, coordinating with security and administrative staff to maintain an atmosphere that promotes focus and engagement.

  Communicate with the local police department or school district police department to arrange patrol rounds during the day and evening classes, as their schedule can accommodate.

- **Program Accessibility**
  Make the ESL and/or HSE program available to adult learners both within and outside the respective service area. If the program is hosted at a school system facility, adult learners are not required to reside or be zoned to that system to attend the adult classes provided by Region One ESC.

  If the services are being provided as part of a Workplace Literacy program, they will be exclusively available to the employees of the participating company.

Joint Responsibilities:

- **Planning and Implementation**
  Both parties will work together to plan and implement the desired adult education program service(s).

- **Development and Coordination of Schedules**
  Collaborate to establish and implement class schedules that align with McAllen Independent School District operations and the preferred schedule for participating students. This coordination maximizes accessibility and ensures that classes are offered at times that best support student participation and success.

- **Advertisement and Recruitment**
  Both parties will work together to develop and implement effective advertising and recruitment strategies to attract eligible participants to the program. This will include the creation of promotional materials, outreach efforts, and community engagement activities, ensuring that all marketing strategies reach the target audience effectively.

- **Lines of Communication**
  Maintain open lines of communication to address any logistical, security, or scheduling concerns

promptly. A designated point of contact from each party will oversee the execution of agreed-upon activities and protocols. **Exhibit A** will specify the point of contact for each party.

- **Enrollment and Program Performance Tracking Systems**
  The Region One ESC will implement clear systems to track class attendance and program performance data for eligible students, while McAllen ISD will be responsible for establishing their own tracking systems for non-eligible students. (Note: AEL classes may include a mixed population of students, with some eligible for AEL services under WIOA Title II funding and others not eligible. However, the inclusion of non-eligible students will impact the tracking and reporting to the Texas Workforce Commission (TWC)).

- **Evaluation and Continuous Improvement**
  Both parties will support program evaluations and collecting of feedback from students and staff to identify strengths and areas for enhancement. This commitment to improvement ensures the program continues to meet the educational goals of all participants.

IV. DATA SHARING AND CONFIDENTIALITY

Both parties agree to comply with the Family Educational Rights and Privacy Act (FERPA) and other relevant federal and state privacy laws when handling student information. Data sharing will be restricted solely to what is necessary for educational and rehabilitative purposes, ensuring confidentiality and the security of all participant records.

- **Family Educational Rights and Privacy Act (FERPA)**
  This federal law protects the privacy of student education records and applies to all educational institutions receiving federal funding. Under FERPA, personally identifiable information (PII) from education records cannot be disclosed without the consent of the student or parent, except under specific, legally defined circumstances. AEL programs are required to comply with FERPA to safeguard student information and limit data access only to authorized personnel.

- **Workforce Innovation and Opportunity Act (WIOA) Regulations**
  WIOA emphasizes the protection of PII collected during program administration. According to 20 CFR § 677.175, entities administering WIOA programs must implement policies and procedures to protect the confidentiality and integrity of PII and other sensitive information. This includes limiting access to data, using secure systems for data storage and transmission, and ensuring that all handling of data complies with federal and state data protection standards.

Both parties agree to work within the framework of the Adult Education and Literacy (AEL) contracted performance measures as follows:

- **Participant Enrollment Targets**
  Region One ESC will work closely with the McAllen ISD administrators to identify and enroll eligible participants upon intake to meet the mutually established enrollment goals.

- **Measurable Skill Gains (MSGs)**

MSGs will focus on foundational academic skills, vocational training, and essential life skills that support personal and career development in alignment with Texas Workforce Commission (TWC) Adult Education and Literacy (AEL) grant objectives.

Measurable Skill Gains will be assessed at key milestones, most commonly at the completion of set number of instructional hours or for Workplace Literacy programs, upon completion of the established milestones. These assessments will use a combination of standardized tests, performance evaluations, and progress reports from instructors or employers, depending on the service provided. The frequency and methods of assessments will adhere to TWC AEL guidelines to ensure accurate tracking and documentation of participant progress.

For Workplace Literacy program services offered to an identified employer, the MSG gain for each employee will be documented through a satisfactory or better progress report from the employer or training provider. Progress reports may include:

- training reports on milestones completed as the individual masters the required skills, such as:
  - specific occupational competencies, or
  - attainment of specific basic skill learning objectives
- steps to complete an OJT or apprenticeship program,
- increases in pay resulting from newly acquired skills or increased performance as documented by the employer

- **Exit-Based Outcomes**

  Region One ESC and the McAllen ISD will aim to support continued education or workforce engagement for program participants that exit the program. Specific exit-based measures include:

  - **Employed/Enrolled Q2 Post-exit**: Tracking continued education or employment in the second quarter after program exit.
  - **Employed/Enrolled Q2–4 Post-exit**: Monitoring sustained education or employment from the second to fourth quarters post-exit.
  - **Credential Rate**: Emphasizing credential attainment, such as high school equivalency or industry-based certifications.

- **Employment-Based WIOA Federal Performance Measures**:
  - **Effectiveness in Serving Employers**: By providing vocational and work-ready skills, the program prepares participants for future employment, helping meet local workforce needs.
  - **Employed Q2 and Q4 Post-Exit**: Employment outcomes in the second and fourth quarters post-exit will be tracked through partnerships with workforce agencies, helping participants enter the job market.
  - **Median Earnings Q2 Post-exit**: Efforts will be made to collect data on median earnings for employed participants in collaboration with workforce agencies.

By following these regulations and guidelines, the Texas Workforce Commission (TWC) Adult Education and Literacy (AEL) program ensures the protection of personal identifying information, thereby maintaining

the privacy and security of individuals participating in adult education and literacy services. These practices reinforce the commitment of both parties to safeguarding all shared data, using it exclusively for program evaluation, improvement, and meeting FERPA, state, and federal confidentiality standards.

V. PERFORMANCE METRICS AND EVALUATION

Performance indicators will be established to monitor student progress, program participation, and outcomes, helping both parties evaluate the effectiveness of the partnership and adjust as needed.

VI. DURATION AND TERMINATION

The term of this agreement will commence on **July 1, 2026**, and end on **June 30, 2027**, with provisions for automatic annual renewals, subject to mutual agreement. The renewal periods will align with the grant period, starting on July 1st and ending on June 30th.

Either party may terminate the MOU with 30 days' written notice, subject to the terms outlined in the termination clause.

VII. LEGAL AND COMPLIANCE CONSIDERATIONS

Both parties agree to comply with applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.

The parties to this agreement shall: Comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), The American Disabilities Act of 1990 (P.L. 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the parties agree to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no person shall, on the grounds of race, color, national origin, sex, age, disability, political, or religious beliefs be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination and the Texas Revised Civil Statutes Article 4419b-4, Section 5.03 and 5.04 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the actions of the other party. The parties expressly acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by either party of any immunities from suit or from liability to which either party otherwise may be entitled, nor will it be so construed.

VIII. DISPUTE RESOLUTION

Any disputes arising under this MOU will be addressed through designated resolution mechanisms, ensuring that issues are resolved in a manner that supports the partnership's objectives and maintains the continuity of services.

IX. TERMINATION OF MEMORANDUM OF UNDERSTANDING

During the term of this Agreement, if either party becomes unable or fails to satisfactorily provide the services under this Agreement or decides to terminate for no cause, the Agreement may be terminated by either party with a thirty (30) day written notice.

The validity of this agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

Executed this _____ of June 2026.

McAllen Independent School District
2000 N. 23rd Street
McAllen, TX 78501

Lucia Regalado, Board President

Region One Education Service Center
1900 W. Schunior St.,
Edinburg, TX 78541

Dr. Daniel P. King, Executive Director
Region One Education Service Center

Approved as to form:

By: JOHNATHAN BALL (Jun 15, 2026 12:33:44 CDT)
Johnathan Ball, Staff Attorney

EXHIBIT A

Program Service(s): HSE (GED) and/or ESL

Facility to be Used: Navarro Center **Dates Available:** July 1, 2026 – June 30, 2027

Program Contacts

Region One ESC Administrator Contact:	Yoelia Y. Nava
Region One ESC Program Supervisor:	TBD
Region One ESC Program Contact #:	(956) 984-6270
Partner Primary Contact and Title:	**Dr. Cynthia Olivarez, Director for State and Federal Programs**
Partner Program Contact #:	(956) 632-3232

Program Funding Responsibilities

Eligibility Testing Materials:	**Region One ESC** AEL Grant for all **interested** students (used to determine initial student eligibility)
Adult Education and Literacy Instructors:	**Region One ESC** AEL Grant for all **enrolled** students (as class will already be in session for eligible students)
Testing Materials and Vouchers:	**Region One ESC** AEL Grant for **eligible** students, and **N/A** funding for any **ineligible** students (to cover any subsequent assessments beyond the initial baseline)
Online Curriculum/Distance Learning Licenses:	**Region One ESC** AEL Grant for **eligible** students, and **N/A** funding for any **ineligible** students (to provide access to instructional content and assignments)
Supplemental Program Curriculum Materials:	**Region One ESC** AEL Grant for **eligible** students, and **N/A** funding for any **ineligible** students (to support the established benchmarks)
Consumable Instructional Supplies:	**Region One ESC** AEL Grant for **eligible** students, and **N/A** funding for any **ineligible** students (to cover any necessary materials for instruction and classroom activities)
Program Equipment (Computers, Laptops, Chromebooks, etc.)	**N/A** will provide for **eligible and ineligible** students if not already available on-site and as deemed necessary to carry out the established curriculum/ benchmarks

Workplace Literacy Program Services ONLY (Applies to AEL activities offered for specific employers)

Progress milestones AEL participants are expected to meet while enrolled in the program:

1. N/A
2. N/A
3. N/A
4. N/A
5. N/A

The time frame for the participant to meet the progress milestones: N/A

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1022 Career and Technology Education Instructional Supplies, Materials, Equipment and Related Services (Round 19)

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The McAllen Independent School District solicited proposals for career and technology instructional supplies, materials, equipment, and related services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG") Section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards." This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' ("Board") approval. On June 2, 2026, the Board of Trustees approved the award of a vendor that had previously been included in Round 17, decreasing the cumulative total number of awarded vendors to one hundred forty-one (141).

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
One thousand nine hundred four (1,904) vendors were invited to submit proposals, and twenty-four (24) vendors responded, including eighteen (18) no-bid responses and two (2) previously awarded. The evaluation committee comprised of Leo Saenz, Director of Career Technical Education; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Corina Tijerina, Buyer, evaluated the proposals. Administration is recommending that the four (4) vendors on the attached list be awarded, for a total of one hundred forty-five (145) vendors.

LEGAL REVIEW:
None required.

BUDGETARY CONSIDERATIONS:
Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:
Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1022 Career and Technical Education Instructional Supplies, Materials, Equipment and Related Services (Round 19), and award vendors on the attached list, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Rosalba De Hoyos (Jun 14, 2026 21:07:48 CDT)

For further information contact:
Name: Mr. Leo Saenz
Director of Career Technical Education
Office: (956) 632-5181
eMail: leo.saenz@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 12:18:34 CDT)

Superintendent of Schools

RECOMMENDED VENDORS
Request for Proposal No. 2024-1022
Career and Technology Education Instructional Supplies, Materials, Equipment and Related Services (Round 19)

No.	Vendor Name	City	State	Recommendation
1	AndyMark, Inc.	Kokomo	IN	Qualified
2	Cloud Unity LLC	Frisco	TX	Qualified
3	Footsteps2Brilliance, Inc.	Washington	DC	Qualified
4	MegaMinds Inc	Fair Lawn	NJ	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Interlocal Agreement No. 2027-021 with South Texas College (STC) for Achieve Early College High School for the 2026-2027 School Year.

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 6 - Future-Ready Students

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The agreement between South Texas College and McAllen ISD supports Achieve Early College High School, providing students opportunities to earn dual credit, college certificates, and/or an associate degree while completing high school requirements.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The agreement is effective August 17, 2026, through August 17, 2027, and outlines the responsibilities of both parties regarding dual credit instruction, student support services, curriculum alignment, advising, data sharing, and compliance with state and federal requirements. The program expands college and career readiness opportunities for participating students.

LEGAL REVIEW:

The Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds for the dual credit program are budgeted through the College Career Military Readiness Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Interlocal Agreement No. 2026-021 with South Texas College (STC) for the Achieve Early College High School for a period of one (1) year, beginning August 17, 2026 through August 17, 2027.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Rosalba De Hoyos (Jun 14, 2026 21:04:22 CDT)

For further information contact:
Name: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Office: 956-618-6048
eMail: Rosalba.dehoyos@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 12:20:50 CDT)

Superintendent of Schools

Department of Purchasing Services

Contract No.: 2027-021

Contract Coversheet and Signature Form
for
Forms/Contracts Requiring Superintendent Approval

This form standardizes the contract process and is to be used as the cover sheet to ensure complete review by appropriate department(s)/campus(es).

Instructional Services
Department/Campus Name

Sponsor	Signature	Date
Campus Principal	Signature	Date
Dr. Rosalba De Hoyos	Rosalba De Hoyos (Jun 1, 2026 18:26:56 CDT)	06/01/2026
Department Director	Signature	Date

SOUTH TEXAS COLLEGE

Interlocal Agreement

South Texas College
McAllen ISD – Achieve Early College High School

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

TERM
This IA shall be in effect from August 17, 2026 to August 17, 2027, and posted during this term on the College's and School District's respective internet websites.

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

PREAMBLE
WHEREAS the parties to this IA desire to establish **Achieve Early College High School - Early College High School** ("**Early College High School**"), serving grades 9-12, and provide dual enrollment for academic dual credit college courses for high school students free of charge. The student population of the **Early College High School** will be composed of underserved and underrepresented high school students (grades 9-12); consisting of students who are at-risk, economically disadvantaged, first-generation college goers, English learners, and students with disabilities. Potential students for the **Early College High School** may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

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

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

WHEREAS both **Early College High School** and the College are willing and able to participate in the facilitation of this program to benefit the students they both seek to assist.

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

1) STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

a) The Early College High School established under this agreement will be governed by state and federal laws and regulations, school district, and college policies and requirements. The School District shall apply to the Texas Education Agency (TEA) for the establishment and approval of an Early College High School designation. Prior to the yearly designation renewal submission to TEA, the School District shall notify the College of any additional Institution of Higher Education partnership(s), which may impact the continuance of this agreement.

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

2) ACADEMIC POLICIES & PROCEDURES

Academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses and dual credit students. A degree plan with a defined sequence of courses will be available through Degree Works for all dual credit students.

a) Faculty Qualification, Selection, Supervision, and Evaluation

The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called "Dual Credit Faculty") to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure the quality of instruction and compliance with the College's policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). The School District will provide and be responsible for the evaluation and assessment of Dual Credit Faculty for high school credit-only courses conducted at the **Early College High School.** For a comprehensive view of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the ***Dual Credit Programs Instructional and Quality Standards Manual.***

b) Professional Development

Early College High School and the College shall provide opportunities for Dual Credit Faculty to collaborate through planning, teaching, and professional development. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required College departmental meetings, discipline and course-specific College professional development training, and the two Dual Credit professional development days organized by the College held on the Saturday before each full semester begins. The department chairs will provide the meeting schedule to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate with their teaching responsibilities at the high school to attend the required meetings. **Early College High School** will provide common planning time for Dual Credit Faculty.

3) LOCATION, FACILITIES, COSTS AND TRANSPORTATION

Dual credit courses will be held at approved instructional sites in accordance with SACSCOC standards and College policies.

The Designated Texas Education Agency high school site, **Achieve Early College High School** is located at: **1601 North 27th Street, McAllen, TX 78501**

a) *Facilities*

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

- School District will ensure that College Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District will permit access to the College's electronic learning resources and school library spaces when the course is taught at the School District;
- School District offering science or Career and Technical courses will meet all applicable laboratory safety standards and obtain and install all material/equipment required to meet such standards prior to the first-class day. School District will ensure proper maintenance of all lab material/equipment that is used for the College courses offered by the School District in a manner that complies with the College's program requirement; and
- School District will permit the College to perform safety audits and inspections in dual credit classrooms and laboratories.

b) School District instructors approved by the College to be Dual Credit Faculty and approved to teach college level courses will be paid a stipend by the College per class, per semester, as outlined in the College ***Dual Credit Programs Instructional and Quality Standards Manual.***

c) *Tuition and Fees (G1)*

The College waives student tuition for dual credit "S" section college courses. College provides students with access to college resources, and support services at no cost. The School District will be charged tuition and fees as outlined in ***Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2026-2027***.

d) *Eligibility of Students for Financial Assistance*

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

e) *Faculty Charges*

When the College provides the faculty for a dual credit course, including courses given via distance learning, the School District is responsible for the mileage and faculty cost as stipulated in the Dual Credit Course Agreement (DCCA). If the School District cancels a dual credit course with an assigned College Faculty after August 7, 2026 (Fall semester), January 8, 2027 (Spring semester), and May 21, 2027 (Summer I/II/III semester), a Late Dual Credit Section Cancellation Fee will be assessed.

f) *Transportation*

The School District will provide transportation to students enrolled at **Early College High School** in accordance with State law and School District rules and procedures. The School District will also provide transportation for all **Early College High School** field trips and project-based learning activities. Students enrolled in dual credit courses at the College may be transported by the School District.

4) COURSE CURRICULUM, INSTRUCTION, AND GRADING

School Districts that participate in the Dual Credit Programs Designated High Schools at the College will comply with procedures and guidelines as published in the ***Dual Credit Programs Principal Agreement*** and the ***Dual Credit Programs Instructional and Quality Standards Manual,*** including the following:

a) Academic Instructional Calendar

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

b) Course of Study

The **Early College High School** and the College shall provide a course of study that enables a participating student to receive a high school diploma and either a certificate level degree, an associate's degree or 60 semester hours that are transferable and applicable towards a baccalaureate degree during grades 9-12. **Early College High School** students will receive an academic degree plan upon the completion of a career and program of study interest inventory. During a student's senior year, or after completion of the Core Curriculum, courses for field of study programs can be completed according to the College's suggestion of course sequencing. Such courses shall have been evaluated and approved through the official College curriculum approval process and shall be taught at the College level. The College does not offer kinesiology, guided studies, competency-based or developmental courses for dual credit.

c) Curriculum Alignment (G4)

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

d) *Texas Direct Pathways*

The College and the ECHS will offer advising on Texas Direct pathways, as outlined in the approved ECHS partnering high school Instructional Plan. The identified dual credit courses apply to the Texas Core Curriculum and Field of Study (FOS) requirements for the student's intended major, consistent with the Texas Higher Education Coordinating Board's Texas Direct framework. Guidance will be provided on progress toward associate degree conferral upon completion of the Core and applicable FOS that will transfer to Texas public universities.

e) *Books and Supplemental Materials*

The School District will provide textbooks for each registered student, along with equipment and supplemental materials required for the cohort (S sections) classes. The College will consider the use of free open educational resources or low-cost educational resources in courses offered under the program for the School District. College-approved textbooks purchased by the School District as required for a college course are allowed to be used for four (4) years. Chairs may request a change of textbooks earlier than four (4) years, if the textbooks are for technology-based courses or with reasonable justification. Required textbooks and materials shall be available to each registered student on the first-class day. Exceptions must be discussed with the Associate Vice President for Dual Credit Programs and the Department Chair.

f) *Grading Periods and Policies*

Faculty will follow the College Grading System as stated in the College's ***Board TASB Policy EGA — Academic Achievement: Grading and Credit***, as well as the grading criteria in the department approved syllabus. **Early College High School** students will be informed by the instructor of academic progress/grade status prior to the Last Day to Drop/Withdraw at the College. **Early College High School** students struggling to maintain a passing grade will be advised by the instructor or the high school counselor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the college course does not result in a withdrawal from the high school course. **Early College High School** personnel are responsible for advising dual credit students concerning academic progress in the high school component of the course.

g) *Reporting Required: Critical Student Performance Information*

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

STC Faculty

- Will only provide the School District with final course numeric grades, based on a standard 100-point scale upon the School District's request. Such requests must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week.
- Will not be required to submit a midterm course grade.
- Will provide the following Starfish Early Alert Surveys:
    - Fall 2026 and Spring 2027: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
    - Summer 2027: First Week Attendance Verification, and one Progress Survey (Week 3)

Dual Credit Faculty

- Will comply with the guidelines relating to reporting requirements and responsibilities of the Dual Credit Faculty regarding parental inquiries, progress

reports, and disciplinary matters which are found in the Dual Credit Programs Instructional and Quality Standards Manual.

h) *Submission of College Grade*

The primary responsibility for assigning College grades in a dual credit course belongs to the faculty member. Therefore, in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the decision of the faculty member responsible for the course shall be final. College and School District officials will not unreasonably interfere with the faculty member's authority to assign College grades. The final course grade submitted for the College will be a letter grade. A numeric grade based on a standard 100-point scale will be provided by STC Faculty,-upon the School District's request. Such request must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week. The final course grade recorded for the College will be a letter grade and for the high school a numeric grade that may differ from the College letter grade.

5) **DUAL CREDIT POLICIES**

This IA is subject to the following policies:

i. ***Board TASB Policy GH- Relations with Schools and Districts***

ii. ***Board TASB Policy EGA: Academic Achievement – Grading and Credit***

iii. ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships***

6) **STUDENT ENROLLMENT AND SUPPORT SERVICES**

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

a) *Student Eligibility*

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

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's ***Board TASB Policy FB: Admissions.*** The School District will work with the College to make certain all dual credit students are enrolled by the first day of class to help ensure student success and to comply with the College Dual Credit Programs Admission and Registration Timeline. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

High school students are eligible to participate in the Dual Credit Programs upon meeting the Texas Success Initiative (TSI) Assessment benchmark scores established by the THECB

and the College dual credit course pre-requisites as published in the College's ***Dual Credit Programs Enrollment and Support Services Manual***.

Dual credit students must comply with the College's Academic Progress Standards as outlined in ***Board TASB Policy EGA: Academic Achievement – Grading and Credit*** and ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships.***

b) *Non-Degree Seeking*
Participating districts may choose to offer the non-degree seeking eligibility at the high school sites. Dual credit students selecting the non-degree seeking major may enroll in up to 15 credit hours of dual credit courses without fulfilling Texas Success Initiative (TSI) standards. Non-degree seeking students may not enroll in more than two dual credit courses per semester. Additionally, non-degree seeking dual credit students are not eligible to enroll in Regular (Non-S) sections.

Districts are encouraged to establish and implement internal screening requirements, while also recommending courses from the designated instructional plan. Additionally, Dual Credit Programs advisors are required to meet with non-degree seeking students before they complete the maximum of 15 credit hours.

c) *Degree seeking Course Load*
Degree seeking dual credit students may not enroll in college-level courses until the Spring semester of their 9th grade and are then limited to no more than two (2) dual credit courses for that semester from an approved list of recommended courses. All 10th grade students are limited to two (2) dual credit courses per Fall and Spring semester. All 11th and 12th grade students must not exceed four (4) dual credit courses per Fall and Spring semesters**.** Summer session enrollment is limited to two (2) dual credit courses for Summer Term I/III and two (2) dual credit courses for Summer Term II.

Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students may attempt a maximum of 68 credit hours, with the exception of students pursuing the Associate of Science in Mathematics, Associate of Science in Engineering and Associate of Science in Pre-Pharmacy. Course loads in excess of 68 credit hour maximum shall require approval by the Academic Affairs and Economic Development Division Designee.

Students who declare a major leading to a Career and Technical Education (CTE) certificate or associate degree may enroll in academic dual credit courses aligned with the Dual Credit Workforce General Core Table, subject to the dual credit course limitations per semester established in the College's ***Dual Credit Programs Instructional and Quality Standards Manual***. The Dual Credit Programs is subject to all applicable College policies and procedures.

d) *Non-S Section Enrollment*
Students who want to enroll in non-dual credit section(s) must be approved by the Academic Affairs and Economic Development Division Designee. Students can only be enrolled into courses within their current declared major. Any student approved for enrollment in a non-dual credit section(s) will not be assessed the independent student tuition and fee rates based on the Board Approved Tuition & Fee Schedule.

Non-S section requests for 10 or more students in the same course type during the same semester will require an "S" section to be created by the College. Criteria for "Non-S" section designation are available on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11th and 12th graders.

e) *Dual Credit Sections*
Dual credit sections assigned to an STC Faculty and/or Dual Credit Faculty must have a minimum of ten (10) students enrolled in Academic sections and seven (7) in Career Technical Education sections. Dual credit sections with fewer than the minimum enrollment will be canceled no later than the advertised semester deadline. Dual Credit Programs will work with the School District to determine options to combine dual credit courses with partnering School District's approval, if available.

f) *Contingency of Enrollment*
Enrollment in dual credit courses is contingent upon **Early College High School** students' maintaining scholastic progress standards as outlined in the College's Academic Catalog. The **Early College High School** principal's office and counseling center, working with the College's Dual Credit Programs will maintain a schedule of courses that will be offered to every cohort class for planning and advising and share information regarding student enrollment.

g) *Student Attendance Policies*
Early College High School students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days), are in violation of the contract between **Early College High School**, the College, and the Texas Higher Education Coordinating Board (THECB).

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

i. If the course is required for completion under State Board of Education High School graduation requirements, and the school is otherwise unable to offer such a course.

ii. If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.

iii. If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

i) *Collaboration and Outreach Efforts (G1)*
The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, cost, and resources. Sessions are available throughout the academic year upon request by the School District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the program the College's dual credit website.

j) *Advising (G3)*

The College and the School District offer college advising services for dual credit students and the College offers a College Advising Training Program for High School District Counselors.

i. Advising responsibilities by the College and School District are delineated below:
- Plan, schedule and offer advising and student support throughout the academic year;
- Offer orientations and advising sessions that increase student's college knowledge and resources for new and continuing dual credit students;
- Serve as the designated college support services staff for advising dual credit students.

ii. The School District will provide the following services and resources:
- Provide facilities such as classrooms, computer labs, auditoriums or settings that will allow for the College to provide one-to-one advising, online advising or group type advising;
- Provide equipment such as computer technology to facilitate advising or meetings.
- Include and invite additional high school staff or district administration to participate or attend scheduled meetings, trainings or sessions.

The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credits offered and earned.

During each semester, College staff works with eligible dual credit students to begin the admission process and advisement to ensure students are enrolled only into courses from declared majors as agreed upon with each partnering high school Instructional Plan. For non-degree seeking students, College staff will advise based on courses within the Core Curriculum, as established in the campus' Instructional Plan.

In active collaboration with the College, the School District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences. The College and the School District shall also take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual credit course before beginning the course.

k) *Advising Students on Transferability and Applicability (G3)*

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

l) *Counseling and Student Accommodations*

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

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

m) *Pathways Alignment (G2)*
The College provides a comprehensive guide to the alignment of High School endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications.

n) *Course Credit Establishment*
The College provides a procedure for establishing the course credits that may be earned under the Agreement, including developing a course equivalency crosswalk of identifying the number of high school and college credits that may be earned for each course completed through the program.

o) *Transcription of Credit*
The College and the School District will enter and record into their respective transcripts all credits earned for dual credit courses for both college credit and high school credit upon the student completion of the requirements for each course.

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

q) *Student Conduct*
All students, including dual credit students, are subject to discipline and appropriate sanctions ranging from verbal or written warning to suspension and expulsion from the College and all related programming, under the College's Student Handbook and Code of Student Conduct. The Code of Student Conduct is an articulation of the College's commitment to maintaining an environment that recognizes and supports the rights of its students, while providing a guide for defining behaviors the College considers inappropriate. Procedures, including a list of violations, potential sanctions, and a list of individual rights for each student, are listed in the College's Student Handbook, Chapter 2, Code of Student Conduct. Dual credit students who receive a sanction of suspension or expulsion from the College must be removed from the college course and placed in a high school credit course or a traditional high school setting by the School District and, in accordance with Texas State

law, shall have a transcript notation of suspension or expulsion placed on their official record. On request by the student, the College may remove the notation from the official transcript. Further, the College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment. An electronic copy of this Student Handbook and Code of Conduct may be accessed on following link: https://www.southtexascollege.edu/pdf/student_code_of_conduct.pdf

To ensure the safety of dual credit students, access to South Texas College campuses is restricted to their designated South Texas College course schedules during high school hours, unless they are accessing approved college resources.

r) *Ombuds Services*

Ombuds Services may be requested or referred to provide confidential, informal, independent, and neutral dispute resolution services for members of the college. For more information, visit https://studentservices.southtexascollege.edu/srr/ombuds/index.html

s) *Student Complaints*

The College's Grievance and/or Complaint procedures for handling student complaints regarding college courses are applicable to all students, including those enrolled in dual credit courses. Dual credit students who would like to submit reports or complaints shall adhere to **Board TASB Policy *FLD — Student Rights and Responsibilities: Student Complaints*** and follow the relevant processes and procedures detailed in the College's ***Student Handbook*** and/or ***Employee Handbook***, depending on whether the report or complaint relates to another College student or a College employee. Generally, students should report complaints relating to a Dual Credit course to the College. If the student chooses to report to the School District, the School District shall promptly report the matter to the College. The College shall be responsible for implementing the College's Grievance and/or Complaint procedures only if the College has jurisdiction to do so, including, but not limited to, jurisdiction over the educational program or activity, the complainant, and the respondent.

Student reports and complaints alleging sex-based discrimination, harassment, domestic violence, dating violence, stalking, or other sexual misconduct which targets a student in a Dual Credit course will be handled by the College in accordance with the policy and procedures outlined in ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence***. A student may report a grievance or complaint at the following link: https://www.southtexascollege.edu/report/index.html.

7) **DATA SHARING**

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

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

The College will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide the required data in a timely manner to School Districts pursuant to this IA.

The School District shall provide primary and secondary contact, at the District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the College shall not be shared outside the School District without prior authorization from the College.

The School District may request data outside of the scheduled report distribution schedule provided:

- An IA has been executed and is active between the School District and the College.
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date

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

The School District may submit an e-mail request for reports to: dcdatarequest@southtexascollege.edu.

Data Security and Breach Notification

Each party agrees to implement and maintain reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of student education records and any other data shared pursuant to this IA, in compliance with FERPA, applicable Texas law, and each party's internal information security policies.

In the event either party becomes aware of an actual or reasonably suspected unauthorized access, acquisition, use, or disclosure of education records or other confidential data exchanged under this IA ("Data Breach"), the affected party shall notify the other party without unreasonable delay, and in no event later than **five (5) business days** after discovery of the Data Breach, unless a shorter notification period is required by applicable law.

The parties shall cooperate in good faith to investigate the Data Breach, comply with applicable legal notification obligations, and take reasonable steps to prevent a recurrence. Nothing in this section shall require either party to disclose information protected by law from disclosure to the other party or compromise an ongoing law enforcement investigation.

Each party shall be responsible for any legally required notifications to affected individuals arising from a Data Breach caused by its own acts or omissions.

8) **RECOGNITION OF HIGHER EDUCATION PARTNER**

The School District, when reporting and publicizing high school *students' completion* of dual credit **hours earned, number of courses completed, course types**, **degrees**, or **certificates**, will recognize all Higher Education partners, including South Texas College. Furthermore, when the School District advertises and/or publicizes including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize South Texas College as its Higher Education partner. The following statement must be included in all the School District's publications and/or

advertisements in regard to the Dual Credit Programs:

"[ISD name] saves families hundreds of thousands of dollars in tuition and fees by collaborating with South Texas College, our Higher Education partner, to offer college credit hours and college certificates and degrees.

In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College's ***Branding, Marketing, and Advertising Guidelines for South Texas College Dual Credit Programs*** at https://admin.southtexascollege.edu/pr/dual-credit-marketing.html (see Exhibit A for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 9 of this document.

9) **ADMINISTRATION OF STATEWIDE INSTRUMENTS**

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

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

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

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

The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) and its implementing regulations as stated in the College's ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*** and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the College's Board Policy may be accessed on following link: https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf.

Title IX of the Education Amendments of 1972 (20 U.S.C. s1681 et seq) and it's implementing regulations, 34 C.F.R. Part 107 (Title IX) state: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

Title IX resources, policies, and procedures, including the names and contact information of the Title IX Coordinator and any Title IX Deputy Coordinators for the College are located at the following link: https://www.southtexascollege.edu/about/notices/title-ix.html.

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

Pursuant to the following protocol, the School District and the College will work in a collaborative and timely manner in connection with any claims or investigations arising under Section 8 of the South Texas College Dual Credit Programs IA, Exhibit C.

Title IX Protocol

a) The College and the School District acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the School District to establish clarity and coordination with a set of consistent guidelines for each to follow. The general principle is one of establishing a nexus, and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties, in which case jurisdiction exists for both and in most cases will result in collaborative investigations and separate resolutions in accordance with the policies of each party. In all collaborative processes, the parties agree to share investigation-related information with each other to the extent permitted by law.

b) In any complaint where the law permits, the College and the School District agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

c) In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

d) Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party shall normally have primary jurisdiction over the complaint.

e) Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supportive measures to the complainant.

f) Where a party provides only instruction/credit for a course, and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

g) Where a party controls only the venue of a course, and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

h) Control:
   i. A party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course.
   ii. A party who provides instruction in the venue of the other party does not control that venue.

i) Each party's employees are expected/encouraged to participate as witnesses in any resolution process, as necessary.

j) Student:
   i. A student enrolled in a dual-credit course is a student of both parties, regardless of which party has the primary relationship with the student.
   ii. Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual-enrolled/participating in early college.

k) Imposing consequences on a respondent by two parties is appropriate when the student is enrolled within the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

l) Each course should clearly designate which party's educational program the course is part of, and/or whether more than one party is the sponsor/provider of a course.

12) **PREGNANT AND PARENTING SERVICES**

The College is committed to creating and maintaining an inclusive and accessible learning environment for all students. Title IX prohibits discrimination on the basis of sex – including pregnancy, parenting and all related conditions – in educational programs and activities that receive federal funding. In addition, pregnant and parenting students who are enrolled at public institutions of higher education are entitled to the protections set forth in the Texas Education Code including Sections 51.982 & 51.983.

For detailed information please visit the Pregnant and Parenting website at:
https://studentservices.southtexascollege.edu/disability/parenting.html

The South Texas College Pregnant and Parenting Liaison Officer is as follows:
Santa Elisa Peña, M. Ed., LPC-S
Director of Counseling and Student Accessibility Services
Pecan Campus, K 2.900
McAllen, TX 78501
Phone: 956-872-2140
Email: santaep@southtexascollege.edu

For more information, please visit ***Board TASB Policy FAA (Local) — Equal Educational Opportunity: Pregnant and Parenting Students.***

13) **NON-DISCRIMINATION**

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

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

For more information, please visit ***Board TASB Policy FFDB — Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics.***

14) **DISCONTINUATION OF OPERATIONS**

Should the School District or College elect to discontinue the operation of the **Early College High School**, the provisions for serving the students will include the following:

a) Notification of the discontinuation of the operation should be communicated immediately to the partnering high school and College administration.
b) Based on the College's assessment, the last accepted cohort may be allowed to continue as designated until students phase out of the 12th grade.

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

15) **INTERLOCAL AGREEMENT(IA)**

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

The College and the School District reserve the right to terminate this IA, by notice from either party in accordance with this IA or by operation of law. The College or the School District may terminate the IA no fewer than ninety (90) days prior to end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or the School District Superintendent and personally delivered to the other party to this IA.

16) **NOTIFICATIONS OF NON-COMPLIANCE AND TERMINIATION OF AGREEMENT**

If a party fail to comply with any provision of this IA, the other party may issue a Notification of Non-Compliance (Notice). The Notice shall be in writing and shall describe in detail the nature of the alleged non-compliance. The Notice will be provided to the College President or to the School District Superintendent for review and action. Failure to correct any condition of non-compliance within ten (10) business days following receipt of the Notice may, at the option of the party which sent the Notice, result in termination of this IA at the end of the semester during which the Notice was sent. Any provision in this IA which requires performance by either party after the termination of this IA including, without limitation, confidentiality obligations, limitations of liability, and exclusions of damages, and any other provision or partial provision that by its nature

would reasonably extend beyond the termination of this IA, shall be and remain enforceable after such termination of this IA for any reason whatsoever.

IN WITNESS THEREOF, the parties have duly approved this Interlocal Agreement, executed in duplicate originals on this ____ day of _____, 2026.

Dr. Ricardo J. Solis
President
South Texas College

Dr. Rene Gutierrez
Superintendent
McAllen ISD

Chairman, Board of Trustees
South Texas College

President, Board of Trustees
McAllen ISD

Approved as to form

by: JOHNATHAN BALL (Jun 2, 2026 07:54:57 CDT)
Johnathan Ball, Staff Attorney

Exhibit A
Sample Recognition

PSJA ISD
Dec 13, 2025 ·

psjaisd.us
Over 180 PSJA ISD Seniors named Prospective Graduates during South Texas College Fall Comm...

More than 180 PSJA ISD seniors walked the stage at South Texas College's Fall Commencement Ceremony on Saturday, Dec. 13, 2025, at the Bert Ogden Arena, where they were recognized as Prospective Graduates for an Associate Degree or College Certificate. This achievement comes months before they receive their high school diplomas in May 2026.

Approximately 91 students completed Associate Degrees, while 91 earned Industry-Level Certifications in high-demand workforce pathways through the PSJA Academies, expanding their future opportunities in both higher education and the workforce.

Congratulations to our students walking the stage today—we are so proud to celebrate this achievement with you! 🎓

Mercedes High School
Dec 15, 2025 ·

🎓 Welding Warriors Alert! 🎓
13 Mercedes High School students just WELDED their way to success! They officially earned their Structural Welding Certificates from South Texas College at this weekend's Fall Commencement!

MHS is beyond proud of all the hard work and commitment of these exceptional students. They are ready to build the future! Give them a HUGE congrats! 🎉

#MercedesHigh #STCCommencement
#WeldingWarriors #FutureBuilders #CareerReady

IDEA San Juan
8h ·

IDEA San Juan College Prep invites all 8th grade families to attend our P-TECH Parent Information Meetings!
Learn how your child can earn FREE college credit through our partnership with South Texas College.
📅 April 8 or April 22
⏰ 5:30–6:00 PM
📍 IDEA San Juan College Prep

¡IDEA San Juan College Prep invita a todas las familias de 8° grado a nuestras Reuniones Informativas de P-TECH!
Aprenda cómo su estudiante puede obtener créditos universitarios GRATIS a través de nuestra colaboración con South Texas College.
📅 8 o 22 de abril
⏰ 5:30–6:00 PM
📍 IDEA San Juan College Prep

EXHIBIT C

School District Title IX Investigator/Coordinator

As stated in Section 8, the School District hereby designate the Liaison listed below who, the School District certifies, is trained to investigate and address matters relating to Title IX and alleged civil rights violations, including but not limited to claims arising under Title VI and Title VII of the Civil Rights Act, to serve as the authorized liaison to the South Texas College Title IX Coordinator.

The School District Liaison contact information is as follows:

School District Name: _____

High School Name: _____

Liaison's Name: _____

Position Title: _____

Contact Phone Number: _____

Email: _____

This form must be completed in its entirely and submitted to:

Todd C. Nelson, J.D.
Contract and Regulatory Resources Officer
Title IX & 504 Coordinator
3201 West Pecan Blvd., N150
956-872-4664
TitleIX@southtexascollege.edu

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Interlocal Agreement No. 2027-022 with South Texas College (STC) for the Rowe High School P-TECH Program for the 2026-2027 School Year

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 6 - Future-Ready Students

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The agreement between South Texas College and McAllen ISD supports the Rowe High School P-TECH Program, providing students opportunities to earn dual credit, college certificates, and/or an associate degree while completing high school requirements.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The agreement is effective August 17, 2026, through August 17, 2027, and outlines the responsibilities of both parties regarding dual credit instruction, student support services, curriculum alignment, advising, data sharing, and compliance with state and federal requirements. The program expands college and career readiness opportunities for participating students.

LEGAL REVIEW:

The Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds for the dual credit program are budgeted through the College Career Military Readiness Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Interlocal Agreement No. 2026-022 with South Texas College (STC) for the Rowe High School P-TECH Program for a period of one (1) year, beginning August 17, 2026 through August 17, 2027.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Rosalba De Hoyos (Jun 14, 2026 21:03:47 CDT)

For further information contact:
Name: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Office: 956-618-6048
eMail: Rosalba.dehoyos@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 12:21:21 CDT)

Superintendent of Schools

Department of Purchasing Services

Contract No.: 2027-022

Contract Coversheet and Signature Form
for
Forms/Contracts Requiring Superintendent Approval

This form standardizes the contract process and is to be used as the cover sheet to ensure complete review by appropriate department(s)/campus(es).

Instructional Services
Department/Campus Name

Sponsor	Signature	Date
Campus Principal	Signature	Date
Rosalba De Hoyos Department Director	Rosalba De Hoyos (May 29, 2026 17:43:48 CDT) Signature	05/29/2026 Date

Interlocal Agreement

South Texas College

McAllen ISD – Rowe High School - Pathways in Technology Early College High School P-Tech

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

TERM
This IA shall be in effect from August 17, 2026 to August 17, 2027, and posted during this term on the College's and School District's respective internet websites.

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

PREAMBLE
WHEREAS the parties to this IA desire to establish **Rowe High School** ("**P-TECH School**"), serving grades 9-12, and provide dual enrollment for academic dual credit college courses for high school students free of charge. The student population of the **P-TECH School** will be composed of underserved and underrepresented high school students (grades 9-12); consisting of students who are at-risk, economically disadvantaged, first-generation college goers, English learners, and students with disabilities. Potential students for the **P-TECH School** may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

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

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

WHEREAS both **P-TECH School** and the College are willing and able to participate in the facilitation of this program to benefit the students they both seek to assist.

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

1) STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

a) The P-TECH School established under this agreement will be governed by state and federal laws and regulations, school district, and college policies and requirements. The School District shall apply to the Texas Education Agency for the establishment and approval of a P-TECH School designation. Prior to the yearly designation renewal submission to TEA, the School District shall notify the College of any additional Institution of Higher Education partnership(s).

b) A Leadership Team comprised of members of the district and the college will meet regularly as mutually agreed to by both parties to plan and make decisions about the design and fidelity of the implementation of the P-TECH High School Benchmarks. The team will work collaboratively to meet established benchmarks in: (1) School Design, (2) Target Population, (3) Strategic Alliances, (4) Curriculum, Instruction and Assessment, (5) Work Based Learning, and (6) Student Support. As the school moves through the implementation process and scales up to serve grades 9-12, new topics will be addressed to include, but not limited to community partnerships, dual credit, student support systems and expanding the college culture. The Leadership Team will also address issues of sustainability such as regularly reviewing the IA, discussing budget and cost arrangements, planning for leadership changes in the School District and the College if it applies and expanding and enhancing the partnership.

2) ACADEMIC POLICIES & PROCEDURES

Academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses and dual credit students. A degree plan with a defined sequence of courses will be available through Degree Works for all dual credit students.

a) *Faculty Qualification, Selection, Supervision, and Evaluation*
The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called "Dual Credit Faculty") to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure the quality of instruction and compliance with the College's policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). The School District will provide and be responsible for the evaluation and assessment of Dual Credit Faculty for high school credit-only courses conducted at the **P-TECH School**. For a comprehensive view of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the ***Dual Credit Programs Instructional and Quality Standards Manual.***

b) *Professional Development*
P-TECH School and the College shall provide opportunities for Dual Credit Faculty to collaborate through planning, teaching, and professional development. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required College departmental meetings, discipline and course-specific College professional development training, and the two Dual Credit professional development days organized by the College held on the Saturday before each full semester begins. The department chairs will provide the meeting schedule to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate with their teaching responsibilities at the high school to attend the required meetings. **P-TECH School** will provide common planning time for Dual Credit Faculty.

3) LOCATION, FACILITIES, COSTS AND TRANSPORTATION

Dual credit courses will be held at approved instructional sites in accordance with SACSCOC

standards and College policies.

The Designated Texas Education Agency high school site, **Rowe High School** is located at: **2101 N Ware Rd McAllen, TX 78501**

a) *Facilities*
The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction by the first day of class, including the following:
- School District will ensure that College Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District will permit access to the College's electronic learning resources and school library spaces when the course is taught at the School District;
- School District offering science or Career and Technical courses, will meet all applicable laboratory safety standards and obtain and install all material/equipment required to meet such standards prior to the first-class day. School District will ensure proper maintenance of all lab material/equipment that is used for the College courses offered by the School District in a manner that complies with the College's program requirement; and
- School District will permit the College to perform safety audits and inspections in dual credit classrooms and laboratories.

b) School District instructors approved by the College to be Dual Credit Faculty and approved to teach college level courses will be paid a stipend by the College per class, per semester, as outlined in the College's ***Dual Credit Programs Instructional and Quality Standards Manual.***

c) *Tuition and Fees (G1)*
The College waives student tuition for dual credit "S" section college courses. College provides students access to college resources, and support services at no cost. The School District will be charged tuition and fees as outlined in ***Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2026-2027***.

d) *Eligibility of Students for Financial Assistance*
P-TECH School students are eligible for financial assistance for courses taken outside of the course offerings at **P-TECH School**. Tuition is waived when students enroll in dual credit "S" section courses within their selected degree plans. Dual Credit "S" section courses can be taken during a regular (fall or spring) semester or summer and may include non-traditional offerings such as distance learning courses. Enrollment in courses outside of the student's selected degree plan is prohibited by the College.

e) *Faculty Charges*
When the College provides the faculty for a dual credit course, including courses given via distance learning, the School District is responsible for the mileage and faculty cost as stipulated in the Dual Credit Course Agreement (DCCA). If the School District cancels a dual credit course with an assigned College Faculty after August 7, 2026 (Fall semester), January 8, 2027 (Spring semester), and May 21, 2027 (Summer I/II/III semester), a Late Dual Credit Section Cancellation Fee will be assessed

f) *Transportation*
The School District will provide transportation to students enrolled at **P-TECH School** in

accordance with State law and School District rules and procedures. The School District will also provide transportation for all **P-TECH School** field trips and project-based learning activities. Students enrolled in dual credit courses at the College may be transported by the School District.

4) COURSE CURRICULUM, INSTRUCTION, AND GRADING

School Districts that participate in the Dual Credit Programs Designated High Schools at the College will comply with procedures and guidelines as published in the ***Dual Credit Programs Principal Agreement*** and the ***Dual Credit Programs Instructional and Quality Standards Manual,*** including the following:

a) *Academic Instructional Calendar*

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

b) *Course of Study*

The **P-TECH SCHOOL** and the College shall provide a course of study that enables a participating student to receive a high school diploma and either a certificate level degree, an associate's degree or 60 semester hours that are transferable and applicable towards a baccalaureate degree during grades 9-12. **P-TECH School** students will receive an academic degree plan upon the completion of a career and program of study interest inventory. During a student's senior year, or after completion of the Core Curriculum, courses for field of study programs can be completed according to the College's suggestion of course sequencing. Such courses shall have been evaluated and approved through the official College curriculum approval process and shall be taught at the College level. The College does not offer kinesiology, guided studies, competency-based or developmental courses for dual credit.

c) Curriculum Alignment (G4)

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

d) *Books and Supplemental Materials*

The School District will provide textbooks for each registered student, along with equipment, and supplemental materials required for the cohort (S sections) classes. The College will consider the use of free open educational resources or low-cost educational

resources in courses offered under the program for the School District. College-approved textbooks purchased by the School District as required for a college course are allowed to be used for four (4) years. Chairs may request a change of textbooks earlier than four (4) years, if the textbooks are for technology-based courses or with reasonable justification. Required textbooks and materials shall be available to each registered student on the first-class day. Exceptions must be discussed with the Associate Vice President of Dual Credit Programs and the Department Chair.

e) *Grading Periods and Policies*

Faculty will follow the College Grading System as stated in the College's ***Board TASB Policy EGA — Academic Achievement: Grading and Credit***, as well as the grading criteria in the department approved syllabus. **P-TECH School** students will be informed by the instructor of academic progress/grade status prior to the Last Day to Drop/Withdraw at the College. P-TECH SCHOOL students struggling to maintain a passing grade will be advised by the instructor or the high school counselor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the college course does not result in a withdrawal from the high school course. **P-TECH School** personnel are responsible for advising dual credit students concerning academic progress in the high school component of the course.

f) *Reporting Required: Critical Student Performance Information*

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

STC Faculty

- Will only provide the School District with final course numeric grades, based on a standard 100-point scale upon the School District's request. Such requests must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week.
- Will not be required to submit a midterm course grade.
- Will provide the following Starfish Early Alert Surveys:
    - Fall 2026 and Spring 2027: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
    - Summer 2027: First Week Attendance Verification, and one Progress Survey (Week 3)

Dual Credit Faculty

- Will comply with the guidelines relating to reporting requirements and responsibilities of the Dual Credit Faculty regarding parental inquiries, progress reports, and disciplinary matters which are found in the ***Dual Credit Programs Instructional and Quality Standards Manual.***

g) *Submission of College Grade*

The primary responsibility for assigning College grades in a dual credit course belongs to the faculty member. Therefore, in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the decision of the faculty member responsible for the course shall be final. College and School District officials will not unreasonably interfere with the faculty member's authority to assign College grades. The final course grade submitted for the College will be a letter grade. A numeric grade based on a standard 100-point scale will be provided by STC Faculty, upon the School District's request. Such request must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week. The final course grade recorded for the College will be a letter grade and for the high school a numeric grade that may differ from the College letter grade.

5) **DUAL CREDIT POLICIES**

This IA is subject to the following policies:

i. ***Board TASB Policy GH- Relations with Schools and Districts***

ii. ***Board TASB Policy EGA: Academic Achievement – Grading and Credit***

iii. ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships***

6) **STUDENT ENROLLMENT AND SUPPORT SERVICES**

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

a) *Student Eligibility*

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

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's ***Board TASB Policy FB: Admissions.*** The School District will work with the College to make certain all dual credit students are enrolled by the first day of class to help ensure student success and to comply with the College Dual Credit Programs Admission and Registration Timeline. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

High school students are eligible to participate in the Dual Credit Programs upon meeting the Texas Success Initiative (TSI) Assessment benchmark scores established by the THECB and the College dual credit course pre-requisites as published in the College's ***Dual Credit Programs Enrollment and Support Services Manual***.

Dual credit students must comply with the College's Academic Progress Standards as outlined in ***Board TASB Policy EGA: Academic Achievement – Grading and Credit*** and ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships.***

b) *Non-Degree Seeking*

Participating districts may choose to offer the non-degree seeking option at high school sites. Dual credit students selecting the non-degree seeking major may enroll in up to 15 credit hours of dual credit courses without fulfilling Texas Success Initiative (TSI) standards. Non-degree seeking students may not enroll in more than two dual credit courses per semester. Additionally, non-degree seeking dual credit students are not eligible to enroll in Regular (Non-S) sections.

Districts are encouraged to establish and implement internal screening requirements, while also recommending courses from the designated instructional plan. Additionally, Dual Credit Programs advisors are required to meet with non-degree seeking students before they complete the maximum of 15 credit hours.

c) *Degree seeking Course Load*

Degree seeking dual credit students may not enroll in college-level courses until the Spring semester of their 9th grade and are then limited to no more than two (2) dual credit courses for that semester from an approved list of recommended courses. All 10th grade students are limited to two (2) dual credit courses per Fall and Spring semester. All 11th and 12th grade students must not exceed four (4) dual credit courses per Fall and Spring semesters**.** Summer session enrollment is limited to two (2) dual credit courses for Summer Term I/III and two (2) dual credit courses for Summer Term II.

Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students may attempt a maximum of 68 credit hours, with the exception of students pursuing the Associate of Science in Mathematics, Associate of Science in Engineering and Associate of Science in Pre-Pharmacy. Course loads in excess of 68 credit hour maximum shall require approval by the Academic Affairs and Economic Development Division Designee.

Students who declare a major leading to a Career and Technical Education (CTE) certificate or associate degree may enroll in academic dual credit courses aligned with the Dual Credit Workforce General Core Table, subject to the dual credit course limitations per semester established in the College's ***Dual Credit Programs Instructional and Quality Standards Manual***. The Dual Credit Programs is subject to all applicable College policies and procedures.

d) *Non-S Section Enrollment*

Students who want to enroll in non-dual credit section(s) must be approved by the Academic Affairs and Economic Development Division Designee. Students can only be enrolled into courses within their current declared major. Any student approved for enrollment in a non-dual credit section(s) will not be assessed the independent student tuition and fee rates based on the Board Approved Tuition & Fee Schedule.

Non-S section requests for 10 or more students in the same course type during the same semester will require an "S" section to be created by the College. Criteria for "Non-S" section designation are available on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11th and 12th graders.

e) *Dual Credit Sections*

Dual credit sections assigned to an STC Faculty and/or Dual Credit Faculty must have a minimum of ten (10) students enrolled in Academic sections and seven (7) in Career Technical Education sections. Dual credit sections with fewer than the minimum enrollment will be canceled no later than the advertised semester deadline. Dual Credit Programs will work with the School District to determine options to combine dual credit courses with partnering School District's approval, if available.

f) *Contingency of Enrollment*

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

g) *Student Attendance Policies*

P-TECH School students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore,

absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days), are in violation of the contract between **P-TECH School**, the College, and the Texas Higher Education Coordinating Board (THECB).

h) *Student Composition of Class*

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

i. If the course is required for completion under State Board of Education High School graduation requirements, and the school is otherwise unable to offer such a course.

ii. If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.

iii. If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

i) *Collaboration and Outreach Efforts (G1)*

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

j) *Advising (G3)*

The College and the School District offer college advising services for dual credit students and the College offers a College Advising Training Program for High School District Counselors.

i. Advising responsibilities by the College and School District are delineated below:

- Plan, schedule and offer advising and student support throughout the academic year;
- Offer orientations and advising sessions that increase student's college knowledge and resources for new and continuing dual credit students;
- Serve as the designated college support services staff for advising dual credit students.

ii. The School District will provide the following services and resources:

- Provide facilities such as classrooms, computer labs, auditoriums or settings that will allow for the College to provide one-to-one advising, online advising or group type advising;
- Provide equipment such as computer technology to facilitate advising or meetings.
- Include and invite additional high school staff or district administration to participate or attend scheduled meetings, trainings or sessions.

The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credits offered and earned.

During each semester, College staff works with eligible dual credit students to begin the

admission process and advisement to ensure students are enrolled only into courses from declared majors as agreed upon with each partnering high school Instructional Plan. For non-degree seeking students, College staff will advise based on courses within the Core Curriculum, as established in the campus' Instructional Plan.

In active collaboration with the College, the School District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences. The College and the School District shall also take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual credit course before beginning the course.

k) *Advising Students on Transferability and Applicability (G3)*
The College will provide advising opportunities to students as to the transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

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

The School District will be responsible for implementing policies and procedures to enable students to identify disability needs and to provide academic accommodation for dual credit students. If the class is taught at the high school by a Dual Credit Faculty, the School District's high school will be responsible for providing academic accommodation. If the class is taught by a STC Faculty at the high school, the College Counselor will coordinate academic accommodations with the high school's Special Education Counselor. Students are not eligible to receive and/or otherwise utilize Individual Education Plans (IEP's) in Dual Credit courses. All procedures and guidelines are outlined in the College ***Dual Credit Programs Enrollment and Support Services Manual***.

An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

m) *Pathways Alignment (G2)*
The College provides a comprehensive guide to the alignment of High School endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications.

Course Credit Establishment
The College provides a procedure for establishing the course credits that may be earned under the Agreement, including developing a course equivalency crosswalk of identifying the number of high school and college credits that may be earned for each course completed through the program.

Transcription of Credit
The College and the School District will enter and record into their respective transcripts all credits earned for dual credit courses for both college credit and high school credit upon the student completion of the requirements for each course.

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

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

p) *Student Complaints*
The College's Grievance and/or Complaint procedures for handling student complaints regarding college courses are applicable to all students, including those enrolled in dual credit courses. Dual credit students who would like to submit reports or complaints shall adhere to **Board TASB Policy *FLD — Student Rights and Responsibilities: Student Complaints*** and follow the relevant processes and procedures detailed in the College's ***Student Handbook*** and/or ***Employee Handbook***, depending on whether the report or complaint relates to another College student or a College employee. Generally, students should report complaints relating to a Dual Credit course to the College. If the student chooses to report to the School District, the School District shall promptly report the matter to the College. The College shall be responsible for implementing the College's Grievance and/or Complaint procedures only if the College has jurisdiction to do so, including, but not limited to, jurisdiction over the educational program or activity, the complainant, and the respondent.

Student reports and complaints alleging sex-based discrimination, harassment, domestic violence, dating violence, stalking, or other sexual misconduct which targets a student in a Dual Credit course will be handled by the College in accordance with the policy and procedures outlined in ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence***. A student may report a grievance

or complaint at the following link: https://www.southtexascollege.edu/report/index.html.

To ensure the safety of dual credit students, access to South Texas College campuses is restricted to their designated South Texas College course schedules during high school hours, unless they are accessing approved college resources. such as Student Support Services, the library, or the Center for Learning Excellence (CLE).

q) *Ombuds Services*

Ombuds Services may be requested or /referred to provide confidential, informal, independent, and neutral dispute resolution services for members of the college. For more information, visit https://studentservices.southtexascollege.edu/srr/ombuds/index.html

7) DATA SHARING

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

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

The College will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide the required data in a timely manner to School Districts pursuant to this IA.

The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the College shall not be shared outside the School District without prior authorization from the College.
The School District may request data outside of the scheduled report distribution schedule provided:

- An IA has been executed and is active between the School District and the College.
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date.

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

Data Security and Breach Notification

Each party agrees to implement and maintain reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of student education records and any other data shared pursuant to this IA, in compliance with FERPA, applicable Texas law, and each party's internal information security policies.

In the event either party becomes aware of actual or reasonably suspected unauthorized access,

acquisition, use, or disclosure of education records or other confidential data exchanged under this IA ("Data Breach"), the affected party shall notify the other party without unreasonable delay, and in no event later than five (5) business days after discovery of the Data Breach, unless a shorter notification period is required by applicable law.

The parties shall cooperate in good faith to investigate the Data Breach, comply with applicable legal notification obligations and take reasonable steps to prevent a recurrence. Nothing in this section shall require either party to disclose information protected by law from disclosure to the other party or compromise an ongoing law enforcement investigation.

Each party shall be responsible for any legally required notifications to affected individuals arising from a Data Breach caused by its own acts or omissions. Partners may submit an e-mail request for reports to: dcdatarequest@southtexascollege.edu

8) RECOGNITION OF HIGHER EDUCATION PARTNER

The School District, when reporting and publicizing high school *students' completion* of dual credit **hours earned, number of courses completed, course types**, **degrees**, or **certificates**, will recognize all Higher Education partners, including South Texas College. Furthermore, when the School District advertises and/or publicizes including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize South Texas College as its Higher Education partner. The following statement must be included in all the School District's publications and/or advertisements in regards to the Dual Credit Programs:

"[ISD name] saves families hundreds of thousands of dollars in tuition and fees by collaborating with South Texas College, our Higher Education partner, to offer college credit hours and college certificates and degrees.

In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College's ***Branding, Marketing, and Advertising Guidelines for South Texas College Dual Credit Programs*** at https://admin.southtexascollege.edu/pr/dual-credit-marketing.html (see Exhibit A for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 9 of this document.

9) ADMINISTRATION OF STATEWIDE INSTRUMENTS

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

10) PROVISIONS FOR REVIEWING DATA FOR PROGRAM IMPROVEMENTS

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

11) TITLE IX OF THE EDUCATION AMENDMENTS 1972

The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) and its implementing regulations as stated in the College's ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*** and the School District Title IX policy in resolving incidents and complaints. An

electronic copy of the College's Board Policy may be accessed on following link: https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf.

Title IX of the Education Amendments of 1972 (20 U.S.C. s1681 et seq) and it's implementing regulations, 34 C.F.R. Part 107 (Title IX) state: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

Title IX resources, policies, and procedures, including the names and contact information of the Title IX Coordinator and any Title IX Deputy Coordinators for the College are located at the following link: https://www.southtexascollege.edu/about/notices/title-ix.html.

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

Pursuant to the following protocol, the School District and the College will work in a collaborative and timely manner in connection with any claims or investigations arising under Section 8 of the South Texas College Dual Credit Programs IA, Exhibit C.

Title IX Protocol

a) The College and the School District acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the School District to establish clarity and coordination with a set of consistent guidelines for each to follow. The general principle is one of establishing a nexus, and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties, in which case jurisdiction exists for both and in most cases will result in collaborative investigations and separate resolutions in accordance with the policies of each party. In all collaborative processes, the parties agree to share investigation-related information with each other to the extent permitted by law.

b) In any complaint where the law permits, the College and the School District agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

c) In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

d) Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party shall normally have primary

jurisdiction over the complaint.

e) Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supportive measures to the complainant.

f) Where a party provides only instruction/credit for a course, and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

g) Where a party controls only the venue of a course, and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

h) Control:
   i. A party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course.
   ii. A party who provides instruction in the venue of the other party does not control that venue.

i) Each party's employees are expected/encouraged to participate as witnesses in any resolution process, as necessary.

j) Student:
   i. A student enrolled in a dual-credit/early college course is a student of both parties, regardless of which party has the primary relationship with the student.
   ii. Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual-enrolled/participating in early college.

k) Imposing consequences on a respondent by two parties is appropriate when the student is enrolled within the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

l) Each course should clearly designate which party's educational program the course is part of, and/or whether more than one party is the sponsor/provider of a course.

12) PREGNANT AND PARENTING SERVICES

The College is committed to creating and maintaining an inclusive and accessible learning environment for all students. Title IX prohibits discrimination on the basis of sex – including pregnancy, parenting and all related conditions – in educational programs and activities that receive federal funding. In addition, pregnant and parenting students who are enrolled at public institutions of higher education are entitled to the protections set forth in the Texas Education Code including Sections 51.982 & 51.983.

For detailed information please visit the Pregnant and Parenting website at:

https://studentservices.southtexascollege.edu/disability/parenting.html

The South Texas College Pregnant and Parenting Liaison Officer is as follows:
Santa Elisa Peña, M. Ed., LPC-S
Director of Counseling and Student Accessibility Services
Pecan Campus, K 2.900
McAllen, TX 78501
Phone: 956-872-2140
Email: santaep@southtexascollege.edu

For more information, please visit ***Board TASB Policy FAA (Local) — Equal Educational Opportunity: Pregnant and Parenting Students.***

13) NON-DISCRIMINATION

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

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

For more information, please visit ***Board TASB Policy FFDB — Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics.***

14) DISCONTINUATION OF OPERATIONS

Should the School District or College elect to discontinue the operation of the **P-TECH School**, the provisions for serving the students will include the following:

a) Notification of the discontinuation of the operation should be communicated immediately to the partnering high school and College administration.
b) Based on the College's assessment, the last accepted cohort may be allowed to continue as designated until students phase out of the 12th grade.

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

15) INTERLOCAL AGREEMENT(IA)

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

The College and the School District reserve the right to terminate this IA, by notice from either party in accordance with this IA or by operation of law. The College or the School District may terminate the IA no fewer than ninety (90) days prior to end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President

or the School District Superintendent and personally delivered to the other party to this IA.

16) NOTIFICATIONS OF NON-COMPLIANCE AND TERMINIATION OF AGREEMENT

If a party fail to comply with any provision of this IA, the other party may issue a Notification of Non-Compliance (Notice). The Notice shall be in writing and shall describe in detail the nature of the alleged non-compliance. The Notice will be provided to the College President or to the School District Superintendent for review and action. Failure to correct any condition of non-compliance within ten (10) business days following receipt of the Notice may, at the option of the party which sent the Notice, result in termination of this IA at the end of the semester during which the Notice was sent. Any provision in this IA which requires performance by either party after the termination of this IA including, without limitation, confidentiality obligations, limitations of liability, and exclusions of damages, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this IA, shall be and remain enforceable after such termination of this IA for any reason whatsoever.

IN WITNESS THEREOF, the parties have duly approved this Interlocal Agreement, executed in duplicate originals on this _____day of _____, 2026.

Dr. Ricardo J. Solis
President
South Texas College

Dr. Renee Gutierrez
Superintendent
McAllen ISD

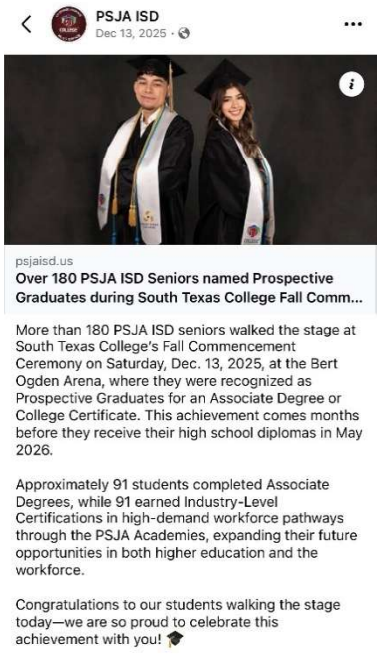
Chairman, Board of Trustees
South Texas College

President, Board of Trustees School
McAllen ISD

Approved as to form

by: JOHNATHAN BALL (Jun 1, 2026 07:59:34 CDT)
Johnathan Ball, Staff Attorney

Exhibit A
Sample Recognition



BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Memorandum of Agreement No. 2027-026 with Tropical Texas Behavioral Health

REFERENCE: Goal 1 - Student Achievement/Student Focus, Strategy 5 - Partnerships with Business/Civic/ Educational Organizations

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District ("District") has partnered with Tropical Texas Behavioral Health ("TTBH") for the purpose of making referrals to TTBH and for the purpose of providing continued care, assessments and treatment of these students identified as requiring services from TTBH for behavioral health conditions.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This Memorandum of Agreement will be used to identify and refer to TTBH students in need of screening and assessment for behavioral health services.

LEGAL REVIEW:

The Memorandum of Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Memorandum of Agreement No. 2027-026 with Tropical Texas Behavioral Health for a term of one (1) year from September 1, 2026 to August 31, 2027 with an automatic renewal for one (1) additional year ending August 31, 2028.

Attachment: ☑

SUBMITTED BY: Adrian Garza (Fam Treat)

SUPERVISOR: Jeanette Nino (May 29, 2026 16:21:31 CDT)

SUPERVISOR: Rosalba De Hoyos (May 29, 2026 17:15:09 CDT)

For further information contact:
Name: Mr. Adrian Garza, Family Treatment Program Manager
Office: (956) 926-4813
eMail: adrian.garza@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (May 29, 2026 17:21:20 CDT)

Superintendent of Schools

Department of Purchasing Services

Contract No.: 2027-026

Contract Coversheet and Signature Form
for
Forms/Contracts Requiring Superintendent Approval

This form standardizes the contract process and is to be used as the cover sheet to ensure complete review by appropriate department(s)/campus(es).

Counseling
Department/Campus Name

Adrian Garza	Adrian Garza (Fam Treat)	05/26/2026
Sponsor	Signature	Date
Campus Principal	Signature	Date
Rosalba De Hoyos	Rosalba De Hoyos (May 27, 2026 16:30:43 CDT)	05/27/2026
Department Director	Signature	Date

MEMORANDUM OF AGREEMENT
BETWEEN
TROPICAL TEXAS BEHAVIORAL HEALTH
AND
MCALLEN INDEPENDENT SCHOOL DISTRICT

THIS MEMORANDUM OF AGREEMENT (this Memorandum) is entered into between **Tropical Texas Behavioral Health** (TTBH), a community center organized under the provisions of the Texas Health & Safety Code, Chapter 534, and a governmental unit of the State of Texas, and the **McAllen Independent School District** (District) whose address is 2000 N 23rd St, McAllen, Texas, 78501 for the purpose of establishing a continuity of care system for persons with mental illness.

In consideration of the mutual agreements contained within this Memorandum of Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, TTBH and District agree as follows:

I.
District Obligations

Services.

a. Identify and refer to TTBH students in need of screening and assessment for behavioral health services.

b. Provide TTBH, its employees or agents access to its campuses for the purpose of establishing a continuity of care system. Such person(s) shall be allowed campus access on an as-needed basis and at times and days mutually agreed upon by TTBH and District.

c. Collaborate with TTBH's worker(s) for the purpose of making referrals to TTBH and for the purpose of providing continued care, assessments and treatment of those students identified as requiring services from TTBH for behavioral health conditions.

Confidentiality. District must maintain the confidentiality of information received during the performance of this Memorandum, including information which discloses confidential personal information or identifies any person served by TTBH, in accordance with applicable federal and state laws.

District agrees to follow, undertake, or institute appropriate procedures of safeguarding client information with particular reference to client identifying information. The term "client identifying information" includes, but is not limited to, a client's medical record, graphs or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc.; any acknowledgment that a person is or has been a client of the facility, TTBH, or other designated Contractor; and protective health information (PHI) as such term is defined by the federal Health Insurance Portability and Accountability Act (HIPAA), as amended. District agrees to comply with HIPAA and all regulations promulgated thereunder, including, but not limited to, all provisions governing the use and disclosure of PHI.

TTBH will provide information requested by District related to TTBH students participating in the Program unless prohibited by federal or state law. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA). TTBH hereby designates District as a school official with a legitimate education 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 District to carry out the Program. District agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

Non-Discrimination. District will ensure that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation in, be denied the benefits of,

or be subjected to discrimination under any of the policies of TTBH subject to written consent of Districts students' parental consent. However, a child may consent to counseling for those provisions pursuant in Texas Family Code, Sec. 32.004.

II.
TTBH Obligations

Services.

a. Provide staff, at times mutually agreed upon by TTBH and District, access to campuses for the purpose of conducting intake screenings and assessment of referrals by the District.

b. Provide Crisis Assessments, eligibility determination and mental health services to the identified student/family population at the designated location or through home visitation.

c. Collaborate with the District regarding provision of follow-up mental health services and assessments to eligible persons.

d. Provide service linkage to students for behavioral health services.

e. Provide services to District students and families who have been identified as being in need of these services, as capacity exists.

f. TTBH provide Qualified Mental Health Professionals (QMHP) and Licensed Professional Counselors (LPC) to provide services.

g. All TTBH employees assigned to assist the District shall hold the proper licenses and certifications to fulfill his/her job duties as mandated by TTBH and/or the State of Texas.

h. All TTBH employees assigned to the District shall: (1) report to their TTBH manager and follow his/her directives; (2) follow the duties and responsibilities outlined in this agreement; and (3) shall serve students that the District identifies as needing assistance through the referral system established by the District's Family Treatment Program.

i. TTBH employees will be given access to TTBH information systems at the Satellite office and colocation campus sites.

j. TTBH agrees to provide to the District the names, social security numbers and dates of birth of any employee of TTBH that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the TTBH employee as provided by District policy CH (Legal) and Sec. 22.083(b) of the Texas Education Code. Alternatively, TTBH may provide proof or certification, satisfactory to the District, of a criminal record check of the TTBH employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the TTBH employee clears the criminal record check.

k. Any access to student(s) of District shall be at times scheduled by TTBH and the District's designee at each school campus of District. Access to a student must be accompanied by written parental permission delivered to District's designee at each campus of District if a student is a minor.

l. In the course of providing Services during the term of this Agreement, if in an exceptional circumstance, TTBH should obtain access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA) 20. U.S.C. 123g, et seq. and the regulations promulgated there under such information is considered confidential and is therefore protected. To the extent that TTBH has access to 'education records' under this Agreement, it is deemed a 'school official' as each of these terms are defined under FERPA. TTBH agrees that it shall not use education records for any purpose other than in the performance of the Agreement. Except as required by law, TTBH shall not disclose or share education records with any third party unless permitted by the terms of the Agreement to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of TTBH under this Agreement.

m. In the event any person (s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, TTBH will immediately inform District of such request in writing if allowed by law or judicial and/or administrative order. TTBH shall not provide direct access to such data or information or respond to individual requests. TTBH shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the District and shall only provide such data or information to District. It shall by District's sole responsibility to respond to request

for data or information received by TTBH regarding Distract data or information. Should TTBH receive a court order or lawfully issued subpoena seeking the release of such data or information. TTBH shall provide immediate notification to District of tis receipt of such court order or lawfully issued subpoena and shall immediately provide District with information, if allowed by law or judicial and/or administrative order.

n. If TTBH experiences a security breach concerning any education record covered by this Agreement, then TTBH will immediately notify District and take immediate steps to limit and mitigate such security breach to the extent possible. The parties agree that any breach of the confidentiality obligation set forth in this Agreement may, at District discretion, result in cancellation of said agreement. TTBH agrees to indemnify and hold District harmless for any loss, cost, damage or expense suffered by District, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of education records.

o. Upon termination of this Agreement, TTBH shall return and/or destroy all data or information received from District upon, and in accordance with, direction from District. TTBH shall not retain copies of any data or information received from District once District has directed TTBH as to how such information shall be returned to District and/or destroyed. Furthermore, TTBH shall ensure that they dispose of any and all data or information received from District in a District-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

III.
Insurance

District agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omissions policy of insurance that covers District against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. District will furnish copies of said insurance policies and a certificate of insurance to TTBH upon request.

TTBH agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omissions policy of insurance coverage in order to insure TTBH against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. TTBH will furnish copies of said insurance policies and a certificate of insurance to District upon request.

Nothing in this agreement shall be construed or interpreted to mean that the parties are engaged in a partnership, joint enterprise, or other cooperative arrangement other than what is stated in this agreement. The parties agree that they are independent contractors and are not borrowing servants under this agreement. Nothing in this agreement shall be construed or interpreted to mean that this provision requiring insurance by the parties obligates the parties to list the other as a loss beneficiary on any of the above described policies.

IV.
Miscellaneous

Term. This Agreement will be effective on September 1, 2026 with an expiration on August 31, 2027. This Agreement will automatically renew for one (1) additional year ending August 31, 2028, unless on or before the thirtieth day before the expiration of the original term, either Party provides to the other written notice of its desire not to automatically renew the Agreement for the additional period. This Agreement may be terminated prior to the end of its original term or its extended term as provided herein.

Amendments. This Memorandum of Agreement may only be amended by written agreement between District and TTBH.

Termination. This Memorandum of Agreement may be terminated by either party upon ten (10) days written notice to the other party of its intent to terminate the Memorandum.

Assignment. No assignment of this Memorandum or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.

Entire Agreement. This Memorandum of Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between TTBH and District on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Memorandum shall be valid unless in writing and executed by the parties hereto.

Notice. Except as expressly provided within this Memorandum, any notice required or permitted to be given under this Memorandum must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

DISTRICT
Dr. Rene Gutierrez
Superintendent
2000 N 23rd St
McAllen, Texas 78501

TTBH
W. Terry Crocker
Chief Executive Officer
P. O. Drawer 1108
Edinburg, TX 78540

or to such other individual and address as provided in writing to the other party by the means specified above. The notice shall be effective on the date of delivery.

Other Agreements. TTBH and District agree that this Memorandum of Agreement shall not constitute a modification, amendment, waiver or change of any of the terms of any prior agreements between these parties.

The parties have executed this Memorandum of Agreement on the dates set forth below their signatures.

MCALLEN INDEPENDENT SCHOOL DISTRICT

_____
Dr. Rene Gutierrez
Superintendent
Date: _____

By: _____
Lucia Regalado
Board President

Date: _____

Approved as to form

by: JOHNATHAN BALL (May 27, 2026 16:41:52 CDT)
Johnathan Ball, Staff Attorney

TROPICAL TEXAS BEHAVIORAL HEALTH

_____
W. Terry Crocker
Chief Executive Officer
Date: _____

_____
Michael Taylor
Chief Operating Officer
Date: _____

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Interlocal Agreement No. 2027-033 OnRamps Program 2026-2027 with The University of Texas at Austin

REFERENCE: Goal 1 - Student Achievement/Student Focus, Strategy 6 - Future-Ready Students

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The University of Texas at Austin ("UT") OnRamps Program is a cooperative program of dual enrollment courses between UT and McAllen ISD ("District"). OnRamps provides high school teacher training and allows high school students to earn high school credit and college credit from UT. OnRamps is a year-long course taught by high school teachers and utilizes OnRamps curriculum, pedagogy, and on-line learning tools developed by UT. During the "ramp-up" period, students complete assignments and summative assessments designed and evaluated by UT faculty.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
To continue supporting college readiness and student success, McAllen High School, McAllen Memorial High School, and James "Nikki" Rowe High School are requesting to continue UT College Credit course offerings.

LEGAL REVIEW:
The agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:
Funds for this program are budgeted through the High School CCMR Bonus Outcomes Allotment and through local funds. The cost of the OnRamps course materials, technical support and course implementation support outlined in this Agreement for the District will be defined on a per-student, per-course basis. The maximum 2026-2027 fee is $60.10 per credit hour, or $180.30 for each three-hour course, per student. The District is paying a subsidized rate. Subject to available funding, during the 2026-2027 school year, the fee of $180.30 per three-hour course per student is subsidized to $149.00. Enrollment cost subsidies are paid for by OnRamps and applicable state appropriations. UT Austin may opt into the Financial Aid for Swift Transfer program annually which allows eligible students to enroll in OnRamps courses at no cost. UT Austin will determine opt in status annually in accordance with rules stated by Texas Higher Education Coordinating Board.

RECOMMENDED BOARD ACTION:
Administration recommends that the Board of Trustees approve Interlocal Agreement No. 2027-033 OnRamps Program 2026-2027 with The University of Texas at Austin, commencing on June 1, 2026 through August 31, 2027.

Attachment: ☑

SUBMITTED BY: Alexandra Gonzalez

SUPERVISOR: Rosalba De Hoyos (Jun 14, 2026 21:04:45 CDT)

For further information contact:
Name: Dr. Alexandra Gonzalez,
Director of Advanced Academics
Office: (956) 618-6059
eMail: alexandra.gonzalez2@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 12:20:14 CDT)

Superintendent of Schools

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

FOR THE 2026-2027 ONRAMPS PROGRAM

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2026, is entered on the Effective Date by and between Contracting Parties on pursuant to the authority granted in and in compliance with Chapter 791 of the Texas Government Code.

Contracting Parties:

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

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

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

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

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

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

2. **Nature of OnRamps**

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

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

3. Fees and Payments

Enrollment Fees:

The cost of the OnRamps course materials, technical support and course implementation support outlined in this Agreement for MISD will be defined on a per-student, per-course basis. The maximum 2026-2027 fee is $60.10 per credit hour, or $180.30 for each three-hour course, per student.

MISD is paying a subsidized rate. Subject to available funding, during the 2026-2027 school year, the fee of $180.30 per three-hour course per student is subsidized to $149. Enrollment cost subsidies are paid for by OnRamps and applicable state appropriations. Private, parochial, and out-of-state schools are not eligible for the subsidized rate.

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

The OnRamps enrollment fee is assessed for each student registered in each OnRamps course on the enrollment census date which will be determined and communicated on or before June 1, 2026, including FAST opt-in status. The enrollment fee includes access to all course materials, technology tools, and credit eligibility evaluation. Refunds will not be given at the end of a course for any reason, including if a student does not earn or accept college credit in the course.

Professional Learning and Development (PLD) Fee:

The cost of OnRamps professional learning and development will be assessed on a per-teacher basis according to the fee schedule in Exhibit C, for teachers who are implementing one or more OnRamps courses at the beginning of the academic year. This fee includes professional learning and development services, course materials, technology tools, and technical assistance required for implementation during the entire term of this agreement, including Summer Professional Learning Institute (PLI), academic year PLIs, virtual conferences, learning modules, communities of practice, professional development assignments, and access to individual virtual coaching.

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

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

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

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

4. Scope of Work and Responsibilities

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

4.1 Responsibilities of OnRamps

Enrollment and Records

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

Course Curriculum, Instruction, and Grading

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

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

i. Provide information on procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.
j. Provide students with appropriate access to academic advising and counseling resources and supports.

Professional Development and Support

I. Deliver professional learning to MISD teachers who implement the OnRamps course. Teachers implementing an OnRamps course are required to participate in and complete all OnRamps professional learning and development program components.
   a. 2026 Summer PLI will be delivered by OnRamps using distance education and virtual learning technologies. Summer PLI is required for all OnRamps high school teachers.
   b. Academic year PLIs will consist of two one-day PLIs for new and returning participating teachers delivered virtually during the fall and spring semesters. MISD teachers are required to participate in and fully complete the one-day workshop during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year.
   c. Virtual conferences for implementing MISD new and returning teachers held up to eight times per year.
   d. MISD teacher participants will be credited with continuing professional education hours for the hours of documented attendance.

J. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to MISD administrators and high school counselors.

K. Deliver in-person or virtual presentations and/or workshops to MISD staff and community members regarding the OnRamps program overview, implementation, and strategies for success based on advance scheduling and availability of OnRamps staff.

L. OnRamps will hire and assign a designated qualified course lead for each course offered. The designated course lead will serve as the content expert and point of contact and support for the high school teacher.

M. Provide ongoing, one-on-one feedback and guidance to the high school teacher.

N. Provide virtual coaching access to each OnRamps high school teacher to support course implementation and enhance their professional practice.

Institutional Effectiveness

O. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as MISD high school teachers and administrators. OnRamps will provide updates through regularly identified reporting schedules to the identified MISD Main Contact and, as needed, regarding the status of OnRamps course and professional learning and development implementation, based on regular review of data, including communication with the OnRamps MISD high school teacher(s) and student performance and engagement data.
   a. OnRamps staff will inform MISD administration of any serious concerns regarding MISD or campus implementation of the OnRamps course pertaining

to quality and fidelity. If MISD implementation of the OnRamps course is deemed unsatisfactory, OnRamps reserves the right to deny the opportunity to offer the OnRamps course in the future or to require a replacement high school teacher.

b. A MISD high school teacher deemed by OnRamps to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with OnRamps expectations and be provided individual coaching and support as available through the course staff, OnRamps PLIs, a community of practice, and ongoing communication. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or without improvement in OnRamps' sole discretion, OnRamps will notify MISD, who will use its best efforts to identify an alternate high school teacher, and MISD will work with OnRamps to continue implementation of the course with the alternate high school teacher. OnRamps reserves the right to deny any unsatisfactorily performing teacher the opportunity to offer the course in the future.
c. Should OnRamps deem an OnRamps MISD high school teacher as not compatible with or not in the best interest of the OnRamps in OnRamps' sole discretion, OnRamps will notify MISD who will work with OnRamps to continue the course through an alternate teacher.
d. Any person performing Services under this Agreement on behalf of OnRamps must be actively employed or eligible for employment by UT Austin and may not be on administrative or medical leave. UT Austin must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If UT Austin becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, a representative of OnRamps must inform the MISD district contact.

Location Student Participation, and Extended Student Absences

P. OnRamps dual enrollment instruction will occur in the facilities of the high school campus with the designated high school Instructor who has completed OnRamps professional learning institute requirements.
Q. All students in the class must be high school students enrolled in the OnRamps course.
R. When the student is unable to attend school in the designated high school facility with a qualified and selected OnRamps high school Instructor, the student may continue in the online distance college course based on criteria provided in the Implementation Manual.

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

A. Implement one or more OnRamps courses in accordance with this Agreement, the OnRamps Implementation Manual, and the OnRamps Technical Manual, which will be provided by OnRamps to District and are hereby incorporated by reference.
   a. Assign a(n) MISD contact responsible for overseeing implementation of OnRamps high school course(s) and participating in meetings designated for MISD administration with OnRamps staff.
      i. This MISD contact will provide up-to-date contact information for MISD and its campus administration. In the event there is a change in administration at MISD or at its campuses, the MISD contact will update the OnRamps Portal.
      ii. This MISDcontact will communicate registration timelines for campus administration and ensure required professional learning for a campus counselor focused on advising students and monitoring aspects of the implementation of OnRamps respective to their role.
   b. OnRamps syllabi and course content may not be used to satisfy the requirements for third party evaluation, including Advanced Placement (AP) curriculum.
   c. In the case of Introduction to Rhetoric: Reading, Writing and Research and Reading and Writing the Rhetoric of American Identities, the UT Austin Department of Rhetoric and Writing:
      i. Prohibits the OnRamps courses from being offered as an AP English course.
      ii. Requires a cap of 25 students per section with a limit of two (2) sections per teacher for a maximum of 50 students. Alternatively, a teacher may have 60 students distributed in three (3) or more sections. With approval, the cap of 60 students may be exceeded in exceptional circumstances at OnRamps' sole discretion.

B. Recruit high school teacher(s) with appropriate qualifications to teach the OnRamps course(s), consistent with MISD policies.
   a. Minimum requirements for all OnRamps MISD high school teachers include:
      i. One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g., calculus for pre-calculus).
      ii. Completed annual OnRamps teacher application.
      iii. Obtain a UT EID in order to access Canvas LMS, the OnRamps Portal, and other systems required for implementation of OnRamps. OnRamps will provide the designated OnRamps teacher privileged access to student information and other systems through the UT EID. OnRamps may suspend, terminate, or revoke OnRamps teacher access to its systems through the EID affiliation at OnRamps' sole discretion. The EID affiliation with OnRamps will be revoked if this agreement is terminated or if an OnRamps MISD high school teacher can no longer implement the course.
      iv. Successful completion of required tasks before the start of Summer PLI, including, but not limited to, completion of FERPA training module provided by OnRamps. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI. MISD high school teachers approved on a conditional basis may be required to complete additional tasks. Any high school teacher who

does not complete the required self-directed or Summer PLI tasks may not be eligible to implement an OnRamps course. The decision to admit or deny such teacher and any accompanying conditions will be determined by the Director of Instructional Innovation and Implementation and Executive Director at their discretion.

v. Attendance and successful completion of Summer PLI, all required academic year PLIs, monthly virtual conferences or learning modules, and professional development assignments.
    1. OnRamps MISD high school teachers must participate in the entire Summer PLI and complete all assigned work including pre-, during, and post-PLI.
    2. MISD teachers are required to participate in and fully complete both academic year PLIs in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI will provide six hours of continuing professional education hours, not to exceed eight hours.
    3. Instructors teaching spring-only courses will have a one-hour virtual learning event held in December to reinforce learning from the summer.

vi. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.

vii. Adhere to guidelines regarding OnRamps course content intellectual property. MISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.

viii. Deliver OnRamps instructional materials through the OnRamps instance of Canvas LMS or designated platforms as specified in the OnRamps Technology Manual.

b. Additional requirements for OnRamps returning MISD teachers include:
    i. Successful implementation of OnRamps course during the previous academic year according to requirements under section D below.

C. Ensure OnRamps MISD high school teachers and students have the necessary resources to implement OnRamps with fidelity, including, but not limited to:
    a. Daily access to the OnRamps Portal and Canvas LMS. Participating MISD campuses will work with the OnRamps support team to ensure their campus and students can fully access the OnRamps Portal and Canvas LMS.
    b. Access to computer, internet, and URLs in approved allow lists, as specified by OnRamps, and adhere to requirements outlined in the most recent OnRamps Technology Manual.
    c. Scheduled access to technology that meets the specifications defined by OnRamps for each course. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the internet to view materials and complete and submit assignments, quizzes, tests, and exams, and the following technology for specific course implementation (as applicable).
    d. Graphing calculators or graphing calculator functions as specified in the most recent OnRamps Technology Manual.
    e. Audio/visual projection and/or whiteboard.

f. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments.
g. Required lab materials for BIO 106M, CH 104M, CH 104N, GEO 302E, and PHY 102M.
h. The Biology and Chemistry course(s) must be offered in a lab setting that meets the Texas Education Agency standard with minimal viable components including an eyewash station, vent hood, and equipment required for student implementation of the lab course including use and disposal of the required chemical list.

D. Ensure OnRamps MISD high school teachers implement OnRamps with fidelity, including the following requirements:
a. Adhere to Texas Administrative and Education Code, including the Educators' Code of Ethics (19 TAC Chapter 247).
b. Ensure students complete the OnRamps registration process and student orientation, including creating a UT EID, and creating a profile and registering in the OnRamps Portal, within the first three weeks of school.
c. Administer and facilitate OnRamps-required assignments and assessments without alteration through the OnRamps instance of Canvas LMS.
d. Use Canvas LMS to assign and grade high school work as specified by OnRamps.
e. Participate in professional learning and development activities, including Summer PLI, academic year PLIs, video conferences, learning modules, communities of practices and uploads of classroom video, and ongoing opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the academic year PLIs, MISD agrees to pay the cost of substitute teachers for the days the teacher will attend the academic year PLIs.
f. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course staff regarding the success and challenges of implementation, responding in a timely manner to requests for information.
g. Notify OnRamps of MISD high school teacher absences of five or more consecutive class days or of teacher resignations using the provided form in the case when the teacher cannot self-report.

E. Ensure students register for OnRamps courses to meet OnRamps requirements, including:
a. Recruit, advise, and approve students to participate in OnRamps courses.
b. Designate employee(s) responsible for providing academic advising to students enrolled in OnRamps courses prior to the start of the course.
c. Ensure students enrolled in OnRamps meet the minimum academic requirements for each course as shown in Exhibit A.
d. Ensure students complete the OnRamps registration process and student orientation, which includes creating a UT EID, and creating a profile and registering in the OnRamps Portal, within the first three weeks of school.
e. The student and, if the student is under 18 years of age at the time of registration, the student's parent or guardian shall acknowledge and consent the

student is enrolling in a college course with the opportunity to earn college credit.

F. Ensure accuracy of OnRamps student information, including:
   a. Ensure student rosters accurately reflect students enrolled in OnRamps courses on the OnRamps census dates in fall and spring.
   b. Submit student state IDs and educationally disadvantaged status in accordance with the communicated timeline.
   c. Submit high school grades in accordance with the data sharing agreement schedule.

G. Any person performing Services under this Agreement on behalf of MISD must be actively employed or eligible for employment by MISD and may not be on administrative leave. MISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If MISD becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, the district contact, who oversees the OnRamps program, must inform OnRamps within 24 business hours and provide information about the incident as it pertains to OnRamps students and implementation.

5. Summer PLI Teacher Registration and Attendance

A. MISD high school teachers are required to register for Summer PLI **two weeks prior** to the start of the selected synchronous Summer PLI session. Late registration will be accommodated at the discretion of the Executive Director or designee.

B. New OnRamps MISD high school teachers must complete all components of Summer PLI including prerequisite self-directed modules, synchronous sessions, and compliance modules. New OnRamps high school teachers are defined as those who are implementing an OnRamps course for the first time or for the first time after more than one year of absence.
   a. The MISD teacher assigned to the course **must** successfully complete the New Instructor Summer PLI experience at least once, in its entirety, before implementing an OnRamps course for the first time. If the teacher continues to offer the course in subsequent years, they are required to attend the Returning Instructor Summer PLI for each subsequent year they implement that course. If a teacher is assigned to implement a new OnRamps course in addition to their current OnRamps course, the instructor must complete the New Instructor Summer PLI for the new course.

C. Cancelation policy:
   a. If a high school teacher registers for Summer PLI and is unable to attend, the teacher must communicate this change to the OnRamps Professional Learning and Development team via OnRamps Support in writing at least one week prior to the start of the Summer PLI session for which the Instructor is registered. The district contact may coordinate with OnRamps to identify an appropriate replacement.
   b. Teachers who miss more than 20% of Summer PLI may be required to complete additional activities during the academic year to maintain eligibility to implement the OnRamps course.

c. If a high school teacher attends Summer PLI, and the course for which the teacher is trained is not offered for the school year, MISD materials provided to MISD for the course must be returned to OnRamps within 30 days.

6. Educational Records and Data Sharing

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

B. Following UT Austin's Institutional Review Board standards and policy, as applicable, OnRamps may obtain and maintain data and/or feedback about student and teacher experiences with OnRamps for the purpose of understanding outcomes and OnRamps improvements.

C. For legitimate educational interests, OnRamps will facilitate the exchange of information among institutions, OnRamps high school teachers, OnRamps faculty and staff, and MISD contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to verify student accommodations under IDEA and/or Section 504; 3) to facilitate early intervention and support student success; 4) pertaining to whether college credit is earned, accepted, and/or declined; 5) to facilitate accurate recordkeeping; and 6) to address academic integrity issues. If either party obtains access to MISD and/or UT Austin records or record systems protected under FERPA, each party agrees to adhere to the provisions of FERPA. While in possession of FERPA records and data, only persons authorized to access the student data related to OnRamps will be granted access consistent with FERPA.

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

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

pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code.

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

8. Indemnity

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

9. Term and Termination

This Agreement is effective on June 1, 2026, no matter the date fully executed by both Parties and covers a period beginning June 1, 2026 and ending August 31, 2027. This Agreement cannot be renewed or extended.

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

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

10. Ownership of Intellectual Property

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

11. Contractual Relationship

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the Parties. Each party retains the

right to conduct its business as it sees fit. The Parties shall, at all times, be deemed independent contractors/entities.

12. Notice to Parties

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

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

UT Austin at:
The University of Texas at Austin
Business Contracts Office
1616 Guadalupe St, Ste 3.304
Mail Code D9900
Austin, TX 78701
Attn: Business Contracts Administrator

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

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

13. Venue; Governing Law

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

14. Mutual Negotiation

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

15. Amendment and Assignment

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

16. Entire Agreement; Modifications

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

17. State Auditor's Office

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

18. Severability

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

19. Survival

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

20. Cybersecurity Training Program

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

21. Access by Individuals with Disabilities

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

Party is unable to do so, Receiving Party may terminate this Agreement and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Agreement.

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

22. Payment of Debt or Delinquency to the State

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

23. Signatory Representations

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

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

Receiving Party McAllen Independent School District	Performing Party The University of Texas at Austin
Signature: _____	Signature: _____
Name: Lucia Regalado	Name: _____
Title: Board President	Title: _____
Date: _____	Date: _____

Approved as to form

by: JOHNATHAN BALL (May 27, 2026 16:42:12 CDT)

Johnathan Ball, Staff Attorney

Exhibit A
OnRamps Courses

OnRamps Course	UT Austin Course Code(s)	Credit Hours	Texas Core Curriculum Code	TCCNS Equivalency	High School Prerequisite	Crosswalked Courses (H.S. Course Code)
Foundations of Arts and Entertainment Technologies	AET 304	3	050	N/A	Graphic Design recommended	Audio/Video Production II (13008600)
Introductory Biology I + Lab for Introduction to Biology I	BIO 311C BIO 106M	3 lecture 1 lab	030	BIOL 1306 BIOL 1106	Biology + Chemistry	Scientific Research and Design I, II or III (13037200, 13037210, or 13037220)
Principles of Chemistry I (Lecture) + Introduction to Chemical Practices I (Lab)	CH 301 CH 104M	3 lecture 1 lab	030	CHEM 1311 CHEM 1111	Algebra I	Chemistry (03040000)
Principles of Chemistry II (Lecture)+ Introduction to Chemical Practices II (Lab)	CH 302 CH 104N	3 lecture 1 lab	030	CHEM 1312 CHEM 1112	OnRamps Chemistry I + Lab, AP Chemistry or equivalent	Scientific Research and Design I, II or III (13037200, 13037210 or 13037220)
College Algebra	M 301	3	N/A	MATH 1314	Algebra I required, Geometry recommended	Algebra II (03100600)
Computer Science: Thriving in Our Digital World	C S 303E	3	093	N/A	Algebra I	Computer Science I (03580200)
Introduction to Economics	ECO 304K	3	080	ECON 2302	Algebra II recommended (or concurrent enrollment)	Economics with Emphasis on the Free Enterprise System and Its Benefits (03310300)
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	3	030	N/A	Biology or IPC required, Chemistry recommended (or concurrent enrollment)	Earth Systems Science (03060150)
Mechanics, Heat, and Sound + Lab for Mechanics, Heat, and Sound	PHY 302K PHY 102M	3 lecture 1 lab	030	PHYS 1301 PHYS 1101	Algebra I and Geometry required, Algebra II or Precalculus recommended	Physics (03050000)

OnRamps Course	UT Austin Course Code(s)	Credit Hours	Texas Core Curriculum Code	TCCNS Equivalency	High School Prerequisite	Crosswalked Courses (H.S. Course Code)
Electromagnetism, Optics, and Nuclear Physics	PHY 302L	3	030	PHYS 1302	TEKS-based Physics, Algebra II and Geometry required; Physics I (OnRamps or Honors/AP/DC) or Precalculus recommended	Scientific Research and Design I, II or III (13037200, 3037210 or 13037220)
Discovery Precalculus: Preparation for Calculus	M 305G	3	020	MATH 2312	Algebra II and Geometry	Precalculus (03101100)
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	3	010	ENGL 1301	English I and II	English III (03220300) English IV (03220400)
Reading and Writing the Rhetoric of American Identities	RHE 309J	3	010	ENGL 1302	English I and II	English III (03220300) English IV (03220400)
Elementary Statistical Methods	SDS 301	3	020	MATH 1342	Algebra I required, Algebra II recommended	Statistics (03102530)
Issues and Policies in American Government	GOV 312L	3	070	GOVT 2302	U.S. History (or concurrent enrollment)	U.S. Government (03330100)
United States, 1492-1865	HIS 315K	3	060	HIST 1301	English I and English II (or concurrent enrollment)	U.S. History (03340100)
United States Since 1865	HIS 315L	3	060	HIST 1302	English I and English II (or concurrent enrollment)	U.S. History (03340100)

Exhibit B
Data Sharing Agreement

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

Pursuant to this Data Sharing Agreement and underlying Interlocal, McAllen Independent School District agrees to provide individual student-level data to OnRamps at The University of Texas at Austin (UT Austin) for the purpose of implementing, billing, and evaluating the OnRamps dual enrollment program and informing OnRamps students of academic opportunities at UT Austin. MISD hereby appoints OnRamps as a legitimate educational official of MISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, OnRamps hereby appoints MISD as a legitimate educational official of OnRamps in accordance with FERPA. OnRamps agrees to provide individual student-level data to MISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2027 unless terminated in writing by one or both Parties.

1. Data type and exchange timeline
MISD Designee for Student Data and OnRamps will coordinate data exchange for all OnRamps participants for the 2026-2027 academic year, as follows:

Responsible Party	Time Period	Type of Data
OnRamps	August 2026 – July 2027	Throughout the academic year OnRamps will provide information about student enrollments and performance through OnRamps Portal. Access to the OnRamps Portal will be limited to pre-identified campus and MISD personnel who must obtain a UT Electronic Identification and password in order to access the portal. The following enrollment and performance data is provided throughout the academic year, as information becomes available. • Course enrollments • Interim Course Performance • Final letter grade • Credit decision (credit accepted or declined) • University transcript grade

		• Student qualifying status for Financial Aid for Swift Transfer (FAST) • Student qualifying status for accommodations under IDEA or Section 504 • Student orientation completion status
OnRamps	August 2026 – May 2027	Throughout the year, OnRamps will provide information about student engagement and performance through the OnRamps Data Dashboard. Access to the OnRamps Data Dashboard will be limited to one representative from MISD, Personnel who are granted access to the OnRamps Data Dashboard may be required to complete additional steps to ensure security requirements are met.
MISD	September 2026 – May 2027	MISD will provide Student State IDs for all enrolled students. This 10-digit numeric data element TX-UNIQUE-STUDENT-ID in the Texas Education Data Standards (TEDS) is used for data reporting and invoicing purposes, including identifying students as FAST eligible and CCMR accountability. Using the Student State IDs, the Texas Higher Education Coordinating Board (THECB) and Texas Education Agency (TEA) identifies students who are eligible the FAST program. District-level data may be exchanged for the purpose of identifying students as eligible for the FAST program based on their current year educationally disadvantaged status. • TEA-assigned TX-UNIQUE-STUDENT-ID (StudentUnique ID) • Current year status as educationally disadvantaged (code 01, 02, or 99 in the PEIMS data element "EconomicDisadvantage")
MISD	May 2027 – July 2027	In order for OnRamps to engage in ongoing learning about student experiences, high school grades are exchanged. • High school grade in OnRamps course, semester 1 • High school grade in OnRamps course, semester 2 • High school grade in OnRamps course, cumulative

2. Data protection

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

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

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

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

3. **Information shared with TEA**
    - Rosters of individual students, including student state ID, for students who complete an OnRamps course for the purpose of calculating state accountability and other required state performance reporting and metrics.

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

5. **Data and Information shared with Districts that opt-in for Teacher Incentive Allotment (TIA)**
    - Districts may elect to implement OnRamps pre- and post-assessments for the purpose of Teacher Incentive Allotment (TIA) program participation. Districts that opt to use OnRamps developed assessments will exchange data with OnRamps for this purpose.

Exhibit C
OnRamps Teacher Professional Learning and Development Fee Schedule

Pursuant to Section 3, the following per-teacher fee will be assessed at the beginning of the academic year. A professional learning and development fee will be assessed for teachers who are implementing one or more OnRamps courses . Individual situations not described below will be evaluated on a case-by-case basis.

OnRamps teachers may only implement a maximum of two unique 3-hour courses in the same semester.

Instructor Status	**Status Description**	**PLD Fee Assessed**
New	The Instructor is implementing the course for the first time in the current academic year or is teaching the same course after a gap of more than one year.	$550
Returning	The Instructor is implementing the same course for the second consecutive year or more.	$250
New Additional Course	The Instructor is implementing one course for the first time in the current academic year AND is implementing an additional course or courses for the second consecutive year or more	$550 No fee is charged for the implementation of the additional course(s).
Returning Additional Course	The Instructor is implementing two or more courses for the second consecutive year or more.	$250 No fee is charged for the implementation of the additional course(s).

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Interlocal Agreement No. 2027-044 with South Texas College (STC) for Dual Credit Programs for the 2026-2027 School Year

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 6 - Future-Ready Students

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The agreement between South Texas College and McAllen ISD supports the Dual Credit Programs for the period of August 17, 2026, through August 17, 2027. The agreement is required by the Texas Higher Education Coordinating Board and allows eligible students to earn both high school and college credit through participation in STC dual credit courses.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The agreement outlines the responsibilities of McAllen ISD and South Texas College for the delivery of dual credit courses, including student enrollment, academic standards, and program administration. Approval will allow the District to continue providing students with opportunities to earn college credit while in high school.

LEGAL REVIEW:

The Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds for the dual credit program are budgeted through the College Career Military Readiness Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Interlocal Agreement No. 2027-044 with South Texas College (STC) for the Dual Credit Program for a period of one (1) year, beginning August 17, 2026 through August 17, 2027.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Rosalba De Hoyos (Jun 14, 2026 21:03:08 CDT)

For further information contact:
Name: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Office: 956-618-6048
eMail: Rosalba.dehoyos@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 12:21:47 CDT)

Superintendent of Schools

Department of Purchasing Services

Contract No.: 2027-044

Contract Coversheet and Signature Form
for
Forms/Contracts Requiring Superintendent Approval

This form standardizes the contract process and is to be used as the cover sheet to ensure complete review by appropriate department(s)/campus(es).

Instructional Services
Department/Campus Name

Sponsor	Signature	Date
Campus Principal	Signature	Date
Rosalba De Hoyos Department Director	Rosalba De Hoyos (Jun 8, 2026 10:31:20 CDT) Signature	06/08/2026 Date

SOUTH TEXAS COLLEGE

Office of the President
3201 W. Pecan Blvd.
McAllen, TX 78501

T: 956-872-8366

P.O. Box 9701, McAllen, TX 78502-9701

April 22, 2026

Dr. Rene Gutierrez
Superintendent
McAllen ISD

Dear Dr. Gutierrez,

As the first in the State of Texas to receive the prestigious accreditation by the National Alliance of Concurrent Enrollment Partnerships (NACEP), the South Texas College Dual Credit Program continues to be a national model in providing high quality educational opportunities and college services to high school students in Hidalgo and Starr counties. Our Dual Credit Program offers students unique and incredible opportunities for access to higher education and workforce training.

Over the years, the success of the program has been a collaborative effort of partnership and commitment to student success by South Texas College and your district. Through the identification of critical needs and opportunities, the program continues to meet the academic rigor and standards of excellence required and has served as an innovative tool for developing college readiness and providing students with a clear pathway to college. Through our partnership, we continue to strengthen the framework of the program to better lead students to the successful completion of their academic goals.

Enclosed is an electronic copy of the **2026-2027 Dual Credit Programs Interlocal Agreement between South Texas College and McAllen ISD**. This Interlocal Agreement is the contract that encompasses all dual credit programs, including Designated High Schools and the Academies Program as required by the Texas Higher Education Coordinating Board (THECB).

Please print and sign two copies of the agreement. Upon execution of the agreement, you may contact Nicole Garcia, Administrative Assistant for Dual Credit Programs, at (956) 872-3520 or via email at ngarcia4@southtexascollege.edu. She will coordinate pick up of the interlocal agreement.

I thank you for your continued support of this important partnership and your dedication to the success of your students through our Dual Credit Program.

Respectfully,

Dr. Ricardo J. Solis
President

Interlocal Agreement
South Texas College Dual Credit Programs

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

TERM
This IA shall be in effect from August 17, 2026 to August 17, 2027, and posted during this term on the College's and School District's respective internet websites.

OVERVIEW
The College is committed to serving the students and communities of South Texas through collaborative work with school districts in the College's service area. A major initiative promoting a college-going and college graduation culture is the **South Texas College Dual Credit Programs**, which complies with the rules set forth by the State of Texas (TAC Title:19 Chapter 4, Subchapter D, Rule § 4.84) for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students; therefore,

1) **IA PURPOSE**
The purpose of this IA is to outline the roles and responsibilities of the College and the School District that participates in the Dual Credit Programs. This IA is the agreement that encompasses all programs and initiatives under the Dual Credit Programs as required by the Texas Higher Education Coordinating Board (THECB). A separate interlocal agreement is required by the Texas Education Agency for Early College High Schools and P-TECH Schools.

2) **RECOGNITION OF HIGHER EDUCATION PARTNER**
The School District, when reporting and publicizing high school *students' completion* of dual credit **courses**, **degrees**, or **certificates**, will recognize South Texas College. Furthermore, when the School District advertises and/or publicizes, including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize South Texas College as its Higher Education partner. The following statement must be included in all the School District's publications and/or advertisements in regard to the Dual Credit Programs:

"[ISD name] saves families hundreds of thousands of dollars in tuition and fees by collaborating with South Texas College, our Higher Education partner, to offer college credit hours and college certificates and degrees."

In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College's ***Branding, Marketing, and Advertising Guidelines for South Texas College Dual Credit Programs*** at https://admin.southtexascollege.edu/pr/dual-credit-marketing.html (see Exhibit B for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 12 of this document.

3) ACADEMIC POLICIES & PROCEDURES

Academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses and dual credit students. A degree plan with a defined sequence of courses will be available through Degree Works for all dual credit students.

a) *Eligible Courses*

Academic courses offered by the College for dual credit are developed based on the guidelines published in the Academic Course Guide Manual. Workforce courses are developed based on the guidelines published in the Workforce Education Course Manual. The College does not offer kinesiology, guided studies, competency-based or developmental courses for dual credit.

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

The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called "Dual Credit Faculty") to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure the quality of instruction and compliance with the College's policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). For a comprehensive view of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the ***Dual Credit Programs Instructional and Quality Standards Manual.***

i. The School District will collaborate with the College to ensure that the School District instructor applying to teach in the Dual Credit Programs meets the credential requirements as stated in the College's ***Board TASB Policy DBA— Employment Requirements and Restrictions: Credentials and Records*** which includes the criteria used by the College to determine teaching eligibility.

ii. The College will ensure that College Faculty requested to teach dual credit courses at the School District sites have met acceptable national criminal background checks.

iii. School District faculty approved as Dual Credit Faculty must be cleared by the College's Office of Human Resources to teach any dual credit courses.

iv. Dual Credit Faculty will submit all required reporting documents such as rosters, learning outcome results, syllabi/section outlines, and grades by the deadlines set by the College.

v. New Dual Credit Faculty approved for the upcoming academic year must satisfactorily complete the LMS Fundamentals and Academic Continuity Certifications offered through the College's Digital Learning Department, prior to teaching dual credit courses.

vi. College and Dual Credit Faculty teaching dual credit courses are required to check their class rosters during the first week of classes by accessing Starfish through JagNet to make sure that all students attending the class are enrolled in the dual credit course and are required to refer any students not on the roster to the appropriate School District counselor and the Dual Credit Scheduling and Enrollment Services Department. Any student not listed on the roster by the 12th day of class (Census Day) will not be enrolled in the dual credit course.

vii. New Dual Credit Faculty approved for the upcoming academic year must satisfactorily complete the *DELTA Online Academy* course offered through the College's Teaching and

Learning Center during the first semester teaching dual credit courses. Dual Credit Faculty not completing this Academy will not be allowed to continue teaching the following academic year. This Academy focuses on relevant College policies, procedures, resources, and faculty responsibilities, as well as on maintaining a college environment in the classroom. The *DELTA Online Academy* course includes required training on Title IX and related Texas laws, and covers topics including but not limited to mandatory reporting duties, sexual harassment under federal and state law, and prevention techniques.

viii. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required College departmental meetings, discipline and course-specific College professional development training, and the two Dual Credit professional development days organized by the College held on the Saturday before each full semester begins. The department chairs will provide the meeting schedule to the Dual Credit Faculty before the beginning of the semester so that the Dual Credit Faculty can coordinate their teaching responsibilities at the high school to attend the required department meetings.

ix. The School District will allow release time from School District duties for all high school librarians to attend no more than two required library summits organized by the College and held on weekdays during the school year.

x. College and Dual Credit Faculty teaching college-level courses are expected to communicate with students who need academic assistance and direct them to the appropriate College or School District support services. The College provides students access to college resources and support services at no cost.

xi. The School District will forward any concerns regarding Dual Credit Faculty or College Faculty teaching the college-level course to the College Department Chair for investigation. To address and resolve the concerns, a meeting shall take place between the College Department Chair (and/or designee) and the School District Principal (and/or other designated high school administrator) to discuss the issues and reach a decision that is mutually agreeable.

xii. The Dual Credit Faculty or College Faculty assigned to teach a dual credit course is charged with the duties and responsibilities as the instructor of record. In cases where the course is a Distance Learning course taught at the partner school, as stated in ***Board TASB Policy EBA — Alternate Methods of Instruction: Distance Education,*** an instructor is an individual responsible for delivering course content and who meets the qualifications for instruction established by an institution's accrediting agency. Online students shall be informed that they are able to access the online course at any time, not only during a designated time at the high school.

xiii. Texas House Bill 3979 and Senate Bill 3 (87th Legislature), **which relate to civic instruction and instruction policies in public schools in the state**, do not apply to community colleges or to dual credit students, as long as the curriculum being taught is the College's curriculum. This is the case even if the College curriculum is taught by a high school teacher in their capacity as a Dual Credit Faculty member.

xiv. This IA recognizes the unique and sometimes challenging position of Dual Credit Faculty. Nevertheless, although Dual Credit Faculty are full-time employees of the School District where they teach College courses(s), Dual Credit Faculty shall follow all applicable College policies during dual credit instructional time. Accordingly, Dual Credit Faculty are

expected to fulfill their responsibilities as Dual Credit Faculty while also complying with the expectations and policies of their School District and Principal.

xv. Expectations of Dual Credit Faculty when teaching a college-level course for the College:

- College-Level Course Work: The rigor of college-level coursework often requires additional time outside of class for students to meet course learning objectives and outcomes. Dual Credit Faculty should not decrease the amount of out-of-class work assigned to students enrolled in Dual Credit course(s).
- Issuing of College Grade: Dual Credit Faculty should not inflate the college letter grade, which might differ from the high school numeric grade.
- Contact Hours Pertaining to Dual Credit Students: Just as Dual Credit Faculty are expected to meet the required number of contact hours per semester, students enrolled in dual credit courses are required to maintain regular and punctual attendance in classes and laboratories. In accordance with ***Board TASB Policy FC — Attendance***, the College shall develop and include in its official bulletins, catalogs, and other appropriate publications a statement regarding its policies and procedures for all excused absences. The student is responsible for communicating with faculty members concerning any absence. The student may be required to present evidence to support an absence, and make–up work for class absences will be permitted only as specified by the faculty in the course syllabus.
- Dual Credit Faculty shall treat students equally and must not use unreasonable measures to help a particular student who, in the estimation of the Dual Credit Faculty member, is failing the course due to the student's classroom performance, lack of participation and/or excessive student absences.

c) *Location, Facilities, Teaching Environment, and College Courses*
Dual credit courses will be held at approved instructional sites in accordance with SACSCOC standards and College policies.

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

- School District will ensure that College Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District will permit access to the College's electronic learning resources and school library spaces when the course is taught at the School District;
- School District offering science or Career and Technical courses will meet all applicable laboratory safety standards and obtain and install all material/equipment required to meet such standards prior to the first-class day. School District will ensure proper maintenance of all lab material/equipment that is used for the College courses offered by the School District in a manner that complies with the College's program requirement; and
- School District will permit the College to perform safety audits and inspections in dual credit classrooms and laboratories.

ii. Teaching Environment
The School District will ensure that the classroom environment is conducive to college-level learning by:

- Designating a classroom for the dual credit classes;

- Displaying the signs provided by the College outside of the classroom that indicate "College Course is in Session";
- Assuring no unnecessary interruptions take place in the College dual credit class while in session, such as removing dual credit students to participate in high school activities or making announcements except for official business or emergencies and minimizing interruptions for official announcements; and
- Enforcing the faculty members' student attendance requirements as stated in the course syllabus and as supported by ***Board TASB Policy FC — Attendance***.

iii. College Courses

Faculty teaching dual credit courses must use the College's approved Learning Management System. The College maintains security measures to protect faculty and students while learning in an online environment. More detailed information on Dual Credit Programs - Distance Learning Security Measures can be accessed at the following link: https://www.southtexascollege.edu/dual/dual-policies.html.

iv. Course Delivery

The School District will ensure that all dual credit courses taught by Dual Credit Faculty are conducted through face-to-face instruction. Only in circumstances, when a State of Emergency is activated, may a Dual Credit Faculty be approved to conduct online instruction to adhere to the College's Instructional Contingency Plan, using the College's Learning Management System.

d) *Course Curriculum, Instruction, and Grading*

School Districts that participate in the Dual Credit Programs at the College will comply with procedures and guidelines as published in the ***Dual Credit Programs Principal Agreement*** and the ***Dual Credit Programs Instructional and Quality Standards Manual,*** including the following:

i. Academic Instructional Calendar

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

ii. Monitoring Instruction

The School District will work with the College to provide College personnel with opportunity to monitor the quality of instruction in compliance with the College course syllabus and the standards established by the State of Texas, SACSCOC, and the School District.

iii. Books and Supplemental Materials

The School District will provide textbooks for each registered student, along with equipment, and supplemental materials required for the cohort (S sections) classes. The College will consider the use of free open educational resources or low-cost educational resources in courses offered under the program for the School District. College-approved textbooks purchased by the School District as required for a college course are allowed to be used for four (4) years. Chairs may request a change of textbooks earlier than four (4)

years, if the textbooks are for technology-based courses or with reasonable justification. Required textbooks and materials shall be available to each registered student on the first-class day. Exceptions must be discussed with the Associate Vice President of Dual Credit Programs and the Department Chair.

iv. *Transportation*

The School District will provide transportation to dual credit students in accordance with State law and School District rules and procedures. Students enrolled in dual credit courses at the College may be transported by the School District.

v. *Grading Procedures*

All Dual Credit Faculty will follow the College Grading System as stated in the College's ***Board TASB Policy EGA — Academic Achievement: Grading and Credit,*** as well as related procedures set forth by the College.

vi. *Submission of College Grade*

The primary responsibility for assigning College grades in a dual credit course belongs to the faculty member. Therefore, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinant. College and School District officials will not unreasonably interfere with the faculty member's authority to assign College grades. The final course grade submitted for the College will be a letter grade. A numeric grade based on a standard 100-point scale will be provided by STC Faculty, upon the School District's request. Such request must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week. The final course grade recorded for the College will be a letter grade and for the high school a numeric grade that may differ from the College letter grade.

vii. *Grade Appeal*

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

viii. *Reporting Required: Critical Student Performance Information*

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

STC Faculty

- Will only provide the School District with final course numeric grades, based on a standard 100-point scale upon the School District's request. Such requests must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week.
- Will not be required to submit a midterm course grade.
- Will provide the following Starfish Early Alert Surveys:
    - Fall 2026 and Spring 2027: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
    - Summer 2027: First Week Attendance Verification, and one Progress Survey (Week 3)

Dual Credit Faculty

- Will comply with the guidelines relating to reporting requirements and responsibilities of the Dual Credit Faculty regarding parental inquiries, progress reports, and disciplinary matters which are found in the ***Dual Credit***

Programs Instructional and Quality Standards Manual.

ix. Dual Credit Policies

This IA is subject to the following policies:

i. ***Board TASB Policy GH- Relations with Schools and District***

iii. ***Board TASB Policy EGA: Academic Achievement – Grading and Credit***

iv. ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships***

4) STUDENT ENROLLMENT & SUPPORT SERVICES

a) *Student Eligibility*

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

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's ***Board TASB Policy FB: Admissions.*** The School District will work with the College to make certain that all dual credit students are enrolled by the first day of class to help ensure student success and to comply with the College Dual Credit Programs Admission and Registration Timeline. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/timelines.html

High school students are eligible to participate in the Dual Credit Programs upon meeting the Texas Success Initiative (TSI) Assessment benchmark score requirements established by the THECB and the College dual credit course pre-requisites as published in the College's ***Dual Credit Programs Enrollment and Support Services Manual***.

Dual credit students must comply with the College's Academic Progress Standards as outlined in ***Board TASB Policy EGA: Academic Achievement – Grading and Credit*** and ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships.***

b) *Collaboration and Outreach Efforts*

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

c) *Non-Degree Seeking*

Participating districts may choose to offer the non-degree seeking eligibility at high school sites. Dual credit students selecting the non-degree seeking major may enroll in up to 15 credit hours of dual credit courses without fulfilling Texas Success Initiative (TSI) standards. Non-degree seeking students may not enroll in more than two dual credit courses per semester. Additionally, non-degree seeking dual credit students are not eligible to enroll in Regular (Non-S) sections.

Districts are encouraged to establish and implement internal screening requirements, while also recommending courses from the designated instructional plan. Additionally, Dual Credit Programs advisors are required to meet with non-degree seeking students before they complete the maximum of 15 credit hours.

d) *Degree seeking Course Load*

Degree seeking dual credit students may not enroll in college-level courses until the Spring semester of their 9th grade, and are then limited to no more than two (2) dual credit courses for that semester from an approved list of recommended courses. All 10th grade students are limited to two (2) dual credit courses per Fall and Spring semester. All 11th and 12th grade students must not exceed four (4) dual credit courses per Fall and Spring semesters. Summer session enrollment is limited to two (2) dual credit courses for Summer Term I/III and two (2) dual credit courses for Summer Term II.

Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students may attempt a maximum of 68 credit hours, with the exception of students pursuing the Associate of Science in Mathematics, Associate of Science in Engineering and Associate of Science in Pre-Pharmacy. Course loads in excess of 68 credit hour maximum shall require approval by the Academic Affairs and Economic Development Division Designee.

Students who declare a major leading to a Career and Technical Education (CTE) certificate or associate degree may enroll in academic dual credit courses aligned with the Dual Credit Workforce General Core Table, subject to the dual credit course limitations per semester established in the College's ***Dual Credit Programs Instructional and Quality Standards Manual***. The Dual Credit Programs is subject to all applicable College policies and procedures.

e) *Non-S Section Enrollment*

Students who want to enroll in non-dual credit section(s) must be approved by the Academic Affairs and Economic Development Division Designee. Students can only be enrolled into courses within their current declared major. Any student approved for enrollment in a non-dual credit section(s) will not be assessed the independent student tuition and fee rates based on the Board Approved Tuition & Fee Schedule. Dual credit students who do not receive approval to enroll in a non-dual credit section(s), may still enroll, but will be assessed the independent student tuition and fee based on the Board Approved Tuition & Fee table.

Non-S section requests for 10 or more students in the same course type during the same semester will require an "S" section to be created by the College. Criteria for "Non-S" section designation are available on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11th and 12th graders.

f) *Student Composition of Class*

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

i. If the course is required for completion under State Board of Education High School graduation requirements, and the School District is otherwise unable to offer such a course.

ii. If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.

iii. If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

Dual Credit Sections
Dual credit sections assigned to an STC Faculty and/or Dual Credit Faculty must have a minimum of ten (10) students enrolled in Academic sections and seven (7) in Career Technical Education sections. Dual credit sections with fewer than the minimum enrollment will be canceled no later than the advertised semester deadline. Dual Credit Programs will work with the School District to determine options to combine dual credit courses with partnering School District's approval, if available.

g) *Advising*
The College and the School District offer college advising services for dual credit students and the College offers a College Advising Training Program for High School District Counselors.

The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credits offered and earned.

During each semester, College staff works with eligible dual credit students to begin the admission process and advisement to ensure students are enrolled only into courses from declared majors as agreed upon with each partnering high school Instructional Plan. For non-degree seeking students, College staff will advise based on courses within the Core Curriculum, as established in the campus' Instructional Plan.

In active collaboration with the College, the School District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences. The College and the School District shall also take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual credit course before beginning the course.

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

i) *Course Credit Establishment*
The College provides a procedure for establishing the course credits that may be earned under the Agreement, including developing a course equivalency crosswalk of identifying the number of high school and college credits that may be earned for each course completed through the program.

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

The School District will be responsible for implementing policies and procedures to enable students to identify disability needs and to provide academic accommodations for dual credit students. If the

class is taught at the high school by a Dual Credit Faculty, the School District's high school will be responsible for providing the academic accommodations. If the class is taught by STC Faculty at the high school, the College Counselor will coordinate academic accommodations with the high school's Special Education Counselor. Students are not eligible to receive and/or otherwise utilize Individual Education Plans (IEP's) in Dual Credit courses. All procedures and guidelines are outlined in the College ***Dual Credit Programs Enrollment and Support Services Manual***.

k) *Student Complaints*

The College's Grievance and/or Complaint procedures for handling student complaints regarding college courses are applicable to all students, including those enrolled in dual credit courses. Dual credit students who would like to submit reports or complaints shall adhere to **Board TASB Policy *FLD — Student Rights and Responsibilities: Student Complaints*** and follow the relevant processes and procedures detailed in the College's ***Student Handbook*** and/or ***Employee Handbook***, depending on whether the report or complaint relates to another College student or a College employee. Generally, students should report complaints relating to a Dual Credit course to the College. If the student chooses to report to the School District, the School District shall promptly report the matter to the College. The College shall be responsible for implementing the College's Grievance and/or Complaint procedures only if the College has jurisdiction to do so, including, but not limited to, jurisdiction over the educational program or activity, the complainant, and the respondent.

Student reports and complaints alleging sex-based discrimination, harassment, domestic violence, dating violence, stalking, or other sexual misconduct which targets a student in a Dual Credit course will be handled by the College in accordance with the policy and procedures outlined in ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence***. A student may report a grievance or complaint at the following link: https://www.southtexascollege.edu/report/index.html.

l) Student Conduct

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

To ensure the safety of dual credit students, access to South Texas College campuses is restricted to their designated South Texas College course schedules during high school hours, unless they are accessing approved college resources.

m) *Ombuds Services*

Ombuds Services may be requested or referred to providing confidential, informal, independent, and neutral dispute resolution services for members of the college. For more information, visit

https://studentservices.southtexascollege.edu/srr/ombuds/index.html

n) *Transcription of Credit*
The College and the School District will enter and record into their respective transcripts all credits earned for dual credit courses for both college credit and high school credit upon the student completion of the requirements each course.

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

5) FINANCIAL SUPPORT SERVICES

a) *Faculty Stipend*
School District instructors approved by the College to be Dual Credit Faculty and approved to teach college level courses will be paid a stipend by the College per class, per semester, as outlined in the College ***Dual Credit Programs Instructional and Quality Standards Manual.***

b) *Tuition & Fees*
The School District will be charged tuition and fees as outlined in *Exhibit A:* ***Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY2026-2027.*** The College's Board of Trustees reserves the right to adjust tuition and fees as deemed necessary during the year.

c) *Invoicing*
The College will invoice the School District that sponsors the student for the applicable charges, in accordance with the ***Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2026-2027***, as approved by the College Board of Trustees (see Exhibit A).

d) *Faculty Charges*
When the College provides the faculty for a dual credit course, including courses given via distance learning, the School District is responsible for the mileage and faculty cost as stipulated in the Dual Credit Course Agreement (DCCA). If the School District cancels a dual credit course with an assigned College Faculty after August 7, 2026 (Fall semester), January 8, 2027 (Spring semester), and May 21, 2027 (Summer I/II/III semester), a Late Dual Credit Section Cancellation Fee will be assessed.

This agreement is outlined in the ***Dual Credit Programs Instructional and Quality Standards Manual***. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/manuals.html.

6) DATA SHARING

FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without requiring the consent of either the parents or the student under

§ 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data.

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

The College will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide the required data in a timely manner to School Districts pursuant to this IA.

The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the College shall not be shared outside the School District without prior authorization from the College.

The School District may request data outside of the scheduled report distribution schedule provided:

- An IA has been executed and is active between the School District and the College.
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date.

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

The School District may submit an e-mail request for reports to: dcdatarequest@southtexascollege.edu.

Data Security and Breach Notification

Each party agrees to implement and maintain reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of student education records and any other data shared pursuant to this IA, in compliance with FERPA, applicable Texas law, and each party's internal information security policies.

In the event either party becomes aware of an actual or reasonably suspected unauthorized access, acquisition, use, or disclosure of education records or other confidential data exchanged under this IA ("Data Breach"), the affected party shall notify the other party without unreasonable delay, and in no event later than **five (5) business days** after discovery of the Data Breach, unless a shorter notification period is required by applicable law.

The parties shall cooperate in good faith to investigate the Data Breach, comply with applicable legal notification obligations, and take reasonable steps to prevent a recurrence. Nothing in this section shall require either party to disclose information protected by law from disclosure to the other party or compromise an ongoing law enforcement investigation.

Each party shall be responsible for any legally required notifications to affected individuals arising from a Data Breach caused by its own acts or omissions.

7) HUMAN RESOURCES DEPARTMENT, DATA PRIVACY & SHARING AGREEMENT

The School District will collaborate with the College to ensure that all School District faculty applying to teach in the Dual Credit Programs meet the credential requirements as stated in the ***Board TASB Policy DBA — Employment Requirements and Restrictions: Credentials and Records*** submit all required documents for the approval/hiring process to the Human Resources Department, and agree to full information sharing in the event of an investigation of a personnel matter regarding Dual Credit Faculty.

Any non-academic incidents or complaints against Dual Credit Faculty teaching a college course must be reported to the College's Office of Human Resources to the attention of the Director and/or Employee Relations.

8) TITLE IX OF THE EDUCATION AMENDMENTS 1972

The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) and its implementing regulations as stated in the ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*** and the School District Title IX policy in resolving incidents and complaints.

Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et. seq.), and it's implementing regulations, 34 C.F.R. Part 107 (Title IX) state: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

Title IX resources, policies, and procedures, including the names and contact information of the Title IX Coordinator and any Title IX Deputy Coordinators for the College are located at the following link: https://www.southtexascollege.edu/about/notices/title-ix.html.

Together with the execution of this IA, the School District will, by completing Exhibit C hereto, designate a specific School District official **who is trained to investigate and address matters relating to Title IX and civil rights issues including, but not limited to, Title VI and Title VII of the Civil Rights Act** to serve as the authorized liaison with the College's Title IX Coordinator.

Pursuant to the following protocol, the School District official and the College representative(s) will work in a collaborative and timely manner to share any and all information necessary in the event of an claims, complaints, reports or investigations arising under Section 8 of this IA (see Exhibit C).

Title IX Protocol

a) The College and the School District acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the School District to establish clarity and coordination with a set of consistent guidelines for each to follow. The general principle is one of establishing a nexus, and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties, in which case jurisdiction exists for both and in most cases will result in collaborative investigations and separate resolutions in accordance with the policies of each party. In all collaborative processes, the parties agree to share investigation-related information with each other to the extent permitted by law.

b) In any complaint where the law permits, the College and the School District agree to share information about the outcome of the complaint with the other party to the extent the outcome

impacts the other party or its students/employees.

c) In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

d) Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party shall normally have primary jurisdiction over the complaint.

e) Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supportive measures to the complainant.

f) Where a party provides only instruction/credit for a course, and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities)

g) Where a party controls only the venue of a course, and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

h) Control:
   i. A party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course.
   ii. A party who provides instruction in the venue of the other party does not control that venue.

i) Each party's employees are expected/encouraged to participate as witnesses in any resolution process, as necessary.

j) Student:
   i. A student enrolled in a dual credit is a student of both parties, regardless of which party has the primary relationship with the student.
   ii. Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual credit.

k) Imposing consequences on a respondent by two parties is appropriate when the student is enrolled within the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

l) Each course should clearly designate which party's educational program the course is part of, and/or whether more than one party is the sponsor/provider of a course.

9) NON-DISCRIMINATION

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

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

For more information, please visit ***Board TASB Policy FFDB — Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics.***

10) PREGNANT AND PARENTING SERVICES

The College is committed to creating and maintaining an inclusive and accessible learning environment for all students. Title IX prohibits discrimination on the basis of sex – including pregnancy, parenting and all related conditions – in educational programs and activities that receive federal funding. In addition, pregnant and parenting students who are enrolled at public institutions of higher education are entitled to the protections set forth in the Texas Education Code including Sections 51.982 & 51.983.

For detailed information please visit the Pregnant and Parenting website at:
https://studentservices.southtexascollege.edu/disability/parenting.html

The South Texas College Pregnant and Parenting Liaison Officer is as follows:
Santa Elisa Peña, M. Ed., LPC-S
Director of Counseling and Student Accessibility Services
Pecan Campus, K 2.900
McAllen, TX 78501
Phone: 956-872-2140
Email: santaep@southtexascollege.edu

For more information, please visit ***Board TASB Policy FAA (Local) — Equal Educational Opportunity: Pregnant and Parenting Students.***

11) INTERLOCAL AGREEMENT (IA)

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

The College and the School District reserve the right to terminate this IA by notice from either party in accordance with this IA or by operation of law. The College or the School District may terminate the IA no fewer than ninety (90) days prior to the end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or the School District Superintendent and personally delivered to the other party to this IA.

12) NOTIFICATION OF NON—COMPLIANCE AND TERMINATION OF AGREEMENT

If a party fails to comply with any provision of this IA, the other party may issue a Notification of Non-

Compliance (Notice). The Notice shall be in writing and shall describe in detail the nature of the alleged non-compliance. The Notice will be provided to the College President or to the School District Superintendent for review and action. Failure to correct any condition of non-compliance within ten (10) business days following receipt of the Notice may, at the option of the party which sent the Notice, result in termination of this IA at the end of the semester during which the Notice was sent. Any provision in this IA which requires performance by either party after the termination of this IA including, without limitation, confidentiality obligations, limitations of liability, and exclusions of damages, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this IA, shall be and remain enforceable after such termination of this IA for any reason whatsoever.

EXECUTED IN TWO (2) Original counterparts on this _____day of _____20____.

Dr. Ricardo J. Solis
President
South Texas College

Superintendent
Dr. Rene Gutierrez
Superintendent
McAllen Independent School District

Chairman, Board of Trustees
South Texas College

President, Board of Trustees
McAllen Independent School District

Approved as to form

by: JOHNATHAN BALL (Jun 8, 2026 10:39:29 CDT)
Johnathan Ball, Staff Attorney

EXHIBIT A

DUAL CREDIT STUDENTS
SPONSORED BY PARTNERING SCHOOL DISTRICTS
Tuition and Fees
FOR FY 2026-2027

	Board Approved FY 2024-2025	Board Approved FY 2025-2026	Board Approved FY 2026-2027
DUAL CREDIT TUITION:			
Per credit hour tuition for in-district dual credit students sponsored by partnering school districts	0.00	0.00	0.00
DIFFERENTIAL TUITION PER CREDIT HOUR FOR COURSES OFFERED ON A SOUTH TEXAS COLLEGE CAMPUS OR FACULTY:			
Associate Degree Nursing	0.00	0.00	0.00
Emergency Medical Technology	0.00	0.00	0.00
Occupational Therapy Assistant	0.00	0.00	0.00
Patient Care Assistant	0.00	0.00	0.00
Pharmacy Tech	0.00	0.00	0.00
Physical Therapist Assistant	0.00	0.00	0.00
Radiologic Technology/Sonography	0.00	0.00	0.00
Respiratory Therapy	0.00	0.00	0.00
Vocational Nursing	0.00	0.00	0.00
COURSE FEES:			
Electronic Distance Learning/VCT Course Fee per credit hour (Summer 2020 Sessions - Fee waived) (Fall 2020 Session - Fee waived)	0.00	0.00	0.00
Hybrid Course Fee per credit hour	0.00	0.00	0.00
NAH and Other Course Fees: *Liability Insurance/Exams/Booklets/Badges/Special Program ID/Certificates/Pinning Ceremony/Other Activities*	Recovery of costs and processing fees	Recovery of costs and processing fees	Recovery of costs and processing fees
INCIDENTAL FEES:			
Fee per credit hour for dual credit students attempting a course three or more Times	125.00	125.00	125.00
Dual Credit Late Processing Fee per course per student after Census Day	200.00	200.00	200.00
DUAL CREDIT ACADEMIES:			
Dual Credit Academies Participation Fee - Fall and Spring, per Student per Semester (Charged to School District)	600.00	600.00	600.00
Dual Credit Academies Participation Fee - Summer, per Student per Credit Hour (Charged to School District)	50.00	50.00	50.00

Exhibit B
Sample Recognition

PSJA ISD
Dec 13, 2025 ·

psjaisd.us
Over 180 PSJA ISD Seniors named Prospective Graduates during South Texas College Fall Comm...

More than 180 PSJA ISD seniors walked the stage at South Texas College's Fall Commencement Ceremony on Saturday, Dec. 13, 2025, at the Bert Ogden Arena, where they were recognized as Prospective Graduates for an Associate Degree or College Certificate. This achievement comes months before they receive their high school diplomas in May 2026.

Approximately 91 students completed Associate Degrees, while 91 earned Industry-Level Certifications in high-demand workforce pathways through the PSJA Academies, expanding their future opportunities in both higher education and the workforce.

Congratulations to our students walking the stage today—we are so proud to celebrate this achievement with you! 🎓

Mercedes High School
Dec 15, 2025 ·

🎓 Welding Warriors Alert! 🎓
13 Mercedes High School students just WELDED their way to success! They officially earned their Structural Welding Certificates from South Texas College at this weekend's Fall Commencement!

MHS is beyond proud of all the hard work and commitment of these exceptional students. They are ready to build the future! Give them a HUGE congrats! 🎉

#MercedesHigh #STCCommencement
#WeldingWarriors #FutureBuilders #CareerReady

IDEA San Juan
8h ·

IDEA San Juan College Prep invites all 8th grade families to attend our P-TECH Parent Information Meetings!
Learn how your child can earn FREE college credit through our partnership with South Texas College.
📅 April 8 or April 22
⏰ 5:30–6:00 PM
📍 IDEA San Juan College Prep

¡IDEA San Juan College Prep invita a todas las familias de 8º grado a nuestras Reuniones Informativas de P-TECH!
Aprenda cómo su estudiante puede obtener créditos universitarios GRATIS a través de nuestra colaboración con South Texas College.
📅 8 o 22 de abril
⏰ 5:30–6:00 PM
📍 IDEA San Juan College Prep

EXHIBIT C
School District Title IX Investigator/Coordinator

As stated in Section 8, the School District hereby designate the Liaison listed below who, the School District certifies, is trained to investigate and address matters relating to Title IX and alleged civil rights violations, including but not limited to claims arising under Title VI and Title VII of the Civil Rights Act, to serve as the authorized liaison to the South Texas College Title IX Coordinator.

The School District Liaison contact information is as follows:

School District Name: McAllen Independent School District

High School Name: McAllen High School, Memorial High School and Rowe High School

Liaison's Name: Dr. Connie Camacho

Position Title: Human Resources Director

Contact Phone Number: 956-618-6005

Email: consuelo.camacho@mcallenisd.net

This form must be completed in its entirely and submitted to:

Todd C. Nelson, J.D.
Contract and Regulatory Resources Officer
Title IX & 504 Coordinator
3201 West Pecan Blvd., N150
956-872-4664
TitleIX@southtexascollege.edu

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Interlocal Agreement No. 2027-048 College Awareness with The University of Texas Rio Grande Valley AmeriCorps Program for the 2026-2027 School Year

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The AmeriCorps Program ("Program"), through The University of Texas Rio Grande Valley (“UTRGV”), helps promote college awareness at the high school level. UTRGV Program have been collaborating with District since 2016.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The UTRGV students ("Members") enrolled in the Program will assist high school seniors and their parents with various steps of the college application process, including guidance with searching and applying for financial aid and scholarships; and supporting students as they make the transition form high school to a college or university. The Service will be provided by Program members at each high school.

LEGAL REVIEW:

The Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve Interlocal Cooperation Contract No. 2026-048 College Awareness with The University of Texas Rio Grande Valley AmeriCorps Program for 2026-2027 academic year.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Rosalba De Hoyos (Jun 14, 2026 21:02:00 CDT)

For further information contact:
Name: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Office: 956-618-6048
eMail: Rosalba.dehoyos@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 12:22:57 CDT)

Superintendent of Schools

Department of Purchasing Services

Contract No.: 2027-048

Contract Coversheet and Signature Form
for
Forms/Contracts Requiring Superintendent Approval

This form standardizes the contract process and is to be used as the cover sheet to ensure complete review by appropriate department(s)/campus(es).

College, Career & Counseling
Department/Campus Name

Sponsor	Signature	Date
Campus Principal	Signature	Date
Dr. Rosalba De Hoyos Department Director	Rosalba De Hoyos (Jun 10, 2026 18:30:29 CDT) Signature	06/10/2026 Date

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this "**Contract**") is entered into effective August 24, 2026 ("**Effective Date**"), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

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

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

PURPOSE:

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

STATEMENT OF SERVICES TO BE PERFORMED:

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

- Assign AmeriCorps Volunteers for academic year (2026-2027) to a designated Lab or Go-Center for academic engagement activities to promote college awareness and participate among students and parents providing a maximum of 22 to 25 hours of service per week, over a 9-month period.
- Train AmeriCorps Volunteers on how to spread the college-going message among students and parents that college is affordable, possible, and desirable.
- Recruit, screen, deploy, and monitor AmeriCorps Volunteers to assist students at the lab assigned by the high school.
- Oversee student (AmeriCorps Volunteers) academic progress; assist with postsecondary matriculation decisions and processes. Additional daily tasks will include facilitating the enrollment process to any university of their choice. (Admissions, Testing, Financial Aid, Advising, Registration, and Orientation).
- UTRGV agrees to provide to the District the names, social security numbers and dates of birth of any employee of UTRGV or AmeriCorps that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the UTRGV or AmeriCorps Volunteers as provided by District policy (Legal) and Section 22.083(b) of the Texas Education Code. Alternatively, UTRGV or AmeriCorps may provide proof or certification, satisfactory to the District, of a criminal record check of the UTRGV or AmeriCorps employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the UTRGV or AmeriCorps employee clears the criminal record check.
- Monitor the activities of the project through monthly reports from AmeriCorps Volunteers and report to the AmeriCorps Agency.
- MISD acknowledges that as a service provider under agreement with MISD that UTRGV or AmeriCorps has a legitimate educational interest in the student data and information contained in the educational records provided to them in the execution of providing services to the District. UTRGV or AmeriCorps agrees to keep confidential all educational records obtained by them and to comply with the Family Educational Rights and Privacy

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

Receiving Party will be performing the following services:

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

The Go Center Sponsor will:

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

WARRANTIES:

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

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

TERM:

The participating parties agree to the terms outlined above for the duration of the academic year 2026-2027.

NOTICES:

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

If to Receiving Party: McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Email: Rene.Gutierrez@mcallenisd.net
Attention : Dr. Rene Gutierrez

with copy to: McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Email: Rosalba.DeHoyos@mcallenisd.net
Attention : Dr. Rosalba De Hoyos

If to Performing Party: University of Texas Rio Grande Valley
1201 W University Dr.
Edinburg, TX 78539
Email: griselda.castilla@utrgv.edu
Attention: Griselda Castilla, VP for Strategic Enrollment and Student Affairs

with copy to: University of Texas Rio Grande Valley
1201 W University Drive, ESSBL 3.104
Edinburg, Texas 78539
Email: alex.valdez@utrgv.edu
Attention: Alex Valdez, Chief Procurement Officer

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

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

McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Attention: Dr. Rene Gutierrez

with copy to: McAllen Independent School District
2000 North 23rd Street
McAllen, Texas 78501
Attention : Dr. Rosalba De Hoyos

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

TERMINATION:

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

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

OTHER PROVISIONS:

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

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

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

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

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

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

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

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

RECEIVING PARTY:

McAllen Independent School District

By: _____

Name: Lucia Regalado

Title: Board of Trustees President

Date: _____

PERFORMING PARTY:

University of Texas Rio Grande Valley

By: _____

Name: Griselda Castilla

Title: Vice President for Strategic Enrollment and Student Affairs

Date: _____

By: _____

Name: Alex Valdez

Title: Chief Procurement Officer

Date: _____

APPROVED AS TO FORM:

By: JOHNATHAN BALL (Jun 11, 2026 07:57:46 CDT)

Johnathan Ball, Staff Attorney

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Interlocal Agreement No. 2027-056 Texas Educator Excellence Management Systems (TEEMS) Subscription and License with Region 18 Education Service Center

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The purpose of the Interlocal Agreement between Region 18 Education Service Center ("Region 18 ESC") and McAllen Independent School District ("District") is to utilize the Texas Educator Excellence Management System ("TEEMS"). TEEMS is a web-based data system that supports human capital management systems through collecting and analyzing educator performance and growth. TEEMS combines different sets of data (i.e. student growth, evaluation from rubrics such as the Texas Teacher Evaluation and Support System (T-TESS)) to help districts identify overall performance for the Teacher Incentive Allotment ("TIA") designations and make other informed decisions about staff.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Region 18 ESC agrees to provide District with the following:
A. TEEMS System Set up that includes a collaboration session that introduces TEEMS and engages District administrators in discussion of how TEEMS will be used in the district; data integration and readiness assessment conducted with key District personnel; data import setup and testing; permissions and role configurations; technical assistance and support.
B. District will use the TEEMS import template provided by Region 18 ESC to set up relevant data in the system.
C. Annual License Fee for TEEMS Designation Package that includes District-wide access to one of the TEEMS modules and ability to import data for TIA designations; system setup, configuration and initial training and support; ongoing TEEMS Technical Assistance and Support.

LEGAL REVIEW:

Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds for these fees are budgeted through the General Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trusteed approve Interlocal Agreement No. 2027-056 Texas Educator Excellence Management Systems (TEEMS) Subscription and License with Region 18 Education Service Center for a term of one (1) year, from September 1, 2026 through August 31, 2027 with an option to renew for successive one (1) year period for up to three (3) additional years.

Attachment: ☑

SUBMITTED BY: John D. Grossi (Jun 15, 2026 17:44:37 CDT)

SUPERVISOR: Rosalba De Hoyos (Jun 15, 2026 17:58:24 CDT)

For further information contact:
Name: Mr. John Grossi, TIA instructional Facilitator
Office: (956) 688-5717
eMail: john.grossi@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 16, 2026 12:07:02 CDT)

Superintendent of Schools

INTERLOCAL AGREEMENT
BETWEEN

MCALLEN INDPENDENT SCHOOL DISTRICT and
REGION 18 EDUCATION SERVICE CENTER

This Interlocal Agreement ("Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in, and in compliance with, the *Interlocal Cooperation Act, Chapter 791, Texas Government Code.*

I. Contracting Parties

McALLEN ISD:

McALLEN ISD (hereinafter "District")
Dr. Rene Gutierrez
Administrator in Charge
2000 N. 23rd St.
Mcallen, Tx 78501
(956) 618-6000

Region 18 ESC:

Region 18 Education Service Center (hereinafter "Region 18 ESC" or "Provider")
Dr. Dewitt Smith
CEO/Executive Director
Region 18 Education Service Center
2811 La Force Blvd.
Midland, Tx 79706
(432) 563-2380

II. Term of the Contract

This Contract is effective as of the later of **September 1, 2026,** or date fully executed by both parties ("Effective Date") and shall terminate on **August 31, 2027,** ("Initial Term"); provided, however, this Contract may be terminated prior to the expiration of the term as provided in the Termination Section of this Contract. Thereafter, this Contract shall automatically renew for successive one (1) year periods for up to three (3) additional years (each a "Renewal Term," and together with the Initial Term and any prior Renewal Terms, the "Term") unless either Party notifies the other in writing, at least sixty (60) days prior to the expiration of the Initial Term or applicable Renewal Term, of its intention not to renew.

III. Statement of Services to be Performed (the "Services")

Region 18 ESC agrees to provide **McALLEN ISD** following services related to the Texas Educator Excellence Management System (TEEMS; see Exhibit B Subscription and License Agreement). Services include:

A. TEEMS System Set up – Includes the following:

1. A collaboration session that introduces TEEMS and engages district administrators in discussion of how TEEMS will be used in the district;
2. Data integration and readiness assessment – conducted with key district personnel;
3. Data import – set up and testing;
4. Permissions and role configurations;

5. Technical assistance and support (Help Desk).

Set Up Fee: $0

B. New District Data: Districts will use the TEEMS import template provided by Region 18 ESC to set up relevant data in the system. Alternatively, districts may provide data to Region 18 ESC in a different format and will be subject to a $1,500 data cleaning fee.

C. Annual License Fee (based on snapshot enrollment available at the time of the contract effective date) – **TEEMS PLATINUM PACKAGE** includes:

1. District-wide access to all available TEEMS module and import functionality.
2. System Setup, Configuration & Initial Training and Support for all modules.
3. Ongoing TEEMS Technical Assistance and Support

License Fee: $70,000 – TxCEE will invoice within 30 days

D. Additional Consultancy & Customization Options

Service	Options	Pricing
Training	• *ToT for teachers* • *ToT for campus leaders* • *Facilitation/direct training for teachers* • *Facilitation/direct training for campus leaders* • *Customized training for any staff (up to 50 participants)*	$1,500/ day (virtual training) $3,000/ day (in-person)
Performance Evaluation/ Performance Pay Processes	• *Development of educator models for designations or effectiveness ratings* • *Consultation on implementation of educator models including policies, procedures, formulas, etc.* • *Set-up and configuration of additional educator models including imports*	$1,500/ day per consultant (virtual) $3,000/ day per consultant (in-person)
Data Review/ Monitoring	• *Data review and verification process for finalizing designations or ratings* • *Monitoring and support of online signature process*	$1,500/ day per consultant (virtual) $3,000/ day per consultant (in-person)
Reporting	• *TIA Validation Add-ons: Running designation reports* • *Tableau Reports: Additional licenses* • *Customized Tableau reports (skew, correlation, etc.)*	Designation Report: $750 Tableau Licenses: $250/ license per year Customized Reports: $1,500
TEEMS Platform Customizations	*Custom software development necessary to meet specific district needs, including but not limited to development or modification of the following:* • *Educator Evaluation Rubrics* • *Educator Effectiveness Index* • *Performance Pay Models* • *Professional learning dashboard/roadmaps* • *Customized reporting* • *Customized user interface*	$225 per hour

Additional Consultant Days: n/a

The District agrees to timely pay the Service Fee, to abide by all of the provisions provided herein, and to enter into and abide by Region 18 ESC's Subscription and License Agreement. The District further agrees that it will require its Users to abide by the Subscription and License Agreement, as applicable to Users.

IV. Contract Amount

For and in consideration of the services to be provided by Provider under this Contract, **McALLEN ISD** will pay Provider, **upon submission of an original invoice(s), a total amount not to exceed $70,000** ("Services Fee").

V. Payment of Services

A. Payment of the Services Fee shall occur as follows:

McALLEN ISD shall provide ESC 18 with a purchase order for the total contract amount within 30 days of the contract execution.

ESC 18 will invoice **McALLEN ISD** for services and payment will be submitted within 30 days upon receipt of invoice.

PO/Invoicing Contacts
ESC 18 Business Office: Kylee Borchardt-kylee.borchardt@esc18.net, (432) 563-2380
McALLEN ISD Business Office: _____

B. The Parties agree that the payments made under this Contract will (1) fairly compensate Region 18 ESC for the services performed under this Contract, and (2) be made from current revenues available to **McALLEN ISD**.

VI. Warranties

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

B. Region 18 ESC warrants that (1) it has authority to perform the services under authority granted in Chapter 791, *Texas Government Code;* (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

C. The parties warrant to one another that they will cooperate in good faith to accomplish the Services as set forth in Part II of this Contract.

VII. Termination

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

B. Region 18 ESC may terminate this Contract without cause upon thirty (30) days' advance written notice of termination to **McALLEN ISD**. Should Region 18 ESC terminate the Contract for convenience as provided herein, **McALLEN ISD** shall only be liable for payment of Services provided up to the effective date of termination.

C. **McALLEN ISD** and Region 18 may terminate this Contract by mutual written agreement of the parties.

D. In the event that **McALLEN ISD** chooses not to renew the Contract beyond the Initial or Renewal Term, Region 18 ESC will run a TIA Data Report based on District data entered into TEEMS by the August 31 of that fiscal year, or the Contract termination date if prior to the Initial or Renewal Term. Any District data received after this date can be included in the TIA Data Report for a virtual consulting fee at the rate of $1,500 per day.

In the event this Contract is terminated because of a violation or breach of the contract terms by a party, the non-breaching party shall be entitled to all administrative, contractual and legal remedies, including sanctions and penalties as may be appropriate.

VIII. Confidential & Proprietary Information

A. The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential, or (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this Contract.

B. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

IX. Data and Proprietary Rights

A. Region 18 shall continue to own all of its "Content," and **McALLEN ISD** shall not, directly or indirectly, make such Content available to any other person or entity without the prior express written authorization of Region 18.

B. Region 18 "Content" means any data, information, software, codes, graphics or other media files or other content, including, but not limited to, source and/or course materials and manuals, assessments, assessment questions, performance rubrics, data management software, codes, SLO Scoring metrics and/or calculations, PBCS Scoring Metrics and/or calculations, educator effectiveness calculations and metrics, and data management software.

C. Should the Services provided under this Contract require Region 18 to incorporate **McALLEN ISD's** data into its proprietary data management system(s), the parties agree that the data belonging to **McALLEN ISD** shall continue to belong to **McALLEN ISD**; however, **McALLEN ISD** shall have no claim of ownership in any manner whatsoever to Region 18's Content, or any other intellectual property that serves as the basis of the Region 18 data management system(s).

D. This section shall survive the termination of this agreement.

X. Originals

This Contract is executed in multiple counterparts, each of which shall have the full force and effect of the original Contract, and each of which shall constitute but one of the same instruments.

XI. Reports

To the extent applicable, **McALLEN ISD** and Provider shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. Except as required by the Texas public Information Act, no written reports of any kind shall be released to any third parties without prior written approval of **McALLEN ISD.**

XII. Criminal History Background Check

A. Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Provider hereby certifies that all employees, subcontractors and volunteers of the Provider who are hired by Provider on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. Provider must provide a list of the names and dates of birth of all employees who have passed the background check to District.

B. Provider shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

C. Providers that have more than one employee must set up an account with the Texas Department of Public Safety ("DPS") in order to obtain criminal histories on their covered employees. To set up an account with DPS, a Provider should contact the crime records

service bureau at (512) 424-2474.

D. Providers with a single employee must obtain a FAST PASS from the District in order to obtain their criminal history. Providers should contact the District's Human Resources Department to obtain the FAST PASS at (713) 556-7343.

E. Providers must present a list of all employees who may have direct contact with students to **McALLEN ISD.**

F. Provider must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

G. Provider must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Provider has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract.

H. The District may terminate this Contract if the district determines that the person or business entity failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for undisputed services performed before the termination of the contract.

I. **WARNING**: Section 44.034 of the Texas Education Code requires that 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.

XIII. Entire Understanding

This Agreement constitutes the entire understanding between the Parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the Party against whom enforcement of such modification is sought.

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

Region 18 Education Service Center

By: _____ 4/3/26

Dr. Devitt Smith — Date

CEO/Executive Director

McALLEN Independent School District

By: _____

Lucia Regalado — Date

Board of Trustees, President

Approved as to form

by: JOHNATHAN BALL (Jun 15, 2026 17:20:15 CDT)

Johnathan Ball, Staff Attorney

SUBSCRIPTION AND LICENSE AGREEMENT

This Subscription and License Agreement (this "Agreement") is a legally binding contract between Region 18 Education Service Center/Texas Center for Educator Excellence (TxCEE) ("Vendor") and the entity executing this Agreement ("Subscriber"). This Agreement is effective as of the date set forth in Section 14 (the "Effective Date"). Subscriber's use of and Vendor's provision of Vendor's Services (as defined below in Section 1.8) are governed by this Agreement.

1. DEFINITIONS. The following capitalized terms shall have the following meanings in this Agreement.

1.1. "AUP" means Vendor's acceptable use policy currently posted at https://teems.txcee.org/828/help/article/95?3, as updated from time to time.

1.2. "Subscriber's Clients" means any of Subscriber's agents or employees or third parties to which Subscriber gives access to the Services.

1.3. "Client ToS" means such terms of service as Vendor may require for Subscriber's Clients, as updated from time to time.

1.4. "Subscriber Data" means data in electronic form (including without limitation, text, images, photos, audio files, video files, or other forms of data or communication) that is input, submitted, posted, uploaded, transmitted, collected, displayed, reported or used in the Services by or from Subscriber, including without limitation by Subscriber's Clients or by other Users.

1.5. "Documentation" means Vendor's standard manual and training materials for Subscribers relating to use of the Services.

1.6. "Order" means a purchase order for access to the Services.

1.7. "Privacy Policy" means Vendor's privacy policy, currently posted at https://teems.txcee.org/828/help/article/95?3, as updated from time to time

1.8. "Services" means Vendor's services, including Vendor's online educator human capital management platform currently available at the website (https://teems.txcee.org), and any other platforms, APIs, interfaces, related web sites, networks, downloadable software, and other services provided by Vendor.

1.9. "Term" is defined in Section 12.1 below.

1.10. "User" means any company or individual who uses the Services, whether authorized or not, including without limitation Subscriber's Clients.

2. THE SERVICES.

2.1. Use of the Services. During the Term (as defined in Section 12 below), Subscriber and Subscriber's Clients may access and use the Services pursuant to the terms of a then-current Order, including such features and functions as the then-current Order requires.

2.2. Service Levels. Vendor shall employ commercially reasonable efforts to provide the Services. Vendor

shall not be required to issue refunds or to make payments to Subscriber for unavailability of the Services under any circumstances, including without limitation after termination of this Agreement.

2.3. Documentation: Subscriber may reproduce and use the Documentation solely as necessary to support Subscriber's Clients' use of the Services.

2.4. Subscriber's Clients. Subject to the provisions below of this Section 2.4, Subscriber may authorize Subscriber's Clients to access and use the Services in such numbers and according to such restrictions as are set forth in the applicable Order, solely for the purpose of facilitating human capital management of educators using the Services. Subscriber shall: (a) provide complete name and contact information for each proposed Subscriber's Client upon or before providing such access, and update such information as soon as it become aware of a change; and (b) require that each Subscriber's Client execute the then-standard Client ToS. Subscriber shall make no representations or warranties regarding the Services or any other matter, to Subscriber's Clients or Users or any other third party, from or on behalf of Vendor, and Subscriber shall not create or purport to create any obligations or liabilities for Vendor. Vendor may reject any proposed Subscriber's Client for any reason that does not violate applicable law, in its sole discretion. To the extent permitted by law, Subscriber shall be jointly and severally liable to Vendor for Subscriber's Client's compliance with the Client ToS. Vendor shall have no obligation to provide support or other services or other remedies to Subscriber's Clients.

2.5. Services Revisions. Vendor may revise the components, features, functions, and/or URL of the Services at any time.

3. DOWNLOADABLE APPLICATION.

3.1. License. Vendor may, at its option, additionally make the Services accessible to Subscriber's Clients via a downloadable application (the "App"). The App is a component of the Services and is included in references thereto, except in this Section 3 and in any other provision that separately addresses the App. If Vendor makes the Services accessible to Subscriber's Clients via the App, Vendor hereby grants each Subscriber's Client a nonexclusive license to download and use a single copy of the App, solely as a component of the Services, provided Subscriber's Client complies with the restrictions set forth below in Section 3.2 (*Restrictions on Software Rights*). The license in the preceding sentence does not include any download, distribution, copying, or use of the App by any third party, and Subscriber and Subscriber's Clients shall not permit or facilitate any such download, distribution, copying, or use by any third party.

3.2. Restrictions on Software Rights. Copies of the App created or transferred pursuant to this Agreement are licensed, not sold, and Subscriber and Users receive no title to or ownership of any copy or of the App itself. Furthermore, Subscriber and Users receive no rights to the App other than those specifically granted in Section 3.1 above. Without limiting the generality of the foregoing, Subscriber and Subscriber's Clients shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the App; (b) use the App in any way forbidden by the AUP; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the App's source code.

4. SUBSCRIPTION FEES. Subscriber shall pay Vendor the fee (the "Subscription Fee"), if any, set forth in the Interlocal Agreement upfront and in full. Vendor will not be required to refund any portion of a Subscription Fee under any circumstances. Vendor's invoices are due within 30 days of issuance.

5. SUBSCRIBER DATA & PRIVACY.

5.1. Permission from Subscriber. Subscriber, on its own behalf and on behalf of each Subscriber Client, grants Vendor permission to access, process, and otherwise use Subscriber Data in order to provide Vendor's products and/or services to Subscriber, to track and analyze Subscriber use of the Services, and make Subscriber Data available to other users of the Services and other third parties. To the extent that Subscriber has intellectual property rights in Subscriber Data, Subscriber grants Vendor a worldwide, perpetual, non-exclusive, royalty-free, sublicensable, transferable license to use and prepare derivative works from Subscriber Data for the purposes outlined in this Agreement.

5.2. Rights in Subscriber Data. Subscriber represents and warrants that Subscriber and/or Subscriber's Clients own all Subscriber Data or have received a valid license to Subscriber Data and that submitting or transmitting Subscriber Data to or through the Services will not violate the rights of any third party, including intellectual property rights, privacy rights, publicity rights, rights protected by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), or rights protected by an applicable federal or state law, including without limitation the Texas Education Code ("TEC") and the Texas Government Code. Vendor is under no obligation to review or screen Subscriber Data or other Users' data. If Subscriber believes that any User has violated Subscriber's or another party's intellectual property rights, privacy rights, publicity rights, or rights of non-disclosure, Subscriber may contact Vendor for resolution via the contact information provided in Vendor's Privacy Policy.

5.3. Privacy Policy. Vendor may manage any of Subscriber Data containing personally identifiable information as set forth in Vendor's Privacy Policy. The Privacy Policy applies only to the Services and does not apply to any third party website or service linked to the Services or recommended or referred to through the Services by Vendor or other Users.

5.4. Risk of Exposure. **SUBSCRIBER UNDERSTANDS AND AGREES THAT SHARING AND HOSTING CONTENT ONLINE INVOLVES RISKS OF UNAUTHORIZED DISCLOSURE OR EXPOSURE AND THAT, IN SUBMITTING SUBSCRIBER DATA, TRANSMITTING SUBSCRIBER DATA THROUGH THE SERVICES, AND ACCESSING AND USING THE SERVICES, SUBSCRIBER ASSUMES THESE RISKS.** Vendor offers no representation, warranty, or guarantee that Subscriber Data will not be exposed or disclosed through errors or the actions of Subscriber, Subscriber's Clients, or third parties.

5.5. Data Accuracy and System Configuration.

(a) Vendor shall have no responsibility or liability for the accuracy of data uploaded to the Services, including without limitation Subscriber Data and any other data uploaded by other Users. Subscriber is solely responsible for any errors, losses, or damages to the Services that may result from Subscriber's actions, Users' actions, or the actions of a third-party on behalf of Subscriber or Users, to upload such Services.

(b) Vendor shall have no responsibility or liability for the accuracy of any system set up or configuration to the Services, including without limitation Subscriber Data and any other data set up or configured by other Users. Subscriber is solely responsible for any errors, losses, or

damages to the Services that may result from Subscriber's actions, Users' actions, or the actions of a third-party on behalf of Subscriber or Users, to set up and configure Services.

5.6. Right to Retain, Delete or Suspend Access. Subscriber agrees that Subscriber shall not rely on the Services for backup or storage of Subscriber Data. Vendor may retain Subscriber Data even if Subscriber is no longer using the Services or has terminated this Agreement, but is not required to provide copies of Subscriber Data to Subscriber. Vendor may permanently delete or erase Subscriber Data or suspend Subscriber access to Subscriber Data through the Services if Subscriber's account is delinquent or suspended for 30 days or more, or terminated.

5.7. Excluded Data. Subscriber represents and warrants that Subscriber Data does not and will not include, and Subscriber has not and shall not upload or transmit to Vendor's computers or other media, any data ("Excluded Data") regulated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (the "Excluded Data Laws"). SUBSCRIBER RECOGNIZES AND AGREES THAT: (a) VENDOR HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (b) VENDOR'S SERVICES ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

5.8. Aggregate & De-Identified Data. Notwithstanding the provisions above of this Section 5, Vendor may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data and De-Identified Data in any way, in its sole discretion. ("Aggregate Data" refers to summaries of Subscriber Data, or of data that includes Subscriber Data, that do not include personally identifiable information or the names or addresses of Subscriber and any of its Users. "De-Identified Data" refers to Subscriber Data with the following removed: personally identifiable information and the names and addresses of Subscriber and any of its Users.)

6. SUBSCRIBER'S RESPONSIBILITIES & RESTRICTIONS.

6.1. Acceptable Use. Subscriber and each of Subscriber's Clients shall comply with the AUP. Subscriber shall not: (a) in any way allow third parties to exploit the Services, except Subscriber's Clients as specifically authorized by this Agreement; (b) provide Services passwords or other log-in information to any third party, except Subscriber's Clients as specifically authorized by this Agreement; (c) share non-public features or content of the Services with any third party, except Subscriber's Clients as specifically authorized by this Agreement; (d) access the Services in order to build a competitive product or service, to build a product using similar ideas, features, functions, or graphics, or to copy any ideas, features, functions, or graphics of the Services; or (e) engage in web scraping or data scraping on or related to the Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler. In the event that Vendor suspects any breach of the requirements of this Section 6.1, including without limitation by Subscriber's Clients, Vendor may suspend Subscriber's and all Subscriber's Clients' access to the Services without advanced notice, in addition to such other remedies as Vendor may have. Neither this Agreement nor the AUP requires that Vendor take any action against Subscriber or any User or other third party for violating the AUP, this Section 6.1, or this Agreement, but Vendor is free to take any such action at its sole discretion.

6.2. Unauthorized Access. Subscriber and Subscriber's Clients shall take reasonable steps to prevent unauthorized access to the Services, including without limitation by protecting passwords and other

log-in information. Subscriber and Subscriber's Clients shall notify Vendor immediately of any known or suspected unauthorized use of the Services or breach of Subscriber's security and shall use best efforts to stop said breach.

6.3. Compliance with Laws. In using the Services, Subscriber and Subscriber's Clients shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Subscriber Data, including without limitation FERPA, the Government Code, and the TEC.

6.4. Subscriber's Clients & Other Users; Services Access. Subscriber is responsible and, to the extent permitted by law, liable for: (a) Subscriber's Clients' use of the Services, including without limitation unauthorized User conduct and any User conduct that would violate the AUP, the Subscriber's Clients Terms of Service, or the requirements of this Agreement applicable to Subscriber; and (b) any use of the Services through Subscriber's account, whether authorized or unauthorized.

6.5. Communications from Vendor. Subscriber and each of Subscriber's Clients consent to receive electronic communication (e.g., email and/or text messages) from Vendor in connection with use of the Services at Subscriber's sole cost.

7. INTELLECTUAL PROPERTY ("IP") & FEEDBACK.

7.1. IP Rights to the Services. Vendor retains all right, title, and interest in and to the Services, including without limitation the App and all other all software used to provide the Services and all graphics, user interfaces, logos, trademarks reproduced through the Services, as well as all Subscriber Data input, reported, transmitted, or stored using the Services. This Agreement does not grant Subscriber any intellectual property license or rights in or to the Services or any of its components, except to the limited extent that this Agreement specifically sets forth Subscriber license rights to the App or the Documentation. Subscriber recognizes and acknowledges that the Services and its components are proprietary and protected by trademark, copyright, trade secret, and other laws.

7.2. Feedback. Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Subscriber, Subscriber's Clients, or other Users provide to Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Subscriber or the Subscriber's Client or other User in question. Feedback will not constitute Subscriber's confidential information. Subscriber, on its own behalf and on behalf of its end users, hereby grants Vendor a perpetual, irrevocable, royalty-free right and license to exploit Feedback in any and every way. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)

8. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items Vendor discloses to Subscriber or Subscriber's Clients: (a) any document Vendor marks "Confidential"; (b) any information Vendor orally designates as "Confidential" at the time of disclosure, provided Vendor confirms such designation to Subscriber in writing within five (5) business days; (c) the Documentation, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information Subscriber or Subscriber's Clients should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Subscriber's possession at the time of disclosure; (ii) is independently developed by Subscriber without

use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Subscriber's improper action or inaction; or (iv) is approved for release in writing by Vendor.

8.1. Nondisclosure. Subscriber shall not use Confidential Information for any purpose other than facilitating human capital management of educators using the Services (the "Purpose"). Subscriber: (a) shall not disclose Confidential Information to any employee or contractor of Subscriber unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Subscriber with terms no less restrictive than those of this Section 8; and (b) shall not disclose Confidential Information to any other third party without Vendor's prior written consent. Without limiting the generality of the foregoing, Subscriber shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Subscriber shall promptly notify Vendor of any misuse or misappropriation of Confidential Information that comes to Subscriber's attention. Notwithstanding the foregoing, Subscriber may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Subscriber shall give Vendor prompt notice of any such legal or governmental demand and reasonably cooperate with Vendor in any effort to seek a protective order or otherwise to contest such required disclosure, at Vendor's expense.

8.2. Injunction. Subscriber agrees that breach of this Section 8 would cause Vendor irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Vendor will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

8.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 8.1 above (*Nondisclosure*) will terminate five (5) years after termination of this Agreement; provided that such obligations related to Confidential Information constituting Vendor's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Subscriber shall return all copies of Confidential Information to Vendor or certify, in writing, the destruction thereof.

8.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Vendor will retain all right, title, and interest in and to all Confidential Information.

8.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Subscriber is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

(a) *IMMUNITY.* An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) *USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT.* An individual who files

a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

(c) *NO WAIVER OF IMMUNITY.* Vendor is a governmental entity of the State of Texas, and, as such, enjoys certain privileges and immunities under state and federal law. Nothing contained herein shall be considered as a limitation or waiver of any such privilege or immunity.

9. REPRESENTATIONS & WARRANTIES.

9.1. From Vendor. Vendor represents and warrants that it is the owner of the Services and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. Vendor's representations and warranties in the preceding sentence do not apply to use of the Services in combination with hardware or software not provided by Vendor. In the event of a breach of the warranty in this Section 9.1, Vendor, at its own expense, will promptly take the following actions: (a) secure for Subscriber the right to continue using the Services; (b) replace or modify the Services to make it non-infringing; or (c) terminate the infringing features of the Services and refund to Subscriber any prepaid fees for such features, in proportion to the portion of the Term left after such termination. In conjunction with Subscriber's right to terminate for breach where applicable, the preceding sentence states Vendor's sole obligation and liability, and Subscriber's sole remedy, for breach of the warranty in this Section 9.1 and for potential or actual intellectual property infringement by the Services.

9.2. From Subscriber.

(a) *Regarding Subscriber.* Subscriber represents and warrants that: (i) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (ii) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Services; and (iii) it is an entity authorized to do business pursuant to applicable law.

(b) *Regarding Subscriber's Clients.* Subscriber represents and warrants that, to the best of its knowledge: (i) each Subscriber's Client will have the full right and authority to enter into, execute, and perform its obligations as required under this Agreement and the Client ToS, with no pending or threatened claim or litigation that would have a material adverse impact on its ability so to perform; (ii) Subscriber will accurately identify each Subscriber's Client and will not provide any inaccurate information about a Subscriber's Client or other User to or through the Services; and (iii) each Subscriber's Client is an individual human person 18 years old or older.

9.3. Warranty Disclaimers. Except to the extent set forth in in Section 9.1 above, SUBSCRIBER AGREES THAT SUBSCRIBER ACCEPTS THE SERVICES "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT

LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR HAS NO OBLIGATION TO INDEMNIFY OR DEFEND SUBSCRIBER AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (c) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT SUBSCRIBER DATA WILL REMAIN PRIVATE OR SECURE; (d) VENDOR DISCLAIMS ANY REPRESENTATION OR WARRANTY CONCERNING PRODUCTS OR SERVICES PROVIDED BY OTHER USERS OF THE SERVICES OR OTHER THIRD PARTIES; AND (e) VENDOR DISCLAIMS ANY REPRESENTATION OR WARRANTY CONCERNING ACCURACY, SET-UP, AND CONFIGURATION OF SERVICES, INCLUDING WITHOUT LIMITATION, SUBSCRIBER DATA.

10. INDEMNIFICATION. To the extent permitted by law, Subscriber shall defend, indemnify, and hold harmless Vendor and the Vendor Associates (as defined below) against any "Indemnified Claim," meaning any claim, suit, or proceeding arising out of or related to Subscriber's alleged or actual use of, misuse of, or failure to use the Services, including without limitation: (a) claims by Subscriber's Clients or other Users or by Subscriber's employees; (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Subscriber Data; (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the Services through Subscriber's account, including without limitation by Subscriber Data; (d) claims that use of the Services through Subscriber's account, including by Subscriber's Clients or other Users, harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising; and (e) claims that use of the Services through Subscriber's account, including by Subscriber's Clients or other Users, violates FERPA or the TEC. Indemnified Claims include, without limitation, claims arising out of or related to Vendor's negligence. Subscriber's obligations set forth in this Section 10 include retention and payment of attorneys and payment of court costs, as well as settlement at Subscriber's expense and payment of judgments. Vendor will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (The "Vendor Associates" are Vendor's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

11. LIMITATION OF LIABILITY.

11.1. Dollar Cap. VENDOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE SUBSCRIPTION FEE PAID BY SUBSCRIBER FOR ANY TWELVE-MONTH PERIOD.

11.2. Exclusion of Consequential Damages. IN NO EVENT WILL VENDOR BE LIABLE TO SUBSCRIBER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THIS AGREEMENT.

11.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS SECTION 11 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) TO LIABILITY FOR BREACH OF WARRANTIES; (c) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (d) EVEN IF VENDOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (e) EVEN IF SUBSCRIBER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 11, Vendor's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Vendor's liability limits and other rights set forth in this Section 11 apply likewise to Vendor's

affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

12. Term & Termination.

12.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and continue until August 31, 2027. Thereafter, the Term will automatically renew for successive twelve (12) month periods, unless either party provides written notice of termination sixty (60) or more days before the anniversary of the Effective Date. Subscriber shall pay the then-applicable Subscription Fee for any such renewal pursuant to an additional Order.

12.2. *Termination for Cause*. Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure. Without limiting Vendor's other rights and remedies, Vendor may suspend or terminate a Subscriber's Client's or other User's access to the Services at any time, without advanced notice, if Vendor reasonably concludes such Subscriber's Client or other User has conducted itself in a way that is not consistent with the requirements of the AUP, the Client ToS, or the other requirements of this Agreement or in a way that subjects Vendor to potential liability.

12.3. Effects of Termination. Upon termination of this Agreement, Subscriber shall cease all use of the Services and delete, destroy, or return all copies of the Documentation in its or Subscriber's Clients' possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Subscriber to pay Subscription Fees incurred before termination; (b) Sections 7 (*Intellectual Property & Feedback*), 8 (*Confidential Information*), 9.2 (*Warranty Disclaimers*), 10 (*Indemnification*), 11 (*Limitation of Liability*), and 13 (*Miscellaneous*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

13.MISCELLANEOUS.

13.1. Independent Contractors. Vendor and Subscriber are independent contractors and will so represent themselves in all regards. Neither Vendor nor Subscriber is the agent of the other, and neither may contract on the other's behalf. The parties agree that no Vendor employee or contractor shall be at the same time an employee of Subscriber.

13.2. Notices. Vendor and Subscriber may send any notices hereunder by USPS 1st class mail with carbon copy by email at the contact addresses set forth below and as updated by either party from time to time. Such notices will be deemed received 3 business days after they are mailed or transmitted.

VENDOR	SUBSCRIBER
Texas Center for Educator Excellence (TxCEE) 1705 S Capital of Texas Hwy, Ste 400 Austin, TX 78746 cc: Underwood Law Firm Attn: David P. Backus P.O. 16197	McALLEN Independent School District 2000 N. 23rd St. McALLEN, Tx 78501 *District Main (956) 618-6000*

Lubbock, Texas 79490	
Email: Claude Pardue, claude.pardue@txcee.org Daniel Moses, dmoses@txcee.org	Email: *John Grossi* *John.grossi@mcallenisd.net*
Phone: Claude Pardue, (512) 538-0648 Daniel Moses, (512) 537-4369	Phone: 956-618-6000 District Main: John Grossi

13.3. Assignment & Successors. Subscriber may not assign this Agreement or any of its rights or obligations hereunder without Vendor's express written consent. Except to the extent forbidden in this Section 13.3, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

13.4. Force Majeure. No delay, failure, or default, other than a failure to pay Subscription Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

13.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

13.7. Choice of Law & Jurisdiction: This Agreement will be governed solely by the internal laws of the State of Texas, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Travis County, Texas. This Section 13.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

13.8. Conflicts. In the event of any conflict between this Agreement and any Vendor policy posted online, including without limitation the AUP, Client ToS, or Privacy Policy, the terms of this Agreement will govern.

13.9. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

13.10. Technology Export. Subscriber shall not: (a) permit any third party to access or use the Services in violation of any U.S. law or regulation; or (b) export any software provided by Vendor or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Subscriber shall not permit any third party to access or use the Services in, or export such software to, a country subject to a United States embargo.

13.11. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

13.12. Amendment. Vendor may amend this Agreement from time to time by posting an amended version at its Website https://teems.txcee.org/828/help/article/95?3, and sending Subscriber written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Subscriber first gives Vendor written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Subscriber's next Term following the Proposed Amendment Date (unless Subscriber first terminates this Agreement pursuant to Section 12 (*Term & Termination*). Subscriber's continued use of the Services following the effective date of an amendment will confirm Subscriber's consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party. Notwithstanding the foregoing provisions of this Section 13.12, Vendor may revise the Privacy Policy, Client ToS, and AUP at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted.

13.13. Authority. EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON SUBSCRIBER'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUBSCRIBER TO THESE TERMS AND CONDITIONS.

13.14. No Israel Boycott Verification. By execution of this Agreement, Subscriber certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. "Boycott" means 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 specifically 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.

13.15. Companies Engaged in Business with Iran, Sudan, Or A Foreign Terrorist Organization. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Vendor is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Agreement, Subscriber certifies to Vendor that it is not a listed company under any of those Texas Government Code provisions. Subscriber hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading Vendor to believe that Subscriber was a listed company at the time of this procurement.

14.ACCEPTANCE.

ACCEPTED AND AGREED:

VENDOR	SUBSCRIBER
Texas Center for Educator Excellence (TxCEE) By: _____ Title: Executive Director/CEO Printed Name: Dr. DeWitt Smith	McALLEN Independent School District By: _____ Title: Board of Trustees, President Printed Name: Lucia Regalado
Date: 6/14/2026	Date:

The Effective Date of this Agreement is June 8, 2026.

Approved as to form

by: JOHNATHAN BALL (Jun 15, 2026 17:20:15 CDT)

Johnathan Ball, Staff Attorney

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Memorandum of Understanding No. 2027-019 Hidalgo County Head Start Program

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Head Start Act Public Law 110-134 allows for Hidalgo County Head Start Program ("HCHSP") to coordinate and collaborate with McAllen Independent School District ("District") to manage a high-quality funded preschool program in the service area.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The purpose of the Memorandum of Understanding ("MOU") between the District and HCHSP is to develop and foster a cohesive partnership that provides a high quality program for children and their families. Both parties agree to communicate and share leadership responsibilities to maximize resources; and to ensure that the program is developed, implemented, and reviewed annually to improve quality of services.

LEGAL REVIEW:

The MOU has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds are budgeted through Early Childhood Allotment and Local Funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Memorandum of Understanding No. 2027-019 Hidalgo County Head Start Program with Hidalgo County from July 1, 2026 through June 30, 2031.

Attachment: ☑

SUBMITTED BY: _____

SUPERVISOR: Jeanette Nino (Jun 14, 2026 10:52:34 CDT)

For further information contact:
Name: Mrs. Jeanette Nino, Associate Superintendent for Instructional Leadership
Office: 956-618-6053
eMail: jeanette.nino@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 12:08:40 CDT)

Superintendent of Schools

Memorandum of Understanding between
Hidalgo County Head Start Program
And
McAllen Independent School District

PARTIES TO THE MOU:
This memorandum of understanding (MOU) represents a collaborative agreement between Hidalgo County Head Start Program, herein, referred to as **HCHSP** and the McAllen Independent School District (a political subdivision for the State of Texas and a legally constituted Independent School District located with Hidalgo County, Texas) herein referred to as **ISD**, for services.

PERIOD OF MOU:
The MOU period will be from **July 1, 2026, to June 30, 2031.**

PURPOSE:
The Purpose of the HCHSP and ISD is to:

A. Create full-day, full-school year early care and education services for income-eligible families who need services offered collectively by HCHSP and ISD.
B. Co-deliver Head Start and PreK seamlessly with supportive child and family services.
C. Identify the collaboration roles and responsibilities of the parties and enhance linkages and relationships to deliver coordinated services.
D. Improve the availability, quality, and coordination of comprehensive services for children ages three through five and their families by ensuring that all children in the service area have access to high-quality education and comprehensive services.
E. Coordinate resources and information including data, child assessments, financial resources, equipment, and other educational support.

REGULATORY AUTHORIZATION:

A. Head Start's responsibility for coordination and collaboration with the appropriate local entity responsible for managing high-quality publicly funded preschool programs in the service area of the Head Start grantee is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007".
B. In accordance with the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007," Head Start will coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.), the agencies responsible for administering Section 106 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5106a), and Parts B and E of Title IV of the Social Security Act (42 U.S.C. 621 et seq., 670 et seq.) programs under Subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et. seq.) Even Start programs under Subpart 3 of Part B of Title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6381 et seq.) programs under Section 619 and Part C of the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1419, 1431 et. seq.), and other entities providing early childhood education and development programs or services, serving the children and families served by the Head Start agency.
C. In accordance with the Head Start Program Performance Standards: 45 CFR Chapter XIII, Sections in parts §1301, §1302, §1303, §1304, and §1305; and all Head Start Program Instructions and Head Start Memorandums.

D. In accordance with the General Appropriations Act, Article III, Rider 78, passed and signed in 2017, state-funded PreK programs are to implement high-quality PreK consistent with the High-Quality PreK program requirements in **Texas Education Code** (TEC) §29.167 – 29.171 and consistent with the provisions of TEC Chapters 41 and 42.
E. Collaboration classrooms will align with **Texas Child Care Licensing** (CCL) standards, rules and laws, expression, age, or disability.

COLLABORATION FRAMEWORK:

HCHSP and ISD will collaborate fully with joint responsibility on the following:

A. Educational activities include child and teacher classroom environment assessments.
B. Recruitment activities to include public information related to the partnership.
C. Resources and responsibilities for ongoing staff development.
D. Program technical assistance.
E. Assessing and responding to parent needs.
F. Transition activities for kindergarten placement.
G. Use of facilities.
H. Disabilities services referrals and further assessments.
I. Alignment of curriculum with activities and objectives that support a blended Head Start and PreK program approach and high-quality learning environments in which the classroom teacher and teaching assistance co-deliver and share the responsibility of lesson planning, the fidelity of instruction and documented progress for all students assigned to their classroom. The teachers will collaboratively make instructional decisions as a team and share the responsibility of student outcomes in a manner consistent with the Family Educational Rights and Privacy Act (FERPA).
J. Sharing educational data through at least third grade at an aggregated level and /or individual level as appropriate to ensure program impact is measured and tracked and HCHSP and ISD name each other as "educational officials" for the purpose of FERPA records handling.
K. Sharing documentation to support HCHSP Non-Federal Match requirements.
L. Collaboration partners will coordinate to provide collaborative Head Start and PreK services for age and income eligible PreK children and their families for a minimum of 420 minutes per day for not less than 1,020 hours annually.
M. ISD will permit any Head Start federal or state authorities or other regulatory agencies to observe and evaluate the delivery and /or performance of services. This includes access to any books, papers, and records of ISD that are related to this Agreement for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions. ISD will comply with all laws, ordinances, rules, and regulations of any government entity pertaining to its performance pursuant to this Agreement.
N. ISD will ensure, in accordance with the Federal Drug-Free Workplace Act of 1988, that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibitive for individuals who are directly engaged in the performance of work pursuant to this Agreement.
O. ISD agrees to ensure attendance of ISD staff to pertinent collaboration meetings and professional development (PD) as required or mandated, and appropriate proof of attendance is provided for employment records.
P. ISD and HCHSP leadership will schedule and convene two (2) regular collaboration meetings to evaluate and review partnership service delivery in accordance with 45 CFR Chapter XIII, Head Start Program Performance Standards (HSPPS) and the Head Start for School Readiness Act of 2007.
Q. ISD agrees to ensure that each ISD teacher of record completes two (2) parent conferences and that HCHSP staff will complete two (2) home visits per HCHSP requirements.

R. HSCHP will provide an HCHSP employee or trained volunteer to provide a duty-free, thirty (30) minute lunch break for the ISD teacher for collaboration classrooms on ISD campuses.
S. ISD and HCHSP will remain in compliance with all local, state, and federal rules, regulations, and requirements. If either party does not meet compliance, the other party may terminate this agreement immediately should the findings impact on the provisions.
T. Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
U. The teacher of record will submit weekly lesson plans to the HCHSP Campus Director and the ISD designee.
V. ISD teachers and other staff working directly with children will maintain a staff file which meets all Head Start Program Performance Standards (HSPPS) and/or Child Care Licensing Minimum Standards at both HCHSP and ISD campuses.
W. HCHSP teachers and TAs and other staff working directly with children will maintain a staff file which meets all TEA regulations at ISD campuses.
X. A minimum of two (2) home visits (in a child's home) will be conducted by HCHSP staff with all collaboration families. ISD staff will be encouraged to participate in all home visits.
Y. A minimum of two (2) parent conferences will be conducted by ISD teachers of record with all collaboration families. HCHSP TAs will be encouraged to participate in all parent conferences.
Z. Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.

Children's Learning Institute (CLI) Requirements for Collaboration Classrooms:

A. CLI will establish student-level data viewing and editing permissions for collaboration classrooms after a copy of the signed document and specific classroom collaboration details are received by CLI.
B. Specific collaboration details of classes, teachers, and students will be provided to CLI before collaborations are established in the CLI Engage database:
    a. Each party will designate a primary contact for all collaborations and inform CLI of the contacts.
    b. Collaboration information must be submitted to CLI in the approved format that includes the names of both parties, schools, and teacher(s) assigned to the shared classrooms.
    c. Primary contacts from both parties will approve collaboration details in writing via email.
C. Both parties will share only dually enrolled students in collaboration classrooms.
D. Both parties will be able to view and edit data for only those classes approved by both parties.
E. Users with CLI Engage accounts will have access to view student-level data
F. HCHSP/ISD Users and Specialists to view and edit student-level data for classes at schools that they are assigned to view.
    a. Designee/HCHSP staff will only have access to view and edit student-level data for classes at schools that they are assigned to view.
    b. School/HCHSP Specialists will only have access to view and edit student-level data for classes at schools that they are assigned to view.
    c. Teachers will only have access to view and edit student-level data for classes that they are assigned to view.
G. The parties will establish which party will upload student-level data into CLI Engage.
H. Either party can request that access to view and edit student-level information be removed from the other party at any time.
I. CLI will require written consent from both parties before any changes are made to student-level, permission for users who have access to view and edit student-level data.

HCHSP RESPONSIBILITIES:

A. HCHSP will provide one (1) Campus Director to provide overall supervision of HCHSP operations and federal and state regulations, including supervision of staff, and will work with the ISD designee to ensure all ISD regulations are adhered to.
B. HCHSP will provide TEA certified teacher of record with a bilingual certification to be paired with ISD teaching assistant (TA) with an Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credential.
C. HCHSP will provide teacher assistants (TA) with an Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed to be paired with ISD teachers of record for every collaboration classroom.
D. HCHSP will provide one (1) Disability Aide/Floater for every two (2) classrooms to support the required TEA conference period for the teachers of record and aid classrooms with children with disabilities or children with challenging behaviors.
E. HCHSP will provide one (1) Social Worker/Family Services Worker for every two (2) classrooms to conduct case management and support for families.
F. HCHSP will provide custodians responsible for the cleaning of HCHSP collaboration classrooms and implement meal prep for all collaboration classrooms.
G. HCHSP will ensure vacancies for Head Start staff are filled by HCHSP as soon as possible.
H. HCHSP will provide substitutes for Head Start teachers and TAs. HCHSP uses "Frontline®" software to manage substitutes.
I. HCHSP will permit ISD and other regulatory agencies to observe and evaluate the delivery and/or performance of contracted services. This includes access to any books, papers, and records of ISD that are related to this contract for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions. HCHSP and ISD must comply with all laws, ordinances, rules, and regulations of any government entity pertaining to its performance pursuant to this Agreement.
J. HCHSP will maintain complete records which pertain to the Agreement for a period of three (3) years beyond the Agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved, and if such claim or audit is started before the expiration date of the three (3) year period.
K. HCHSP will provide children and family support services as per 45 CFR Chapter XIII.
L. HCHSP will adhere to HSPPS and the Head Start for School Readiness Act of 2007.
M. HCHSP will complete, maintain, and review Head Start child files for eligibility criteria requirement.
N. HCHSP will ensure Head Start representatives regularly conduct scheduled on-going, on-site monitoring visits, technical assistance and training, and review of children and family files.
O. HCHSP will provide ISD with written copies of site visit reports required for corrective action as appropriate.
P. HCHSP will provide ongoing training and technical assistance as needed in all areas of the program.
I. HCHSP will provide meals to all collaboration children, as per USDA/Child and Adult Nutrition Program guidelines for all collaboration children on ISD campuses. HCHSP and ISD staff will eat breakfast and lunch with the children (family style service), unless ISD staff have a conference period during mealtimes. Head Start funds will be used to pay for ISD and HCHSP adult meals monthly upon verification of meal consumption.
J. HCHSP will indemnify and hold harmless ISD, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including disbursements its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there

from) to all persons, whether employees of negligence in the performance of its obligations to the extent permitted by Texas law and without waiver of any immunity or defense.

ISD RESPONSIBILITIES:

A. ISD will provide TEA certified ISD teachers of record to be paired with HCHSP teaching assistants (TA) with an Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed for all collaboration classrooms.

B. ISD will provide TAs with an Associates of Arts (AA) Degree in Early Childhood Education or Interdisciplinary Studies (EC-4) or Child Development Associate (CDA) credentialed to be paired with HCHSP teachers for designated collaboration classroom.

C. ISD will provide a full-time armed Police Officers (PO) for ISD collaboration campuses.

D. ISD will provide a qualified substitute for ISD teachers and TAs. If ISD is unable to acquire a qualified substitute, HCHSP will provide the substitute, and ISD will reimburse HCHSP for those substitutes.

E. The ISD teacher and TA are considered a Non-Federal Match for HCHSP. Other staff such as administrative staff and additional teaching staff (music, library, and art) are charged on a percentage basis of time/children to be included as Non-Federal Share for HCHSP. Documentation of this cost will be submitted by ISD to HCHSP.

F. ISD will provide email accounts and internet access to all collaboration HCHSP staff, as applicable.

G. ISD will provide office space for the Campus Director and Social Workers/Family Services Workers and provide a prep-kitchen for collaboration classrooms in ISD facilities.

H. ISD will collaborate with HCHSP to correct any written notice of findings and/or noncompliance(s) found during the Head Start Program Review process and provide written evidence of correction or improvement.

I. ISD will maintain complete records which pertain to the agreement for a period of three (3) years beyond the agreement ending date or until all litigation, claims, or audit findings involving the records have been resolved if such claim or audit is started before the expiration date of the three (3) year period.

J. ISD will ensure that existing ISD campus medical staff is available to all children enrolled in collaboration classrooms and will assist the HCHSP staff with invasive procedures or other assigned duties which non-licensed personnel are unable to perform. ISD campus medical staff will assist HCHSP in collecting children's immunizations, physicals, dental checkups, and lead testing prior to enrollment in order to receive full-day services.

K. ISD will comply with TEA and HCHSP requirements on criminal background checks to ensure that employees, substitutes, or contractors do not have a criminal background that would invalidate their acceptability for employment.

L. ISD will complete annually and prior to the first day of school, the ISD Personnel File Requirements forms to serve as the Head Start Personnel File as required by HCHSP regulations.

M. ISD will maintain child and family data, which contains personal and confidential information, within a secure area accessible to collaboration staff.

N. ISD will not assist, transfer, or subcontract for the provision of services under this Agreement prior to written consent obtained from HCHSP.

O. ISD will indemnify and hold harmless HCHSP, its officers, agents, servants and employees from and against any and all loss, cost, expense, liability, damage for injury, including disbursement to its officers, agents, servants and employees may directly or indirectly sustain, suffer or incur as a result of any and all damage or injury of any kind or nature (including death resulting there from) to all persons, whether employees are negligence in the performance of its obligations to the extent permitted by Texas law and without waiver of any immunity of defense.

P. ISD agrees to comply with 45 CFR Chapter XIII, HSPPS, and the Head Start School Readiness Act of 2007 and the other applicable regulations provided by HCHSP.
Q. ISD will provide, at no cost to HCHSP, classroom and outdoor learning space on ISD campuses where like-aged children attend. The space, along with usual and customary usage of the accompanying facilities such as library and playground, are assigned at a fair-market value (building use) for each classroom, with a rental valuation (utilities) per hour per classroom. These ISD donations are considered by HCHSP for Non-Federal Share Match.
R. On a periodic basis, HCHSP and/or its contractors will be given access to perform a certified-appraisal of ISD space used in the collaboration.
S. ISD will receive all evidence-based referrals from HCHSP to Local Education Agency (LEA) for part B or related services and maintain reciprocal progress communications 60, 90 and 120 days from date of referral.
T. ISD will provide appropriate substitute staff in collaboration classes for the ISD teacher and ISD TA. In the event ISD is unable to acquire a state childcare qualified substitute, HCHSP will secure a substitute, and ISD will reimburse HCHSP for the substitute.
U. ISD will allow outside evaluators to monitor or assess the classroom and instructional delivery including Classroom Assessment and Scoring System (CLASS) assessors up to two (2) times annually as required by 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007 and support ongoing coaching towards improving instruction and CLASS score over time.
V. ISD will provide one (1) internal static IP for the Network Video Recorder to support the video surveillance cameras that HCHSP will provide for all collaboration classrooms in ISD facilities to include playground and hallways that are used by collaboration.
W. ISD staff will be considered in the TX CLL for child-to-staff ratio.
X. ISD will provide toilet changing tables and space in ISD facilities for those children who need support.

CLASS COMPOSITION:

A. Each collaboration classroom will enroll **only** HCHSP and ISD children.
B. Each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
C. Both parties will be responsible for recruiting and support full enrollment of qualifying students at collaboration of ISD and HCHSP campuses.
D. Ten (10) percent of student slots will be available for children with special needs as per §1302.14(b)(1).

ELIGIBILITY:

A. ISD and HCHSP will ensure that the program meets and maintains eligibility, recruitment, selection, enrollment, and attendance requirements as required by both TEA and HSPPS Part §1302.1, Subpart A.
B. Children must meet age requirements (three or four years of age) by September 1 of each enrollment year.
C. At least ninety percent (90%) of children enrolled are from low-income families within the one hundred percent (100%) federal poverty guidelines and no more than ten percent (10%) of children enrolled are from families within on hundred thirty percent (130%) or above the federal poverty guidelines.

D. Families' income is verified by HCHSP employees, based on HCHSP income eligibility, before determining that a child is eligible to participate in the program.
E. HCHSP will assist with ISD with obtaining annual eligibility updates from collaboration of children and families as required by state and local entities. ISD will publicize PreK through public notices in English and Spanish in accordance with the TEC 29.153 (e), p.192.

RECRUITMENT:

A. ISD and HCHSP will recruit from service areas identified as those most in need.
B. ISD and HCHSP will ensure, prior to the beginning of the enrollment year, the solicitation of applications from Head Start eligible families within the service area.
C. HCHSP staff will assist families with filling out the Head Start application and ensure all information needed for selection and enrollment.

SELECTION:

A. ISD and HCHSP will ensure that no children are placed in the collaboration classes without following established systematic selection process criterion.
B. ISD and HCHSP will ensure that evidence is collected that fully supports proof of eligibility.
C. At the beginning of each enrollment year, ISD will assist HCHSP to develop and maintain a Head Start waitlist that ranks Head Start eligible for children according to the established systematic selection process.

ENROLLMENT:

A. ISD and HCHSP will coordinate to provide joint a PreK and Head Start registration process.
B. ISD and HCHSP will ensure that only collaboration of children will be enrolled in identified partnership classrooms.
C. Full enrollment shall be maintained at all times, and each classroom will support a maximum of twenty (20) three-year-old children and a maximum of twenty-two (22) four-year-old children. HCHSP and ISD may allow up to twenty-four (24) four-year-old children in a classroom if mutually agreed upon.
D. Children enrolled in the collaboration will remain in the program for the duration of the school year except for voluntary withdrawal.
E. ISD and HCHSP will ensure that the collaboration maintains its funded enrollment level throughout the school year.
F. ISD and HCHSP will monitor enrollment vacancies to ensure vacancies are filled with newly enrolled students within thirty (30) calendar days from the date of a declared vacancy.
G. ISD and HCHSP will ensure that a child found to be eligible for participation in the collaboration will remain eligible throughout the school year and the succeeding PreK enrollment year (if applicable).
H. ISD will provide PreK enrollment to HCHSP eligible children.

ATTENDANCE:

A. ISD and HCHSP will initiate appropriate family support procedures for all children with multiple and/or consecutive absences. When a child is absent, parents will be contacted by HCHSP within one (1) hour of school start time unless the parent has previously arranged the absence.

B. ISD and HCHSP will provide collaborative services to eligible students for the ISD adopted school calendar year.
C. ISD will allow HCHSP to communicate freely with the families of children enrolled and attending collaboration classrooms.
D. HCHSP and ISD teacher or TA will report attendance in respective system by 10:00 a.m. M-F.

SUSPENSION AND EXPULSION:

Limitations on Suspension

To support children and to support the HSPPS §1302.17:

A. The use of suspension must be prohibited or severely limited due to a child's behavior. Such suspensions may only be temporary in nature and must be approved by both ISD and HCHSP.
B. A temporary suspension must be used only as a last resort and defined in TEC 37.005 (c).
C. Before ISD and HCHSP determine whether a temporary suspension is necessary, both participating agencies must engage with an HCHSP mental health consultant, collaborate with the parents, the child's teacher, the school administrator and utilize appropriate community resources such as behavior coaches, psychologists, other appropriate specialists, or other resources as needed, to determine no other reasonable option is appropriate.
D. If a temporary suspension is deemed necessary, HCHSP and ISD must help the child return to full participation in all HCHSP and ISD activities as quickly as possible while ensuring the child's safety by:
    a. Continuing to engage with the parents and mental health consultant and continuing to utilize appropriate community resources.
    b. Developing and implementing a written plan to document the action and support needed.
    c. Providing services that include home visits.
E. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities) is appropriate.

Prohibition on Expulsion

To support children and to support the HSPPS §1302.17:

A. A child cannot be expelled or withdrawn from the partnership program due to the child's behavior except as required by 20 U.S. C 7151 and TEC 37.007 (e) and (h). Temporary home-based services will be provided by HCHSP.
B. If a child exhibits persistent and serious challenging behaviors all steps must be taken and documented to address such problems and to facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a HCHSP mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C. 705 (9) (b) of the Rehabilitation Act is not excluded from the program on the basis of disability.
C. If a child has an Individualized Educational Plan (IEP), ISD must consult with HCHSP to ensure the child receives the needed support services.
D. If a child does not have an IEP, HCHSP must collaborate, with parental consent needed, with ISD personnel responsible for implementing the IDEA and initiating the Response to Intervention (RTI) protocol.

POLICY ON FEES:

A. There are no fees associated with participation in collaborative ISD and HCHSP services.
B. ISD may require standardized dress for students. However, no child will be disallowed from participation due to lack of standardized dress. ISD will provide standardized dress if the family is unable to purchase it.

EDUCATIONAL DESIGN:

Teachers and Instruction

A. All classroom may participate in library, computer, music, and P.E. classes as per scheduling.
B. ISD will secure a substitute teacher in the event that the ISD teacher or TA is absent from duty.
C. HCHSP will secure a substitute in the event that the HCHSP teacher or TA is absent from duty.
D. ISD Designee will serve as supervisor and evaluator for ISD PreK teacher and TA as well as serve as a joint supervisor and evaluator for the HCHSP teacher and TA assistant, as applicable.
E. HCHSP Campus Director will serve as supervisor and evaluator for the HCHSP teachers and TAs as well as serve as joint supervisor and evaluator for the ISD staff, as applicable.
F. ISD Designee and the HCHSP Campus Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened.

Curriculum

A. ISD and HCHSP will utilize a state-adopted, research-based curriculum in all collaboration classrooms that are aligned with Head Start Early Learning Outcomes Framework (ELOF): Ages Birth to Five, as per 45 CFR §1302.32, and that follows the Texas PreK Guidelines.
B. ISD will provide the curriculum that is research and evidence based and TEA approved. ISD and HCHSP will collaborate in the decision-making process of selection of partnership PreK curriculum.
C. ISD and HCHSP will mutually provide the developmentally appropriate materials, manipulatives, consumable supplies, and other resources for the classrooms.
D. If ISD chooses to make significant adaptations to a curriculum to better meet the needs of one or more specific populations, these adaptations must be based on valid research and must have standardized procedures and curriculum materials to support implementation. In addition, ISD and HCHSP must assess whether the adaptation adequately facilitates progress toward meeting school readiness goals as per 45 CFR §1302.32(a)(ii)(b).
E. HCHSP and ISD teachers will co-plan with their TAs on a weekly basis to coordinate theme-based, and hands-on developmentally appropriate instructional activities.
F. In accordance with ELOF, ISD and HCHSP will utilize state adopted curriculum with fidelity and evidenced by weekly lesson plans that include teaching objectives; whole and small group instruction; child directed learning centers, and outdoor play and learning experiences.
G. ISD and HCHSP will implement a school program for dual language learners and must recognize bilingualism and biliteracy as strengths and implement research-based practices that support the student's development.

Schedule

A. HCHSP will follow the ISD approved school calendar and daily schedule.
B. ISD and HCHSP will provide educational services at ISD campuses in accordance with regular school campus hours.
C. ISD and HCHSP will provide a thirty (30) minute duty-free lunch and minimum of forty-five (45) minutes for planning for teachers in accordance with TEA Code Section 21.405.

D. ISD and HCHSP will provide a joint-planning and meeting time to ISD and Head Start staff before the first day of the program year.

Professional Development

A. HCHSP teachers and TAs will participate in appropriate ISD professional development during the program year that includes ISD teachers.
B. ISD teachers and TAs will participate in appropriate HCHSP professional development during the program year that includes HCHSP teachers.
C. All ISD teaching staff, including substitutes, will be trained annually on Texas Child Care Licensing (CCL) regulations and HSPPS.

Screening/Assessment & Ongoing Progress Monitoring

A. ISD will collaborate with HCHSP in the decision-making around TEA approved screening tools and Kindergarten Ready Assessment.
B. Collaboration teachers will administer developmental screenings within 45 days of child enrollment.
C. Collaboration teachers will administer assessments at the beginning, middle and the end of year.
D. HCHSP requires all classrooms to be assessed using the Teachstone CLASS tool two (2) times annually and used to inform coaching strategies.
E. ISD will allow outside evaluations to monitor or assess classrooms and instructional delivery using the Teachstone CLASS assessment tool up to two (2) times annually as required by per 45 CFR Chapter XIII, HSPPS and the Head Start for School Readiness Act of 2007.

Educational Data

A. ISD will work to ensure that HCHSP receives aggregated and de-identified assessment data for children currently and previously enrolled in Head Start to support TEA's Early Childhood Data System.
B. HCHSP will request data be provided by location for kindergarten up to the 3rd grade for all children previously enrolled in Head Start, de-identified and in total and in aggregate.
C. HCHSP and ISD will comply with the Health Insurance Portability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) with respect to all provided data.
D. HCHSP & ISD will designate the other party as an "educational official" for the purpose of FERPA. Educational data may not be shared with third parties that have not been designated as "educational officials" or otherwise authorized by parent.
E. The responsibilities and commitments of each Party, as they relate to data sharing, are outlined in the Data Sharing Agreement and Process.

Coordination of Student Support & Supplementary Services

HCHSP will initiate meetings between ISD and HCHSP. Meetings will be held at least two (2) times annually to facilitate ongoing problem solving and evaluation of the collaboration. Additional meetings may be initiated by either agency as the need arises.

PHYSICAL ENVIRONMENT:

A. HCHSP and ISD will ensure that facilities meet state CCL regulations in their respective facilities.
B. HCHSP and ISD will provide furniture and developmentally appropriate classroom materials in their respective classrooms.
C. HCHSP and ISD will provide outdoor learning environments and equipment in their respective facilities that meet State CCL regulations.
D. HCHSP and ISD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.

COMPREHENSIVE FAMILY SERVICES & PARENT ENGAGEMENT:

A. HCHSP Social Workers/Family Services Workers will provide referral and family engagement services to all families participating in the collaboration.
B. HCHSP Social Workers/Family Services Workers will work with all families to develop Family Partnership Agreements and assist families to develop goals toward school readiness and family engagement outcomes, including family well-being, parent child relationships, families as life-long educators, families as learners, family engagement transitions, family connection to peers and the local community, and families as advocates and leaders.
C. HCHSP provides and encourages all families participating in the collaboration to attend research-based Parent Curriculum training and bi-monthly or quarterly parent trainings.
D. HCHSP provides and encourages all parents to participate in HCHSP Parent Committees, Policy Council, and other parent advisory groups.
E. ISD and HCHSP will maintain ongoing communication with all families.
F. ISD and HCHSP will provide transition support to all collaboration families.

COMPREHENSIVE CHILD SERVICES:

A. The HCHSP Child Nutrition Services Department will generate and track referrals for any HCHSP child with documentation concerning height and /or weight.
B. The HCHSP Health Services Department will generate and track referrals for any HCHSP child to meet any treatment needs associated with health.
C. The HCHSP Mental Health/Disability Department will generate and track referrals for any HCHSP child with a suspected mental health concern, behavior concerns, or developmental delays.
D. The HCHSP Counselor or Coordinator will collaborate with ISD staff on any follow-up recommendations associated with the referrals.

AMENDMENTS/TERMINATION:

If funding no longer exists or is insufficient to pay the charges for services obtained here under, this contract shall terminate. No modification to this MOU shall be binding upon either party unless the MOU is amended in writing and approved by both parties. Either party may terminate this MOU upon one hundred eighty (180) day written notice to the other party. This MOU may also be terminated at any time upon mutual written agreement of both parties.

NON-ASSIGNMENT AND SUBCONTRACTING:

This Agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks, or performances under this agreement without the written consent of the other party.

ORAL AND WRITTEN AGREEMENTS:

All oral and/or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Any altercations, additions, or deletions in the terms of this MOU shall not be binding unless made by written amendment executed by both parties.

INDEPENDENT CONTRACTORS:

The officers, employees, agents, subcontractors, or other consultants thereof shall not be deemed by virtue of this contract to be the officers, agents, or employees of the other party.

WAIVERS:

The parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by ISD of any immunities from suit or from liability that ISD may have operation of state or federal law. A waiver by either of the parties of any of the covenants, conditions, or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

ASSIGNMENTS:
The rights, responsibilities and duties under this contract shall not be transferred or assigned without the express prior written approval of ISD and HCHSP.

NON-DISCRIMINATION:
Each party certifies that it is an equal opportunity for employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, or other legally protected category.

GOVERNING LAW AND VENUE:
This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof is construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas and the parties hereto agree that venue shall be in Hidalgo County, Texas.

ALTERNATIVE DISPUTE RESOLUTION:
Claims and disputes associated with this contract will not be resolved by arbitration or other alternative dispute resolution process unless court ordered or otherwise mutually agreed in writing by both parties.

CAPTIONS:
The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

SEVERABILITY:
In case any provision hereof shall, for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

FORCE MAJEURE:
Neither party will be liable to the other party hereunder or in default under this Contract for failure of performance resulting from acts or events beyond the reasonable control of such party including by way of example and not limitation acts of God, civil disturbances, war, and strikes.

ADDENDUMS:
Addendum(s) to this memorandum of understanding (MOU) may from time to time be modified, after collaboration between the administrative staff of HCHSP and ISD to each party. The MISD School Board and the Hidalgo County Commissioners Court hereby authorize the ISD Superintendent and Head Start Executive Director to adjust school calendars, staff assignments, enrollment numbers and assignment of campuses as they deem necessary to effectuate this Memorandum of Understanding.

NOTICES:
All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) To MISD:
McAllen Independent School District
c/o Dr. Rene Gutierrez, Superintendent of Schools
2000 N. 23rd Street
McAllen, TX 78501

(2) To HCHSP:
Hidalgo County Head Start Program
c/o Mrs. Irma Peña, Executive Director
1901 W. State Hwy 107
McAllen, TX 78504

IN WITNESS WHEREOF, the Commissioners' Court and the MISD School Board, acting by their duly authorized representatives, have executed this MOU to be effective as of the latest date on which is signed by the authorized representatives of the Parties.

McAllen Independent School District

_____ _____
Lucia Regalado — Date
Board of Trustees President

Hidalgo County Head Start Program

_____ _____
Honorable Richard Cortez — Date
Hidalgo County Judge

_____ _____
Irma E. Peña, Executive Director — Date
Hidalgo County Head Start Program

ATTEST:

_____
Arturo Guajardo Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

Ricardo González, DBA, Oxford & González
By: _____
Ricardo González

Johnathan Ball, Staff Attorney
By: _____
Johnathan Ball

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Rescission of Memorandum of Understanding No. 2027-006 PREP Residency 2026-2027 between McAllen Independent School District and The University of Texas Rio Grande Valley Education Preparation Program ("EPP") which was previously approved on April 28, 2026 (Version 1), and approve Memorandum of Understanding No. 2027-006 PREP Residency 2026-2027 between McAllen Independent School District and The University of Texas Rio Grande Valley ("UTRGV") Education Preparation Program ("EPP") (Version 2)

REFERENCE: Goal 2 People Development, Strategy 5 Partnership with Business/Civic/Educational Organization

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

House Bill 2 established the PREP Program Allotment to strengthen the quality of teacher recruitment, preparation, and mentorship across the state. The PREP Program Allotment is optional for eligible districts and open-enrollment charters to participate in.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This Memorandum of Understanding will facilitate a learning centered partnership between the School System and the Educator Preparation Program in compliance with the Preparing and Retaining Educators through Partnership ("PREP") Program allotment. This partnership will support a high-quality teacher residency that will result in effective classroom practice and a positive PK-12 student outcomes.

LEGAL REVIEW:

Legal counsel has approved the Memorandum of Understanding.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees rescind its prior approval of Memorandum of Understanding No. 2027-006 and approve the revised Memorandum of Understanding No. 2027-006 PREP Residency 2026-2027 between McAllen Independent School District and The University of Texas Rio Grande Valley Education Preparation Program through August 1, 2027.

Attachment: ☑

SUBMITTED BY: Alberto Canales (Jun 12, 2026 14:39:28 CDT)

SUPERVISOR: Lorena Garcia (Jun 15, 2026 10:33:13 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resource Officer
Office: 956-618-6000
eMail: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 12:09:08 CDT)

Superintendent of Schools

Department of Purchasing Services

Contract No.: 2027-006

Contract Coversheet and Signature Form
for
Forms/Contracts Requiring Superintendent Approval

This form standardizes the contract process and is to be used as the cover sheet to ensure complete review by appropriate department(s)/campus(es).

Human Resources
Department/Campus Name

Sponsor	Signature	Date
Campus Principal	Signature	Date
Dr. Albert Canales	Alberto Canales Alberto Canales (Jun 8, 2026 12:36:40 CDT)	06/08/2026
Department Director	Signature	Date

PREP Residency Memorandum of Understanding: 2026–2027

This Memorandum of Understanding (MOU) is entered into on June 2026_____ between _McAllen Independent School District_ School System (School System) and University of Texas Rio Grande Valley by and through its Educator Preparation Program (EPP) (collectively the Parties).

1. Purpose

- To facilitate a learning-centered partnership between the School System and the EPP in compliance with the Preparing & Retaining Educators through Partnership (PREP) Program.
- To support a high-quality teacher residency that results in effective classroom practice and positive PK–12 student outcomes.

2. Authority & Citations

This MOU is intended to satisfy the PREP partnership components and applicable requirements in Texas Education Code (TEC) §§ 21.902, 21.904, and 48.157, and Texas Administrative Code (TAC) Chapter 228 (as applicable).

3. Term & Renewal

This MOU begins on 6/1/2026 and ends on 8/1/2027 (2026–2027 school year). It may be renewed or amended by mutual written agreement of the Parties.

4. Collaborative Goals

- Provide EPP students (Residents) with professional instructional coaching and opportunities to engage in co-teaching throughout the clinical placement.
- Ensure compliance with SBEC requirements for Residents seeking initial certification and with PREP Program Allotment requirements.
- Establish and communicate compliance procedures associated with participation in PREP.

5. Shared Governance & Progress Monitoring of Program Quality

- Cadence: The Parties will meet at least quarterly (minimum four meetings per academic year).
- Participation: Each Party will identify expected participants (e.g., district leadership, program manager, campus leaders; EPP legal authority, residency program leadership, field supervision lead) and roles within the governance structure.
- Scope: Parties agree to review current programmatic resident data, host teacher supports, and implementation needs to make just-in-time improvements.

- Data-Sharing Framework: Establish processes to share non-identified School System performance data between the Parties for monitoring and evaluation of Resident preparation and effectiveness.

6. Recruitment

The Parties will collaborate to recruit candidates that meet the School System's greatest staffing needs and align with EPP admissions and program capacity.

7. Support for Residents

7.1 Communication & Cohort Management

- Each Party will designate named personnel responsible for direct communication with and management of Residents; these responsibilities will be explicitly included in the personnel job descriptions.

7.2 Clinical Experience

- Program design and site scheduling will ensure a minimum of 750 hours of co-teaching under the supervision of a qualified teacher in the School System (Host Teacher) during the residency year.
- Parties will identify processes and timelines to ensure Residents complete all required coursework and training for the Enhanced Standard Certificate, including—if needed—scheduled release time or designated professional learning periods.

7.3 Intervention & Support

- The Parties will develop individualized support plans for Residents, as needed, with clear roles and responsibilities for both Parties.

7.4 Evaluation & Coaching

- Formal Evaluation: Identify the evaluative tools, rubrics, and measures used to evaluate Resident progress and performance, and how data will be collected and communicated to all Parties.
- Informal Coaching: Adopt a shared informal observation/walkthrough tool for coaching and progress monitoring and calibrate on its use at least annually.

7.5 Observation Logistics

- Data Collection & Dissemination: Ensure compliance with FERPA and School System policies in any collection, storage, or sharing of data.
- Communication of Schedules & Results: field supervisors and/or EPP faculty will communicate observation schedules and results to designated School System personnel via email.

- Campus Visit Procedures: EPP personnel will adhere to School System campus-visit procedures (e.g., check-in, scheduling, and observation protocols), which the School System will provide in writing and update as needed.

8. Support for Host Teachers

- Collaborate to identify and select high-quality Host Teachers using agreed-upon criteria.
- Training (2026–2027): The Parties will identify which entity is responsible for Host Teacher training in the 2026–2027 academic year and develop a plan to ensure quality training that meets SBEC requirements.
- Ongoing Development: Define roles and responsibilities for ongoing Host Teacher development during the academic year, including observation and feedback of coaching practices.
- Support/Reassignment Protocol: Implement a Host Teacher support and/or reassignment protocol.

9. Allocation of Costs & Resources

- Each Party will act with fiduciary responsibility to ensure compliance with the PREP Program Allotment requirements.
- Programmatic Costs: The Parties will develop a plan to address remaining programmatic costs necessary for effective implementation (e.g., quality field supervision, coaching calibration, materials).

10. Data Sharing & FERPA

- The Parties will share and co-analyze non-identified PK–12 performance data for the purpose of preparing Residents to positively impact PK–12 student learning and for the continuous improvement of the EPP.
- For purposes of the Family Educational Rights and Privacy Act (FERPA), the School System designates ISD FERPA ("FERPA Designee") as a school official with a legitimate educational interest to the extent required to fulfill obligations under this MOU. The FERPA Designee shall comply with FERPA as to any such educational records.

11. Additional School System Specific Obligations

- Provide opportunities for Residents to attend School System and school-level professional development.
- Provide Residents access to School System, curriculum, and instructional resources.
- Supply facility resources (e.g., meeting space with furnishings and technology) to support partnership activities as available and appropriate.
- Permit Resident video recording for licensure and professional development purposes in accordance with School System policy; obtain signed parental consent forms as required.

12. Additional EPP Specific Obligations

- Comply with School System policies and procedures and ensure EPP instructors, site coordinators/field supervisors, and Residents are aware of these policies and procedures.
- Assign qualified Field Supervisor(s) for teacher resident supervision and evaluation and ensure timely communications between the Parties.
- Ensure compliance with all other requirements for teacher resident preparation pursuant to TAC chapter 228, Educator Preparation Program Requirements.
- Maintain Resident records in accordance with applicable policies and laws.
- Support candidates who fall below academic or professional standards through a documented improvement or growth plan.
- Remove candidates from placement upon request of the School System or when required by EPP policy or law.
- Design differentiated preparation models responsive to School System workforce needs, including accelerated and employment embedded Grow Your Own pathways.

13. Miscellaneous

13.1 Governing Law & Venue

This MOU is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas. The Parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Hidalgo County, Texas, in any action arising out of or relating to this MOU.

13.2 Termination

Except as otherwise provided, this MOU may be terminated by either Party upon six (6) months' written notice. The School System shall permit any Resident placed under this MOU prior to its termination to complete the full residency term in accordance with the agreed placement, notwithstanding the expiration or termination of this MOU. Upon termination, the School System will notify appropriate Texas Education Agency staff of the termination of this MOU.

13.3 Dispute Resolution

The dispute resolution process provided in Chapter 2260, Texas Government Code, and related rules adopted by the Texas Attorney General shall be used by the Parties to resolve any claim for breach of contract that cannot be resolved in the ordinary course of business.

Signatures

IN WITNESS WHEREOF, the Parties to this MOU, through their duly authorized representatives, have executed this MOU and certify that they have read, understood, and agreed to its terms. This MOU may be executed in counterparts, each of which is deemed an original, and delivered electronically with the same legal effect as an original.

School System (Superintendent's Designee)

- Signature: _____
- Name: Lucia Regalado
- Title: Board President
- Date: _____

Approved as to form:
By: JOHNATHAN BALL (Jun 8, 2026 12:57:47 CDT)
Johnathan Ball, Staff Attorney

School System (Program Manager)

- Signature: Alberto Canales (Jun 8, 2026 12:36:40 CDT)
- Name: Dr. Albert Canales
- Title: Chief Human Resource Officer
- Date: 06/08/2026

EPP (Legal Authority)

- Signature: _____
- Name: Dr. Alma D. Rodriguez
- Title: _____
- Date: _____

EPP (University of Texas Rio Grande Valley Leadership)

- Signature: _____
- Name: Dr. Can Saygin
- Title: Interim Provost and Executive VP for Academic Affairs
  Senior Vice President for Research
  Dean of the Graduate College
- Date: _____

- Signature: _____
- Name: Dr. Christine Shupala
- Title: Vice Provost for Institutional Accreditation,
  Program Development, and Analysis
- Date: _____

UTRGV CONTRACT ID: _____

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Memorandum of Understanding No. 2027-031 with Alternative Certification for Teachers-Rio Grande Valley ("ACT-RGV") and PSJA ISD for Teacher Residency & Certification Pathways for the 2026-2027 School year.

REFERENCE: Goal 2 People Development, Strategy 5 Partnership with Business/Civic/Educational Organization

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

This Memorandum of Understanding establishes a partnership between McAllen ISD, ACT-RGV, and PSJA ISD to provide teacher residency, internship, and clinical certification pathways that support educator preparation, certification, recruitment, and retention in accordance with Texas Education Agency ("TEA") Preparing and Retaining Educators through Partnerships ("PREP") Program requirements for the 2026–2027 school year.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The purpose of this Memorandum of Understanding is to establish a structured, compliant partnership to implement a high-quality teacher residency program aligned with the PREP Program Allotment and TEA requirements.

LEGAL REVIEW:

Legal counsel has approved the Memorandum of Understanding.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Memorandum of Understanding No. 2027-031 with Alternative Certification for Teachers-Rio Grande Valley (ACT-RGV) and PSJA ISD for Teacher Residency & Certification Pathways for the 2026-2027 School year.

Attachment: ☑

SUBMITTED BY: Alberto Canales
Alberto Canales (Jun 15, 2026 15:41:53 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Jun 15, 2026 17:05:46 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resource Officer
Office: 956-618-6000
eMail: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 16, 2026 14:41:27 CDT)

Superintendent of Schools

Department of Purchasing Services

Contract No.: 2027-031

Contract Coversheet and Signature Form
for
Forms/Contracts Requiring Superintendent Approval

This form standardizes the contract process and is to be used as the cover sheet to ensure complete review by appropriate department(s)/campus(es).

Human Resources
Department/Campus Name

Sponsor	Signature	Date
Campus Principal	Signature	Date
Dr. Albert Canales	Alberto Canales Alberto Canales (Jun 14, 2026 20:23:14 CDT)	06/14/2026
Department Director	Signature	Date

MEMORANDUM OF UNDERSTANDING (MOU)

2026–2027

This Memorandum of Understanding MOU is entered into by and between:

McAllen Independent School District
2000 N. 23rd St., McAllen, Texas 78501

AND

Alternative Certification for Teachers – Rio Grande Valley (ACT-RGV)
804 E. US Hwy 83, Pharr, Texas 78577

in partnership with Pharr-San Juan-Alamo Independent School District (PSJA ISD)
601 E. Kelly Ave, Pharr, TX 78577

The Parties expressly agree that this MOU is legally binding and enforceable, and not merely a statement of intent.

1. PURPOSE

The purpose of this MOU is to establish a structured, compliant partnership to implement a high-quality teacher residency program aligned with the PREP Program Allotment and TEA requirements.

This partnership is designed to:

- Improve educator preparation quality through sustained clinical practice
- Strengthen teacher pipelines in high-need areas
- Increase retention of effective teachers
- Improve PK–12 student outcomes

2. AUTHORITY & COMPLIANCE

This MOU is governed by:

- Texas Education Code §§ 21.902, 21.904, 48.157
- Texas Administrative Code (TAC) Chapter 228, and TEA requirements

The Parties **shall comply** with all applicable laws and TEA guidance.

3. TERM & RENEWAL

June 24, 2026 – August 31, 2027

The MOU may be renewed, amended, or extended upon mutual written consent of the Parties and in accordance with TEA program requirements.

4. COLLABORATIVE GOALS

The Parties commit to the following TEA-aligned outcomes:

- Provide Residents with sustained, high-quality clinical experience, including co-teaching models.
- Ensure all candidates meet requirements for the **Standard or Enhanced Standard Certificate.**
- Establish clear compliance structures for PREP implementation and reporting
- Align residency design with district workforce needs and TEA PREP priorities

5. ACT-RGV CERTIFICATION PATHWAYS

This **MOU governs** the implementation **of three flexible certification pathways:**

1. Residency Pathway
2. Internship Pathway
3. Clinical Pathway

In compliance with **TAC Rules** and TEA requirements.

6. ACT-RGV PROGRAM STRUCTURE

This section outlines the operational framework for candidate selection, academic requirements, and specialized training components for all certification pathways.

A. Participant Recruitment, Selection, and Placement

- Enrollment Standards: ACT-RGV shall enroll qualified candidates who meet the minimum requirements (applicable to all three pathways unless otherwise specified by TEA or McAllen Independent School District).
- Strategic Alignment: The parties shall ensure candidates are placed in positions and campuses appropriate to their certification track and pathway.

B. Campus Level Support

McAllen Independent School District agrees to provide the following for all candidates:

- **Mentorship Assignment:** Assign a qualified mentor, cooperating, or host/master teacher to each candidate as required by their specific pathway.

- **Resource Access:** Provide classroom space, materials, instructional resources, and access to campus technology and systems.
- **Professional Integration:** Integrate candidates into campus professional learning communities and include them in campus and district professional development activities.

C. Coursework, Training, and Academic Support

ACT-RGV shall provide or arrange for the completion of a minimum of 300 hours of required coursework across all pathways, covering:

- Pedagogy and instructional methods.
- Classroom management and student discipline.
- Assessment and data analysis.
- Content area specialization (as applicable).
- Special education, English learner support, or other specialized areas.

1. Delivery and Scheduling

- **Modality:** Instructors shall deliver coursework through live face-to-face or virtual instruction to accommodate candidate needs.
- **Scheduling:** Instruction shall be scheduled to accommodate the differing calendars of internship, clinical teaching, and residency candidates while aligning with school year, program and TEA requirements.
- **Exam Prep:** ACT-RGV shall provide study materials, review sessions, practice tests, and test plans for TExES examination preparation.

2. Texas Reading Academies (optional)

The residency and non-residency programs include Texas Reading Academies as a required component for all Core EC–6 and Special Education candidates.

- **Scope:** Intensive, evidence-based literacy instruction aligned with state standards and Science of Teaching Reading (STR) requirements.
- **Cohorts:** Two cohorts per year (Fall and Spring) offered in virtual and in-person formats.
- **Compliance:** Completion is verified via TEA-issued certificates. Records will be maintained by the EPP for TEA compliance review.

D. Clinical Supervision and Mentorship

1. Field Supervisors (ACT-RGV Responsibility)

ACT-RGV shall assign a qualified field supervisor to each candidate in accordance with the Texas Administrative Code (TAC). Duties include:

- Observation and evaluation of instructional performance.
- Ongoing coaching, formative feedback, and modeling effective practices.
- Regular, documented conferences with the candidate, mentor/host teacher, and campus administrator.

2. Campus Support Teachers (McAllen Independent School District/ACTRGV Responsibility)

Support Structure Overview

Category	Internship Pathway	Clinical Teaching Pathway	Residency Pathway
Campus Support Role	Mentor Teacher 19 TAC §228.97(1)	Cooperating Teacher 19 TAC §228.2(12)	Host Teacher 19 TAC §228.2(24)
Length of Assignment	Full Academic Year or 2 full semesters §227.73(b)	Minimum 490 Hours; 1 semester §228.67(b)	Full Academic Year (Residency Model) §228.65(a)(1)
Minimum Experience Requirement	3 Years of Successful Teaching Experience §228.97(1)	3 Years of Successful Teaching Experience §228.93(a)(1)	3 Years of Successful Teaching Experience §228.93 (1)
Certification Requirement	Valid Texas Certificate; Appropriate Assignment §228.97(5)	Valid Texas Certificate; Appropriate Assignment §228.93(a)(5)	Valid Texas Standard Certificate; Appropriate Assignment §228.93(a)(5)
Responsibilities of Campus Support Teacher	• Instructional mentoring• Ongoing coaching• Collaboration with Field Supervisor• Feedback aligned to Texas Teacher Standards §228.97(b) (1-2)	• Daily supervision• Modeling effective instruction• Gradual release of responsibility• Structured feedback cycles §228.93(b) (1-2) §228.67(d)	• Full-year co-planning and co-teaching• Gradual release model• Instructional modeling• Coaching and reflective practice §228.65(b)(2)
Training Requirement for Support Teacher	EPP Training §228.97(4)	EPP Training (§228.93(a)(3)	EPP Training Minimum Twice Per Academic Year (§228.95(b)(3)

Compliance Assurance Statement

All pathways shall comply with the requirements outlined in the19 Texas Administrative Code (TAC) §228, including but not limited to §§228.2, 228.65, and 228.95.

3. Collaborative Conferences

ACT-RGV and McAllen Independent School District shall ensure regular, documented conferences occur between the candidate, field supervisor, mentor/host teacher, and campus administrator to focus on instructional growth and TAC compliance.

E. Assessment and Evaluation

- **Evaluation Rubrics:** Candidates will be evaluated via mentor/host observations, student achievement data (where applicable), instructional artifacts, and TExES performance.
- **PPR Waiver:** Residents are not required to take the Pedagogy and Professional Responsibilities (PPR) exam.
- **Collaborative Review:** McAllen Independent School District and ACT-RGV shall meet weekly or as agreed upon to review candidate progress.
- **Intervention:** ACT-RGV shall coordinate with McAllen Independent School District regarding performance concerns and decisions about remediation or reassignment.

F. Expectations for Candidate Success

1. General Requirements

All candidates must maintain proficient academic progress, pass required TExES exams within the specified Cohort Roadmap, and demonstrate continuous improvement in classroom performance and professional ethics.

2. Residency Candidate Eligibility for Enhanced Standard Certificate

A residency candidate is eligible for an Enhanced Standard Certificate upon meeting the following:

- Fulfillment of criteria in 19 TAC §230.39(b).
- Completion of all programmatic residency requirements.

- Demonstration of "Proficient" performance levels in Planning, Instruction, Learning Environment, and Professional Practices/Responsibilities as specified in §150.1002.
- Recommendation for certification by the field supervisor, host teacher, and campus supervisor.

7. SCOPE OF PARTNERSHIP

ACT-RGV shall serve as the Educator Preparation Program for McAllen Independent School District candidates in any of the 3 certification pathways.

Certification areas may include, but are not limited to:

- **Core Subjects EC–6 (with STR)**
- **Special Education EC–12**
- **ESL Supplemental**
- **Bilingual Education Supplemental**
- **Additional certification areas aligned to staffing needs**

7.1 PROGRAM OVERVIEW

Candidates placed under this Memorandum of Understanding (MOU) shall participate in one of the following Texas Education Agency (TEA)–aligned educator preparation pathways, as determined by certification status, district need, and program eligibility. All pathways are implemented in full compliance with applicable Texas Administrative Code (TAC) and TEA certification requirements.

7.2. TEA-Aligned Preparation Pathways

A. Academic Preparation (All Pathways)

Candidates in all pathways shall complete required coursework, training modules, and certification requirements aligned with TEA standards and Texas Examinations of Educator Standards (TExES) expectations. Academic preparation applies across the residency, clinical teaching, and internship pathways and is structured to support timely and successful certification.

B. Clinical Practice Pathways:

i. **Residency Pathway**
A full academic year, classroom-embedded residency experience in which candidates "Teacher Residents" are paired with experienced McAllen Independent School District Host Teachers. Residents engage in structured co-teaching, gradually increasing instructional responsibility while completing all certification requirements. This pathway is implemented in alignment with TEA Teacher Residency and PREP Allotment guidelines. Intern or probationary certificates are not required for the Residency Pathway.

ii. **Clinical Teaching Pathway**
A supervised, full-time, unpaid clinical teaching assignment completed prior to recommendation for standard certification. This pathway meets or exceeds TEA minimum requirements, including a 490-hour assignment-duration clinical teaching experience, with formal observations, feedback, and evaluation. Intern or probationary certificates are not required for the Clinical Teaching Pathway.

iii. **Internship Pathway**
A paid teacher-of-record in which candidates are employed by the district and serve as the classroom teacher while holding the appropriate Intern or Probationary Certificate. Candidates complete remaining certification requirements concurrently, with structured supervision and support.

C. Programmatic Supports (All Pathways)

Professional Support

Candidates in all pathways receive ongoing instructional coaching, professional development, and performance-based feedback, provided collaboratively by **ACT-RGV** and **McAllen Independent School District.** Supports are differentiated by pathway and aligned to candidate progression and instructional responsibilities.

D. Certification Support

ACT-RGV provides comprehensive preparation and guidance for all required TExES examinations and certification milestones. Support is tailored to each pathway's timelines, clinical expectations, and certification requirements to promote first-attempt success and timely program completion.

8. ROLES AND RESPONSIBILITIES

8.1 ACT-RGV SHALL:

- Provide TEA-aligned coursework, training, and certification support
- Assign qualified field supervisors
- Conduct required observations and coaching
- Monitor candidate progress and intervene through a documented improvement or growth plan
- Maintain certification documentation and compliance
- Provide monthly progress reports
- Remove candidate from placement upon request of McAllen Independent School District or when required by ACT-RGV (EPP) Policy

8.2 MCALLEN ISD SHALL:

- Place candidates appropriately aligned to certification
- Assign qualified host mentor teachers
- Provide access to classrooms, systems, and professional development
- Share performance data and coordinate support interventions

8.3 HOST TEACHER QUALIFICATIONS 19 TAC §228.2(24)

- 3 Years of Successful Teaching Experience §228.93 (1)
- Valid Texas Standard Certificate; Appropriate Assignment §228.93(a)(5)
- Accomplished as an educator as shown by student learning

8.4 HOST TEACHER DUTIES

- Trained by EPP at least twice per school year, including before or within the 3 weeks after being assigned.
- Co-teach with the residency candidate, gradually releasing instructional responsibility and lead instruction time to the candidate
- The residency candidate shall engage in increased responsibility for student instruction, including coteaching and leading classroom instruction for at least 400 hours

- Guide, assist, give feedback to, and support the candidate during the candidate's residency in areas such as lesson preparation, classroom management, instruction, assessment, working with parents, obtaining materials, and district policies.
- Report candidate's progress to the candidate's field supervisor at least monthly.

8.5 FIELD SUPERVISOR

COMPLIES WITH 19 TAC §228.101, including but not limited to:

QUALIFICATIONS

Initial contact with candidates within required timelines based on assignment type

- Verification of internship placement within the **first three weeks** of assignment
- Verification that each candidate is assigned a qualified mentor
- Documentation of all contacts and verification activities
- Notification to the district and appropriate parties if placement does not meet TAC requirements

DUTIES

- Shall collaborate with the candidate, campus supervisor, and the host teacher throughout the clinical experience, including regular meetings and/or collaborative support at least three times each semester (6 x's yearly)
- Shall collaborate with the campus supervisor and twice monthly with the host teacher
- Shall conduct in person formal observations of at least 45 minutes each to match the number of observations matching the assignment
- Shall conduct informal observations of at least 15 minutes each in person. (3 per semester for an internship; 4 per semester for Residency or Clinical Teaching

8. GOVERNANCE & OVERSIGHT

The Parties **shall**:

- Meet at least **four (4) times annually**
- Monitor program effectiveness and compliance
- Use shared data for continuous improvement

9. DATA SHARING & CONFIDENTIALITY

- All data sharing shall comply with **FERPA and Texas law**
- The EPP is designated as a **school official with legitimate educational interest**

Confidentiality Clause:
The Parties shall maintain confidentiality of all non-public information and use such information solely for purposes of this MOU.

10. COSTS & RESOURCES

Each Party shall allocate resources necessary to ensure compliance with the PREP Program Allotment requirements including:

- Field supervision
- Training and coaching
- Program implementation

11. PERFORMANCE, DEFAULT, AND REMEDIES

If either Party fails to perform a material obligation:

1. Written notice shall be provided
2. A **30-day cure period** shall be allowed
3. Failure to cure may result in:
    - Termination
    - Suspension of placements
    - Other remedies permitted by law

11. TERMINATION

Except as otherwise provided, this MOU may be terminated by either Party upon six (6) months' written notice. The Parties will use best efforts to allow sufficient opportunity for Residents to complete the year prior to the effective date of termination. Upon termination, the School System will notify appropriate Texas Education Agency staff of the termination of this Agreement.

12. INDEMNIFICATION

To the extent authorized by the Constitution and laws of the State of Texas, each party shall be responsible for its own negligent acts or omissions and those of its officers, employees,

agents, and contractors. Nothing in this MOU shall be construed as requiring Institution to indemnify, hold harmless, or defend ACT-RGV or any third party, or as a waiver of any governmental immunity or other defenses available to Institution under Texas law. **13. LIMITATION OF LIABILITY**

To the extent permitted by law, neither Party shall be liable for indirect or consequential damages.

14. INDEPENDENT CONTRACTOR STATUS

The Parties are independent entities. This MOU does not create:

- Employment relationships
- Partnership or joint venture

15. GOVERNING LAW

State of Texas
Venue: Hidalgo County

16. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with Texas Government Code Chapter 2260 and related rules adopted by the Texas Attorney General shall be used by Parties to resolve any claim for breach of contract that cannot be resolved in the ordinary course of business.

17. ENTIRE AGREEMENT

This MOU constitutes the entire MOU and supersedes all prior discussions.

18. AMENDMENTS

Must be in writing and signed by the Parties.

19. EXECUTION

This MOU may be executed in counterparts and electronically

SIGNATURES

Approved as to form
by: JOHNATHAN BALL (Jun 15, 2026 07:42:42 CDT)
Johnathan Ball, Staff Attorney

McAllen Independent School Board President

Name: Lucia Regalado_____
Title: Board President_____
Signature: _____

Date: _____

McAllen Independent School District Program Manager

Name: Dr. Albert Canales_____
Title: _Chief Human Resource Officer_____
Signature: Alberto Canales
Alberto Canales (Jun 14, 2026 20:29:14 CDT)
Date: 06/14/2026

Pharr San Juan Alamo Independent School District Superintendent (EPP Partner)

Name: Dr. Alejandro Elias

Title: Superintendent
Signature: _____
Date: _____

EPP - ACT-RGV Director

Name: Priscilla Salinas
Title: Director, ACT-RGV
Signature: _____
Date: _____

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Memorandum of Understanding (MOU) No. 2027-041 Preparing & Retaining Educators (PREP) Grow Your Own (2026–2027) between McAllen Independent School District and Region One Education Service Center (ESC)

REFERENCE: Goal 2 People Development, Strategy 5 Partnership with Business/Civic/Educational Organization

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The PREP Grow Your Own Program is a state-supported initiative designed to assist school systems in developing and retaining future educators through partnerships with educator preparation programs. The program provides eligible district employees with opportunities to complete degree and certification requirements while continuing employment with the district.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
This MOU establishes a partnership between the School System and the Educator Preparation Program to implement the Preparing & Retaining Educators through Partnership Grow Your Own Program ("PREP GYO Program") in compliance with applicable state requirements. The program supports eligible district employees in completing a bachelor's degree and enrolling in an educator preparation program to become certified teachers while remaining employed by the district.

LEGAL REVIEW:
Legal counsel has approved the MOU.

BUDGETARY CONSIDERATIONS:
None

RECOMMENDED BOARD ACTION:
Administration recommends that the Board of Trustees approve MOU No. 2027-041 PREP Grow Your Own (2026–2027) between McAllen Independent School District and Region One ESC through August 1, 2027.

Attachment: [✓]

SUBMITTED BY: Alberto Canales — Alberto Canales (Jun 15, 2026 15:42:41 CDT)

SUPERVISOR: Lorena Garcia — Lorena Garcia (Jun 15, 2026 17:02:50 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resource Officer
Office: 956-618-6000
eMail: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 17:05:07 CDT)

Superintendent of Schools

Department of Purchasing Services

Contract No.: 2027-041

Contract Coversheet and Signature Form
for
Forms/Contracts Requiring Superintendent Approval

This form standardizes the contract process and is to be used as the cover sheet to ensure complete review by appropriate department(s)/campus(es).

Human Resources
Department/Campus Name

Sponsor	Signature	Date
Campus Principal	Signature	Date
Dr. Albert Canales Department Director	Alberto Canales Alberto Canales (Jun 14, 2026 20:22:22 CDT) Signature	06/14/2026 Date

PREP Grow Your Own Memorandum of Understanding: 2026-2027

This Memorandum of Understanding ("MOU") is entered into on June 2026 between McAllen Independent School District (hereinafter "School System") and Region One ESC (hereinafter "EPP").

1. Purpose

- The purpose of this MOU is to articulate the nature and expectations of the partnership between the School System and the EPP associated with implementing the Preparing & Retaining Educators through Partnership Grow Your Own Program (hereinafter "PREP GYO Program") in compliance with Texas Education Code §21.906 and 48.157 and relevant Texas Administrative Code sections.
- The PREP GYO Program enables school systems, through partnering with qualified IHEs and educator preparation programs, to establish innovative staffing pipelines that prepare and retain educators and thereby, increase student access to high-quality classroom teachers. The PREP GYO Program provides funding through participating school systems to support eligible school system employees (hereinafter "GYO participants") in completing a bachelor's degree and enrolling in a preparation program to ultimately become a certified teacher while employed by the school system.

2. Authority & Citations

This MOU is intended to satisfy the PREP partnership components and applicable requirements in Texas Education Code (TEC) §§ 21.902, 21.906, and 48.157, and Texas Administrative Code (TAC) Chapter 228 (as applicable).

3. Term & Renewal

This MOU begins on 6/1/26 and ends on 8/1/2027 (2026–2027 school year). It may be renewed or amended by mutual written agreement of the Parties.

4. Collaborative Goals

- Establishing structures for quality of implementation, including:
    - Establish and communicate compliance procedures associated with participation in the PREP GYO Program.
    - Selection of GYO participants according to a set of mutually determined criteria.
    - Establish regular communications processes and expectations to ensure information and feedback is shared on an ongoing basis.
    - Develop processes and data sharing agreements to support continuous improvement efforts, including monitoring and evaluating the GYO participants' progress in earning a bachelor's degree and enrolling in an educator preparation program within three years of beginning participation in the PREP GYO Program.
- Ensuring GYO participants complete all necessary coursework, training, and requirements

in compliance with PREP GYO Program, by providing GYO participants with:

- Completion of the bachelor's degree and acceptance into an Educator Preparation Program (hereinafter "EPP") within three (3) years.
- Monthly scheduled release time to support the completion of their bachelor's degree, including time to complete field-based experiences, course assignments, and targeted activities.
- Authentic opportunities to practice teaching under the supervision of one or more cooperating teachers, including small group instruction, leading instructional routines, and lesson planning.
- On-the-job training aligned with the standards for educator certification established by the board.
- Guidance and other transition supports as the GYO participant begins a program to satisfy the teacher preparation requirements under Section 21.04421, 21.04422, or 21.04423.

5. Progress Monitoring of Program Quality

- Cadence: The Parties will meet at an agreed upon cadence.
- Participation: Each Party will identify expected participants (e.g., district leadership, program manager, campus leaders; key EPP leadership and faculty) and roles within the governance structure.
- Scope: Parties agree to review successes, opportunities for growth, discuss changes for additional years, and partnership viability.
- Data-Sharing Framework: Establish processes to share non-identified School System performance data between the Parties for monitoring and evaluation of GYO candidate preparation and effectiveness.

6. Allocation of Costs & Resources

- Allocating costs and resources accordingly, including:
  - Each party bearing its own expenses in connection with its obligations pursuant to this MOU.
  - Acting with fiduciary responsibility to ensure compliance with the requirements set forth in PREP GYO Program guidelines (TEC §21.906(e)).
  - Developing a plan surrounding programmatic costs that enable support for GYO participants and overall PREP GYO Program implementation.

7. Data Sharing & FERPA

- The Parties will share and co-analyze non-identified PK–12 performance data for the purpose of preparing GYO candidates to positively impact PK–12 student learning and for the continuous improvement of the EPP.
- The parties will share information related to GYO participant's progress to support monitoring and participant success.
- For purposes of the Family Educational Rights and Privacy Act (FERPA), the School System designates Mr. Domingo Ramos ("FERPA Designee") as a school official with a legitimate educational interest to the extent required to fulfill obligations under this MOU. The FERPA Designee shall comply with FERPA as to any such educational records.

8. Additional School System Specific Obligations

- Identify appropriate staff needed to support the implementation of the PREP GYO Program.
- Require GYO participants to, as a condition for participation, earn a bachelor's degree and enroll in an educator preparation program within three years of beginning participation in the partnership.
- Employ GYO participants in a job assignment that spends at least 25% of their day focused on instructional support, including the requirement to practice teaching under the supervision of a cooperating teacher.
- Pair GYO participants with a trained cooperating teacher who agrees to participate in that role in a PREP GYO program at the school system.
- Provide GYO participants with monthly scheduled release time to support completion of a bachelor's degree while remaining employed in the school system. The School System must work with the IHE to establish a release time schedule that addresses the participants' needs.
- Ensure that GYO participants attain an Educational Aide III certificate within the first year of beginning participation in the PREP GYO Program.

9. Additional IHE Specific Obligations

- Provide key faculty member(s) to support the implementation of the PREP GYO Program.
- Ensure that GYO participants earn their bachelor's degree within three years of beginning participation in the PREP GYO Program.
- Provide GYO participants with ongoing support necessary to complete coursework and program requirements.

10. Miscellaneous

10.1 Governing Law & Venue

This MOU is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas. The Parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Hidalgo County, Texas, in any action arising out of or relating to this MOU.

10.2 Termination

Except as otherwise provided, this MOU may be terminated by either Party upon six (6) months' written notice. The Parties will use best efforts to allow sufficient opportunity for Residents to complete the year prior to the effective date of termination. Upon termination, the School System will notify appropriate Texas Education Agency staff of the termination of this MOU.

10.3 Dispute Resolution

The dispute resolution process provided in Chapter 2260, Texas Government Code, and related rules adopted by the Texas Attorney General shall be used by the Parties to resolve any claim for breach of contract that cannot be resolved in the ordinary course of business

Signatures

IN WITNESS WHEREOF, the Parties to this Agreement, through their duly authorized representatives, have executed this MOU and certify that they have read, understood, and agreed to its terms. This MOU may be executed in counterparts, each of which is deemed an original, and delivered electronically with the same legal effect as an original.

School System (Superintendent's Designee)

- Signature: _____
- Name: Ms. Lucia Regalado_____
- Title: Board President_____
- Date: _____

School System (Program Manager)

- Signature: Alberto Canales Alberto Canales (Jun 14, 2026 20:22:22 CDT)_____
- Name: Dr. Albert Canales _____
- Title: _Chief Human Resource Officer_
- Date: __06/14/2026_____

EPP (Legal Authority)

- Signature: _____
- Name: Mrs. Diana Rodriguez_____
- Title: EPDP Coordinator_____
- Date: _____

EPP (GYO Program Leadership)

- Signature: _____
- Name: Mrs. Kelly Gaskin_____
- Title: Teacher Residency and Apprenticeship Lead
- Date: _____

Approved as to form:

By: JOHNATHAN BALL (Jun 15, 2026 07:42:19 CDT)
Johnathan Ball, Staff Attorney

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on No. 2027-065 Employer Partnership Apprenticeship Related Instruction Memorandum of Understanding between McAllen Independent School District and Reach University

REFERENCE: Goal 2 People Development, Strategy 5 Partnership with Business/Civic/Educational Organization

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

This Agreement is to address the Local Education Agency's workforce needs and provide opportunities for Reach University candidates to complete the job–embedded undergraduate degree program, Bachelor of Arts in Liberal Studies.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This MOU addresses McAllen ISD's workforce needs and provides opportunities for Reach University apprentices to complete the job-embedded undergraduate degree program, Bachelor of Arts in Liberal Studies.

LEGAL REVIEW:

The MOU has been approved by legal.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve MOU No. 2027-065 Employer Partnership Apprenticeship Related Instruction Memorandum of Understanding between McAllen Independent School District and Reach University. This Agreement shall have an initial term of five (5) years from the effective date. Upon expiration of the initial term, the Agreement shall automatically renew for successive five (5) year terms unless and until terminated by either party.

Attachment: ☑

SUBMITTED BY: Alberto Canales (Jun 16, 2026 13:04:56 CDT)

SUPERVISOR: Lorena Garcia (Jun 16, 2026 13:11:14 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resource Officer
Office: 956-618-6000
eMail: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 16, 2026 13:56:37 CDT)

Superintendent of Schools

Department of Purchasing Services

Contract No.: 2027-065

Contract Coversheet and Signature Form
for
Forms/Contracts Requiring Superintendent Approval

This form standardizes the contract process and is to be used as the cover sheet to ensure complete review by appropriate department(s)/campus(es).

Human Resources
Department/Campus Name

Sponsor	Signature	Date
Campus Principal	Signature	Date
Dr. Albert Canales Department Director	Alberto Canales (Jun 16, 2026 11:51:57 CDT) Signature	06/16/2026 Date

Reach University

Employer Partnership Apprenticeship Related Instruction Memorandum Of Understanding

Local Education Agency: McAllen Independent School District

Registered Apprenticeship Program Sponsor:

edwell

Date:

Reach University is accredited by the WASC Senior College and University Commission. Alternatives in Action is accredited by the California Commission on Teacher Credentialing. Alternatives in Action provides the Teacher Credentialing programs for Reach candidates in California.

Learn more at reach.edu

1. Parties, Recitals & Purpose

This Memorandum of Understanding ("Agreement") is entered into on the date listed above between the entity named above ("Local Education Agency" or "Employer"); Reach University ("Reach University"); and edwell, a non-profit corporation doing business in Texas with a Federal Department of Labor Registered Apprenticeship Program ("edwell" or "Sponsor") (together, the "Parties") for the purpose of jointly exercising their respective powers.

The purpose of this Agreement is to address the Local Education Agency's workforce needs and provide opportunities for Reach University candidates to complete the job–embedded undergraduate degree program, Bachelor of Arts in Liberal Studies. This Agreement includes any attached addenda, which shall be incorporated by reference and considered part of this Agreement.

The Parties acknowledge that Apprentices participating in the PREP Grow Your Own ("GYO") pathway must satisfy applicable PREP statutory and program requirements for the Employer Partner to access PREP funding opportunities.

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

2. Definitions

- Primary Employer Partnership Contact: The primary person responsible for communicating between the Local Education Agency and Reach University.
- Candidate: an apprentice enrolled in an undergraduate degree program and/or teacher preparation program offered by Reach University.
- Partnership Advisory Committee: a system–level leadership and advisory group committee composed of a representative set of Superintendents or designees from partner Local Education Agencies
- Program: The undergraduate program offered by Reach University for paraprofessionals and other school employees, whose goal is to complete a bachelor's degree.
- Apprentice: An individual enrolled as a Candidate who is employed by the Local Education agency and participates in the Registered apprenticeship Program sponsored by edwell. "Apprentice" and "Candidate" are used interchangeably in this Agreement.
- PREP: The Preparing and Retaining Educators through Partnerships allotment under the Texas Education Code, established by House Bill 2 during the 89th Texas Legislature in 2025.
- Grow Your Own (GYO): The grow-your-own educator pathway funded under PREP.

3. Program

At Reach University, we believe that your job should lead to a degree—not the other way around. We serve both working adults striving to reach their full potential and employers aiming to cultivate diverse local talent pipelines through apprenticeship degrees. Reach University is dedicated to best practices in higher education and is designed to both acknowledge and leverage the learning that working adults already engage in daily to inform and improve upon their craft.

Additional programs are outlined in the addendum attached to this Agreement.

3.1 Bachelor Of Arts In Liberal Studies (BLS) Degree Program

The program description herein reflects Reach University's program as of the effective date of this Agreement. For the most up–to–date version, please see reach.edu and info.reach.edu.

The B.A. in Liberal Studies is a rigorous, job–embedded undergraduate degree program for front–line employees. The program includes interactive class sessions held after work hours, one–on–one advisor, on–site mentors, and comprehensive college services, including financial aid, libraries, and technology support, all to ensure candidate success.

Candidates in our programs are required to engage in job–embedded learning for at least 15 hours per week in an academic environment. This job–embedded learning can arise from holding roles including but not limited to: paraeducators, teacher or classroom instructional aides, on–site tutors, teacher leaders, administrators (principals, vice principals, etc.), and school support functions.

Degree Earned: B.A. in Liberal Studies

Credential Earned: None

Program Duration: 2–4 years (depending on transfer credits)

Accepts Transfer Credit: Yes. 100% credit transfer from select programs.

For full program details, please visit reach.edu/programs.

3.2 PREP Grow Your Own (GYO) Requirements

This section outlines the shared expectations and commitments between Reach University and the Local Education Agency to ensure the successful implementation of the PREP Program Requirements in compliance with Texas Education Code Section 21.906 and 48.157 and relevant Texas Administrative Code sections.

- Degree + EPP Enrollment
    - Apprentices must:
        - Complete a bachelor's degree, and
        - Enroll in a Texas approved EPP within three (3) years of beginning participation in the GYO program.
- Employment + Instructional Role
    - Employer Partners will ensure:
        - Apprentices remain employed throughout participation
        - Apprentices spend at least 25% of their workday in instructional support activities, including:
            - Small group instruction
            - Lesson preparation
            - Instructional support under supervision
- Release Time
    - Apprentices will receive monthly scheduled release time to support:
        - Degree completion
        - EPP coursework

        - Field-based experience
- Supervised Teaching Practices
    - Apprentices will be:
        - Paired with a cooperating teacher
        - Provided structure opportunities to”
            - Practice teaching
            - Lead Instructional routines
            - Engage in lesson planning
- Certification Milestone
    - Apprentices will obtain an Educational Aide III certification within the first year, where applicable.
- Transition Supports
    - Guidance and other transition supports as the Apprentice begins the program to satisfy the teacher preparation requirements under Texas Education Sections 21.04421, 21.04422 or 21.04423.

4. *Partnership Responsibilities*

This section outlines the shared expectations and commitments between Reach University and the Local Education Agency to ensure the successful implementation of the Bachelor of Arts in Liberal Studies (BLS) program.

4.1 Initial Engagement & Onboarding

Local Education Agency Responsibilities

- Designate and notify key contacts, including but not limited to billing, site–level leads, and a program liaison (“Primary Employer Partnership Contact”).
- Attend initial onboarding sessions to understand program operations, expectations, and shared responsibilities.

Reach University Responsibilities

- Assign and provide a dedicated point of contact to support onboarding and act as liaison for partnership management.
- Introduce Local Education Agency staff to Reach University systems, workflows, and operational tools.
- Develop and finalize tuition agreements and billing processes with the Local Education Agency.

4.2 Candidate Eligibility, Recruitment, & Admissions

Local Education Agency Responsibilities

- Verify that all candidates referred to Reach University:
    - Are employed by the Local Education Agency in roles supporting job–embedded learning.

- Hold a high school diploma or equivalent
- Are U.S. citizens, legal permanent residents, or have valid work authorization.
- Have successfully passed required background checks.

- Coordinate and participate in recruitment efforts with Reach University in order to refer prospective candidates to Reach University Programs. This includes, but is not limited to, the following collaborative recruitment strategies:
  - Providing a list of eligible prospective candidates and their contact information to Reach University at least once per recruitment cycle, including contact information.
  - Promoting Reach University Programs by posting/distributing flyers, sharing Program information via email, and informing employees about virtual Information Sessions presented by Reach University.
  - Hosting informational sessions for prospective candidates.
- Verify candidate employment during the admissions process and prior to the start of each academic term.
- Assign mentors for candidates, if applicable.

Reach University Responsibilities

- Provide the Local Education Agency with recruitment materials, program information, and info session invitations.
- Align outreach activities with the Local Education Agency's workforce needs.
- Assist and guide candidates through the application process and coordinate employment verification at the time of admission.
- Provide tools and support for employment verification and job alignment.

Shared Responsibilities

- Both Parties will collaborate in planning and executing recruitment activities to ensure alignment with workforce needs and mutual accountability for candidate outcomes.

4.3 Job–Embedded Learning & Candidate Support

Local Education Agency Responsibilities

- Ensure that each candidate engages in job–embedded learning for a minimum of 15 hours per week in an academic environment. This may include roles such as paraeducator, instructional aide, tutor, teacher leader, or other school–based support staff.
- Notify Reach University if a candidate's role materially changes and may no longer meet the job–embedded learning requirements.
- Provide site–level support to candidates.
- Participate in periodic Reach University–hosted webinars and virtual updates to share feedback, receive program information, and support continuous improvement efforts.

Reach University Responsibilities

- Guide Local Education Agency staff on program expectations.

Shared Responsibilities

- Establish and maintain ongoing communication to address issues, resolve challenges, and support candidate success.
- Reach University and the Local Education Agency will collaborate in good faith to determine next steps, which may include transitioning the candidate to a qualifying role or pausing enrollment until eligibility is re–established.

4.4 Data Sharing & Program Feedback

Local Education Agency Responsibilities

- Participate in annual workforce outcome reporting, including sharing aggregate data on candidate roles, transitions, and retention.
- Complete an annual Employer Partner Survey and similar instruments to support program evaluation.
- If the Local Education Agency requires detailed information about candidate progress, academic standing, or related metrics, Reach University strongly encourages the Local Education Agency to establish clear agreements directly with its employees regarding such requirements. These agreements should ensure transparency for employees and align with applicable privacy and employment laws.

Reach University Responsibilities

- Share candidate information, as necessary for program administration and in compliance with our FERPA policy, state privacy laws, and institutional policies, to support collaborative recruitment efforts and promote candidate retention and success. Data may be shared proactively or upon request. See our FERPA policy here: info.reach.edu/support/family–educational–rights–and–privacy–act–ferpa–acknowledgement.
- Analyze and apply data gathered through surveys and reporting to inform program enhancements and continuous improvement.
- Issue invoices for agreed–upon tuition support once per term, typically in September and February.
- Provide assistance to the Local Education Agency regarding billing questions and adjustments as required.

5. Terms

5.1 Tuition & Billing

- **Payment Terms:** The employer contribution toward the program cost will be a minimum of $1,000 per apprentice, per year and will not exceed $2,500 per apprentice,

per year, which includes the apprentice contribution, which may be payroll deducted by the Employer. edwell will collect payment directly from the participating employer and pass through to Reach as the fiscal intermediary for program-related related instruction to Reach.

- **Grandfathered Candidates:** Candidates currently enrolled in Reach University programs as of the effective date of this Agreement will be grandfathered into the existing candidate contribution structure, capped at $900 annually.
    - **PREP Success-Based Funding Alignment:**
        - Grandfathered candidates will also participate in a performance-based funding structure aligned to PREP success-based funding. Eligible candidates may accrue up to $500 per year of participation, not to exceed $1,500 total over three years. Accrued amounts will only be payable upon:
            - successful completion of the bachelor's degree program,
            - enrollment in a Texas Educator Preparation Program (EPP), and
            - receipt of applicable PREP success-based funding by the Local Education Agency (LEA).
- **Funding Coordination:** The Employer will verify the list of invoiced candidates. edwell will remit payment toward eligible program-related costs using available philanthropic funding, WIOA funding, and other approved funding sources that may be applied to apprenticeship training, tuition, or related program expenses. Following the application of such funding, edwell will invoice the Employer for the remaining balance due, not to exceed the employer contribution outlined above.
- The Local Education Agency agrees to provide accurate billing contact information and promptly communicate any updates and further agrees to process invoices in a timely manner according to the agreed–upon tuition support arrangement.
- All candidates enrolled in Reach University programs are responsible for tuition and associated fees. Payment of tuition is the candidate's primary responsibility unless the Local Education Agency chooses to provide support.
- **Nonpayment Clause**: Reach University reserves the right to suspend candidate participation in Reach University programs for Local Education Agencies' failure to meet their financial obligations.

5.2 Insurance

During the term of this Agreement, Reach University agrees to maintain insurance policies, including a standard comprehensive general liability insurance policy with the following coverage: $1 million general liability, $1 million personal injury, and $2 million general aggregate; and educator's legal liability of $1 million per occurrence and $2 million aggregate.

5.3 Term

This Agreement shall have an initial term of five (5) years from the effective date. Upon expiration of the initial term, the Agreement shall automatically renew for successive five (5) year terms unless and until terminated by either party in accordance with the termination provisions set forth

in Section 5.4.

The Parties agree to review the terms of this Agreement at least once every five (5) years to assess continued alignment and effectiveness.

5.4 Termination

Except as otherwise provided, each party agrees to give six (6) months' written notice prior to terminating this Agreement and the program partnership. The Parties agree to make their best efforts to ensure enough time for candidates enrolled to graduate before the effective termination date.

5.5 Confidentiality

Candidate information will only be shared to provide the services outlined in this Agreement. Confidential candidate information, as defined by state and federal regulations, will only be disclosed to the Local Education Agency when necessary to carry out the tasks described here, in compliance with the law, and subject to a Non–Disclosure Agreement. The Parties also each agree to safeguard each other's confidential information learned in performing this Agreement.

5.6 Indemnification

To the extent allowed by law, the Local Education Agency agrees to indemnify, defend, and hold harmless Reach University from and against any claims by a candidate or other third party that arise from a candidate's employment or activity at the Local Education Agency site.

5.7 Non–Discrimination

Both Parties agree that participation in this program will not be limited on the basis of race, color, national origin, sex, disability, age, or any other protected category under federal or state law.

5.8 Force Majeure

Neither party shall acts of God, natural disasters, pandemics, governmental orders or laws, labor disputes, power or internet failures, or any other cause beyond the reasonable control of the affected party. The affected party shall promptly notify the other party in writing of such force majeure event and make reasonable efforts to resume performance as soon as practicable.

5.9 Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the matter through good faith negotiations. If the dispute cannot be resolved through negotiation within thirty (30) days, the Parties agree to submit the matter to non–binding mediation conducted by a mutually agreed–upon mediator. If mediation does not resolve the dispute, the Parties may then pursue any remedies available at law or in equity.

5.10 Name & Likeness

No child's image or likeness will be used without explicit prior consent in accordance with the

Local Education Agency's policies. Reach University will coordinate with the Local Education Agency to ensure full compliance with all applicable privacy regulations and parental consent requirements.

Reach University may take photographs and make audio or video recordings of Reach University candidates at Local Education Agency school sites for educational, licensure assessment, and training purposes. These recordings may include images of Reach University candidates, faculty, and staff, as well as general school site identification.

5.11 Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

5.12 Entire Agreement

This Agreement, including all incorporated addenda, constitutes the entire understanding between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter herein.

5.13 Amendments

This Agreement may only be amended, modified, or supplemented by a written document signed by authorized representatives of both Parties.

5.14 Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent of the other party.

6. Signatures

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document and engage in the activities outlined herein.

Reach University

Authorized Representative	
Title	
Phone	
Email	
Signature	
Date	

edwell

Authorized Representative	
Title	
Phone	
Email	
Signature	
Date	

Local Education Agency

The signature below must be completed by the representative who is authorized to sign on behalf of the Local Education Agency.

Authorized Representative	Lucia Regalado
Title	Board President
Phone	
Email	
Signature	
Date	

Approved as to form

by: _____ JOHNATHAN BALL (Jun 16, 2026 12:02:04 CDT)

Johnathan Ball, Staff Attorney

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on No. 2027-066 Apprenticeship Pathway Related Instruction Partnership Agreement between McAllen Independent School District and 240 Certification

REFERENCE: Goal 2 People Development, Strategy 5 Partnership with Business/Civic/Educational Organization

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
This Partnership is to establish a collaborative framework among the Related Instruction Provider, Sponsor, and Employer to support the implementation of Registered Teacher Apprenticeship pathways aligned to employer workforce needs and applicable educator preparation requirements.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
This agreement supports the development and implementation of a high-quality educator preparation pathways designed to strengthen K-12 teacher talent pipelines through Registered Apprenticeship Programs (“RAP”) registered with the United States Department of Labor Office of Apprenticeships. The apprentices participating in the Preparing, Retaining, and Educating Educators through Partnership Programs ("PREP") Grow Your Own (“GYO”) pathway must satisfy applicable PREP statutory and program requirements.

LEGAL REVIEW:
This has been approved by legal.

BUDGETARY CONSIDERATIONS:
None

RECOMMENDED BOARD ACTION:
Administration recommends that the Board of Trustees approve No. 2027-066 Apprenticeship Pathway Related Instruction Partnership Agreement between McAllen Independent School District and 240 Certification. This agreement shall be effective on the date the last signature is executed and will remain in effect for a period of two (2) years. It will automatically renew for successive two-year terms unless either Party provides thirty (30) days' prior written notice to terminate the Agreement.

Attachment: ☑

SUBMITTED BY: Alberto Canales
Alberto Canales (Jun 16, 2026 10:42:05 CDT)

SUPERVISOR:
Lorena Garcia (Jun 16, 2026 11:10:51 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resource Officer
Office: 956-618-6000
eMail: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 16, 2026 12:03:08 CDT)

Superintendent of Schools

Department of Purchasing Services

Contract No.: 2027-066

Contract Coversheet and Signature Form
for
Forms/Contracts Requiring Superintendent Approval

This form standardizes the contract process and is to be used as the cover sheet to ensure complete review by appropriate department(s)/campus(es).

Human Resources
Department/Campus Name

Sponsor	Signature	Date
Campus Principal	Signature	Date
Dr. Albert Canales Department Director	Alberto Canales Alberto Canales (Jun 15, 2026 23:31:20 CDT) Signature	06/15/2026 Date

Apprenticeship Pathway
Related Instruction Partnership Agreement

This Apprenticeship Pathway Related Instruction ("RI") Agreement ("Agreement") is effective as of the date of the last signature below by and among:

- 240 Certification ("RI Provider"), located 3122 Nealy Way, Suite 211-B, Longview, Texas 75605;
- edwell ("Sponsor" or "edwell"), a nonprofit corporation doing business in Texas with a Federal Department of Labor Registered Apprenticeship Program; and
- McAllen Independent School District ("Employer"), a Public School District in Texas.

Each entity may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS The Parties desire to establish a collaborative partnership that supports the development and implementation of high-quality educator preparation pathways designed to strengthen K–12 teacher talent pipelines through Registered Apprenticeship Programs ("RAP") registered with the United States Department of Labor Office of Apprenticeship; and

WHEREAS, the Parties are committed to advancing employer-led apprenticeship models that integrate competency-based, work-based learning with high-quality related technical instruction and holistic apprentice support systems; and

WHEREAS, the Parties seek to align workforce development, educator preparation, and instructional support structures to strengthen recruitment, preparation, mentorship, and retention of future educators;

WHEREAS the Parties acknowledge that Apprentices participating in the PREP Grow Your Own (GYO) pathway must satisfy applicable PREP statutory and program requirements in order for the Employer Partner to access PREP funding opportunities.

NOW, THEREFORE, in consideration of the mutual covenants and commitments contained herein, the Parties agree as follows:

I. Purpose

The purpose of this Agreement is to establish a collaborative framework amoung the RI Provider, Sponsor, and Employer to support the implementation of Registered Teacher Apprenticeship pathways aligned to employer workforce needs and appliciable educator preparation requirements. This Agreement reflects the core values and structure inherent in the five pillars of successful apprenticeship models. Our collaborative efforts are designed to ensure we maintain:

i. Collaborative Financial Stewardship: Financial stewardship is paramount to the Program's sustainability and efficacy. To achieve this, parties will engage collectively in proactively seeking and applying for grants, scholarships, and other funding opportunities that align with the Program's goals. Parties will also collaborate on grant proposals, leveraging combined expertise to secure funding, establish effective utilization strategies to maximize educational impact, and engage in regular financial reviews. Additionally, sharing resources and maintaining open communication will be explored to foster innovation and prudent management. Grants awarded to the Program Sponsor, and employer consortium members as beneficiaries or their apprentices, may require action and accountability of consortium members as outlined in the grant deliverables.

ii. Provide Structured Learning: Deliver a comprehensive curriculum that combines theoretical knowledge with practical skills, aimed at fostering a robust understanding of effective teaching practices.
iii. On-the-Job Training: Ensure that apprentices receive hands-on, experiential learning under the mentorship of experienced educators within real-world educational settings.
iv. Reward for Skill Gains: Recognize and compensate apprentice advancements in both knowledge and skill application, aligning incentives with each stage of professional development.
v. Lead to a National Occupational Credential: Culminate in the achievement of a recognized teaching credential that validates the apprentice's capability and readiness to excel in the education field.

By embracing these pillars, we aim to create a supportive, structured pathway that empowers aspiring teachers, enriches the educational landscape, and upholds the integrity and quality of the teaching profession.

In addition, this Agreement supports the implementation of Preparing, Retaining, and Educating Educators through Partnership (PREP) Programs, in alignment with Texas Education Code Sections 21.906 and 48.157 and Texas Administrative Code Chapter 228. The Parties agree that Apprentices participating as GYO candidates will complete a bachelor's degree and enroll in an state approved Educator Preparation Program (EPP) within three (3) years of beginning participation.

II. Term

This partnership shall be effective on the date the last signature is executed and will remain in effect for a period of two (2) years. It will automatically renew for successive two-year terms unless either Party provides thirty (30) days prior written notice to terminate the Agreement. In the event of termination, the RI Provider agrees to ensure that each Apprentice currently receiving an educational benefit under this Agreement will continue to receive the full value of that benefit towards their studies at the RI Provider, provided the Apprentice remains in good academic standing.

III. Defining Our Partnership

The success of our apprenticeship program hinges on clear communication, well-defined expectations, and the strong collaboration of all partners involved. This section lays out the specific roles and responsibilities that each entity—the Sponsor, the Employer Partner, and the RI Provider (college, university or alternative certification program)—will uphold. By explicitly delineating these duties, we aim to foster a transparent and effective working relationship that facilitates the growth and development of our apprentices.

- **Parties**
  i. **Each District that signs onto this agreement with Appendix A "Employer":** Serves as an employer partner.
  ii. **edwell, Inc "Sponsor"**: Serves as the Registered Apprenticeship Program ("Program") Sponsor for each employer listed in Appendix A. edwell, Inc. is a nonprofit corporation that represents the interest of employers through an employer consortium. The consortium creates a more robust, efficient and impactful apprenticeship program that supports the development of a highly trained and prepared workforce.

iii. **240 Certification "RI Provider":** Serves as a RI Provider to the Sponsor and Employer. **240 Certification** is an educator preparation program (EPP), more specifically an alternative certification program.

iv. **Apprentices:** Sponsor will collaborate with the Employer, who will identify and select Apprentices to enroll and complete 240 Certification's teacher certification program in accordance with the work processes and standards outlined in the Program, approved by the Federal Department of Labor. Through their enrollment at **240 Certification**, apprentices will have the opportunity to earn their teacher certification in a specific content area.

- **Program Sponsor**

i. Program Standards. Oversee the Registered Apprenticeship Program, as the Program Sponsor and facilitate a Program Steering Committee and Apprentice Committee, within the Employer Consortium to ensure all program standards and components reflect employer-driven strategies and training goals to establish high-quality talent pipelines for K-12 Teacher preparation and development.

ii. Registration and Compliance. Ensure the program is registered with the appropriate state or federal apprenticeship agencies and complies with all applicable regulations and standards. This includes adherence to federal reporting and compliance requirements and accurate maintenance of program records to uphold the program's integrity. Sponsor will ensure access to data tracking software and RAPIDS for monitoring and managing all necessary information, including competency-based training requirements as required by the Department of Labor (DOL) and Local Workforce Board. All data sharing between parties will comply with FERPA regulations to maintain the confidentiality and security of student information.

iii. Maintain and Coordinate Partnerships: Maintain and expand partnerships with Institutions of Higher Education (IHE) and Alternative Certification Programs (ACP). This includes successfully securing additional partners who value the program's purpose and goals, ensuring long-term sustainable programming that supports the development of high-quality teachers.

iv. RI Provider and Competency-based Training. The program sponsor serves as a Registered Training Instruction (RTI) provider in relation to competency-based training and accordingly agrees to subcontract specific roles and responsibilities to employer partners for training implementation and facilitation. The program sponsor ensures that on-the-job, "micro-credential" training resources are readily accessible and aligned to competency program standards and can be effectively implemented by the employer.

viii. Funding Eligibility Maintenance. Facilitate and coordinate the eligibility and maintenance process for Workforce Innovation and Opportunity Act (WIOA) funding and communicate timelines, and resources and technical assistance to support completion of this process for each apprentice. This includes providing and paying for training, tuition, and related expenses on behalf of eligible apprentices to RI providers (colleges, universities or alternative certification providers) and employers subcontracted to implement and facilitate the competency-based training program requirements with funds allocated per apprentice within their training award from workforce development partners.

ix. Talent Acquisition. Provides resources and information to support employer-initiated recruitment strategies to support localized program goals.

x. Advocacy and Public Relations. Engage in public relations and advocacy efforts related to Teacher certifications and apprenticeship programs to elevate the teaching profession and share program success.

- **Employer Partner**

i. Program Standards. Maintain compliance with Program Standards and Competencies to ensure apprentices meet program requirements, earn compensation for skill gains, and are assigned an IHE partner that meets the individual needs of the apprentice while ensuring accountability for maintaining grades and successfully completing all program components.

ii. Talent Acquisition. Initiates and engages in recruiting and hiring apprentices for employment and placement based on campus vacancies, ensuring a qualified pool of candidates for the apprenticeship program that meets the employer's needs. Recruitment strategies must be engaged a minimum of once per year.

iii. Placement & Mentorship. Assigns mentors/cooperating teacher to apprentices completing their residency (on-ramp 4) to guide and support them as they acquire hands-on experience. Designates a success coach, or a similarly placed role, for all apprentices in on-ramps 1-3 to support continuous development and the implementation of competency-based training. Ensures placements that create meaningful work experience aligned with the learning objectives of the apprenticeship program, facilitating the practical application of learned skills.

iv. On-the-Job Training. Provides apprentices with on-the-job training aligned with the Program standards and competencies. Training is tailored to the apprentice's current role and complements the Related Technical Instruction (RTI) delivered by the provider. Training is required on a monthly basis to complete seven (7) micro-credentials or competency-based training within each onramp, and proficiency must be demonstrated using a defined rubric.

v. Performance Evaluation & Program Progression. Evaluate the apprentices' performance in the workplace and provide feedback to both the apprentice and the program sponsor on progression within the program to foster continuous improvement and development as necessary.

vi. Communication: Maintains open communication with the Program Sponsor and RI providers regarding any apprentice changes within 5 (five) days to ensure transparency and effective program management.

vii. Program Records & Compliance**:** Adherence to federal reporting and compliance requirements and accurate maintenance of program records to uphold the program's integrity. Data management and training will be conducted in the designated software application provided by the Program Sponsor and RAPIDS to track metrics required by the Department of Labor (DOL) and

Local Workforce Board. All data sharing between parties will comply with FERPA regulations to maintain the confidentiality and security of student information.

viii. Sustainability & Economic Mobility. Ensure the sustainability of the program by managing internal budgets and internal funding strategies that support the sustainability of the program that meets the talent acquisition needs of the employer, including low-cost/no-cost pathways for teacher certification. Supports apprentices in achieving economic mobility by providing opportunities for career advancement and increased earning potential through the apprenticeship program.

ix. Safety and Compliance. Maintains a safe working environment and adheres to all occupational safety and health regulations, ensuring the well-being of all apprentices.

x. PREP Compliance. Ensure compliance with all PREP Grow Your Own (GYO) program requirements as outlined in Section IV of this Agreement, including but not limited to providing monthly release time, maintaining at least 25% instructional engagement in Apprentice job assignments, assigning a trained coorperating teacher, and supporting the tracking of bachelor's degree progress, EPP enrollment, and certification milestones.

- **RI Provider**

i. Program Standards. Maintain sole responsibility for all aspects of any RTI Program Certification, certification, curriculum, and applicable accreditations.

~~ii.~~ Admissions. Retain sole discretion in admission decisions but agrees to collaborate with the Sponsor and the Employer to ensure Apprentices identified meet RI Provider's eligibility requirements and demonstrate readiness to successfully complete the relevant certification program requirements.

iii. Communication. Identification of a single point of contact for both Sponsor and the Employer to manage all aspects related to admissions, enrollment, advising, and billing. This designated point of contact will coordinate internally within 240 Certification to ensure appropriate support and assistance. Keeping Parties informed of the certification progress of Apprentices in the Program.

iv. The RI provider develops curriculum in alignment with the Texas Administrative Code, Chapter 228, ensuring it is relevant for the teacher certification process and meets our program's standards. They provide personal advisors to assist in navigating coursework, content exams, and any applicable field experience.

v. Additionally, the RI provider regularly assesses apprentices' progress and communicates this to employer partners and, when applicable, the program sponsor. They work closely with employer partners and the program sponsor support Apprentices in meeting all certification requirements within program timelines, regularly assess Apprentices' progress and communicate updates to Employer Partners regarding enrollment status, coursework completion, and certification readiness, and work closely with Employer Partners to align field-based experiences with on-the-job training to ensure program progression and completion.

vi. Moreover, the RI provider ensures accurate maintenance of program records, compliance with regulatory requirements, and proper data management. They utilize designated software to track required metrics and ensure all data sharing complies with FERPA regulations, safeguarding student information.

IV. PREP Grow Your Own (GYO) Requirements

This section outlines the shared expectations and commitments between Parties to ensure the successful implementation of the PREP Program requirements in compliance with Texas Education Code Section 21.906 and 48.157 and relevant Texas Administrative Code sections.

- Degree + EPP Enrollment
    i. Apprentices must:
        1. Complete a bachelor's degree, and
        2. Enroll in a Texas approved EPP, within three (3) years of beginning participation in the GYO program.
- Employment + Instructional Role
    i. Employer Partners will ensure:
        1. Apprentices remain employed throughout participation
        2. Apprentices spend at least 25% of their workday in instructional support activities, including:
            a. Small group instruction
            b. Lesson preparation
            c. Instructional support under supervision
- Release Time
    i. Apprentices will receive monthly scheduled release time to support:
        1. Degree completion
        2. EPP coursework
        3. Field-based experience
- Supervised Teaching Practices
    i. Apprentices will be:
        1. Paired with a cooperating teacher
        2. Provided structure opportunities to:
            a. Practice teaching
            b. Lead Instructional routines
            c. Engage in lesson planning
- Certification Milestone
    i. Apprentices participating in the PREP GYO pathway will obtain an Educational Aide III certification within the first year, if applicable.
- Transition Supports
    i. Apprentices will receive guidance, advising and transition supports designed to support successful progression through the program and satisfaction of teacher preparation requirements under applicable Texas Education Code Sections 21.04421, 21.04422 or 21.04423.

V. Tuition, Billing and Payment Terms

The Parties agree to the following payment and billing terms:

i. Tuition and fees per Apprentice. The pricing outlined below includes 2 years of enrollment in 240 Certification, program tuition, and field experience payments.

- $4,235 per Clinical Teaching Apprentice

An apprentice's enrollment in 240 Certification beyond 2 years will incur additional extension payments, currently set at $750 for the 3rd year of enrollment, $1300 for the 4th year of enrollment, and $1850 for the 5th year of enrollment. The above pricing does not include applicable state fees for testing, certificate applications and renewals, fingerprinting/background checks, and any other state required expenses that may be implemented. These applicable state fees are typically paid out-of-pocket by the Apprentice and/or employer.

ii. Invoice schedule. RI Provider will submit invoices to Sponsor and Employer in November for Apprentices enrolled during the preceding months of May through October. RI Provider will submit monthly net-30 invoices to Sponsor and Employer for each Apprentice enrolled during the months of November through April.

iii. Payment terms. Sponsor agrees to pay for each enrolled Apprentice eligible for Workforce Innovation Opportunity Act funding up to the allowable amount as invoiced to workforce board partners as an approved Education & Training Provider in Texas, payable upon receipt of funding. Any WIOA funding received by the Sponsor by the end of November will be applied to the eligible Apprentice's tuition or fees. The Employer agrees to pay in full for each enrolled Apprentice pursuant to the above tuition schedule up to the annual apprentice contribution amount, any remaining balance not covered by Sponsor by December 20th. Any WIOA funding received by the Sponsor, after the end of November will be sent to the Employer as reimbursement for Employer paid tuition and fees to the RI Provider, as part of the approved program cost for each eligible apprentice. Any funds collected and not applied to eligible program training costs will be sent back to the Sponsor for submission to the local workforce development board.

iv. Withdrawal terms. The Employer must provide communication for a withdrawn Apprentice within five (5) days of withdrawal to prevent any future fiduciary responsibility. The above-identified tuition and fees are due for each enrolled Apprentice, regardless of withdrawal date. The RI provider agrees to apply any unused tuition against future apprentice tuition and fees. Any portion that was paid with WIOA funding will be submitted back to the local workforce development board by the Sponsor.

IV. Logo Use and Branding

Each Party reserves the right to control the use of its name, logo, trademarks, and any other identifying marks ("Marks") in every respect. Each Party agrees to obtain prior express written permission from the other before such usage, except as otherwise permitted under this Agreement. edwell, Inc. desires to use the logos of each employer partner on the website for enrichED Pathways. The use of Marks shall be consistent with any communicated guidelines or directions. In the event of termination or expiration of this Agreement, each Party shall remove the other Party's information from its website and cease use of the other Party's Marks.

V. Innovation and Resource Sharing

Our collaboration is founded on mutual respect and a shared vision for the professional growth of apprentices within the Program. By following the guidance of the Texas Administrative Code, we commit to fostering an environment that is both nurturing and rigorous, equipping future educators with the skills and knowledge necessary to excel in their teaching careers.

The Parties commit to working together to enhance innovation in the Related Technical Instruction (RTI) for the Program. They aim to consistently enrich the educational journey and achievements of apprentices. Additionally, they seek to discover resource-sharing opportunities that can streamline program delivery. This collaboration sets a benchmark for apprenticeship strategies that effectively integrate on-the-job training with academic credit.

VI. Data Sharing

The Parties agree to share apprentice information and data as necessary for the administration of the Program and for fulfilling reporting requirements to the Department of Labor or other regulatory bodies. Such data sharing shall be conducted in full compliance with applicable federal, state, and local privacy laws, including the Family Educational Rights and Privacy Act (FERPA), where applicable. The Parties agree to:

i. Implement and maintain appropriate safeguards to prevent unauthorized access to or use of apprentice information.

ii. Ensure that access to apprentice information is limited to individuals authorized by this MOU and who require such information to perform their Program duties.

iii. Notify each other promptly of any breach or suspected breach of confidentiality or data security concerning apprentice information.

iv. Parties will execute any additional agreements or documents as may be necessary to facilitate the lawful sharing of apprentice data in accordance with the purposes of this MOU.

VII. Progress Monitoring

The Parties agree to meet at a regular cadence (no less than quarterly) to review:

- Apprentice progress towards program completion
- Certification milestones and program outcomes

VIII. Non-discrimination

Neither Party will discriminate against any individual based on race, religion, creed, color, gender, sexual orientation, age, disability, veteran status, national origin, or other protected status or characteristic.

VIII. Confidentiality

All Parties agree to maintain the confidentiality of any proprietary or confidential information received from the other party during the term of this MOU or in connection with the Program. Confidential information shall not be disclosed to any third parties without prior written consent, except as required by law or as necessary for the performance of the Program.

IX. Termination

This MOU may be terminated by either party upon written notice to the other party within 90 days of each renewal period. Termination may result from failure to comply with the terms and conditions of this MOU, failure to fulfill the obligations set forth herein, or changes to the Program that materially affect the partnership. Upon termination, both parties agree to settle all accounts and complete all pending obligations related to the Program within [specified time] days from the date of termination. In the event of termination, all Parties shall ensure that all confidential apprentice information is handled in a manner consistent with the confidentiality provisions of this MOU and any applicable laws and regulations.

X. Amendments

This MOU may be amended only by a written agreement duly executed by authorized representatives all Parties.

Miscellaneous

1. Licensing Jurisdiction. **240 Certification** programs leading to professional licenses will continue to meet the applicable requirements of the licensing authorities in the State of Texas. To the extent applicable, **240 Certification's** personal advisors will work with Apprentices enrolled in these programs under this Agreement to obtain a license in the State of Texas.
2. This Agreement will be governed by the laws of the State of Texas, without regard to its conflict of laws rules.
3. No Relationship. Sponsor and RI Provider are independent contractors and nothing in this Agreement shall be construed to create an agency, employer/employee, partnership, joint venture, or any other relationship between the Parties.
4. Entire Agreement. This Agreement supersedes any prior agreements, whether oral or written, between the Employer Partner and RI Provider relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment signed by both Parties.

Signatures

The undersigned confirms having read and understood terms and conditions stated above and affirms possessing the authority to execute this document and engage in the activities outlined herein.

240 Certification

Authorized Representative	
Title	
Phone	
Email	
Signature	
Date	

edwell

Authorized Representative	
Title	
Phone	
Email	
Signature	
Date	

Employer

Authorized Representative	Lucia Regalado
Title	Board President
Phone	
Email	
Signature	
Date	

Approved as to form

by: JOHNATHAN BALL (Jun 16, 2026 08:19:49 CDT)

Johnathan Ball, Staff Attorney

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2026-1032 Student Athletic Insurance and Student Accident Voluntary Insurance

REFERENCE: Goal 4: Financial Priorities; Strategy 7: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On April 03, 2026, the McAllen Independent School District solicited proposals for a commercial accident policy for injuries sustained by students during school sponsored and supervised UIL activities.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Five hundred forty-one (541) vendors were invited to submit proposals for student athletic insurance and student accident voluntary insurance, and five (5) vendors responded, including one (1) no bid. On May 22, 2026, the evaluation committee ("Committee"), comprised of Lorena Garcia, Deputy Superintendent for Business & Operations; Dr. Albert Canales, Chief Human Resources Officer; Karina Perez, Coordinator for Employee Benefits, Safety, & Risk Management; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Mariza Malm, Senior Buyer; consulted with Valley Risk Consulting, and evaluated the proposals. On June 1, 2023, Administration requested Best and Final Offers ("BAFOs") from the top three (3) ranked vendors. In collaboration with Valley Risk Consultants, the Committee evaluated the BAFOs and recommends awarding Ameritas Life Insurance as submitted by Texas Insurance Service Center.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through the General Fund. Premium costs total $204,828 for 12 months.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request For Proposal 2026-1032 Student Athletic Insurance and Student Accident Voluntary Insurance with Ameritas Life Insurance as submitted by Texas Insurance Service Center. for a term of one (1) year from August 1, 2026, through July 31, 2027, renewable for up to two (2) additional one (1) year terms, subject to favorable renewal rates.

Attachment: ☑

SUBMITTED BY: Alberto Canales
Alberto Canales (Jun 15, 2026 17:22:24 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Jun 16, 2026 13:33:00 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resource Officer
Office: (956) 618-6005
Email: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 16, 2026 13:59:35 CDT)

Superintendent of Schools

No	Criteria	Max. Pts. 100	Texas Student Resources *(Mutual of Omaha)*	Texas Insurance Service Center *(Ameritas Life Insurance)*
	Total Points	**100**	**97.31**	**98.00**
	Ranking		**2**	**1**
1	**Price**	**33**	**32.31**	**33.00**
	Annual Premium (Year 1) - (Base + Catastrophic)		*$209,208*	*$204,828*
2	**Reputation of the vendor and of the vendor's goods or services;**	**10**	**10**	**10**
	Similar Size Current ISD Accounts *3 ISD's = 10 pts, 2 ISD's = 6 pts; 1 ISD = 3 pts None = 0 pts.*		*Liberty-Eylau ISD, Rockwall ISD, Tyler ISD,*	*Edinburg CISD, Donna ISD, PSJA ISD*
3	**The quality of the vendor's goods or services**	**10**	**10**	**9**
	Financial Strength Stability of Ins Company (AM Best Rating) (BA 164, 206, 212, 251)	4	**4**	**4**
	**A, A+, & A++ (Superior) = 4 points; A- (Excellent) = 2 points; B or other = 0 Points.*		*A+*	*A*
	Benefit Limit (Maximum Benefit each Injury) (BA 172, 220)	1	**1**	**1**
	($25K Minimum = 1 pt; <$25K =0 Pts)		*25,000*	*25,000*
	Benefit period (BA 175, 208, 223, 256)	1	**1**	**1**
	(52 Wks Min = 1 pt; < 52 Weeks =0 Pts)		*52 weeks*	*52 weeks*
	1st treatment by Provider (initial treatement period) (BA 174, 222)	2	**2**	**2**
	(>= 90 Days=2 pts; < 90 Days = 1 pts)		*90 days*	*180 days*
	Ambulatory Surgical Center (BA 183, 231)	1	**1**	**1**
	(Up tp $1500 Min =1 pt each; < $1500 = 0 Pts)		*U&C up to $1,500*	*U&C up to $1,500*
	Surgeon (BA192, 240)	1	**1**	**0**
	(Up to $3750 Min =1 pt each; < $3750 = 0 Pts)		*75% U&C up to $3,750*	*U&C up to $2,000*
4	**The extent to which the goods or services meet District's needs**	**20**	**18**	**19**
	Web Claim Filing *(BA 136)*	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Quarterly On Site Meetings (BA 134)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Heat Exhaustion Coverage Included (BA 138)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Heat Stroke Coverage Included (BA 138)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Dehydration Coverage Included (BA 138)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Hernia Coverage Included (BA 138)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Blisters Covered (BA 138)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Orthodontics Covered (BA 138)	**1**	**0**	**0**
	(Yes=1 pts, No=0 pts)		*no*	*no*
	Stress Fractures Covered (BA 138)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Shin Splints Covered (BA 138)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Strains/Sprains Covered (BA 138)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Tendonitis/Bursitis Covered (BA 138)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Overuse/Repetitive Motion Covered (BA 138)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Orthopedic Appliances Included (BA 138)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Preexisting Conditions Covered (BA 138)	**1**	**0**	**1**
	(Yes=1 pts, No=0 pts)		*no*	*yes*
	Middle School Sports Covered (BA 145)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Summer Sports Camps Covered (BA 145)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Open Gym Covered (BA 145)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Water Polo Covered (BA 145)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	Field Trips Covered (BA 145)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
5	**Past Relationship with District**	**2**	**2**	**2**
	Positive past history = 2 pts; No and/or Not positive past history = 0 pts		*yes*	*yes*
6	**HUB N/A**	**0**	**0**	**0**
7	**Total long-term cost to the district to acquire the vendor's goods or services**	**10**	**10**	**10**
	Long term cost for product.	**10**	**10**	**10**
	Mulit Year Offer - (No Stipulations - 10 pts, with Stipulations-5 pts, No Multi year - 0 pts)		*Two Year Fixed Premium*	*Two Year Fixed Premium*
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**	**2**	**2**	**2**
	Texas Vendor or Employs 500 in Texas (BA 11)	**2**	**2**	**2**
	in Texas = 5 pts; Out of State Vendor = 0 pts		*Texas*	*Texas*
9	**Any other relevant factor specifically listed in the request for bids or proposals.**	**13**	**13**	**13**
	"Full Assignment" or "No Balance Bill" provider network (BA 149)	**5**	**5**	**5**
	(Yes=5 pts, No=0 pts)		*yes*	*yes*
	No Balance Bill Provider-Primary Care (BA 150)	**2**	**2**	**2**
	(Yes=2 pts, No=0 pts)		*yes*	*yes*
	No Balance Bill Provider-Hospital/Urgent Care (BA 152)	**2**	**2**	**2**
	(Yes=2 pts, No=0 pts)		*yes*	*yes*
	No Balance Bill Provider-Ortho Surgeon (BA 154)	**2**	**2**	**2**
	(Yes=2 pts, No=0 pts)		*yes*	*yes*
	No Balance Bill Provider-Imaging Center (BA 159)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*
	No Balance Bill Provider-Rehabilitation Center (BA 160)	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on the Approval of Disposal of Out-of-Adoption Instructional Materials through Sale to used book wholesaler

REFERENCE: Goal 4: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

In accordance with CMD (Legal), The board shall determine how the district will dispose of discontinued printed instructional materials, electronic instructional materials, and technological equipment.
The board may sell printed instructional materials on the date the instructional material is discontinued for use in the public schools by the SBOE or the commissioner.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The instructional materials being presented are no longer in use and are out of adoption. These materials will be submitted to a textbook wholesaler and books with any value will be sold to the textbook wholesaler. Books with no value will be disposed of through either the textbook wholesaler of through recycling at the recycling center.

LEGAL REVIEW:

None

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve of the disposal of the listing of out-of-adoption or no longer in use AP, CTE, and dual credit instructional materials through a textbook wholesaler.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Lorena Garcia
Lorena Garcia (May 28, 2026 17:42:44 CDT)

For further information contact:
Name: Angela Allen
Office: 956-657-2843
Email: angela.allen@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (May 28, 2026 17:54:19 CDT)

Superintendent of Schools

PQ Details: PQ063603

PQ Name: McAllen ISD 5-26-26

ISBN13	Title	N Qty	U Qty	B Qty	NPrice	UPrice	BPrice	Max	Value
9780030270178	Principles Of Economics / Macr	0	25	0	0.00	0.00	0.00	0	0.00
9780030565410	Modern Biology	0	10	0	0.00	0.00	0.00	0	0.00
9780072873726	Read, Reason, Write: An Argume	0	54	0	0.00	0.00	0.00	0	0.00
9780073383071	Biology	0	15	0	0.00	0.00	0.00	0	0.00
9780131366183	By the People: A History of th	0	109	0	0.00	0.00	0.00	0	0.00
9780132525763	Chemistry	0	1	0	0.00	0.00	0.00	0	0.00
9780133176407	Biology (TX)	0	31	0	0.00	0.00	0.00	0	0.00
9780134444789	World Civilizations: The Globa	0	30	0	0.00	0.00	0.00	0	0.00
9780134632339	Human Anat & Physiology Lab (P	0	8	0	0.00	0.00	0.00	0	0.00
9780205457953	*** Not Found ***	0	2	0	0.00	0.00	0.00	0	0.00
9780205572588	Alyn 08 Mastering The World Of	0	6	0	0.00	0.00	0.00	0	0.00
9780312398118	Successful College Writing Ski	0	30	0	0.00	0.00	0.00	0	0.00
9780312676087	Successful College Writing: Sk	0	79	0	0.00	0.00	0.00	0	0.00
9780321093363	Government In America	0	40	0	0.00	0.00	0.00	0	0.00
9780321099693	World Civilizations The Global	0	168	0	0.00	0.00	0.00	0	0.00
9780321499134	College Algebra 10th edition	0	69	0	0.00	0.00	0.00	0	0.00
9780321528841	Precalculus (4th Edition)	0	101	0	0.00	0.00	0.00	0	0.00
9780321743268	Human Anatomy & Physiology (9t	0	8	0	0.40	0.40	0.00	10	3.20
9780618052851	Precalculus / Larson	0	36	0	0.00	0.00	0.00	0	0.00
	Total Qty:	0	1396	0	Total Value:				$219.20

ISBN13	Title	N Qty	U Qty	B Qty	NPrice	UPrice	BPrice	Max	Value
9780618247325	American Pageant	0	28	0	0.00	0.00	0.00	0	0.00
9780618313853	College Algebra	0	70	0	0.00	0.00	0.00	0	0.00
9780716735519	Chemistry In The Community	0	197	0	0.00	0.00	0.00	0	0.00
9781259188138	Biology	0	11	0	0.00	0.00	0.00	0	0.00
9781264267668	AP U.S. Government & Politics	0	1	0	0.00	0.00	0.00	0	0.00
9781264319138	American Democracy Now {AP EDI	0	2	0	0.00	8.00	0.00	10	16.00
9781319020880	Economics by Example	0	75	0	0.00	0.00	0.00	0	0.00
9781439084083	The Well-Crafted Argument	0	45	0	0.00	0.00	0.00	0	0.00
9781464142284	Macroeconomics for AP*	0	40	0	0.00	5.00	0.00	40	200.00
9781559533133	Statistics In Action 11	0	105	0	0.00	0.00	0.00	0	0.00
	Total Qty:	0	1396	0	Total Value:				$219.20

The Best Choice for Used Textbooks!

800-796-9152 ▪ Fax 800-796-9154

Textbook Warehouse ▪ 936 Curie Drive ▪ Alpharetta, GA 30005

www.textbookwarehouse.com

McALLEN INDEPENDENT SCHOOL DISTRICT

Instructional Materials
DISPOSAL FORM

☐ **State Adopted Material** *(Out of Adoption/Expired)* ☐ **State Adopted** *(Still under Adoption)*

☐ **District/Local Funds** *(No longer used as part of curriculum)*

DEPARTMENT/CAMPUS	DATE
Memorial High School	5/28/26
REQUESTED BY	**TELEPHONE NO. (956)-**
Mr. Jesus Lozano	632-5215

All worn out materials may be sold for recycling when the district declares them unsuitable for student use; however, they may also be sold to a reseller that will re-bind the worn out materials and make them suitable for classroom use. *Campuses must first consider the implications for selling or disposing of their instructional materials*

Districts are not required to report any items that were purchased with local funds or report free materials (ancillaries) sent by publishers directly to the district or charter school. For technological equipment, districts are only required to report equipment purchased through their IMA.

Disposal Instructional Materials

	ISBN	Title	Excellent	Usable	Damaged	QTY	Unit Price	Extended Amount
1	9780840064653	CENTURY 21 ACCOUNTING MULTICOLUMN JOURNAL	☐	☒	☐	1		
2	9780547115795	LITERATURE AMERICAN LITERATURE	☐	☒	☐	2		
3	0618265058	CHEMISTRY SIXTH EDITION	☐	☒	☐	42		
4	9781305266438	A+ GUIDE TO IT TECHNICAL SUPPORT	☐	☒	☐	25		
5	1590701526	HOSPITALITY SERVICES FOOD AND LODGING	☐	☒	☐	21		
6	9781133135081	A+ GUIDE TO MANAGING AND MAINTAINING YOUR PC	☐	☒	☐	28		
7	9781133135104	A+ GUIDE TO MANAGING AND MAINTAINING YOUR PC WORKBOOK	☐	☒	☐	16		
8	053843600X	ENTREPRENEURSHIP IDEAS IN ACTION SECOND EDITION	☐	☒	☐	28		
9	30020001704594	LITERATURE AMERICAN LITERATURE TE	☐	☒	☐	1		
10	9780547115788	LITERATURE GRADE 9	☐	☒	☐	1		
11	9780030736872	SPANISH 1 EXPRESATE!	☐	☒	☐	25		
12			☐	☐	☐			
13			☐	☐	☐			
14			☐	☐	☐			
15			☐	☐	☐			

Total # of **BOXES:**

Total # of **PALLETS:** 9

Material must be properly boxed or neatly stacked on pallets (5 - Spine-IN / 5 - Spine-OUT) and organized by title and grade level.

For Office Use Only

Transfer to: _____ Date Assigned: _____

Transferred by: _____ Date of Transfer: _____

McALLEN INDEPENDENT SCHOOL DISTRICT

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	ISBN	Title	Excellent	Usable	Damaged	QTY	Unit Price	Extended Amount
1	9781305870727	MICROSOFT OFFICE 365 EXCEL 2016 COMPREHENSIVE	☐	☒	☐	26		
2	9781256050247	INTRODUCTION TO COMPUTERS AND INFORMATION TECHNOLOGY	☐	☒	☐	31		
3	9781590706992	ARCHITECTURE RESIDENTIAL DRAFTING AND DESIGN	☐	☒	☐	15		
4	9997582020	ALGEBRA 2	☐	☒	☐	4		
5	9780534572938	CRIMINAL JUSTICE IN ACTION SECOND EDITION	☐	☒	☐	29		
6	9781285167848	MICROSOFT POWERPOINT 2013 COMPREHENSIVE	☐	☒	☐	13		
7	0538436123	INTRO TO BUSINESS 5TH EDITION	☐	☒	☐	3		
8	0538435909	BUSINESS PRINCIPLES AND MANAGEMENT	☐	☒	☐	3		
9	0805319573	BIOLOGY 4TH EDITION	☐	☒	☐	44		
10	0078616255	THEATRE ART IN ACTION	☐	☒	☐	17		
11	9781428335929	THE ART AND SCIENCE OF LIVESTOCK EVALUATION	☐	☒	☐	24		
12	0078285577	WORLD HISTORY	☐	☒	☐	7		
13	0618148078	CHEMISTRY FIFTH EDITION	☐	☒	☐	5		
14	9780840064653	ACCOUNTING CENTURY 21 MULTICOLUMN JOURNAL	☐	☒	☐	4		
15	0937049581	WATER RESOURCE MANAGEMENT	☐	☒	☐	24		

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McALLEN INDEPENDENT SCHOOL DISTRICT

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	ISBN	Title	Excellent	Usable	Damaged	QTY	Unit Price	Extended Amount
1	9780547116075	TE LITERATURE GRADE 9	☐	☒	☐	1		
2	9780547115788	LITERATURE GRADE 9	☐	☒	☐	1		
3	0321099699	WORLD CIVILIZATIONS THE GLOBAL EXPERIENCE THIRD EDITION	☐	☒	☐	3		
4	0030379814	LIFETIME HEALTH	☐	☒	☐	2		
5	9798214084596	OCEANOGRAPHY AN INVITATION TO MARINE SCIENCE 10E	☐	☒	☐	1		
6	9780138046200	FORENSIC SCIENCE AN INTRODUCTION	☐	☒	☐	1		
7	9780544353954	ALGEBRA 2	☐	☒	☐	1		
8	9780547394817	TEXAS WRITE SOURCE TE GRADE 9	☐	☒	☐	1		
9	0131959956	PRECALCULUS GRAPHICAL, NUMERICAL, ALGEBRAIC	☐	☒	☐	1		
10	0030646383	PSYCHOLOGY PRINCIPLES IN PRACTICE	☐	☒	☐	1		
11	9780736261630	EDGE READING, WRITING AND LANGUAGE	☐	☒	☐	1		
12	9780538631822	CENTURY 21 ACCOUNTING	☐	☒	☐	1		
13			☐	☐	☐			
14			☐	☐	☐			
15			☐	☐	☐			

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	ISBN	Title	Excellent	Usable	Damaged	QTY	Unit Price	Extended Amount
1	9780021401222	TX Geometry Vol 1 TeacherEdition	☐	☒	☐	5		
2	9780021401161	TX Geometry Vol 2 Teacher Edition	☐	☒	☐	2		
3	9780021392551	TX Geometry Student Ed	☐	☒	☐	182		
4	9780021401710	TX Algebra 2 Vol 1 Teacher Edition	☐	☒	☐	0		
5	9780021401659	TX Algebra 2 Vol 2 Teacher Edition	☐	☒	☐	3		
6	9780021392568	TX Algebra 2 Student Edition	☐	☒	☐	139		
7	9780021375165	TX Precalculus Teacher Edition	☐	☒	☐	0		
8	9780021402502	TX Precalculus Student Edition	☐	☒	☐	79		
9	9780134217420	Precalculus 6th Ed	☐	☒	☐	102		
10			☐	☐	☐			
11			☐	☐	☐			
12			☐	☐	☐			
13			☐	☐	☐			
14			☐	☐	☐			
15			☐	☐	☐			

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Memorial High School	5/28/2026
REQUESTED BY	**TELEPHONE NO. (956)-**
Mr. Jesus Lozano	632-5215

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	ISBN	Title	Excellent	Usable	Damaged	QTY	Unit Price	Extended Amount
1	9781111578596	ACCOUNTING CENTURY 21 MULTICOLUMN JOURNAL	☐	☒	☐	45		
2	9997582020	ALGEBRA 2	☐	☒	☐	35		
3	9781285167848	MICROSOFT POWERPOINT 2013	☐	☒	☐	3		
4	0030565448	PHYSICS	☐	☒	☐	15		
5	9781590706992	ARCHITECTURE RESIDENTIAL DRAFTING AND DESIGN	☐	☒	☐	8		
6	0534572936	CRIMINAL JUSTICE IN ACTION SECOND EDITION	☐	☒	☐	2		
7	9780138046200	FORENSIC SCIENCE AN INTRODUCTION	☐	☒	☐	24		
8	0030736919	NUEVAS VISTAS	☐	☒	☐	2		
9	0030736870	SPANISH 1 EXPRESATE!	☐	☒	☐	1		
10	9798214084596	OCEANOGRAPHY AN INVITATION TO MARINE SCIENCE 10E	☐	☒	☐	57		
11	9781256050247	INTRODUCTION TO COMPUTERS AND INFORMATION TECHNOLOGY	☐	☒	☐	4		
12	0937049581	WATER RESOURCE MANAGEMENT	☐	☒	☐	7		
13	9781305870727	EXCEL 2016	☐	☒	☐	3		
14			☐	☐	☐			
15			☐	☐	☐			

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Disposal Instructional Materials

	ISBN	Title	Excellent	Usable	Damaged	QTY	Unit Price	Extended Amount
1	9781285088457	MICROSOFT OFFICE 2013 FIRST COURSE	☐	☐	☒	99		
2	0030736919	NUEVAS VISTAS ADVANCED SPANISH CURSO DE INTRDUCCION	☐	☒	☐	77		
3			☐	☐	☐			
4			☐	☐	☐			
5			☐	☐	☐			
6			☐	☐	☐			
7			☐	☐	☐			
8			☐	☐	☐			
9			☐	☐	☐			
10			☐	☐	☐			
11			☐	☐	☐			
12			☐	☐	☐			
13			☐	☐	☐			
14			☐	☐	☐			
15			☐	☐	☐			

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For Office Use Only

Transfer to: _____ Date Assigned: _____

Transferred by: _____ Date of Transfer: _____

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Second Amendment to Agreement 2023-140 McAllen High School Tennis Court Facilities Use Agreement with South Texas College

REFERENCE: Goal 1: Student Achievement/Student Focus Strategy 5: Partnerships with Business/Civic/Educational Organizations

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On May 16, 2023, the District entered into an agreement with South Texas College ("STC"). The facility agreement grants access to STC to utilize the McAllen High School Tennis Courts.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District and STC would like to amend this agreement beginning June 30, 2026

LEGAL REVIEW:

The Amendment has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Second Amendment to Agreement No. 2023-140 McAllen High School Tennis Court Facilities Use Agreement with South Texas College through June 30, 2029.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Lorena Garcia
Lorena Garcia (May 28, 2026 17:19:38 CDT)

For further information contact:
Name: Mrs. Lorena Garcia, Deputy Superintendent for Business & Operations
Office: (956) 688-5418
Email: lorena.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (May 28, 2026 17:21:11 CDT)

Superintendent of Schools

Department of Purchasing Services

Contract No.: 2023-140

Contract Coversheet and Signature Form
for
Forms/Contracts Requiring Superintendent Approval

This form standardizes the contract process and is to be used as the cover sheet to ensure complete review by appropriate department(s)/campus(es).

District Operations
Department/Campus Name

Sponsor	Signature	Date
Campus Principal	Signature	Date
Lorena Garcia Department Director	Lorena Garcia Lorena Garcia (May 21, 2026 10:06:23 CDT) Signature	05/21/2026 Date

SOUTH TEXAS COLLEGE

Kinesiology Department

2607 W. Pecan Blvd, McAllen, TX 78501 (956) 872-3707

MODIFICATION OF CONTRACT NO. 2023-140
Facilities Use Agreement

This Modification of Contract No. 2023-140—Facilities Use Agreement--("Modification"), effective as of the 30th day of June 2026, is made by and between the McAllen Independent School District ("District") and South Texas College ("Licensee"), sometimes referred to collectively herein as the "Parties," as follows:

WHEREAS, the District and Licensee entered into Contract No. 2023-140--Facilities Use Agreement, dated May 16th, 2023 ("Agreement"); and

WHEREAS, the District and Licensee desire to amend and modify the Agreement.

NOW THEREFORE, for and in consideration of the modification of the terms and provisions set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Licensee hereby agree to the following modification to the Agreement:

1. The paragraph titled "Term" is hereby deleted in its entirety and replaced with the following:
   a. Term. The term of this Agreement, and all rights and obligations of the Parties under this Agreement, shall commence on June 30, 2026, and shall terminate on June 30, 2029. During the Fall 2026 academic semester, Licensee shall have access to the Licensed Facility, pursuant to the terms of this Agreement, from 10:00 am until 11:15 am on Tuesdays and Thursdays. Licensee, and its officers, agents, employees, contractors, students, and invitees, shall be entitled to enter the Licensed Facility, only upon those dates and at the times stated in this Agreement or otherwise agreed to in writing. In the event of a conflict, the District will have first consideration and priority in the scheduling of events. In addition, the District and Licensee agree to reasonably cooperate in scheduling the use of the Licensed Facility outside of the hours set forth in this Paragraph if needed to provide the greatest benefit to their respective students and participants. With respect to all academic periods following the end of the Fall 2026 academic semester and during the remaining Term of this Agreement, the Parties shall agree in writing to the days and times of use of the Licensed Facility.

2. Except as modified herein, all terms and conditions of the Contract shall remain in full force and effect. The District and Licensee ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORGINALS and effective as of June 30, 2026.

MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Lucia Regalado, Board President

Approved as to form
by: JOHNATHAN BALL (May 21, 2026 10:07:26 CDT)
Johnathan Ball, Staff Attorney

SOUTH TEXAS COLLEGE

By: _____
Dr. Ricardo J. Solis, President

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2027-1003 Building and Maintenance, Materials, Supplies, Equipment, and Related Services (Round 1)

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for building and maintenance, materials, supplies, equipment, and related services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards". This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis, upon the Board of Trustees ("Board") approval.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Six hundred fifty-five (655) vendors were invited to submit proposals, and twenty-one (21) vendors responded, including five (5) no bid responses, and two (2) non-responsive. The evaluation committee, comprised of Ruben Treviño, Executive Director for Facilities, Maintenance, and Operations; Roel Moroles, Assistant Director for Facilities, Maintenance, and Operations; Melissa Ortiz, Coordinator for Facilities, Maintenance, and Operations; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Sandra Pulido, Buyer, evaluated the proposals. Administration is recommending that the fourteen (14) companies listed on the attached list be approved as qualified vendors.

LEGAL REVIEW:

None Required

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2027-1003 Building and Maintenance, Materials, Supplies, Equipment, and Related Services (Round 1), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2030.

Attachment: ☑

SUBMITTED BY: _____

SUPERVISOR: Lorena Garcia
Lorena Garcia (Jun 15, 2026 10:26:42 CDT)

For further information contact:
Name: Mr. Ruben Trevino, Executive Director for Facilities, Maintenance, and Operations
Office: (956) 632-3200
email: ruben.trevino@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 12:11:21 CDT)

Superintendent of Schools

RECOMMENDED VENDORS
Request for Proposal No. 2027-1003
Building and Maintenance, Materials, Supplies, Equipment, and Related Services (Round 1)

No.	Vendor Name	City	State	Recommendation
1	Central Plumbing & Electric Supply (CENCO Corp.)	Weslaco	TX	Qualified
2	Dream Ranch Supply & Procurement Group (Dream Ranch LLC)	Burleson	TX	Qualified
3	Filterbuy Incorporated	Talladega	AL	Qualified
4	Got Hydraulics LLC	Los Fresnos	TX	Qualified
5	IML Security Supply (Intermountain Lock and Security Supply Co)	San Antonio	TX	Qualified
6	Legefy Roofing LLC	Springtown	TX	Qualified
7	Luna Glass LLC	McAllen	TX	Qualified
8	Mesquite Resources LLP	Alamo	TX	Qualified
9	NVS Corporate Services, Inc	Brownsville	TX	Qualified
10	Sanchez Building Supplies, Inc.	Pharr	TX	Qualified
11	Six Shooter Softwash (Sixto Garza Jr Enterprises LLC)	McAllen	TX	Qualified
12	Solar Electric Power Company	Stuart	FL	Qualified
13	Texas AirSystems LLC	Irving	TX	Qualified
14	WinSupply RGV Tx Co.	Mission	TX	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 26)

REFERENCE: Goal 1: Student Achievement/Student Focus; Strategy 3: Engaging Learning Environments

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards." This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' approval. Two hundred eighty-eight (288) vendors previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

One thousand one hundred sixty-eight (1,168) vendors were invited to submit proposals, and eighteen (18) vendors responded, including ten (10) no-bid responses. The evaluation committee, comprised of Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Sandra Pulido, Buyer, evaluated the proposals. Administration is recommending that the eight (8) companies on the attached list be awarded as qualified vendors, for a total of two hundred ninety-six (296) vendors.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these services have been budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 26), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: Laura Williams

SUPERVISOR: Lorena Garcia
Lorena Garcia (May 28, 2026 17:21:10 CDT)

For further information contact:
Name: Ms. Laura Williams
Director of Purchasing Services
Office: (956) 657-4480
eMail: laura.williams@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (May 28, 2026 17:29:52 CDT)

Superintendent of Schools

RECOMMENDED VENDORS

Request for Proposal No. 2024-1020 Professional Development, Site Licenses, Supplemental Materials, & Other Related Products and Services (Round 26)

No.	Vendor Name	City	State	Recommendation
1	Constructed Learning, LLC	San Antonio	TX	Qualified
2	Dr. Joi Global Services, LLC (Joi Chester)	Gadsden	AL	Qualified
3	Empireneurs DeFi LLC	Waco	TX	Qualified
4	Footsteps2Brilliance, Inc.	Washington	DC	Qualified
5	Kiddom Inc	San Francisco	CA	Qualified
6	Romeo Benavidez Jr	McAllen	TX	Qualified
7	YouthLight, LLC	Chapin	SC	Qualified
8	Zayas Educational Enterprises, LLC (Luisa Margarita Zayas Valdes)	Houston	TX	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 20)

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for apparel, awards, incentives, printing, and related products and services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards." This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' approval. One hundred nineteen (119) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Four hundred sixty-four (464) vendors were invited to submit proposals, and eleven (11) vendors responded, including five (5) no-bid responses, and four (4) previously awarded with no changes. The evaluation committee, comprised of Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Corina Tijerina, Buyer, evaluated the proposals. Administration is recommending that the two (2) companies listed on the attached list be approved as qualified vendors, for a total of one hundred twenty-one (121) vendors.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2024-1021 Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 20), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2027.

Attachment: ☑

SUBMITTED BY: Laura Williams (Jun 15, 2026 07:02:56 CDT)

SUPERVISOR: Lorena Garcia (Jun 15, 2026 07:28:21 CDT)

For further information contact:
Name: Ms. Laura Williams, Director of Purchasing Services
Office: (956) 657-4480
eMail: laura.williams@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 12:18:01 CDT)

Superintendent of Schools

RECOMMENDED VENDORS
Request for Proposal No. 2024-1021
Apparel, Awards, Incentives, Printing, and Related Products and Services (Round 20)

No.	Vendor Name	City	State	Recommendation
1	Taytrading LLC	Stafford	TX	Qualified
2	Versa Printing, Inc.	Dallas	TX	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2026-1031 Districtwide Vending Machine Services

REFERENCE: Goal 4 - Financial Priorities; Strategy 7: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On April 17, 2026, the McAllen Independent School District ("District") solicited proposals for district-wide vending machine services.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Sixty-nine (69) vendors were invited to submit responses, and two (2) vendors responded, including one (1) no bid. On June 11, 2026, the evaluation committee comprised of Sonia Esquivel, Director of Child Nutrition; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Mariza Malm, Senior Buyer evaluated the proposals. Administration is recommending that the Board of Trustees award contract to STX Snacktime Vending Company LLC, the sole respondent, for a term of three (3) years.

LEGAL REVIEW:

A draft copy of the district service contract is attached.

BUDGETARY CONSIDERATIONS:

STX Snacktime Vending Company, LLC is offering a 19% commission on full service vending sales for a term of three (3) years, representing a 4% increase from previous bid commission.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposals No. 2026-1031 Districtwide Vending Machine Services and award contract to STX Snacktime Vending Company LLC, for a term of three (3) years.

Attachment: ☑

SUBMITTED BY: Laura Williams

SUPERVISOR: Lorena Garcia
Lorena Garcia (Jun 16, 2026 11:52:49 CDT)

For further information contact:
Name: Ms. Laura Williams, Director of Purchasing Services
Office: (956) 657-4482
Email: Laura.Williams@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 16, 2026 12:10:57 CDT)

Superintendent of Schools

EVALUATION MATRIX

2026-1031 Districtwide Vending Machine Services

Criteria	Max. Pts. 100	STX Snacktime Vending Company LLC Weslaco, TX
Total Points	**100**	**59.75**
Price	**70**	**50**
Commission *(Bid Attributes 61 - 63)*	50	50
Scholarships *(Bid Attributes 68 - 71)*	20	0
Reputation of the vendor and of the vendor's goods or services	**9**	**0**
Three (3) current or former school district references *(Bid Attributes 80 - 95)*	9	0
The quality of the vendor's goods or services	**3**	**3**
Refund Process *(Bid Attribute 60).*	3	3
The extent to which the goods or services meet District's needs	**15**	**3.75**
Additional Payment/Compensation Plan - Upfront Payment *(Bid Attributes 65 - 67)*	3.75	0.00
Additional Payment/Compensation Plan - Scholarships *(Bid Attributes 69 - 71)*	3.75	0.00
Additional Payment/Compensation Plan - Product Donation *(Bid Attributes 73 - 75)*	3.75	3.75
Additional Payment/Compensation Plan - Fundraising *(Bid Attributes 77 - 79)*	3.75	0.00
Past Relationship with District	**1**	**1**
Past experience *(Bid Attribute 96)*	1	1
HUB (TEC 44.031(b)(6)) or Veteran-Owned Businesses	**0**	**0**
N/A		0
Total long-term cost to the district to acquire the vendor's goods or services	**0**	**0**
N/A		0
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**
Texas Vendor or Employs 500+ in Texas = 1; Out of State Vendor = 0 (Bid Attribute 12)	1	1
Any other relevant factor specifically listed in the request for bids or proposals	**1**	**1**
Responded	1	1

MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. XXXX-XXX Project Name through Request for Proposal No. XXXX-XXX (Vendor Name)

This contract ("Contract"), made and entered into effective by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and (**name of company as listed on W-9)** a (state vendor is located) (type of business, corporation, llc, etc) (hereinafter referred to as "Vendor") as of the date of execution (the "Commencement Date") by the District as shown on the signatory page of this Contract.

WITNESSETH:

WHEREAS, District recognizes that the **DEPARTMENT** of District (the "Department") requires certain services ("Services") rendered by Vendor who has the training, experience, and qualifications necessary to provide the services;

WHEREAS, District requested proposals from vendors for Services, more particularly described on Exhibit A attached hereto;

WHEREAS, Vendor submitted a response to the District's proposal; 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

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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. xxxx-xxxx

C. Exhibit "B" – Vendor's Services, Products and Fees Pursuant to Request for Proposal No. xxx-xxx/ **OR Vendor's Response to District's Request for Proposal No. xxxx-xxxx (Depending on whether it is one awarded vendor or multiple.)**

D. Exhibit "C" – Certificate of Insurance

E. Exhibit "D" – Data Sharing Agreement (if not applicable, delete this section)

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

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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 the Commencement Date and remain effective through {insert end date} (Federal: a term of one (1) year, with the option to renew for three (3) additional one (1) year terms). All services must be completed during the term of the Contract.

A. **Termination without Cause**. District shall have the right to terminate this Contract without cause on thirty (30) days written notice to the Vendor.

B. Termination with Cause.

a. Termination by District. District may terminate this Contract immediately upon the occurrence of any of the following events:

i. Any conduct of the Vendor, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.

ii. Failure to provide evidence of 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

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If to Vendor: COMPANY NAME
Attn:
Street:
City:

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

15. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.

16. NO IMPLIED WAIVER

No waiver or modification of the Contract Documents shall be valid unless it is in writing and signed by the District and Vendor.

17. SEVERABILITY

The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

18. ASSIGNABILITY

The 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).

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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.

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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

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.

draft

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:	**VENDOR:**
McAllen Independent School District	Vendor Name
By:_____	By:_____
Dr. René Gutiérrez, Superintendent	Name and Title

Approved as to form:
by: _____
Johnathan Ball, Staff Attorney

draft

Exhibit "A" – District's Request for Proposal No. 2018-157

draft

Exhibit "B" – Vendor's Services, Products and Fees Pursuant to

Request for Proposal No. 2018-157

draft

Exhibit “C” – Certificate of Insurance

draft

Exhibit "D" – Data Sharing Agreement

(if not applicable, delete this page)

draft

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Report Regarding Intention to Apply for Federal Grants

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
Yearly districts submit grant applications for the following programs:
-Title I, Part A-Improving Basic Programs
-Title II, Part A-Supporting Effective Instruction
-Title IV, Part A, Student Support and Academic Enrichment
-Title 1, Part C- Migrant
-Perkins V: Strengthening CTE for 21st Century
-IDEA - Part B Formula
-IDEA - Part B Preschool
-IDEA - Part B Discretionary (Deaf) 315
-Title III, Part A-ELA
-Employement and Training Administration at US DOL Innovative Approaches to Literacy (IAL) Program

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

LEGAL REVIEW:
N/A

BUDGETARY CONSIDERATIONS:
N/A

RECOMMENDED BOARD ACTION:
This item is for information purposes only.

Attachment:

SUBMITTED BY: _____ **SUPERVISOR:** Rosalba De Hoyos (Jun 1, 2026 10:45:20 CDT)

For further information contact:
Name: Dr. Rosalba De Hoyos
Office: 956-618-6048
eMail: rosalba.dehoyos@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 1, 2026 11:30:27 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Report Regarding School Health and Related Services (SHARS) Program

REFERENCE: Goal 1: Students Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The School Health and Related Services (SHARS) program supports enabling the district to receive Medicaid reimbursement for eligible health-related services provided to students with disabilities. These funds help sustain and enhance services that support students access to education and their overall well-being. This evening, the special education department will provide an update regarding the SHARS program.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The SHARS program provides Medicaid reimbursement for eligible health-related services delivered to students with disabilities. This report will provide the Board with an overview of program and the role of SHARS funding in supporting services for eligible students.

LEGAL REVIEW: None required.

BUDGETARY CONSIDERATIONS: None.

RECOMMENDED BOARD ACTION:
This item is for information purposes only.

Attachment: ☑

SUBMITTED BY: Maribelle Elizondo (Jun 11, 2026 09:27:45 CDT)

SUPERVISOR: Rosalba De Hoyos (Jun 11, 2026 09:35:32 CDT)

SUPERVISOR: Jeanette Nino (Jun 11, 2026 09:38:58 CDT)

For further information contact:
Name: Maribelle Elizondo
Office: 956-632-3285
eMail: maribelle.elizondo@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 11, 2026 13:36:59 CDT)

Superintendent of Schools

MCALLEN ISD

WE ARE ALL IN!

School Health and Related Services

Special Education

School Health and Related Services (SHARS)

- The district bills for medical services (Personal Care, speech, Occupational Therapy, Physical Therapy, Nursing, Physician Services, Psychological Services, transportation, audiological services) throughout the fiscal year

- At the end of the fiscal year, a cost report is completed to determine amount of annual reimbursement for the previous fiscal year

- MISD for 2024 average was $*800,000 dollars for the* fiscal year in billing and cost report settlement combined.
  - We received 1.4 million in Interim payments for 2024 but, we anticipate repaying $618,394.89 due to overpayment with law change.

- A formal appeal was filed on May 5, 2026. MISD has filed a formal appeal with Texas Health and Human Services Commission and is awaiting a response (assignment of court and attorney).

SHARS APPEAL

- SHARS formal Appeal sent on May 5, 2026
  - What did McAllen ISD appeal?
    - ITEM No. 1 No.2 : **Disallowance of Medicaid Eligible Student Count and One - Way Trip Ratio** from the IEP Ratio Numerator. There were modifications made to the ratios without proper approval by the CMS Center for Medicare/Medicaid Services (the State).
    - Item 3: **Disallowance Of Medicaid Eligible Student Count in IEP and One- Way Trip Ratio** numerator because of TMHP's processing delays of Speech Therapy ORP (Ordering Referring and Prescribing) Enrollment requirements.
    - ITEM NO. 4: **Disallowance of Direct Medical Services Cost** in the Amount of $335,396.00
    - ITEM NO. 5: **Disallowance of Transportation Services Cost** in the Amount of $187,371
    - ITEM NO. 6: **Disallowance of $522,737.00 in Medicaid Allowable** Costs.

SHARS APPEAL

- SHARS Formal **2024** Appeal with all documents mailed Tuesday, May 5, 2026

- MISD received formal Appeal response for **2022**
  - Judge reviewing 2022 Appeal
  - Response will indicate the district will either receive a settlement or owe the settlement amount $391,509.83 (adjusted).

- **Next Steps**
  - Wait for Texas Health and Human Services Commission to respond
  - Assign an attorney to represent the state and a judge to hear the case
  - Hire an Attorney to represent MISD

Thank You

For Your Attention

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action for the Approval of Donation for Dr. Carlos Castaneda Elementary

REFERENCE: Goal 1 Student Achievement/Student Focus, Strategy 4 Learning Experiences

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
This donation is designated for the Dr. Carlos Castaneda Elementary, to be used at the school's discretion to support student needs and educational enrichment.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS: None

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION: That the Board of Trustees approve donation for Dr. Carlos Castaneda Elementary.

Attachment: ☐

SUBMITTED BY: _____ **SUPERVISOR:** Jeanette Nino (Jun 14, 2026 10:52:55 CDT)

For further information contact:
Name: Jeanette C. Nino
Office: 956-618-6053
eMail: jeanette.nino@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 12:08:01 CDT)

Superintendent of Schools 06/15/2026

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Request for Cooperative Quotes No. 2027-1005 Third Party Medicaid Billing Services

REFERENCE: Goal 4: Financial Priorities; Strategy 7: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The McAllen Independent School District solicited cooperative quotes for third-party Medicaid billing services. The School Health and Related Services ("SHARS") program allows Texas school districts to request Medicaid reimbursement for certain health-related services. Services must be medically necessary and reasonable to ensure that children and disabilities are able to participate in educational programs.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Fifty-eight (58) vendors were invited to submit cooperative quotes and three (3) vendors responded, including one (1) non-responsive. The evaluation committee comprised of Maribelle Elizondo, Executive Director for Special Education; Jessica Garza, Supervisor Special Education; Joel Garcia, Chief Financial Officer; Dyanira Diaz, Director of Accounting; Elizabeth Gutierrez, Director of Health Services; Eduardo Barnhart, Director of Transportation; Domingo Ramos, Director for Technology; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Carol Quintanilla, Senior Buyer, evaluated the cooperative quotes.

LEGAL REVIEW:
The contract will be reviewed by legal counsel prior to execution.

BUDGETARY CONSIDERATIONS:
Not applicable.

RECOMMENDED BOARD ACTION:
Administration recommends that the Board of Trustees:
a) approve the ranking of Request for Cooperative Quotes No. 2027-1005 Third Party Medicaid Billing Services; and
b) approve that Administration begin contract negotiations with the highest ranked firm. If the District is unable to negotiate a satisfactory contract with the selected firm, the District shall, formally and in writing, end negotiations with that firm and proceed to the next firm in the order of selection ranking until a contract is reached or all submittals are rejected; and
c) authorize the Superintendent to execute the contract and related documents, for a period of one (1) year, commencing upon execution of contract with the option to renew for three (3) additional one (1) year terms.

Attachment: ☑

SUBMITTED BY: Maribelle Elizondo (Jun 15, 2026 16:32:30 CDT)

SUPERVISOR: Jeanette Nino (Jun 15, 2026 16:56:42 CDT)

SUPERVISOR: Rosalba De Hoyos (Jun 15, 2026 17:57:51 CDT)

For further information contact:
Name: Mrs. Maribelle Elizondo, Executive Director of Special Education
Office: (956) 632-3285
eMail: maribelle.elizondo@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 16, 2026 12:06:17 CDT)

Superintendent of Schools

EVALUATION MATRIX

PROJECT NO./NAME: RFCQ 2027-1005 Third Party Medicaid Billing Services
EVALUATION MEETING DATE: June 15, 2026 at 2:15 p.m. (via TEAMS)

No	Criteria	Max. Pts. 100	MSB School Services, LLC Leander, TX TIPS COOPERATIVE	Onward Learning (Texas Special Education Software Solutions LLC.) Austin, TX TIPS COOPERATIVE
	Total Points	**100**	**94.58**	**94.25**
	Ranking		**1**	**2**
1	**Price**	**30**	**29.58**	**30.00**
	Pricing is based on historical data FY24		$104,196.83	$102,740.83
2	**Reputation of the vendor and of the vendor's goods or services;**	**3**	**0**	**2**
	Reference Forms *(1 pt. per form) (Response Attachments tab)*		submitted 3 incomplete forms	3 ISD forms submitted; 2 are from same ISD
3	**The quality of the vendor's goods or services**	**21**	**21**	**21**
	Experience with EC-12 Districts in the past 5 years of similar size and scope ('+5a districts = 5 pts; 3A districts = 2 pts; less than 3A = 1 pt) (Attribute #77)	5	5	5
			Birdville ISD (5a), Frisco ISD (5a), CyFair ISD (6a), Denton ISD (5a)	Clear Creek ISD (6a) 4 years (5/2022 to Current) Conroe ISD (6a) 3 years (7/2023 to current) New Caney ISD (5a) 5 years (1/2021 to Current)
	Experience with EC-12 districts in the State of Texas (EC-12 in State of Texas = 10 points; if none = 0 points) (Attribute #78)	10	10	10
			MSB exclusively works with K-12 schools to provide Medicaid financial services. We serve districts of all sizes from small districts in co-ops to large, urban districts such as McAllen ISD.	Clear Creek ISD; Conroe ISD; Amarillo/Lubbock ISD; New Caney ISD; San Benito CISD and more
	Does respondent's software integrate with Skyward Qmlative and Successed (Yes = 1 pt; No = 0 pts.) (Attribute #128)	1	1	1
			Yes	Yes
	Provided explanation how Respondent's system pulls student demographics from Skyward and matches them with IEP service goals/minutes from SuccessEd to ensure accurate medicaid billing (Yes = 1 pt; No = 0 pts) (Attribute #130)	1	1	1
			Yes	Yes
	Data Security Plan (Yes = 2 pts.; No = 0 pts.) (Attribute #134)	2	2	2
			Yes	Yes
	Disaster Recovery Plan (Yes = 2 pts.; No = 0 pts.) (Attribute #135)	2	2	2
			Yes	Yes
4	**The extent to which the goods or services meet District's needs**	**40**	**39.00**	**36.25**
	Claims Process - Turnaround Time (30 days = 2pts; more than 30 days = 0 pts.) (Attribute #124)	2	2	2
			MSB completes billing for all services within 30 days of service delivery.	Claims are typically processed and submitted on a weekly basis.
	Claims Process - Parental consent monthly review (yes = 3 pts; no = 0 pts.) (Attribute #144)	3	3	3
			Yes	Yes

No	Criteria	Max. Pts. 100	MSB School Services, LLC Leander, TX TIPS COOPERATIVE	Onward Learning (Texas Special Education Software Solutions LLC.) Austin, TX TIPS COOPERATIVE
	Claims Process - TMHP participant list monthly validation (yes = 3 pts.; no = 0 pts.) (Attribute #145)	3	3	3
			Yes	Yes
	Respondent is able to provide the district an anaysis of audit results. (Yes=2 pts; No = 0 pts.) (Attribute #138)	2	2	2
			Yes	Yes
	Respondent is able to prepare all required documents necessary for an appeal. (Yes = 2 pts; No = 0 pts.) (Attribute #139)	2	2	2
			Yes	Yes
	Respondent is able to file an appeal if necessary for the district. (Yes = 2 pt; No = 0) (Attribute #140)	2	2	2
			Yes	Yes
	Respondent is able to represent the district in an appeal if necessary. (Yes = 2 pt; No = 0 pts.) (Attribute #141)	2	2	2
			Yes	Yes
	Key Personnel - Number of Years with Company (weighted average) (10+ yrs = 4 pts.; 5-9 yrs = 3 pts; 4 yrs =2 pts; 3 yrs=1 pt. less than 1 yr = 0 pts) (A84, #89, #94, #99, #104, #109)	4	3	0.75
			7.3 years (average)	2.5 years (average)
	Provide relevant training at no additional cost to district personnel, including: (1) Teachers, (2) Para-professionals, (3) Physical Therapist, (4) Occupational Therapist, (5) Speech Pathologist, (6) Psychologist, (7) Diagnositicans; (8) Special Education Executive Director; (9) Relevant Supervisors; (10) Medicaid Clerk; (11) Chief Financial Officer; (12) Director of Health Services; (13) Director of Transportation; and (14) Director of Accounting. (yes = 1 pt each; no = 0 pts.) (Attribute #151-#164)	14	14	14
			Yes	Yes
	Number of years in business providing similar services (10+ years = 1 pt; less than 10 years = .5 pts) (Attribute #76)	1	1	0.5
			20 years	7 years
	Respondent is able to provide cost report preparation,analyzing, submission, and settlement. (Yes = 5 pts; No = 0 pts.) (Attribute #146)	5	5	5
			yes	yes
5	**Past Relationship with District**	**1**	**0**	**0**
	Prior experience with District. (Yes = 1pt; No = 0 pts.) (Attribute #79)		N/A	N/A
6	**HUB (TEC 44.031(b)(6)) or Small and Minority Firms, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms (2 CFR 200.321)**	**0**	**0**	**0**
	N/A		N/A	N/A
7	**Total long-term cost to the district to acquire the vendor's goods or services**	**0**	**0**	**0**
	N/A		N/A	N/A
8	**Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state**	**1**	**1**	**1**
	Texas Vendor or Employes 500+ in Texas= 1; out of State Vendor = 0 (Attribute #11)		Yes	Yes

No	Criteria	Max. Pts. 100	MSB School Services, LLC Leander, TX TIPS COOPERATIVE	Onward Learning (Texas Special Education Software Solutions LLC.) Austin, TX TIPS COOPERATIVE
9	**Any other relevant factor specifically listed in the request for bids or proposals.**	**4**	**4.00**	**4.00**
	Timeline to have district up and running in entirety. (30 days = 1 pt; more than 60 days = 0 pts) (Attribute #121)	1	1	1
			McAllen ISD can be fully operational as early as 30 days of contract execution. System integrations are complete by Day 14, provider training across all 31 campuses is complete by Day 28, and first claims are submitted to TMHP by Day 30–35. Weekly billing and monthly in-person meetings begin in Month 2.	As long as the District provides the necessary data required for implementation and makes its SHARS administrative team and end users available for training, Onward is confident the District can be fully operational within 30 days of contract execution.
	MAC quarterly claims preparation and submission (yes = .5 pts; no = 0 pts) (Attribute #147)	0.5	0.5	0.5
			Yes	Yes
	Maintenance of effort review (yes = .5 pts; no = 0 pts.) (Attribute #148)	0.5	0.5	0.5
			Yes	Yes
	Presentations (yes = 2 pts.; no = 0 pts.)	2	2	2

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion of MISD Policy DGBA (LOCAL) – Personnel Management Relations: Employee Complaints/ Grievances (Second Reading)

REFERENCE:

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Administration is presenting MISD Policy DGBA (LOCAL) – Personnel Management Relations: Employee Complaints/ Grievances for first reading and discussion. The revisions are intended to ensure alignment with current legal requirements, district practices, and procedural clarity regarding the handling of employee complaints and grievances.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Administration is requesting proposed policy updates to provide clarification regarding grievance procedures, timelines, levels of review, and employee rights throughout the complaint resolution process. The revisions once submitted to TASB Policy Services will support consistency, transparency, and compliance in addressing employee concerns. The first reading allows the Board of Trustees the opportunity to review and discuss the proposed changes prior to consideration for adoption at a future meeting.

LEGAL REVIEW:

Recommendations will be reviewed by TASB Policy Services.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

The MISD Policy DGBA (LOCAL) – Personnel Management Relations: Employee Complaints/Grievances (Second Reading). Administration is recommending action on this item.

Attachment: ☑

SUBMITTED BY: Alberto Canales (May 29, 2026 10:26:39 CDT)

SUPERVISOR: Lorena Garcia (May 29, 2026 10:57:01 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6005
Email: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (May 29, 2026 11:06:24 CDT)

Superintendent of Schools

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 has been followed:

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 DIA.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with DIA.
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 and on the District’s website.

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate campus or District 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.

Filing Deadlines

If an employee has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a

resolution during the process, the employee must file a complaint within 15 business 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.

Deadline Extensions

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

If the superintendent or administration provides documents to the grievant that the superintendent or administration intends to rely on at the level three hearing less than five calendar days before the level three hearing , grievant shall be entitled to a reset of the level three hearing upon request to a date and time mutually agreeable.

Formal Process

An employee may initiate the formal process described below by timely filing a written complaint form.

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.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the employee shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

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.

Option to Continue Informal Process

Even after initiating the formal complaint process, the employee is encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

Notice of Complaint

A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.

Freedom from Retaliation

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

Whistleblower Complaints

Whistleblower complaints shall be filed within the time specified by law and may be made 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]

Complaints Against Supervisors

Complaints alleging a violation of law by a supervisor may be made to the Superintendent. Complaints alleging a violation of law by the Superintendent may be submitted directly to the Board or Board's designee.

Direct Communication with Board Members

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.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, 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 business days after the deadline.

Scheduling Hearings

The District shall make reasonable attempts to schedule hearings at a mutually agreeable time. If the employee fails to appear at a scheduled hearing, the District may hold the hearing and issue a decision in the employee's absence.

Decision

A "decision" shall mean a written communication to the employee from the appropriate administrator that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.

The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.

A decision 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 decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Representative

"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 the employee in the complaint process.

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 business days' notice to the District before a scheduled hearing, the District may reschedule the 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.

Consolidating Complaints

To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from an event or series of related events shall be consolidated.

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 on a form provided by the District.

Copies of any documents that support the complaint should be included with the complaint form. If the employee does not have copies of these documents, copies may be presented at the Level One hearing. After the Level One hearing, the employee may supplement the record with additional documents or include additional claims.

Record

A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the employee who filed the complaint, documents determined relevant by District personnel, and the decision.

Remand

A complaint or appeal form that is incomplete in any material aspect shall be refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.

If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.

Assignment of Hearing Officer

When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.

At the level three hearing, the hearing officer shall be responsible for ensuring a recording of the hearing is made. Thereafter, Human Resources shall be responsible for maintaining the level three recording.

Investigation

The District may conduct an investigation at any level in the complaint process. If the District and the employee mutually agree, all deadlines shall be suspended during an investigation.

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a 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.

Complaint Levels

Level One

At Level One, the appropriate hearing officer shall hold a hearing with the employee within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the employee a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer 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 decision has expired, the employee may request a hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within 20 calendar days of the date of the Level One decision or, if no decision has been communicated to the employee, within 20 calendar days of the Level One decision deadline.

After receiving notice of the appeal, the Level One hearing officer shall prepare and forward a record of the Level One complaint to the Level Two hearing officer and provide a copy of the Level One record to the employee.

The Level One record shall include:

1. The original complaint form and any attachments.
2. Any other documents submitted by the employee at Level One.
3. If the complaint is against a District employee, the written response of the District employee, if any.

4. The decision issued at Level One and any attachments.

5. All other documents relied upon by the Level One hearing officer in reaching the Level One decision.

The hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the employee a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider the Level One record, any additional information provided prior to the Level Two hearing, and any other relevant documents or information the hearing officer believes will help resolve the complaint.

Recordings of the Level One and Level Two hearings, 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 decision 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 20 calendar days of the date of the Level Two decision or, if no decision has been communicated to the employee, within 20 calendar days of the Level Two decision deadline.

Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.

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

At least five business days before the Board or Board committee meeting, the Superintendent shall provide the employee a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent 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. Any other documents submitted by the employee at Level Two.
4. The decision issued at Level Two and any attachments.
5. All other documents relied upon by the administration in reaching the Level Two decision.

The employee may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, 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 Board members.

In addition to any other record of the meeting required by law, the Board or Board committee 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 Board members with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board or Board committee shall then consider the complaint. It shall make a decision no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The employee shall be provided a decision in accordance with this policy and state law.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action by the Board of Trustees of the McAllen Independent School District to Delegate the Superintendent Authority to Hire Chapter 21 Contract and/or Professional At-Will Employees

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

BACKGROUND INFORMATION / REASON FOR BOARD CONSIDERATION:

Per Board Policy DC (LEGAL)- A Superintendent has sole authority to make recommendations to a board regarding the selection of all personnel, except that the board may delegate final authority for those decisions to the superintendent.

LEGAL REVIEW:

Johnathan Ball, Staff Attorney

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

That the Board of Trustees Delegate the Superintendent Authority to Hire Chapter 21 Contract and/or Professional At-Will employees from June 24, 2026 through August 10, 2026.

Attachment: ☑

SUBMITTED BY: Alberto Canales (Jun 6, 2026 10:03:57 CDT)

SUPERVISOR: Lorena Garcia (Jun 8, 2026 10:54:14 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: alberto.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 8, 2026 13:39:54 CDT)

Superintendent of Schools

McALLEN INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
RESOLUTION TO GRANT THE SUPERINTENDENT AUTHORITY TO HIRE CHAPTER 21 CONTRACT AND/OR PROFESSIONAL AT-WILL EMPLOYEES

WHEREAS, the McAllen Independent School District ("District") is committed to ensuring that qualified Chapter 21contract and/or professional At-Will employees are hired in a timely and efficient manner to support student achievement and district operations;

WHEREAS, the hiring of teachers and staff is essential to the smooth operation and continued success of the District;

WHEREAS, the Board of Trustees recognizes that during certain times of the year, particularly during the summer months and prior to the start of the academic year, it is necessary to expedite the hiring process to fill vacancies promptly;

WHEREAS, the Board of Trustees desires to delegate to the Superintendent the authority to make hiring decisions for teachers, subject to applicable laws, Board policies, and budgetary constraints;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the McAllen Independent School District that:

1. **Delegation of Authority:** The Superintendent is hereby granted authority to hire and issue employment offers to qualified individuals for teaching and administrative positions effective June 24, 2026, and continuing through August 10, 2026.
2. **Compliance with Policy and Law:** All hires made under this authority shall comply with applicable federal and state laws, Texas Education Agency regulations, and District policies and procedures.
3. **Reporting Requirement:** The Superintendent shall provide periodic updates to the Board of Trustees regarding personnel hired under this authority, including position titles, campus assignments, and certification status, as applicable.
4. **Limitation:** This resolution shall not apply to the hiring of executive-level positions, which shall remain under the purview of the Board of Trustees unless otherwise delegated.

BE IT FURTHER RESOLVED, that this resolution shall be entered into the minutes of the Board and remain in effect until the expiration date stated herein, unless modified or rescinded by a majority vote of the Board.

ADOPTED this _____ day of _____, 2026, by the Board of Trustees of the McAllen Independent School District.

_____
Lucia Regalado
President, Board of Trustees

ATTEST:

_____
Roberto A. Haddad
Secretary, Board of Trustees

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Report Regarding Child Nutrition Program Strategic Plan

REFERENCE: Goal 1: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Child Nutrition Program is committed to providing nutritious, high-quality meals that promote student health and academic success. Through ongoing evaluation and continuous improvement, the department is advancing a strategic plan focused on expanding scratch cooking practices and implementing clearly defined goals and key strategies to strengthen meal quality and overall program performance.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This item is for information purpose only

LEGAL REVIEW:

None

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

This item is for information purpose only

Attachment: ☑

SUBMITTED BY: Sonia Esquivel (May 28, 2026 12:28:45 CDT)

SUPERVISOR: Lorena Garcia (May 28, 2026 13:35:19 CDT)

For further information contact:
Name: Sonia Esquivel
Office: (956) 632-3226
Email: sonia.equivel@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (May 28, 2026 14:58:25 CDT)

Superintendent of Schools

CHILD NUTRITION PROGRAM STRATEGY PLAN

JUNE 23, 2026

MISSION & VISION

Mission:

To support the achievement of all students by expanding access to high-quality, nutritious meals that nourish their bodies and minds, served in a safe and welcoming environment, while helping to promote nutrition education and the importance of healthy eating.

Vision:

To create a generation of students who value nutrition and wellness as a lifelong priority.

GOAL #1

Goal: Increase Scratch Cooking by 71% within 3 years to improve meal freshness, improve nutritional quality, and support student health and academic success.

Objective: To provide students with healthier, more nutritious meals while educating students on the importance of healthy eating habits that support academic success and lifelong wellness.

Key Results & Strategies: Improve the quality of foods offered by sourcing healthier, high-quality ingredients and reducing reliance on highly processed products through targeted menu rollout.

Timeline: October, January, March of each school year: new menu rollout with a focus on introducing new scratch-cooked recipes using fresh ingredients or very minimally processed items. Each rollout will include one to two updated items designed to promote balanced meals and reduce added sugars to less than 10% of total calories.

Resources Needed:

- Staff engagement and training to ensure the successful implementation of the new menu
- A tracking mechanism to monitor menu development and progress towards the goal
- Student acceptance of the new menu to facilitate equipment upgrades
- Improved operational efficiencies to support the expansion of scratch cooking.

GOAL #2

Goal: Improve cafeteria equipment and operational efficiency to support scratch cooking.

Objective: To provide staff with the appropriate equipment and facilities needed to perform their job efficiently and responsibly, reducing equipment downtime and minimizing the need for additional labor while supporting high-quality scratch cooking.

Key Results & Strategies: Upgrade kitchen equipment to support scratch cooking food safety, and maintain an inventory system to guide planning, budgeting, and priorities.

Timeline: Ongoing; a comprehensive inventory tool has been developed and will be maintained annually, and the cafeteria upgrade planning with upcoming bond projects.

Resources Needed:

- Fund balance to continue funding equipment replacement and operational upgrades, while remaining fully self-funded
- Campus and district administration support to ensure are fully considered in bond planning to improve functional kitchen upgrades and improved dining and seating areas that support student experience.
- Develop and implement Standard Operating Procedures (SOPs) for receiving and tagging of new equipment, replacement and disposal processes, and comprehensive maintenance tracking of all CNP equipment and assets.

GOAL #3

Goal: Strengthen financial sustainability.

Objective: Ensure the Child Nutrition Program maintains a stable and sufficient fund balance to support daily operations, strategic investments, and unexpected financial needs while maintaining compliance with all federal, state, and local financial guidelines.

Key Results & Strategies: Maintain and monitor participation rate of 80% for breakfast and lunch and 11% for dinner while assessing menu enhancements and implementing strategies to improve appeal, increase revenue, and strengthen operational efficiency through cost control, waste reduction, and effective labor management.

Timeline: Conduct monthly reviews of financial reports, including revenues, expenditures, and fund balance, and provide quarterly updates on the department's financial health to district leadership.

Resources Needed:

- Marketing and student education of menu improvements to sustain and increase revenue.
- Efficient purchasing practices to manage rising food and supply costs
- Use of budget trackers to maintain ongoing financial oversight and tracking.

GOAL #4

Goal: Elevate food service staff through culinary training and professional development.

Objective: Equip food service staff with culinary skills, training, and resources needed to take pride in their work, foster professionalism, and consistently deliver high-quality, scratch-cooked meals while shifting the perception of cafeteria workers to skilled food service professionals.

Key Results & Strategies: Provide foundational culinary skills training to staff while implementing standard operating procedures to ensure consistent, efficient, and safe scratch-cooking and equipment use, and update job descriptions to reflect evolving food service roles and responsibilities.

Timeline: Ongoing, with structured training implemented annually during two district-wide professional learning days and expanded as the menu and equipment evolve.

Resources Needed:

- Funding for professional development for all staff
- Partnerships with culinary trainers or industry professionals.

CNP Strategy Plan

Considerations

BREAKFAST MENU COMPONENT ANALYSIS

Item	Entree 1 Calories	Entrée 1 CHO	Entree 1 Sugars (g)	Entree 1 Added Sugar (g)
Bacon, Egg & Cheese Taco	247	15	2.2	0
Cinnamon Raisin Bagel w/cream cheese	170	37	9	2
Required Components	2 Cup of fruit is required. Fruit is counts as a 1/2 cup option & juice counts as a			
Assorted Whole Fruit	78	15	16	0
Assorted Juice (4oz)	60	14	13	0
Required Component	2 Types of milk offering must be offered. Unflavored or flavored fat-free or low-fat			
Assorted Unflavored Milk	90	13	12	0
Total For Entrée 1 If All Components Are Selected	475	57	43.2	0
Total For Entrée 2 If All Components Are Selected	398	79	50	2
% calories from added sugars Entrée 1				0.00%
% calories from added sugars Entrée 2				2.01%

For every meal service, fruit & milk are required components CNP must offer daily

As shown in the example, in Entree 1, the total sugars are 43.2g, of which 41g comes from required components. CNP will focus on added sugars while maintaining compliance with required meal components.

In April 2026, CNP removed juice from breakfast meal service, resulting in a 4% decrease in participation. After juice was reintroduced in May, participation returned to prior levels within two weeks.

PROJECTED CHANGES TO ELIGIBILTY:

Under the current Community Eligibility Provision (CEP) the rate is at:

- 90.32% of total meals are reimbursed at a free reimbursement rate of $2.94 for breakfast & $4. 71 for lunch
- 9.68% of total meals are reimbursed at a paid rate of $0.40 for breakfast & $0.55 for lunch

CEP Cycle Renewal:

The current CEP cycle will expire at the end of the 2026-2027 SY, at which point renewal will be required (CEP must be renewed every 4 years). Renewal for the 2027-2028 will be based on the 2026-2027 eligibility data.

Projected impact based on current trends: (New reimbursement rates are released annually in July; projections below use current rates for illustration)

- 77.37% of total meals are reimbursed at a free reimbursement rate of $2.94 for breakfast & $4. 71 for lunch
- 22.63% of total meals are reimbursed at a paid reimbursement rate of $0.40 for breakfast & $0.55 for lunch

PROJECTED CHANGE TO ELIGIBILTY:

2025-2026 SY October Claim	Total Meals Claimed	Free Meals 90.32%	Paid Meals 9.68%	Revenue/Free Meal Rate $2.94 Breakfast $4.71 Lunch	Revenue/Paid Meals $0.40 Breakfast $0.55 Lunch	Total Breakfast Revenue
Breakfast Meal Service	295,721	267,095	28,626	785,260	11,450	796,710
Lunch Meal Service	321,217	290,123	31,094	1,366,480	17,102	1,383,582
				Total Reimbursement:		**2,180,292**
Projected 2027-2028 SY October Claim:	**Total Meals Claimed**	**Free Meals 77.37%**	**Paid Meals 22.63%**	**Revenue/Free Meal Rate $2.94 Breakfast $4.71 Lunch**	**Revenue/Paid Meals $0.40 Breakfast $0.55 Lunch**	**Total Breakfast Revenue**
Breakfast Meal Service	295,721	228,799	66,922	672,670	26,769	699,439
Lunch Meal Service	321,217	248,526	72,691	1,170,556	39,980	1,210,536
				Total Reimbursement:		**1,909,975**
Projected Change In Revenue:						
Breakfast Meal Service						(97,272)
Lunch Meal Service						(173,046)
				Total Change In Revenue:		(270,318)
				Impact over 10 months		**(2,703,175)**

CENTRAL KITCHEN (CK) PROJECT OVERVIEW

Project Scope: Replacement of the existing dishwasher and installation of a new blast chiller and braising equipment

Estimated Cost: $1M

Equipment Lead Time:

- Dishwasher: 6 - 8 Weeks
- Blast Chiller: 15-18 weeks
- Braiser: 4-6 Weeks

Project Timeline & Key Milestones:

- May 26, 2026 - Kickoff meeting with Halff ***(Completed)***
- May 28, 2026 - Site survey conducted by Halff ***(Completed)***
- June 25, 2026 - 75% Owner review meeting (McAllen ISD & Halff)
- July 17, 2026 - 100% Design submission (Halff)

Project Timeline & Key Milestons:

Procurement Phase:

- July 31, 2026 - First Advertisement (McAllen ISD)
- August 7, 2026 - Second Advertisement
- August 7, 2026 - Pre-Proposal Conference & Project Visit
- August 11, 2026- Deadline for questions
- August 14, 2026- Proposal Closing

Board Action:

- August 25, 2026 - Board Meeting

Thank you!

McAllen ISD Child Nutrition Plan

MISSION AND VISION STATEMENT

Mission: To support the achievement of all students by expanding access to high-quality, nutritious meals that nourish their bodies and minds, served in a safe and welcoming environment, while helping to promote nutrition education and the importance of healthy eating.

Vision: To create a generation of students who value nutrition and wellness as a lifelong priority.

GUIDING PRIORITIES / AREAS OF FOCUS

- Increasing scratch cooking and fresh meal preparation
- Improving food quality and ingredient standards
- Expanding access and equity in school meals
- Enhancing nutrition education and wellness
- Improving cafeteria equipment and operational efficiency
- Supporting staff training and professional growth

STRATEGIC GOALS AND ACTION PLAN

Goal 1: Increase scratch cooking by 54% within three years to improve meal freshness, improve nutritional quality, and support student health and academic success.

- Objective: To provide students with healthier, more nutritious meals while educating them on the importance of healthy eating habits that support academic success and lifelong wellness.
- Key Results:
    - By Year 1 (2026-2027): Increase scratch-cooked menu items by 18%.
    - By Year 2 (2027-2028): Increase scratch-cooked menu items by 18%.
    - By Year 3 (2028-2029): Increase scratch-cooked menu items by 18%.
- Key Strategies:
    - Improve the quality of foods offered by sourcing healthier, high-quality ingredients and reducing reliance on highly processed products through targeted menu rollout.
        - Timeline: Introduce new scratch-cooked recipes and minimally processed menu items three times per school year—in October, January, and March—through planned menu rollouts. These rollouts will expand scratch cooking and fresh food offerings, with targeted enhancements to breakfast and lunch menus. Each rollout will include one to two updated items designed to promote balanced meals, reduce added sugars to less than 10% of total calories, support student nutrition goals, and increase the availability of wholesome, minimally processed options.

    - Milestones: Progress will be reviewed three times each school year to assess reductions in highly processed products and added sugars, as well as increases in scratch-cooked and/or minimally processed items, while also monitoring nutritional improvements across all meal services.

- Resources needed:
    - Staff engagement and culinary training to ensure successful implementation of new menus, consistent execution of scratch-cooked recipes, and high standards of food quality and service.
    - Tracking mechanisms to track menu development and progress towards the established goal.
    - Equipment upgrades and improved operational efficiencies to support expanded scratch cooking, streamline food preparation, and ensure safe, effective kitchen operations.

Goal 2: Improve cafeteria equipment and operational efficiency to support scratch cooking.

- Objective: To provide staff with the appropriate equipment and facilities needed to perform their jobs efficiently and responsibly, reducing equipment downtime and minimizing the need for additional labor while supporting high-quality scratch cooking.

- Key Results:
    - By Year 1 (2026-2027): Replace non-operational equipment in the central kitchen, such as one dishwasher and three braziers, to ensure efficient operations. Including the purchase of a blast chiller to enhance scratch-cooking capabilities and maintain food safety. Additionally, we will partner with the bond contractor to improve the kitchen workflow and student dining experience in high schools and all new builds.

    - By Year 2 (2027-2028): Purchase breakfast-in-the-hallway carts with portable POS systems for 100% of campuses to improve service efficiency and compliance and support scratch-cooked meal transport, while continuing collaboration with the bond contractor to enhance cafeteria workflow, seating, and overall dining environments across campuses.

    - By Year 3 (2028-2029): Continue upgrading campus kitchen equipment to prevent equipment downtime while ensuring menus are consistently executed with excellence and aligned to scratch cooking standards.

- Key Strategies:
    - Develop and maintain a comprehensive inventory of kitchen equipment and cafeteria facility conditions to support accurate planning, budgeting, and prioritization.

- Timeline: Ongoing; the inventory Excel tool was started this year and will be updated continuously throughout the year. This is required to ensure proper reporting to the accounting department.

- Milestones: Will use inventory data to guide budget planning for timely equipment replacements and upgrades, while maintaining accurate maintenance logs, replacement schedules, and transfer records to ensure compliance with annual asset reporting requirements.

- Resources needed:
  - Fund balance support to continue funding equipment replacement and operational upgrades, while remaining fully self-funded program.
  - Campus and district administration support to ensure cafeterias are fully considered in bond planning, not only for basic needs, but also for functional kitchen upgrades and improved dining and seating areas that support student experience.
  - Develop and implement standard operating procedures (SOPs) for the receiving and tagging of new equipment, replacement and disposal processes, and comprehensive maintenance tracking of all Child Nutrition Program (CNP) equipment and assets.

Goal 3: Strengthen Financial Sustainability

- Objective: Ensure the Child Nutrition Program maintains a stable and sufficient fund balance to support daily operations, strategic investments, and unexpected financial needs while maintaining compliance with all federal, state, and local financial guidelines.
- Key Results:
  - By Year 1 (2026-2027): Maintain district participation rates of 80% for breakfast and lunch and 11% for dinner while monitoring revenues and expenditures monthly to ensure a healthy and stable fund balance.

  - By Year 2 (2027-2028): Increase operational efficiency and cost control measures to maintain or improve the fund balance while supporting equipment upgrades and program enhancements without deficit spending, with ongoing monitoring of food and labor cost ratios as scratch cooking expands

  - By Year 3 (2028-2029): Sustain a healthy fund balance that supports ongoing operations, planned capital investments, and program growth, while demonstrating financial resiliency during fluctuations in participation or food costs.
- Key Strategies:
  - Monitor participation across all meal services while assessing menu enhancements and implementing strategies to improve appeal, increase

revenue, and strengthen operational efficiency through cost control, waste reduction, and effective labor management.

    - Timeline: Review financial reports of revenues, expenditures, and fund balance status monthly as well as provide quarterly reports to district leadership on overall financial performance, update projections, and adjust budget planning to maintain fund balance goals.
    - Milestones: Financials will be reviewed monthly and reported quarterly to demonstrate balanced or positive net income annually.
- Resources Needed:
    - Marketing and student education of menu improvements to sustain and increase revenue
    - Efficient purchasing practices to manage rising food and supply cost
    - Use of budget trackers to maintain ongoing financial oversight and tracking

Goal 4: Elevate food service staff through culinary training and professional development.

- Objective: Equip food service staff with culinary skills, training, and resources needed to take pride in their work, foster professionalism, and consistently deliver high-quality, scratch-cooked meals while shifting the perception of cafeteria workers to skilled food service professionals.
- Key Results:
    - By Year 1 (2026-2027): Provide foundational culinary skills training to staff while implementing standard operating procedures to ensure consistent, efficient, and safe scratch-cooking and equipment use.

    - By Year 2 (2027-2028): Deliver advanced, role-specific culinary training to enhance staff skills in preparation, consistency, and presentation, increasing confidence in scratch cooking and reducing reliance on processed foods.

    - By Year 3 (2028-2029): Establish a sustainable professional development model with ongoing training and leadership support, leading to improved staff retention, consistent meal quality, and a stronger perception of cafeteria staff as food service professionals.

- Key Strategies:
    - Partner with internal and external experts to deliver structured training embedded in the annual calendar, align efforts with menu development and equipment upgrades, and update job descriptions to reflect evolving food service roles and responsibilities.

        - Timeline: Ongoing, with structured training implemented annually during two district-wide professional learning days and expanded as the menu and equipment evolve.

- Milestones: Ensure 100% of staff complete foundational culinary training and consistently implement SOPs across all cafeterias.

- Resources needed:
  - Funding for professional development for all staff
  - Partnerships with culinary trainers or industry professionals.

BOARD REPORTING (What will be reported annually.)

Metric	**Current Baseline**	**Year 1 Target**	**Year 2 Target**	**Year 3 Target**
Scratch Cooking %	17%	35%	53%	71%
Student Participation Rate	72.16% B 80.70% L 10.38% D	3%, B 1% D	5%, B 1% L	2%, B 1% L
% of Reimb Rate	66% B 60.5% L	-5%	-5%	-5%
Staff Retention	Pending information from HR	15% Turnover	10% Turnover	5% Turnover
Student Satisfaction	New menu software with a survey is being purchased for the new SY.	>75%	>80%	>80%
Food Waste Reduction	Tool in progress	-5%	-10%	-10%

*B = Breakfast, L= Lunch, D=Dinner

Formula Scratch Cooking: Yearly increase= (target %-Base line%) / Number of years

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Report Regarding Bond 2026

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Voters in McAllen ISD have approved the district's $335 million bond program in the May 2 election, supporting investments in modernizing campuses, expanding Career and Technical Education opportunities, strengthening school safety and security, enhancing fine arts facilities, and addressing critical infrastructure needs across the district.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Administration will is bringing forward an update on Bond 2026.

LEGAL REVIEW:

Not Applicable.

BUDGETARY CONSIDERATIONS:

Not Applicable.

RECOMMENDED BOARD ACTION:

This item is for information purposes only.

Attachment: ☐

SUBMITTED BY: _____

SUPERVISOR: Lorena Garcia
Lorena Garcia (Jun 11, 2026 16:29:30 CDT)

For further information contact:
Name: Lorena Garcia, Deputy Superintendent for Business and Operations
Office: 956-688-5445
Email: lorena.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 11, 2026 16:35:02 CDT)

Superintendent of Schools

Report Regarding Bond 2026

June 23, 2026

RFQ Suggested Timeline For Bond Project Manager

- July 10, 2026 – 1st Advertisement
- July 17, 2026 – 2nd Advertisement
- July 24, 2026 – Closing Date
- August 11, 2026 – Board Interviews
- August 25, 2026 – Board Approval

Review of Projects for Professional Services

Review of Projects

01 Architect

Memorial High

CTE Building

Multipurpose Building

McAllen High

CTE Building

Multipurpose Building

Rowe High

CTE Building

Muiltipurpose Building

Review of Projects

02 Architect

Memorial High

Front Entrance

Campus Refresh

Roofing

HVAC Upgrades

McAllen High

Front Entrance

Campus Refresh

Rowe High

Front Entrance

Campus Refresh

Site Paving

Review of Projects

03 Architect

Milam ES

Expansion of Classrooms

Cafeteria Modernization

Gonzalez ES

Expansion of Classrooms W/Parking Lot

Morris MS

Expansion of Classrooms

Cafeteria Modernization/Expansion

Front Entrance

Roof Replacement

HVAC Upgrades

Review of Projects

04 Architect

Seguin ES

Cafeteria Expansion

Site Paving

Alvarez ES

Cafeteria Modernization

HVAC Upgrades

De Leon MS

Front Entrance

Site Paving

HVAC Upgrades

Gyms / Enclosures

Perez ES

Castaneda ES

Sanchez ES (New)

Hendricks ES (New)

Houston ES (New)

Review of Projects

05 Civil Engineer

Site Paving

Castaneda ES	Perez ES	Cathey MS	Administration
McAuliffe ES	Thigpen ES	Fossum MS	Transportation
Houston ES	Wilson ES	A.E.C.H.S.	
Jackson ES		I & G	

Review of Projects

06 Structural Engineer

Roofs

Brown MS	I & G	Castaneda ES	Jackson Es
Cathey MS	Lamar	Gonzalez ES	Navarro
Fossum MS	Roosevelt ES	Garza ES	Wilson ES
Travis MS		Houston ES	

Review of Projects

07 Mech/Elec Engineer

HVAC Upgrades

Garza ES

Jackson ES

Rayburn ES

Wilson ES

Travis MS

Review of Projects

08 Mech/Elec Engineer

Districtwide

LED Upgrades

Safety Upgrades

HVAC Controls

Bond Oversight Committee Charter

Bond Oversight Committee Charter

Charter of the 2026 Bond Oversight Committee
McAllen Independent School District

I. Purpose and Charge

The 2026 Bond Oversight Committee (BOC) is established as a citizen advisory committee to the McAllen Independent School District Board of Trustees (Board), according to board policy BDF Local.

The purpose of the BOC is to receive information regarding the implementation of the 2026 Bond Program, review reports concerning bond-funded projects and expenditures, and provide observations and recommendations to the Board. ~~an independent, citizens' advisory body to the McAllen Independent School District Board of Trustees. The primary purpose of the BOC is to ensure maximum transparency, promote clear public communication, and maintain rigorous accountability for all projects funded under the 2026 Bond program.~~
The Committee is advisory only and has no authority to direct procurement, design, contracting, construction administration, or district operations.

~~The committee is strictly tasked with the following responsibilities:~~The committee's responsibilities are limited to the following:

- ~~Receive~~Review reports, presentations, and other information concerning the planning, budgeting, procurement, and implementation of bond-funded projects.
- Receive information regarding the selection and engagement of architects, engineers, contractors, and other professionals participating in Bond Program.
- Review information regarding project schedules, budgets, expenditures, and procurement processes associated with the Bond Program.
- Conduct site visits and observations of bond-funded projects to better understand project progress and implementation.
- Evaluate the status and progress of bond-funded projects in relation to the voter-approved bond propositions.
- Identify and communicate questions, concerns, or observations to the Board regarding matters reviewed by the committee.
- Report and recommend to the Board the committee's observations and recommendations concerning the status and implementation of the Bond Program.
- Promote public understanding of the Bond Program by communicating factual information regarding project status and progress as reported to committee.
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- ~~Monitoring: Observe bond program plans, schedules, and processes to ensure total alignment with voter-approved propositions.~~
- ~~Accountability: Verify that bond fund management remains financially prudent, conservative, and fully transparent.~~
- ~~Review: Evaluate the ongoing status of project implementations and receive detailed briefings on the selection processes for architects, engineers, and contractors.~~
- ~~Site Visits: Conduct scheduled on-site campus and facility visitations as necessary to inspect project progress.~~
- ~~Reporting: Provide regular, objective updates and reports to the Board of Trustees and the broader community regarding bond progress.~~
- ~~Engagement: Foster deep community trust through mutual respect, open dialogue, and effective collaboration.~~

Bond Oversight Committee Charter

II. Committee Structure & Governance

~~To ensure independent oversight and diverse representation across the community, the BOC will operate under the following structural guidelines:~~

~~A.~~ Reporting Structure.
The BOC serves in an advisory capacity to the Board of Trustees and shall report its observations and recommendations directly to the Board.~~The BOC reports directly and exclusively to the McAllen ISD Board of Trustees.~~

~~B.~~ Composition & Selection.
~~Maximum Membership:~~ The committee shall consist of up to fifteen (15) members. Each member of the Board of Trustees may appoint up to two (2) members to serve on the committee; and the Board may appoint one (1) member from the Joint Professional Consultation Committee (JPCC), who shall be exempt from the general prohibition against appointing McAllen ISD employees.~~The committee shall consist of a maximum of 14 members.~~
~~Appointment Process: To ensure equitable district representation, each member of the Board of Trustees will nominate and appoint two (2) committee members.~~

~~C.~~ Terms of Service.
Term Length. Each committee member shall be appointed for a two-year term for a maximum of two consecutive terms (four years total).

Initial Staggered Terms. For the initial appointments made by each Trustee, one appointee shall serve an initial one-year term and the other shall serve an initial two-year term. Thereafter, all appointments shall be for two years. The JPCC appointee shall serve only one-year, non-consecutive terms.

Vacancy. In the event of a vacancy, the Trustee occupying the seat for the original appointment shall appoint the successor to serve the remainder of the expired term.
~~: Appointments are for a two-year term.~~
~~Extensions & Vacancies: Term extensions or new appointments to fill vacancies will be managed directly by the respective appointing Trustee at the time of action.~~

~~D. Meeting Commitment & Protocol~~

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Attendance. Members should make reasonable efforts to attend all scheduled meetings. A member that missed ~~three~~two consecutive meetings may be replaced by the appointing Trustee. ~~: Members are expected to attend all scheduled meetings.~~

Frequency. The committee shall meet ~~frequent~~frequently enough to fulfill its responsibilities, but no less than quarterly unless otherwise directed by the Board.~~: Meetings will typically be held quarterly.~~

Quorum. A majority of the appointed members then serving on the committee shall constitute a quorum for the transaction of business.

Public Access.~~:~~ In alignment with the district's commitment to transparency, all BOC meetings are open to the public unless otherwise permitted by law. Any closed consultation, if permitted by law, shall occur only upon advice of legal counsel and only to the limited extent authorized by law.

Deliverables.~~:~~ The Committee shall prepare and submit periodic reports and recommendations to the Board of Trustees concerning matters reviewed by the Committee. Any member may ~~Members are required to actively~~ participate in drafting formal progress reports; however, only reports approved by the Committee shall be submitted to the Board as the official report of the Committee~~and accountability reports for the Board of Trustees~~.

III. Membership Criteria & Eligibility

To be considered for appointment to the BOC, candidates must fulfill and maintain the following strict requirements:

Criterion	Requirement
Residency	Must permanently reside within the McAllen ISD geographic boundaries.
Voter Status	Must be a registered voter within the district.
Age	Must be at least 18 years of age.
Taxpayer Status	Must be current on all district property tax payments.
Vetting	Must successfully pass a standard district background check.

IV. Ethics Policy

Bond Oversight Committee Charter

~~This Ethics Policy provides general guidelines for BOC members to follow in carrying out their roles. Not all ethical issues that BOC members face are covered in this Policy. However, this Policy captures some of the critical areas that help define ethical and professional conduct for BOC members. BOC members are expected to strictly adhere to the provisions of this Ethics Policy.~~ This Ethics Policy establishes the standards of conduct for BOC members in carrying out their duties. ~~BOC members are expected to comply with its provisions and to conduct themselves with integrity, impartiality, and professionalism in the performance of their responsibilities.~~ Members shall act with integrity, impartiality, independence, confidentiality where required, and compliance with this Charter, applicable board policies, and conflict-of-interest disclosure requirements.

~~**Conflict of Interest**~~

Ineligibility. To preserve the independence and integrity of the committee, the following individuals are strictly ineligible to serve on the BOC:

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A vendor is defined as someone with a substantial interest, as defined by Local Government Code 171.002.

~~A BOC member shall not influence or attempt to influence a district decision related to:~~

~~(1) any contract funded by bond proceeds; or~~
~~(2) any construction project which will benefit the BOC member's outside employment, business, or provide a financial benefit to a family member, such as a spouse, child, parent or sibling.~~

~~**Outside Employment**~~

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For purposes of this Charter, a "material interest" means any ownership interest, employment relationship, compensation arrangement, consulting relationship, management position, investment, or other economic interest that could reasonably be expected to influence a member's judgment regarding a matter before the committee.

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~~**Commitment To Uphold Law**~~

Commitment to Standards. A BOC member shall conduct himself or herself in a lawful and ethical manner and shall comply with applicable federal and state law, Board policy, and committee procedures in the performance of committee responsibilities. ~~A BOC member shall uphold the federal and Texas Constitutions, the laws and regulations of the United States and the State of Texas, and the policies, procedures, rules and regulations of the McAllen Independent School District.~~

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Questions?

Charter of the 2026 Bond Oversight Committee
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BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action of the McAllen Independent School District May and June Budget Amendment for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026.

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

In accordance with TEA budget and accounting procedures guidelines, the District's official budget is comprised of the General Fund which includes Food Service and the Debt Service Fund. The District has administratively opted to officially adopt the Capital Projects Fund budget. The adoption of the budgets associated with these funds, and subsequent amendments, should be approved by the Board of Trustees. The authority to approve a budget or a budget amendment for a grant program, however, lies with the granting agency and not with the District's Board.

The administration will routinely allow amendments of existing budgeted funds between major function levels, in order to accommodate the necessary operations of the requesting department or campus. These amendments usually become necessary due to account coding requirements. These requests allowed at the administrative level are subject to final approval by the Board of Trustees.

The budget amendments are broken down into the following two categories:

1. Revisions – amendments that are necessary because of policy changes or revisions to programs that increase/decrease the budget.

2. Transfers – amendments that are necessary and/or amounts require adjustments but do not increase/decrease the budget.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The budget amendment detail provides explanations for the revisions and transfers.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

	General Fund	Debt Service Fund	Capital Projects Fund
Audited Fund Balance	$ 152,193,437	$ 6,462,729	$ 2,759,924
Revenues	277,840,678	13,053,593	85,306
Expenditures	311,245,813	15,145,329	2,545,390
Preliminary Ending Fund Balance	$ 118,788,302	$ 4,370,993	$ 299,840

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

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SUBJECT: Discussion and Possible Action of the McAllen Independent School District May and June Budget Amendment for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026.

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RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the McAllen Independent School District May and June Budget Amendment for the General Fund, Debt Service, and Capital Projects Fund Fund for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026.

Attachment: ☑

SUBMITTED BY: JOEL GARCIA **SUPERVISOR:** Lorena Garcia
Lorena Garcia (Jun 16, 2026 14:44:28 CDT)

For further information contact:
Name: Joel Garcia, CPM, RTSBA
Office: (956) 618-6016
eMail: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 16, 2026 14:52:59 CDT)

Superintendent of Schools

McAllen Independent School District
Summary Report as of June 16, 2026
Review of Budget Amendments and Proposed Amendments

GENERAL FUND

	A	B	C	D	E
			Budget Amendments Under Consideration		
Description	Original Budget	Revised Budget 04/30/2026	Revisions	Transfers	Revised Budget 06/16/2026
Audited Fund Balance	**152,193,437**	**152,193,437**			**152,193,437**
Revenues:					
Local:					
Property Taxes	68,519,390	72,073,444	(240,634)		71,832,810
Interest Income	5,060,000	5,511,271	79,053		5,590,324
Other Local Income	2,309,339	2,508,193	108,027		2,616,220
State:	162,342,929	165,889,673	2,057,684		167,947,357
Federal:	26,739,389	26,786,195	200,000		26,986,195
Other Sources:	0	2,030,228	837,544		2,867,772
Total Revenues	**264,971,047**	**274,799,004**	**3,041,674**	**0**	**277,840,678**
Expenditures:					
11 Instruction	138,697,011	150,250,181	1,689,507	191,318	152,131,006
12 Inst. Res. & Media Services	3,388,065	3,442,853	4,800	63,130	3,510,783
13 Curriculum Dev. & Inst. Staff Dev.	4,025,308	4,371,659	4,537	61,965	4,438,161
21 Inst. Leadership	2,882,352	3,289,082	46,329	(27,821)	3,307,590
23 School Leadership	14,430,235	14,743,073	25,495	(7,280)	14,761,288
31 Guid., Counseling & Eval. Ser.	11,873,258	11,994,327	88,398	(93,833)	11,988,892
32 Social Work Services	1,937,220	2,013,976	3,200	1,481	2,018,657
33 Health Services	3,015,984	3,044,892	11,050	9,296	3,065,238
34 Student (Pupil) Trans.	4,636,380	5,774,048	95,000	623	5,869,671
35 Food Services	24,301,030	25,196,277		4,839	25,201,116
36 Curricular/Extracurricular Act.	10,419,966	12,423,004	383,957	(125,231)	12,681,730
41 General Administration	7,892,182	8,471,602	13,400	(46,404)	8,438,598
51 Plant Maint. & Operations	21,305,420	23,107,471	170,238	(27,549)	23,250,160
52 Security and Monitoring Serv.	5,411,206	6,603,992	26,706	28,651	6,659,349
53 Data Processing Services	5,372,159	5,598,587	320,417	(229,427)	5,689,577
61 Community Services	92,015	97,199	3,000	(352)	99,847
71 Debt Service	4,485,637	21,276,698	387,296	190,763	21,854,757
81 Fac. Acquisition & Const.	5,000	3,430,416	200,000	5,831	3,636,247
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000			40,000
99 Other Intergovernmental Charges	1,354,947	1,354,947			1,354,947
Other Uses	0	0	1,248,199		1,248,199
Total Expenditures	**265,565,375**	**306,524,284**	**4,721,529**	**0**	**311,245,813**
Preliminary Ending Fund Balance	**151,599,109**	**120,468,157**	**(1,679,855)**	**0**	**118,788,302**

GENERAL FUND
REVISIONS

MAY/JUNE 2026 BUDGET AMENDMENT		
REVENUES		
Local		
Increase to Instrument Maintenance Fee Collections for Fund 184 Fine Arts	**15,290**	
Decrease to Current Tax Collections Based on the 2025 Adjusted Tax Levy for Fund 199 General Fund	**(197,682)**	
Decrease to Delinquent Tax Collections Based on the 2024 and Prior Years Adjusted Tax Levy for Fund 199 General Fund	**(42,952)**	
Donation for Study Abroad Salamanca Spain Trip for Fund 199 General Fund	**300**	
Student Contribution for Study Abroad Salamanca Spain Trip for Fund 199 General Fund	**35,400**	
Increase to Valley Symphony Orchestra and Choral Fest Collection for Fund 184 Fine Arts	**40,242**	
Increase to Interest Revenue for Fund 101 Child Nutrition Program	**7,414**	
Increase to Interest and Ticket Sales Revenue for Fund 183 Athletics	**19,896**	
Increase to Investment Interest Revenue for Fund 199 General Fund	**68,538**	
		$ (53,554)
State		
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 155 College, Career and Military Readiness	**1,725**	
- Fund 157 Dyslexia	**9,146**	
- Fund 164 Bilingual	**56**	
- Fund 173 Special Education	**3,085**	
- Fund 183 Athletics	**25,620**	
- Fund 193 Compensatory Education	**1,288**	
- Fund 199 General Fund	**586,110**	
Summary of Finance Adjustments to 5th Six Weeks:		
- Fund 156 Early Education Allotment	**11,071**	
- Fund 157 Dyslexia	**37,912**	
- Fund 158 School Safety	**306**	
- Fund 162 Career Technical Education	**11,663**	
- Fund 163 Gifted and Talented	**323**	
- Fund 164 Bilingual	**(422)**	
- Fund 173 Special Education	**269,305**	
- Fund 193 Compensatory Education	**1,918**	
- Fund 199 General Fund	**1,059,620**	
Increase to Teacher Incentive Allotment for Fund 199 General Fund	**38,958**	
		$ 2,057,684

GENERAL FUND REVISIONS		
Federal		
Increase in Funding for Community Parking Lot for Brown Middle School for Fund 199 General Fund	**200,000**	
		$ 200,000
Other Sources		
Transfer to Fund 199 General Fund From Fund 713 Safe and Secure – To Purchase Projector for Gym at Rayburn Elementary	**8,335**	
Transfer to Fund 199 General Fund From Fund 713 Safe and Secure – To Purchase Rechargeable Lights in Case of Power Outage at Sanchez Elementary	**995**	
Transfer to Fund 199 General Fund From Fund 713 Safe and Secure – For Perez Elementary Students Field Trip to UTRGV	**300**	
Increase in Sale of Old Equipment for Fund 162 Career Technical Education	**288**	
Increase in Sale of Old Equipment for Fund 101 Child Nutrition Program	**5,459**	
Increase in Sale of Old Equipment for Fund 199 General Fund	**4,439**	
Increase to Subscription Based Information Technology Arrangements for Fund 199 General Fund	**700,713**	
Increase to Right to Use Assets for Fund 199 General Fund	**117,015**	
		$ 837,544
	Total Revenues	***$ 3,041,674***

GENERAL FUND
REVISIONS

EXPENDITURES		
Function 11		
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 155 College, Career and Military Readiness	**1,725**	
- Fund 157 Dyslexia	**5,991**	
- Fund 173 Special Education	**2,500**	
- Fund 193 Compensatory Education	**1,288**	
- Fund 199 General Fund	**325,920**	
Increase to Uniform and Instrument Maintenance and Repairs for Fund 184 Fine Arts	**52,991**	
Increase to Substitues, Supplies and Materials for Fund 157 Dyslexia	**35,754**	
Increase to Supplies and Materials for Fund 173 Special Education	**177,708**	
Increase to Substitutes and Fringe Benefits for Fund 156 Early Education	**11,071**	
Increase to Fringe Benefits for Fund 185 Teacher Retention Allotment	**381,662**	
Increase to Student Travel for Study Abroad Salamanca Spain Trip for Fund 199 General Fund	**35,700**	
Increase to Transportation for Perez Elementary Students Field Trip to UTRGV	**300**	
Transfer from Fund Balance for Fund 199 General Fund for 2024 SHARS Adjustment	**618,395**	
Increase to Fund 199 General Fund for Teacher Incentive Allotment Payments to Eligible Educators	**38,502**	
		$ 1,689,507
Function 12		
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 199 General Fund	**4,800**	
		$ 4,800
Function 13		
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 164 Bilingual	**56**	
- Fund 199 General Fund	**4,025**	
Increase to Fund 199 General Fund for Fringe Benefits for Teacher Incentive Allotment	**456**	
		$ 4,537
Function 21		
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 199 General Fund	**4,415**	
Increase to High Pilferage Supplies for Fund 163 Gifted and Talented	**314**	
Increase to Contracted Maintenance, Repairs, Supplies and Materials for Fund 173 Special Education	**41,600**	
		$ 46,329

GENERAL FUND
REVISIONS

Function 23		
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 199 General Fund	**24,500**	
Increase to Fund 199 General Fund to Purchase Rechargeable Lights in Case of Power Outage at Sanchez Elementary	**995**	
		$ 25,495
Function 31		
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 157 Dyslexia	**3,155**	
- Fund 173 Special Education	**585**	
- Fund 199 General Fund	**32,500**	
Increase to Supplies and Materials for Fund 173 Special Education	**50,000**	
Increase to Professional Salaries for Fund 157 Dyslexia	**2,158**	
		$ 88,398
Function 32		
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 199 General Fund	**3,200**	
		$ 3,200
Function 33		
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 199 General Fund	**11,050**	
		$ 11,050
Function 34		
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 199 General Fund	**95,000**	
		$ 95,000
Function 36		
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 183 Athletics	**25,620**	
- Fund 199 General Fund	**13,900**	
Increase to Uniform Maintenance and Repairs for Fund 184 Fine Arts	**2,541**	
Increase to Miscellaneous Contracted Services for Fund 183 Athletics	**16,896**	
Transfer from Fund Balance for Fund 183 Athletics for Transportation Expenses and Summer Physical Fitness 2026	**325,000**	
		$ 383,957

GENERAL FUND
REVISIONS

Function 41		
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 199 General Fund	**13,400**	
		$ 13,400
Function 51		
Transfer from Fund Balance for Fund 199 General Fund for Fire Suppression System at McAllen High School	**24,888**	
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 199 General Fund	**20,000**	
Increase to Fund 199 General Fund to Purchase Projector for Gym at Rayburn Elementary	**8,335**	
Increase to Right to Use Assets for Fund 199 General Fund	**117,015**	
		$ 170,238
Function 52		
Increase to Support Staff Extra Duty for Fund 158 School Safety	**306**	
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 199 General Fund	**23,400**	
Increase to Support Staff Extra Duty for Fund 183 Athletics	**3,000**	
		$ 26,706
Function 53		
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 199 General Fund	**7,000**	
Increase to Subscription Based Information Technology Arrangements for Fund 199 General Fund	**313,417**	
		$ 320,417
Function 61		
Increase to TRS On-Behalf for Contributions Made by the State of Texas on Behalf of School District Employees:		
- Fund 199 General Fund	**3,000**	
		$ 3,000
Function 71		
Increase to Principal on Subscription Based Information Technology Arrangements for Fund 199 General Fund	**387,296**	
		$ 387,296
Function 81		
Increase to Site Improvements for Community Parking Lot at Brown Middle School for Fund 199 General Fund	**200,000**	
		$ 200,000

GENERAL FUND
REVISIONS

Other Uses		
Transfer from Fund Balance for Fund 199 General Fund for Fund 753 Health Insurance Projected Negative	**1,248,199**	
		$ 1,248,199
	Total Expenditures	***$ 4,721,529***
	Grand Total	***$ (1,679,855)***

McAllen Independent School District
Summary Report as of June 16, 2026
Review of Budget Amendments and Proposed Amendments

DEBT SERVICE

	A	B	C	D	E
			Budget Amendments Under Consideration		
Description	Original Budget	Revised Budget 04/30/2026	Revisions	Transfers	Revised Budget 06/16/2026
Audited Fund Balance	**6,462,729**	**6,462,729**			**6,462,729**
Revenues:					
Local					
Property Taxes	13,541,390	11,680,740	(43,754)		11,636,986
Interest Income	230,000	230,000	104,644		334,644
Other Local Income	131,000	163,916	3,041		166,957
State	0	0	915,006		915,006
Total Revenues	**13,902,390**	**12,074,656**	**978,937**	**0**	**13,053,593**
Expenditures:					
71 Debt Service	13,902,390	13,902,390	1,242,939		15,145,329
Total Expenditures	**13,902,390**	**13,902,390**	**1,242,939**	**0**	**15,145,329**
Preliminary Ending Fund Balance	**6,462,729**	**4,634,995**	**(264,002)**	**0**	**4,370,993**

DEBT SERVICE REVISIONS

MAY/JUNE 2026 BUDGET AMENDMENT		
REVENUES		
Local		
Decrease to Current Tax Collections Based on the 2025 Adjusted Tax Levy	**(32,035)**	
Decrease to Delinquent Tax Collections Based on the 2024 and Prior Years Adjusted Tax Levy	**(11,719)**	
Increase to Interest and Royalty Revenue	**107,685**	
		$ 63,931
State		
Increase to State Aid Program Revenue for Payment Received from TEA	**915,006**	
		$ 915,006
	Total Revenues	***$ 978,937***
EXPENDITURES		
Function 71		
Increase to Other Debt Service Fees for May 2026 Defeasance	**1,242,939**	
		$ 1,242,939
	Total Expenditures	***$ 1,242,939***
	Grand Total	***$ (264,002)***

McAllen Independent School District
Summary Report as of June 16, 2026
Review of Budget Amendments and Proposed Amendments

CAPITAL PROJECTS

	A	B	C	D	E
			Budget Amendments Under Consideration		
Description	Original Budget	Revised Budget 04/30/2026	Revisions	Transfers	Revised Budget 06/16/2026
Audited Fund Balance	**2,759,924**	**2,759,924**			**2,759,924**
Revenues:					
Local					
Interest Income	0	51,308	33,998		85,306
Other Local Income	0	0			0
Total Revenues	**0**	**51,308**	**33,998**	**0**	**85,306**
Expenditures:					
51 Plant Maint. & Operations	0	591,053	64,271	33,723	689,047
52 Security and Monitoring Serv.	1,081,208	1,408,555			1,408,555
53 Data Processing Services	203,769	103,271			103,271
81 Fac. Acquisition & Const.	309,030	378,240		(33,723)	344,517
Total Expenditures	**1,594,007**	**2,481,119**	**64,271**	**0**	**2,545,390**
Preliminary Ending Fund Balance	**1,165,917**	**330,113**	**(30,273)**	**0**	**299,840**

CAPITAL PROJECTS FUND
REVISIONS

MAY/JUNE 2026 BUDGET AMENDMENT		
REVENUES		
Local - Interest Income		
Increase to Interest Income	**33,998**	
		$ 33,998
	Total Revenues	***$ 33,998***
EXPENDITURES		
Function 51		
Increase to Fund 697 UTRGV Collegiate for Fund 199 General Fund Reclass of Supplies and Contracted Services	**19,814**	
Increase to Fund 619 MISD Maintenance Tax Note for Supplies for Maintenance and Contracted Services	**18,546**	
Increase to Fund 620 Maintenance Tax Note 2020 for Supplies for Facilities, Maintenance, and Operations	**25,911**	
		$ 64,271
	Total Expenditures	***$ 64,271***
	Grand Total	***$ (30,273)***

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Compensation Plan for School Year 2026-2027

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
Per Board Policy DEA (Local) -Compensation and Benefits, Compensation Plan - The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan includes Staffing Guidelines, Wage and Salary Pay Structures, Substitute Pay Schedule, Supplemental Pay Stipend, and Part Time Pay Rate Schedule. The recommended plan shall support District goals for hiring and retaining highly qualified employees.

Texas Education Code Sections 44.001 through 44.006 and Texas Tax Code Chapter 26 requires that districts with a fiscal year beginning July 1st must adopt their budget no later than June 30th.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The recommended minimum entry level salary for Teachers with zero years experience will be $299.47 daily ($56,000 annually), with $387.11 daily ($72,390.00 annually) for Teachers new to McAllen ISD with 25+ years of experience as the maximum salary for this compensation plan.

Returning Teachers will receive the following pay increases aligned with House Bill 2 requirements
1-2 Years Experience: $1,000.00 (Funded Local)
3 Years Experience: $1,940.00 ($1,000 Funded Local and $940.00 House Bill 2)
4 Years Experience: $1,000.00 (Funded Local)
5 Years Experience: $3,500.00 ($1,000 Funded Local and $2,500.00 House Bill 2)
6+ Years Experience: $1,000.00 (Funded Local)

Administration is recommending a 1% of Pay Grade Midpoint for non-teaching professional staff. Paraprofessional and auxiliary staff will be given 3% increase of midpoint. Note: In addition, as per TASB recommendations, additional pay adjustments are made across all pay groups to as certain that all salaries are at least at pay range minimum.

LEGAL REVIEW:
Not applicable

BUDGETARY CONSIDERATIONS:
Total Funds Salary Increase estimated cost are $3,278,849
Fringe Benefits estimated cost are $221,959

RECOMMENDED BOARD ACTION:
That the Board of Trustees approve the Compensation Plan for 2026-2027 school year.

Attachment: ☑

SUBMITTED BY: Alberto Canales
Alberto Canales (Jun 16, 2026 13:53:50 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Jun 16, 2026 14:14:11 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
eMail: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 16, 2026 14:38:03 CDT)

Superintendent of Schools

Department of Human Resources

McALLEN ISD

Employee Compensation Plan 2026-2027

Pending Board Approval

MCALLEN ISD

Department of Human Resources
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Staffing Guidelines

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
ELEMENTARY SCHOOL STAFFING GUIDELINES

ADMINISTRATIVE SUPPORT		DAYS	FUND
Principal	One (1) Full-Time person	212	199
Assistant Principal	350-800 students = full time person, 801+ students = 2 full time persons	207	199
Counselor	0 - 700 = 1 full time person, 701+ = 2 full time persons	190	199
Librarian	0-400 students = 1/2 (.5) person , 400+ = 1 full time person	197	199
Diagnostician	Situation Dependent	197	173/224
Nurse	400+ students = One (1) full time person	192	199
Social Worker	Situation Dependent	187	193
TEACHERS			
Kinder CSR	Situation Dependent (18 to 1 teacher student ratio)	187	255
Pre-K-4	One (1) Teacher per 22 students	187	199
5th Grade	One (1) Teacher per 25 students	187	199
Music	0-700 students = One (1) Teacher, 701+ students = Two (2) Teachers Campus under 400 Students (Subject to Travel)	187	199
PE	0-700 students = One (1) Teacher, 701+ students = Two (2) Teachers	187	199
EB Language & Academic Interventionist K-5	1/2 (.5) Person per identified campus (Situation Dependent)	187	211
Special Education - Early Childhood Special Education (ECSE)(3-5 yrs.)	One (1) Teacher per 10 students	187	173/224
Special Education - Self- Contained	One (1) Teacher per 12 students	187	173/224
Special Education- Adaptive PE	Situation Dependent	187	173
Special Education - Homebound	Situation Dependent	187	224
Dyslexia	1-15 students = 1/2 (.5) Person per campus, 31-35 students = 1 full time person	187	199
Interventionist K-5	One (1) full time person per Title 1 Campus	187	211
Lead Innovative Instruction	One (1) full time person district wide (Perez/De Leon)	197	211
RDSPD DHH - Escandon and Roosevelt	Situation Dependent	187	435/315
Reading	One (1) per Title I campus	187	199
AEP	One (1) Teacher district wide	187	193
INSTRUCTIONAL PARAPROFESSIONAL			
Inst. Assistant - PE	0 - 500 = 1 full time person, 501+ = 2 full time persons	187	199
Inst. Assistant - Pre-K "or Inst. Assistant Early Childhood PK for at-risk"	One (1) Paraprofessional per class	187	164/199 193/199
Inst. Assistant - Dyslexia	16-30 students = 1/2 (.5) Person per campus, 36+students = 1 full time person	187	199
Inst. Assistant - At-Risk	One (1) per Title I Campus	187	211/193
Inst. Assistant - Resource Media (Library)	600+ = One (1) Paraprofessional	187	199
Inst. Assistant - Bilingual	One (1) per campus	187	164
Inst. Assistant - Special Ed	Situation Dependent	187	173/224/225
Inst. Assistant - RDSPD DHH	Situation Dependent	187	435/315
Inst. Assistant - AEP	One (1) Person district wide	187	193
SECRETARY/CLERICAL PARAPROFESSIONAL		**DAYS**	**FUND**
Secretary	One (1) full time person	212	199
Clerk, Data Processing	One (1) full time person	212	199
Clerk, Student Data	One (1) full time person	197	199
Clerk Campus	700+ = 1 full time person	207	199
SUPPLEMENTAL PROFESSIONAL			
Coach Instructional PK-5	One (1) per Title I campus	192	211
Interventionist K-5	One (1) per Title I campus	187	193
Specialist, Parent and Family Engagement	(.5) per campus (Also assigned other campuses)	187	211
Behavioral Strategist	Three (3) Teachers district wide	187	224
Occupational Therapist	Situation Dependent	197	224
Speech Pathologist	Situation Dependent	192	173/224
SUPPLEMENTAL PARAPROFESSIONAL			
Licensed Vocational Nurse (LVN)	0-400 = 1 full time person (in lieu of RN)	192	199
Health Assistant (CMA,RMA,CNA)	750-1000+ students = One (1) full time person	192	199
CUSTODIAL			
Custodian Head I	One (1) per campus	242	199
Custodian	Custodial allocations are based upon the cleanable Square Footage (SF) of the facility. Cleanable SF is defined as being 90% of the gross SF. Secondary campuses are staffed at one (1) custodian per 23,000 SF of cleanable floor space. This staffing standard does include the Head Custodian.	242	199
CHILD NUTRITION PROGRAM			
Child Nutrition Manager	One (1) per campus	187	101
Child Nutrition Assistant Manager	One (1) per campus	187	101
Child Nutrition Worker	One (1) per 19-25 meals/labor hour. Kitchens are staffed based on labor hours, not the number of people. Labor hours are converted into employee equivalents.	187	101

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
MIDDLE SCHOOLS STAFFING GUIDELINES

ADMINISTRATIVE SUPPORT		DAYS	FUND			
Principal	One (1) per campus	217	199			
Assistant Principal	One (1) per campus	212	199			
Assistant Principal	801+ = 1 Full-time person	207	199			
School Improvement Facilitator	One (1) per campus	212	211			
Counselor	0-700 = 1 Full-time person, 701+ = 2 Full-time persons	201	199			
Counselor - Gear Up- UTRGV Grant	Situation Dependent	201	274/199			
Librarian	750+ = One (1) per campus	197	199			
Nurse	One (1) per campus	192	199			
Social Worker	Situation Dependent	187	193			
TEACHERS						
English	One (1) per 27 students per six (6) periods (6th/7th grade blocked)	187	199			
Mathematics	One (1) per 27 students per three (6) periods (all grades blocked)	187	199			
Science	One (1) per 27 students per six (6) periods	187	199			
Social Studies	One (1) per 27 students per six (6) periods	187	199			
Art	One (1) per 27 students per six (6) periods	187	199			
Theatre Arts	One (1) per 27 students per six (6) periods	187	199			
Band Director, Head	One (1) per campus	202	199/184			
Band Director, Assistant	One (1) per campus, 300+ students = Two (2) per campus	202	199/184			
Choir Director, Head	One (1) per campus	195	199/184			
Choir Director, Assistant	One (1) per 200+ students	195	199/184			
Orchestra Director, Head	One (1) per campus	202	199/184			
Orchestra Director, Assistant	One (1) per 150+ students	202	199/184			
Mariachi	One (1) Shared for Rowe, Travis, Fossum, McHI One (1) Brown, Memorial	212	199/184			
Spanish	One (1) Full-Time Person (De Leon IB MYP, Fossum DL)	187	199			
Sci Tech Teacher	One (1) per campus	187	211			
ELA CSR 6th/8th Grade	Situation Dependent, 18:1 Ratio	187	193			
Math CSR 6th Grade	Situation Dependent, 18:1 Ratio	187	193			
ELA/Math Interventionist - 7th Grade	One (1) per campus	187	211			
ESL Literacy Extension 6-12	One (1) per campus	187	193			
Dyslexia	One (1) per campus, 18:1 Ratio	187	199			
Instructional Coach	One (1) per campus @ Travis, Brown & DeLeon	192	211			
Lead Innovative Instruction	One (1) full time person district wide (De Leon/Perez)	197	211			
Technology Applications	One (1) per 27 students per six (6) periods	187	199/162			
Technology Education	One (1) per 27 students per six (6) periods	187	199/162			
Physical Education	One (1) per 27 students per six (6) periods	187	199			
Special Education - Inclusion	One (1) per 20 students	187	173/224			
Special Education - Visually Impaired	Situation Dependent	187	173			
Special Education - Self Contained	One (1) per 12 students	187	224/173			
RDSPD DHH - Brown MS	Situation Dependent	187	435/315			
INSTRUCTIONAL PARAPROFESSIONAL		**DAYS**	**FUND**			
Inst. Assistant - In School Susp.	One (1) per campus	187	199			
Inst. Assistant - Resource Media (Library)	700+ = One (1) Para, 1000+ = Two (2) Para	187	199			
Inst. Assistant - RDSPD (Brown MS)	Situation Dependent	187	435/315			
Inst. Assistant - Special Ed.	Situation Dependent	187	173/224			
Inst. Assistant- PE	650+ = One (1) Para, 800+ = Two (2) Para	187	199			
SECRECTARY/CLERICAL PARAPROFESSIONAL						
Secretary - Principal	One (1) per campus	217	199			
Clerk - Campus	One (1) per campus	201	199			
Clerk - Counselor	One (1) per campus	201	199			
Clerk - Data Processing	One (1) per campus	217	199			
Bookkeeper	One (1) per campus Morris & Cathey, (.5) De Leon, Fossum, Travis, Brown	217	199			

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
MIDDLE SCHOOLS STAFFING GUIDELINES

SUPPLEMENTAL PROFESSIONAL						
IB Coordinator	One (1) @DeLeon MS	187	199			
Athletic Trainer- MS	One per district	207	199			
RDSPD DHH (Brown MS)	Situation Dependent	187	435			
Speech Pathologist - RDSPD (Brown MS)	Situation Dependent	192	435			
Specialist - Parent and Family Engagement	.5 per campus	187	211			
Speech Pathologist Assistant - RDSPD (Brown MS)	Situation Dependent	192	435			
SUPPLEMENTAL PARAPROFESSIONAL						
Inst. Assistant - Parental Involvement	.5 per campus @ Brown MS/Travis MS	187	211			
Inst. Assistant - Technology Support	One (1) per campus	187	211			
Licensed Vocational Nurse (LVN)	One (1) District Wide	192	199			
Health Assistant (CMA,RMA,CNA)	750-1,000+ students = One (1) Rover	192	199/211			
CUSTODIAL						
Custodian Head I	One (1) Full-Time person	242	199			
Custodian	Custodial allocations are based upon the cleanable Square Footage (SF) of the facility. Cleanable SF is defined as being 90% of the gross SF. Secondary campuses are staffed at one (1) custodian per 23,000 SF of cleanable floor space. This staffing standard does include the Head Custodian.	242	199			
CHILD NUTRITION PROGRAM						
Child Nutrition Manager	One (1) per campus	221	101			
Child Nutrition Assistant Manager	One (1) per campus	221	101			
Child Nutrition Worker	One (1) per 19-25 meals/labor hour. Kitchens are staffed based on labor hours, not the number of people. Labor hours are converted into employee equivalents.	187	101			

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
HIGH SCHOOL STAFFING GUIDELINES

ADMINISTRATIVE SUPPORT		DAYS	FUND
Principal	One (1) per campus	226	199
Principal - I & G Center	One (1)	212	199
Assistant Principal - AECHS / Lamar Academy)	One (1) per campus	222	199
Assistant Principal	601-1300 = 1 per campus, 1301-2100 = 2 per campus, 2101+ = 3 per campus	212	199
Dean of Instruction	One (1) per campus	222	199
School Improvement Facilitator	One (1) per campus (Comprehensive)	212	211
Coordinator Athletic Head Coach	One (1) per campus	226	183
Counselor, Lead	One (1) per campus	207	199
Counselor	401-800 = 1 per campus, 801-1,200 = 2 per campus, 1201-1600 = 3 per campus, 1600+ = 4 per campus	203	199
Counselor-Lamar Academy (Options) & Instruction & Guidance Cntr.	One (1) per campus	203/201	193
Counselor - Special Ed.	Situation Dependent	203	173
Counselor - Gear Up	(3) @ McHi	201	274
Counselor- CTE	One (1) per campus (Comprehensive)	203	162
Librarian	750+ = 1 per campus, 1,000+ additional aide	197	199
Librarian - Achieve Early College HS	450+ - One (1) per campus	197	199
Librarian - Lamar Academy & UTRGV Collegiate	.5 per campus (shared)	197	199
Head Nurse, RN	One (1) per campus (Comprehensive)	201	199
Social worker	One (1) per campus (Comprehensive)	187	193
TEACHERS			
English	One (1) Teacher per 28 students x 6 periods	187	199 / 193
Mathematics	One (1) Teacher per 28 students x 6 periods	187	199 / 193
Science	One (1) Teacher per 28 students x 6 periods	187	199 / 193
Social Studies	One (1) Teacher per 28 students x 6 periods	187	199 / 193
American Sign Language	One (1) Teacher per 28 students x 6 periods	187	199
Credit Recovery	Situation Dependent	187	193
ESL Literacy Extension 6-12	One (1) per campus	187	193
ELA CSR 9th Grade	One (1) per comprehensive high school 18:1	187	255
Economics	One (1) Teacher per 28 students x 6 periods	187	199 / 162
Math CSR 9th Grade	One (1) per comprehensive high school 18:1	187	255
ELA Bridging	Situation Dependent 18:1	187	193
Math Bridging	Situation Dependent 18:1	187	193
Science Bridging	Situation Dependent 18:1	187	211
RDSPD DHH- Memorial HS	Situation Dependent	187	435 / 315
Foundation of Business Communication & Technology	Situation Dependent	187	162
Foundation of Business Communication & Technology	One (1) per campus	187	162
Art	One (1) Teacher per 28 students x 6 periods	187	199
AVID	Situation Dependent @ McHi	187	211
Band Director, Head	One (1) per campus	212	199 / 184
Band Director, Assistant	Four (4) per campus	202	199 / 184
Choir Director, Head	One (1) per campus	200	199 / 184
Choir Director, Assistant	One (1) per campus, 200+ = +1	195	199 / 184
Dance	One (1) per campus	187	199
French	One (1) Teacher per 28 students x 6 periods	187	199
Health	One (1) Teacher per 28 students x 6 periods	187	199
Journalism	One (1) Teacher per 28 students x 6 periods	187	199
Mariachi Director, Head	One (1) per campus	202	199 / 184
Mariachi Director, Assistant	One (1) per campus	202	199 / 184
Orchestra Director, Head	One (1) per campus	202	199 / 184
Orchestra Director, Assistant	One (1) per campus	202	199 / 184
JROTC	Two (2) per campus	216 / 226	199
Sociology	One (1) Teacher per 28 students x 6 periods	187	199
Spanish	One (1) Teacher per 28 students x 6 periods	187	199
Speech	One (1) Teacher per 28 students x 6 periods	187	199
Theatre Arts, Head	One (1) per campus	202	199
Theatre Arts, Assistant	Two (2) per campus	202	199
General Education Homebound - Lamar Academy	Situation Dependent	187	199
Career Technical Education	Number of CTE students per teacher depends on the square footage of the classroom or the number of computers per classroom. 16-25:1	187 / 226	162
AEP	Situation Dependent	187	193
Physical Education	One (1) Teacher per 28 students x 6 periods	187	199
PRS Teacher	One half (.5) district-wide	187	193
Special Education - Inclusion	One (1) Teacher per 20 students	187	173 / 224
Special Education - Visually impaired	Situation Dependent	187	173
Special Education - Self Contained	One (1) per 12 students	187	173 / 224
Special Education - Voc. Adj. Coordinator	One (1) per campus (Comprehensive)	221	173
DAEP Teacher	15:1 Ratio	187	193

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
HIGH SCHOOL STAFFING GUIDELINES

INSTRUCTIONAL PARAPROFESSIONAL			
Inst. Assistant - At-Risk	Two (2) per campus (Comprehensive)	187	193
Inst. Assistant - English Learners	One (1) per campus	187	263
Inst. Assistant - In school suspension	One (1) per campus	187	199
Inst. Assistant - Instruction & Guidance (6384)	Two (2) per campus	187	193
Inst. Assistant - Resource Media	750+ = One (1) Para, 1,000+ = Two (2) Para	187	199
Inst. Assistant - Resource Media (Lamar & Collegiate Academy)	One half (.5) per campus	187	199
Inst. Assistant - Deaf Interpreter - RDSPD (6475)	Situation Dependent	187	435
Inst. Assistant - RDSPD DHH - Memorial HS	Situation Dependent	187	435 / 315
Inst. Assistant - Special Education	Situation Dependent	187	173 / 224
Inst. Assistant - CTE (Welding, Auto Tech, Business, Culinary, EMT)	Situation Dependent	187	162
SECRETARY/CLERICAL PARAPROFESSIONAL			
Secretary - Principal	One (1) per campus	226	199
Secretary - Assistant Principal	One (1) per campus	212	199
Secretary - Dean of Instruction	One (1) per campus	222	199
Secretary - Counselor	One (1) per campus	207	199
Secretary - Counselor	One (1) per campus	203	199
Secretary - Counselor (CTE)	One (1) per campus (Comprehensive)	203	244
Bookkeeper	One (1) per campus	217	199
Clerk - Head Attendance	One (1) per campus	226	199
Clerk - Attendance	One (1) per campus	201	199
Registrar	One (1) per campus	226	199
Assistant Registrar	One (1) per campus	226	199
Clerk - Campus	One (1) per campus	226	199
Clerk - Counselor	One (1) per campus	203	199
Clerk - Data Processing	Two (2) per campus	222	199
Secretary - Principal - Lamar Academy/Achieve Early College HS/Collegiate Academy	One (1) per campus	226	199
Secretary - Principal - I & G Center	One (1) per campus	212	199
Clerk - Attendance - Lamar Academy/Achieve Early College HS/Collegiate Academy	One (1) per campus	222	199
Registrar - Lamar Academy/Achieve Early College HS	One (1) per campus	222	199
Clerk - Data Processing - I & G Center	One (1) per campus	212	199
SUPPLEMENTAL PROFESSIONAL			
Specialist - College Admissions - Lamar Academy/Achieve Early College HS	One (1) per campus (Comprehensive)	201	155
Specialist - Graduation	One (1) per campus (Comprehensive)	197	193
Specialist - Parent and Family Engagement	One half (.5) per campus	187	211
Campus Testing Coordinator	Two (2) per campus (Comprehensive), One (1) - Lamar Academy	201	199
Athletic Trainer	Two (2) per Comprehensive HS	207	183
Piano Accompanist	Two (2) per campus (Comprehensive)	187	199
Diagnostician	Situation Dependent	197	173 / 224
Speech Pathologist	Situation Dependent	192	173 / 224
Speech Pathologist Assistant	Situation Dependent	192	173
SUPPLEMENTAL PARAPROFESSIONAL			
Inst. Assistant - Parental Involvement	Situation Dependent	187	211
Inst. Assistant - Radio & TV prog.	One (1) @ McHi	187	199
Inst. Assistant - Technology Support	One (1) per campus (Comprehensive)	187	211
Licensed Vocational Nurse (LVN)	One (1) per campus (Comprehensive)	192	199
Licensed Vocational Nurse (LVN) - AECHS/Lamar Academy & Collegiate Academy	One (1) per campus	192	199
Health Assistant (CMA,RMA,CNA)	One (1) per campus (Comprehensive)	192	289
CUSTODIAL			
Custodian Lead Day	One (1) per campus	242	199
Custodian Head II	One (1) per campus	242	199
Custodian	Custodial allocations are based upon the cleanable Square Footage (SF) of the facility. Cleanable SF is defined as being 90% of the gross SF. Secondary campuses are staffed at one (1) custodian per 23, 000 SF of cleanable floor space. This staffing standard does include the Head Custodian.	242	199
CHILD NUTRITION PROGRAM			
Child Nutrition Manager	One (1) per campus	221	101
Child Nutrition Assistant Manager	One (1) per campus	221	101
Child Nutrition Worker	One (1) per 22-23 meals/labor hour. Kitchens are staffed based on labor hours not the number of people. Labor hours are converted into employee equivalents.	187	101

Certified Personnel

MCALLEN ISD

2026-2027 Teacher
Minimum Hiring Pay Structure

(Board approved raise as 1.5 % requirements for returning staff)

Pay Grade	Job Title	Work Days	Minimum (0 year)	Maximum (25+ years)
		Daily	**$299.47**	**$387.11**
	Teacher	**187**	$56,000	$72,390
		195	$58,397	$75,486
		197	$58,996	$76,261
		200	$59,894	$77,422
		202	$60,493	$78,196
		207	$61,990	$80,132
		212	$63,488	$82,067
		226	$67,680	$87,487

ROTC Instructors

Excerpt from Department of Defense JROTC Instructor Pay

"School districts employing JROTC instructors MUST PAY the Minimum Instructor Pay (MIP), and guarantee a 10, 11, or 12-month contract. The Department of Defense (DOD) reimburses the school one half of the calculated MIP. The total amount paid by the school is taxable income. Changes in active duty and retired pay affect the minimum pay."

MCALLEN ISD

2026-2027
Administrative Education Pay Structure
(Board approved raise of 1% of Pay Grade Midpoint for returning staff)

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
1			**Daily**	**$229.63**	**$275.00**	**$320.38**
	Piano Accompanist	187	**187**	$42,941	$51,425	$59,911
2			**Daily**	**$272.11**	**$325.88**	**$379.65**
	Attendance Officer	207	**187**	$50,885	$60,940	$70,995
	Assistant, Speech Pathology (SpEd & RDSPD)	192	**192**	$52,245	$62,569	$72,893
	Audiologist Assistant	197	**197**	$53,606	$64,198	$74,791
	Facilitator, Parent & Family Engagement Prog	226	**201**	$54,694	$65,502	$76,310
	LSSP Intern - UTRGV	187	**207**	$56,327	$67,457	$78,588
	Nurse (All Level)	192, 226	**226**	$61,497	$73,649	$85,801
	Social Worker	187				
	Specialist, Parent & Family Engagement	187				
	Specialist, RDSPD Student Support	207				
	Specialist, Student Transfer	226				
3			**Daily**	**$317.01**	**$379.65**	**$442.29**
	Behavioral Strategist	187, 221	**187**	$59,281	$70,995	$82,708
	Campus Testing Coordinator	201	**190**	$60,232	$72,134	$84,035
	Coaches (Bilingual & English Learner)	207	**192**	$60,866	$72,893	$84,920
	Coaches Instructional (K-5 & 6-8)	192	**197**	$62,451	$74,791	$87,131
	Counselor (ES, MS, HS)	190, 201, 203	**201**	$63,719	$76,310	$88,900
	Evaluator, Federal/Special Funds	226	**203**	$64,353	$77,069	$89,785
	Gear-Up Facilitator	201, 203	**207**	$65,621	$78,588	$91,554
	Head Nurse (HS)	201	**212**	$67,206	$80,486	$93,765
	Instructional Coaches (Literacy; Math & Writing 3-8)	197	**217**	$68,791	$82,384	$95,977
	Instructional Coach Science Intervention	197	**221**	$70,059	$83,903	$97,746
	Innovative Instruction Coach	197	**226**	$71,644	$85,801	$99,958
	Librarian	197				
	Social Services Case Manager	212				
	Specialist, College Admissions/Scholarships	201				
	Specialist, Instructional Technology	217				
	Specialist, Prevention Intervention	207, 226				
	Strategist, Early Literacy/Math (K-2)	221				
	Strategist, Federal Programs	226				
	Strategist, Professional Learning	221				
	Strategist, RDSPD Instructional	203				
4			**Daily**	**$332.86**	**$398.63**	**$464.40**
	Athletic Trainer	207	**197**	$65,573	$78,530	$91,487
	Assistant Principal, Elementary	207	**203**	$67,571	$80,922	$94,273
	Counselor, Lead	207	**207**	$68,902	$82,516	$96,131
	Diagnostician (SpEd & RDSPD)	197	**217**	$72,231	$86,503	$100,775
	Data Facilitator, Teacher Incentive Allotment	217				
	Supervisor, Family Treatment Program	226				
	Supervisor, Regional Day School for the Deaf	217				

MCALLEN ISD

2026-2027
Administrative Education Pay Structure
(Board approved raise of 1% of Pay Grade Midpoint for returning staff)

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
5			**Daily**	**$349.50**	**$418.56**	**$487.62**
	Assistant Principal, MS	207, 212	**192**	$67,104	$80,364	$93,623
	Coordinator, Advance Academics	221	**197**	$68,852	$82,456	$96,061
	Coordinator, Career Technical Education	221	**207**	$72,347	$86,642	$100,937
	Coordinator, College Career Military Readiness (CTE)	221	**212**	$74,094	$88,735	$103,375
	Coordinator, Early Childhood Instruction	221	**217**	$75,842	$90,828	$105,814
	Coordinator, Fine Arts	221	**221**	$77,240	$92,502	$107,764
	Coordinator, Language Arts (Sec)	221	**226**	$78,987	$94,595	$110,202
	Coordinator, Language Arts/Reading (Elem)	221				
	Coordinator, Mathematics (Elem & Sec)	221				
	Coordinator, Science (Sec)	221				
	Coordinator, Science/Social Studies (Elem)	221				
	Coordinator, Social Studies (Sec)	221				
	Coordinator, Student Assessment (Elem & Sec)	226				
	Coordinator, Teacher Incentive Allotment	221				
	Occupational Therapist	197				
	Physical Therapist	187				
	School Improvement Facilitator (MS & HS)	212, 217				
	School Psychologist	207				
	Speech Pathologist (SpEd & RDSPD)	192				
6			**Daily**	**$366.97**	**$439.49**	**$512.01**
	Assistant Director, Student Operations	226	**212**	$77,798	$93,172	$108,546
	Assistant Principal (I&G, AECHS, Lamar)	212, 222	**222**	$81,467	$97,567	$113,666
	Assistant Principal, HS	212, 222	**221**	$81,100	$97,127	$113,154
	Coordinator, Title I Migrant	226	**226**	$82,935	$99,325	$115,714
	Dean of Instruction	222				
	Instructional Support Officer	226				
	Supervisor, Special Education	221				
7			**Daily**	**$387.16**	**$463.66**	**$540.16**
	Assistant Director, Athletics	226	**226**	$87,498	$104,787	$122,076
	Coordinator, Athletic Head Coach	226				
8			**Daily**	**$406.51**	**$486.84**	**$567.17**
	Director, Accountability	226	**212**	$86,180	$103,210	$120,240
	Director, Bilingual/ESL/Foreign Language	226	**226**	$91,871	$110,026	$128,180
	Director, Career Technical Education	226				
	Director, College/Career/Counseling	226				
	Director, Digital Learning & Library Services	226				
	Director, Health Services	226				
	Director, Professional Learning & Literacy	226				
	Director, Regional Day School for the Deaf	226				
	Director, Student Assessment	226				
	Principal (Elem & I&G)	212				

MCALLEN ISD

2026-2027
Administrative Education Pay Structure
(Board approved raise of 1% of Pay Grade Midpoint for returning staff)

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
9			**Daily**	**$426.84**	**$511.18**	**$595.52**
	Director, Advanced Academics	226	**217**	$92,624	$110,926	$129,228
	Director, Athletics	226	**226**	$96,466	$115,527	$134,588
	Director, Fine Arts	226				
	Director, State-Federal Program	226				
	Principal, (AECHS; Lamar & UTRGV Collegiate)	226				
	Principal, MS	217				
10			**Daily**	**$452.44**	**$541.85**	**$631.26**
	Executive Director, Special Education	226	**226**	$102,251	$122,458	$142,665
	Principal, HS	226				
11			**Daily**	**$581.77**	**$696.73**	**$811.69**
	Associate Supt, Instruction Services	226	**226**	$131,480	$157,461	$183,442
	Associate Supt, Instructional Leadership	226				
	Staff Attorney	226				

Management Personnel

MCALLEN ISD

2026-2027
Administrative Management Pay Structure
(Board approved raise of 1% of Pay Grade Midpoint for returning staff)

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
1			**Daily**	**$208.75**	**$250.00**	**$291.25**
	For Future Use		226	$47,178	$56,500	$65,823
2			**Daily**	**$221.28**	**$265.00**	**$308.73**
	Buyer	226	**226**	$50,009	$59,890	$69,773
	Specialist, Accounting	226				
	Specialist, Budget & Cost	226				
	Specialist, Facilities Safety	226				
	Specialist, Fixed Assets & Inventory	226				
	Specialist, Sourcing & Cost (CNP)	226				
	Specialist, Student Data	226				
	Specialist, Student Outreach	226				
	Supervisor, Operations (CNP)	226				
	Supervisor, Production (CNP)	226				
	Supervisor, Transportation Mechanic Shop	226				
	Supervisor, Warehouse	226				
	Supervisor, Warehouse - CNP	226				
3			**Daily**	**$243.40**	**$291.50**	**$339.60**
	Internal Staff Auditor	226	**221**	$53,791	$64,422	$75,052
	Senior Buyer	226	**226**	$55,008	$65,879	$76,750
	Staff Accountant I	226				
	Student Support Officer	221				
4			**Daily**	**$267.74**	**$320.65**	**$373.56**
	Analyst, Compensation/HR	226	**226**	$60,509	$72,467	$84,425
	Specialist, Child Nutrition Menu & Production	226				
	Specialist, Child Nutrition Procurement	226				
	Specialist, Community Information	226				
	Specialist, Finance (CNP)	226				
	Specialist, Finance & Operations	226				
	Specialist, Marketing Content	226				
	Specialist, School Safety	226				
	Staff Accountant II	226				
5			**Daily**	**$294.52**	**$352.72**	**$410.92**
	Registered Dietitian	226	**226**	$66,562	$79,715	$92,868
6			**Daily**	**$334.28**	**$400.34**	**$466.40**
	Coordinator, Accounting	226	**226**	$75,547	$90,477	$105,406
	Coordinator, Budget	226				
	Coordinator, Child Nutrition Operations	226				
	Coordinator, Facilities, Maintenance & Operations	226				
	Coordinator, Marketing & Communications	226				

MCALLEN ISD

2026-2027
Administrative Management Pay Structure
(Board approved raise of 1% of Pay Grade Midpoint for returning staff)

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
	Coordinator, Payroll	226				
	Coordinator, Purchasing	226				
	Coordinator, Risk Management	226				
	Coordinator, Student Data-PEIMS	226				
7			**Daily**	**$371.06**	**$444.38**	**$517.70**
	Assistant Director, Child Nutrition Program	226	**226**	$83,860	$100,430	$117,000
	Assistant Director, Facilities Operations	226				
	Assistant Director, Transportation	226				
8			**Daily**	**$411.87**	**$493.26**	**$574.65**
	Bond Project Manager	226	**226**	$93,083	$111,477	$129,871
	Director, Accounting	226				
	Director, Child Nutrition Program	226				
	Director, Employee Benefits & Safety Risk Mngmt.	226				
	Director, Human Resources	226				
	Director, Marketing & Communications	226				
	Director, Payroll	226				
	Director, Purchasing	226				
	Director, Strategic Partnerships & Student Outreach	226				
	Director, Student Operations	226				
	Director, Transportation	226				
	Internal Auditor	226				
9			**Daily**	**$465.41**	**$557.38**	**$649.35**
	Executive Director, Facilities, Maintenance & Ops	226	**226**	$105,183	$125,968	$146,753
10			**Daily**	**$581.77**	**$696.73**	**$811.69**
	Chief Financial Officer	226	**226**	$131,480	$157,461	$183,442
	Chief Human Resources Officer	226				
11			**Daily**	**$686.49**	**$822.14**	**$957.79**
	Deputy Superintendent Business & District Operations	226	**226**	$155,147	$185,804	$216,461

MCALLEN ISD

2026-2027
Technology Pay Structure

(Board approved raise of 3% of Pay Grade Midpoint for Hourly & 1% for Professionals for returning staff)

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
1			**Hourly**	**$22.00**	**$26.34**	**$30.68**
	Technician, Tech Support	226	226	$39,776	$47,623	$55,469
2			**Daily**	**$222.72**	**$266.73**	**$310.74**
	Specialist, Cybersecurity Project	226	**226**	$50,335	$60,281	$70,227
3			**Daily**	**$243.88**	**$292.07**	**$340.26**
	Specialist, Cybersecurity	226	**226**	$55,117	$66,008	$76,899
	Specialist, Technology Resources	226				
	Specialist, Technology Services Project	226				
4			**Daily**	**$268.27**	**$321.28**	**$374.29**
	Specialist, Computer Network	226	**226**	$60,629	$72,609	$84,590
	Specialist, Technology Finance & Operations	226				
	Systems Analyst, Child Nutrition Program	226				
5			**Daily**	**$297.78**	**$356.62**	**$415.46**
	Network Analyst	226	**226**	$67,298	$80,596	$93,894
	Systems Analyst	226				
6			**Daily**	**$353.16**	**$422.95**	**$492.74**
	Coordinator, Cybersecurity & Compliance	226	**226**	$79,814	$95,587	$111,359
	Coordinator, Network	226				
	Coordinator, Systems & Data	226				
	Coordinator, Technology Service & Support	226				
	Systems Administrator	226				
7			**Daily**	**$423.80**	**$507.54**	**$591.28**
	Director, Technology		**226**	$95,779	$114,704	$133,629
8			**Daily**	**$465.41**	**$557.38**	**$649.35**
	Executive Director, Technology	226	**226**	$105,183	$125,968	$146,753

Classified Personnel

MCALLEN ISD

2026-2027
Clerical / Technical Pay Structure

(Board approved raise of 3% of Pay Grade Midpoint for returning staff)

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
1			**Hourly**	**$14.00**	**$16.67**	**$19.34**
	Clerk, Administration	226	**197**	$22,064	$26,272	$30,480
	Clerk, Campus	197, 201, 207, 226	**201**	$22,512	$26,805	$31,099
	Clerk, CTE	226	**207**	$23,184	$27,606	$32,027
	Clerk, Federal Programs	226	**221**	$24,752	$29,473	$34,193
	Clerk, Parent & Family Engagement Prog	226	**222**	$24,864	$29,606	$34,348
	Clerk, Professional Learning	221	**226**	$25,312	$30,139	$34,967
	Clerk, Special Education Program	207, 226				
	Clerk, Testing	221				
	Receptionist, Campus	222, 226				
2			**Hourly**	**$15.00**	**$17.86**	**$20.72**
	Assistant Registrar	226	**197**	$23,640	$28,147	$32,655
	Clerk, Attendance (HS)	201	**201**	$24,120	$28,719	$33,318
	Clerk, Attendance (HS Alternative Campus)	222	**203**	$24,360	$29,005	$33,649
	Clerk, Counselor	201, 203	**207**	$24,840	$29,576	$34,312
	Clerk, Family Treatment Program	201	**212**	$25,440	$30,291	$35,141
	Clerk, Fixed Assets	212, 226	**221**	$26,520	$31,576	$36,633
	Clerk, Student Data	197, 226	**222**	$26,640	$31,719	$36,799
	Receptionist/Clerk (Adm)	226	**226**	$27,120	$32,291	$37,462
	Secretary, Assistant Principal	212				
	Secretary, Coordinator	221				
	Secretary, Counselor	203, 207				
	Secretary, Dean of Instruction	222				
	Secretary, Parent & Family Engagement Prog	226				
3			**Hourly**	**$16.25**	**$19.34**	**$22.43**
	Bookkeeper (MS Campus)	217	**212**	$27,560	$32,801	$38,041
	Clerk, Data Processing (Campus/Dept)	212, 217, 222, 226	**217**	$28,210	$33,574	$38,938
	Clerk, Head Attendance	226	**222**	$28,860	$34,348	$39,836
			226	$29,380	$34,967	$40,553
4			**Hourly**	**$18.00**	**$21.43**	**$24.86**
	Bookkeeper (HS Campus/Dept)	217, 226	**207**	$29,808	$35,488	$41,168
	Clerk, Accounts Payable (CN)	226	**212**	$30,528	$36,345	$42,163
	Clerk, Data Management (Admin)	207, 226	**217**	$31,248	$37,202	$43,157
	Clerk, Special Ed Medicaid	~~207~~/217	**222**	$31,968	$38,060	$44,151
	Migrant Student Recruiter	226	**226**	$32,544	$38,745	$44,947
	Registrar	222, 226				
	Secretary, Facilities Maintenance & Ops	226				
	Secretary, Principal (ES/MS/I&G)	212, 217				

MCALLEN ISD

2026-2027
Clerical / Technical Pay Structure

(Board approved raise of 3% of Pay Grade Midpoint for returning staff)

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
5			**Hourly**	**$19.50**	**$23.21**	**$26.92**
	Clerk, Accounting	226	**221**	$34,476	$41,035	$47,595
	Clerk, Human Resources	226	**226**	$35,256	$41,964	$48,671
	Clerk, Payroll	226	**242**	$37,752	$44,935	$52,117
	Clerk, Purchasing	226				
	Clerk, Warehouse	242				
	Secretary, Director	221, 226				
	Secretary, Principal (HS/AECHS/Lamar)	226				
	Secretary, Student Support Services	226				
	Secretary, Title I Migrant	226				
6			**Hourly**	**$21.00**	**$25.00**	**$29.00**
	Specialist, Facilities Procurement & Ops	226	**226**	$37,968	$45,200	$52,432
	Specialist, Internal Audit	226				
	Specialist, STOP Grant	226				
7			**Hourly**	**$22.50**	**$26.78**	**$31.06**
	Secretary, Human Resources	226	**226**	$40,680	$48,418	$56,156
	Secretary, Instruction Services	226				
	Secretary, Instructional Leadership	226				
	Secretary, Legal Counsel	226				
	Specialist, Employee Benefits Accounting	226				
	Specialist, Employee Leave Benefits	226				
	Specialist, Payroll	226				
	Specialist, PEIMS	226				
	Specialist, Position Control	226				
	Specialist, Workers Compensation	226				
	Student Recruiter	226				
8			**Hourly**	**$25.00**	**$29.76**	**$34.52**
	Specialist, Certification	226	**226**	$45,200	$53,806	$62,412
	Specialist, Classified Personnel	226				
	Specialist, Employee Benefits	226				
9			**Hourly**	**$26.50**	**$31.55**	**$36.60**
	MITV Video/Editor	217	**217**	$46,004	$54,771	$63,538
	Secretary, Board of Trustees	226	**226**	$47,912	$57,042	$66,173
	Secretary, Superintendent	226				

MCALLEN ISD

2026-2027
Instructional Support Pay Structure

(Board approved raise of 3% of Pay Grade Midpoint for returning staff)

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
1			**Hourly**	**$14.00**	**$16.67**	**$19.34**
	Instructional Assistant, AEP	187	**187**	$20,944	$24,938	$28,933
	Instructional Assistant, At-Risk	187				
	Instructional Assistant, Bilingual (Elem)	187				
	Instructional Assistant, CTE	187				
	Instructional Assistant, Early Childhood PK	187				
	Instructional Assistant, English Learners	187				
	Instructional Assistant, In-School Suspension	187				
	Instructional Assistant, Instruction & Guidance	187				
	Instructional Assistant, Physical Education	187				
	Instructional Assistant, Pre-Kinder	187				
2			**Hourly**	**$14.75**	**$17.56**	**$20.37**
	Health Assistant (CMA,RMA,CNA)	192	**187**	$22,066	$26,270	$30,474
	Instructional Assistant, Dyslexia	187	**192**	$22,656	$26,972	$31,288
	Instructional Assistant, Parental Involvement	187				
	Instructional Assistant, Resource Media	187				
	Instructional Assistant, Special Education	187				
3			**Hourly**	**$15.50**	**$18.45**	**$21.40**
	Instructional Assistant, Radio/TV Prog	187	**187**	$23,188	$27,601	$32,014
	Instructional Assistant, RDSPD	187				
	Instructional Assistant, RDSPD Oral	187				
	Instructional Assistant, Special Ed Early Childhood	187				
	Instructional Assistant, Special Ed SES	187				
	Instructional Assistant, Technology Support	187				
	Instructional Assistant, Visually Impaired	187				
4			**Hourly**	**$16.50**	**$19.64**	**$22.78**
	For Future Use					
5			**Hourly**	**$20.50**	**$24.41**	**$28.32**
	Licensed Vocational Nurse	192	**192**	$31,488	$37,494	$43,500

MCALLEN ISD

2026-2027
Auxiliary Pay Structure

(Board approved raise of 3% of Pay Grade Midpoint for returning staff)

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
1			**Hourly**	**$12.50**	**$14.88**	**$17.26**
	Bus Aide	187 (5.5 hrs)	**187**	$12,856	$15,304	$17,752
			242	$24,200	$28,808	$33,415
2			**Hourly**	**$13.25**	**$15.78**	**$18.31**
	Child Nutrition Worker (ES)	187	**187**	$13,628	$16,230	$18,832
	Custodian	242	**187**	$19,822	$23,607	$27,392
	Custodian (Itinerant)	242	**242**	$25,652	$30,550	$35,448
3			**Hourly**	**$14.25**	**$16.97**	**$19.69**
	Child Nutrition Worker (CK; MS; HS)	187	**187**	$21,318	$25,387	$29,456
	Child Nutrition Worker (ES) Self-Prep	187	**242**	$27,588	$32,854	$38,120
	Custodian, Head I (ES & UTRGV)	242				
	Custodian, Lead (HS)	242				
	Electrician, Helper	242				
	General Maintenance	242				
	Groundskeeper	242				
	Plumber, Helper	242				
4			**Hourly**	**$15.25**	**$18.16**	**$21.07**
	AG Facility Assistant	226	**226**	$27,572	$32,833	$38,095
	Custodian, Head I (MS; Lamar & ECHS)	242	**242**	$29,524	$35,158	$40,792
	Groundskeeper, Athletic Complex	242				
	Warehouse/Delivery Worker	242				
5			**Hourly**	**$16.25**	**$19.34**	**$22.43**
	Asst Manager, Child Nutrition (ES)	187	**187**	$24,310	$28,933	$33,555
	Custodian, Head II (HS)	242	**242**	$31,460	$37,442	$43,424
	Campus General Maintenance	242	**244**	$31,720	$37,752	$43,783
	HVAC Duct Cleaner	242				
6			**Hourly**	**$17.75**	**$21.12**	**$24.49**
	Asst Manager, Child Nutrition (ES) Self-Prep	187	**187**	$26,554	$31,596	$36,637
	Asst Manager, Child Nutrition (CK; MS & HS)	221	**221**	$31,382	$37,340	$43,298
	Painter	242	**242**	$34,364	$40,888	$47,413
	Roofer	242				
	Specialist, Irrigation	242				
	Warehouse Leader (Fixed Assets & CNP)	242				
7			**Hourly**	**$19.00**	**$22.62**	**$26.24**
	Carpenter	242	**187**	$28,424	$33,840	$39,255
	Dispatcher (FMO/Transp)	242	**242**	$36,784	$43,792	$50,801
	Leader, General Maintenance	242				
	Leader, Painters Crew	242				
	Locksmith	242				
	Manager, Child Nutrition (ES)	187				
	Technician, Transportation Safety	242				

MCALLEN ISD

2026-2027
Auxiliary Pay Structure

(Board approved raise of 3% of Pay Grade Midpoint for returning staff)

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
8			**Hourly**	**$20.75**	**$24.69**	**$28.63**
	Electrician, Journeyman	242	**187**	$31,042	$36,936	$42,830
	Manager, Child Nutrition (ES) Self-Prep	187	**217**	$36,022	$42,862	$49,702
	Manager, Child Nutrition (MS & HS Specialty)	221	**221**	$36,686	$43,652	$50,618
	Mechanic	242	**226**	$37,516	$44,640	$51,763
	Plumber, Journeyman	242	**242**	$40,172	$47,800	$55,428
	Technician, Equipment (CNP)	242				
	Technician, HVAC	242				
	Technician, Transportation Route	242				
9			**Hourly**	**$22.50**	**$26.79**	**$31.08**
	Electrician, Master	242	**221**	$39,780	$47,365	$54,949
	Manager, Child Nutrition Comprehensive HS & CK	221	**226**	$40,680	$48,436	$56,193
	Processor, Instructional Materials	226	**242**	$43,560	$51,865	$60,171
10			**Hourly**	**$24.25**	**$28.86**	**$33.47**
	Supervisor, Area Custodial	242	**242**	$46,948	$55,873	$64,798
	Supervisor, Auxiliary Services	242				
	Supervisor, Electrical	242				
	Supervisor, HVAC	242				
	Supervisor, Plumbing	242				
BD			**Hourly**	**$18.50**	**$22.03**	**$25.56**
	Bus Drivers	187	**187**	$27,676	$32,957	$38,238

MCALLEN ISD

2026-2027
Police Department Pay Structure

(Board approved raise of 3% of Pay Grade Midpoint for Hourly & 1% for Professionals for returning staff)

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
1			**Hourly**	**$18.00**	**$21.43**	**$24.86**
	Security Camera Monitor	187, 226	**187**	$26,928	$32,059	$37,191
	Communication Officer	244	**226**	$32,544	$38,745	$44,947
			244	$35,136	$41,831	$48,527
2			**Hourly**	**$22.50**	**$26.79**	**$31.08**
	Police Officer	217, 226	**217**	$39,060	$46,507	$53,955
	Police K-9 Officer		**226**	$40,680	$48,436	$56,193
3			**Hourly**	**$24.00**	**$28.57**	**$33.14**
	Police Investigator	226	**226**	$43,392	$51,655	$59,917
	Specialist Crime, Prevention	226				
4			**Hourly**	**$29.25**	**$34.82**	**$40.39**
	Sergeant	226	**226**	$52,884	$62,955	$73,025
5			**Hourly**	**$294.52**	**$352.72**	**$410.92**
	Police Captain	226	**226**	$52,884	$62,955	$73,025
6			**Hourly**	**$411.87**	**$493.26**	**$574.65**
	Police Chief	226	**226**	$52,884	$62,955	$73,025

Substitute Teachers

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
SUBSTITUTE RATES

	Daily Rate	Long Term Substitute Daily Rate (11+ days in the same job)
Full day substitute (non-degreed)	$95	$105
Full day substitute (60+ college hours or degreed)	$115	$125
Full day substitute (degreed & certified)	$135	$145
Full day substitute nurse (RN)	$200	N/A

Supplemental Pay Stipends

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
ADVANCED ACADEMICS

Position	# of Positions	Stipend per semester
OnRamps Dual Teacher	8	$150 / section
South Texas College (STC) Dual Teacher	6	$150 / section
Advanced Placement (AP) + OnRamps Dual Teacher	7	$200/section
Advanced Placement + South Texas College Dual Teacher	5	$200/section
		Fund 155 *Department Supplemental*

Position	# of Positions	Yearly Stipend
Lead Teacher - Advanced Placement Program	7	2,500
		Fund 199 *Department Supplemental*

McALLEN INDEPENDENT SCHOOL DISTRICT
2025 - 2026
BILINGUAL PROGRAM

Position	# of Students	Yearly Stipend
Elementary Early Exit Bilingual Teacher	10+	$1,200
	5 - 9	$1,000
	2 - 4	$800
Elementary and Secondary Dual Language Teacher	N/A	$1,700

Fund 164
Department Supplemental

Note:
1) Staff must meet eligibility criteria and submit complete application to receive stipend.
2) Schools with 2 - 4 Emergent Bilingual students in a specific grade level must group them in a single classroom.

Position		Yearly Stipend
Teacher Coach, English Learner	3	$2,700
		Fund 199 *HR Entered*

Position	# of Positions	Yearly Stipend
Teacher Coach, Bilingual/English as a Second Language (ESL)	1	$2,700
		Fund 199 *HR Entered*

Position	# of Positions	Yearly Stipend
Dual Language Campus Lead Teacher Stipend	10	$500
		Fund 164 *Department Supplemental*

Note:
Dual Language Campus/Headstart Lead Teacher will attend professional learning and informational meetings with the Bilingual/ESL/FL Department to stay up to date with latest information and resources provided. Lead teacher will be responsible for taking information and training back to their dual language teacher colleagues at their campus and support the implementation of the program at the different grade levels. They will assist with promoting and informing parents and community about the dual language program. Teacher must have the appropriate bilingual certification in order to qualify for this stipend.

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
ATHLETIC PROGRAMS

High School Head Coach Positions	# of Positions	Extra Days (Daily Rate)*	Yearly Stipend
Baseball	3	15	$7,500
Basketball	6	15	$7,500
Cheer	3	15	$8,700
Powerlifting	3	15	$7,500
Soccer	6	15	$7,500
Softball	3	15	$7,500
Volleyball	3	15	$7,500
Wrestling	3	15	$7,500
Cross Country	6	15	$7,500
Track	6	15	$7,500
Year Round Sports			
Golf	3	15	$8,700
Swim Coordinator / Diving	1	15	$10,000
Swimming	3	15	$8,700
Tennis	3	15	$8,700

High School Asst. Coach Positions	# of Positions	Extra Days (Daily Rate)*	Yearly Stipend
Asst. Athletic Coordinator *	3	0	$7,500
Baseball Asst.	12	15	$4,000
Basketball Asst.	24	15	$4,000
Cheer Asst.	3	7	$5,500
Cross County Asst.	6	15	$4,000
Football - 9th grade	12	15	$4,000
Football - Defensive Coordinator	3	20	$7,500
Football - Offensive Coordinator	3	20	$7,500
Special Teams Coordinator	3	20	$7,500
Football - Varsity Asst.	21	15	$5,500
Powerlifting	6	15	$4,000
Soccer Asst.	18	15	$4,000
Softball Asst.	12	15	$4,000
Strength & Conditioning	3	15	$4,000
Track Asst.	24	15	$4,000
Volleyball Asst.	12	15	$4,000
Wrestling Asst.	6	15	$4,000
Year Round Sports			
Swimming Asst.	3	15	$5,500
Tennis Asst.	6	15	$5,500
Golf Asst.	3	15	$5,500

Middle School Coach Positions	# of Positions	Extra Days (Daily Rate)*	Yearly Stipend
Athletic Coordinator + Coach	6	5 non-football or 10 football	$6,200
Assistant Athletic Coordinator	6	5	$2,200
Baseball Coach	12	0	$2,200
Basketball Coach	48	0	$2,200
Cross Country Coach	12	0	$2,200
Football Coach	42	0	$2,200
Golf Coach	6	0	$2,200
Soccer Coach	24	0	$2,200
Softball Coach	12	0	$2,200
Swimming/ Diving Coach	12	0	$2,200
Tennis Coach	12	0	$2,200
Track Coach	48	0	$2,200
Volleyball Coach	24	0	$2,200
Cheer Coach	12	5	$2,200

Other	# of Positions	Extra Days (Daily Rate)*	Yearly Stipend
Athletic Trainer - High School	6	207 Calendar	$6,000
Athletic Trainer - Middle School	1	207 Calendar	$6,000
Athletic Technology Coordinator	1	0	$5,000
Asst. Athletic Technology Coordinator	1	0	$3,600

Fund 183
HR Entered

Notes:

1) HS Asst. Coach coaching only one (1) sport will receive 7 extra days.

2) HS Asst Coach coaching 2 or more sports will receive 15 extra days.

3) HS Asst. Athletic Coordinator * must be head coach of a boys or girls sport.

4) Extra days - Effective 25-26 will be paid at the teacher 's current daily rate.

5) Athletic Trainers covering a MS event will be paid at their current daily rate.

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
CAREER TECHNICAL EDUCATION PROGRAM

HIGH SCHOOL		
Position	**# of Positions**	**Yearly Stipend**
Future Farmers of America (FFA)	6	$2,000
Distributive Education Clubs of America (DECA)	7	$2,000
Family Career and Community Leaders of America (FCCLA)	5	$2,500
Business Professional of America (BPA)	8	$2,000
Skills USA	12	$2,000
Skills USA (Audio Video)	4	$2,500
Health Occupations Students of America (HOSA)	7	$2,500
First Tech Challenge (FTC) Robotics	7	$2,000
Texas Association Of Future Educators (TAFE)	1	$2,000
Texas Restaurant Association (ProStart)	1	$2,000
MIDDLE SCHOOL		
First Tech Challenge (FTC) or First Lego League (FLL) (Robotics)	**7**	$1,200

Fund 162
Department Supplemental

Note:
Stipends will be pro-rated based on level of competition achieved and Career Technical Student Organization (CTSO) requirements met.

ROTC INSTRUCTORS

Position	# of Positions	Stipend per semester
ROTC Senior Instructor	3	$10,000

Fund 162
HR Entered

POST-SECONDARY

Position	# of Positions	Stipend per semester
Dual Enrollment	18	$150

ONE TIME SIGN-ON

Position	Yearly Stipend Total
Health Science Teacher	$5,000

Fund 162
Department Supplemental

Note:
1st Year $3,000 December paycheck and 2nd Year $2,000 December paycheck

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
EXTRA DUTY PAY

I. PRESENTERS (*Pre- or post-contract, weekend, after school*):

A. If the presentation is intended for a district-wide audience as a part of the School for
1. Professional development or any campus presentations the District will pay:

Schedule:	Rate per Presenter (maximum of 3)	Maximum Pay:
Presentation	$26 per hour / 6 hour maximum	$156
Preparation	$18 per hour / 6 hour maximum	$108
Set-up / Take down	$11 per hour / 4 hour maximum	$44
	Maximum Total:	$308

B. Presentation rate for a repeat session will be:

Schedule:	Rate per Presenter (maximum of 3)	Maximum Pay:
Presentation	$26 per hour / 6 hour maximum	$156
Preparation	$18 per hour / 2 hour maximum	$36
Set-up / Take down	$11 per hour / 4 hour maximum	$44
	Maximum Total:	$236

II. PRESENTERS (During contract):

A. If the teacher presents during a contracted day, preparation rate for a first-time presentation will be:

Schedule:	Rate per Presenter	Maximum Pay:
Preparation	$18 per hour / 6 hour maximum	$108
Set-up / Take down	$11 per hour / 4 hour maximum	$44
	Maximum Total:	$152

B. Preparation rate for a repeat session during a contracted day:

Schedule:	Rate per Presenter	Maximum Pay:
Preparation	$18 per hour / 2 hour maximum	$36
Set-up / Take down	$11 per hour / 4 hour maximum	$44
	Maximum Total:	$80

Notes:
1) Presentation, preparation, and set-up time is to be determined by Coordinator or Administrator
2) McAllen ISD Presenter form must be completed and agreed upon by all parties prior to presentation

III. TEACHER PARTICIPATION IN DISTRICT SPONSORED SATURDAY OR AFTER SCHOOL TRAINING SESSIONS DURING THE SCHOOL YEAR WILL BE:

Number of hours:	Rate:
2 hours	$50 for completion of a 2 - hour session
4 hours	$75 for completion of a 4 - hour session
6 hours	$100 for completion of a 6 - hour session

Note: Courses eligible for stipends and the designated audience will be identified in the ERO

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
EXTRA DUTY PAY

Fund TBD
Department Supplemental

Continued

IV. FOLLOWING HOURLY RATES ARE APPLICABLE FOR DISTRICT STAFF PERFORMING EXTRA DUTIES:

* Extra duties must be approved in advance by Assistant Superintendent
* Employee must be qualified to perform extra duties. Some duties require degree and/or certification
* Examples may include, but are not limited to: Testing proctor; LAS Assessment; LPAC; Tutoring (outside of contract day);
- Credit by Exam; Student registration; Clerical; etc

District Employees	Hourly Rate:
Professional Degreed & Degreed/Certified	$28 (outside of contract day)
Non-Degreed Employees / Paraprofessional (48 hrs. required)	Min. $10 (FLSA applies)

V. CURRICULUM DEVELOPMENT (Sequencing, alignment activities, correlations, etc.)

District Employees	Hourly Rate:
Professional Degreed & Certified	$28

Fund TBD
Department Supplemental

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
FINE ARTS PROGRAM

High Schools	# of Positions	Extra Days (Paid at current daily rate)	Yearly Stipend (unless noted)
Head Band Director	3	25	$11,500
Asst. Band Director	12	15	$8,500
Head Orchestra Director	3	15	$7,000
Asst. Orchestra Director	3	15	$4,000
Head Choir Director	3	13	$8,500
Asst. Choir Director	4	8	$4,500
Head Theater Arts Director	3	15	$9,500
Asst. Theatre Arts Director	5	15	$8,000
Lead Theatre Arts Teacher	1	0	$2,000
Mariachi Director	3	20	$9,500
Mariachi Asst. Director	3	15	$8,500
Assist Mariachi Program	3	0	$2,000
Dance / Folklorico Director	3	10	$8,700
Asst. Dance Team Sponsor	3	5	$5,000
Flag Corp	3	0	$3,000 (per semester)
Assist HS Fall Marching (Football & Pigskin)	6	0	$2,000
Lead Art Teacher	1	0	$2,000
Art teacher (All but I&G)	10	0	$1,000
Auditorium Manager	3	0	$2,500

Middle Schools	# of Positions	Extra Days (paid at Tchr daily rate)	Yearly Stipend
Band Director	6	15	$7,500
Asst. Band Director	6	15	$5,500
Choir Director	6	8	$5,500
Asst. Choir Director	5	8	$4,000
Orchestra Director	6	15	$5,000
Asst. Orchestra Director (based on enrollment)	2	15	$4,000
Theatre Arts Director	6	0	$2,000
Lead Theatre Arts Teacher	1	0	$2,000
Art Teacher	8	0	$1,000
Dance (After school)	6	3	$1,500
Mariachi Director	1	15	$6,000

Elementary Schools	# of Positions	Extra Days (Paid at tchr daily rate)	Yearly Stipend
Lead MusicTeacher	1	0	$2,000

Fund 184
HR Entered

Supplemental Stipend	# of Positions	Stipend (per event)
Assist HS Fall/Spring Drama Production - (1 per primary HS)	3	$1,000
Assist HS Collaborative Broadway Musical - (1 per primary HS)	3	$1,500
Assistant Choir Director Assist with HS Collab. Broadway Musical	3	$750
Piano Accompanist - (only if assists with musical)		$1,000

Fund 184
Department Supplemental

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
GRANT FUNDED

DYSLEXIA PROGRAM

Position	# of Positions	Yearly Stipend
Certified Academic Language Therapists (CALT)	9	$3,000
Certified Academic Language Practitioners (CALP)	4	$2,000

Fund 157
HR Entered

Note:
1) CALT Candidates who are not certified with a master degree within 5 years of obtaining Academic Language Therapy Association (ALTA) CALT certification will be recognized and certified as a Certified Academic Language Practitioner (CALP) and paid accordingly.
2) For those CALT Candidates completing the Masters program in the Spring of 2024 will be eligible for stipend in 2024-25 if continues as a dyslexia teacher.

READING ACADEMY

Position	# of Positions	Yearly Stipend
English Language Arts (or "General Ed.") path	TBD	$750
Biliteracy path	TBD	$1,250

Fund 211/164
Department Supplemental

Note:
1) TEA mandated the HB3 Reading Academies for teachers in grades Kindergarten through 3rd grade including those who conduct small group interventions. By the end of the 22-23 school year, all current teachers must have fulfilled the Reading Academy requirements. Starting with the 23-24 school year, all new teachers to Kinder-3rd grade must be simultaneously enrolled in the reading academies.
2) Stipends will be paid to current McAllen ISD teachers who registered and successfully completed Texas Reading Academy coursework (English or Biliteracy Route) on their first attempt. Employees must be employed at McAllen ISD when the stipend is issued.

STATE & FEDERAL PROGRAMS

Position	# of Positions	Yearly Stipend
Social Worker	12	$1,000

Fund 193
Department Supplemental

Title I, Part A

Position	# of Positions	Yearly Stipend
Title I ELA Coach	1	$10,000
Title I Math Coach	1	$10,000
Title I Literacy Coach (Writing 3-8)	1	$10,000
Instructional Coach - Science Interventionist	1	$7,000
Title I Parent and Family Engagement Specialist (NEW) **	13	$500

Fund 211/193
HR Entered

Title II, Part A

Position	# of Positions	Yearly Stipend
Content Specialist Teacher (Qualifications listed on job description)	12	$3,000
Mentors of New Teachers (Years 0-3) **	TBD	$1,000
University of Texas Rio Grande Valley (UTRGV) Teacher Residency	20	$20,000

Fund 255
HR Entered
** *Department Supplemental*

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
GRANT FUNDED (cont.)

UTRGV - PROJECT MENTAL HEALTH SERVICE ACCESS (MHSA)
Effective 2023-24 through 2027-28 (Five-year grant)

Position	# of Positions	Yearly Stipend
Licensed Specialist School Psychology (LSSP) Intern Supervisor	TBD	$3,000
Counseling Intern Supervisor	TBD	$1,000
Social Worker Intern Supervisor	TBD	$1,000

Fund 199
Fund 289 Counceling Intern Site Spervisor
HR Entered

Notes:
- **Stipends are reimbursable by UTRGV**
- Supervisors must meet eligibility criteria as set-forth in grant agreement
- Stipend will be paid 1/2 in December and 1/2 in May

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (RDSPD)

TEACHER	# of Positions	Yearly Stipend
Teacher (Incl. Itinerate)* - Auditory Impaired (AI) certified - Traditional route	31	$1,500 - $5,500
Teacher (Incl. Itinerate)* - AI certified - Alt. certification route		$1,500 - $5,500
Teacher (incl. Itinerate)* - Challenger		$1,500 - $5,500
Teacher (incl. Itinerate)* - Experienced		$1,500 - $5,500
Teacher (incl. Itinerate)* - Grandfathered		$5,500
RDSPD Lead Teacher (incl. Itinerant)	4	$400-$2,000
RDSPD VAC (Vocational Adjustment Coordinator) Teacher	1	$1,000
PROFESSIONAL STAFF: Non-Teaching	**# of Positions**	**Yearly Stipend**
Director (see 2 components below)	1	$1,500 - $5,500
Diagnostician - AI certified	2	$1,500 - $5,500
Specialist, RDSPD Student Support	1	$1,500 - $5,500
Speech Pathologist	1	$1,500 - $5,500
Speech Pathologist Assistant	1	$1,500 - $4,500
Strategist, RDSPD Instruction	1	$1,500 - $5,500
Supervisor, RDSPD	1	$1,500 - $5,500
Audiology Assistant	1	$3,000 - $5,500
PARAPROFESSIONAL STAFF	**# of Positions**	**Yearly Stipend**
Certified Interpreter - Level I (Grandfathered)	TBD	$3,000
Certified Interpreter - Level II (Former Certification or Grandfathered)	TBD	$3,500
Certified Interpreter - Board of Evaluation of Interpreters (BEI) Basic	TBD	$4,000
Certified Interpreter - Board of Evaluation of Interpreters (BEI) Advanced	TBD	$5,000
Certified Interpreter - Board of Evaluation of Interpreters (BEI) Master	TBD	$6,000

Fund 435
HR Entered

NOTES:

1) Stipend amount depends on education, certification, examination, and/or specific training requirements.
2) Certified Interpreter - Basic level is more rigorous to achieve than Level I. Due to state change in certification system Level I is grandfathered.
3) Must be funded by RDSPD to qualify for any of the above RDSPD stipends.

TEACHER COMPONENTS- Payment requirements: (One of the following) (Max: $5,500/year)*

1) Traditional Route – $1,500 - Graduate from a Deaf Education teacher training program and passes the Deaf and Hard of Hearing Certification Test; $4,000 - received upon completion of the Texas Assessment of Sign Competency (TASC) exam

2) Alternate Certification – $1,500 - Completed Alternative Certification Program and passes the Deaf and Hard of Hearing Certification Test; $1,500 - received upon completion of the Texas Assessment of Sign Competency exam; $2,500 - received upon completion of 12 hours from a Deaf Education teacher training program (Local requirement)

3) Challenger - $1,500 - Certified in another area then challenges and passes the Deaf and Hard of Hearing (DHH) Certification test; $1,500 - received when completion of the Texas Assessment of Sign Competency exam; $2,500 - received upon completion of 12 hours from a Deaf Education teacher training program (Local requirement)

4) Experienced Teacher – Falls under "Alternative Certification" or "Challenger" category; $2,500 - received upon completion of 12 hours from a Deaf Education teacher training program (Local requirement)

5) Grandfathered – Grandfathered from taking the TASC (2017-18 school year stipend requirements changed) $5,500 - Certified in Deaf and Hard of Hearing or Hearing Impaired

PROFESSIONAL NON-TEACHING COMPONENTS-

1) $1,500 - Deaf and Hard of Hearing (DHH) Certification,Hearing Impairment, or Deaf/Hard of Hearing

2) $4,000 - Texas Assessment of Sign Competency (TASC) or Grandfathered from the TASC

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
SPECIAL DUTY ASSIGNMENTS

Assignment (Classroom)	# of positions	Yearly Stipend	Fund/Entered
Master degree in subject area (effective 12-13) (grandfathered prior to 12-13)+C4:C5	TBD	$2,500	TBD/ HR
Campus Coordinator Secondary Science & Engineering Fair	11	$300 – Campus has students participating in one-third (1/3) of the available slots for all categories at the district competition (stipend includes any students participating at regionals). $400 – Campus has students participating in two-thirds (2/3) of the available slots for all categories at the district competition (stipend includes any students participating at regionals). $500 – Campus has students participating in 100% (3/3) of the available slots for all categories at the district competition (stipend includes any students participating at regionals). Additional $200 for any number of students participating at the state and international competitions. * Stipend is paid out to the teacher after the last level students compete.	199/Science Coord.
Secondary Science Olympiad Coach	11	$1,0000 – regional competition Additional $450 – state competition Additional $450 – national competition * Stipend is paid out to the teacher after the last level students compete.	199/Science Coord.
Secondary Science Olympiad Assistant Coach	11	$5000 – regional competition Additional $225 – state competition Additional $225 – national competition * Stipend is paid out to the teacher after the last level students compete.	199/Science Coord.
Elementary Science Olympiad Coach	18	$500	199/Science Coord.
Elementary Science Olympiad Assistant Coach	18	$300	199/Science Coord.
Teaching Extra Class (if eligible for planning period)		$5,000 (Other) $7,000 (Math or Science)	TBD/ HR
Math & Science Teacher (eligibility based on Admin. guidelines)	TBD	$2,500 (Content Certified)	199/HR Director
Instruction & Guidance Teacher	TBD	$500	199/Campus Submit
Team Leaders (Middle School)	TBD	$500	199/Campus Submit
ROTC Senior Instructor	3	$10,000	199/HR

Assignment (Non-classroom)	# of positions	Yearly Stipend	Fund/Entered
Campus Technology Facilitator (CTF)	44	$1,200	199/DOT
Media Technology Facilitator (MTF)	31	$1,200	199/DOT
Lead Librarian (Elementary / Secondary)	2	$1,500	199/Digital Lrng
District UIL Coordinator	1	$3,000	199/ Prof Lrng.
District Chess Coordinator	1	$2,500	199/ Prof Lrng.
Grant Writing	TBD	$250,000-$499,999 = $1,000/Grant(s) $500,000-$999,999 = $2,500/grant(s) $1,000,000 or more = $5,000/grant(s)	199/TBD
Administrator Central Office (Interim / Additional duties) *	N/A	* Up to $4,000	199/ HR
District Executive Committee (DEC) **	4	** Up to $1,500	940/Athletics

Notes:
* Pro-rate pay based on number of days served unless directed otherwise by Superintendent. Exceptions typically reserved for Senior-level duties and responsibilities.
** Stipend amount is determined and reimbursed as per DEC plan.

Support Staff	# of positions	Yearly Stipend	Fund/Entered
Child Nutrition Department			
Certified Forklift Trainer	1	$500	101/CNP
Child Nutrition Team Lead	5	$1,200	101/ CNP
MISD Police Department			
Corporal	7	$1,500	199/ HR
Drone Operator	2	$1,500	199/ HR
Police Instructor	5	$1,000	158/ HR
Terminal Agency Coordinator	1	$500	199/ HR
Transportation			
Bus Driver Trainer	3	$2,000	199/ Transportation
Certified State Vehicle Inspector Certification	3	$1,000	199/ Transportation

Paid Leave Upon Retirement (Reference DEC/Local)	# of positions	Daily Rate	Fund/Entered
Professional (maximum of 75 Local/State Days)	TBD	$125	TBD/ Payroll
Support Staff (maximum of 75 Local/State Days)	TBD	$70	TBD/ Payroll

McALLEN INDEPENDENT SCHOOL DISTRICT
2025 - 2026
SPECIAL EDUCATION PROGRAM

Position	# of Positions	Yearly Stipend
Special Education Teacher - Self contained	53	$2,000
Special Education Teacher	122	$1,500
Special Education Early Childhood	16	$2,000
Visually Impaired (VI) Teacher	2	$2,700
Vocational Adjustment Coordinator	4	$1,200
Social Worker	2	$1,200
Diagnostician	28	$1,700
School Psychologist	9	$1,700
Special Education Counselor	7	$1,200
Occupational Therapist	3	$1,200
Speech Pathologist	20	$1,200
Speech Assistant	10	$1,200
Behavior Support	3	$1,500
STRIDES Teachers-Self-contained	7	$2,000
Teacher Board Certified Behavior Analyst (Certification required)	2	$2,500
Special Duty Positions	**# of Positions**	**Yearly stipend**
Lead Department Chair STRIDES	1	$2,500
Lead Speech Pathologist	1	$2,500
Lead School Psychologist	1	$2,500
Lead Behavior Strategist	1	$2,500
Lead Counselor (Less than 10)	1	$1,000
Lead Occupational Therapist (Less than 10)	1	$1,000
Lead Diagnostician	1	$2,500

Fund 173 / 224
Department Supplemental

Notes:

1) Staff must be certified in area of assignment to receive stipend.
2) Stipend will be pro-rated on number of class periods assigned to SPED and days worked.
3) Stipends are paid 1/2 in December and 1/2 in May.

Extra Duty	Mono Per Eval / Bilingual Per Eval
School Psychological Eval for Emotional Disturbance/Autism	$325 / $375
School Psy. & Diangostician - FIE for LD, OHI, etc (No Psychological, No Speech Eval)	$350 / $400
Speech Pathologist - Speech Evaluation	$300 / $350

Fund 173 / 224
Department Supplemental

Certification	# of Positions	Yearly stipend
Speech Pathologist (with Masters)	19	$5,000
Speech Assistant Therapist	10	$1,800

Fund 173/224
HR Entred

Special Assignment	# of Positions	Yearly stipend
Adapted Physical Education	3	$1,200
Adapted Physical Education (Special Olympics)	3	$2,000

Fund 173 / 224
HR Entered

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
DEPARTMENT & GRADE LEVEL CHAIR / UIL / EXTRA CURRICULAR

HIGH SCHOOL			
Department Chair		**# positions (1 per HS)**	**Yearly Stipend**
Number of members **excludes** Chairperson			
Lamar & Early College HS only ($200 per member)	2-4	TBD	$200 - $800
	5-10	TBD	$1,000
	11-15	TBD	$1,500
	16-20	TBD	$2,000
	21+	TBD	$2,500
Advanced Placement (AP) Coordinator		5	Based on Membership

University Interscholastic League (UIL) Sponsorship	**# positions (1 per HS)**	**Yearly Stipend**
Coordinator	4	$2,700
Accounting	4	$1,300
Calculator	4	$1,300
Chess (Non-UIL)	4	$1,100
Computer Science	4	$1,300
Congressional Debate	4	$1,300
Copy Editing	4	$1,300
Cross Examination	4	$1,300
Current Events	4	$1,300
Editorial Writing	4	$1,300
Feature Writing	4	$1,300
Headline Writing	4	$1,300
Informative Speaking	4	$1,300
Lincoln Douglas Debate	4	$1,300
Literary Criticism	4	$1,300
Math	4	$1,300
News Writing	4	$1,300
Number Sense	4	$1,300
Persuasive Speaking	4	$1,300
Poetry	4	$1,300
Prose	4	$1,300
Ready Writing	4	$1,300
Robotics	4	$1,300
Science	4	$1,300
Social Studies	4	$1,300
Spelling	4	$1,300
Theatrical Design	4	$1,300
Young Filmmakers	4	$1,300

Extra Curricular Activities	**# positions (1 per HS)**	**Yearly Stipend**
American Sign Language Society	5	600
Art Society/ Club	5	$600
Campus Magazine	5	$600
Citizen Bee	5	$1,000
Crime Stoppers	5	$1,200
French Honor Society	5	$600
Interact Club	5	$600
Masterminds/ Quiz Bowl	5	$900
Mock Trial Coach	5	$1,200
Motion Picture/TV/AV	5	$700
National History Day Coach	5	$1,200
National Honor Society	5	$850
Newspaper	5	$1,000
Spanish National Honor Society	5	$600
Sponsor - Freshman or Sophomore	5	600 each
Sponsor - Junior or Senior	5	1200 each
Student Council	5	$1,200
Thespian Honor Society	5	$600
Yearbook	5	$2,000
JROTC Color Guard	3	$600
JROTC Drill Team (Armed / Unarmed)	3	$600
JROTC Honor Guard	3	$600
JROTC Physical Fitness Team	3	$600
JROTC Rifle	3	$600

Fund 199
Business Budgeted

Notes:

1) Stipends are paid 1/2 in December and 1/2 in May.
2) Stipends are subject to proration based on days worked.

MIDDLE SCHOOL			
Department Chair		**# positions (1 Per MS)**	**Yearly Stipend**
Number of members **excludes** Chairperson			
	3-5	TBD	$700
	6-9	TBD	$1,000
	10-14	TBD	$1,200
	15+	TBD	$1,500

UIL Sponsorship	**# positions (1 Per MS)**	**Yearly Stipend**
Coordinator	6	$1,500
Calculator	6	$800
Chess (Non-UIL)	6	$1,100
Dictionary Skills	6	$800
Duet Acting	6	$800
Impromptu speaking	6	$800
Listening skills	6	$800
Maps, Graphs & Charts	6	$800
Math	6	$800
Modern oratory	6	$800
Number Sense	6	$800
Prose or Poetry	6	$800
Solo Acting	6	$800
Ready Writing	6	$800
Robotics (Non-UIL)	6	$1,100
Science	6	$800
Social Studies	6	$800
Spanish Oral Reading	6	$800
Spelling	6	$800

Extra Curricular Activities	**# positions (1 Per MS)**	**Yearly Stipend**
Cyber Patriot Club	6	$750
Nat'l History OR Citizen Bee	6	$1,200
National Honor Society	6	$700
Publication / Yearbook	6	$1,000
Spelling Bee	6	$600
Student Council	6	$700

Fund 199
Business Budgeted

ELEMENTARY SCHOOL		
	# positions	**Yearly Stipend**
Grade Level Chair (one per GL)	126	$600

UIL Sponsorship	**# positions (1 per ES)**	**Yearly Stipend**
Coordinator	18	$800
Art Smart (Grade 5)	18	$500
Chess (Non-UIL)	18	$1,100
Creative writing (Grade 2)	18	$500
Dictionary skills (Grade 5)	18	$500
Maps, Graphs & Charts (Grade 5)	18	$500
Math (Grades 3-5)	18	$500
Number Sense (Grades 4-5)	18	$500
Oral reading (Grades 3-5)	18	$500
Ready Writing (Grades 3-5)	18	$500
Robotics (Non-UIL)	18	$1,000
Science (Grade 5)	18	$500
Spanish oral reading (Grades 3-5)	18	$500
Spelling (Grades 3-5)	18	$500

Fund 199
Business Budgeted

Extra Curricular Activities	**# positions**	**Yearly Stipend**
High School		
eSports	10	$1,200
Tech Wars Competition Club *	32	$700-$1,200
* Note: $700 - sponsor one event $1200 - sponsor 2 or more events		
Middle School		
eSports	6	$1,200
Elementary		
Little eSports	18	$1,000
Spelling Bee	18	$600

Fund 199
Digital Learning
Department Supplemental

Part-Time Rates

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
PART TIME ATHLETIC PROGRAM RATES

Varsity Football	Hourly Rate
Chain Crew	$45 (flat rate)
Game Manager	$13.00
Bookkeeper	$13.00
Ticket Seller	$12.50
Usher/Ticket taker	$9.75
Gate Keeper (East/West)	$10.25
Spotter	$9.75
Press Box Supervisor	$10.75
25 Second Clock	$12.00
Clock/Scorekeeper	$12.00
Announcer	$100 (per game)

Sub-Varsity Football/Soccer	Hourly Rate
Game Manager	$13.00
Clock	$12.00
Ticket Seller	$12.50
Ticket Taker	$9.75
Gate Keeper	$10.25

Varsity Basketball & Volleyball	Hourly Rate
Ticket Seller	$12.50
Gate Keeper	$10.25

Wrestling	Hourly Rate
Ticket Seller	$12.50

Baseball & Softball	Hourly Rate
Pitch Counter	$35 (per game)
Ticket Seller	$12.50

Other	Hourly Rate
Part Time Coaching: - Non-MISD employee (Deg & Cert, w/ 20+ yrs. exp.) - Non-MISD employee - MISD employee	 $23.00 $10.25 $10.25
Lifeguard (Certified)	$10.25
Ticket Clerk (during the day)	$9.25
MS Summer Recreation Program: - Teacher Coach - Instructional Assistant	 $28.00 $10.25

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
PART TIME RATES
TITLE I, PART A - EVENING STUDY CENTER

	Hourly Rate
Lead Teacher / Program Coordinator	$29
Adult Ed Teacher (degreed)	$28
PT Teacher - Day/Evening classes (Out of District)	$28
Social Worker	$26
Parent and Family Engagement Specialist	$26
PT Parent Educator (non-degreed) - Day/Evening classes (Out of District)	$15
Attendance Clerk	$12
Child Care Aide	$12
Computer Lab Aide	$12

2025 - 2026
PART TIME RATES
SAFE AND SECURE CHILD CARE
(Self Funded Program)

	Hourly Rate (unless noted)
Director / Facilitator	$40
Facilitator (professional)	$28
Nurse	$24
Teacher (certified)	$23
Clerk/Bookkeeper	$10 (Weighted Avg)
Child Care Aide	$10
Student Worker (Coop Students)	$7.25

McALLEN INDEPENDENT SCHOOL DISTRICT
2026-2027
PART TIME RATES

	Hourly Rate
Student Worker (Coop. Student)	$7.25
Part Time (Professional)	Minimum of AE/AM schedule
Part Time Child Nutrition Worker	10.00
Part Time Clerk	$8.00
Part Time Flag Corp	$10.00
Part Time Parent Educator (degreed)	$19.00
Part Time Technology Support Technicians	$12.00
Part Time Testers	$12.50
Substitute Custodian	$10.00
Tutor - out of district (48+ college hrs. req.)	$10.00
Tutor - out of district (Degreed)	$19.00
Tutor - out of district (Degree & Certified)	$23.00

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action of the Adoption of the McAllen Independent School District Budget for Fiscal Year Beginning July 1, 2026 and Ending June 30, 2027

REFERENCE: Goal 4: Financial Priorities; Strategy 7: Fiscal Responsibility

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The Texas Education Code and Board Policy CE requires every local education agency to prepare a budget of anticipated expenditures and revenues on or before June 19th. The budget is to be approved by the District's Board of Trustees no later than June 30th. The official budget is comprised of the General Fund, which includes Food Service, and the Debt Service Fund. The District has administratively opted to officially adopt the Capital Projects Fund budget.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Budgets are estimates of what the District originally anticipates spending in the fiscal year. Budgets serve at least three important functions.
(1) Planning future operations.
(2) Controlling expenditures in accordance with the appropriations approved by the Board of Trustees of the local education agency.
(3) Communicating to Administrators of the District's organizational units the resources set aside for the operations of their respective units.

LEGAL REVIEW:
None Required.

BUDGETARY CONSIDERATIONS:
The fiscal year 2026-2027 budget was developed using a student average daily attendance of 17,522. It was also developed with a tax rate of $0.9322 and tax collection rate of 96%.

RECOMMENDED BOARD ACTION:
That the Board of Trustees approve and adopt the McAllen Independent School District's budgets as follows:

A. Approval and Adoption of the Accelerated Instruction Funds budget of $196,517 for fiscal year beginning July 1, 2026 and ending June 30, 2027.

B. Approval and Adoption of the General Fund budget of $275,245,960 and the Debt Service Fund budget of $12,677,845, for a total budget of $287,923,805 for fiscal year beginning July 1, 2026 and ending June 30, 2027.

Attachment: ☑

SUBMITTED BY: JOEL GARCIA

SUPERVISOR: Lorena Garcia
Lorena Garcia (Jun 15, 2026 10:30:13 CDT)

For further information contact:
Name: Joel Garcia, RTSBA
Office: (956) 618-6016
Email:joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 12:10:00 CDT)

Superintendent of Schools

MCALLEN INDEPENDENT SCHOOL DISTRICT

Budget Summary

General, Debt Service and Capital Projects Funds

2026-2027

		General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
5700	LOCAL REVENUES	$ 81,081,834	$ 12,677,845	$ -	$ 93,759,679
5800	STATE REVENUES	163,549,850	-	-	163,549,850
5900	FEDERAL REVENUES	25,693,429	-	-	25,693,429
7900	OTHER RESOURCES	-	-	-	-
FUND BALANCE CONTRIBUTIONS:					
197	MAINTENANCE TAX NOTES	1,963,400	-	-	1,963,400
199	GENERAL FUND	2,957,447	-	-	2,957,447
599	DEBT SERVICE FUND	-	-	-	-
620	MTN-2020	-	-	-	-
	Total Revenues and Fund Balance	$ 275,245,960	$ 12,677,845	$ -	$ 287,923,805

		General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
11	INSTRUCTION	$ 147,457,112	$ -	$ -	$ 147,457,112
12	INSTRUCTIONAL RES & MEDIA SERV	3,442,659	-	-	3,442,659
13	CURR DEV & INSTRUCTIONAL DEV	4,568,426	-	-	4,568,426
21	INSTRUCTIONAL LEADERSHIP	3,297,552	-	-	3,297,552
23	SCHOOL LEADERSHIP	14,846,367	-	-	14,846,367
31	GUIDANCE COUNSELING AND EVAL	11,579,233	-	-	11,579,233
32	SOCIAL WORK SERVICES	2,021,974	-	-	2,021,974
33	HEALTH SERVICES	2,891,303	-	-	2,891,303
34	STUDENT TRANSPORTATION	5,159,522	-	-	5,159,522
35	FOOD SERVICES	23,991,153	-	-	23,991,153
36	EXTRACURRICULAR ACTIVITIES	10,735,856	-	-	10,735,856
41	GENERAL ADMINISTRATION	7,768,215	-	-	7,768,215
51	FACILITIES MAINT & OPERATIONS	20,979,813	-	-	20,979,813
52	SECURITY AND MONITORING SERV	5,929,416	-	-	5,929,416
53	DATA PROCESSING SERVICES	5,463,447	-	-	5,463,447
61	COMMUNITY SERVICES	98,702	-	-	98,702
71	DEBT SERVICE	3,628,063	12,677,845	-	16,305,908
81	FACILITIES ACQ & CONSTRUCTION	-	-	-	-
95	PYMTS TO JUVENILE JUSTICE	32,200	-	-	32,200
99	OTHER INTERGOVT CHARGES	1,354,947	-	-	1,354,947
8900	OTHER USES	-	-	-	-
	Total Appropriations	$ 275,245,960	$ 12,677,845	$ -	$ 287,923,805

McALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations by Function
Accelerated Instruction Funds
2026-2027

	State Compensatory Fund
11 - INSTRUCTION	148,923
12 - INSTRUCTIONAL RES & MEDIA SERV	-
13 - CURR DEV & INSTRUCTIONAL DEV	26,999
23 - SCHOOL LEADERSHIP	20,595
31 - COUNSEL AND EVALUATION	-
61 - COMMUNITY SERVICES	-
Total Appropriations	196,517

ANNUAL BUDGET
2026 - 2027

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McALLEN
INDEPENDENT SCHOOL DISTRICT

2000 N. 23RD STREET, MCALLEN, TX 78501 | HIDALGO COUNTY
(956) 618-6000 | MCALLENISD.ORG

EXECUTIVE SUMMARY

McALLEN
INDEPENDENT SCHOOL DISTRICT

June 23, 2026

Board of Trustees
McAllen Independent School District
McAllen, Texas

To the Honorable Members of McAllen ISD Board of Trustees:

We are pleased to present the McAllen Independent School District's 2026-2027 Budget Book. Together with the Annual Comprehensive Financial Report (ACFR), this document serves as one of the District's primary tools for communicating its financial plan and reporting the results of operations. This Budget Book was prepared in accordance with the criteria of the ASBO Meritorious Budget Award (MBA) program, which recognizes excellence in school budgeting and transparency.

This document covers the twelve-month period beginning July 1, 2026, and ending June 30, 2027. It is designed to provide timely and comprehensive information about the District's financial condition to support informed decision-making aligned with our educational goals.

In accordance with Texas Education Agency (TEA) financial accountability requirements, the District's official adopted budget includes the General Fund (which includes Food Service) and the Debt Service Fund. The District has also opted to adopt the Capital Projects Fund for enhanced financial transparency. Budgets related to grant programs are approved by their respective granting agencies but are included in this document to present a full picture of District resources.

The District utilizes four governmental fund types: General, Special Revenue, Debt Service, and Capital Projects. These funds are reported using the modified accrual basis of accounting, though the cash basis is used for budgetary purposes.

- The General Fund is the primary operating fund and includes instruction, leadership, and support services. Major revenue sources include state aid and local property taxes.
- The Food Service Fund, included in the General Fund, is used exclusively for child nutrition operations.
- Special Revenue Funds account for legally restricted revenues such as grants and campus activity funds.
- The Debt Service Fund accounts for the repayment of bonded indebtedness.
- The Capital Projects Fund is used for construction and major maintenance funded through bond issues or maintenance tax notes.

The District also maintains two proprietary fund types reported on the accrual basis. Enterprise Funds, including Project SAFE & Secure, operate like a private business and are funded through user fees. Internal Service Funds account for services provided internally on a cost-reimbursement basis.

The 2026-2027 budget reflects two significant developments for the District. In May 2026, the District completed a cash defeasance of its remaining bonded debt, retiring $8,825,000 in outstanding Unlimited Tax Refunding Bonds, Series 2020A and Taxable Series 2020B. This action eliminates the District's legacy debt obligations and positions McAllen ISD to enter the new bond program debt-free. On May 2, 2026, voters approved Proposition A, a $335,000,000 bond program with no anticipated increase to the current overall tax rate of $0.9322. The bond addresses facility upgrades, safety and security improvements, CTE and fine arts expansions at all three comprehensive high

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schools, cafeteria modernizations, classroom additions, and districtwide HVAC, roofing, and infrastructure replacements across the District's campuses.

The 2026-2027 budget is also developed against a backdrop of a modest enrollment decline, with projected enrollment of 19,203 students compared to 19,435 in 2025-2026. Average daily attendance through the fifth six weeks of 2025-2026 is 17,721, with a projected average daily attendance of 17,522 for 2026-2027. These trends are reflected in revenue projections and staffing allocations throughout the document.

The District faces several financial challenges heading into 2026-2027. Declining enrollment directly reduces state funding under the Foundation School Program, as average daily attendance is the primary driver of formula revenue. Federal funding, which has supported a number of District programs in recent years, remains uncertain and is not guaranteed year to year. The District also continues to monitor the long-term impact of legislative changes to the tax base. Senate Bill 4 of the 89th Legislature increased the homestead exemption from $100,000 to $140,000, with a hold-harmless provision reimbursing districts for lost revenue. House Bill 9, also enacted in June 2025, increases the business personal property tax exemption from $2,500 to $125,000 effective for tax year 2026 with no such hold-harmless provision, meaning any reduction in taxable business personal property values directly reduces local revenue with no state reimbursement. The Hidalgo County Appraisal District's preliminary appraisal roll as of May 11, 2026 reflects sufficient growth to offset this impact in the near term, though the cumulative effect warrants close attention in future budget cycles.

We extend our gratitude to the members of the Board of Trustees for their guidance and support in planning and conducting the financial operations of McAllen Independent School District in a responsible and student-centered manner. We also recognize the dedicated work of the Business Services team in preparing this document.

Respectfully submitted,

Dr. René Gutiérrez
Superintendent of Schools

Lorena Garcia
Deputy Superintendent for Business and Operations

Joel Garcia, RTSBA
Chief Financial Officer

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ASSOCIATION OF SCHOOL BUSINESS OFFICIALS INTERNATIONAL

This Meritorious Budget Award is presented to:

MCALLEN INDEPENDENT SCHOOL DISTRICT

for excellence in the preparation and issuance of its budget
for the Fiscal Year 2025–2026.

The budget adheres to the principles and standards
of ASBO International's Meritorious Budget Award criteria.

DRAFT

Ryan S. Stechschulte
President

James M. Rowan, CAE, SFO
CEO/Executive Director

BUDGET INTRODUCTION

The 2026-2027 Budget Book for McAllen Independent School District represents the District's official financial plan for the fiscal year beginning July 1, 2026, and ending June 30, 2027. This document outlines the allocation of financial resources necessary to:

- Support a competitive compensation plan for employees
- Sustain day-to-day operations and long-term facility needs
- Fund high-quality educational programs across thirty-one campuses

This budget reflects the District's ongoing commitment to fiscal responsibility, operational transparency, and alignment with student-centered goals. The budget was developed in accordance with Texas Education Agency (TEA) guidelines and local Board policy, and it is structured to meet the requirements of the ASBO Meritorious Budget Award (MBA) program.

DOCUMENT STRUCTURE

The Budget Book is organized into four major sections, each designed to provide stakeholders with clear and actionable financial information:

- Executive Summary - Offers a high-level overview of the entire budget. This section highlights critical financial metrics, summarizes key changes, and introduces the strategic themes guiding resource decisions.
- Organizational Section - Describes the framework for budget development and administration. It includes the District's mission, vision, strategic goals, governance structure, and policy context.
- Financial Section - Presents detailed budget schedules, revenue and expenditure trends, historical comparisons, fund balance projections, and analysis of material changes affecting the District's financial outlook.
- Informational Section - Provides long-term contextual data including student enrollment, staffing allocations, tax base trends, capital planning, and performance metrics to inform strategic planning.

VISION AND MISSION

It is the Mission of McAllen Independent School District to educate all students to be creative and digital thinkers who impact a global society, through the Vision of being an inclusive community where all students are empowered to reach their full potential.

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STRATEGIC PLAN

The District's strategic planning and budget alignment are guided by the Approaches to Leadership and Learning Model. This framework integrates measurable goals, strategic priorities, and operational benchmarks to ensure that every dollar supports student outcomes and organizational excellence.

DISTRICT GOALS

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

STRATEGIC APPROACHES

1. Communication
2. Experienced Staff
3. Culture
4. Learning Experiences
5. Partnerships
6. Preparedness
7. Fiscal Responsibility

SUCCESSFUL SCHOOLS MODEL

- Academic Achievement
- Community Engagement
- High Expectations
- Future Focused
- Effective Leadership
- State-of-the-Art Facilities
- Teamwork

This model guides how the District allocates resources, measures performance, and maintains accountability. Budget planning at McAllen ISD connects funding decisions directly to instructional priorities, workforce development, and long-term fiscal sustainability. Every element of this document reflects the District's commitment to transparency, equity, and student achievement.

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BUDGET PROCESS

The McAllen Independent School District's budget is developed through a structured process grounded in federal, state, and local guidelines. The process begins in January of each year and culminates with final budget adoption by the Board of Trustees no later than June 30, in accordance with Texas Education Code requirements.

The annual budget serves as the District's financial framework, aligning funding with instructional goals, operational needs, and long-term priorities. A strong emphasis is placed on stakeholder input, enrollment forecasting, fiscal discipline, and compliance with TEA and ASBO standards. The budget development calendar, included in this document, outlines key milestones and deadlines governing this process.

PHASES OF THE BUDGET CYCLE

The budget process is comprised of three major phases: Development, Implementation, and Monitoring.

1. **Budget Development** - This phase establishes the foundation for the financial plan. Key priorities include:
    a. Alignment with District goals and the Approaches to Leadership and Learning Model.
    b. Maintaining a healthy fund balance for fiscal stability.
    c. Capping total payroll costs (excluding on-behalf TRS contributions) at no more than 80% of the total budget.
    d. Providing a competitive compensation plan for all staff.
    e. Preserving a consistent property tax collection rate.
    f. Ensuring stable per-student expenditure levels.
    g. Preparing for budget contingencies.
2. **Budget Implementation** - Once adopted, the budget is integrated into operational systems and campus planning. Funding allocations reflect enrollment-based needs, strategic staffing decisions, and planned initiatives that support the District's mission, vision, and goals.
3. **Budget Monitoring** - The District prepares and presents quarterly financial reports comparing actual expenditures to the adopted budget. This phase ensures transparency, facilitates mid-year adjustments, and supports compliance with state law, local board policy, and federal requirements.

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BUDGET DEVELOPMENT KEY DATES

Date	Milestone
January 20, 2026	Final Budget Calendar Approval
January 31, 2026	Preliminary State Property Values Released
February 9, 2026	Staffing & Compensation Planning Discussion
March 25, 2026	Finalization of Staffing Levels
April 10, 2026	Entry of Budget Data Begins Budget Training for Campus/Department Staff
April 24, 2026	Federal Program Budgets — Input Complete Campus, Department, and State/Local Budgets — Input Complete
April 30, 2026	Preliminary Certified Property Tax Values Issued
June 23, 2026	Board of Trustees Approves 2026-2027 Budget
July 25, 2026	Certified Local Property Tax Values Released
September 22, 2026	Board Adopts 2025 School Tax Rate

CAMPUS ALLOTMENTS

Each campus receives a per-pupil allotment that is used to fund supplies, instructional materials, equipment, and other operational needs. Allotments are calculated based on projected student enrollment and are integrated into the District's centralized budget to ensure equity and alignment with academic priorities.

	2025-2026	2026-2027
High Schools	$90	$90
Alternative Schools	$140	$140
Middle Schools	$75	$75
Elementary Schools	$60	$60

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REVENUE AND EXPENDITURE KEY FACTORS

This section outlines the primary factors shaping the development of McAllen ISD's 2026-2027 operating budget. Projections reflect the most current available data, conservative forecasting practices, and the District's commitment to long-term financial sustainability. Where data is not yet finalized, placeholders are included.

REVENUES

1. Enrollment Trends

Student enrollment continues to decline gradually. Enrollment is projected at 19,203 students with an Average Daily Attendance (ADA) of approximately 17,522 for 2026-2027, compared to 19,435 enrolled and 17,721 ADA in 2025-2026. Because ADA is the primary driver of state funding under the Foundation School Program (FSP), this continued decline directly reduces formula revenue. The District monitors enrollment on a six-week cycle and adjusts staffing and allocations accordingly.

2. State Funding

State revenues represent the largest revenue source in the General Fund. For 2026-2027, state funding is projected to decrease modestly due to declining ADA. The District's Foundation School Program entitlement is also affected by annual changes to the Maximum Compressed Rate (MCR) and Tier II guaranteed yield calculations. While legislative increases to state-funded compression reduce local tax burden, they shift a greater share of funding responsibility to the state, creating year-to-year variability. The District continues to monitor TEA funding guidance and any prospective changes from the upcoming 90th Texas Legislature for 2027-2028.

3. Property Values and Local Revenue

Based on the Hidalgo County Appraisal District's preliminary appraisal roll as of May 11, 2026 (Run ID 4812), overall taxable property values increased compared to the prior year, providing a partial offset to enrollment-driven revenue declines. Final certified values are expected July 25, 2026, and will be incorporated into the adopted budget.

Two legislative measures continue to affect the District's taxable base:

a. Senate Bill 4 (SB 4) (89th Legislature) increased the state-mandated homestead exemption from $100,000 to $140,000. SB 4 includes a hold-harmless provision, meaning the state reimburses the District for revenue lost due to the expanded exemption.

b. House Bill 9 (HB 9) (89th Legislature) increased the business personal property tax exemption from $2,500 to $125,000, effective for tax year 2026. Unlike SB 4, HB 9 contains no hold-harmless provision. Any resulting reduction in taxable business personal property values directly reduces local revenue with no state reimbursement. While the May 2026 preliminary appraisal roll reflects values sufficient to absorb the near-term impact, the cumulative effect of this exemption warrants monitoring in future budget cycles.

4. Tax Rate

The 2026-2027 proposed rate is:

Component	**Rate**
Tier 1 Maintenance and Operations (M&O) (MCR)	$0.6254
Tier 2 M&O	$0.1700
Total M&O	$0.7954
Interest and Sinking (I&S)	$0.1368
Total Tax Rate	**$0.9322**

Final rate adoption is scheduled for September 22, 2026. The District assumes a 96% collection rate, consistent with historical trends.

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5. Federal Revenue

Federal revenues for operating funds are projected at $25,693,429 for 2026-2027. Federal funding is not guaranteed from year to year and is subject to congressional appropriation decisions.

6. Interest Earnings and Other Sources

Interest income is projected below prior-year peaks, reflecting the current interest rate environment. No other financing sources are budgeted for 2026-2027. The District manages available cash through conservative investment strategies in compliance with the Public Funds Investment Act.

7. School Health and Related Services Revenue

School Health and Related Services (SHARS) revenues remain subject to volatility due to Medicaid reimbursement cycle variability and prior-year settle-up adjustments. These revenues are treated as non-recurring and are not used to support recurring expenditures.

EXPENDITURES

1. Payroll and Compensation

Employee compensation is the largest single expenditure across operating funds. Total payroll costs, including Teacher Retirement System (TRS) on-behalf contributions, are $229,673,815, representing 79.8% of total operating expenditures.

The 2026-2027 compensation plan includes the following proposed adjustments:

Component	Detail
Hourly Employees	3% increase from midpoint
Teachers	1.5% increase from midpoint
Non-Teaching Professional Staff	1% increase from midpoint
Market and Equity Adjustments	$627,498
Proposed Stipends	$148,450
Proposed New Positions	$178,783

Market and equity adjustments target the following roles: Behavioral Strategist, Coach, Instructional Support Officer, Librarians, Coordinators and Facilitators for School Improvement at the middle and high school level and Instructional Technology, Supervisors of Special Education, Coordinators of Advanced Academics and Fine Arts, Assistant Principals, Deans of Instruction, and Counselors.

Staffing levels are assessed regularly based on enrollment trends, campus schedules, and academic programming. The District evaluates each vacant position for necessity and alignment with strategic goals, reduces positions through natural attrition where feasible, and reviews support roles for potential consolidation or efficiency improvements.

2. Instructional and Programmatic Priorities

The 2026-2027 budget emphasizes expenditures that directly support teaching and learning. Key areas of investment include curriculum alignment and instructional materials, intervention and enrichment tools for at-risk and advanced learners, data-driven academic technology solutions, college, career, and military readiness initiatives, and professional development for instructional staff. Expenditures that are not essential to the direct instructional process are reviewed annually and adjusted as necessary to prioritize academic outcomes.

3. Professional and Contracted Services

Professional and contracted services are budgeted at $13,425,177. Utility costs, including water, telephone, electricity, and natural gas, total $5,764,862 and represent the largest driver within this category. Remaining contracted services expenditures cover professional service agreements and other operational contracts.

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4. Operational Efficiency and Cost Controls

McAllen ISD continues to pursue cost efficiencies across departments to redirect resources to student-facing priorities. Operational strategies include contract reviews and vendor renegotiations, energy conservation and utility savings initiatives, streamlined purchasing practices and interlocal agreements, and strategic use of technology to reduce manual processes and recurring expenses. All non-instructional expenditures are subject to ongoing cost-benefit analysis to ensure fiscal efficiency and alignment with the District's long-term financial plan.

5. Health, Safety, and Student Well-Being

In alignment with funding provided through House Bill 2 (HB 2), the 2026-2027 budget includes targeted investments in student health, safety, and wellness. Key investments include enhanced campus security personnel and infrastructure, mental health and counseling services, health services and nurse staffing at all campuses, and emergency preparedness resources and protocols. These investments reflect the District's commitment to providing safe, supportive environments that foster academic success and student well-being.

6. Debt Service – General Obligation Bonds

General obligation bond debt service is budgeted within the Debt Service Fund. In 2025-2026, the District completed a cash defeasance of $8,825,000 in outstanding bonds, retiring that debt ahead of schedule and reducing long-term interest obligations.

In May 2026, voters approved Proposition A, authorizing $335 million in general obligation bonds to fund facility improvements and capital needs across the District. The District anticipates issuing the first tranche of bonds in September 2026. Because the debt service schedule associated with Proposition A bond issuances has not yet been finalized, the 2026-2027 debt service budget and debt service schedule reflect a projection based on currently available information. Actual debt service obligations will be updated following each bond issuance.

7. Debt Service – Maintenance Tax Notes

Maintenance tax note obligations are accounted for within the General Fund. The 2026-2027 budget includes $1,963,400 drawn from fund balance to cover tax note payments.

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GENERAL FUND COMPARISON

General Fund revenues are proposed to decrease by $7,319,732, or 2.64%, in 2026-2027, totaling $270,325,113. Local revenues increase slightly as modest growth in taxable property values partially offsets the continued impact of tax rate compression and the homestead exemption. State revenues decline due to decreasing enrollment and average daily attendance, which reduce the District's weighted ADA-driven entitlement under the Foundation School Program. The 2025-2026 forecasted state revenue figure also reflects adjustments from property value audit results for fiscal years 2022-2023 and 2025-2026, which temporarily elevated the prior year base and amplifies the year-over-year decrease. Federal revenues decrease modestly, reflecting normalized program allocations. Other Sources are not budgeted, as prior year amounts represented one-time transfers that are not recurring.

General Fund Revenue Sources Comparison

	Forecasted Actuals 2025-2026	Proposed Budget 2026-2027	Percentage Change
Local Sources	$ 80,039,354	$ 81,081,834	1.30%
State Sources	168,023,922	163,549,850	-2.66%
Federal Sources	26,986,195	25,693,429	-4.79%
Other Sources	2,595,374	-	-100.00%
Total	**$ 277,644,845**	**$ 270,325,113**	**-2.64%**

General Fund expenditures are proposed to decrease by $26,293,626, or 8.72%, in 2026-2027, totaling $275,245,960. Payroll costs increase by 1.28%, reflecting proposed compensation adjustments offset by ongoing workforce reduction through attrition. Professional and contracted services, supplies and materials, and other operating expenses all decrease due to cost containment efforts across the district. Debt service drops sharply following the retirement of the district's 2011 Qualified School Construction Note in 2025-2026. Capital outlay declines substantially, reflecting the completion of major equipment and facility purchases in 2025-2026.

General Fund Expenditures by Object Comparison

	Forecasted Actuals 2025-2026	Proposed Budget 2026-2027	Percentage Change
Payroll Cost	$ 226,772,389	$ 229,673,815	1.28%
Professional and Contracted Services	14,504,782	13,425,177	-7.44%
Supplies and Materials	22,249,879	21,645,185	-2.72%
Other Operating Expenses	7,386,524	5,898,328	-20.15%
Debt Service	21,519,865	3,628,063	-83.14%
Capital Outlay	7,857,948	975,392	-87.59%
Other Uses	1,248,199	-	-100.00%
Total	**$ 301,539,586**	**$ 275,245,960**	**-8.72%**

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HIGH SCHOOLS RANKED AMONG AMERICA'S BEST SCHOOLS FOR 11TH YEAR IN A ROW BY US NEWS & WORLD REPORT!

WE ARE ALL IN!

OFFERING CHOICE: MCALLEN ISD STUDENTS CAN EARN COLLEGE CREDIT, AN ASSOCIATES DEGREE, & MORE THAN 40 PROFESSIONAL LICENSES AND CERTIFICATIONS!

POST-SECONDARY READINESS DISTINCTION 2025 WINNER

NATIONAL BEST COMMUNITY FOR MUSIC EDUCATION WINNER 14 YEARS IN A ROW (TOP 7% OF DISTRICTS NATIONWIDE)!

WE ARE ALL IN!

EXCELLENT TEACHERS: 23 REGIONAL OR STATE TEACHERS OF THE YEAR IN THE LAST 35 YEARS!

MCALLEN ISD
A STATE 'A' RATED DISTRICT IN 2025

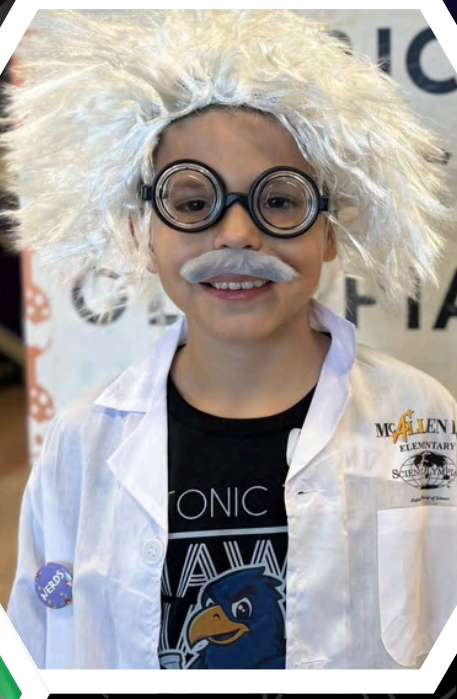
WE ARE ALL IN!

GOOD STEWARDS OF PUBLIC DOLLARS: SCHOOL FIRST FINANCIAL INTEGRITY AWARD WINNER 22 TIMES IN THE LAST 23 YEARS!

STUDENT ATHLETES COMPETING FOR REGIONAL, STATE AND EVEN NATIONAL TITLES

WE ARE ALL IN!

ORGANIZATIONAL SECTION



McALLEN INDEPENDENT SCHOOL DISTRICT

WHERE IS MCALLEN ISD?

McAllen is located on the southern tip of Texas. In 1904 the Hidalgo and San Miguel Extension (now the Sam Fordyce Branch) of the St. Louis, Brownsville and Mexico Railway reached the Santa Anita Ranch, now known as McAllen. John McAllen and his son James donated land to the railroad to guarantee it would cross their land. On December 5, 1904, the McAllen Townsite Company was formed by Uriah Lott, Leonidas C. Hill, Sr., John McAllen, James Ballí McAllen, and John J. Young. The new community, which was named after John McAllen, had the depot nearest the county seat, Hidalgo, eight miles to the south.

By 1911, 5,000 acres were under cultivation in East McAllen with produce consisting of cotton, alfalfa, broom corn, citrus fruits, grapes, and figs. East McAllen had an estimated population of 1,000 that year, and West McAllen had ceased to exist. In 1911 the town applied for and was issued a charter of incorporation under the name McAllen.

In 1941 a suspension bridge replaced the old bridge to Reynosa Tamaulipas; the new toll bridge was purchased by the city and was officially called the McAllen-Hidalgo-Reynosa International Bridge. Its construction resulted in an increased tourist trade that made McAllen a winter resort and port of entry to Mexico.

Today, McAllen is one of the fastest growing cities in America. It has grown from an agricultural based economy to a strong retail, manufacturing and trade center. According to the 2020 census, McAllen had a population of 142,210. Per the McAllen Chamber of Commerce as of June 30, 2025, McAllen's population has grown to 151,534. As McAllen continues to grow, it has remained affordable. The average cost of a home in McAllen is $229,034, while a two bedroom, two bath apartment rents for $1,076. The cost of living in McAllen is 19% percent lower than the national average.

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WHO IS MCALLEN ISD

In 1908, one teacher began instruction in a one room frame structure to twenty pupils of all grades. More and more children were enrolling in school that it soon became overcrowded and the common school was then transferred to the Presbyterian Church on the corner of 12th and Austin Street. They were taught the fundamental courses such as reading, writing, arithmetic, grammar and geography.

The question of making McAllen an independent school district arose. On March 22, 1915, the Texas Legislature passed an act allowing McAllen to become an independent school district. The District included the town of McAllen and the lands that were adjacent to it. With the creation of this District a unified effort was made by everyone in McAllen in educating the children.

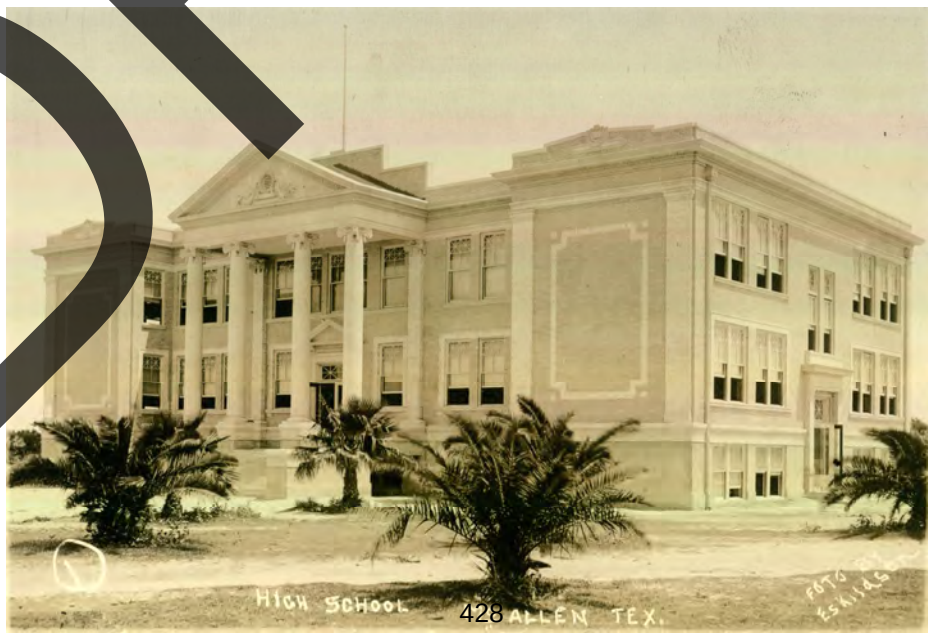
Today, McAllen ISD is one of the largest school districts in the Rio Grande Valley. The District serves students from Early Education through Grade 12 across 31 campuses, including 18 elementary schools, 6 middle schools, 3 high schools, 1 early college high school, 1 collegiate academy, 1 alternative education campus of choice, and 1 alternative education discipline campus.

BASIC FACTS

- 19,435 Students
- 31 Campuses
- 3,245 Employees
- 1,459 Teachers

DEMOGRAPHICS

- 93.06% Hispanic
- 55.41% At-Risk
- 67.95% Economically Disadvantaged
- 30.02% Limited English Proficient



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2026

2027

McALLEN INDEPENDENT SCHOOL DISTRICT

SCHOOL CALENDAR

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JULY 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST 2026

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

SEPTEMBER 2026

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER 2026

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY 2027

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

FEBRUARY 2027

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH 2027

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2027

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY 2027

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

JUNE 2027

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

REPORTING PERIODS

FIRST DAY OF SCHOOL - August 17, 2026

Fall Semester

1st Six Week	August 17, 2026 TO September 25, 2026	(29 Days)
2nd Six Weeks	September 28, 2026 TO October 30, 2026	(24 Days)
3rd Six Weeks	November 2, 2026 TO December 18, 2026	(30 Days)
		Total (83 Days)

Spring Semester

4th Six Weeks	January 13, 2027 TO February 19, 2027	(27 Days)
5th Six Weeks	February 22, 2027 TO April 9, 2027	(28 Days)
6th Six Weeks	April 12, 2027 TO June 2, 2027	(37 Days)
		Total (92 Days)

83 Days (Fall) + 92 Days (Spring) = 175 Instructional Days

LAST DAY OF SCHOOL - June 2, 2027

REPORT CARDS (WEEK OF)

September 28, 2026
November 2, 2026
January 13, 2027
February 22, 2027
April 12, 2027
June 2, 2027

PROFESSIONAL LEARNING DAYS

August 4-7; 10-11; 13, 2026	(7 Days)
January 11, 2027	(1 Day)

TEACHER WORKDAYS

August 12, 2026 & August 14, 2026	(2 Days)
January 12, 2027 & June 3, 2027	(2 Days)

TEACHER PLANNING HALF DAYS

September 25, 2026	1/2 Day
October 30, 2026	1/2 Day
December 18, 2026	1/2 Day
February 12, 2027	1/2 Day
March 12, 2027	1/2 Day

WEATHER MAKE-UP DAYS

October 12, 2026	1 Day
February 15, 2027	1 Day

STAFF / STUDENT HOLIDAYS

September 7, 2026	Labor Day
November 23 - 27, 2026	Thanksgiving Break
December 21, 2026 - January 8, 2027	Winter Break
March 15 - 19, 2027	Spring Break
March 26, 2027 & March 29, 2027	Easter Break
May 31, 2027	Memorial Day

STUDENT EARLY RELEASE DAYS

September 25, 2026
October 30, 2026
December 18, 2026
February 12, 2027
March 12, 2027

GRADUATION DATES

Thursday, June 3, 2027	Lamar Academy
Thursday, June 3, 2027	Achieve Early College High School
Thursday, June 3, 2027	McAllen High School
Friday, June 4, 2027	McAllen Memorial High School
Friday, June 4, 2027	James "Nikki" Rowe High School

STATE ASSESSMENT SCHEDULE (DATES SUBJECT TO CHANGE)

November 30 - December 11, 2026	STAAR ASSESSMENT WINDOW: ALGEBRA I, ENGLISH I, ENGLISH II, BIOLOGY, U.S. HISTORY, ALL MAKE-UP SESSIONS
February 15 - March 26, 2027	TELPAS ASSESSMENT WINDOW: GRADES K-12 LISTENING, SPEAKING, READING, WRITING
February 15 - March 26, 2027	TELPAS ALTERNATE ASSESSMENT WINDOW: GRADES 2-12 LISTENING, SPEAKING, READING, WRITING
March 15 - April 16, 2027	STAAR ALTERNATE 2 ASSESSMENT WINDOW: GRADES 3 - 8 AND EOC ASSESSMENTS
April 5 - April 16, 2027	STAAR ASSESSMENT WINDOW: GRADES 3 - 8 READING LANGUAGE ARTS, ENGLISH I, ENGLISH II, ALL MAKE-UP SESSIONS
April 12 - April 23, 2027	STAAR ASSESSMENT WINDOW: GRADE 5 SCIENCE, GRADE 8 SCIENCE, GRADE 8 SOCIAL STUDIES, BIOLOGY, U.S. HISTORY, ALL MAKE-UP SESSIONS
April 19 - April 30, 2027	STAAR ASSESSMENT WINDOW: GRADES 3 - 8 MATHEMATICS, ALGEBRA I, ALL MAKE-UP SESSIONS
June 14 - June 25, 2027	STAAR ASSESSMENT WINDOW: ALGEBRA I, ENGLISH I, ENGLISH II, BIOLOGY, U.S. HISTORY, ALL MAKE-UP SESSIONS

LEGEND

[[ ]] Begin / End Semester ◇ Student Early Release / Teacher Planning ● District Holiday ■ P. L. Day
[ ] Begin / End Grading Period △ Weather day ○ Report Cards (Week of) - - - - - State Assessments □ T. W. Day

Official Map

McALLEN
INDEPENDENT SCHOOL DISTRICT

2000 North 23rd Street
McAllen, Texas 78501-6126
(956) 618-6000

ELEMENTARY SCHOOLS

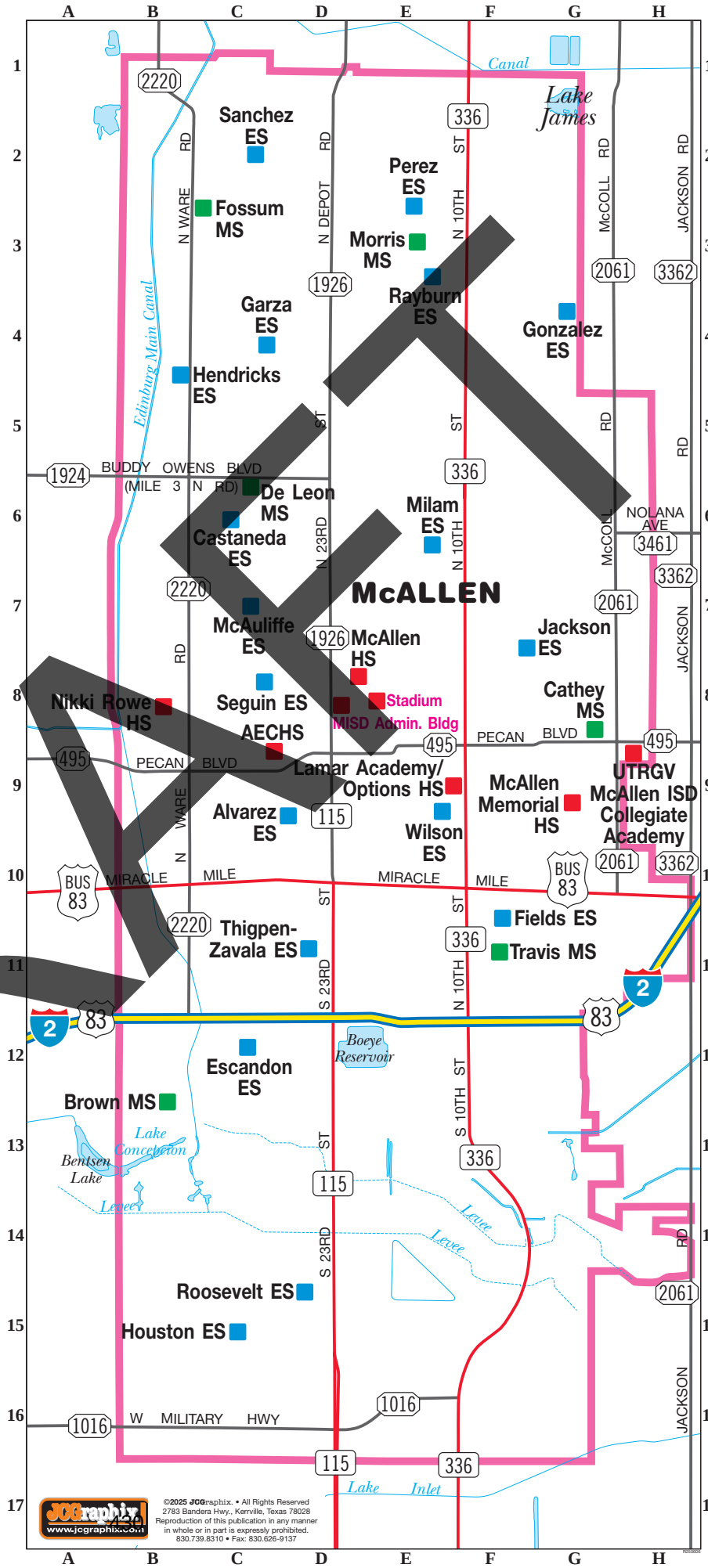
Alvarez D-9
Escandon C-12
Castaneda C-6
Fields F-11
Garza C-4
Gonzalez G-4
Hendricks B-4
Houston C-15
Jackson F-7
McAuliffe C-7
Milam E-6
Perez E-3
Rayburn E-3
Roosevelt D-15
Sanchez C-2
Seguin C-8
Thigpen-Zavala D-11
Wilson E-9

MIDDLE SCHOOLS

Brown B-13
Cathey G-8
De Leon C-6
Fossum C-3
Morris E-3
Travis F-11

HIGH SCHOOLS

Lamar Academy/Options High F-9
McAllen High D-8
Memorial High G-9
Nikki Rowe High B-8
M.I.S.D. Administration Building . . . D-8
McAllen Memorial Stadium E-8
Achieve Early College High School (AECHS) C-9
UTRGV McAllen ISD Collegiate Academy H9



McALLEN ISD

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.

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WE ARE ALL IN!

McALLEN ISD

Goals

1. Student Achievement/Student Focus

2. People Development

3. Facility Priorities

4. Financial Priorities

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WE ARE ALL IN!

District Goals Alignment

Department	Student Achievement / Student Focus	People Development	Facility Priorities	Financial Priorities
701 Superintendent's Office	●	●	●	●
702 Board of Trustees	●	●	●	●
714 Department of Marketing and Communications	●	●		
717 Strategic Partnership and Student Outreach	●	●		●
727 Department of Human Resources		●		
728 Department of Employee Benefits		●		
729 Department of Purchasing				●
730 Department of Business Services				●
732 Department of Internal Audit		●		●
734 Department of Accounting				●
735 Department of Payroll				●
737 Deputy Superintendent for Business & Operations	●		●	●
738 Department of Legal Counsel	●	●	●	●
800 Warehouse/Fixed Assets				●
801 Police Department	●	●	●	●
802 Division of Instructional Services	●			
803 Department of Student Support Services	●			
804 Department of Athletics	●	●	●	●
805 Department of Fine Arts	●			
806 Office of Assessment	●			
807 Department of Technology	●	●	●	●
808 Facilities Maintenance & Operations			●	
809 Department of Transportation	●			
810 Department of Food Services	●			●
811 Department of Instructional Technology	●			
812 Department of Media Services	●	●	●	●
813 Department of Library Services	●			
814 Department of Special Education Services	●	●		
815 Department of Health Services	●			
817 Department of Special Services	●			
819 Department of Research and Policy	●	●	●	●
821 Instructional Leadership	●			
822 Department of Student Operations	●	●		●
823 Department of Counseling	●			
824 Department of 504/RTI/Dyslexia	●			
825 Department of Bilingual	●			
826 Department of Advanced Academics	●			
827 Department of Career and Technology	●			
828 Department of Migrant Programs	●			
830 Professional Development and Literacy	●			
831 Department of Accountability	●			

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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.

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District Strategies Alignment

Department	Communication	Experienced Staff	Culture	Learning Experiences	Partnerships	Preparedness	Fiscal Responsibility
701 Superintendent's Office	●	●	●	●	●	●	●
702 Board of Trustees	●	●	●	●	●	●	●
714 Department of Marketing and Communications	●						
717 Strategic Partnership and Student Outreach	●				●		●
727 Department of Human Resources		●					
728 Department of Employee Benefits		●					
729 Department of Purchasing							●
730 Department of Business Services							●
732 Department of Internal Audit		●	●		●		●
734 Department of Accounting							●
735 Department of Payroll							●
737 Deputy Superintendent for Business & Operations	●		●	●	●		●
738 Department of Legal Counsel	●	●	●	●	●	●	●
800 Warehouse/Fixed Assets							●
801 Police Department	●	●	●		●		●
802 Division of Instructional Services			●	●		●	
803 Department of Student Support Services	●						
804 Department of Athletics	●	●			●		●
805 Department of Fine Arts		●	●	●		●	
806 Office of Assessment			●	●		●	
807 Department of Technology	●	●	●	●	●	●	●
808 Facilities Maintenance & Operations							
809 Department of Transportation	●	●	●				●
810 Department of Food Services					●		●
811 Department of Instructional Technology			●	●		●	
812 Department of Media Services	●	●	●	●	●	●	●
813 Department of Library Services			●	●	●	●	●
814 Department of Special Education Services		●	●	●	●	●	
815 Department of Health Services					●		
817 Department of Special Services			●	●		●	
819 Department of Research and Policy	●	●	●	●	●	●	●
821 Instructional Leadership			●	●		●	
822 Department of Student Operations							●
823 Department of Counseling			●	●		●	
824 Department of 504/RTI/Dyslexia			●	●		●	
825 Department of Bilingual			●	●		●	
826 Department of Advanced Academics			●	●		●	
827 Department of Career and Technology			●	●		●	
828 Department of Migrant Programs			●	●		●	
830 Professional Development and Literacy			●	●		●	
831 Department of Accountability			●	●		●	

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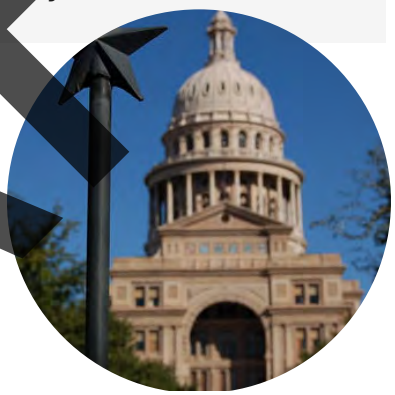
BUDGET PLANNING

The policy-making functions of the District lie with a seven-member Board of Trustees (the Board), each of which is elected from an at-large member district for four-year staggered terms. The Board is not included in any other reporting entity as defined by GASB 14. Serving without compensation, Board members establish the policies by which schools operate. In carrying out the task of setting policy, the Board identifies needs and establishes priorities for the school system, allocates financial and human resources, and determines the priority areas.

On an annual basis, the District presents the Board of Trustees with the proposed budgets for the General Operating Fund, which includes the Food Service Fund, and the Debt Service Fund for approval as required by the Texas Education Code and as described in the Texas Education Agency's Financial Accountability Systems Resource Guide. The District has administratively opted to officially adopt the Capital Projects Fund. The proposed budget is presented to the Board summarized at the function level for each of the funds above. The Board is required to hold a public hearing on the proposed budget and to adopt a final budget no later than June 30. The District's purpose in the presentation of the budget data is to improve the quality of information provided to the Board of Trustees and to the community.

The District's purpose in the presentation of the budget data is to improve the quality of information provided to the Board of Trustees and to the community.



Governmental Funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. This basis of accounting recognizes revenues in the accounting period in which they become available and measurable. Expenditures are recognized when the related fund liability is incurred. For budgetary purposes, the cash basis of accounting is used. This basis of accounting recognizes revenue when it is received and expenses when they are paid.

House Bill 5, 83rd Legislative Session, added new TEC §28.0217 to require each school district to provide accelerated instruction in the applicable subject area each time a student fails to perform satisfactory on an end-of-course (EOC) assessment instruction. Accelerated instruction may require participation of the student before or after normal school hours and may include participation at times of the year outside normal school operations.

House Bill 5 amended TEC §29.081 requiring the District to separately budget and prioritize state compensatory education funding and any other funding necessary to sufficiently support the cost of additional accelerated instruction for students who fail to perform satisfactory on an EOC assessment instrument. State compensatory education funds cannot be used for any other purpose until the District has sufficiently funded additional accelerated instruction. Physical adoption of the Accelerated Instruction budget for EOC failed students must precede the budget adoption for state compensatory education funds.

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After adoption of the budget, the appropriation amounts are entered into the District's accounting and encumbrance system and monitoring of the expenditures and encumbrances in relation to the approved budget begins.

Budget managers have the authority to approve budget amendments anytime during the year. A budget transfer is the movement of appropriations between budget line items. A budget revision is the addition to revenue and expense budgets or a transfer to/from fund balance. Any budget amendments requested by budget managers require Board approval.

The entire budget is planned and prepared to meet all four goals and seven strategies. Each goal supports the Strategic Plan; therefore budget is not defined or measured by each goal but as a whole unit. In order to achieve these goals, the District must plan, prepare and evaluate the budget process in order to ensure that the appropriate dollar amount is allocated.

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BUDGET PROCESS

GOAL 4, STRATEGY 7: FINANCIAL PRIORITIES

The Superintendent manages a budget development, implementation, and monitoring process that reflects sound business and fiscal practices that support District goals.

BUDGET DEVELOPMENT

- Budget Plan aligns with Board Fund Balance and Cash Flow priorities,
- Provide for a Reasonable Staff Compensation Plan,
- Maintain a Reasonable Tax Collection Rate,
- Provide for Stable Expenditures per Pupil, and
- Contingency Planning.

BUDGET IMPLEMENTATION

- Recommended budget is in line with established assumptions and District priorities.

BUDGET MONITORING

- Provide quarterly financial reports showing implementation compared to adopted budget.
- Provide information that includes evidence that District practices are sound, cost effective, and consistent with District policy and law.

SOUND BUSINESS AND FISCAL PRACTICES

- End of year results that are generally consistent with adopted budget.
- Administrative procedures instituted to increase operational efficiency, customer service, and reduce the risk of fraud.
- Provides additional transparency to public education finance and meaningful financial oversight and improvement for school districts.

SUPPORT DISTRICT GOALS

- Maintain financial stability in the District to achieve the most effective and efficient use of taxpayer dollars, while maintaining excellent academic, extracurricular programs, technology and facility improvements.

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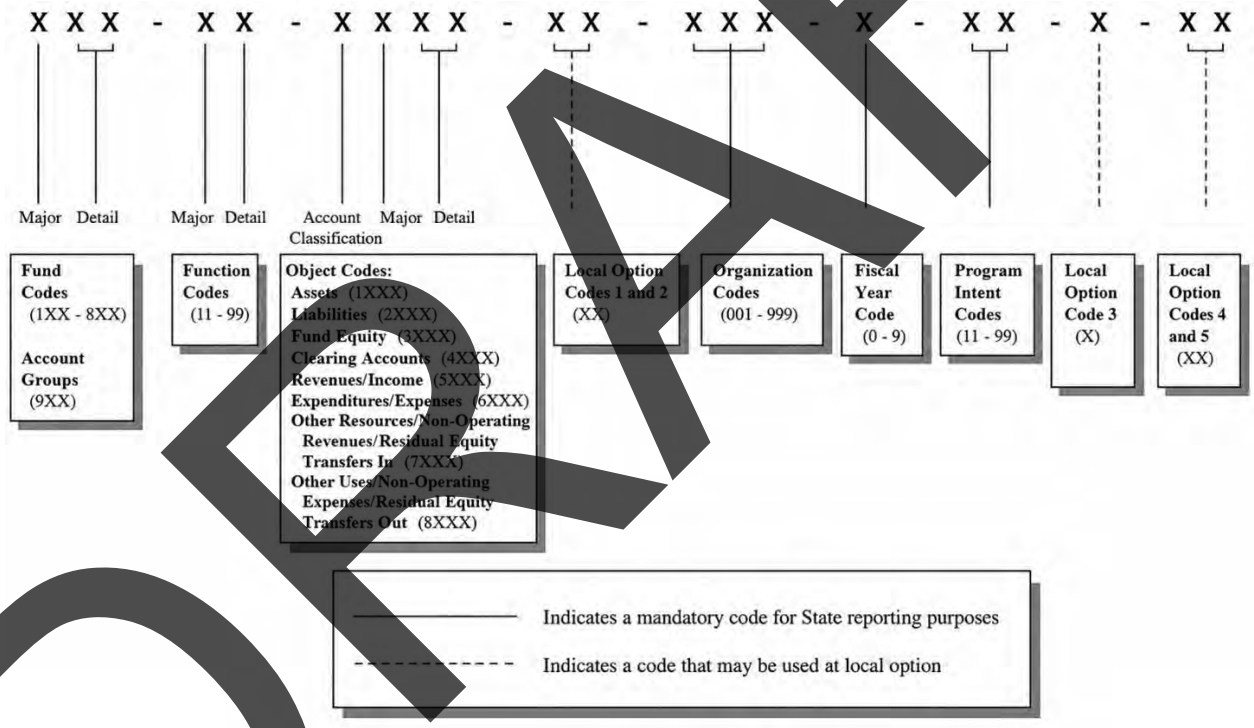
ACCOUNT CODE STRUCTURE

Section 44.007 of the Texas Education Code requires that a standard district fiscal accounting system be adopted by each school district. The system must meet at least the minimum requirements prescribed by the State Board of Education and also be subject to review and comment by the state auditor. Additionally, the accounting system must conform to Generally Accepted Accounting Principles (GAAP). This section further requires that a report be provided at the time that the school district budget is filed, showing financial information sufficient to enable the state board of education to monitor the funding process and to determine educational system costs by school district, campus and program.

A major purpose of the following accounting code structure is to establish the standard school district fiscal accounting system required by law. Although certain codes within the overview may be used at local option, the sequence of the codes within the structure, and the funds and chart of accounts, are to be uniformly used by all school districts in accordance with generally accepted accounting principles.

THE CODE STRUCTURE



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FUND

A mandatory three-digit code is to be used for all financial transactions to identify the fund group and specific fund. The first digit identifies the fund group, and the second and third digits identify the fund. School district accounting systems are organized and operated on a fund basis. A fund is an accounting entity with a self-balancing set of accounts recording financial resources and liabilities. A school district designates the fund's financial resources for a distinct purpose. The fund's purpose can be established by the state or federal government as well as the school district.

FUNCTION

A mandatory two-digit code applied to expenditures/expenses that identify the purpose of the transaction. The first digit identifies the major class and the second digit refers to the specific function within the area. A function represents a general operational area in a school district and groups together related activities. Most school districts use all of the functions in the process of educating students or organizing the resources to educate students. For example, in order to provide the appropriate atmosphere for learning, school districts transport students to school, teach students, feed students and provide health services. Each of these activities is a function.

OBJECT CODE

A mandatory four-digit code that identifies the nature and object of an account, a transaction or a source. The first of the four digits identifies the type of account or transaction, the second digit identifies the major area, and the third and fourth digits provide further sub-classifications.

Revenue object codes are four-digit object codes, and are the sixth through ninth digits in the code structure. These codes are distinguished from other types of object codes as they always begin with the digit "5." There are three major sources: local sources, state sources and federal sources. School districts must account for a variety of revenues, including property taxes, foundation fund entitlements, user charges and grants. Governmental Accounting Standards Board (GASB) Codification 1600.106 states that revenues and other governmental fund financial resource increments are recognized when they are susceptible to accrual, which means they must be both measurable and available. Revenues are measurable when the amount of the revenues is subject to reasonable estimation. To be available, revenues must be subject to collection within the current period, or after the end of the period but in time to pay liabilities outstanding at the end of the current period.

Expenditures/expenses should be classified by the major object classes according to the types of items purchased or services obtained. These codes are distinguished from other types of object codes as they always begin with the digit "6." An expenditure/expense account identifies the nature and object of an account, or a transaction. The major object codes used in this document are: Payroll Costs, Professional and Contracted Services, Supplies and Materials, Other Operating Costs, Debt Service and Capital Outlay. The school district's accounting records are to reflect expenditures/expenses at the most detail level, as depicted in the chart of accounts (4 digits) for accounting and Public Education Information Management System (PEIMS) reporting (actual data) purposes. For PEIMS budget reporting purposes, expenditures/expenses are reported to the second digit of detail (6100, 6200, etc.) If a school district needs to use codes in addition to the mandatory codes for managerial purposes, the optional codes provided for local use in the code structure should be used.

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FINANCIAL SECTION

McALLEN
INDEPENDENT SCHOOL DISTRICT

MCALLEN INDEPENDENT SCHOOL DISTRICT
Two Year Budget Comparison of General, Debt Service and Capital Projects Funds

REVENUES

		Proposed Budget 2026-2027 07/01/2026	Original Budget 2025-2026 07/01/2025	Difference
LOCAL PROGRAM REVENUES				
5711	TAXES-CURRENT YEAR LEVY	84,174,933	79,577,463	4,597,470
5712	TAXES-PRIOR YEARS	2,241,348	2,483,317	(241,969)
5700	OTHER	7,343,398	7,730,339	(386,941)
		$93,759,679	$89,791,119	$3,968,560
STATE PROGRAM REVENUES				
5800	STATE PROGRAM REVENUES	$163,549,850	$162,342,929	$1,206,921
FEDERAL PROGRAM REVENUES				
5900	FEDERAL PROGRAM REVENUES	$25,693,429	$26,739,389	($1,045,960)
OTHER RESOURCES				
7900	OTHER RESOURCES	$-	$-	$-
	Sub-Total Revenue and Other Sources	$283,002,958	$278,873,437	$4,129,521
FUND BALANCE CONTRIBUTIONS				
197	MAINTENANCE TAX NOTES	1,963,400	-	1,963,400
199	GENERAL FUND	2,957,447	594,328	2,363,119
599	DEBT SERVICE FUND	-	-	-
620	MTN-2020	-	1,594,007	(1,594,007)
	Sub-Total Contributions	$4,920,847	$2,188,335	$2,732,512
	Grand Total	$287,923,805	$281,061,772	$6,862,033

APPROPRIATIONS

		Proposed Budget 2026-2027 07/01/2026	Original Budget 2025-2026 07/01/2025	Difference
6100	PAYROLL COSTS	229,673,815	217,753,866	11,919,949
6200	PROFESSIONAL & CONTRACTED	13,425,177	14,196,048	(770,871)
6300	SUPPLIES & MATERIALS	21,645,185	22,468,277	(823,092)
6400	OTHER OPERATING COSTS	5,898,328	6,214,316	(315,988)
6500	DEBT SERVICE	16,305,908	18,388,027	(2,082,119)
6600	CAPITAL OUTLAY	975,392	2,041,238	(1,065,846)
	Total Expenditures	$287,923,805	$281,061,772	$6,862,033
8900	OTHER USES	-	-	-
	Grand Total	$287,923,805	$281,061,772	$6,862,033
Excess/(Deficiency)		$-	$-	$-

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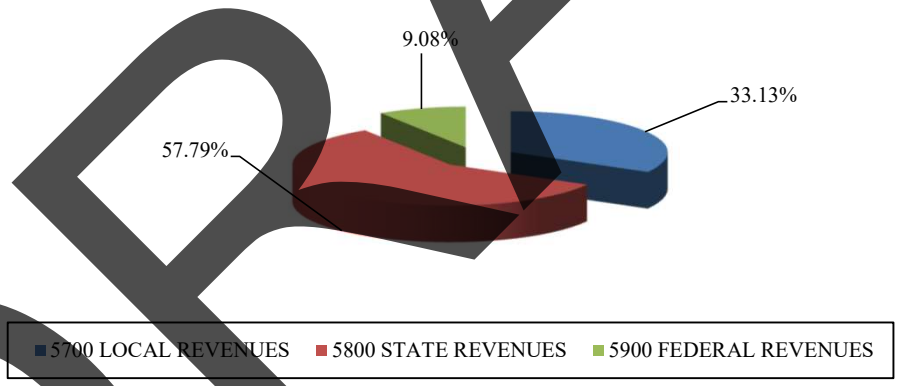
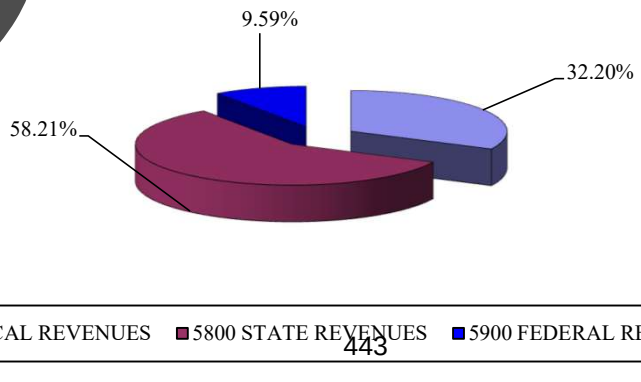
MCALLEN INDEPENDENT SCHOOL DISTRICT
Two Year Budget Comparison of Revenues by Object Code
General, Debt Service and Capital Projects Funds
2026-2027 ADA 17,522.00 2025-2026 ADA 17,685.65

Revenue Code	Description	Percent of Total	Proposed Budget 2026-2027 07/01/2026	Revenues Per ADA	Percent of Total	Original Budget 2025-2026 07/01/2025	Revenues Per ADA
5700	LOCAL REVENUES	33.13%	$ 93,759,679	$ 5,351	32.20%	$ 89,791,119	$ 5,077
5800	STATE REVENUES	57.79%	163,549,850	9,334	58.21%	162,342,929	9,179
5900	FEDERAL REVENUES	9.08%	25,693,429	1,466	9.59%	26,739,389	1,512
	Total	100.00%	$ 283,002,958	$ 16,151	100.00%	$ 278,873,437	$ 15,768
7900	OTHER RESOURCES		-	-	-	-	
	FUND BALANCE CONTRIBUTIONS						
	197 MAINTENANCE TAX NOTES		$ 1,963,400	$ 112		$ -	$ -
	199 GENERAL FUND		2,957,447	169		594,328	34
	599 DEBT SERVICE FUND		-	-		-	-
	620 MTN-2020		-	-		1,594,007	90
	Grand Total		$ 287,923,805	$ 16,432		$ 281,061,772	$ 15,892

2026-2027
ESTIMATED REVENUES COMPARISON BY SOURCE



2025-2026
ESTIMATED REVENUES COMPARISON BY SOURCE



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MCALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations

Budget Summary-General, Debt Service and Capital Projects Funds

		Proposed Budget 2026-2027 07/01/2026	Original Budget 2025-2026 07/01/2025	Difference
GENERAL FUND				
101	FOOD SERVICE	$ 23,988,780	$ 24,298,657	$ (309,877)
155	COLLEGE CAREER MILITARY READINESS	1,635,480	1,163,673	471,807
156	EARLY EDUCATION ALLOTMENT	4,044,727	3,538,072	506,655
157	DYSLEXIA	1,543,640	1,545,094	(1,454)
158	SCHOOL SAFETY ALLOTMENT	1,446,325	1,446,592	(267)
162	CAREER TECHNICAL ED	9,162,351	9,135,067	27,284
163	ADV LEARNERS/G&T	377,955	390,396	(12,441)
164	BILINGUAL/ESL	1,811,859	2,247,461	(435,602)
173	SPECIAL EDUCATION	29,114,498	26,764,433	2,350,065
183	ATHLETICS	6,986,174	6,380,324	605,850
184	FINE ARTS	2,675,718	2,577,667	98,051
185	TEACHER RETENTION ALLOTMENT	7,809,710	-	7,809,710
193	STATE COMPENSATORY	10,651,175	11,700,703	(1,049,528)
195	ADVERTISING	34,000	34,000	-
197	MAINTENANCE TAX NOTES	1,963,400	3,914,378	(1,950,978)
199	GENERAL FUND	172,000,168	170,428,858	1,571,310
		$ 275,245,960	$ 265,565,375	$ 9,680,585
DEBT SERVICE FUND				
599	DEBT SERVICE FUND	$ 12,677,845	$ 13,902,390	$ (1,224,545)
		$ 12,677,845	$ 13,902,390	$ (1,224,545)
CAPITAL PROJECTS FUND				
620	MTN-2020		1,594,007	(1,594,007)
		$ -	$ 1,594,007	$ (1,594,007)
	Sub-Total All Funds	$ 287,923,805	$ 281,061,772	$ 6,862,033
	Other Uses 8xxx	$ -	$ -	$ -
	Total All Funds	$ 287,923,805	$ 281,061,772	$ 6,862,033

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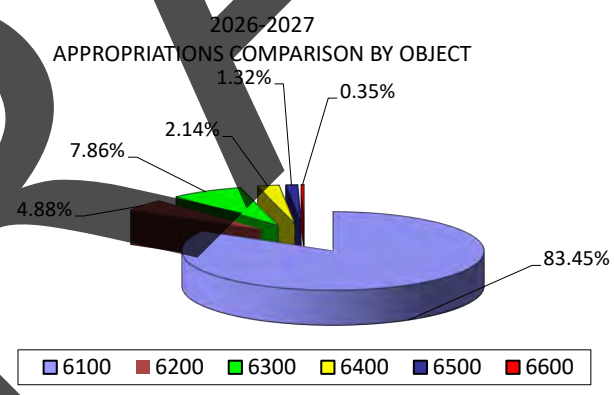
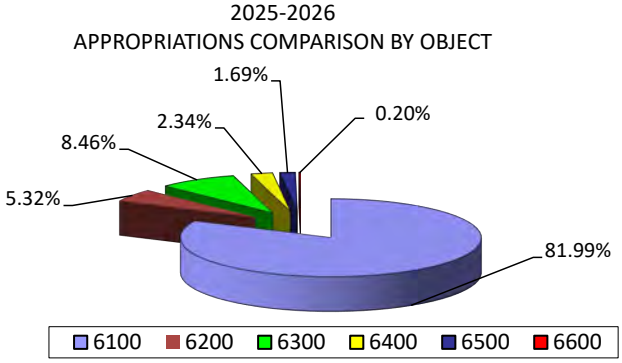
MCALLEN INDEPENDENT SCHOOL DISTRICT
Two Year Budget Comparison of Appropriations by Object Code
General, Debt Service and Capital Projects Funds

Object Code	Description	Percent of Total	Proposed Budget 2026-2027 07/01/2026	Percent of Total	Original Budget 2025-2026 07/01/2025
GENERAL FUND					
6100	PAYROLL COSTS	83.45%	$ 229,673,815	81.99%	$ 217,753,866
6200	PROF & CONTRACTED SERVICES	4.88%	13,425,177	5.32%	14,118,279
6300	SUPPLIES & MATERIALS	7.86%	21,645,185	8.46%	22,468,277
6400	OTHER OPERATING COSTS	2.14%	5,898,328	2.34%	6,214,316
6500	DEBT SERVICE	1.32%	3,628,063	1.69%	4,485,637
6600	CAPITAL OUTLAY	0.35%	975,392	0.20%	525,000
	Total	100.00%	$ 275,245,960	100.00%	$ 265,565,375
DEBT SERVICE FUND					
599	DEBT SERVICE FUND		12,677,845		13,902,390
CAPITAL PROJECTS FUNDS					
620	MTN-2020		-		1,594,007
OTHER USES 8xxx			-		-
	Grand Total		$ 287,923,805		$ 281,061,772
Payroll Costs - Percent of Total less *Non-Monetary On-Behalf		*82.52%		*81.00%	





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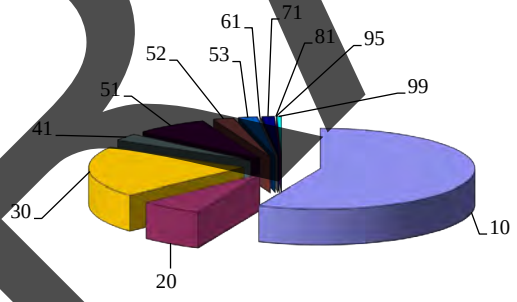
MCALLEN INDEPENDENT SCHOOL DISTRICT
Two Year Budget Comparison of Appropriations by Function
General, Debt Service and Capital Projects Funds

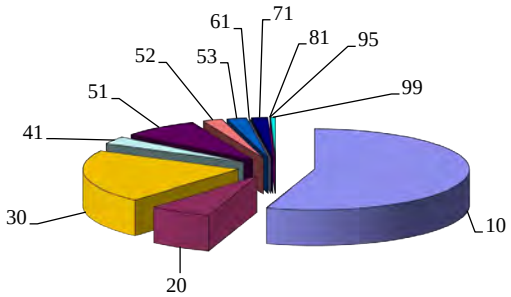
Function Code	Description	Percent of Total	Proposed Budget 2026-2027 07/01/2026	Percent of Total	Original Budget 2025-2026 07/01/2025
GENERAL FUND					
10	INSTRUCTIONAL & INSTRUCTIONAL RELATED SERVICES	56.48%	$ 155,468,197	55.02%	$ 146,110,384
20	INSTRUCTIONAL & SCHOOL LEADERSHIP	6.59%	18,143,919	6.52%	17,312,587
30	SUPPORT SERVICES-STUDENT (PUPIL)	20.48%	56,379,041	21.16%	56,183,838
41	ADMINISTRATIVE SUPPORT SERVICES	2.82%	7,768,215	2.97%	7,892,182
51	PLANT MAINTENANCE & OPERATIONS	7.62%	20,979,813	8.02%	21,305,420
52	SECURITY & MONITORING SERVICES	2.15%	5,929,416	2.04%	5,411,206
53	DATA PROCESSING SERVICES	1.99%	5,463,447	2.02%	5,372,159
61	COMMUNITY SERVICES	0.04%	98,702	0.03%	92,015
71	DEBT SERVICE	1.32%	3,628,063	1.69%	4,485,637
81	FAC ACQ AND CONSTRUCTION	0.00%	-	0.00%	5,000
95	PAYMENT TO JUVENILE JUSTICE	0.01%	32,200	0.02%	40,000
99	OTHER INTERGOV CHARGES	0.49%	1,354,947	0.51%	1,354,947
	Total	100.00%	$ 275,245,960	100.00%	$ 265,565,375
DEBT SERVICES					
	599 DEBT SERVICE FUND		12,677,845		13,902,390
CAPITAL PROJECTS					
	620 MTN-2020		-		1,594,007
OTHER USES 8xxx			-		-
	Grand Total		$ 287,923,805		$ 281,061,772

2026-2027
APPROPRIATIONS BY FUNCTION



10	56.48%
20	6.59%
30	20.48%
41	2.82%
51	7.62%
52	2.15%
53	1.99%
61	0.04%
71	1.32%
81	0.00%
95	0.01%
99	0.49%
Total:	100.00%

2025-2026
APPROPRIATIONS BY FUNCTION



10	55.02%
20	6.52%
30	21.16%
41	2.97%
51	8.02%
52	2.04%
53	2.02%
61	0.03%
71	1.69%
81	0.00%
95	0.02%
99	0.51%
Total:	100.00%

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MCALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations by Function
Two Year Budget Comparison of General, Debt Service and Capital Projects Funds

		Proposed Budget 2026-2027 07/01/2026	Original Budget 2025-2026 07/01/2025	Difference	2026-2027 % of Total Appropriations
11	INSTRUCTION	147,457,112	138,697,011	8,760,101	51.21%
12	INSTRUCTIONAL RES & MEDIA SERV	3,442,659	3,388,065	54,594	1.20%
13	CURR DEV & INSTRUCTIONAL DEV	4,568,426	4,025,308	543,118	1.59%
21	INSTRUCTIONAL LEADERSHIP	3,297,552	2,882,352	415,200	1.15%
23	SCHOOL LEADERSHIP	14,846,367	14,430,235	416,132	5.16%
31	COUNSEL AND EVALUATION	11,579,233	11,873,258	(294,025)	4.02%
32	SOCIAL WORK SERVICES	2,021,974	1,937,220	84,754	0.70%
33	HEALTH SERVICES	2,891,303	3,015,984	(124,681)	1.00%
34	STUDENT TRANSPORTATION	5,159,522	4,636,380	523,142	1.79%
35	FOOD SERVICES	23,991,153	24,301,030	(309,877)	8.33%
36	EXTRACURRICULAR ACTIVITIES	10,735,856	10,419,966	315,890	3.73%
41	GENERAL ADMINISTRATION	7,768,215	7,892,182	(123,967)	2.70%
51	FACILITIES MAINT & OPERATIONS	20,979,813	21,305,420	(325,607)	7.29%
52	SECURITY AND MONITORING SERV	5,929,416	6,492,414	(562,998)	2.06%
53	DATA PROCESSING SERVICES	5,463,447	5,575,928	(112,481)	1.90%
61	COMMUNITY SERVICES	98,702	92,015	6,687	0.03%
71	DEBT SERVICE	16,305,908	18,388,027	(2,082,119)	5.66%
81	FACILITIES ACQ & CONSTRUCTION	-	314,030	(314,030)	0.00%
95	PYMTS TO JUVENILE JUSTICE	32,200	40,000	(7,800)	0.01%
99	OTHER INTERGOVT CHARGES	1,354,947	1,354,947	0	0.47%
	Total Appropriations	$287,923,805	$281,061,772	$6,862,033	100.00%
	Other Uses 8xxx	$-	$-	$-	-
	Grand Total	$287,923,805	$281,061,772	$6,862,033	100.00%

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MCALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations by Function
General Fund, Debt Service and Capital Projects Funds
2026-2027

			General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
INSTRUCTION		*11*				
6100	PAYROLL COSTS		140,350,045	-	-	140,350,045
6200	PROFESSIONAL & CONTRACTED SERV		2,267,401	-	-	2,267,401
6300	SUPPLIES & MATERIALS		4,165,934	-	-	4,165,934
6400	OTHER OPERATING COSTS		673,732	-	-	673,732
6600	CAPITAL OUTLAY		-	-	-	-
			147,457,112	-	-	147,457,112
INSTRUCTIONAL RES & MEDIA SERV		*12*				
6100	PAYROLL COSTS		3,102,326	-	-	3,102,326
6200	PROFESSIONAL & CONTRACTED SERV		88,127	-	-	88,127
6300	SUPPLIES & MATERIALS		241,926	-	-	241,926
6400	OTHER OPERATING COSTS		10,280	-	-	10,280
6600	CAPITAL OUTLAY		-	-	-	-
			3,442,659	-	-	3,442,659
CURR DEV & INSTRUCTIONAL DEV		*13*				
6100	PAYROLL COSTS		3,406,361	-	-	3,406,361
6200	PROFESSIONAL & CONTRACTED SERV		639,488	-	-	639,488
6300	SUPPLIES & MATERIALS		257,611	-	-	257,611
6400	OTHER OPERATING COSTS		264,966	-	-	264,966
6600	CAPITAL OUTLAY		-	-	-	-
			4,568,426	-	-	4,568,426
INSTRUCTIONAL LEADERSHIP		*21*				
6100	PAYROLL COSTS		2,804,392	-	-	2,804,392
6200	PROFESSIONAL & CONTRACTED SERV		151,707	-	-	151,707
6300	SUPPLIES & MATERIALS		259,403	-	-	259,403
6400	OTHER OPERATING COSTS		82,050	-	-	82,050
6600	CAPITAL OUTLAY		-	-	-	-
			3,297,552	-	-	3,297,552
SCHOOL LEADERSHIP		*23*				
6100	PAYROLL COSTS		14,246,542	-	-	14,246,542
6200	PROFESSIONAL & CONTRACTED SERV		87,516	-	-	87,516
6300	SUPPLIES & MATERIALS		284,960	-	-	284,960
6400	OTHER OPERATING COSTS		227,349	-	-	227,349
6600	CAPITAL OUTLAY		-	-	-	-
			14,846,367	-	-	14,846,367
COUNSEL AND EVALUATION		*31*				
6100	PAYROLL COSTS		11,061,382	-	-	11,061,382
6200	PROFESSIONAL & CONTRACTED SERV		167,210	-	-	167,210
6300	SUPPLIES & MATERIALS		299,631	-	-	299,631
6400	OTHER OPERATING COSTS		51,010	-	-	51,010
6600	CAPITAL OUTLAY		-	-	-	-
			11,579,233	-	-	11,579,233
SOCIAL WORK SERVICES		*32*				
6100	PAYROLL COSTS		1,965,285	-	-	1,965,285
6200	PROFESSIONAL & CONTRACTED SERV		23,021	-	-	23,021
6300	SUPPLIES & MATERIALS		20,994	-	-	20,994
6400	OTHER OPERATING COSTS		12,674	-	-	12,674
6600	CAPITAL OUTLAY		-	-	-	-
			2,021,974	-	-	2,021,974

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MCALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations by Function
General Fund, Debt Service and Capital Projects Funds
2026-2027

			General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
HEALTH SERVICES		*33*				
6100	PAYROLL COSTS		2,844,544	-	-	2,844,544
6200	PROFESSIONAL & CONTRACTED SERV		11,601	-	-	11,601
6300	SUPPLIES & MATERIALS		33,638	-	-	33,638
6400	OTHER OPERATING COSTS		1,520	-	-	1,520
6600	CAPITAL OUTLAY		-	-	-	-
			2,891,303	-	-	2,891,303
STUDENT TRANSPORTATION		*34*				
6100	PAYROLL COSTS		4,978,780	-	-	4,978,780
6200	PROFESSIONAL & CONTRACTED SERV		93,763	-	-	93,763
6300	SUPPLIES & MATERIALS		490,876	-	-	490,876
6400	OTHER OPERATING COSTS		(-403,897)	-	-	(-403,897)
6600	CAPITAL OUTLAY		-	-	-	-
			5,159,522	-	-	5,159,522
FOOD SERVICES		*35*				
6100	PAYROLL COSTS		11,115,097	-	-	11,115,097
6200	PROFESSIONAL & CONTRACTED SERV		267,763	-	-	267,763
6300	SUPPLIES & MATERIALS		12,246,284	-	-	12,246,284
6400	OTHER OPERATING COSTS		95,509	-	-	95,509
6600	CAPITAL OUTLAY		266,500	-	-	266,500
			23,991,153	-	-	23,991,153
EXTRACURRICULAR ACTIVITIES		*36*				
6100	PAYROLL COSTS		7,369,860	-	-	7,369,860
6200	PROFESSIONAL & CONTRACTED SERV		488,453	-	-	488,453
6300	SUPPLIES & MATERIALS		289,738	-	-	289,738
6400	OTHER OPERATING COSTS		2,587,805	-	-	2,587,805
6600	CAPITAL OUTLAY		-	-	-	-
			10,735,856	-	-	10,735,856
GENERAL ADMINISTRATION		*41*				
6100	PAYROLL COSTS		6,175,639	-	-	6,175,639
6200	PROFESSIONAL & CONTRACTED SERV		834,421	-	-	834,421
6300	SUPPLIES & MATERIALS		195,459	-	-	195,459
6400	OTHER OPERATING COSTS		562,696	-	-	562,696
6600	CAPITAL OUTLAY		-	-	-	-
			7,768,215	-	-	7,768,215
FACILITIES MAINT & OPERATIONS		*51*				
6100	PAYROLL COSTS		11,719,554	-	-	11,719,554
6200	PROFESSIONAL & CONTRACTED SERV		6,437,275	-	-	6,437,275
6300	SUPPLIES & MATERIALS		1,245,664	-	-	1,245,664
6400	OTHER OPERATING COSTS		1,577,320	-	-	1,577,320
6600	CAPITAL OUTLAY		-	-	-	-
			20,979,813	-	-	20,979,813
SECURITY AND MONITORING SERV		*52*				
6100	PAYROLL COSTS		5,103,376	-	-	5,103,376
6200	PROFESSIONAL & CONTRACTED SERV		184,223	-	-	184,223
6300	SUPPLIES & MATERIALS		593,905	-	-	593,905
6400	OTHER OPERATING COSTS		47,912	-	-	47,912
6600	CAPITAL OUTLAY		-	-	-	-
			5,929,416	-	-	5,929,416

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MCALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations by Function
General Fund, Debt Service and Capital Projects Funds
2026-2027

			General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
DATA PROCESSING SERVICES		*53*				
6100	PAYROLL COSTS		3,341,040	-	-	3,341,040
6200	PROFESSIONAL & CONTRACTED SERV		291,811	-	-	291,811
6300	SUPPLIES & MATERIALS		1,018,462	-	-	1,018,462
6400	OTHER OPERATING COSTS		103,242	-	-	103,242
6600	CAPITAL OUTLAY		708,892	-	-	708,892
			5,463,447	-	-	5,463,447
COMMUNITY SERVICES		*61*				
6100	PAYROLL COSTS		89,592	-	-	89,592
6200	PROFESSIONAL & CONTRACTED SERV		4,250	-	-	4,250
6300	SUPPLIES & MATERIALS		700	-	-	700
6400	OTHER OPERATING COSTS		4,160	-	-	4,160
6600	CAPITAL OUTLAY		-	-	-	-
			98,702	-	-	98,702
DEBT SERVICE		*71*				
6500	DEBT SERVICE		3,628,063	12,677,845	-	16,305,908
			3,628,063	12,677,845	-	16,305,908
FACILITIES ACQ & CONSTRUCTION		*81*				
6200	PROFESSIONAL & CONTRACTED SERV		-	-	-	-
6300	SUPPLIES & MATERIALS		-	-	-	-
6400	OTHER OPERATING COSTS		-	-	-	-
6600	CAPITAL OUTLAY		-	-	-	-
			-	-	-	-
PYMTS TO JUVENILE JUSTICE		*95*				
6200	PROFESSIONAL & CONTRACTED SERV		32,200	-	-	32,200
			32,200	-	-	32,200
OTHER INTERGOVT CHARGES		*99*				
6200	PROFESSIONAL & CONTRACTED SERV		1,354,947	-	-	1,354,947
			1,354,947	-	-	1,354,947
Total Estimated Appropriations			275,245,960	12,677,845	-	287,923,805
Total Other Uses			-	-	-	-
Total Appropriations & Other Uses			275,245,960	12,677,845	-	287,923,805

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MCALLEN INDEPENDENT SCHOOL DISTRICT

Budget Summary

General, Debt Service and Capital Projects Funds

2026-2027

		General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
5700	LOCAL REVENUES	$ 81,081,834	$ 12,677,845	$ -	$ 93,759,679
5800	STATE REVENUES	163,549,850	-	-	163,549,850
5900	FEDERAL REVENUES	25,693,429	-	-	25,693,429
7900	OTHER RESOURCES	-	-	-	-
FUND BALANCE CONTRIBUTIONS:					
197	MAINTENANCE TAX NOTES	1,963,400	-	-	1,963,400
199	GENERAL FUND	2,957,447	-	-	2,957,447
599	DEBT SERVICE FUND	-	-	-	-
620	MTN-2020	-	-	-	-
	Total Revenues and Fund Balance	$ 275,245,960	$ 12,677,845	$ -	$ 287,923,805

		General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
11	INSTRUCTION	$ 147,457,112	$ -	$ -	$ 147,457,112
12	INSTRUCTIONAL RES & MEDIA SERV	3,442,659	-	-	3,442,659
13	CURR DEV & INSTRUCTIONAL DEV	4,568,426	-	-	4,568,426
21	INSTRUCTIONAL LEADERSHIP	3,297,552	-	-	3,297,552
23	SCHOOL LEADERSHIP	14,846,367	-	-	14,846,367
31	GUIDANCE COUNSELING AND EVAL	11,579,233	-	-	11,579,233
32	SOCIAL WORK SERVICES	2,021,974	-	-	2,021,974
33	HEALTH SERVICES	2,891,303	-	-	2,891,303
34	STUDENT TRANSPORTATION	5,159,522	-	-	5,159,522
35	FOOD SERVICES	23,991,153	-	-	23,991,153
36	EXTRACURRICULAR ACTIVITIES	10,735,856	-	-	10,735,856
41	GENERAL ADMINISTRATION	7,768,215	-	-	7,768,215
51	FACILITIES MAINT & OPERATIONS	20,979,813	-	-	20,979,813
52	SECURITY AND MONITORING SERV	5,929,416	-	-	5,929,416
53	DATA PROCESSING SERVICES	5,463,447	-	-	5,463,447
61	COMMUNITY SERVICES	98,702	-	-	98,702
71	DEBT SERVICE	3,628,063	12,677,845	-	16,305,908
81	FACILITIES ACQ & CONSTRUCTION	-	-	-	-
95	PYMTS TO JUVENILE JUSTICE	32,200	-	-	32,200
99	OTHER INTERGOVT CHARGES	1,354,947	-	-	1,354,947
8900	OTHER USES	-	-	-	-
	Total Appropriations	$ 275,245,960	$ 12,677,845	$ -	$ 287,923,805

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McALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations by Function
Accelerated Instruction Funds
2026-2027

	State Compensatory Fund
11 - INSTRUCTION	148,923
12 - INSTRUCTIONAL RES & MEDIA SERV	-
13 - CURR DEV & INSTRUCTIONAL DEV	26,999
23 - SCHOOL LEADERSHIP	20,595
31 - COUNSEL AND EVALUATION	-
61 - COMMUNITY SERVICES	-
Total Appropriations	196,517

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McALLEN INDEPENDENT SCHOOL DISTRICT

Revenues - General Fund

2026-2027

Object	199 General Fund	101 Food Service	155 CCMR	156 Early Ed. Allotment	157 Dyslexia	158 Safety Allotment	162 Career Technical	163 Advanced Learners	164 Bilingual	173 Special Education	183 Athletics	184 Fine Arts	185 Teach. Ret. Allot.	193 State Comp.	195 Advert.	197 Maint. Tax Notes	Total 2026-2027 Budget
5711 TAXES-CURRENT YEAR LEVY	62,851,820	-	-	-	-	-	-	-	-	-	6,391,895	2,578,578	-	-	-	-	71,822,293
5712 TAXES-PRIOR YEARS	1,916,143	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,916,143
5719 PENALTIES/INT & OTHER TAXES	1,100,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,100,000
5722 SSA-LOCAL REV FM MEMBER DIST	492,139	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	492,139
5729 LOCAL REV FROM OTHER DIST	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5739 TUITION AND FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5742 INTEREST	5,000,000	75,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,075,000
5743 RENT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5744 GIFTS AND BEQUESTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5745 INSURANCE RECOVERY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5748 MARKET VALUE GAIN/LOSS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5749 OTHER REVENUES	-	20,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20,000
5751 FOOD SERVICE	-	266,259	-	-	-	-	-	-	-	-	-	-	-	-	-	-	266,259
5752 ATHLETIC ACTIVITIES	-	-	-	-	-	-	-	-	-	-	350,000	-	-	-	-	-	350,000
5754 INTERFUND SERVICES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5755 ENTERPRISING SERVICES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5759 OTHER EXTRA/CO-CURRICULAR	6,000	-	-	-	-	-	-	-	-	-	-	-	-	-	34,000	-	40,000
5769 MISCELLANEOUS REVENUES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5811 PER CAPITA APPORTIONMENT	10,632,665	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,632,665
5812 FOUNDATION ENTITLEMENTS	74,675,179	-	1,590,600	3,827,634	1,454,310	1,375,914	8,417,601	369,394	1,751,440	27,386,490	-	-	7,367,608	10,114,719	-	-	138,330,889
5819 OTHER FOUNDATION REVENUES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5829 REV BY TEXAS EDUCATION AGENCY	-	72,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	72,000
5831 TEACHER RETIREMENT/TRS CARE	9,803,810	681,036	44,880	217,093	89,230	70,411	490,771	8,561	60,419	1,728,008	244,279	97,140	442,102	536,456	-	-	14,514,296
5919 REVENUE FM OTHER GOVERNMENTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5921 SCHOOL BREAKFAST PROGRAM	-	8,024,640	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,024,640
5922 NATIONAL SCHOOL LUNCH PROGRAM	991,375	11,409,265	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,400,640
5923 USDA COMMODITIES	-	1,300,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,300,000
5929 FEDERAL REVENUE THROUGH TEA	674,230	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	674,230
5931 SCHOOL HEALTH & RELATED SERV	800,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	800,000
5939 FEDERAL REVENUE THROUGH STATE	-	2,140,580	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,140,580
5949 FED REV THROUGH FEDERAL GOVT	99,360	-	-	-	-	-	253,979	-	-	-	-	-	-	-	-	-	353,339
TOTAL REVENUES	169,042,721	23,988,780	1,635,480	4,044,727	1,543,640	1,446,325	9,162,351	377,955	1,811,859	29,114,498	6,986,174	2,675,718	7,809,710	10,651,175	34,000	-	270,325,113
Other Resources																	
TOTAL OTHER RESOURCES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TTL REVENUES & OTH SOURCES	169,042,721	23,988,780	1,635,480	4,044,727	1,543,640	1,446,325	9,162,351	377,955	1,811,859	29,114,498	6,986,174	2,675,718	7,809,710	10,651,175	34,000	-	270,325,113

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McALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations - General Fund
2026-2027

Object	199 General Fund	101 Food Service	155 CCMR	156 Early Ed. Allotment	157 Dyslexia	158 Safety Allotment	162 Career Technical	163 Advanced Learners	164 Bilingual	173 Special Education	183 Athletics	184 Fine Arts	185 Teach. Ret. Allot.	193 State Comp.	195 Advert.	197 Maint. Tax Notes	Total 2026-2027 Budget
11 - INSTRUCTION																	
6100 - PAYROLL COSTS	86,589,643	-	89,992	3,724,273	1,170,868	-	7,923,726	7,883	1,015,948	23,761,726	101,565	9,200	7,809,710	8,145,511	-	-	140,350,045
6200 - PROFESSIONAL & CONTRACTED SERV	1,369,511	-	443,000	-	-	-	324,500	24,200	-	47,000	-	57,600	-	1,590	-	-	2,267,401
6300 - SUPPLIES & MATERIALS	1,189,394	-	441,116	156,438	81,001	-	72,500	40,490	262,123	278,000	427,160	205,613	-	1,012,099	-	-	4,165,934
6400 - OTHER OPERATING COSTS	632,627	-	-	-	-	-	-	-	10,105	31,000	-	-	-	-	-	-	673,732
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	89,781,175	-	974,108	3,880,711	1,251,869	-	8,320,726	72,573	1,288,176	24,117,726	528,725	272,413	7,809,710	9,159,200	-	-	147,457,112
12 - INSTRUCTIONAL RES & MEDIA SERV																	
6100 - PAYROLL COSTS	3,084,326	-	-	-	-	-	-	-	-	-	-	-	-	18,000	-	-	3,102,326
6200 - PROFESSIONAL & CONTRACTED SERV	88,127	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	88,127
6300 - SUPPLIES & MATERIALS	241,926	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	241,926
6400 - OTHER OPERATING COSTS	10,280	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,280
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	3,424,659	-	-	-	-	-	-	-	-	-	-	-	-	18,000	-	-	3,442,659
13 - CURR DEV & INSTRUCTIONAL DEV																	
6100 - PAYROLL COSTS	2,671,399	-	109,797	125,635	-	-	212,693	2,784	257,054	-	-	-	-	26,999	-	-	3,406,361
6200 - PROFESSIONAL & CONTRACTED SERV	460,816	-	-	29,190	25,350	-	-	12,150	87,424	5,250	-	4,000	-	15,308	-	-	639,488
6300 - SUPPLIES & MATERIALS	207,300	-	-	4,691	-	-	-	12,000	32,220	-	-	-	-	1,400	-	-	257,611
6400 - OTHER OPERATING COSTS	198,946	-	-	4,500	-	-	-	54,700	1,820	-	-	5,000	-	-	-	-	264,966
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	3,538,461	-	109,797	164,016	25,350	-	212,693	81,634	378,518	5,250	-	9,000	-	43,707	-	-	4,568,426
21 - INSTRUCTIONAL LEADERSHIP																	
6100 - PAYROLL COSTS	1,866,271	-	-	-	-	-	128,355	46,665	47,558	649,979	-	-	-	65,564	-	-	2,804,392
6200 - PROFESSIONAL & CONTRACTED SERV	123,767	-	-	-	-	-	3,000	6,500	1,440	17,000	-	-	-	-	-	-	151,707
6300 - SUPPLIES & MATERIALS	44,845	-	50,058	-	-	-	4,000	8,500	500	151,500	-	-	-	-	-	-	259,403
6400 - OTHER OPERATING COSTS	45,300	-	-	-	-	-	-	2,500	1,250	33,000	-	-	-	-	-	-	82,050
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	2,080,183	-	50,058	-	-	-	135,355	64,165	50,748	851,479	-	-	-	65,564	-	-	3,297,552
23 - SCHOOL LEADERSHIP																	
6100 - PAYROLL COSTS	14,214,237	-	-	-	-	-	-	-	2,290	-	-	-	-	30,015	-	-	14,246,542
6200 - PROFESSIONAL & CONTRACTED SERV	87,516	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	87,516
6300 - SUPPLIES & MATERIALS	246,419	-	-	-	-	-	-	-	38,541	-	-	-	-	-	-	-	284,960
6400 - OTHER OPERATING COSTS	227,349	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	227,349
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	14,775,521	-	-	-	-	-	-	-	40,831	-	-	-	-	30,015	-	-	14,846,367
31 - COUNSEL AND EVALUATION																	
6100 - PAYROLL COSTS	6,807,324	-	466,517	-	266,421	-	283,861	109,083	50,586	2,606,006	-	-	-	471,584	-	-	11,061,382
6200 - PROFESSIONAL & CONTRACTED SERV	41,160	-	-	-	-	-	1,050	-	-	125,000	-	-	-	-	-	-	167,210
6300 - SUPPLIES & MATERIALS	176,131	-	35,000	-	-	-	-	45,500	3,000	40,000	-	-	-	-	-	-	299,631
6400 - OTHER OPERATING COSTS	47,510	-	-	-	-	-	-	3,500	-	-	-	-	-	-	-	-	51,010

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McALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations - General Fund
2026-2027

Object	199 General Fund	101 Food Service	155 CCMR	156 Early Ed. Allotment	157 Dyslexia	158 Safety Allotment	162 Career Technical	163 Advanced Learners	164 Bilingual	173 Special Education	183 Athletics	184 Fine Arts	185 Teach. Ret. Allot.	193 State Comp.	195 Advert.	197 Maint. Tax Notes	Total 2026-2027 Budget
31 - COUNSEL AND EVALUATION																	
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	7,072,125	-	501,517	-	266,421	-	284,911	158,083	53,586	2,771,006	-	-	-	471,584	-	-	11,579,233
32 - SOCIAL WORK SERVICES																	
6100 - PAYROLL COSTS	1,077,605	-	-	-	-	-	-	-	-	69,605	-	-	-	818,075	-	-	1,965,285
6200 - PROFESSIONAL & CONTRACTED SERV	23,021	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23,021
6300 - SUPPLIES & MATERIALS	17,994	-	-	-	-	-	-	-	-	-	-	-	-	3,000	-	-	20,994
6400 - OTHER OPERATING COSTS	12,674	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,674
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	1,131,294	-	-	-	-	-	-	-	-	69,605	-	-	-	821,075	-	-	2,021,974
33 - HEALTH SERVICES																	
6100 - PAYROLL COSTS	2,840,921	-	-	-	-	-	-	-	-	-	-	3,623	-	-	-	-	2,844,544
6200 - PROFESSIONAL & CONTRACTED SERV	11,601	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,601
6300 - SUPPLIES & MATERIALS	33,638	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	33,638
6400 - OTHER OPERATING COSTS	1,520	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,520
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	2,887,680	-	-	-	-	-	-	-	-	-	-	3,623	-	-	-	-	2,891,303
34 - STUDENT TRANSPORTATION																	
6100 - PAYROLL COSTS	3,912,862	-	-	-	-	-	-	-	-	1,055,811	-	10,107	-	-	-	-	4,978,780
6200 - PROFESSIONAL & CONTRACTED SERV	70,263	-	-	-	-	-	-	-	-	23,500	-	-	-	-	-	-	93,763
6300 - SUPPLIES & MATERIALS	368,000	-	-	-	-	-	-	-	-	122,876	-	-	-	-	-	-	490,876
6400 - OTHER OPERATING COSTS	(-431,254)	-	-	-	-	-	-	-	-	27,357	-	-	-	-	-	-	(-403,897)
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	3,919,871	-	-	-	-	-	-	-	-	1,229,544	-	10,107	-	-	-	-	5,159,522
35 - FOOD SERVICES																	
6100 - PAYROLL COSTS	110	11,114,987	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,115,097
6200 - PROFESSIONAL & CONTRACTED SERV	2,263	265,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	267,763
6300 - SUPPLIES & MATERIALS	-	12,246,284	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,246,284
6400 - OTHER OPERATING COSTS	-	95,509	-	-	-	-	-	-	-	-	-	-	-	-	-	-	95,509
6600 - CAPITAL OUTLAY	-	266,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	266,500
TOTAL	2,373	23,988,780	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23,991,153
36 - EXTRACURRICULAR ACTIVITIES																	
6100 - PAYROLL COSTS	863,980	-	-	-	-	-	153,061	-	-	10,888	4,580,607	1,761,324	-	-	-	-	7,369,860
6200 - PROFESSIONAL & CONTRACTED SERV	22,933	-	-	-	-	-	-	-	-	-	426,070	39,450	-	-	-	-	488,453
6300 - SUPPLIES & MATERIALS	67,202	-	-	-	-	-	10,500	1,500	-	-	70,699	139,837	-	-	-	-	289,738
6400 - OTHER OPERATING COSTS	1,066,404	-	-	-	-	-	-	-	-	-	1,118,327	403,074	-	-	-	-	2,587,805
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	2,020,519	-	-	-	-	-	163,561	1,500	-	10,888	6,195,703	2,343,685	-	-	-	-	10,735,856
41 - GENERAL ADMINISTRATION																	
6100 - PAYROLL COSTS	6,175,639	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,175,639

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McALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations - General Fund
2026-2027

Object	199 General Fund	101 Food Service	155 CCMR	156 Early Ed. Allotment	157 Dyslexia	158 Safety Allotment	162 Career Technical	163 Advanced Learners	164 Bilingual	173 Special Education	183 Athletics	184 Fine Arts	185 Teach. Ret. Allot.	193 State Comp.	195 Advert.	197 Maint. Tax Notes	Total 2026-2027 Budget
41 - GENERAL ADMINISTRATION																	
6200 - PROFESSIONAL & CONTRACTED SERV	777,021	-	-	-	-	-	-	-	-	56,000	-	-	-	-	1,400	-	834,421
6300 - SUPPLIES & MATERIALS	195,459	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	195,459
6400 - OTHER OPERATING COSTS	530,096	-	-	-	-	-	-	-	-	-	-	-	-	-	32,600	-	562,696
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	7,678,215	-	-	-	-	-	-	-	-	56,000	-	-	-	-	34,000	-	7,768,215
51 - FACILITIES MAINT & OPERATIONS																	
6100 - PAYROLL COSTS	11,669,644	-	-	-	-	-	40,332	-	-	-	-	9,578	-	-	-	-	11,719,554
6200 - PROFESSIONAL & CONTRACTED SERV	6,302,605	-	-	-	-	24,770	3,000	-	-	-	106,900	-	-	-	-	-	6,437,275
6300 - SUPPLIES & MATERIALS	1,176,291	-	-	-	-	-	1,773	-	-	-	67,600	-	-	-	-	-	1,245,664
6400 - OTHER OPERATING COSTS	1,577,320	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,577,320
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	20,725,860	-	-	-	-	24,770	45,105	-	-	-	174,500	9,578	-	-	-	-	20,979,813
52 - SECURITY AND MONITORING SERV																	
6100 - PAYROLL COSTS	4,047,076	-	-	-	-	942,765	-	-	-	-	87,246	26,289	-	-	-	-	5,103,376
6200 - PROFESSIONAL & CONTRACTED SERV	184,223	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	184,223
6300 - SUPPLIES & MATERIALS	115,115	-	-	-	-	478,790	-	-	-	-	-	-	-	-	-	-	593,905
6400 - OTHER OPERATING COSTS	47,912	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	47,912
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	4,394,326	-	-	-	-	1,421,555	-	-	-	-	87,246	26,289	-	-	-	-	5,929,416
53 - DATA PROCESSING SERVICES																	
6100 - PAYROLL COSTS	3,340,017	-	-	-	-	-	-	-	-	-	-	1,023	-	-	-	-	3,341,040
6200 - PROFESSIONAL & CONTRACTED SERV	291,811	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	291,811
6300 - SUPPLIES & MATERIALS	1,018,462	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,018,462
6400 - OTHER OPERATING COSTS	103,242	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	103,242
6600 - CAPITAL OUTLAY	708,892	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	708,892
TOTAL	5,462,424	-	-	-	-	-	-	-	-	-	-	1,023	-	-	-	-	5,463,447
61 - COMMUNITY SERVICES																	
6100 - PAYROLL COSTS	48,362	-	-	-	-	-	-	-	-	-	-	-	-	41,230	-	-	89,592
6200 - PROFESSIONAL & CONTRACTED SERV	1,250	-	-	-	-	-	-	-	-	3,000	-	-	-	-	-	-	4,250
6300 - SUPPLIES & MATERIALS	400	-	-	-	-	-	-	-	-	-	-	-	-	300	-	-	700
6400 - OTHER OPERATING COSTS	3,660	-	-	-	-	-	-	-	-	-	-	-	-	500	-	-	4,160
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	53,672	-	-	-	-	-	-	-	-	3,000	-	-	-	42,030	-	-	98,702
71 - DEBT SERVICE																	
6500 - DEBT SERVICE	1,664,663	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,963,400	3,628,063
TOTAL	1,664,663	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,963,400	3,628,063
81 - FACILITIES ACQ & CONSTRUCTION																	
6200 - PROFESSIONAL & CONTRACTED SERV	-	-	-	-	-	-	456	-	-	-	-	-	-	-	-	-	-
6300 - SUPPLIES & MATERIALS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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McALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations - General Fund
2026-2027

Object	199 General Fund	101 Food Service	155 CCMR	156 Early Ed. Allotment	157 Dyslexia	158 Safety Allotment	162 Career Technical	163 Advanced Learners	164 Bilingual	173 Special Education	183 Athletics	184 Fine Arts	185 Teach. Ret. Allot.	193 State Comp.	195 Advert.	197 Maint. Tax Notes	Total 2026-2027 Budget
81 - FACILITIES ACQ & CONSTRUCTION																	
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
95 - PYMTS TO JUVENILE JUSTICE																	
6200 - PROFESSIONAL & CONTRACTED SERV	32,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32,200
TOTAL	32,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32,200
99 - OTHER INTERGOVT CHARGES																	
6200 - PROFESSIONAL & CONTRACTED SERV	1,354,947	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,354,947
TOTAL	1,354,947	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,354,947
TOTAL APPROPRIATIONS	172,000,168	23,988,780	1,635,480	4,044,727	1,543,640	1,446,325	9,162,351	377,955	1,811,859	29,114,498	6,986,174	2,675,718	7,809,710	10,651,175	34,000	1,963,400	275,245,960
8900 - Other Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TTL APPROPRIATIONS & OTH USES	172,000,168	23,988,780	1,635,480	4,044,727	1,543,640	1,446,325	9,162,351	377,955	1,811,859	29,114,498	6,986,174	2,675,718	7,809,710	10,651,175	34,000	1,963,400	275,245,960
PROJECTED FUND BALANCE	(2,957,447)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(1,963,400)	(4,920,847)

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MCALLEN INDEPENDENT SCHOOL DISTRICT
Budget Summary- General Fund
2026-2027

		Revenues	Appropriations	Fund Balance
GENERAL FUND				
101	FOOD SERVICE	$ 23,988,780	$ 23,988,780	$ -
155	COLLEGE CAREER MILITARY READINESS	1,635,480	1,635,480	-
156	EARLY EDUCATION ALLOTMENT	4,044,727	4,044,727	-
157	DYSLEXIA	1,543,640	1,543,640	-
158	SCHOOL SAFETY ALLOTMENT	1,446,325	1,446,325	-
162	CAREER TECHNICAL ED	9,162,351	9,162,351	-
163	ADV LEARNERS/G&T	377,955	377,955	-
164	BILINGUAL/ESL	1,811,859	1,811,859	-
173	SPECIAL EDUCATION	29,114,498	29,114,498	-
183	ATHLETICS	6,986,174	6,986,174	-
184	FINE ARTS	2,675,718	2,675,718	-
185	TEACHER RETENTION ALLOTMENT (TRA)	7,809,710	7,809,710	
193	STATE COMPENSATORY	10,651,175	10,651,175	-
195	ADVERTISING	34,000	34,000	-
197	MAINTENANCE TAX NOTES	-	1,963,400	(1,963,400)
199	GENERAL FUND	169,042,721	172,000,168	(2,957,447)
		$ 270,325,113	$ 275,245,960	$ (4,920,847)

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MCALLEN INDEPENDENT SCHOOL DISTRICT

Revenue - Debt Service

2026-2027

Object	599 Debt Service	Total 2026-2027 Budget
5711 TAXES-CURRENT YEAR LEVY	12,352,640	12,352,640
5712 TAXES-PRIOR YEARS	325,205	325,205
5719 PENALTIES/INT & OTHER TAXES	-	-
5742 INTEREST	-	-
5749 OTHER REVENUES	-	-
TOTAL REVENUES	12,677,845	12,677,845

Other Resources

TOTAL OTHER RESOURCES	-	-
TTL REVENUES & OTH SOURCES	12,677,845	12,677,845

Appropriations - Debt Service

2026-2027

Object	599 Debt Service	Total 2026-2027 Budget
71 - DEBT SERVICE		
6500 - DEBT SERVICE	12,677,845	12,677,845
TOTAL	12,677,845	12,677,845
TOTAL APPROPRIATIONS	12,677,845	12,677,845
PROJECTED FUND BALANCE	-	-

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MCALLEN INDEPENDENT SCHOOL DISTRICT

Budget Summary - Special and Propietary Funds

2026-2027

		Revenues	Appropriation	Fund Balance
SPECIAL REVENUES				
206	TTL X PART C HOMELESS	$ 6,500	$ 6,500	$
211	TTL I PRT A IMPROV BASIC PGMS	11,491,027	11,491,027	-
212	TTL I PART C-MIGRANT	505,024	505,024	-
224	IDEA-PART B FORMULA	4,116,045	4,116,045	-
225	IDEA-PART B PRESCHOOL	75,206	75,206	-
244	VOCATIONAL ED BASIC GRANT	479,479	479,479	-
255	TTL II PART A SUPPORT EFF INST	1,654,258	1,654,258	-
263	TTL III PART A ELA	756,193	756,193	-
272	MEDICAID ADM CLAIMING PROGRAM	50,000	50,000	-
274	GEAR UP PROJECT	489,123	489,123	-
288	FEDERALLY FUNDED SPECIAL REVENUE	69,159	69,159	-
289	TITLE IV, PART A-SUBPART I	925,562	925,562	-
315	SSA DISCRETIONARY	203,084	203,084	-
410	INST MATERIAL ALLOTMENT	1,770,827	1,770,827	-
427	STATE FUNDED	2,714	2,714	-
429	ST FUNDED SPECIAL REVENUE	864,784	864,784	-
435	REG DAY SCHOOL FOR THE DEAF	4,690,327	4,690,327	-
461	CAMPUS ACTIVITY FUNDS	1,300,000	1,300,000	-
499	LOCAL FUNDED SPEC REV	26,303	26,303	-
	Sub-Total Special Revenue Funds	$ 29,475,615	$ 29,475,615	$ -
PROPRIETARY FUNDS				
713	PROJECT SAFE AND SECURE	560,000	560,000	-
	Sub-Total Proprietary Funds	$ 560,000	$ 560,000	$ -
	Grand Total	$ 30,035,615	$ 30,035,615	$ -

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Approval of an Order authorizing the issuance by the McAllen Independent School District of its Unlimited Tax School Building Bonds, Series 2026; Levying a continuing direct annual ad valorem tax for the payment of the Bonds; Delegating the authority to Board President and Superintendent to Execute Certain Documents Relating to the Sale of the Bonds; and Providing an Effective Date

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
Voters in McAllen ISD have approved the district's $335 million bond program in the May 2 election, supporting investments in modernizing campuses, expanding Career and Technical Education opportunities, strengthening school safety and security, enhancing fine arts facilities, and addressing critical infrastructure needs across the district.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Administration recommends that the Board discuss and take possible action on an Order authorizing the issuance by the McAllen Independent School District of its Unlimited Tax School Building Bonds, Series 2026; Levying a continuing direct annual ad valorem tax for the payment of the Bonds; Delegating the authority to certain members of the Board of Trustees and Superintendent to execute certain documents relating to the sale of the Bonds; and providing an effective date.

LEGAL REVIEW:
The Order has been drafted by Bond Counsel and reviewed by the School Attorney.

BUDGETARY CONSIDERATIONS:
Not Applicable.

RECOMMENDED BOARD ACTION:
That the Board of Trustees adopt an Order authorizing the issuance of "McAllen Independent School District of its Unlimited Tax School Building Bonds, Series 2026" pursuant to a delegated sale.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Lorena Garcia
Lorena Garcia (Jun 2, 2026 10:43:49 CDT)

For further information contact:
Name: Lorena Garcia, Deputy Superintendent for Business and Operations
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Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 2, 2026 10:51:59 CDT)

Superintendent of Schools

An Order authorizing the issuance by the McAllen Independent School District of its Unlimited Tax School Building Bonds, Series 2026; levying a continuing direct annual ad valorem tax for the payment of the Bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the Bonds, including the approval and distribution of an official statement pertaining thereto; authorizing the execution of a Paying Agent/Registrar Agreement, and sale documentation; complying with the letter of representations on file with the Depository trust Company; delegating the authority to the Board President and the Superintendent to execute certain documents relating to the sale of the Bonds; and providing an effective date

WHEREAS, the Board of Trustees (the *Governing Body*) of the McAllen Independent School District (the *Issuer* or the *District*) hereby finds and determines that school building bonds in the total principal amount of $_____ (representing a principal amount of $__,___,___ and a portion of the [net] reoffering premium of $_____), being the first installment or series of school building bonds approved and authorized to be issued at an election held on May 2, 2026 (the *Election*), should be issued and sold at this time; the respective authorized purposes and amounts authorized to be issued therefor, amounts previously issued, amounts being issued pursuant to this order, and amounts remaining to be issued from such voted authorizations subsequent to the date hereof being as follows:

Authorized Purpose: Proposition A - designing, constructing, renovating, improving, modernizing, expanding, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), including District-wide renovations, additions, safety and security improvements, heating ventilation and air conditioning (HVAC) and roof replacements, and technology infrastructure improvements, expansion of the District's Career and Technical Education (CTE) facilities and fine arts facilities at each comprehensive high school campus, the purchase of buses and vehicles, and the retrofitting of buses and vehicles with emergency, safety, or security equipment;

Proposition	Amount Originally Authorized	Amount Previously Issued	Amount Being Issued	Premium Allocated to Voted Authorization	Unissued Balance
A	$335,000,000	$0	$_____	$_____	$_____

WHEREAS, pursuant to the provisions of Chapter 45, as amended, Texas Education Code (*Chapter 45*), and Chapter 1371, as amended, Texas Government Code (*Chapter 1371*), the District is authorized to issue unlimited tax school building bonds for authorized purposes; and

WHEREAS, the Board hereby finds and determines that, pursuant to the authority provided by Chapter 1371, the delegation to the Pricing Officers (defined herein) with the authority to execute an "approval certificate" (a form of which is attached hereto as Schedule I) to approve the final terms of a series of unlimited tax school building bonds issued hereunder is in the best interest of the District; and

WHEREAS, the Governing Body hereby finds and determines that the issuance of the unlimited tax school building bonds is in the best interests of the residents of the Issuer; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE MCALLEN INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose - Dated Date. Unlimited tax school building bonds of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of $__,___,___ to be designated and bear the title "MCALLEN INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2026" (the *Bonds*), for the purposes of providing funds for (i) the purposes authorized under the Election, and (ii) paying the costs of issuing the Bonds, pursuant to the authority conferred by the Election and in conformity with the laws of the State of Texas, including Chapter 45 and Chapter 1371. The Bonds shall be dated _____, 2026 (the *Dated Date*) and interest shall accrue as provided in Section 2 hereof.

As authorized by Chapter 1371, each Pricing Officer is hereby authorized, appointed, and designated as an official of the District authorized to individually act on behalf of the District in selling and delivering one or more series of unlimited tax bonds authorized herein and carrying out the procedures specified in this Order, including approval of the following terms and provisions for each series of unlimited tax bonds:

1. The style of the Bonds, which style indicates the use of proceeds thereof, and calendar year of issuance.

2. The aggregate principal amount of the Bonds, as well as the principal amount of each stated maturity within the Bonds.

3. The rate of interest to be borne on the principal amount of each stated maturity within the Bonds and the interest payment dates for the Bonds.

4. The Dated Date for the Bonds.

5. The optional, extraordinary optional, and mandatory redemption provisions applicable, if at all, to the Bonds.

6. The sale of the Bonds through a negotiated or competitive process, and the selection of the purchasers or the senior managing underwriter and the co-managers (if any) to serve as the underwriter or syndicate of underwriters selling the Bonds.

7. Pricing for the Bonds, including generation and use of reoffering premium and/or discount, determination of Underwriters' compensation (if any), and applicable costs of issuance.

8. Whether or not to issue the Bonds on a taxable or tax-exempt basis, and if one a tax-exempt basis, to designate the Bonds as designated or deemed designated as "qualified tax-exempt obligations" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended, subject to market conditions at the time of pricing of the Bonds.

The Bonds authorized by this Order shall be issued within the following parameters:

1. The principal amount of the Bonds authorized to be issued pursuant to this Order shall not exceed $100,000,000;

2. The maximum maturity of the Bonds authorized to be issued pursuant to this Order will be February 15, 2056;

3. The maximum true interest rate (federal arbitrage yield) on the Bonds authorized to be issued pursuant to this Order shall not exceed a rate greater than 5.25% per annum calculated in a manner consistent with the provisions of Chapter 1204, as amended, Texas Government Code.

Notwithstanding the foregoing, no Bonds shall be issued pursuant to the authority granted in this Order unless, prior to their initial delivery, such Bonds have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371.

Each Pricing Officer, acting for and on behalf of the District, is authorized to execute the Approval Certificate attached as Schedule I hereto. The execution of the Approval Certificate shall evidence the sale date of the Bonds by the District to the Purchasers (hereinafter defined). Upon execution of an Approval Certificate, Bond Counsel is authorized to complete a copy of this Order as evidence of the issuance of the Bonds pursuant to the delegated authority granted hereunder and to reflect such final terms for such Bonds issued hereunder.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations, without coupons, shall be issued as fully registered obligations, without coupons, and shall be issued in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered "R" and numbered consecutively from One (1) upward and principal shall become due and payable on February 15 in each of the years as described below (the *Stated Maturities*) and in amounts and bear interest at the rates per annum in accordance with the following schedule:

Years of Stated Maturity	Principal Amounts at Stated Maturity ($)	Interest Rates (%)

The Bonds shall bear interest on the unpaid principal amounts from the [Dated Date/Closing Date (anticipated to be on or around _____, 2026)], or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year (each such date, an *Interest Payment Date*), commencing _____, 202_.

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of Stated Maturity, redemption, or otherwise shall be payable, without exchange or collection charges to the registered owners of the Bonds (the *Holder* or *Holders*), appearing on the Security Register (hereinafter defined) maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of _____, _____, _____ (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and

the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto, in substantially final form, as Exhibit A, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, (ii) an association or a corporation organized and doing business under the laws of the United States or any state, authorized under such laws to exercise trust powers. The Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate trust office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the Holder whose name appears on the Security Register (i) on the Record Date (hereinafter defined), for purposes of paying interest on the Bonds, and (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof and redemption premium thereon, if any, upon redemption of the Bonds, or at the Bonds' Stated Maturity. The District and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the *Record Date* (the last business day of the month next preceding each Interest Payment Date for the Bonds) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

A. Mandatory Redemption of Term Bonds. The Bonds stated to mature on February 15, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in each of the years as set forth below:

Term Bonds
Stated to Mature
on February 15, 20__

Year	Principal Amount ($)

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Bonds. The Bonds having Stated Maturities on and after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the District, on February 15, 20__ or on any date thereafter, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the District shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the District to exercise the right to redeem the Bonds shall be entered in the minutes of the governing body of the District.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by $5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to the redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the District and at the District's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bond (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Bonds shall not be deemed to be Outstanding.

F. Transfer/Exchange of Bonds. Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bonds called for redemption, in whole or in part,

during a period beginning forty-five (45) days prior to the redemption date; provided, however such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to partial redemption.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind, or of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond authorized in Section 7 hereof) at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the District of authorized denomination and having the same Stated Maturity and of a like aggregate principal amount and interest rate as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the District to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 15 of this Order in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 6: Execution - Registration. The Bonds shall be executed on behalf of the Issuer by the President or Vice President of the Governing Body under its seal reproduced or impressed thereon and attested by the Secretary of the Governing Body. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Issuer on the Dated Date shall be deemed to be duly executed on behalf of the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the Purchasers and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature. Either of these certificates upon any Bond shall be conclusive evidence, and the only evidence required, that such Bond has been duly certified or registered and delivered.

SECTION 7: Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount of $__,___,___ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Bond*), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof, as further described in Section 16. The Initial Bond shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including the guarantee of the Permanent School Fund, insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing such Bonds as evidenced by their execution

thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

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B. Form of Definitive Bonds.

REGISTERED PRINCIPAL AMOUNT

REGISTERED
NO. R-

$_____

United States of America
State of Texas
County of Hidalgo
MCALLEN INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BONDS,
SERIES 2026

Dated Date:	Stated Maturity:	Interest Rate:	CUSIP No.
_____, 2026			

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

The McAllen Independent School District (the *Issuer*), a body corporate and political subdivision in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the Stated Maturity date specified above (or so much as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the [Dated Date/Closing Date (anticipated to be on or around _____, 2026)], or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or to Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable semiannually on February 15 and August 15 in each year, commencing _____, 202_ (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable to the Holder hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

This Bond is one of the series specified in its title issued in the aggregate principal amount of $__,___,___ (the *Bonds*) pursuant to an order adopted by the Governing Body of the Issuer (the *Order*) for the purpose of providing funds for (i) the purposes authorized under the Election, and (ii) paying the costs of issuing the Bonds, pursuant to the authority conferred by an election held in the Issuer on May 2, 2026 and in conformity with the laws of the State of Texas, including Chapter 45, as amended, Texas Education Code and Chapter 1371, as amended, Texas Government Code.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the Issuer.

The Bonds stated to mature on February 15, 20__ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in each of the years as set forth below:

Term Bonds
Stated to Mature
on February 15, 20__

Year	Principal Amount ($)
2052	7,765,000
2053*	9,705,000

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Order, the Bonds having Stated Maturities on and after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the District, on February 15, 20__ or on any date thereafter, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Order. If

this Bond is subject to prior redemption and is of a denomination in excess of $5,000, portions of the principal sum hereof in installments of $5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided by the Order.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Bond is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond, within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond that is redeemed in part.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned to them in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred only upon its presentation and surrender at the corporate trust office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same principal amount that remains Outstanding will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, or redemption, in whole or in part, and (iii) on any date as the owner for all other purposes, and neither the Issuer nor the Paying Agent/Registrar,

or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date*--which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the Issuer is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the Issuer have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of the State of Texas and the Order; that the Bonds do not exceed any Constitutional or statutory limitations; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond or application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Bond shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Trustees of the Issuer has caused this Bond to be duly executed under its official seal.

MCALLEN INDEPENDENT SCHOOL DISTRICT

_____
President, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

(ISSUER SEAL)

[The remainder of this page intentionally left blank.]

C. *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bonds only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS	§	
	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____

Acting Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Bonds.

D. *Form of Registration Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Order; the Bond or Bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____, _____, _____, as Paying Agent/Registrar

_____ By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

_____

(Social Security or other identifying number): _____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

_____

[The remainder of this page intentionally left blank.]

F. The Initial Bond for the Bonds shall be in the form set forth in paragraph B of this Section, except as follows:

Heading and first two paragraphs shall be amended to read as follows:

	REGISTERED PRINCIPAL
REGISTERED	AMOUNT
NO. T-1	$_____

United States of America
State of Texas
County of Hidalgo
MCALLEN INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2026

Dated Date:	Stated Maturity	Interest Rate:	CUSIP No.
_____, 2026	"As Shown Below"	"As Shown Below"	

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

The McAllen Independent School District (the *Issuer*), a body corporate and political subdivision in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the fifteenth day of February in each of the years and in the Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

Years of Stated Maturity	Principal Amount at Stated Maturity ($)	Interest Rates (%)

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the [Dated Date/Closing Date (anticipated to be on or around _____, 2026)], or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable semiannually on each February 15 and August 15, commencing _____, 202_ (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable at its Stated Maturity or prior redemption, while Outstanding, to the Holder hereof, upon its presentation and surrender, at the corporate trust office of _____, _____, _____, (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business

day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

G. Permanent School Fund or Insurance Legends. If bond insurance is obtained by the Purchasers or if the Bonds are guaranteed by the Permanent School Fund of the State of Texas, the Definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the bond insurer or the Texas Education Agency, as applicable, to appear under the following header (as applicable):

[BOND INSURANCE] [PERMANENT SCHOOL FUND GUARANTEE]

[END OF FORMS]

SECTION 9: Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 18 and 37 of this Order have the meanings assigned to them in Sections 18 and 37 of this Order, and all such terms, include the plural as well as the singular; (ii) all references in this Order to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the President, Board of Trustees, the Secretary, Board of Trustees, the Superintendent of Schools, the Deputy Superintendent for Business and Operations, and/or the Chief Financial Officer (or any successor to any of the aforementioned persons serving in the indicated capacity).

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment of the agreed purchase price for the Bonds.

C. The term *Government Securities* shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment

quality by a nationally recognized investment rating firm not less than â AAA or its equivalent, or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

D. The term *Holder* or *Holders* shall mean the registered owner or owners of the Bonds appearing on the Security Register maintained by the Paying Agent/Registrar.

E. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being semiannually on February 15 and August 15 in each year, commencing _____, 202_.

F. The term *Order* shall mean this order adopted by the Governing Body on the date hereof.

G. The term *Outstanding* shall mean, as of the date of determination, all Bonds issued and delivered under this Order, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the Issuer in accordance with the provisions of Section 20 of this Order; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 15 of this Order.

H. The term *Pricing Officer* shall mean the President, Board of Trustees, and/or the Superintendent of Schools (or any successor to any of the aforementioned persons serving in the indicated capacity).

I. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 16 of this Order.

J. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on February 15 of each year as set forth in Section 2 of this Order.

SECTION 10: Bond Fund - Investments. For the purpose of paying the principal of, premium, if any, and interest on the Bonds, at the earlier of redemption or Stated Maturity, there shall be and is hereby created a special Fund to be designated "SERIES 2026 MCALLEN INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS INTEREST AND SINKING FUND" (the *Bond Fund*), which Fund shall be kept and maintained at the Issuer's depository bank, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 18. Any Authorized Official of the Issuer is hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of and interest on the Bonds as the same become due and payable, or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in

the Bond Fund an amount sufficient to pay the purchase price or the amount of principal, premium, if any, and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Bonds. To the extent that the Issuer receives an allocation from the Existing Debt Allotment or the Instructional Facilities Allotment established pursuant to Chapter 46, as amended, Texas Education Code or credits a portion of its Basic Allotment established pursuant to Subchapter B of Chapter 42, as amended, Texas Education Code, in order to satisfy Section 45.0031, as amended, Texas Education Code, the Issuer will comply with the provisions of Section 46.009(d), as amended, Texas Education Code and the aforementioned Section 45.0031 concerning the deposit of these funds into the Bond Fund.

Pending the transfer of funds to the Paying Agent/Registrar, money in any fund created and established pursuant to the provisions of this Order may, at the option of the Issuer, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from the Bond Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any funds created pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11: Levy of Taxes - Surplus Bond Proceeds. To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the Issuer, without legal limit as to rate or amount, sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars valuation of taxable property in the Issuer for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of, premium, if any, and interest on the Bonds, while any Bond remains Outstanding; full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the Issuer and shall be deposited into the Bond Fund; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

Accrued interest and capitalized interest, if any, on the Bonds received from the Purchasers of the Bonds shall be deposited into the Bond Fund. In addition, any surplus proceeds, including investment income therefrom, from the sale of the Bonds (which includes unspent investment income from Bond proceeds) not expended for authorized purposes shall be deposited into the Bond Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Bond Fund from ad valorem taxes.

SECTION 12: Security of Funds. All money on deposit in the Fund for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Fund shall be used only for the purposes permitted by this Order.

SECTION 13: Notices to Holders-Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 14: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 15: Mutilated - Destroyed - Lost and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity, interest rate, and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 16: Sale of Bonds - Authorization of Purchase Contract - Official Statement Approval - Use of Proceeds. The Bonds authorized by this Order are hereby sold by the Issuer to _____, _____, _____, as the authorized representative of a group of underwriters at a negotiated sale (the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Purchase Contract (the *Purchase Contract*), dated _____, 2026, attached hereto as Exhibit B and incorporated herein by reference as a part of this Order for all purposes. The pricing terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer. The Initial Bond shall be registered in the name of _____. Each Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of the Governing Body, and in regard to the approval and execution of the Purchase Contract, the Governing Body hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Purchase Contract.

Furthermore, the District hereby ratifies, confirms, and approves in all respects (i) the Issuer's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale (together with such changes approved by any Pricing Officer), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated _____, 2026, in the reoffering, sale and delivery of the Bonds to the public. The President and Secretary of the Governing Body are further authorized and directed to manually execute and deliver for and on behalf of the Issuer copies of the Official Statement in final form as may be required by the

Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Governing Body and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Proceeds from the sale of the Bonds shall be applied as follows:

A. Accrued interest on the Bonds (in the amount of $_____) received from the Purchasers shall be deposited into the Bond Fund.

B. The District received a [net] reoffering premium from the sale of the Bonds of $_____, which is hereby allocated by the District in the following manner: (1) $_____ to pay the Purchasers' compensation, (2) $_____ to pay certain costs of issuance, and (3) $_____.00 shall be counted against the bond authorization approved at the Election and deposited into the construction fund as described in paragraph C below.

C. The amount of $_____.00 (being principal of the Bonds in the amount of $__,___,___.00 and the portion of the [net] reoffering premium in the amount of $_____.00 described in Paragraph B above and being allocated against the bond authorization approved at the Election) derived from the sale of the Bonds shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds. This special construction account shall be established and maintained at the District's depository bank and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Bonds pending completion of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 11.

SECTION 17: Permanent School Fund Guarantee. In accordance with the provisions of Subchapter C of Chapter 45 of the Texas Education Code, as amended, and 19 Texas Administrative Code Section 33.65, the Issuer has made application to, and received approval from, the Commissioner of Education of the State of Texas (the *Commissioner*) for the Bonds to be guaranteed as to the payment of principal and interest thereon by the "Permanent School Fund", created, established, and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas, subject to compliance with the Texas Education Agency's rules and regulations. This constitutional provision also provides for the creation and funding of the "Available School Fund".

By virtue of the approval of the Bonds being eligible for such guarantee, the Issuer hereby covenants, agrees, and acknowledges that:

(1) Immediately following a determination by the Issuer of its inability to pay any principal payment or interest installment on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or Interest Payment Date, the Superintendent of Schools of the Issuer shall notify the Commissioner, in the name of the Issuer, of (a) the

Issuer's inability to pay all or any portion of the principal amount or interest installment of one or more Bonds, (b) the total dollar amount of funds required by the Issuer to pay in full the principal of and interest on the Bonds which the Issuer is unable to pay, (c) the name and address of the Paying Agent/Registrar for the Bonds, (d) the date when funds for the payment of the Bonds or interest thereon shall be required to be furnished to the Issuer and deposited with the Paying Agent/Registrar, and (e) such other information as the Commissioner shall require;

(2) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders;

(3) If the Issuer fails to pay the principal of and interest on any Bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code, as amended, shall prevail, to the extent of conflict, over the provisions of Section 14 hereof and such amount or amounts paid with funds from the Permanent School Fund or the Available School Fund, plus interest on such amount or amounts, shall be deducted from the first funds (being foundation school fund payments first, then available school fund payments) the Issuer would otherwise be lawfully entitled to receive from the State of Texas, until full reimbursement of such amount or amounts has been made to the Permanent School Fund;

(4) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines that the Issuer is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the Issuer and its officers, agents, and employees to comply with the duties required by law in regard to the Bonds; and

(5) If the Issuer fails to pay principal or interest on a Bond when it matures, other amounts not yet mature shall not be accelerated and shall not become due by virtue of the Issuer's default.

If the principal of, premium, if any, and interest on the Bonds are paid prior to Stated Maturity or if the Bonds are defeased as provided in Section 20, the guarantee as to payment of principal of and interest on the Bonds by the corpus and income of the Permanent School Fund shall immediately be terminated and be removed in its entirety. Notice of any such prepayment, redemption, or defeasance shall be forwarded to the Commissioner within ten (10) calendar days of such action.

SECTION 18: Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

Rebate Amount has the meaning set forth in Section 1.148-1(b) of the Regulations.

Regulations means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The Issuer shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Issuer receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Issuer shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent that it will not cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds

(including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Issuer or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent that it will not cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent that it will not cause the Bonds to become "arbitrage bonds" within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the Issuer shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The Issuer shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Issuer shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from

all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the Issuer may commingle Gross Proceeds of the Bonds with other money of the Issuer, provided that the Issuer separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Issuer shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The Issuer shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six (6) years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Issuer shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Issuer shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

J. Bonds Not Hedge Bonds.

(1) The District reasonably expects to spend 85% of the spendable proceeds of the New Money Bonds within three years after the date of issuance thereof.

(2) Not more than 50% of the proceeds of the Bonds will invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of four years or more.

K. Elections. The Issuer hereby directs and authorizes any Authorized Official, or any combination thereof, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds. Such elections shall be deemed to be made on the Closing Date.

SECTION 19: Control and Custody of Bonds. The President of the Governing Body shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

Furthermore, each Authorized Official is hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the Issuer's Financial Advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 20: Satisfaction of Obligation of Issuer. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amounts thereof at Stated Maturity, or the redemption date therefor, together with all interest due thereon shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amounts thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor

acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Bonds. In the event of a defeasance of the Bonds, the Issuer shall deliver a certificate from an independent accounting firm, its financial advisor, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. As and to the extent applicable, if at all, the Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 18).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amounts thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds such money was deposited and is held in trust to pay shall, upon the request of the Issuer, be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 21: Order a Contract - Amendments - Outstanding Bonds. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Bonds. This Order shall constitute a contract with the Holders from time to time, shall be binding on the Issuer, and shall not be amended or repealed by the Issuer so long as any Bond remains Outstanding except as permitted in this Section. The Issuer, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price

therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 22: Facilities Allotment Revenues. In connection with the issuance of the Bonds, the Issuer may make application to the Texas Education Agency for financial assistance from the State of Texas (the *State*) in accordance with the instructional facilities allotment funding program established pursuant to Chapter 46, as amended, Texas Education Code (the *Program*). In each fiscal year in which the Issuer received funding under the existing debt allotment program, the Program, or any successor State funding programs which provide a debt service subsidy for the Bonds (such funds being collectively referred to herein as *Debt Subsidy Funds*), the Issuer shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Bond Fund created pursuant to Section 10. Notwithstanding the requirements of Section 11, if the Debt Subsidy Funds are actually on deposit in the Bond Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 11 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Bond Fund.

SECTION 23: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Governing Body and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 24: Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, Austin, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, the opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of the opinion on the reverse side of each of the Bonds, with an appropriate certificate pertaining thereto executed by the facsimile signature of the Secretary of the Governing Body, is hereby approved and authorized.

SECTION 25: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Issuer nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 26: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 27: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, the Purchasers, and the Holders.

SECTION 28: Inconsistent Provisions. All orders, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters herein provided.

SECTION 29: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 30: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 31: Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Order would have been enacted without such invalid provision.

SECTION 32: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 33: Authorization of Paying Agent/Registrar Agreement. The Governing Body hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, transferability, exchange, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated herein by reference as fully as if recopied in its entirety in this Order.

SECTION 34: Incorporation of Preamble Recitals. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 35: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice

required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 36: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the Issuer or any person executing any Bond.

SECTION 37: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) http://www.emma.msrb.org.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the District's continuing disclosure undertaking, described in Paragraphs B through F below, hereunder accepted and entered into by the District for the purpose of compliance with the Rule.

B. Annual Reports.

The District shall file annually with the MSRB (1) within six (6) months after the end of each fiscal year of the District ending in or after 2026, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by Section 16 of this Order, being the information described in Exhibit C hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit C hereto, or such other

accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the District commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 44, as amended, Texas Education Code, the District must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified or permitted public accountant and must file each audit report with the Texas Education Agency within 150 days after the close of the District's fiscal year. Copies of each audit report must also be filed in the office of the District and with the Secretary, Board of Trustees. The District's fiscal records and audit reports are available for public inspection during the regular business hours of the Superintendent of Schools. Additionally, upon the filing of these financial statements and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the District changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The District shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of Holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The District shall file notice with the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable

provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of subsection B of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The District information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with Federal Securities Laws.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential "underwriters" in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the Issuer hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit E, with which the Issuer shall follow to assure compliance with the Undertaking. The Issuer has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the Issuer's financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the Issuer and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 38: Book-Entry Only System.

The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit D (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest on the Bonds pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 39: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Contract, and the Official Statement. In addition, prior to the initial delivery of the Bonds, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Official, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 41: Delegation Authorization Pursuant to HB 1295. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, pursuant to Chapter 1371, and any other applicable law, the Board hereby delegates to any Authorized Official the authority to independently select the counterparty to the Paying Agent/Registrar Agreement, any agreement with any rating agency, escrow agent, bond insurer, securities depository, or any other contract that is determined by any Authorized Official, the District's financial advisor, or the District's bond counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the "Ancillary Bond Contracts") and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. As a result of such delegation, the provisions of Section 2252.908 of the Texas Government Code,

as amended, are not applicable to the Ancillary Bond Contracts pursuant to 1 Texas Administrative Code Sec. 46.1(c).

SECTION 42: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED, this 23rd day of June, 2026.

MCALLEN INDEPENDENT SCHOOL DISTRICT

_____
President, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

(ISSUER SEAL)

INDEX TO EXHIBITS

Schedule I.....Approval Certificate
Exhibit A.....Paying Agent/Registrar Agreement
Exhibit B.....Purchase Contract
Exhibit C.....Description of Annual Financial Information
Exhibit D.....DTC Letter of Representations
Exhibit E.....General Policies and Procedures Concerning Compliance with the Rule

SCHEDULE I

Approval Certificate

See Tab No. 2

EXHIBIT A

Paying Agent/Registrar Agreement

See Tab No. __

EXHIBIT B

Purchase Contract

See Tab No. __

EXHIBIT C

Description of Annual Financial Information

The following information is referred to in Section 37 of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the Issuer to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The quantitative financial information and operating data of the District of the general type included in [Appendix A exclusive of the tables reflecting "Direct and Estimated Gross Overlapping Funded Debt Payable from Ad Valorem Taxes," "Estimated Interest & Sinking Fund Management Index 2025/26" and "2026/2027 Pro Forma Interest & Sinking Fund Management Index,". Additionally, the tables which provide neither quantitative financial information nor operating data for the District, including, but not limited to the Authorized but Unissued General Obligation Bonds" and "Anticipated Issuance of Additional Bonds," have not been and will not be included in the District's annual filings.]

2. The Issuer's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the Issuer appended to the Official Statement as [Appendix C], but for the most recently concluded fiscal year.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT D

DTC Letter of Representations

See Tab No. __

EXHIBIT E

General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 37 of the Order. "Bonds" refers to the Bonds that are the subject of the Order to which this Exhibit is attached.

II. As a capital markets participant, the District is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the "Effective Date"), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the District's compliance with the Rule.

III. The District is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 37C of the Order, which provisions are a part of the Undertaking.

IV. The District is aware that "participating underwriters" (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the District is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission's Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The District now establishes the following general policies and procedures (the "Policies and Procedures") for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the District's informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the District's obligations under the Rule, the advice from and discussions with the District's internal senior staff (including staff charged with administering the District's financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the "Compliance Team"):

1. the Superintendent of Schools, Deputy Superintendent for Business & Operations, or Chief Financial Officer (the "Compliance Officer") shall be responsible for satisfying the District's obligations pursuant to the Undertaking through adherence to these Policies and Procedures;

2. the Compliance Officer shall establish reminder or "tickler" systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the District's information of the type described in Section 37 of the Order;

3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 37C of the Order;

4. the Compliance Officer shall work with external consultants of the District, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the District and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;

5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the District, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;

6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any District agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;

7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the District; and

8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any "participating underwriter" (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the District's internal staff identified by the Compliance Officer to assist with the District's satisfaction of the terms and provisions of the Undertaking.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Competitive Sealed Proposal No. 2027-1004 Dorothea Brown Middle School Community Track Parking Lot Project

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The District solicited proposals for a Community Track Parking lot for Dorothea Brown Middle School.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
One hundred ninety-four (194) contractors were invited to submit proposals and three (3) contractors responded, including one (1) no bid. On June 15, 2026, the evaluation committee, comprised of, Ruben Trevino, Executive Director for Facilities, Maintenance, and Operations; Laura Williams, Purchasing Director; Elizabeth Cabrera, Purchasing Coordinator; and Graciela Garza, Senior Buyer, evaluated the proposals.

LEGAL REVIEW:
A draft copy of the AIA contract is attached.

BUDGETARY CONSIDERATIONS:
Funding for this project was secured from the City of McAllen - Community Development Block Grant (CDBG).

RECOMMENDED BOARD ACTION:
Administration recommends that the Board of Trustees:
a.) approve the ranking for selection of General Contractor for Competitive Sealed Proposal No. 2027-1004 Dorothea Brown Middle School Community Track Parking Lot Project; and
b.) approve that Administration begins with negotiations with the highest-ranked Contractor. If the District is unable to negotiate a satisfactory contract with the selected Contractor, the District shall, formally and in writing, end negotiations with that Contractor; and proceed to the next Contractor in the order of the selection ranking until a contract is reached or all proposals are rejected; and
C. authorize the Superintendent to execute a contract in accordance with the procedures set out in Texas Government Code, Section 2269.254, once Contractor negotiations have been successfully achieved.

Attachment: ☑

SUBMITTED BY: _____ **SUPERVISOR:** Lorena Garcia
Lorena Garcia (Jun 16, 2026 11:56:30 CDT)

For further information contact:
Name: Mr. Ruben Trevino, Executive Director for Facilities, Maintenance, and Operations
Office: 956-632-3200
Email: ruben.trevino@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 16, 2026 12:09:02 CDT)

Superintendent of Schools

Competitive Sealed Proposal No 2027-1004
Dorothea Brown Middle School Community Track Parking Lot Project
Evaluation Matrix

Vendor Names		Rene Guerra & Son Hauling LLC Weslaco, TX	Peacock General Contractor, Inc. Harlingen, TX
Rank		**1**	**2**
Maximum points	**100.00**	**95.17**	**62.95**
Price	**60**	60.00	39.45
Base Bid (Includes Contingency)		**$ 187,339.82**	**$ 284,951.53**
Offeror's experience	**15**	**13.17**	**2.5**
Three (3) K-12 reference forms (BA 56-76)	1.5	1	0
Rationale: Rating of 2 or better; plus similar scope and size (0.25 pts for scope; 0.25 pts for size per reference)		2 out of 3 submitted	did not meet scope and size
Three (3) Supplier Reference Letters (BA 151)	1.5	1.5	1.5
Rationale: Reference letters from major suppliers and/or sub-contractors dated within the past two (2) years (2024-2025) must include (History of paying suppliers and/or sub-contractors and providing materials on time) .5 Pts. for each			
Claims, judgments, arbitration proceedings or suits (BA 77)	1	1	1
Rationale: 1+ adverse disposition = 0 Pts.; No adverse disposition = 1 Pts.			
Three (3) current or past K-12 projects (BA 79-99)	8	6.67	0
Rationale: Similar scope and size (1.33 pts for scope; 1.34 pts for size per reference)			did not meet scope and size
Three (3) current or past Non K-12 projects (BA 101-121)	3	3	0
Rationale: Similar scope and size (0.5 pts for scope; 0.5 pts for size per reference)			did not meet scope and size
Quality of the offeror's goods or services	**7**	**4**	**3**
MISD Projects (Historical Report)	4	4	0
Rationale: Previous business w/District Yes = 4 Pts. No = 0 Pts.			
Repeat business (BA 122)	3	0	3
Rationale: List your company's history of repeat business with project Owner(s) for similar scope and size. Yes = 3 Pts. No = 0 Pts.		no repeat business listed	
Offeror's safety record	**6**	**6**	**6**
Frequency of safety inspections (BA 123)	**1**	1	1
Rationale: Acceptable or is this submitted Yes = 1 Pt.; No = 0 Pts.			
OSHA Form 300 Log (BA 152)	**3**	3	3
Rationale: Attach OSHA Form 300 Log of Work-Related Injuries and Illnesses for the last three (3) years (2023-2025) addressing the following: Number of injuries and illnesses, Number of lost time accidents, Number of recordable cases, Number of fatalities, and Number of employee direct hire fixed hours worked (round to 1,000's) Yes = 3 Pt.; No = 0 Pts.			
Safety program manual and/or procedures (BA 153)	**1**	1	1
Rationale: Submitted Yes = 1 Pts.; No = 0 Pts.			
Drug/alcohol prevention policy and/or procedures (BA 154)	**1**	1	1
Rationale: Submitted Yes = 1 Pt.; No = 0 Pts.			
Offeror's Proposed Personnel	**6**	**6**	**6**
Staff experience (firm) (BA 131,136,141,146)	3	3	3
Rationale: With firm >3 years = 3 Pts. (weighted distribution based on average number of years)			
Staff experience (industry) (BA 132,137,142,147)	3	3	3
Rationale: Industry >10 years = 3 Pts. (weighted distribution based on average number of years)			
Whether the offeror's financial capability is appropriate to the size and scope of the project	**2**	**2**	**2**
Surety Letter (BA 155)	1	1	1
Rationale: Submitted Yes = 1 Pt.; No = 0 Pts.			
Financial Statement (BA 156)	1	1	1
Rationale: Submitted Yes = 1 Pt.; No = 0 Pts.			
Any other relevant factors specifically listed in the CSP	**4**	**4**	**4**
History of successful completion of projects on time and within budget	4	4	4
Rationale: On-time Completion Yes = 2 Pts.; No = 0 Pts. Within budget Yes = 2 Pts.; No = 0 Pts.			
(BA 60,61,62,67,68,69,74,75,76,83,84,85,90,91,92,97,98,99,105,106,107,112,113,114,119,120,121)			

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

* In this Agreement, any reference to "Architect" herein shall mean "Engineer."

THE CONTRACTOR

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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(Paragraphs deleted)

ARTICLE 1 GENERAL PROVISIONS

(Paragraphs deleted)

§ 1.1 Basic Definitions

(Paragraphs deleted)

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, Project Manual and the Bid or Proposal Documents prepared and submitted by the Owner and the Contractor's Bid or Proposal submitted by the Contractor, to the extent they do not conflict with the terms of this Agreement, and other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. After execution of the Original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

(Paragraphs deleted)

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

(Paragraphs deleted)

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

DRAFT

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§ 1.1.8 Initial Decision Maker
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.
§ 1.1.9 The terms "bids" or "bidding" shall include any kind of competitive purchasing under the Texas Education Code Chapter 44 and Texas Government Code Chapter 2269.

§ 1.1.10 Miscellaneous Other Words
§ 1.1.10.1 Business Day
The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Trustees on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or special events.

§ 1.1.10.2 Calendar Day
A calendar day is a day on the Gregorian calendar. The Contact Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.10.3 Holidays
Owner approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.10.4 Work Day
Work days include all calendar days except Holidays, Saturdays and Sundays.

§ 1.2 Correlation and Intent of the Contract Documents
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contractor shall have obtained, before the submission of Contractor's Proposal, an interpretation in writing from the Architect as to what shall govern. The Architect, in case of such conflict, may interpret or construe the document so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 Precedence Of The Contract Documents
The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1".

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.1 Contract Modifications signed by Contractor and Owner.
.2 Addenda, with those of later date having precedence over those of earlier date.
.3 General Conditions - AIA Document A201-2017, as modified by the Owner for the Project.

.4 Agreement – AIA Document A101-2017 or A133-2019, as modified by the Owner for the Project.
.5 Specifications and Drawings.
.6 Bid/Proposal Documents including the Project Manual, Contractor's Bid or Proposal Documents (to the extent such Bid or Proposal submitted by the Contractor is part of the Contract Documents and is not inconsistent with other portions of the Contract Documents)

§ 1.2.5 Relation Of Specifications And Drawings
Specifications and Drawings are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.5.1 Drawings and Specifications are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.5.2 Where, in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on this Project by the Architect.

§ 1.2.5.3 When the Work is governed by reference to standards, building codes, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of the Agreement date shall apply.

§ 1.2.5.4 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

§ 1.3 Capitalization
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice
§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

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whom the notice is addressed and shall be deemed to have been duly served if delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given in person, by mail, by courier, or by electronic transmission if a method for electronic transmission (e-mail or facsimile) or other commercially reasonable means and will under any of these circumstances, be effective when actually received. Any address for notice may be changed by written notice delivered as provided in this Section 1.6.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or such other form agreed to by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

(Paragraph deleted)

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the Board of Trustees of the McAllen Independent School District and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Except as otherwise provided in Section 4.2.1, the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized representative

§ 2.1.2 The Owner may engage a third-party consultant to represent the Owner. The Owner will notify the Contractor of the identity of such consultant

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Pursuant to the requirements of Texas Business and Commerce Code section 56.054(e)(3), the Owner represents that funds are available and have been authorized for the full contract amount of the Work..

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site, but shall have no duty to do so. Notwithstanding the foregoing, if the Owner provides such survey, the Contractor shall remain responsible to independently investigate the physical characteristics, legal limitations, and utility locations for the Project site. In the event that the Contractor damages any utilities during construction, the contractor shall immediately repair the same at its sole cost and expense.

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§ 2.3.5 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner within a reasonable time following actual receipt of a written request

§ 2.3.6 The Contractor, Owner and Architect shall agree on an appropriate quantity of drawings and specifications to be printed and distributed for bidding purposes. The drawings shall be provided by the Architect and paid for by the Owner.

§ 2.3.7 Owner's personnel or consultant may, but are not required to be present at the construction site during progress of the Work to assist the Architect in the performance of his duties, and to verify the Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

§ 2.3.8 The Owner (either directly or by contract with the Architect) may furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 2.3.9 The Owner, (directly or by contract with the Architect), when such services are required, in the professional opinion of the Architect, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 2.3.10 The Owner will contract for, independently of the Contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for the acceptance of the Work by the Owner as required by the Texas Government Code, Section 2269.058.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, the Owner's right under Section 12.2.

§ 2.5 Owner's Right to Carry Out the Work

§ 2.5.1 If the Contractor is in default in any of its material obligations hereunder, neglects to timely carry out the Work in accordance with the Contract Documents, or fails to correct nonconforming or defective Work as required by Section 12.2, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or such non-conforming or defective Work with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or such non-conforming or defective Work at the sole cost of the Contractor. The Architect may, pursuant to Section 9.5.1, withhold or nullify the Contractor's Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such default or such non-conforming or defective Work, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure to correct such non-conforming or defective Work. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.2 Nothing contained in this Section 2.5 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied

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ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation: (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site, or for price escalations in the marketplace. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor shall not perform any Work it knows involves an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the Work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or honor its warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner, in writing providing substantiation for its position.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those

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obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to lines, cables, pipes, and pipelines identified to Contractor.

§ 3.2.6 The Owner and Contractor agree that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agree that the Owner makes no warranty as to the completeness or accuracy of the Contract Documents, either express or implied. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies or omissions in the Contract Documents which would delay the Contractor in the performance of the Contract Work. The Contractor shall not be entitled to any damages or increase in the Contract Amount due to delays or disruptions to the Work. This limitation on damages is further subject to the limitations set forth in Section 15.1.7.

§ 3.2.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's request for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.2.8 The Contractor shall use the AIA Document G716-2004 "REQUEST FOR INFORMATION" (RFI) form unless otherwise provided in the Contract Documents. The Contractor shall keep a log of all RFI's submitted and number the RFI's consecutively beginning with the number 1.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, chapter C, Sections 756.021, et seq., and shall require any applicable subcontractor to comply all such procedures. Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used.

§ 3.3.5 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent Contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the

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Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

§ 3.3.6 The Contractor shall review Subcontractor(s) safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g. a supplier) including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Section are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 Contractor acknowledges that the Work may be performed in connection with an educational facility which is currently occupied and in use. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt Owner's normal operations or facilities. Contractor agrees to and shall comply with all rules, regulations and requirements of the Owner and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of Owner. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working in an existing facility and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum. The Contractor shall perform all the Work in such a manner as to cause minimum interference with the operations of the Owner and other contractors and Subcontractors on the site, and shall take, and cause the Contractor's and its Subcontractor's employees, agents, licensees and permittees to take all necessary precautions to protect the Work and the site and all persons and property thereon from damage or injury.

§ 3.3.8 Representatives of the Owner, Contractor, and Architect shall meet periodically at mutually agreed upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 3.3.9 The Contractor shall pay fees for public or private water, gas, electrical and other utility service at the site until Substantial Completion of the Work. In the event that the Work will be conducted at an Owner site, where utility services are existing on site and reasonably accessible to the Contractor, the Owner may elect, in writing, to provide and pay for utility service for the Project site. Agreement to pay for such utility service shall not absolve the Contractor from using utilities judiciously in connection with its performance of the Work. In all cases, the Contractor shall secure and arrange for all necessary utility connections.

§ 3.3.10 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for or qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008. In addition, unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in the Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered

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material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor. In accordance with Texas Government Code §2269.054, these Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization. In accordance with Texas Government Code §2269.0541, these Contract Documents shall also not prohibit, require, discourage or encourage a person, or discriminate against a person bidding on this contract from entering into or declining to enter into, or adhering to, an agreement with a collective bargaining organization relating to this Project.

(Paragraph deleted)

§ 3.4.2 Prevailing Wages

§ 3.4.2.1 The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

§ 3.4.2.2 In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Project specifications and attached to the AIA Document A101-2017, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

§ 3.4.2.3 A Contractor or Subcontractor who violates the provisions of Sections 3.4.2.1 or 3.4.2.2 shall pay to Owner the sum of Sixty Dollars and No/100 ($60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 Substitutions

§ 3.4.3.1 If the Contract Documents (including the Instructions to Proposers and /or Offerors) specifically permit the submission by Contractor of requests for substitutions, Contractor may, within thirty (30) days after the Contract has been executed, make written request for the substitution of products in place of those specified in the Contract Documents to the Owner and the Architect. Any request for substitution shall be submitted to the Architect in writing, with appropriate shop drawings, product data, and certified test results substantiating the proposed product equivalence as required by this Section 3.4.3.1 and Section 3.4.3.2 and will be rejected if not so submitted.

§ 3.4.3.2 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and any modifications to the construction schedule; and (v) an affidavit stating that (a) the proposed substitution confirms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect; (c) the cost breakdown presented with Contractor's request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent;(d) that the Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (e) the Contractor will reimburse the Owner and for review or redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

§ 3.4.3.3 By making requests for substitutions pursuant to Section 3.4.3 (and all subsections), the Contractor represents and certifies that: (1) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified; (2) Contractor will provide the same warranty for the substitution product that the Contractor would have provided for the product specified; (3) the cost breakdown presented with the request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent; (4) Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (5) will reimburse Owner and Architect for review or

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redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

3.4.3.4 Owner and the Architect may accept or reject any such request for substitution in their sole discretion, based on cost, time, or other considerations. Requests for substitutions submitted after such thirty (30) day period will not be considered unless a product becomes impossible to obtain due to circumstances beyond the Contractor's control.

§ 3.4.3.5 Regardless of acceptance or rejection of substitution, the Contractor shall be responsible for amounts paid by the Owner to the Architect, to evaluate the Contractor's proposed substitutions and any amounts paid to the Architect to make agreed upon changes in the Specifications and Drawings made necessary by the Owner's acceptance of such substitutions. The Owner shall be entitled to deduct such amounts from the Contract Sum.

§ 3.4.4 Responsibility for Subcontractors

§ 3.4.4.1 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal, state and local laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his work so as to protect the Contractor from the consequences of his own conduct. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES; NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES; CONTRACTOR'S FORCES NON-COMPLIANCE WITH CRIMINAL LAW; OR CONTRACTOR'S OR CONTRACTOR'S FORCES NON-COMPLIANCE WITH IMMIGRATION LAW OR REGULATIONS. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

§ 3.4.4.2 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Work may be performed in connection with an operational educational facility or the Project site may be adjacent to a public-school campus. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb or disrupt Owner's normal operations or facilities. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working at or near an operational campus and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum.

§ 3.4.5 Criminal History Records Checks

§ 3.4.5.1 For purposes of this Section 3.4.5 (and all subsections), the following definitions shall be applicable:
.1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.
.2 "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

§ 3.4.5.2 Unless otherwise exempt from providing such information by any provision in Texas Education Code, Section 22.08341 (the "Statute"), the Contractor agrees, that prior to commencement of work under this Agreement, using the form promulgated by the Owner or such other form approved by the Owner, Contractor will arrange with the Owner to obtain any national criminal history record information ("CHRI") required pursuant to the Statute on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), Subcontractors' employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a "Covered Employee" as defined in Section §3.4.5.1 and shall reimburse the Owner for the costs and expenses associated with obtaining the required CHRI.

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§ 3.4.5.3 For purposes of this Section 3.4.5 a person does not have the opportunity for direct contact with students if:
.1 the public work does not involve the construction, alteration, or repair of an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code ("Instructional Facility);
.2 for a public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first date the facility will be used for instructional purposes; or
.3 for a public work that involves an existing Instructional Facility:
(a) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and
(b) the Contractor adopts a policy prohibiting employees, including subcontractor entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

§ 3.4.5.4 Any Covered Employee that has during the preceding thirty (30) years, been convicted of one of the following offenses, if at the time of the offense the victim was under eighteen (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 to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History Offense") shall be disqualified and prohibited from performing any contract duties or services and neither the Contractor nor its Subcontractor may permit such person to provide services at an instructional facility. If a Covered Employee is determined by the Owner's review of the CHRI to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. Contractor understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the Owner, and agrees to rely solely on the judgment of the Owner as to whether the Covered Employee must be excluded from the Project.

§ 3.4.5.5 Prior to commencement of its work on the Project the Contractor will provide written certification to the Owner that either: (1) Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in Section 3.4.5 of this Agreement (including all subparts), as of that date, and that it:

.1 has requested a Criminal History Records Check through the District on all Covered Employees, if any, of every tier, has provided the required information to the District to do so and reimbursed the District for same;

.2 has obtained written certification from its independent contractors, and Subconsultants (of any tier) that they have provided the required information to the Contractor, necessary to secure the information from the District and reimbursed the Contractor for same; and

.3 have excluded any Covered Employee reported by the District to have a Disqualifying Criminal History from assignment to the Project.

Further, Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Contractor will immediately remove the Covered Employee from District's property or other location where students are regularly present, and notify the District of said removal within three (3) days of doing so. Contractor understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement, in accordance with Article 14, Termination.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with all applicable codes, generally accepted standards of construction practice for construction of projects similar to the Project. All materials shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and

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normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. No acceptance or payment by the Owner shall constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law. The warranties provided in this Section 3.5.1 are in addition to, and not in limitation of, any other warranties, remedies and/or guaranties set out in the Contract Documents or under applicable law.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. In such case, each building, or approved phase of each building, may have its own, separate, and independent date of Substantial Completion (or, for Work to be completed or corrected after the date of Substantial Completion, the Warranty Commencement Date). Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranties under granted in the Contract Documents will expire, on each phase or building and will provide a copy of such Schedule to the Owner, as required in Subsection 3.5.6, as a condition precedent to Final Payment.

§ 3.5.4 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or such further reasonable proof as is required by the Architect.

§ 3.5.5 The Contractor agrees to assign to the Owner at the time of Final Completion of the Work any and all manufacturer's warranties relating to equipment, machinery, materials, equipment or components and labor incorporated into the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third-party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations. The warranties provided in this Section 3.5 or otherwise provided in the Contract Documents or by law, shall in no way limit or abridge the warranties provided by the suppliers of equipment and systems which are to comprise a portion of the Work. A complete set of all warranties required from contractors, manufacturers, or suppliers as appropriate, on the manufacturer's or supplier's approved forms, executed by Contractor as required, with a Warranty Commencement Date noted as required, and in the form required by Subparagraph 3.5.6 shall be submitted to the Architect for delivery to the Owner, as a condition precedent to Final Payment.

§ 3.5.6 Prior to receipt of Final Payment, Contractor shall: (1) obtain duplicate original warranties, executed by all subcontractors, and the warranties of suppliers and manufacturers, noting the Warranty Commencement Date on the face of each; (2) verify that the documents are in proper form and contain full information; (3) Co-sign warranties when required; (4) bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers; (5) label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the Title of the Project; name, address and telephone number of Contractor; and name of its responsible principal; (6) include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified; (7) include the Schedule of Warranty Commencement Dates required by Subparagraph 3.5.3; (8) separate each warranty with index tab sheets keyed to the Table of Contents listing; and (9) deliver warranties in the form described in this Subparagraph 3.5.6, to the Architect for review same prior to submission to the Owner.

§ 3.6 Taxes

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The Contractor shall not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Owner shall be responsible for payment of TDLR Texas Accessibility submissions and inspection costs.

§ 3.7.2 In performing its obligations hereunder, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work and upon request by the Owner or Architect shall furnish evidence, satisfactory to the Owner, of such compliance.

§ 3.7.3 If the Contractor performs Work when Contractor knows or reasonably should have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, the Contract Documents, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS TRUSTEES, OFFICERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM AND AGAINST ALL THIRD-PARTY CLAIMS, FINES, PENALTIES, OR LIABILITIES FROM, ARISING OUT OF, OR BASED UPON CONTRACTOR'S VIOLATION OF ANY LAWS, ORDINANCES, RULES, REGULATIONS, ORDERS OR DECREES.

§ 3.7.4 Concealed or Unknown Conditions

Contractor acknowledges that there may exist at the Project site certain soil and geological conditions and/or surface physical conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the Project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils, and surface structures, equipment or other impediments, either natural or man-made (collectively, "Subsurface Conditions"). Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof. Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract Sum, or both. The Contract Time and the Contract Sum contained herein (as proposed by Contractor), or GMP as applicable, shall be deemed to include all costs of and sufficient time to complete all Work associated with or attributable to Subsurface Conditions, and Contractor shall not be entitled to submit a claim for or to obtain an extension of the Contract Time or increase in the Contract Sum due to the existence of Subsurface Conditions. Except as provided above with respect to Subsurface Conditions, if the Contractor encounters conditions at the site that are subsurface or otherwise concealed physical conditions which were not known to the Contractor, and that differ materially from those indicated in the Contract Documents the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed, and in no event later than three (3) days after first observance of the conditions and report its findings to the Owner and Architect.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15. In accordance with the terms of this Agreement, there will be no adjustment to the Contract Sum for delay arising out

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or related to the circumstances described in this Section 3.7.5.

§ 3.7.6 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this Section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

§ 3.7.7 The Contractor shall certify in writing that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Instruments of Service related to Contract Closeout.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

§ 3.8.4 When performing Work under Allowances, where reasonably possible, Contractor shall solicit and receive no fewer than three (3) written proposals and shall provide the Work on the basis of the best value for the Owner, as directed by the Architect following Owner's written approval of the cost proposal.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall not replace the Superintendent prior to Final Completion of the Work unless (1) the Superintendent shall cease to be employed by the Contractor or its subsidiaries or affiliated companies, or (2) the Owner agrees to such replacement. The Superintendent may not be employed on any other project prior to Final Completion of the Work. From Substantial Completion to Final Completion, the Superintendent shall be on-site as necessary to ensure that Final Completion occurs within thirty (30) days of Substantial Completion

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish a list to the Architect a list of all engineers, consultants, job-site superintendents, subcontractors and suppliers involved in construction. The Architect shall provide such information to the Owner. The Owner shall have the right, at any time, to require a change in any engineer, consultant, job-site superintendent, subcontractor or supplier if their performance is deemed unsatisfactory in its sole discretion.

§ 3.9.3 The Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-subcontractors and their employees.

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§ 3.9.4 Owner shall be notified as soon as Contractor becomes aware, but in no event fewer than twenty-four (24) hours before the time of that the Superintendent is required to be present at the site, that the Superintendent will not be present at the site for any reason, except illness. If the reason is due to illness, then Owner shall be notified as soon as the Contractor obtains the information, but in no event later than the beginning of the day that the Superintendent will be absent from the site. In such event of such absence, the Contractor will designate a person as acting superintendent and Contractor promptly notify the Owner of the identity and contact information for the designated acting superintendent.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work, utilizing critical path method scheduling techniques. The Schedule shall not exceed the time limits set forth in the Contract Documents. The Schedule shall thereafter be updated on a monthly basis and submitted with each Application For Payment. The receipt of an updated schedule with each Application For Payment shall be a condition precedent to the Owner's duty to make any payment pursuant to Article 9.6. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.1.1 Each Schedule shall: (1) break the work into a sufficient number of activities to facilitate the efficient use of critical path method scheduling by the Contractor, Owner, and Architect and shall assign each scheduled activity a cost value consistent with the Schedule of Values so as to allow the Owner and Contractor to project cash flow for the Project; (2) include activates representing manufacturing, fabrication, or ordering lead time for materials, equipment or other items for which the Architect is required to review submittals, shop drawings, product data, or samples; (3) with the exception of the initial schedule, shall indicate the activities, or portions thereof, which have been completed; (4) shall reflect the actual time for completion of such activities, and shall reflect any changes to the sequence or planned duration of all activities.

§ 3.10.1.2 If any updated Schedule exceeds the time limits set forth in the Contract Documents for completion of the Work, the Contractor shall include with the updated Schedule, a statement of the reasons for the anticipated delay in completion of the Work and the Contractor's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Architect to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Architect and documentation of the date such information was requested.

§ 3.10.1.3 Neither the Owner or the Contractor shall have exclusive ownership of float time in the schedule, and all float time shall inure to the benefit of the Project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity durations so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.

§ 3.10.1.4 Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. Submission of any schedule under this Contract constitutes a representation by the Contractor that: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and durations used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining Work in the sequence and time indicated.

§ 3.10.1.5 The Contractor shall recommend to the Owner and to the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions as recommended by the Contractor. Upon the Owner's acceptance of the Contractor's Stipulated Sum proposal, all contracts previously entered into by Owner shall be assigned by Owner to the Contractor who shall accept responsibility for such contracts as if it had initially entered into such contracts. Contractor shall expedite the delivery of long-lead time items. The Contractor shall receive and protect all Owner supplied material.

§ 3.10.1.6 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted

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construction schedule shall be updated to reflect actual conditions.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

(Paragraph deleted)
§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect and shall attend progress meetings at the Project Site, in such frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule.

§ 3.10.4 The Contractor shall submit to the Architect with each monthly application for payment a copy of the Progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein.

§ 3.10.5 Correction of Delay.
§ 3.10.5.1 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, or any Milestone Date unless any such adjustment is submitted by the Contractor as a Claim in compliance with Article 15 or the adjustment is otherwise agreed to in a written confirmation from the Owner and documented by written Change Order.

§ 3.10.5.2 If at any time the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.5. The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.5.3 In the event Contractor determines that the Scheduled Completion Date cannot be met by resequencing the Work, then Contractor shall immediately provide to the Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the Work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Scheduled Completion Date.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain and make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, field test records (including environmental inspection and test records), inspection certificates or records, manufacturers' certificates. The Documents to be maintained shall be kept in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner or their respective representatives, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional,

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whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. A registered architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.10.3 The Architect's review of Contractor's submittals will be limited to one examination of an initial submittal and one (1) examination of a resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on public thoroughfares adjacent or near to the Project site.

§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 Without prior approval of the Owner, the Contractor shall not permit any workers to use any of Owner's existing facilities at or adjacent to the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and District's Buildings.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of

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waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning and replace any damaged or broken glass.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor. Such reimbursement amounts may be deducted from Contractor's Final Payment Application.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect and their designated representatives, with access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work. Upon request of the Architect or Owner, the Contractor shall accompany the Architect or Owner on an inspection of the Work.

§ 3.17 Royalties, Patents and Copyrights

THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSE FEES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES DEFEND AGAINST ANY AND ALL SUITS, CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS ALLEGED TO HAVE RESULTED FROM CONTRACTOR'S INFRINGEMENT, AND SHALL INDEMNIFY AND HOLD THE OWNER THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM LOSS ON ACCOUNT THEREOF, INCLUDING ATTORNEY'S FEES (AS PERMITTED BY STATUTE), BUT SHALL NOT BE RESPONSIBLE FOR DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS, OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS, OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS, OR OTHER DOCUMENTS PROVIDED BY THE OWNER OR PREPARED BY THE ARCHITECT. HOWEVER, IF AN INFRINGEMENT OF A COPYRIGHT OR PATENT ATTRIBUTABLE TO THE OWNER OR ARCHITECT, IS DISCOVERED BY, OR MADE KNOWN TO, THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOSS **UNLESS THE INFORMATION IS PROMPTLY FURNISHED TO THE OWNER AND THE ARCHITECT.§ 3.18 Indemnification**

§ 3.18 Indemnification

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (EXCEPT AS LIMITED BELOW) AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER IN THIS SECTION 3.18 "OWNER"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT

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CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18.

§ 3.18.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.
§ 3.18.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 3.18.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 3.18.4 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE

§ 3.18.5 The indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner under said statutes are secondary to that of the Contractor.

§ 3.18.6 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Section 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

§ 3.18.7 Contractor shall promptly advise the Owner, in writing, of any claim or demand against the Owner or Contractor, known to the Contractor related to or arising out of Contractor's activities under this Contract.

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§ 3.18.8 The provisions in this Section 3.18 in its entirety shall survive the completion, termination or expiration of this contract and are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

§ 3.19 Representations And Warranties
§ 3.19.1 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;
.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and
.5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

§ 3.20 Business Standards
§ 3.20.1 Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, Subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and contracts.

§ 3.21 Antitrust Violation
To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date of the Owner's contract with the Architect terminates. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, or as they may be amended in the future.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. and delivered on time. In addition, the Architect or its structural consultant will (1) provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable; and (2) provide on-site observations prior to covering up or closing

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up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and Owner.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. An oral notification of defects and deficiencies observed in the Work shall be followed by a notice in writing to the Owner and Contractor specifying the defect(s), non-conforming Work, deviations from the Contract Documents and corrective actions taken or recommended. The Architect shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs and will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, nor shall the Architect have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. This does not, however, relieve Architect of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed by the Contractor at no additional cost to Owner. In addition, the Contractor shall reimburse the Owner for compensation paid to the Architect (whether performed by the Architect or its Consultants) or the Owner's Consultants, for additional site visits made necessary by the fault, neglect, the request of the Contractor or made necessary by the Contractor's construction defect or nonconforming Work. Any amount subject to reimbursement under this Section may be required by Owner to be deducted from the next Payment Application submitted by the Contractor and any subsequent Payment Application until paid, and if any amount remains unpaid, the balance shall be paid by the Contractor as a condition to Final Payment.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters relating to the Contract and the Project. However, the Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communication by and with the Architect's consultants shall be through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect or the Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Certain portions of the Work may be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall prevent action to require conformance, if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents. Architect and/or Contractor shall promptly notify, the other party orally and in writing, and Owner of any perceived fault or defect in the design or nonconformance of the Work with the Construction Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or Separate Contractors, and allow sufficient time in the Architect's professional judgment to permit adequate review.

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Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Contract Documents, the Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and Omissions discovered by the Architect in the Shop Drawings, Product Data and Samples, so as to keep from delaying the Work or the activities of the Owner, Contractor or other Contractors.

§ 4.2.8 The Architect will prepare, and make written recommendations to Owner regarding all Change Orders (including changes in the Work to be paid from contingency funds) and Construction Change Directives, for the Owner's approval and execution in accordance with the Contract Documents. The Architect's recommendation shall be accompanied by all supporting documentation necessary for the Owner to make an informed decision, including but not limited to an itemized turn-key proposal from the Contractor which includes quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit proposed. Prior to submission of such documentation to the Owner, the Architect shall review such proposals for reasonableness of pricing and compliance with Section 7.1.4 regarding markup. The Architect may order minor changes in the Work not involving an adjustment in Contract Sum, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4. The Architect is specifically not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect and the Owner's representative will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. Upon completion of such inspection and agreement by Owner and Architect as to Substantial Completion, the Architect may issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10. for approval by the Owner.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and not expressly overruled in writing by the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information at no additional expense to the Owner.

§ 4.2.15 The Architect may appoint an employee or other person to assist the Architect during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed Work not in accordance with the Contract Documents shall not

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prevent the Architect from insisting that the faulty Work be corrected to conform to the Contract Documents and the Contractor shall correct same.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected without providing reasonable written notice to the Owner or Architect If neither the Owner nor Architect submits a reasonable objection to such proposed substitution within ten (10) days following their receipt of written notice the Contractor may proceed with the substitution. If either Owner or Architect submit an objection, the Subcontractor shall proceed in accordance with Section 5.2.3 above.

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sum shall be allowed for failure to so inspect or investigate.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each Subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the

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Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in an amount commensurate with the Work to be performed by the Subcontractor.

§ 5.3.2 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors or vendors by the Contractor.

§ 5.3.3 The Contractor shall require any potential Subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential Subcontractor prior to entering into a contract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated Subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner or abandonment of the Project by the Contractor and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing;
- **.2** assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond relating to the Contract; and.
- .3 The Subcontractor provides bonds as required by law of prime contractors and by Owner.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. Owner shall only be responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

§ 5.5 Notice Of Subcontractor Default

Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

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§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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(Paragraph deleted)

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for site access, staging, introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work.

§ 6.2.3 All costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor. The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor, the Architect or any Consultant because of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Changes may be funded out of a contingency fund, if any, or other allowance established herein, or may require a change in the Contract Sum. The authority to approve a change to the Work, the Contract Sum, approve payment from a Contingency or Allowance, or a change in the Project Time, rests solely with the Owner. A Change Order funded from the Contingency or other Allowance shall be referred to herein for clarity as a "Contingency Authorization Order".

§ 7.1.2 A Contingency Authorization Order or Change Order shall be based upon agreement among the Owner, Contractor, and Architect executed prior to commencement of any Work covered by the Order.. A Construction Change Directive (whether funded from contingency, if any, or by an increase in the Contract Sum) requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor prior to the commencement of the Work. An order for a minor change in the Work may be issued by the Architect alone, except as otherwise provided herein.

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§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 Change Order Mark-Up. On Change Orders and Construction Change Directives, the total Contractor mark-up for overhead, profit permitted to be charged to the Owner shall be based on the following schedule:

.1 for work performed by the Contractor's own forces, Contractor's mark-up for overhead and profit shall not exceed 10% of the cost of the change in the Work (0% for change orders to be paid out of any contingency allowance).

.2 for the Contractor, for supervision of work performed by the Contractor's Subcontractors, the total Contractor mark-up for overhead and profit shall not exceed 4% of the amount due to the Subcontractors (0% for change orders to be paid out of any contingency allowance).

.3 for each Subcontractor or Sub-subcontractor involved, in Work performed by that Subcontractor's or Sub-subcontractor's own forces, the total mark-up for overhead and profit ten percent (10%) of the cost of the change in the Work.

.**4** In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 14% of the total cost of the change in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by Contingency or other Allowances provided for in the Contract Documents.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

Methods used to determine adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.2 Acceptance of a disbursement from any allowance fund, contingency fund or acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, Including but not limited to impact, delay or acceleration damages, arising from the subject matter of the disbursement or Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in. the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted as provided in Section 7.3.3.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon; (additional mark-ups for overhead and profit will not be allowed);.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; subject to the limitations of subparagraph 7.1.4; or

.3 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of the amount by which the Contractor's direct costs have actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall

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be limited to the following:

.1 Actual documented Costs of labor, including applicable payroll taxes, and other employee costs approved by the Owner prior to the approval of the Change Order or Contingency Authorization Order (a labor burden factor will not be accepted as documentation);
.2 Actual documented Costs of materials, supplies, and equipment, including cost of transportation, whether such materials, supplies, and equipment are incorporated or consumed;
.3 Actual documented Rental costs of machinery and equipment,if rented from unaffiliated third-parties, exclusive of hand tools;;
.4 Actual documented Costs of premiums for all bonds and insurance, permit fees, and applicable sales, use, or similar taxes, directly related to the change, if any; and
.5 Actual documented Costs of supervision and field office personnel directly attributable to the change and only if the adjustment causes an extension of the Contract Time.

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 7.3.5 If the Work is performed without an agreement as to the final price, the Contractor shall, at a minimum, retain and provide to the Owner, the following documentation to adequately document its actual costs of performing the scope of work set out in a Construction Change Directive. Adequate Documentation shall include at a minimum, but not limited to, payroll records for employees of Contractor providing the Work included in the Change Directive, as well as written documentation of time spent solely on the scope of the Change Directive Work, prepared concurrent with the performance of the Work, including (for example) sign-in and sign-out sheets or time cards, executed by the employee(s) documenting attendance and receipts for all materials delivered to the Project site for incorporation in the Work of the Change Directive and paid for by the Contractor. If any of the Work of the Change Directive is performed by subcontractors, the Contractor shall provide a copy of the subcontract, an itemized invoice or payment application which includes, in either case, a detailed itemization of costs showing quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit (in accordance with Section 7.1.4) labor and materials provided by the subcontractor, with receipted invoices for all materials incorporated in the Work and evidence of payment by the subcontractor attached. If the Contractor disagrees with the adjustment in the Contract Time, the Contract Sum , allowed in any Change Directive, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement (by executing and returning the Change Directive) or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time not later than ten (10) calendar days following the Contractor's receipt of the Construction Change Directive. A copy of a notice of disagreement shall also be provided to the Owner concurrent with the notice to the Architect. A Notice of Disagreement must contain the number of the Change Directive, the date the Change Directive was issued and the words "Notice of Disagreement With Change Directive" in the Subject line. It is imperative that Owner receive timely specific notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost plus the permitted overhead and profit as set forth in Section 7.1.4. When both additions and credits covering related Work or substitutions are involved in a change, both changes shall be shown on the same Change Order and the permitted allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. Returned materials shall be credited at actual cost and no penalty or restocking fee shall be permitted to be charged to the Owner.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will require as a condition precedent to certification of payment for Work completed under the Construction Change Directive that the Contractor provide the documentation required by Section 7.3.4, and based on such

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documentation, shall make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect is specifically authorized by this Section 7.3.9 to require submission of such documentation and any other documentation required to evaluate the requested payment, and shall withhold payment certification until such documentation is received and an interim determination is made in accordance with this Section. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15..

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

With prior written notice to the Owner's representative the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 Commencement. The date of commencement of the Work shall be the first business day following the Contractor's written notice to proceed. The notice to proceed shall not be issued until the Agreement has been signed by the Contractor and the Owner, and the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11.

(Paragraph deleted)

§ 8.1.3 Substantial and Final Completion

§ 8.1.3.1 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.3.2 The date of Final Completion is the date certified by the Architect in accordance with Section 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) days after the date of Substantial Completion

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor The date of commencement of the Work shall not be changed by the effective date of such insurance..

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

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§ 8.2.4 Liquidated Damages

§ 8.2.4.1 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the per diem amounts set out in the AIA Document A101 (2017) or the AIA Document A133 (2019) into which these General Conditions are incorporated and executed concurrently with these General Conditions, commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work.

§ 8.2.4.2 In the event Substantial Completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to Contractor all liquidated damages, if any, due Owner in accordance with the Contract Documents.

§ 8.2.4.3 In addition to Liquidated Damages, if any, the Contractor shall reimburse the Owner for any Supplemental or Additional Services of the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor or caused by Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.2.4.4 If one or more of the Liquidated Damages provisions set out in the Agreement are held to be legally unenforceable as a penalty (except when the holding is the result of a challenge by the Owner), the Owner shall be allowed to recover actual damages caused by the Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by war, civil commotion, pandemic, epidemic, federal, state or local declared disaster or public emergency, act of God, governmental restrictions, regulations, orders, or interference, fire or other unavoidable casualty, material changes ordered in the Work; adverse weather conditions documented in accordance with Section 15.1.6 by delay authorized in writing by the Owner prior to the happening of the delay event; or (5) by other causes that the Contractor asserts, and the Architect and Owner determine, justify delay, then the Contract Time may be extended for such reasonable time as the Architect and Owner may determine based upon documentation by the Contractor.

§ 8.3.1.1 The adjustment of the Contract Time for delay, disruption, and interference described in this Section 8.3.1 is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's timely delivery of the notice and claim as set out in this Section 8.3.1. An adjustment to the Contract Time shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Section 8.3.1, and under no circumstances shall the Owner be liable to pay the Contractor any compensation for Owner-caused delays.

§ 8.3.1.2 Notice and Claim for Extension. In the event of a delay in the commencement or progress of the Work as a result of any of the circumstances in this Section 8.3.1, the Contractor may receive an extension of time for completion of the Work equal to the delay, if the Contractor delivers a written notice and claim to the Owner and Architect delivered in any manner provided in Section 1.6.1 of this Agreement. The Notice shall identify and provide a reasonably detailed description of the circumstances causing the delay, disruption, or interference to the Contractor's performance or progress of the Work on or before the due date of Contractor's Application for Payment covering the period in which the delay began. Claims for an extension of time shall be stated in whole or half calendar days, as applicable. The actual date on which the delay(s) began and/or the date the delay ended, if applicable, must be stated in the Claim Notices as applicable.

§ 8.3.2 In the case of claims for extension of time because of unusually inclement weather, such extension of time may be granted only if the Contractor files a claim in accordance with the requirements set out in Section 15.1.6.

§ 8.3.3 Contractor shall not be entitled to an adjustment in the Contract Time for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

§ 8.3.4 Any adjustment of the Contract Time authorized under Section 8.3 shall be conditioned on such adjustment

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being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's submission of a timely and properly documented Notice and Claim for additional time in accordance with Section 8.3.

§ 8.3.5 Adjustments to the Contract Time addressed in this Section 8.3 shall apply only to requests for extensions of time based upon delay, disruption, or interference to the Contractor's performance or progress of the Work and shall have no applicability to requests for adjustment of the Contract Time due to other changes in circumstance, including but not limited to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services or materials required, beyond those specified by the Contract Documents. Claims for an adjustment of the Contract Time resulting from these kinds of changes shall be authorized only pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work in accordance with the Contract Documents.

§ 8.4 No Damages or Other Compensation for Delay or Acceleration

This Agreement does not permit recovery by the Contractor of damages or additional compensation for delay, acceleration, disruption, or interference to the Contractor's performance or progress of the Work Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time including but not limited to delay, disruption, or interference caused by the Owner the Architect, of an employee of either, or of a Separate Contractor, any of the circumstances set out in Section 8.3.1 or acceleration of the Work required by the Owner in accordance with the terms of this Agreement. Contractor's sole remedy for delay disruption, or interference in its performance or progress of the Work or any required acceleration of the Work shall be the grant of an extension of time for completion equal to a delay or such reasonable time as the Owner and Architect may determine in their sole discretion.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All costs of overtime Work required by the Contract Time and the nature of the Work, as set forth in or inferable from the Contract Documents, except costs of emergencies covered in Section 10.4, shall be and are included in the Contract. The Contract Sum shall not be increased because the Contractor experiences an unexpected or unforeseeable increase in the price of labor or materials required to complete the Project.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted by written agreement between the Owner and Contractor, executed prior to an order being placed based on the unit prices.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702-1992 and G703-1992, Application and Certificate for Payment and Continuation Sheet.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage withheld. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

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§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor has not been invoiced by a Subcontractor or supplier, unless such Work has was self-performed in such case, only portions of Work actually performed shall be included on the Contractor's request for payment.

§ 9.3.1.3 Contractor agrees that, for purposes of Texas Government Code section 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Architect's Certificate for Payment shall be construed as a receipt of an invoice by the Owner, for purposes of Texas Government Code section 2251.042.

§ 9.3.1.4 The Owner shall withhold retainage as provided in the Agreement, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein. The retainage shall be paid to the Contractor with the Final Payment, subject to the requirements of the Contract Documents.

§ 9.3.2 Unless otherwise provided in in a separate written agreement executed between the Owner and Contractor Prior to delivery, payments shall not be made on account of materials and equipment delivered and stored at the site or off-site for subsequent incorporation in the Work. The Owner may, in Owner's sole discretion, require Contractor's compliance with such reasonable procedures and requirements as it may establish, as a condition precedent to the grant of Owner's consent and agreement to payment, including but not limited to the following:

.1 provision of any additional insurance required to protect the materials and equipment while stored;
.2 payment of the costs to store the materials and equipment and any additional transportation costs for multiple deliveries;
.3 provision of written consent of Contractor's surety to such storage;
.4 submission of an affidavit identifying materials and equipment stored off-site for later incorporation into the Work, and acknowledging responsibility for such materials and equipment;
.5 provision of documentation that the facility where the materials and/or equipment will be stored is an adequately insured commercial warehouse, where the materials and equipment stored will be sheltered from the weather and outside elements and are stored in accordance with the manufacturer's instructions, including proper temperature and humidity controls and that the materials and equipment have been physically separated and marked for the Project;
.6. its agreement to bear the cost of Owner and/or Architect's visits to the off-site storage facility to confirm compliance with these requirements and review the stored contents, and Contractor shall agree to allow such costs to be offset from Progress Payments;
.7 agreement that payment of any costs related to compliance with the procedures and requirements for storage of materials and equipment on or off-site, shall not be subject to charges for overhead or profit;
.8 submission of bills of sale or other documentation acceptable to the Owner, showing proof of delivery and establishing the Owner's title to the materials or equipment and/or otherwise protecting the Owner's interest, including naming the Owner as additional insured on the required insurance policy (naming the specific materials or equipment stored and their location) and providing proof of delivery for those materials and equipment;
.9 agreeing that, in the event of termination of the Contract or default by the Contractor, the material and equipment stored on or off-site shall be immediately turned over to the Owner by delivery to the location designated by the Owner and that the operator of the storage facility is aware of this agreement and willing to honor it; and
.10 agreeing that all such stored materials and equipment, to the extent they include mechanical components, will be maintained by the Contractor kept in good working condition and ready for immediate installation, to the same extent they would have been, had they been delivered "just in time" for installation, that Contractor will be solely responsible for assuring any manufacturer's warranty will commence on date of completion of installation and/or start-up of the material or equipment and for repairs required prior to installation to assure performance in accordance with the Contract Documents.

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§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY A SUPPLIER, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR ORSUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS PREVIOUSLY MADE BY THE OWNER TOCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

§ 9.3.4 In each Application for Payment, Contractor shall certify that: the information contained in the Application presented is true, correct, accurate and complete; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and, unless an agreement described in Paragraph 9.3.2 has been signed, incorporated into the Work; that the subcontractors whose work is identified in the Applications for Payment have been paid, or Contractor has been invoiced for same and intends to pay such subcontractors; there are no known mechanics' or materialmens' liens outstanding at the date of the Application, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmens' liens on the Work, and that releases from all contractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, carefully evaluate and review the Application for Payment and, when appropriate, return the Application for Payment to the Contractor as provided in Section 9.4.2. If the Application for Payment is complete, then the Architect shall sign and, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 et seq.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion based on the Architect's evaluation of the Work and the data in the Application for Payment, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect in writing to the Owner. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed

§ 9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.
- **.8** delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of Subcontractors and insurance requirements;
- **.9** failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract Time;
- **.10** evidence of financial inability to perform the Contract fully;
- **.11** failure to submit record documents required by the Contract; or
- **.12** failure of the Contractor to perform any other obligations of the Contract.

§ 9.5.2 If the Contractor disputes the Architect's or the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15..

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. Notwithstanding any provision contained within this Article, if the Contractor has not achieved Substantial Completion by the required date, subject to extensions of time allowed under the Contract Documents, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. then Architect may withhold any further Certificate for Payment to the extent necessary to preserve sufficient funds to complete construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1, or this Section 9.5.4.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued and the Owner has approved a Certificate for Payment, the Owner shall make payment of disputed amounts in the manner and within the time provided in the Contract Documents, and in accordance with the Texas Government Code section 2251.042 et. seq., Owner shall within twenty-one (21) days notify the Architect and Contractor if Owner disputes the Architect's Certificate for Payment, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents.

§ 9.6.2 In compliance with Texas Government Code Section 2251.022,the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the construction, furnished and equipping of the improvements and the performance of the Work,

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and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract. Contractor shall include a provision in each of its contracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 The Contractor shall, as a condition precedent to any obligation of the Owner under the Contract Documents, provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253. Notwithstanding the foregoing, payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 Pursuant to Texas Government Code Section 2251.051,if the Owner does not pay the Contractor any payment certified by the Architect, which is undisputed, due and owing after the date the payment is due under the Contract Documents, then the Contractor may, upon ten (10) days' written notice to the Owner and Architect, that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until payment of the undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect to either: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is

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entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. provided, however, as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project (or if the same cannot be delivered for reasons not the fault or responsibility of the Contractor, nevertheless all Contractor's obligations necessary to the issuance of such certificates, permits, approvals, or licenses will have been performed.) Without limiting the foregoing, in general, the only remaining Work following Substantial Completion shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect accompanied by the Owner or Owner's representative, at the Owner's option, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, then the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 If, in Architect's opinion during the inspection, the Project, or the designated portion thereof which Owner has agreed to accept separately, is not sufficiently complete to warrant inspection, or if the list of items to be completed or corrected is not sufficiently complete to warrant inspection, then Architect may terminate the inspection and notify the Contractor that the Project is not ready for inspection. If for such reasons, Architect is required to make additional inspections, the Owner may deduct the cost of Architect's additional services made necessary thereby from any payments due the Contractor. The Architect's compensation shall be determined in accordance with the applicable provisions of the Agreement between the Owner and Architect.

§ 9.8.3.2 Except with the consent of the Owner, the Architect will perform no more than ONE (1) inspection to determine whether the Work has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, as defined by the Contract Documents, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. If Work is to be completed or corrected after the date of Substantial Completion and prior to final payment, Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the Work is completed or corrected and accepted by the Owner and Architect, or the date of Final Payment. ("Warranty Commencement Date").

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

§ 9.8.6 Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

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§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to in writing by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work resulting from such occupancy, use or installation, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties on the partially completed portion of the Work, as required by the Contract Documents Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon in writing , partial occupancy or use of a portion or portions of the Work or installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements of the Contract Documents , nor shall it constitute evidence of Substantial Completion or Final Completion.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 When all of the Work is finally completed and the Contractor is ready for a final inspection it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect and Owner (at Owner's option) will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Work has been completed in accordance with the Contract Documents and that remainder of the Contract Sum, including all retainage, less any amount withheld pursuant to the Contract and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work has attained Final Completion in accordance with the Contract Documents. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other liabilities connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by t. Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6 except for amounts previously withheld by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may have
been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability; (7) In addition, the following items must be completed and received by the Owner before Final Payment will be due:

.1 Written certifications required by Sections 10.5, 10.6, and 10.7 herein;

.2 Final list of subcontractors (AIA Document G705-2001);

.3 Contractor's Certification of Project Compliance required by 16 Texas Administrative Code, Section 61.1036, located at: https://tea.texas.gov;

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.4 Contractor's warranties, organized as required elsewhere in the Contract Documents;
.5 Maintenance and Instruction Manuals;
.6 Owner's Certificate of Final Completion; and
.7 "As-constructed record drawings". At the completion of the Project, the Contractor shall submit one complete set of "as-constructed" record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-constructed" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above.

§ 9.10.3 The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the Architect's execution of a final Certificate for Payment. Final Payment shall not constitute a waiver of any Claims by the Owner.

(Paragraphs deleted)
§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 The Contractor shall not permit any actual or purported lien, charge or claim to attach or attempt to attach to the Work, the site or any amounts due or to become due to the Contractor under the Contract Documents. If any such lien, charge or claim is so asserted, the Contractor shall promptly procure its release and indemnify the Owner against all damage and expense incident thereto. Upon completion of the Work and before any final payment and settlement, the Contractor shall provide evidence satisfactory to the Owner of payment and release of all debts, taxes, liens, charges, obligations and claims for or relating to labor, materials, Subcontractors and Sub-subcontractors; provided, however, that if the Contractor has not paid for any of the aforesaid as a result of a bona fide dispute, and payment of such is guaranteed and covered by the payment bond provided by the Contractor, then the Contractor shall not be required to pay such claim as a condition to final payment and settlement, but instead shall be required to provide Owner with written consent to final payment executed by such surety, expressly acknowledging the existence of such unpaid claim, and agreeing that full and final payment to the Contractor shall not impair any of the Owner's rights or the surety's obligations under the bond.

§ 9.11 Audit
Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

§ 9.12 In addition to any liquidated damages payable to the Owner by the Contractor, if: (1) the Architect is required to make more than one (1) inspection for Substantial Completion; (2) the Architect is required to make more than 1 inspection for Final Completion; or (3) the Work is not substantially complete within thirty (30) days after the date established for Substantial Completion in the Contract Documents; the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections or services.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 et seq., and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.1.1 Contractor shall ensure that the Project site is alcohol-free, drug-free, nicotine/ tobacco-free, e-cigarette free, weapon-free, and sexual-harassment free, and shall require strict compliance on the Project Site with the Owner's Board Policies, including but not limited to GKA(Legal) and GKA(Local). Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

§10.1.2 Dress Code, Fraternization and Sexual Harassment. Contractor shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Contractor shall prohibit fraternization between all persons working under Contractor or any of its subcontractors, students and Owner's employees while on Owner's property. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

§ 10.1.3 Weapons. Owner has also banned use, possession, or display of any firearm, handgun, location-restricted knife, club, or "prohibited weapon", as defined by the Texas Penal Code and Owner's Board Policy FNCG(Legal), except when the Contractor, its representatives, employees, agents, and subcontractors, or anyone else over which the Contractor has control or authority holds a Texas handgun license, stores the handgun or other firearm in a locked vehicle in the Owners parking lot, garage, or other parking area provided by the Owner AND the firearm is not loaded and not in plain view. A copy of such policy is available through a link on the Owner's website. The Contractor further agrees that Contractor's representatives, employees, agents, and subcontractors will abide by these requirements as well as the Federal Gun-Free School Zones Act.

§ 10.1.4 Tobacco and E-Cigarettes. Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not use e-cigarettes or tobacco products while on the Project Site.

§ 10.1.5 Small Unmanned Aircraft (Drones). The Contractor shall operate any Small Unmanned Aircraft as required by 14 C.F.R. Part 107. as applicable, and any other applicable federal or state laws and regulations.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work, school personnel, students and other persons on the Owner's premises and other persons who may be affected thereby, which protection shall include the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility, and taking reasonable precautions to secure any abusable glue, aerosol paint, or any other chemical substance for inhalation being used on the project site;.

2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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.3 other property at the site or adjacent thereto, such as fences, trees, shrubs, lawns, walks, athletic fields and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. Contractor's obligations under this Section shall continue to apply during any time period when all or a portion of the Work is suspended for any reason. Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including installing fencing, posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.2.4 When use or storage of hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

(Paragraph deleted)

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

10.2.8.1 If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding three (3) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. No provision of the Contract Documents shall waive Owner's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.

§ 10.2.8.2 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative and the Architect.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. If such notice is provided orally, written confirmation of such notice by Contractor shall be provided not later than one (1) business day following such notification. Owner shall not be responsible for materials or substances brought to the site

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by the Contractor.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall, as soon as reasonably possible, obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. Contractor may be entitled to an extension of the Contract Time in accordance with Article 8.3.

§ 10.3.3 To the extent permitted by the laws and Constitution of the State of Texas, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Notwithstanding anything to the contrary contained in this Section 10.3.3, the agreement of the Owner to indemnify, defend and hold harmless the parties described in this Section shall not extend or apply to claims, damages, losses, expenses or liabilities related to, created or caused in whole or in part by a party indemnified hereunder; it being agreed and understood that the Owner and any party so indemnified shall each bear liability for its own negligent acts or omissions, and that such indemnity shall extend only to liability for the negligent acts and omissions of the Owner.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 Except to the extent that the cost and expense are due to the Owner's fault or negligence, if Contractor imports hazardous materials onto the Project site, the Contractor shall indemnify and hold harmless the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, (2) where the Contractor fails to perform its obligations under Section 10.3.1; and (3) any fines or penalties of government agencies directly resulting from the Contractor's importation of the hazardous materials onto the Project site.
.

(Paragraph deleted)

§ 10.4 Emergencies

§ 10.4 .1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.4.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

§ 10.5 Asbestos Or Asbestos-Containing Materials. Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor. Final

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Payment shall not be made until this written certification has been received.

§ 10.6 Lead-Free Material In Potable Water System
§ 10.6.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

§ 10.6.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.7 Hazardous Materials Certification
The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor and the Contractor's Subcontractors shall purchase and maintain in force, insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the table below the Agreement or elsewhere in the Contract Documents. No Work will be commenced, and no equipment or materials may be shipped, until all requirements of Article 11 have been satisfied, satisfactory evidence of insurance has been provided, and all required insurance is in full force and effect. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Texas.

Workmen's Compensation:	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	Bodily Injury by Accident - $500,000 Each Accident. Bodily Injury by Disease - $500,000 Each Employee. Bodily Injury by Disease - $500,000 Policy Limit.
Commercial General Liability: (Premises Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage)	$1,000,000.00 – combined single limit for bodily injury and property damage $2,000,000.00 - aggregate
Property Damage Independent Contractors Contractual Liability	$1,000,000.00 each occurrence $2,000,000.00 aggregate per project (Same limits as above) (Same limits as above)
Automobile Liability: Bodily Injury/Property Damage	$1,000,000.00 combined single limit $1,000,000.00 each occurrence

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Umbrella or Excess Liability	$2,000,000.00 - each occurrence $2,000,000 - aggregate
Owner's Protective Liability Insurance: Contractor must obtain an owner's liability insurance policy, at Contractor's expense, naming the District and its employees.	Bodily Injury - $1,000,000 Each Occurrence Aggregate - $1,000,000.
All Risk Builders Risk against the perils of fire, lightening, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by Owner.	

§ 11.1.2 The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner..

§ 11.1.3 The General Liability and Automobile policies so issued in the name of Contractor shall also name the Owner as additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage (and associated Umbrella Coverage) required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

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(Paragraph deleted)
§ 11.1.4 If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.1.5 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1.6 Contractor shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Section 11.1.1. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 11.1.8 hereof shall apply.

§ 11.1.7 Contractor and its Subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its Subcontractors are in force and the necessary certificates and statements pursuant to Section 11.1.6 hereof have been received by Owner and the Architect has issued a written notice to proceed.

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§ 11.1.8 As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Section 11.1 hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

§ 11.1.9 Workers' Compensation Insurance Coverage.

.1 Definitions:

.1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

.1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

.5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

.9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage

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showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.4 obtain from each other person with whom it contracts, and provide to the Contractor: (a) a certificate of coverage, prior to the other person beginning work on the Project; and (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

.9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC §110.110(c)(7)]

§ 11.2 Owner's Insurance

(Paragraphs deleted)

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PERFORMANCE BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum.

(Paragraphs deleted)

§ 11.4.2 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional obligee.

§ 11.4.3 The Payment and Performance Bond shall meet requirements of Chapter 2253 of the Texas Governmental

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Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

§ 11.4.4 The Sureties shall promptly file a signed copy of the Contract, Performance Bond, and Payment Bond with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code.

§ 11.4.5 All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

§ 11.4.6 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.7 Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.8 Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.
§ 11.4.9 By inclusion of this Section 11.4.9 in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architect, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

§11.5 Adjustment and Settlement of Insured Loss

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered prior to inspection, contrary to the Architect's request or to requirements specifically expressed in the Contract Documents or if any known deficiencies exist, it must, if requested by the Architect, be uncovered by the Contractor for the Architect's examination and be replaced at the Contractor's sole expense without change in the Contract Time. If the uncovered work is determined by the Architect upon inspection to be deficient or not in accordance with the Contract Documents, the uncovered Work which is deficient or not in accordance with the Contract Documents shall be corrected and covered at the Contractor's sole expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense. If the a

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request inspection of the Work prior to covering or including a requirement for inspection in the Contract Documents is within the Architect's standard of care and the Architect has failed to timely make such request or include the requirement in the Contract Documents, the Architect shall reimburse the Owner for the actual costs of uncovering and recovering such Work and additional costs of correction, if any, caused by covering the Work prior to inspection.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense and will be subject to offset by the Owner at Final Payment..

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Owner shall give such notice of the condition to the Contractor with reasonable promptness after discovery of the condition. The Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition in its non-conforming state. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor based on a breach of the warranty contained in this Section 12.2.2.1 providing for correction of Work during the one-year period. If the Contractor fails to correct nonconforming Work within a reasonable time during the period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 Contractor shall (i) re-execute any parts of the Work that fails to conform with the requirements of this Agreement that appear during the progress of the Work; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Substantial Completion of the Work hereunder, or within such longer period of time as may be set forth in the Drawings and Specifications or other Contract Documents; and (iii) replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not

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conform to the requirements of the Contract Documents or defects in the Work or by the negligent act of the Contractor or its employees, agents or subcontractors. The cost to Contractor of performing any of its obligations under this Section 12.2.6 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provisions of this Section 12.2.7 shall not apply to corrective Work attributable solely to the acts or omissions of any separate Contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made by written agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost to the Owner of the correction.

§ 12.2.9 Contractor's express warranties set out in this Article 12 shall be in addition to, and not in lieu of, any other warranties or remedies Owner may have under the Contract Documents, at law, or in equity for defective Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the County in which the Project is located. Any litigation to enforce or interpret any terms of the Contract, or any other litigation arising out of or as a result of the Contract, shall be brought in the State courts of said County. No provision of this Agreement shall waive any immunity or defense.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract in whole or in part without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender or other entity providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contact Documents.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction. The Contractor shall give timely notice to the persons or entities selected by the Owner of the need for such services. The Contractor shall give the Architect timely notice of when and where tests and

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inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense. Architect, Owner and Contractor shall cooperate for the timely scheduling of such tests and inspections.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including but not limited to those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Undisputed payments due and unpaid under the Contract Documents shall bear interest in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 Equal Opportunity In Employment

§ 13.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.6.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

§ 13.7 Contractors Records

§ 13.7.1 Contractor agrees to furnish Owner such information as may be available in Contractor's files and records for the Project for the purpose of aiding Owner in establishing a depreciation schedule for the Project or such portions thereof as Owner may determine.

§ 13.7.2 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office or the principal offices of the Contractor, at the sole option

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of the Owner.

§ 13.7.3 For all Change Orders, Allowances and expenditures from Contingency Funds, Contractor shall also maintain, in accordance with the provisions of Section 13.9.1, the following: contract files, including proposals of successful and unsuccessful bidders, bid recaps and contractor payments; original estimates; estimating Work sheets; general ledger entries detail cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.4 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

§ 13.7.5 Contractor shall keep all Construction Documents related to the Project, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.7.6 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, as its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 No Third-Party Beneficiaries
There are no third-party beneficiaries to this agreement.

§ 13.9 Proprietary Interests And Confidential Information
§ 13.9.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

§ 13.9.2 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; detailed layouts of the Owner's Facilities; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

§ 13.9.3 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, et seq., and the Texas Open Meetings Act, Texas Government Code, Section 551.001, et seq.

§ 13.10 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 If the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor for any of the reasons set forth below, the Contractor may terminate the Contract upon twenty (20) days written notice to Owner and Architect if the Work is not allowed to commence within such period. The sole grounds for termination under this Subsection 14.1.1 are as follows:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Owner has not made payment of undisputed sums due on an approved Certificate for Payment within the time stated in the Contract Documents; or

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§ 14.1.2 If through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less, the Contractor may terminate the Contract so long as Contractor has provided Owner and Architect with written notice of its intent to terminate in the event of additional delays of not less than twenty (20) days and has furnished written notice of termination to Owner and Architect no less than seven (7) days prior to the effective date of termination.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment in an amount which would have been recoverable had the termination been for the Owner's convenience..

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon ten (10) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents;
- **.5** fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- **.6** engages in or permits serious or repeated worker misconduct in violation of Article 3.3;
- **.7** engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or
- **.8** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, subject to any prior rights of the surety, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient.

In any such event title to the Work and any products thereof, whether completed or partially completed, as well as all materials prepared, procured or set aside by the contractor for use in the work , shall vest in the Owner at the Owner's option, and the Owner may enter the Contractors premises and remove the same therefrom. No election herunder shall be construed as a waiver of any rights or remedies of the Onwe with regard to any breach of the Contract Documents.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts actually earned to the date of termination.

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architects' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance of the Contract Sum, then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to

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the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; for profit only on that portion of the Work executed, and reasonable costs of demobilization.

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in this Section 14.4.3.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

(Paragraph deleted)

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor, shall be initiated by notice to the Owner and to the Architect. Claims under this Section 15.1.3.1 shall be initiated within 21 calendar days after the occurrence of the event giving rise to such Claim or within 21 calendar days after the claimant first knew or should have known of the condition giving rise to the Claim, whichever is earlier. If the full impact cannot be assessed as of the date of the Notice, then Notice shall be provided and amended by a second notice at the earliest date that is reasonably possible, but in no event later than the date of Contractor's Application for Payment covering the period in which the impact can be assessed and quantified.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required. If Texas Government Code, Chapter 2272 is applicable to the Claim, the Owner shall comply with the requirements set out therein as a condition precedent to any initiation of any litigation. .

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for work performed in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum (provided such a claim is specifically permitted by the Contract Documents), notice as provided in Section 15.1.3 shall be given to the Owner and Architect. before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. The Architect will promptly investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

(Paragraph deleted)

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions occurred at the locality of the Work which were abnormal for the period of time, were in excess of that normally experienced at the job site, could not have been reasonably anticipated, and prevented the execution of Work on scheduled Working Days. The term "Adverse Weather Conditions" as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the Local Climatological Data maintained by NOAA's National Centers for Environmental Information [formerly the National Climatic Data Center (NCDC)] from the station closest to the location of the Work. No day will be counted as a rain-day when substantial Contractor forces are able to perform

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Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Requests for an extension of the Contract Time pursuant to this Subparagraph shall be submitted to the Architect not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred, but shall be applied only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. As provided herein, Contractor shall only be entitled an extension of the Contract Time per the terms of the Contract Documents and no damages shall be paid for delays.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** No indirect or consequential damages will be allowed.
- **.2** No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated loss of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.
- **.3** Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- **.4** No damages will be allowed for home office overhead or other home office changes or any Eichleay formula calculation.

Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, nor will this Section 15.1.7 be deemed to apply to delay damages, which are prohibited entirely.

§ 15.2 Initial Decision

§ 15.2.1 Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect but excluding those arising under Section 10.3, shall be referred initially to the Architect for consideration and recommendation to the Owner. An initial recommendation by the Architect shall be required as a condition precedent to mediation of any Claim, after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect.

§ 15.2.2 The Architect will review Claims and within ten (10) days of receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the Contractor; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Architect is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

§ 15.2.3 Following receipt of the Architect's initial recommendation regarding a claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Price and/or Contract Time. If no agreement can be reached either party may request mediation of the dispute pursuant to Article 15.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. .

(Paragraphs deleted)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 Waiver Of Lien

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

§ 15.3 Mediation

§ 15.3.1 In the event that the Owner or the Contractor shall contend that the other has committed a material breach of

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this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator qualified as an impartial third party for purposes of Section 154.052 of the Texas Civil Practice & Remedies Code.

§ 15.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties. .

§ 15.3.3 In the event the Owner and the Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.5 Nothing herein shall preclude the Owner or the Contractor from requesting that the Architect or one or more subcontractors be joined as parties to the mediation, to the extent allowed by their respective contracts.

§ 15.3.6 Any claim not resolved in mediation pursuant to Section 15.3 shall be subject to litigation as the sole method of dispute resolution.

§ 15.3.7 Unless otherwise agreed in writing by the Owner in the Owner's sole discretion, the Contractor may not bring a legal action against the Owner unless:

.1 the Contractor has given written notice to the Owner of the Claim, dispute, or other matter giving rise to the legal action within ninety-one (91) days after the date of the start of the event giving rise to the Contractor's Claim, dispute or other matter, and

.2 the legal action is brought within two (2) years and one (1) day after the date of the start of the event giving rise to Contractor's Claim, dispute or other matter.

§ 15.4 Arbitration

This Section 15.4 and all subparts are intentionally deleted. No dispute arising under the Contract Documents, these General Conditions or the underlying Contract shall be subject under any circumstances to Arbitration as the method of binding dispute resolution and Owner rejects any selection otherwise made by the parties.

§ 15.5 Immunity

Contractor stipulates that Owner is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically provided by law.

Executed on this the _____ day of ____, 20 ___

MCALLEN INDEPENDENT SCHOOL DISTRICT		
OWNER (*Signature*)		CONTRACTOR (*Signature*)
, President		
(Printed Name and Title)		*(Printed Name and Title)*

APPROVED AS TO FORM
Johnathan Ball, McAllen ISD Staff Attorney

By:

(Paragraphs deleted)

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PAGE 1

(Name, legal status and address)

* In this Agreement, any reference to "Architect" herein shall mean "Engineer."

THE CONTRACTOR

PAGE 2

15 CLAIMS AND DISPUTES

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~~**ARTICLE 1 GENERAL PROVISIONS**~~

~~**§ 1.1 Basic Definitions**~~

~~**§ 1.1.1 The Contract Documents**~~

~~The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.~~

~~**§ 1.1.2 The Contract**~~

~~The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.~~

~~**§ 1.1.3 The Work**~~

~~The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.~~

~~**§ 1.1.4 The Project**~~

~~The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.~~

ARTICLE 1 GENERAL PROVISIONS

~~**§ 1.1.5 The Drawings**~~

~~The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.~~

§ 1.1 Basic Definitions

~~**§ 1.1.6 The Specifications**~~

~~The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.~~

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§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, Project Manual and the Bid or Proposal Documents prepared and submitted by the Owner and the Contractor's Bid or Proposal submitted by the Contractor, to the extent they do not conflict with the terms of this Agreement, and other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. After execution of the Original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

~~**§ 1.1.7 Instruments of Service**~~

~~Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.~~

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

~~**§ 1.1.8 Initial Decision Maker**~~

~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 Instruments of Service
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.
§ 1.1.9 The terms "bids" or "bidding" shall include any kind of competitive purchasing under the Texas Education Code Chapter 44 and Texas Government Code Chapter 2269.

§ 1.1.10 Miscellaneous Other Words
§ 1.1.10.1 Business Day
The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Trustees on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or special events.

§ 1.1.10.2 Calendar Day
A calendar day is a day on the Gregorian calendar. The Contact Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.10.3 Holidays
Owner approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.10.4 Work Day
Work days include all calendar days except Holidays, Saturdays and Sundays.

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§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contractor shall have obtained, before the submission of Contractor's Proposal, an interpretation in writing from the Architect as to what shall govern. The Architect, in case of such conflict, may interpret or construe the document so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

...

§ 1.2.4 Precedence Of The Contract Documents
The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1".
.1 Contract Modifications signed by Contractor and Owner.
.2 Addenda, with those of later date having precedence over those of earlier date.
.3 General Conditions - AIA Document A201-2017, as modified by the Owner for the Project.

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.4 Agreement – AIA Document A101-2017 or A133-2019, as modified by the Owner for the Project.
.5 Specifications and Drawings.
.6 Bid/Proposal Documents including the Project Manual, Contractor's Bid or Proposal Documents (to the extent such Bid or Proposal submitted by the Contractor is part of the Contract Documents and is not inconsistent with other portions of the Contract Documents)

§ 1.2.5 Relation Of Specifications And Drawings
Specifications and Drawings are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.5.1 Drawings and Specifications are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.5.2 Where, in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on this Project by the Architect.

§ 1.2.5.3 When the Work is governed by reference to standards, building codes, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of the Agreement date shall apply.

§ 1.2.5.4 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

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whom the notice is addressed and shall be deemed to have been duly served if delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given in person, by mail, by courier, or by electronic transmission if a method for electronic transmission ~~is set forth in the Agreement.~~(e-mail or facsimile) or other
commercially reasonable means and will under any of these circumstances, be effective when actually received. Any address for notice may be changed by written notice delivered as provided in this Section 1.6.

...

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit or such other form agreed to by the parties, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

...

§ 2.1.1 The Owner is the ~~person or entity identified as such in the Agreement~~ Board of Trustees of the McAllen Independent School District and is referred to throughout the Contract Documents as if singular in number. The Owner ~~shall designate in writing a representative who shall have express authority to bind the Owner with respect to all~~

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~~matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority.~~ may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Except as otherwise provided in Section 4.2.1, the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized ~~representative.~~representative

§ 2.1.2 The Owner ~~shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~may engage a third-party consultant to represent the Owner. The Owner will notify the Contractor of the identity of such consultant

...

§ 2.2.1 ~~Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~Pursuant to the requirements of Texas Business and Commerce Code section 56.054(e)(3), the Owner represents that funds are available and have been authorized for the full contract amount of the Work..

§ 2.2.2 ~~Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

§ 2.2.3 ~~After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

§ 2.2.4 ~~Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

...

§ 2.3.4 The Owner ~~shall~~ may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the ~~site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.~~site, but shall have no duty to do so. Notwithstanding the foregoing, if the Owner provides such survey, the Contractor shall remain responsible to independently investigate the physical characteristics, legal limitations, and utility locations for the Project site. In the event that the Contractor damages any utilities during construction, the contractor shall immediately repair the same at its sole cost and expense.

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§ 2.3.5 ~~The Owner shall furnish information~~ Information or services required of the Owner by the Contract Documents ~~with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.~~shall be furnished by the Owner within a reasonable time following actual receipt of a written request

§ 2.3.6 ~~Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~The Contractor, Owner and Architect shall agree on an appropriate quantity of drawings and specifications to be printed and distributed for bidding purposes. The drawings shall be provided by the Architect and paid for by the Owner.

§ 2.3.7 Owner's personnel or consultant may, but are not required to be present at the construction site during progress of the Work to assist the Architect in the performance of his duties, and to verify the Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

§ 2.3.8 The Owner (either directly or by contract with the Architect) may furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 2.3.9 The Owner, (directly or by contract with the Architect), when such services are required, in the professional opinion of the Architect, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 2.3.10 The Owner will contract for, independently of the Contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for the acceptance of the Work by the Owner as required by the Texas Government Code, Section 2269.058.
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If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by ~~Section 12.2~~ Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or ~~entity, except to the extent required by Section 6.1.3.~~entity. This right shall be in addition to, and not in restriction of, the Owner's right under Section 12.2.

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~~If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.~~**§ 2.5.1** If the Contractor is in default in any of its material obligations hereunder, neglects to timely carry out the Work in accordance with the Contract Documents, or fails to correct nonconforming or defective Work as required by Section 12.2, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or such

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non-conforming or defective Work with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or such non-conforming or defective Work at the sole cost of the Contractor. The Architect may, pursuant to Section 9.5.1, withhold or nullify the Contractor's Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such default or such non-conforming or defective Work, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure to correct such non-conforming or defective Work. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.5.2 Nothing contained in this Section 2.5 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied

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§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation: (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site, or for price escalations in the marketplace. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to ~~Section 2.3.4,~~ Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor shall not perform any Work it knows involves an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the Work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the Work or honor its warranty, or will result in a limitation of or interference with the Owner's intended use, then the Contractor shall promptly notify the Architect and Owner, in writing providing substantiation for its position.

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§ 3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to lines, cables, pipes, and pipelines identified to Contractor.

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§ 3.2.6 The Owner and Contractor agree that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agree that the Owner makes no warranty as to the completeness or accuracy of the Contract Documents, either express or implied. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies or omissions in the Contract Documents which would delay the Contractor in the performance of the Contract Work. The Contractor shall not be entitled to any damages or increase in the Contract Amount due to delays or disruptions to the Work. This limitation on damages is further subject to the limitations set forth in Section 15.1.7.

§ 3.2.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's request for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.2.8 The Contractor shall use the AIA Document G716-2004 "REQUEST FOR INFORMATION" (RFI) form unless otherwise provided in the Contract Documents. The Contractor shall keep a log of all RFI's submitted and number the RFI's consecutively beginning with the number 1.

...

§ 3.3.4 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, chapter C, Sections 756.021, et seq., and shall require any applicable subcontractor to comply all such procedures. Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used.

§ 3.3.5 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent Contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

§ 3.3.6 The Contractor shall review Subcontractor(s) safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g. a supplier) including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Section are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 Contractor acknowledges that the Work may be performed in connection with an educational facility which is currently occupied and in use. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt Owner's normal operations or facilities. Contractor agrees to and shall comply with all rules, regulations and requirements of the Owner and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of Owner. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working in an existing facility and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum. The Contractor shall perform all the Work in such a manner as to cause minimum interference with the operations of the Owner and other contractors and Subcontractors

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on the site, and shall take, and cause the Contractor's and its Subcontractor's employees, agents, licensees and permittees to take all necessary precautions to protect the Work and the site and all persons and property thereon from damage or injury.

§ 3.3.8 Representatives of the Owner, Contractor, and Architect shall meet periodically at mutually agreed upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 3.3.9 The Contractor shall pay fees for public or private water, gas, electrical and other utility service at the site until Substantial Completion of the Work. In the event that the Work will be conducted at an Owner site, where utility services are existing on site and reasonably accessible to the Contractor, the Owner may elect, in writing, to provide and pay for utility service for the Project site. Agreement to pay for such utility service shall not absolve the Contractor from using utilities judiciously in connection with its performance of the Work. In all cases, the Contractor shall secure and arrange for all necessary utility connections.

§ 3.3.10 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for or qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008. In addition, unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Before ordering any material or doing any Work, Contractor shall verify all dimensions and check all conditions in order to assure Contractor that they are the same as those in the Drawings, Specifications, and other Construction Documents. Any inconsistency shall be brought to the attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions and Architect was not notified beforehand, then costs to correct such discrepancies shall be borne by Contractor. In accordance with Texas Government Code §2269.054, these Contract Documents shall not be construed to deny or diminish the right of any person to work because of the person's membership or other relationship status with respect to any organization. In accordance with Texas Government Code §2269.0541, these Contract Documents shall also not prohibit, require, discourage or encourage a person, or discriminate against a person bidding on this contract from entering into or declining to enter into, or adhering to, an agreement with a collective bargaining organization relating to this Project.

~~**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.~~

§ 3.4.2 Prevailing Wages

§ 3.4.2.1 The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

§ 3.4.2.2 In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Project specifications and attached to the AIA Document A101-2017, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

§ 3.4.2.3 A Contractor or Subcontractor who violates the provisions of Sections 3.4.2.1 or 3.4.2.2 shall pay to Owner the sum of Sixty Dollars and No/100 ($60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as

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required by Texas Government Code Section 2258.023(b).Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 ~~The Contractor shall enforce strict discipline and good order among the Contractor's employees and other~~ **Substitutions**

§ 3.4.3.1 If the Contract Documents (including the Instructions to Proposers and /or Offerors) specifically permit the submission by Contractor of requests for substitutions, Contractor may, within thirty (30) days after the Contract has been executed, make written request for the substitution of products in place of those specified in the Contract Documents to the Owner and the Architect. Any request for substitution shall be submitted to the Architect in writing, with appropriate shop drawings, product data, and certified test results substantiating the proposed product equivalence as required by this Section 3.4.3.1 and Section 3.4.3.2 and will be rejected if not so submitted.

§ 3.4.3.2 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and any modifications to the construction schedule; and (v) an affidavit stating that (a) the proposed substitution confirms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect; (c) the cost breakdown presented with Contractor's request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent;(d) that the Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (e) the Contractor will reimburse the Owner and for review or redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

§ 3.4.3.3 By making requests for substitutions pursuant to Section 3.4.3 (and all subsections), the Contractor represents and certifies that: (1) Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified; (2) Contractor will provide the same warranty for the substitution product that the Contractor would have provided for the product specified; (3) the cost breakdown presented with the request is complete and includes all related costs, except for the Architect's redesign costs, if any, and waives all claims for additional costs related to the substitution which subsequently become apparent; (4) Contractor will coordinate and supervise the installation of the proposed substitute, making such changes as may be required for the Work to be complete in all respects; and (5) will reimburse Owner and Architect for review or redesign services associated with any re-approval by applicable governmental authorities related to the substitution.

3.4.3.4 Owner and the Architect may accept or reject any such request for substitution in their sole discretion, based on cost, time, or other considerations. Requests for substitutions submitted after such thirty (30) day period will not be considered unless a product becomes impossible to obtain due to circumstances beyond the Contractor's control.

§ 3.4.3.5 Regardless of acceptance or rejection of substitution, the Contractor shall be responsible for amounts paid by the Owner to the Architect, to evaluate the Contractor's proposed substitutions and any amounts paid to the Architect to make agreed upon changes in the Specifications and Drawings made necessary by the Owner's acceptance of such substitutions. The Owner shall be entitled to deduct such amounts from the Contract Sum.

§ 3.4.4 Responsibility for Subcontractors

§ 3.4.4.1 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other skilled in tasks assigned to them. Contractor, its subcontractors and vendors shall bear responsibility for compliance with all federal, state and local laws, regulations, guidelines, and ordinances pertaining to worker safety and applicable to the Work. Contractor further recognizes that the Owner and Architect do not owe the Contractor any duty to supervise or direct his work so as to protect the Contractor from the consequences of his own conduct. THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE OWNER FOR CONTRACTOR'S FORCES; NON-COMPLIANCE WITH OWNER'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE ZONES; CONTRACTOR'S FORCES NON-COMPLIANCE WITH CRIMINAL LAW; OR CONTRACTOR'S OR CONTRACTOR'S FORCES NON-COMPLIANCE WITH

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IMMIGRATION LAW OR REGULATIONS. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project, at Owner's request. Contractor shall place similar language in its subcontract agreements, requiring its Subcontractors and Sub-subcontractors to be responsible for their own forces and Contractor shall cooperate with the Owner to ensure Subcontractor and Sub-subcontractor compliance.

§ 3.4.4.2 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Work may be performed in connection with an operational educational facility or the Project site may be adjacent to a public-school campus. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb or disrupt Owner's normal operations or facilities. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working at or near an operational campus and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum.

§ 3.4.5 Criminal History Records Checks

§ 3.4.5.1 For purposes of this Section 3.4.5 (and all subsections), the following definitions shall be applicable:
.1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.
.2 "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

§ 3.4.5.2 Unless otherwise exempt from providing such information by any provision in Texas Education Code, Section 22.08341 (the "Statute"), the Contractor agrees, that prior to commencement of work under this Agreement, using the form promulgated by the Owner or such other form approved by the Owner, Contractor will arrange with the Owner to obtain any national criminal history record information ("CHRI") required pursuant to the Statute on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), Subcontractors' employees, independent contractors, agents, or sub-subcontractors, if any of these persons is a "Covered Employee" as defined in Section §3.4.5.1 and shall reimburse the Owner for the costs and expenses associated with obtaining the required CHRI.

§ 3.4.5.3 For purposes of this Section 3.4.5 a person does not have the opportunity for direct contact with students if:
.1 the public work does not involve the construction, alteration, or repair of an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code ("Instructional Facility);
.2 for a public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first date the facility will be used for instructional purposes; or
.3 for a public work that involves an existing Instructional Facility:
(a) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and
(b) the Contractor adopts a policy prohibiting employees, including subcontractor entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

§ 3.4.5.4 Any Covered Employee that has during the preceding thirty (30) years, been convicted of one of the following offenses, if at the time of the offense the victim was under eighteen (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 to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History Offense") shall be disqualified and prohibited from performing any contract duties or services and neither the Contractor nor its Subcontractor may permit such person to provide services at an instructional facility. If a Covered Employee is determined by the Owner's review of the CHRI

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to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. Contractor understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the Owner, and agrees to rely solely on the judgment of the Owner as to whether the Covered Employee must be excluded from the Project.

§ 3.4.5.5 Prior to commencement of its work on the Project the Contractor will provide written certification to the Owner that either: (1) Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) are otherwise exempt from compliance with the Statute; or (3) has complied with the statutory and contractual requirements stated in Section 3.4.5 of this Agreement (including all subparts), as of that date, and that it:

.1 has requested a Criminal History Records Check through the District on all Covered Employees, if any, of every tier, has provided the required information to the District to do so and reimbursed the District for same;

.2 has obtained written certification from its independent contractors, and Subconsultants (of any tier) that they have provided the required information to the Contractor, necessary to secure the information from the District and reimbursed the Contractor for same; and

.3 have excluded any Covered Employee reported by the District to have a Disqualifying Criminal History from assignment to the Project.

Further, Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Contractor will immediately remove the Covered Employee from District's property or other location where students are regularly present, and notify the District of said removal within three (3) days of doing so. Contractor understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement, in accordance with Article 14, Termination.

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defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with all applicable codes, generally accepted standards of construction practice for construction of projects similar to the Project. All materials shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. Work, materials, or equipment not conforming to these requirements may be considered defective.

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of materials and equipment. No acceptance or payment by the Owner shall constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law. The warranties provided in this Section 3.5.1 are in addition to, and not in limitation of, any other warranties, remedies and/or guaranties set out in the Contract Documents or under applicable law.

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§ 3.5.3 Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. In such case, each building, or approved phase of each building, may have its own, separate, and independent date of Substantial Completion (or, for Work to be completed or corrected after the date of Substantial Completion, the Warranty Commencement Date). Contractor shall maintain a complete and accurate schedule of the date(s) of Substantial Completion, the date(s) of Final Completion, and the dates upon which the warranties under granted in the Contract Documents will expire, on each phase or building and will provide a copy of such Schedule to the Owner, as required in Subsection 3.5.6, as a condition precedent to Final Payment.

§ 3.5.4 When deemed necessary by the Owner and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Contractor shall furnish proof of conformance to the Architect. Proof of conformance shall be in the form of an affidavit from the manufacturer certifying that the item is in conformance with the applicable standards; an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standards; or such further reasonable proof as is required by the Architect.

§ 3.5.5 The Contractor agrees to assign to the Owner at the time of Final Completion of the Work any and all manufacturer's warranties relating to equipment, machinery, materials, equipment or components and labor incorporated into the Work and further agrees to perform the Work in such manner so as to preserve any and all such

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manufacturer's warranties. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third-party warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations. The warranties provided in this Section 3.5 or otherwise provided in the Contract Documents or by law, shall in no way limit or abridge the warranties provided by the suppliers of equipment and systems which are to comprise a portion of the Work. A complete set of all warranties required from contractors, manufacturers, or suppliers as appropriate, on the manufacturer's or supplier's approved forms, executed by Contractor as required, with a Warranty Commencement Date noted as required, and in the form required by Subparagraph 3.5.6 shall be submitted to the Architect for delivery to the Owner, as a condition precedent to Final Payment.

§ 3.5.6 Prior to receipt of Final Payment, Contractor shall: (1) obtain duplicate original warranties, executed by all subcontractors, and the warranties of suppliers and manufacturers, noting the Warranty Commencement Date on the face of each; (2) verify that the documents are in proper form and contain full information; (3) Co-sign warranties when required; (4) bind all warranties in commercial quality 8-1/2 X 11 inch three-ring binder, with hardback, cleanable, plastic covers; (5) label the cover of each binder with a typed or printed title labeled "WARRANTIES", along with the Title of the Project; name, address and telephone number of Contractor; and name of its responsible principal; (6) include a Table of Contents, with each item identified by the number and title of the specification section under which the product is specified; (7) include the Schedule of Warranty Commencement Dates required by Subparagraph 3.5.3; (8) separate each warranty with index tab sheets keyed to the Table of Contents listing; and (9) deliver warranties in the form described in this Subparagraph 3.5.6, to the Architect for review same prior to submission to the Owner.

~~The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~

The Contractor shall not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.

CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.

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at the time bids are received or negotiations concluded. The Owner shall be responsible for payment of TDLR Texas Accessibility submissions and inspection costs.

§ 3.7.2 ~~The~~ In performing its obligations hereunder, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to~~performance of the Work.~~
performance of the Work and upon request by the Owner or Architect shall furnish evidence, satisfactory to the Owner, of such compliance.

§ 3.7.3 If the Contractor performs Work ~~knowing~~ when Contractor knows or reasonably should have known it to be contrary to
applicable laws, statutes, ordinances, codes, rules and regulations, the Contract Documents, or lawful orders of public

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to correction. THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS TRUSTEES, OFFICERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM AND AGAINST ALL THIRD-PARTY CLAIMS, FINES, PENALTIES, OR LIABILITIES FROM, ARISING OUT OF, OR BASED UPON CONTRACTOR'S VIOLATION OF ANY LAWS, ORDINANCES, RULES, REGULATIONS, ORDERS OR DECREES.

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~~If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different~~ Contractor acknowledges that there may exist at the Project site certain soil and geological conditions and/or surface physical conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the Project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils, and surface structures, equipment or other impediments, either natural or man-made (collectively, "Subsurface Conditions"). Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof. Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract Sum, or both. The Contract Time and the Contract Sum contained herein (as proposed by Contractor), or GMP as applicable, shall be deemed to include all costs of and sufficient time to complete all Work associated with or attributable to Subsurface Conditions, and Contractor shall not be entitled to submit a claim for or to obtain an extension of the Contract Time or increase in the Contract Sum due to the existence of Subsurface Conditions. Except as provided above with respect to Subsurface Conditions, if the Contractor encounters conditions at the site that are subsurface or otherwise concealed physical conditions which were not known to the Contractor, and that differ materially from those indicated in the Contract Documents ~~and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.~~the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed, and in no event later than three (3) days after first observance of the conditions and report its findings to the Owner and Architect.

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Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15. In accordance with the terms of this Agreement, there will be no adjustment to the Contract Sum for delay arising out or related to the circumstances described in this Section 3.7.5.

§ 3.7.6 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this Section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

§ 3.7.7 The Contractor shall certify in writing that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Instruments of Service related to Contract Closeout.

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§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner ~~with reasonable promptness.~~within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

§ 3.8.4 When performing Work under Allowances, where reasonably possible, Contractor shall solicit and receive no

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fewer than three (3) written proposals and shall provide the Work on the basis of the best value for the Owner, as directed by the Architect following Owner's written approval of the cost proposal.

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communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall not replace the Superintendent prior to Final Completion of the Work unless (1) the Superintendent shall cease to be employed by the Contractor or its subsidiaries or affiliated companies, or (2) the Owner agrees to such replacement. The Superintendent may not be employed on any other project prior to Final Completion of the Work. From Substantial Completion to Final Completion, the Superintendent shall be on-site as necessary to ensure that Final Completion occurs within thirty (30) days of Substantial Completion

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall ~~notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~furnish a list to the Architect a list of all engineers, consultants, job-site superintendents, subcontractors and suppliers involved in construction. The Architect shall provide such information to the Owner. The Owner shall have the right, at any time, to require a change in any engineer, consultant, job-site superintendent, subcontractor or supplier if their performance is deemed unsatisfactory in its sole discretion.

§ 3.9.3 The Contractor shall ~~not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-subcontractors and their employees.

§ 3.9.4 Owner shall be notified as soon as Contractor becomes aware, but in no event fewer than twenty-four (24) hours before the time of that the Superintendent is required to be present at the site, that the Superintendent will not be present at the site for any reason, except illness. If the reason is due to illness, then Owner shall be notified as soon as the Contractor obtains the information, but in no event later than the beginning of the day that the Superintendent will be absent from the site. In such event of such absence, the Contractor will designate a person as acting superintendent and Contractor promptly notify the Owner of the identity and contact information for the designated acting superintendent.

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information a Contractor's construction schedule for ~~the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.~~the Work, utilizing critical path method scheduling techniques.
The Schedule shall not exceed the time limits set forth in the Contract Documents. The Schedule shall thereafter be updated on a monthly basis and submitted with each Application For Payment. The receipt of an updated schedule with each Application For Payment shall be a condition precedent to the Owner's duty to make any payment pursuant to Article 9.6. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 3.10.1.1 Each Schedule shall: (1) break the work into a sufficient number of activities to facilitate the efficient use of critical path method scheduling by the Contractor, Owner, and Architect and shall assign each scheduled activity a cost value consistent with the Schedule of Values so as to allow the Owner and Contractor to project cash flow for the Project; (2) include activates representing manufacturing, fabrication, or ordering lead time for materials, equipment or other items for which the Architect is required to review submittals, shop drawings, product data, or samples; (3) with the exception of the initial schedule, shall indicate the activities, or portions thereof, which have been completed;

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(4) shall reflect the actual time for completion of such activities, and shall reflect any changes to the sequence or planned duration of all activities.

§ 3.10.1.2 If any updated Schedule exceeds the time limits set forth in the Contract Documents for completion of the Work, the Contractor shall include with the updated Schedule, a statement of the reasons for the anticipated delay in completion of the Work and the Contractor's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Architect to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Architect and documentation of the date such information was requested.

§ 3.10.1.3 Neither the Owner or the Contractor shall have exclusive ownership of float time in the schedule, and all float time shall inure to the benefit of the Project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity durations so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.

§ 3.10.1.4 Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. Submission of any schedule under this Contract constitutes a representation by the Contractor that: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and durations used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining Work in the sequence and time indicated.

§ 3.10.1.5 The Contractor shall recommend to the Owner and to the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions as recommended by the Contractor. Upon the Owner's acceptance of the Contractor's Stipulated Sum proposal, all contracts previously entered into by Owner shall be assigned by Owner to the Contractor who shall accept responsibility for such contracts as if it had initially entered into such contracts. Contractor shall expedite the delivery of long-lead time items. The Contractor shall receive and protect all Owner supplied material.

§ 3.10.1.6 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions.

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~~**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.~~

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect and shall attend progress meetings at the Project Site, in such frequency as are acceptable to the Owner. Progress of the work shall be reported at said meetings with reference to Contractor's construction schedule.

§ 3.10.4 The Contractor shall submit to the Architect with each monthly application for payment a copy of the Progress schedule showing all modifications required, and shall take whatever corrective action is necessary to assure that the project completion schedule is met at no additional cost to Owner, except as allowed herein.

§ 3.10.5 Correction of Delay.

§ 3.10.5.1 In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, or any Milestone Date unless any such adjustment is submitted by the Contractor as a Claim in compliance with Article 15 or the adjustment is otherwise agreed to in a written confirmation from the Owner and documented by written Change Order.

§ 3.10.5.2 If at any time the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working

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additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.5. The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.5.3 In the event Contractor determines that the Scheduled Completion Date cannot be met by resequencing the Work, then Contractor shall immediately provide to the Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the Work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Scheduled Completion Date.

The Contractor shall maintain and make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, field test records (including environmental inspection and test records), inspection certificates or records, manufacturers' certificates. The Documents to be maintained shall be kept in good order and marked currently to indicate field changes and selections made during

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be in electronic form or paper copy, available to the Architect and ~~Owner,~~ Owner or their respective representatives, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as

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to demonstrate how the Contractor proposes to conform to ~~the information given and~~ the ~~design concept expressed in the~~ Contract Documents for those portions of the Work for
which the Contract Documents require submittals. Review by the Architect is subject to the limitations
of~~Section 4.2.7.~~
Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so

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Documents. Specific dimensions, quantities, installation and performance of equipment and systems in compliance with the Construction Documents and the Contract Documents remain the Contractor's responsibility.

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have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to
this~~Section 3.12.10,~~
Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the

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Documents. A registered architect must prepare plans and specifications for all the Work, as governed by the Texas Occupations Code Chapter 1051; and a registered engineer must prepare plans, specifications and estimates for all Work governed by Texas Occupations Code Chapter 1001. In the event that Contractor retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

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§ 3.12.10.3 The Architect's review of Contractor's submittals will be limited to one examination of an initial submittal and one (1) examination of a resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

~~**The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances,**~~ **§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, unreasonably encumber the site with materials or equipment. The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on public thoroughfares adjacent or near to the Project site.

§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 Without prior approval of the Owner, the Contractor shall not permit any workers to use any of Owner's existing facilities at or adjacent to the Project site, including, without limitation, lavatories, toilets, entrance and parking areas other than those designated by the Owner. The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and District's Buildings.

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§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make~~its parts fit together properly. All areas requiring~~
its parts fit together properly, provided, however, that any such cutting, fitting or patching can only be performed if the

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§ 3.15.1 The Contractor ~~shall~~ shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion

machinery, and surplus materials from and about the Project. Prior to the Architect's inspection for Substantial Completion, the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, putty, soil, paint and foreign substances from all surfaces, including glass and painted surfaces; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roofs, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site; clean and polish all floors; clean and polish all hardware; and repair all Work damaged during cleaning and replace any damaged or broken glass.

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shall be entitled to reimbursement from the Contractor. Such reimbursement amounts may be deducted from Contractor's Final Payment Application.

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The Contractor shall provide the Owner and Architect and their designated representatives, with access to the Work in preparation and progress wherever located. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work. Upon request of the Architect or Owner, the Contractor shall accompany the Architect or Owner on an inspection of the Work.

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~~The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.~~THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSE FEES. TO THE FULLEST EXTENT
PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES DEFEND AGAINST ANY AND ALL SUITS, CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY FOR INFRINGEMENT OF COPYRIGHTS AND PATENT RIGHTS ALLEGED TO HAVE RESULTED FROM CONTRACTOR'S INFRINGEMENT, AND SHALL INDEMNIFY AND HOLD THE OWNER THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM LOSS ON ACCOUNT THEREOF, INCLUDING ATTORNEY'S FEES (AS PERMITTED BY STATUTE), BUT SHALL NOT BE RESPONSIBLE FOR DEFENSE OR LOSS WHEN A PARTICULAR DESIGN, PROCESS, OR PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS REQUIRED BY THE CONTRACT DOCUMENTS, OR WHERE THE COPYRIGHT VIOLATIONS ARE CONTAINED IN DRAWINGS, SPECIFICATIONS, OR OTHER DOCUMENTS PROVIDED BY THE OWNER OR PREPARED BY THE ARCHITECT. HOWEVER, IF AN INFRINGEMENT OF A COPYRIGHT OR PATENT ATTRIBUTABLE TO THE OWNER OR ARCHITECT, IS DISCOVERED BY, OR MADE KNOWN TO, THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOSS **UNLESS THE INFORMATION IS PROMPTLY FURNISHED TO THE OWNER AND THE ARCHITECT.§ 3.18 Indemnification**

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§ 3.18.1 ~~To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.~~TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY,
DEFEND (EXCEPT AS LIMITED BELOW) AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER IN THIS SECTION 3.18 "OWNER"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18.

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§ 3.18.2 ~~In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY
AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.18.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.
§ 3.18.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 3.18.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

§ 3.18.4 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE

§ 3.18.5 The indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner under said statutes are secondary to that of the Contractor.

§ 3.18.6 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Section 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

§ 3.18.7 Contractor shall promptly advise the Owner, in writing, of any claim or demand against the Owner or Contractor, known to the Contractor related to or arising out of Contractor's activities under this Contract.

§ 3.18.8 The provisions in this Section 3.18 in its entirety shall survive the completion, termination or expiration of this contract and are solely for the benefit of the parties hereto and not intended to create or grant any rights,

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contractual or otherwise, to any other person or entity.

§ 3.19 Representations And Warranties
§ 3.19.1 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;
.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and
.5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

§ 3.20 Business Standards
§ 3.20.1 Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, Subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and contracts.

§ 3.21 Antitrust Violation
To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.
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an Owner's representative during construction until the date ~~the Architect issues the final Certificate for Payment.~~ of the Owner's contract with the Architect terminates.
The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract ~~Documents.~~Documents,
or as they may be amended in the future.

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completed, will be in accordance with the Contract Documents. ~~However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.~~and delivered on time. In addition, the Architect or its structural consultant will (1) provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable; and (2) provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and Owner.
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and (3) defects and deficiencies observed in the Work. An oral notification of defects and deficiencies observed in the Work shall be followed by a notice in writing to the Owner and Contractor specifying the defect(s),

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non-conforming Work, deviations from the Contract Documents and corrective actions taken or recommended. The Architect shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs and will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract ~~Documents. The Architect will not~~ Documents, nor shall the Architect have control over or charge of,

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any other persons or entities performing portions of the Work. This does not, however, relieve Architect of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed by the Contractor at no additional cost to Owner. In addition, the Contractor shall reimburse the Owner for compensation paid to the Architect (whether performed by the Architect or its Consultants) or the Owner's Consultants, for additional site visits made necessary by the fault, neglect, the request of the Contractor or made necessary by the Contractor's construction defect or nonconforming Work. Any amount subject to reimbursement under this Section may be required by Owner to be deducted from the next Payment Application submitted by the Contractor and any subsequent Payment Application until paid, and if any amount remains unpaid, the balance shall be paid by the Contractor as a condition to Final Payment.

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~~**The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications**~~ Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters relating to the Contract and the Project. However, the Owner reserves the right to communicate directly with the Contractor and Subcontractors. Communication by and with the Architect's consultants shall be through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications

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Contractors shall be through the Owner.~~The Contract Documents may specify other communication protocols.~~

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§ 4.2.6 The Architect or the Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have

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Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a

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of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Certain portions of the Work may be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall prevent action to require conformance, if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents. Architect and/or Contractor shall promptly notify, the other party orally and in writing, and Owner of any perceived fault or defect in the design or nonconformance of the Work with the Construction Documents they may respectively discover and each, upon discovery of the defect or nonconformance, shall be responsible for notifying the other party and Owner of those corrective actions they respectively take; provided, however, Contractor shall have no duty to notify Owner of discoveries made or actions taken by Architect.

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in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal~~schedule, with reasonable promptness while allowing~~
schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or Separate Contractors, and allow sufficient time in the Architect's professional judgment to permit adequate review.
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The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under~~Sections 3.3,~~
Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any

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not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Contract Documents, the Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and Omissions discovered by the Architect in the Shop Drawings, Product Data and Samples, so as to keep from delaying the Work or the activities of the Owner, Contractor or other Contractors.

§ 4.2.8 The Architect will ~~prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4.~~ prepare, and make written recommendations to Owner regarding all Change Orders
(including changes in the Work to be paid from contingency funds) and Construction Change Directives, for the Owner's approval and execution in accordance with the Contract Documents. The Architect's recommendation shall be accompanied by all supporting documentation necessary for the Owner to make an informed decision, including but not limited to an itemized turn-key proposal from the Contractor which includes quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit proposed. Prior to submission of such documentation to the Owner, the Architect shall review such proposals for reasonableness of pricing and compliance with Section 7.1.4 regarding markup. The Architect may order minor changes in the Work not involving an adjustment in Contract Sum, or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in ~~Section 3.7.4.~~Section 3.7.4. The Architect is
specifically not authorized to approve changes involving major systems such as: Heating, Ventilation and Air Conditioning ("HVAC"); roof; foundation; outward appearance; color schemes; floor plans; building materials; drainage or mechanical equipment without Owner's prior written consent.

§ 4.2.9 The Architect and the Owner's representative will conduct inspections to determine the date or dates of Substantial Completion and the date of final ~~completion; issue Certificates of Substantial Completion pursuant to Section 9.8;~~ completion. Upon completion of such inspection and agreement by
Owner and Architect as to Substantial Completion, the Architect may issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to ~~Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.~~Section 9.10; and issue a final
Certificate for Payment pursuant to Section 9.10. for approval by the Owner.

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from, the Contract Documents and will be in writing or in the form of drawings.~~When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.~~

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent~~expressed in the Contract Documents.~~
expressed in the Contract Documents and not expressly overruled in writing by the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with

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reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information.~~information at no additional expense to the Owner.

§ 4.2.15 The Architect may appoint an employee or other person to assist the Architect during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed Work not in accordance with the Contract Documents shall not prevent the Architect from insisting that the faulty Work be corrected to conform to the Contract Documents and the Contractor shall correct same.

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§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected ~~if the Owner or Architect makes reasonable objection to such substitution.~~without providing reasonable written notice to the Owner or Architect If neither the Owner nor Architect submits a reasonable objection to such proposed substitution within ten (10) days following their receipt of written notice the Contractor may proceed with the substitution. If either Owner or Architect submit an objection, the Subcontractor shall proceed in accordance with Section 5.2.3 above.

§ 5.2.5 Each Contractor or subcontractor shall be required to completely familiarize itself with the plans and specifications, to visit the Work site to completely familiarize itself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sum shall be allowed for failure to so inspect or investigate.

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~~**By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to**~~ **§ 5.3.1** By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to

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Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. The terms and conditions of the Contract Documents shall be incorporated by reference into each Subcontract agreement, included as provided below. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Each subcontractor shall provide proof of insurance to Contractor consistent with the Contractor's insurance to Owner and in an amount commensurate with the Work to be performed by the Subcontractor.

§ 5.3.2 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors or vendors by the Contractor.

§ 5.3.3 The Contractor shall require any potential Subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential Subcontractor prior to entering into a contract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated Subcontractor.

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.1 assignment is effective only after termination of the Contract by the Owner ~~for cause pursuant to Section 14.2~~ or abandonment of the Project by the Contractor and only for those subcontract agreements that the Owner accepts by

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notifying the Subcontractor and ~~Contractor; and~~Contractor in writing;

.2 assignment is subject to the prior rights and obligations of the surety, if any, obligated under bond~~relating to the Contract.~~
relating to the Contract; and.

.3 The Subcontractor provides bonds as required by law of prime contractors and by Owner.

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§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable.

§ 5.4.3 Upon assignment to the Owner under this ~~Section 5.4,~~ Section 5.4, the Owner may further assign the subcontract to a~~successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~
successor contractor or other entity. Owner shall only be responsible for compensating subcontractors for Work performed or materials furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

§ 5.5 Notice Of Subcontractor Default
Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor or Sub-subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor, Sub-subcontractor or other materialman or worker employed by Contractor the right to obtain a personal judgment or to create a mechanic's or materialman's lien against Owner for the amount due from the Owner or the Contractor.

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§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this ~~Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.~~Contract.
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§ 6.1.4 ~~Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.~~

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for site access, staging, introduction and storage of their materials and equipment and performance of their activities, and shall

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construction is fit and proper to receive the Contractor's Work.~~The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.~~

§ 6.2.3 All costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor. The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate ~~Contractor~~ Contractor, the

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Architect or any Consultant because of the Contractor's delays, improperly timed activities ~~or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work~~ or defective construction.

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completed construction or to property of the Owner or Separate ~~Contractor as provided in Section 10.2.5.~~Contractor.

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limitations stated in this Article 7 and elsewhere in the Contract Documents. Changes may be funded out of a contingency fund, if any, or other allowance established herein, or may require a change in the Contract Sum. The authority to approve a change to the Work, the Contract Sum, approve payment from a Contingency or Allowance, or a change in the Project Time, rests solely with the Owner. A Change Order funded from the Contingency or other Allowance shall be referred to herein for clarity as a "Contingency Authorization Order".

§ 7.1.2 A Contingency Authorization Order or Change Order shall be based upon agreement among the Owner,~~Contractor, and Architect. A Construction Change Directive requires~~
Contractor, and Architect executed prior to commencement of any Work covered by the Order.. A Construction Change Directive (whether funded from contingency, if any, or by an increase in the Contract Sum) requires agreement by the Owner and Architect and may or may not be agreed to by ~~the Contractor.~~ the Contractor prior to the commencement
of the Work. An order for a minor change in the Work may be issued by the Architect ~~alone.~~alone, except as otherwise provided herein.

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§ 7.1.4 Change Order Mark-Up. On Change Orders and Construction Change Directives, the total Contractor mark-up for overhead, profit permitted to be charged to the Owner shall be based on the following schedule:

.1 for work performed by the Contractor's own forces, Contractor's mark-up for overhead and profit shall not exceed 10% of the cost of the change in the Work (0% for change orders to be paid out of any contingency allowance).

.2 for the Contractor, for supervision of work performed by the Contractor's Subcontractors, the total Contractor mark-up for overhead and profit shall not exceed 4% of the amount due to the Subcontractors (0% for change orders to be paid out of any contingency allowance).

.3 for each Subcontractor or Sub-subcontractor involved, in Work performed by that Subcontractor's or Sub-subcontractor's own forces, the total mark-up for overhead and profit ten percent (10%) of the cost of the change in the Work.

.4 In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 14% of the total cost of the change in the Work. The Contractor will not be allowed an overhead, profit, or fee mark-up when changes in the Work are funded by Contingency or other Allowances provided for in the Contract Documents.

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Methods used to determine adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.2 Acceptance of a disbursement from any allowance fund, contingency fund or acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, Including but not limited to impact, delay or acceleration damages, arising from the subject matter of the disbursement or Change Order.

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Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes ~~in~~ in. the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract

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Sum and Contract Time being adjusted ~~accordingly.~~as provided in Section 7.3.3.

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.2 Unit prices stated in the Contract Documents or subsequently agreed upon; (additional mark-ups for ~~.3~~ overhead and profit will not be allowed);.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; subject to the limitations of subparagraph 7.1.4; or

~~.4~~ **.3** As provided in Section 7.3.4.

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the Architect shall determine the adjustment on the basis ~~of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:~~of the amount by which the Contractor's direct costs have
actually been increased over the direct cost of performing the Work without the Change in the Work. Direct costs shall be limited to the following:

.1 Actual documented Costs of labor, including applicable payroll taxes, ~~fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;~~and other employee costs
approved by the Owner prior to the approval of the Change Order or Contingency Authorization Order (a labor burden factor will not be accepted as documentation);

.2 Actual documented Costs of materials, supplies, and equipment, including cost of transportation, whether such materials, supplies, and equipment are incorporated or consumed;

.3 ~~Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;~~Actual documented Rental costs of machinery and equipment,if rented from unaffiliated third-parties, exclusive of hand tools;;

.4 Actual documented Costs of premiums for all bonds and insurance, permit fees, and applicable sales, use, or similar taxes, directly related to the ~~change;~~ change, if any; and

.5 Actual documented Costs of supervision and field office personnel directly attributable to the ~~change.~~change
and only if the adjustment causes an extension of the Contract Time.

The Contractor shall keep and present, in such form as the Architect or Owner may prescribe, an itemized accounting of the items listed above, together with appropriate supporting documentation.

§ 7.3.5 If the Work is performed without an agreement as to the final price, the Contractor shall, at a minimum, retain and provide to the Owner, the following documentation to adequately document its actual costs of performing the scope of work set out in a Construction Change Directive. Adequate Documentation shall include at a minimum, but not limited to, payroll records for employees of Contractor providing the Work included in the Change Directive, as well as written documentation of time spent solely on the scope of the Change Directive Work, prepared concurrent with the performance of the Work, including (for example) sign-in and sign-out sheets or time cards, executed by the employee(s) documenting attendance and receipts for all materials delivered to the Project site for incorporation in the Work of the Change Directive and paid for by the Contractor. If any of the Work of the Change Directive is performed by subcontractors, the Contractor shall provide a copy of the subcontract, an itemized invoice or payment application which includes, in either case, a detailed itemization of costs showing quantities and unit costs of labor and materials extended and totaled and, if permitted, overhead and profit (in accordance with Section 7.1.4) labor and materials provided by the subcontractor, with receipted invoices for all materials incorporated in the Work and evidence of payment by the subcontractor attached. If the Contractor disagrees with the adjustment in the Contract Time, the Contract Sum , allowed in any Change Directive, the Contractor may make a Claim in accordance with applicable

Work involved and advise the Architect of the Contractor's agreement (by executing and returning the Change Directive) or disagreement with the method, if any, provided in the Construction Change Directive for determining the

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proposed adjustment in the Contract Sum or Contract ~~Time.~~Time not later than ten (10) calendar days following the Contractor's receipt of the Construction Change Directive. A copy of a notice of disagreement shall also be provided to the Owner concurrent with the notice to the Architect. A Notice of Disagreement must contain the number of the Change Directive, the date the Change Directive was issued and the words "Notice of Disagreement With Change Directive" in the Subject line. It is imperative that Owner receive timely specific notice of any potential problem identified by Contractor in order that the problem can be mitigated or resolved promptly.

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decrease in the Contract Sum shall be actual net cost ~~as confirmed by the Architect.~~ plus the permitted overhead and profit as set forth in Section
7.1.4. When both additions and credits covering related Work or substitutions are involved in a change, both changes shall be shown on the same Change Order and the permitted allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. Returned materials shall be credited at actual cost and no penalty or restocking fee shall be permitted to be charged to the Owner.

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Architect will require as a condition precedent to certification of payment for Work completed under the Construction Change Directive that the Contractor provide the documentation required by Section 7.3.4, and based on such documentation, shall make an interim determination for purposes of monthly certification for payment for those costs
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reasonably justified. The Architect is specifically authorized by this Section 7.3.9 to require submission of such documentation and any other documentation required to evaluate the requested payment, and shall withhold payment certification until such documentation is received and an interim determination is made in accordance with this Section. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article ~~15.~~15..

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~~The~~ With prior written notice to the Owner's representative the Architect may order minor changes in the Work that are

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Contract Time. The Contractor shall carry out such written orders promptly. Minor changes in the Work shall not include changes that involve the outward appearance of the structure, color schemes, floor plans, building materials, landscaping, or mechanical equipment.

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§ 8.1.2 Commencement. The date of commencement of the Work ~~is the date established in the Agreement.~~shall be the first business day following the
Contractor's written notice to proceed. The notice to proceed shall not be issued until the Agreement has been signed by the Contractor and the Owner, and the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11.

~~**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.~~

§ 8.1.3 Substantial and Final Completion

§ 8.1.3.1 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.3.2 The date of Final Completion is the date certified by the Architect in accordance with Section 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) days after the date of Substantial Completion

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the Work prior to the effective date of insurance required to be furnished by the Contractor ~~and Owner.~~The date of commencement of the Work shall not be changed by the effective date of such insurance..
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§ 8.2.4 Liquidated Damages
§ 8.2.4.1 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the per diem amounts set out in the AIA Document A101 (2017) or the AIA Document A133 (2019) into which these General Conditions are incorporated and executed concurrently with these General Conditions, commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work.

§ 8.2.4.2 In the event Substantial Completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to Contractor all liquidated damages, if any, due Owner in accordance with the Contract Documents.

§ 8.2.4.3 In addition to Liquidated Damages, if any, the Contractor shall reimburse the Owner for any Supplemental or Additional Services of the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor or caused by Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.2.4.4 If one or more of the Liquidated Damages provisions set out in the Agreement are held to be legally unenforceable as a penalty (except when the holding is the result of a challenge by the Owner), the Owner shall be allowed to recover actual damages caused by the Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by ~~(1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties,~~ war, civil commotion, pandemic, epidemic, federal, state or local declared disaster or public emergency, act of God, governmental restrictions, regulations, orders, or interference, fire or other unavoidable casualty, material changes ordered in the Work; adverse weather conditions documented in accordance with Section ~~15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution;~~ 15.1.6 by delay authorized in writing by the Owner prior to the happening of the delay event; or (5) by other causes that the Contractor asserts, and the Architect ~~determines,~~ and Owner determine, justify delay, then the Contract Time ~~shall be extended for such reasonable time as the Architect may determine.~~may be extended for such reasonable time as the Architect and Owner may determine based upon documentation by the Contractor.

§ 8.3.1.1 The adjustment of the Contract Time for delay, disruption, and interference described in this Section 8.3.1 is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's timely delivery of the notice and claim as set out in this Section 8.3.1. An adjustment to the Contract Time shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Section 8.3.1, and under no circumstances shall the Owner be liable to pay the Contractor any compensation for Owner-caused delays.

§ 8.3.1.2 Notice and Claim for Extension. In the event of a delay in the commencement or progress of the Work as a result of any of the circumstances in this Section 8.3.1, the Contractor may receive an extension of time for completion of the Work equal to the delay, if the Contractor delivers a written notice and claim to the Owner and Architect delivered in any manner provided in Section 1.6.1 of this Agreement. The Notice shall identify and provide a reasonably detailed description of the circumstances causing the delay, disruption, or interference to the Contractor's performance or progress of the Work on or before the due date of Contractor's Application for Payment covering the period in which the delay began. Claims for an extension of time shall be stated in whole or half calendar

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days, as applicable. The actual date on which the delay(s) began and/or the date the delay ended, if applicable, must be stated in the Claim Notices as applicable.

§ 8.3.2 ~~Claims relating to time shall be made in accordance with applicable provisions of Article 15.~~In the case of claims for extension of time because of unusually inclement weather, such extension of time may be granted only if the Contractor files a claim in accordance with the requirements set out in Section 15.1.6.

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~Contractor shall not be entitled to an adjustment in the Contract Time for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

§ 8.3.4 Any adjustment of the Contract Time authorized under Section 8.3 shall be conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Time and Contractor's submission of a timely and properly documented Notice and Claim for additional time in accordance with Section 8.3.

§ 8.3.5 Adjustments to the Contract Time addressed in this Section 8.3 shall apply only to requests for extensions of time based upon delay, disruption, or interference to the Contractor's performance or progress of the Work and shall have no applicability to requests for adjustment of the Contract Time due to other changes in circumstance, including but not limited to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services or materials required, beyond those specified by the Contract Documents. Claims for an adjustment of the Contract Time resulting from these kinds of changes shall be authorized only pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work in accordance with the Contract Documents.

§ 8.4 No Damages or Other Compensation for Delay or Acceleration

This Agreement does not permit recovery by the Contractor of damages or additional compensation for delay, acceleration, disruption, or interference to the Contractor's performance or progress of the Work Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time including but not limited to delay, disruption, or interference caused by the Owner the Architect, of an employee of either, or of a Separate Contractor, any of the circumstances set out in Section 8.3.1 or acceleration of the Work required by the Owner in accordance with the terms of this Agreement. Contractor's sole remedy for delay disruption, or interference in its performance or progress of the Work or any required acceleration of the Work shall be the grant of an extension of time for completion equal to a delay or such reasonable time as the Owner and Architect may determine in their sole discretion.

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§ 9.1.1 The Contract Sum is stated in the Agreement ~~and,~~ including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All costs of overtime Work required by the Contract Time and the nature of the Work, as set forth in or inferable from the Contract Documents, except costs of emergencies covered in Section 10.4, shall be and are included in the Contract. The Contract Sum shall not be increased because the Contractor experiences an unexpected or unforeseeable increase in the price of labor or materials required to complete the Project.

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inequity to the Owner or Contractor, the applicable unit prices shall be equitably ~~adjusted.~~adjusted by written agreement between the Owner and Contractor, executed prior to an order being placed based on the unit prices.

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Where the Contract is based on a stipulated ~~**sum or Guaranteed Maximum Price,**~~ the Contractor shall submit a schedule of values to the Architect before the

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for reviewing the Contractor's subsequent Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of work, whether done by Contractor's own forces or subcontracted, is shown as a single line item on AIA Documents G702-1992 and G703-1992, Application and Certificate for Payment and Continuation Sheet.

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Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under ~~Section 9.2,~~
Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all

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requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage ~~if provided for in the Contract Documents.~~withheld.
The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

§ 9.3.1.1 ~~As provided in Section 7.3.9, such~~ Such applications may include requests for payment on account of changes in the Work that have been
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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the ~~Contractor does not intend to pay~~
Contractor has not been invoiced by a Subcontractor or supplier, unless such Work has ~~been performed by others whom the Contractor intends to pay.~~was self-performed in such
case, only portions of Work actually performed shall be included on the Contractor's request for payment.

§ 9.3.1.3 Contractor agrees that, for purposes of Texas Government Code section 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Architect's Certificate for Payment shall be construed as a receipt of an invoice by the Owner, for purposes of Texas Government Code section 2251.042.

§ 9.3.1.4 The Owner shall withhold retainage as provided in the Agreement, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein. The retainage shall be paid to the Contractor with the Final Payment, subject to the requirements of the Contract Documents.

§ 9.3.2 Unless otherwise provided in ~~the Contract Documents, payments shall~~ in a separate written agreement executed between the Owner and Contractor
Prior to delivery, payments shall not be made on account of materials and equipment delivered and ~~suitably~~ stored at the site or
off-site for subsequent incorporation in the Work. ~~If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.~~The Owner may, in Owner's sole discretion, require Contractor's compliance with such reasonable procedures and requirements as it may establish, as a condition precedent to the grant of Owner's consent and agreement to payment, including but not limited to the following:

.1 provision of any additional insurance required to protect the materials and equipment while stored;
.2 payment of the costs to store the materials and equipment and any additional transportation costs for multiple deliveries;
.3 provision of written consent of Contractor's surety to such storage;
.4 submission of an affidavit identifying materials and equipment stored off-site for later incorporation into the Work, and acknowledging responsibility for such materials and equipment;

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.5 provision of documentation that the facility where the materials and/or equipment will be stored is an adequately insured commercial warehouse, where the materials and equipment stored will be sheltered from the weather and outside elements and are stored in accordance with the manufacturer's instructions, including proper temperature and humidity controls and that the materials and equipment have been physically separated and marked for the Project;

.6. its agreement to bear the cost of Owner and/or Architect's visits to the off-site storage facility to confirm compliance with these requirements and review the stored contents, and Contractor shall agree to allow such costs to be offset from Progress Payments;

.7 agreement that payment of any costs related to compliance with the procedures and requirements for storage of materials and equipment on or off-site, shall not be subject to charges for overhead or profit;

.8 submission of bills of sale or other documentation acceptable to the Owner, showing proof of delivery and establishing the Owner's title to the materials or equipment and/or otherwise protecting the Owner's interest, including naming the Owner as additional insured on the required insurance policy (naming the specific materials or equipment stored and their location) and providing proof of delivery for those materials and equipment;

.9 agreeing that, in the event of termination of the Contract or default by the Contractor, the material and equipment stored on or off-site shall be immediately turned over to the Owner by delivery to the location designated by the Owner and that the operator of the storage facility is aware of this agreement and willing to honor it; and

.10 agreeing that all such stored materials and equipment, to the extent they include mechanical components, will be maintained by the Contractor kept in good working condition and ready for immediate installation, to the same extent they would have been, had they been delivered "just in time" for installation, that Contractor will be solely responsible for assuring any manufacturer's warranty will commence on date of completion of installation and/or start-up of the material or equipment and for repairs required prior to installation to assure performance in accordance with the Contract Documents.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY A SUPPLIER, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR ORSUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS PREVIOUSLY MADE BY THE OWNER TOCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

§ 9.3.4 In each Application for Payment, Contractor shall certify that: the information contained in the Application presented is true, correct, accurate and complete; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and, unless an agreement described in Paragraph 9.3.2 has been signed, incorporated into the Work; that the subcontractors whose work is identified in the Applications for Payment have been paid, or Contractor has been invoiced for same and intends to pay such subcontractors; there are no known mechanics' or materialmens' liens outstanding at the date of the Application, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmens' liens on the Work, and that releases from all contractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

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§ 9.4.1 The Architect will, ~~within seven days after receipt of the Contractor's Application for Payment,~~ carefully evaluate and review the Application for Payment and, when appropriate, return

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the Application for Payment to the Contractor as provided in Section 9.4.2. If the Application for Payment is complete, then the Architect shall sign and, either (1) issue to the Owner a Certificate for Payment in the full amount of

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such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part as provided in ~~Section 9.5.1;~~ Section 9.5.1; or (3) withhold certification of

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certification in whole as provided in Section 9.5.1. Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 et seq.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion based on the Architect's evaluation of the Work and the data in the Application for Payment, ~~that, to the best of~~ the ~~Architect's knowledge, information, and belief, the~~ Work has progressed to the

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qualifications expressed by the ~~Architect.~~ Architect in writing to the Owner. However, the issuance of a Certificate for Payment

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reviewed copies of requisitions received from Subcontractors and suppliers and other data unless requested by the

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the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed

§ 9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

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.8 delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of Subcontractors and insurance requirements;

.9 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract Time;

.10 evidence of financial inability to perform the Contract fully;

.11 failure to submit record documents required by the Contract; or

.12 failure of the Contractor to perform any other obligations of the Contract.

§ 9.5.2 ~~When either party disputes the Architect's~~ If the Contractor disputes the Architect's or the Owner's decision regarding a Certificate for Payment under
Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article ~~15.~~15..

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1.

§ 9.5.4 If the Architect withholds certification for payment under ~~Section 9.5.1.3,~~ Section 9.5.1.3, the Owner may, at its sole option,

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for Payment. Notwithstanding any provision contained within this Article, if the Contractor has not achieved Substantial Completion by the required date, subject to extensions of time allowed under the Contract Documents, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. then Architect may withhold any further Certificate for Payment to the extent necessary to preserve sufficient funds to complete construction of the Project and to cover liquidated damages. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1, or this Section 9.5.4.

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§ 9.6.1 After the Architect has issued and the Owner has approved a Certificate for Payment, the Owner shall make payment of disputed amounts in the manner and within the time provided in the Contract Documents, and ~~shall so notify the Architect.~~in
accordance with the Texas Government Code section 2251.042 et. seq., Owner shall within twenty-one (21) days notify the Architect and Contractor if Owner disputes the Architect's Certificate for Payment, listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents.

§ 9.6.2 ~~The Contractor shall pay each Subcontractor, no later than seven days after~~ In compliance with Texas Government Code Section 2251.022,the Contractor shall, within ten (10) days
following receipt of payment from the Owner, ~~the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.~~pay all bills for labor and materials performed and furnished by others
in connection with the construction, furnished and equipping of the improvements and the performance of the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract. Contractor shall include a provision in each of its contracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.
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§ 9.6.7 ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for~~ The Contractor shall, as a condition precedent to any obligation of the Owner under the Contract Documents,
provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253. Notwithstanding the foregoing, payments received by the Contractor from the Owner for Work properly performed by Subcontractors, or materials properly provided by suppliers, shall be held in trust by the Contractor for the benefit of those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the ~~Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~Contractor.

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~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days'~~ § 9.7.1 Pursuant to Texas Government Code Section 2251.051,if the Owner does not pay the Contractor any payment
certified by the Architect, which is undisputed, due and owing after the date the payment is due under the Contract Documents, then the Contractor may, upon ten (10) days' written notice to the Owner and Architect, ~~stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the~~

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~~Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until payment of the undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect to either: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

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its intended use. provided, however, as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project (or if the same cannot be delivered for reasons not the fault or responsibility of the Contractor, nevertheless all Contractor's obligations necessary to the issuance of such certificates, permits, approvals, or licenses will have been performed.) Without limiting the foregoing, in general, the only remaining Work following Substantial Completion shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations.

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§ 9.8.3 Upon receipt of the Contractor's list, the Architect accompanied by the Owner or Owner's representative, at the Owner's option, will make an inspection to determine whether the Work or designated portion thereof is

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utilize the Work or designated portion thereof for its intended use, then the Contractor shall, before issuance of the

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the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 If, in Architect's opinion during the inspection, the Project, or the designated portion thereof which Owner has agreed to accept separately, is not sufficiently complete to warrant inspection, or if the list of items to be completed or corrected is not sufficiently complete to warrant inspection, then Architect may terminate the inspection and notify the Contractor that the Project is not ready for inspection. If for such reasons, Architect is required to make additional inspections, the Owner may deduct the cost of Architect's additional services made necessary thereby from any payments due the Contractor. The Architect's compensation shall be determined in accordance with the applicable provisions of the Agreement between the Owner and Architect.

§ 9.8.3.2 Except with the consent of the Owner, the Architect will perform no more than ONE (1) inspection to determine whether the Work has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, as defined by the Contract

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Documents, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of

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Substantial Completion. If Work is to be completed or corrected after the date of Substantial Completion and prior to final payment, Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the Work is completed or corrected and accepted by the Owner and Architect, or the date of Final Payment. ("Warranty Commencement Date").

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. ~~Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~

§ 9.8.6 Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

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such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to in writing by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial

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security, maintenance, heat, utilities, damage to the Work resulting from such occupancy, use or installation, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of~~warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the~~ warranties on the partially completed portion of the Work, as required by the Contract Documents Consent of the be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of~~the Architect.~~
the Architect. Contractor agrees that the Owner may place and install as much equipment and furnishings as is possible before completion or partial completion of portions of the Work.

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§ 9.9.3 Unless otherwise agreed ~~upon,~~ upon in writing , partial occupancy or use of a portion or portions of the Work or
installation of furnishings and equipment shall not constitute acceptance of Work not complying with the requirements~~of the Contract Documents.~~
of the Contract Documents , nor shall it constitute evidence of Substantial Completion or Final Completion.

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§ 9.10.1 ~~Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract~~ When all of the Work is finally completed and the Contractor is ready for a final inspection it shall notify the
Owner and the Architect thereof in writing. Thereupon, the Architect and Owner (at Owner's option) will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment ~~stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the~~ certifying to the Owner that
the Work has been completed in accordance with the Contract Documents and that ~~the entire balance found to be due the Contractor~~ remainder of the Contract Sum,
including all retainage, less any amount withheld pursuant to the Contract and noted in the final Certificate is due and

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payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in~~Section 9.10.2~~
Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work has attained Final Completion in accordance with the Contract Documents. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

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the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other ~~indebtedness~~ liabilities connected with the
Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by t.

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warranties or specific Subcontractor warranties, and ~~(6) if required~~ (6 except for amounts previously withheld by the Owner, other

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the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may have
been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to ~~indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~discharge any such lien or
indemnify the Owner from liability; (7) In addition, the following items must be completed and received by the Owner before Final Payment will be due:

.1 Written certifications required by Sections 10.5, 10.6, and 10.7 herein;
.2 Final list of subcontractors (AIA Document G705-2001);
.3 Contractor's Certification of Project Compliance required by 16 Texas Administrative Code, Section 61.1036, located at: https://tea.texas.gov;
.4 Contractor's warranties, organized as required elsewhere in the Contract Documents;
.5 Maintenance and Instruction Manuals;
.6 Owner's Certificate of Final Completion; and
.7 "As-constructed record drawings". At the completion of the Project, the Contractor shall submit one complete set of "as-constructed" record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-constructed" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above.

§ 9.10.3 ~~If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to~~

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~~certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it~~ The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after
the Architect's execution of a final Certificate for Payment. Final Payment shall not constitute a waiver of ~~Claims.~~any Claims
by the Owner.

~~**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~
~~**.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~
~~**.2** failure of the Work to comply with the requirements of the Contract Documents;~~
~~**.3** terms of special warranties required by the Contract Documents; or~~
~~**.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~

§ 9.10.6 The Contractor shall not permit any actual or purported lien, charge or claim to attach or attempt to attach to the Work, the site or any amounts due or to become due to the Contractor under the Contract Documents. If any such lien, charge or claim is so asserted, the Contractor shall promptly procure its release and indemnify the Owner against all damage and expense incident thereto. Upon completion of the Work and before any final payment and settlement, the Contractor shall provide evidence satisfactory to the Owner of payment and release of all debts, taxes, liens, charges, obligations and claims for or relating to labor, materials, Subcontractors and Sub-subcontractors; provided, however, that if the Contractor has not paid for any of the aforesaid as a result of a bona fide dispute, and payment of such is guaranteed and covered by the payment bond provided by the Contractor, then the Contractor shall not be required to pay such claim as a condition to final payment and settlement, but instead shall be required to provide Owner with written consent to final payment executed by such surety, expressly acknowledging the existence of such unpaid claim, and agreeing that full and final payment to the Contractor shall not impair any of the Owner's rights or the surety's obligations under the bond.

§ 9.11 Audit
Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

§ 9.12 In addition to any liquidated damages payable to the Owner by the Contractor, if: (1) the Architect is required to make more than one (1) inspection for Substantial Completion; (2) the Architect is required to make more than 1 inspection for Final Completion; or (3) the Work is not substantially complete within thirty (30) days after the date established for Substantial Completion in the Contract Documents; the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections or services.

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The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in~~**connection with the performance of the Contract.**~~
connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 et seq., and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.1.1 Contractor shall ensure that the Project site is alcohol-free, drug-free, nicotine/ tobacco-free, e-cigarette free, weapon-free, and sexual-harassment free, and shall require strict compliance on the Project Site with the Owner's Board Policies, including but not limited to GKA(Legal) and GKA(Local). Contractor will remove any of its

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employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

§10.1.2 Dress Code, Fraternization and Sexual Harassment. Contractor shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Contractor shall prohibit fraternization between all persons working under Contractor or any of its subcontractors, students and Owner's employees while on Owner's property. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

§ 10.1.3 Weapons. Owner has also banned use, possession, or display of any firearm, handgun, location-restricted knife, club, or "prohibited weapon", as defined by the Texas Penal Code and Owner's Board Policy FNCG(Legal), except when the Contractor, its representatives, employees, agents, and subcontractors, or anyone else over which the Contractor has control or authority holds a Texas handgun license, stores the handgun or other firearm in a locked vehicle in the Owners parking lot, garage, or other parking area provided by the Owner AND the firearm is not loaded and not in plain view. A copy of such policy is available through a link on the Owner's website. The Contractor further agrees that Contractor's representatives, employees, agents, and subcontractors will abide by these requirements as well as the Federal Gun-Free School Zones Act.

§ 10.1.4 Tobacco and E-Cigarettes. Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not use e-cigarettes or tobacco products while on the Project Site.

§ 10.1.5 Small Unmanned Aircraft (Drones). The Contractor shall operate any Small Unmanned Aircraft as required by 14 C.F.R. Part 107. as applicable, and any other applicable federal or state laws and regulations.

...

.1 employees on the ~~Work and~~ Work, school personnel, students and other persons on the Owner's premises and
other persons who may be affected ~~thereby;~~thereby, which protection shall include the installation of fencing
between the Work site and the occupied portion of a connecting or adjacent educational facility, and taking reasonable precautions to secure any abusable glue, aerosol paint, or any other chemical substance for inhalation being used on the project site;.

~~.2~~ **2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as fences, trees, shrubs, lawns, walks, athletic fields and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. Contractor's obligations under this Section shall continue to apply during any time period when all or a portion of the Work is suspended for any reason. Contractor's obligations under Section 10.2 as to each portion of the Project shall continue until Owner takes possession of and occupies that portion of the Project.

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the Contract, reasonable safeguards for safety and protection, including installing fencing, posting danger signs and

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and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall

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protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.2.4 When use or storage of ~~explosives or other~~ hazardous materials or equipment, or unusual methods are necessary for execution of
the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly~~qualified personnel.~~
qualified personnel, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

~~**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.~~

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10.2.8.1 If either party suffers injury or damage to person or property because of an act or omission of the other party,

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shall be given to the other party within a reasonable time not exceeding ~~**21**~~ three (3) days after discovery. The notice shall
provide sufficient detail to enable the other party to investigate the matter. No provision of the Contract Documents shall waive Owner's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.
§ 10.2.8.2 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, bodily injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious bodily injuries, or serious property damages are caused, then the accident shall be reported immediately by any means necessary to give actual notice to the Owner's representative and the Architect.

...

condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. If such notice is provided orally, written confirmation of such notice by Contractor shall be provided not later than one (1) business day following such notification. Owner shall not be responsible for materials or substances brought to the site by the Contractor.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner ~~shall~~ shall, as soon as reasonably possible, obtain the services of
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resume upon written agreement of the Owner and Contractor. ~~By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.~~Contractor may be entitled to an extension of the
Contract Time in accordance with Article 8.3.

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§ 10.3.3 To the ~~fullest extent permitted by law, the Owner shall indemnify and~~ extent permitted by the laws and Constitution of the State of Texas, the Owner shall indemnify and

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bodily injury or death as described in ~~Section 10.3.1~~ Section 10.3.1 and has not been rendered harmless, provided that such claim,

...

or negligence of the party seeking indemnity. Notwithstanding anything to the contrary contained in this Section 10.3.3, the agreement of the Owner to indemnify, defend and hold harmless the parties described in this Section shall not extend or apply to claims, damages, losses, expenses or liabilities related to, created or caused in whole or in part by a party indemnified hereunder; it being agreed and understood that the Owner and any party so indemnified shall each bear liability for its own negligent acts or omissions, and that such indemnity shall extend only to liability for the negligent acts and omissions of the Owner.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. ~~The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~

§ 10.3.5 ~~The Contractor shall reimburse~~ Except to the extent that the cost and expense are due to the Owner's fault or negligence, if Contractor imports
hazardous materials onto the Project site, the Contractor shall indemnify and hold harmless the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, ~~or~~ (2) where the Contractor fails to perform its obligations under ~~Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~Section 10.3.1; and (3) any
fines or penalties of government agencies directly resulting from the Contractor's importation of the hazardous materials onto the Project site.
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~~**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~

~~In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.~~**§ 10.4 .1** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.4.2 The performance of the foregoing services by the Contractor shall not relieve the subcontractors of their responsibility for the safety of persons and property and for compliance with all federal, state and local statutes, rules, regulations and orders of any governmental authority applicable to the conduct of the Work.

§ 10.5 Asbestos Or Asbestos-Containing Materials. Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor. Final Payment shall not be made until this written certification has been received.

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§ 10.6 Lead-Free Material In Potable Water System
§ 10.6.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

§ 10.6.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 10.7 Hazardous Materials Certification
The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.
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§ 11.1.1 The Contractor and the Contractor's Subcontractors shall purchase and maintain in force, insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the table below the Agreement or elsewhere in the Contract Documents. No Work will be commenced, and no equipment or materials may be shipped, until all requirements of Article 11 have been satisfied, satisfactory evidence of insurance has been provided, and all required insurance is in full force and effect. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the~~jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~
State of Texas.

Workmen's Compensation:	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	Bodily Injury by Accident - $500,000 Each Accident. Bodily Injury by Disease - $500,000 Each Employee. Bodily Injury by Disease - $500,000 Policy Limit.
Commercial General Liability: (Premises Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage)	$1,000,000.00 – combined single limit for bodily injury and property damage $2,000,000.00 - aggregate
Property Damage Independent Contractors Contractual Liability	$1,000,000.00 each occurrence $2,000,000.00 aggregate per project (Same limits as above) (Same limits as above)
Automobile Liability: Bodily Injury/Property Damage	$1,000,000.00 combined single limit $1,000,000.00 each occurrence

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Umbrella or Excess Liability	$2,000,000.00 - each occurrence $2,000,000 - aggregate
Owner's Protective Liability Insurance: Contractor must obtain an owner's liability insurance policy, at Contractor's expense, naming the District and its employees.	Bodily Injury - $1,000,000 Each Occurrence Aggregate - $1,000,000.
All Risk Builders Risk against the perils of fire, lightening, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by Owner.	

§ 11.1.2 The ~~Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner..

§ 11.1.3 ~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~The General Liability and Automobile policies so issued in the name of Contractor shall also name the Owner
as additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage (and associated Umbrella Coverage) required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

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§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. ~~Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~

§ 11.1.4 If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.1.5 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1.6 Contractor shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that

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no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Section 11.1.1. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 11.1.8 hereof shall apply.

§ 11.1.7 Contractor and its Subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its Subcontractors are in force and the necessary certificates and statements pursuant to Section 11.1.6 hereof have been received by Owner and the Architect has issued a written notice to proceed.

§ 11.1.8 As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Section 11.1 hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

§ 11.1.9 Workers' Compensation Insurance Coverage.

.1 Definitions:

.1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

.1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

.5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify

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coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

.9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.4 obtain from each other person with whom it contracts, and provide to the Contractor:
(a) a certificate of coverage, prior to the other person beginning work on the Project; and
(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

.9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC §110.110(c)(7)]

~~**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~

~~**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

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~~**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

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§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~**11.4.1** The Contractor is required, as a condition precedent to the execution of the Contract, to execute a
PERFORMANCE BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum.

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~
~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

§ 11.4.2 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional obligee.

§ 11.4.3 The Payment and Performance Bond shall meet requirements of Chapter 2253 of the Texas Governmental Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

§ 11.4.4 The Sureties shall promptly file a signed copy of the Contract, Performance Bond, and Payment Bond with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code.

§ 11.4.5 All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

§ 11.4.6 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds

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on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.7 Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.8 Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.
§ 11.4.9 By inclusion of this Section 11.4.9 in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architect, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

~~**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

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§ 12.1.1 If a portion of the Work is covered prior to inspection, contrary to the Architect's request or to requirements specifically expressed in the Contract ~~Documents,~~ Documents or if any known deficiencies exist, it must, if requested ~~in writing~~ by the
Architect, be uncovered by the Contractor for the Architect's examination and be replaced at the Contractor's sole expense without change in the Contract Time. If the uncovered work is determined by the Architect upon inspection to be deficient or not in accordance with the Contract Documents, the uncovered Work which is deficient or not in accordance with the Contract Documents shall be corrected and covered at the Contractor's sole expense without

...

Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense. If the a request inspection of the Work prior to covering or including a requirement for inspection in the Contract Documents is within the Architect's standard of care and the Architect has failed to timely make such request or include the requirement in the Contract Documents, the Architect shall reimburse the Owner for the actual costs of uncovering

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and recovering such Work and additional costs of correction, if any, caused by covering the Work prior to inspection.
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replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the~~Contractor's expense.~~
Contractor's expense and will be subject to offset by the Owner at Final Payment..

...

§ 12.2.2.1 In addition to the Contractor's obligations under ~~Section 3.5,~~ Section 3.5, if, within one year after the date of Substantial
Completion of the Work or designated portion thereof or after the date for commencement of warranties established~~under Section 9.9.1,~~
under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Owner shall give such notice of the condition to the Contractor with reasonable promptness after discovery of the condition. The Contractor

...

Contractor a written acceptance of such ~~condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for~~ condition in its non-conforming state. During the one-year period for correction, the Owner waives the rights to require correction by the Contractor ~~and to make a claim for breach of warranty. If the Contractor fails~~ based on a breach of the warranty
contained in this Section 12.2.2.1 providing for correction of Work during the one-year period. If the Contractor fails to correct nonconforming Work within a reasonable time during ~~that~~ the period after receipt of notice from the Owner or
Architect, the Owner may correct it in accordance with ~~Section 2.5.~~Section 2.5.

...

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

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§ 12.2.6 Contractor shall (i) re-execute any parts of the Work that fails to conform with the requirements of this Agreement that appear during the progress of the Work; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Substantial Completion of the Work hereunder, or within such longer period of time as may be set forth in the Drawings and Specifications or other Contract Documents; and (iii) replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or defects in the Work or by the negligent act of the Contractor or its employees, agents or subcontractors. The cost to Contractor of performing any of its obligations under this Section 12.2.6 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provisions of this Section 12.2.7 shall not apply to corrective Work attributable solely to the acts or omissions of any separate Contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Section 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made by written agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost to the Owner of the correction.

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§ 12.2.9 Contractor's express warranties set out in this Article 12 shall be in addition to, and not in lieu of, any other warranties or remedies Owner may have under the Contract Documents, at law, or in equity for defective Work.

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The Contract shall be governed by the **~~law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~**laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the County in which the Project is located. Any litigation to enforce or interpret any terms of the Contract, or any other litigation arising out of or as a result of the Contract, shall be brought in the State courts of said County. No provision of this Agreement shall waive any immunity or defense.

...

representatives to covenants, agreements, and obligations contained in the Contract Documents. ~~Except as provided in Section 13.2.2, neither~~ Neither party to the
Contract shall assign the Contract ~~as a whole~~ in whole or in part without written consent of the other. If either party attempts to

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§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender or other entity providing

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Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability, or effect of the remainder of the Contact Documents.

...

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made at appropriate times as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of~~public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals.~~
public authorities having jurisdiction. The Contractor shall give timely notice to the persons or entities selected by the Owner of the need for such services. The Contractor shall give the Architect timely notice of when and where tests and

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additional testing, inspection, or approval not included under ~~Section 13.4.1,~~ Section 13.4.1, the Architect will, upon written

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except as provided in ~~Section 13.4.3,~~ Section 13.4.3, shall be at the Owner's expense. Architect, Owner and Contractor shall
cooperate for the timely scheduling of such tests and inspections.

...

such failure, including but not limited to those of repeated procedures and compensation for the Architect's services

...

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~~**Payments**~~ Undisputed payments due and unpaid under the Contract Documents shall bear interest ~~**from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.**~~in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 Equal Opportunity In Employment

§ 13.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 13.6.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

§ 13.7 Contractors Records

§ 13.7.1 Contractor agrees to furnish Owner such information as may be available in Contractor's files and records for the Project for the purpose of aiding Owner in establishing a depreciation schedule for the Project or such portions thereof as Owner may determine.

§ 13.7.2 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office or the principal offices of the Contractor, at the sole option of the Owner.

§ 13.7.3 For all Change Orders, Allowances and expenditures from Contingency Funds, Contractor shall also maintain, in accordance with the provisions of Section 13.9.1, the following: contract files, including proposals of successful and unsuccessful bidders, bid recaps and contractor payments; original estimates; estimating Work sheets; general ledger entries detail cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.4 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner and shall be subject to the provisions of Section 13.7.1.

§ 13.7.5 Contractor shall keep all Construction Documents related to the Project, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.7.6 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, as its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 No Third-Party Beneficiaries

There are no third-party beneficiaries to this agreement.

§ 13.9 Proprietary Interests And Confidential Information

§ 13.9.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo

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or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

§ 13.9.2 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; detailed layouts of the Owner's Facilities; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

§ 13.9.3 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, et seq., and the Texas Open Meetings Act, Texas Government Code, Section 551.001, et seq.

§ 13.10 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

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§ 14.1.1 ~~The Contractor may terminate the Contract if~~ If the Work is stopped for a period of ~~30~~ thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of~~the Work, for any of the following reasons:~~ the Work under direct or indirect contract with the Contractor for any of the reasons set forth below, the Contractor may terminate the Contract upon twenty (20) days written notice to Owner and Architect if the Work is not allowed to commence within such period. The sole grounds for termination under this Subsection 14.1.1 are as follows:

...

.3 Because ~~the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because~~ the Owner has not made payment ~~on a Certificate for~~ of undisputed sums due on an approved Certificate for

.4 ~~The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~

§ 14.1.2 ~~The Contractor may terminate the Contract if,~~ If through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees,

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entire Work by the Owner as described in ~~Section 14.3,~~ Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is ~~less.~~less, the Contractor may terminate the Contract so long as Contractor has provided Owner and Architect with written notice of its intent to terminate in the event of additional delays of not less than twenty (20) days and has furnished written notice of termination to Owner and Architect no less than seven (7) days prior to the effective date of termination.

§ 14.1.3 If one of the reasons described in ~~Section 14.1.1~~ Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment ~~for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ in an amount which would have been recoverable had the termination been for the Owner's convenience..

...

with respect to matters important to the progress of the Work, the Contractor may, upon ~~seven~~ ten (10) additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in~~Section 14.1.3.~~

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Section 14.1.3.

...

.4 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents;

.5 fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

.6 engages in or permits serious or repeated worker misconduct in violation of Article 3.3;

.7 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or

.8 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action, the Owner~~ subject to any prior rights of the surety, the Owner

...

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. ~~Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.~~

In any such event title to the Work and any products thereof, whether completed or partially completed, as well as all materials prepared, procured or set aside by the contractor for use in the work , shall vest in the Owner at the Owner's option, and the Owner may enter the Contractors premises and remove the same therefrom. No election herunder shall be construed as a waiver of any rights or remedies of the Onwe with regard to any breach of the Contract Documents.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in ~~Section 14.2.1,~~ Section 14.2.1, the Contractor shall
not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts actually earned to the date of termination.

§ 14.2.4 If the ~~unpaid balance of the Contract Sum exceeds~~ costs of finishing the Work, including compensation for the ~~Architect's~~ Architects' services and expenses made
necessary thereby, and other damages incurred by the Owner and not expressly waived, ~~such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor~~ exceed the unpaid balance of the Contract Sum, then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to~~the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this~~
the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the~~Contract.~~
Contract.

§ 14.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 14.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the

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Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. ~~Adjustment of the Contract Sum shall include profit.~~ No adjustment shall be made to the extent

...

Furthermore, if this Contract is a multi-year contract funded through Owner's current general funds that are not bond funds, then the Owner's Board of Trustees has the right to not appropriate adequate monies for the next fiscal year and to terminate this Contract at the end of each fiscal year during the term of the Contract, without the Owner incurring any further liability to Contractor as a result of such termination.

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; ~~costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~for profit only on that portion of the Work executed, and reasonable costs of demobilization.

§ 14.4.4 Upon determination by a Court of competent jurisdiction that termination of the Contractor pursuant to Section 14.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 14.4, and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in this Section 14.4.3.

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~~The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.~~

...

§ 15.1.3.1 Claims by ~~either~~ the ~~Owner or~~ Contractor, ~~where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2,~~ shall be initiated by notice to the ~~other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this~~ Owner and to the Architect, Claims under this Section 15.1.3.1 shall be initiated within 21 calendar days after the occurrence of the event giving rise to such Claim or within 21 calendar days after the claimant first ~~recognizes~~ knew or should have known of the condition giving rise to the Claim,~~whichever is later.~~
whichever is earlier. If the full impact cannot be assessed as of the date of the Notice, then Notice shall be provided and amended by a second notice at the earliest date that is reasonably possible, but in no event later than the date of Contractor's Application for Payment covering the period in which the impact can be assessed and quantified.

...

after expiration of the period for correction of the Work set forth in ~~Section 12.2.2,~~ Section 12.2.2, shall be initiated by notice to the
other party. In such event, no decision by the Initial Decision Maker is required. If Texas Government Code, Chapter 2272 is applicable to the Claim, the Owner shall comply with the requirements set out therein as a condition precedent to any initiation of any litigation. .

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...

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for work performed in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. ~~The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~

...

If the Contractor wishes to make a Claim for an increase in the Contract **~~Sum,~~** Sum (provided such a claim is specifically
permitted by the Contract Documents), notice as provided in Section 15.1.3 shall be given to the Owner and Architect. Claims relating to an emergency endangering life or property arising under **~~Section 10.4.~~**Section 10.4. The Architect will promptly
investigate such Claim and report findings and a recommended resolution in writing to the Owner and Contractor. If the Claim is approved by Owner, then Contractor shall proceed with the execution of the Work that is the subject matter of the Claim. If the Claim is rejected by the Owner, then Contractor may pursue alternative dispute resolution as provided for in the Contract Documents.

...

~~§ 15.1.6.2~~ ~~If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.~~

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions occurred at the locality of the Work which were abnormal for the period of time, were in excess of that normally experienced at the job site, could not have been reasonably anticipated, and prevented the execution of Work on scheduled Working Days. The term "Adverse Weather Conditions" as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the Local Climatological Data maintained by NOAA's National Centers for Environmental Information [formerly the National Climatic Data Center (NCDC)] from the station closest to the location of the Work. No day will be counted as a rain-day when substantial Contractor forces are able to perform Work on the Project for more than fifty percent (50%) of the usual workday or when the stage of the Work on the Project is not adversely impacted. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Requests for an extension of the Contract Time pursuant to this Subparagraph shall be submitted to the Architect not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred, but shall be applied only to the extent that Substantial Completion of the Project exceeds the Substantial Completion date established for the Work. As provided herein, Contractor shall only be entitled an extension of the Contract Time per the terms of the Contract Documents and no damages shall be paid for delays.

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.1 ~~damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~No indirect or consequential damages will be allowed.

.2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated loss of labor efficiency, or on a comparison of planned manloading to actual manloading, or ~~**.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.~~any other analysis that is used to show damages indirectly.

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.3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

.4 No damages will be allowed for home office overhead or other home office changes or any Eichleay formula calculation.

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7~~ Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract ~~Documents.~~Documents, nor will this Section 15.1.7 be deemed to apply to delay damages, which are prohibited entirely.

...

§ 15.2.1 ~~Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision~~ Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect but excluding those arising under Section 10.3, shall be referred initially to the Architect for consideration and recommendation to the Owner. An initial recommendation by the Architect shall be required as a condition precedent~~to mediation of any Claim. If an initial decision has not been rendered within 30 days~~ to mediation of any Claim, after the Claim has been referred to the ~~Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~Architect with no recommendation having been rendered by the Architect.

§ 15.2.2 The ~~Initial Decision Maker~~ Architect will review Claims and within ten (10) days of ~~the~~ receipt of ~~a~~ the Claim take one or more of the following actions: (1) request additional supporting data from the ~~claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.~~Contractor; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Architect is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

§ 15.2.3 ~~In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~Following receipt of the Architect's initial recommendation regarding a claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Price and/or Contract Time. If no agreement can be reached either party may request mediation of the dispute pursuant to Article 15.

...

will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. ~~Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~.

§ 15.2.5 ~~The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

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~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.8 ~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~**Waiver Of Lien**
It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

...

§ 15.3.1 ~~Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~In the event that the Owner or the Contractor shall contend that the other has committed a material breach of
this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator qualified as an impartial third party for purposes of Section 154.052 of the Texas Civil Practice & Remedies Code.

§ 15.3.2 ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty
(30) or more than ninety (90) days following the date of the request, except upon agreement of both parties. .

§ 15.3.3 ~~Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~In the event the Owner and the Contractor are unable to agree to a date for the mediation or to the identity of
the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
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§ 15.3.5 Nothing herein shall preclude the Owner or the Contractor from requesting that the Architect or one or more subcontractors be joined as parties to the mediation, to the extent allowed by their respective contracts.

§ 15.3.6 Any claim not resolved in mediation pursuant to Section 15.3 shall be subject to litigation as the sole method of dispute resolution.

§ 15.3.7 Unless otherwise agreed in writing by the Owner in the Owner's sole discretion, the Contractor may not bring

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a legal action against the Owner unless:

.1 the Contractor has given written notice to the Owner of the Claim, dispute, or other matter giving rise to the legal action within ninety-one (91) days after the date of the start of the event giving rise to the Contractor's Claim, dispute or other matter, and

.2 the legal action is brought within two (2) years and one (1) day after the date of the start of the event giving rise to Contractor's Claim, dispute or other matter.

This Section 15.4 and all subparts are intentionally deleted. No dispute arising under the Contract Documents, these General Conditions or the underlying Contract shall be subject under any circumstances to Arbitration as the method of binding dispute resolution and Owner rejects any selection otherwise made by the parties.

§ 15.5 Immunity

Contractor stipulates that Owner is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically provided by law.

Executed on this the _____ day of ____, 20___

MCALLEN INDEPENDENT SCHOOL DISTRICT		
OWNER (*Signature*)		CONTRACTOR (*Signature*)
, President		
(Printed Name and Title)		*(Printed Name and Title)*

APPROVED AS TO FORM
Johnathan Ball, McAllen ISD Staff Attorney

By: _____

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to~~

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be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eleventh Day of March in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

McAllen Independent School District
2000 North 23rd Street
McAllen, TX 78501
956-618-6000

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Johnathan Ball, McAllen ISD Staff Attorney for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The commencement date will be the first business day after the Contractor's receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect until the Agreement has been signed by the Contractor, approved by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of the AIA document A201-2017

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than One Hundred (100) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

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Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be(AMOUNT) ($), this amount includes the contingency allowance listed on Section 4.3, and is subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

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§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and the Contractor's surety, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work: ( ) ($).

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Commitment of Current Revenues Only. In the event that during any term hereof, the governing body of any local government party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the

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parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each government party hereto pursuant to the provisions of Texas Local Government Code §271.903.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 The Contractor shall submit monthly Applications for Payment to the Architect not later than the last day of each month, on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. The Architect will have seven business days to approve the Contractor's Application and submit its Certificate for Payment to the Owner. The Architect may require from the Contractor any additional information required by the Contract Documents and deemed necessary to substantiate the Application for Payment. The Owner shall pay to the Contractor, the certified undisputed amounts in the Payment Application to the Contractor not later than 30 days from the Owner's receipt of the Certificate of Payment from the Architect if the Owner's Board meets twice a month or more, and 45 days from the Owner's receipt of the Certificate of Payment from the Architect if the Owner's Board meets only once per month.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work; as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;
- **.2** If approved in advance by the Owner, that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that. the Architect determines, in the

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Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.2 Final Payment

§ 5.2.1 Final payment, shall not be made by the Owner to the Contractor until:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 all conditions precedent to final payment have been fulfilled including those listed in Section 9.10.2 of the AIA Document A201–2017;

.3 Contractor has submitted a signed document indicating consent of its Surety to Final

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Payment;

.4 Contractor has provided the following documents:.

.1 Written certifications that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state, or local standards, laws, codes, rules, and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout; .2 Final list of Subcontractors (AIA Document G705); .3 Contractor's certification in Texas Education Agency's Certification of Project Compliance, if required; .4 Contractor's warranties; .5 Maintenance and Instruction Manuals; .6 Owner's Final Completion Certificate;

.5 a final Certificate for Payment has been issued by the Architect; and

.6 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Undisputed payments remaining unpaid under the Contract on the 31st day after the date the Owner receives a properly documented Certificate of Payment from the Architect are considered overdue and in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251, shall bear interest from that date until the date that the Owner mails or electronically transmits payment, including accrued interest to that date.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017,

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.
This Agreement is governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in Hidalgo County, Texas.

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§ 6.3 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, General Conditions of the Contract for Construction, and elsewhere in the Contract Documents. The Contractor's insurance certificates are attached hereto as Exhibit D.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 General Conditions of the Contract of Construction, and elsewhere in the Contract Documents. The original bonds required herein are attached to this Agreement as Exhibit C, upon execution of the Agreement. Each subcontractor on the public project shall provide a certificate of insurance coverage, or other such documentation establishing proof of insurance by the subcontractor, relating to the subcontractor's employees, to the general contractor. The general contractor shall then provide the subcontractor's certificate of insurance coverage to the governmental entity.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or in any other format agreed to by the Owner, Contractor and Architect in writing.

§ 8.7 Other provisions:

§ 8.7.1 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at

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$100,000 or more and if the Contractor has at least ten (10) full time employees, then the Contractor, by its execution of this Agreement represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 8.7.2 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

§ 8.7.3 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 8.7.4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of this Project is One Million Dollars ($1,000,000.00) or more, the Contractor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the Owner; and (3) on completion of the contract, either: (a) provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner.

§ 8.7.5 Contractor shall take all actions and shall comply with all federal, state, and local legal requirements.

§ 8.7.6 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at $100,000 or more and if Contractor has at least ten (10) full-time employees, then Contractor represents and warrants to the Owner that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement. This provision does not apply to sole proprietorships.

§ 8.7.7 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at $100,000 or more and if Contractor has at least ten (10) full-time employees, then Contractor represents and warrants to the Owner that the Contractor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade association during the term of this agreement. This provision does not apply to sole proprietorships.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

3 AIA Document A201 – 2017, General Conditions of the Contract for Construction

.4 Drawings

The Drawings are those which are listed in the Index of Drawings attached hereto as **Exhibit A**, Which are incorporated herein by reference

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.5 Specifications

The Specifications are those which are listed in the Table of Contents attached hereto as **Exhibit B**, which are incorporated herein by reference.

.6 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Request for Qualifications No. 2026-1039 Bond Underwriting Services

REFERENCE: Goal 4: Financial Priorities; Strategy 7: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On May 13, 2026, the McAllen Independent School District ("District") solicited qualifications for bond underwriting services.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Seventy-four (74) vendors were invited to submit responses, and eighteen (18) vendors responded. On June 9, 2026, the Evaluation Committee, comprised of Lorena Garcia, Deputy Superintendent for Business & Operations; Joel Garcia, Chief Financial Officer; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Mariza Malm, Senior Buyer, met to evaluate the proposals. The Evaluation Committee, in collaboration with Estrada Hinojosa consultants, completed its review and recommends the establishment of a vendor pool based on the scoring matrix, comprised of respondents scoring 75 points or higher.

LEGAL REVIEW:

None Required

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Qualifications No. 2026-1039 Bond Underwriting Services, and approve the firms listed on the attached as qualified vendors for the duration of the 2026 Bond Program which is currently anticipated to be through 2031.

Attachment: ☑

SUBMITTED BY: JOEL GARCIA

SUPERVISOR: Lorena Garcia
Lorena Garcia (Jun 15, 2026 16:31:18 CDT)

For further information contact:
Name: Mr. Joel Garcia, Chief Financial Officer
Office: (956) 618-6016
Email: joel.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 15, 2026 16:36:57 CDT)

Superintendent of Schools

2026-1039 Bond Underwriting Services
EVALUATION MATRIX SUMMARY

Firm Name	Point	Ranking
Academy Securities, Inc	75	15
BOK Financial Securities, Inc	90	4
Cabrera Capital Markets LLC	82.5	12
Crews & Associates, Inc	74.5	16
D.A. Davidson & Co	79.5	14
Frost Bank	95	1
Hilltop Securities Inc	87.5	7
Loop Capital, LLC	69.5	18
Piper Sandler & Co	87.5	7
RBC USA Holdco Corporation DBA RBC Capital Markets LLC	95	1
SAMCO Capital Markets, Inc	95	1
Siebert Williams Shank & Co., LLC	82	13
Southwest Business Corporation DBA SWBC Investment Services, LLC	84.5	11
Stifel, Nicolaus & Company, Incorporated	87.5	7
TCBI Securities, Inc DBA Texas Capital Securities	90	4
TD Financial Products LLC	72	17
The PNC Financial Services Group Inc DBA PNC Capital Markets LLC (20-3719138)	90	4
UMB Bank, N.A.	87.5	7

2026-1039 Bond Underwriting Services
EVALUATION MATRIX

		Response No.	1	2	3	4	5	6	7	8	9
No.	Criteria	Max. Pts. 100	Academy Securities, Inc	BOK Financial Securities, Inc	Cabrera Capital Markets LLC	Crews & Associates, Inc	D.A. Davidson & Co	Frost Bank	Hilltop Securities Inc	Loop Capital, LLC	Piper Sandler & Co
			New York, NY	Plano, TX	DALLAS, TX	The Woodlands, TX	Denver, CO	San Antonio, TX	Dallas, TX	Chicago, IL	Minneapolis, MN
	Total Points	100	75.00	90.00	82.50	74.50	79.50	95.00	87.50	69.50	87.50
	Ranking		15	4	12	16	14	1	7	18	7
1	**Experience and Qualifications**	15	12.5	12.5	12.5	12.5	12.5	15	15	12.5	12.5
	Firm's name and contact information for the lead professional(s) assigned to the District. *(Bid Attribute 54)*	5	5	5	5	5	5	5	5	5	5
	Firm's ownership structure, business classification, Texas office locations, and municipal finance personnel dedicated to banking, sales, trading, and underwriting activities. *(Bid Attribute 57)*	10	7.5	7.5	7.5	7.5	7.5	10	10	7.5	7.5
2	**Distribution and Marketing Capabilities**	20	17.5	20	17.5	17.5	17.5	20	20	17.5	17.5
	Underwriting desk location, lead underwriter contact information, and details regarding their industry experience and tenure with the firm. *(Bid Attribute 55)*	10	7.5	10	7.5	7.5	7.5	10	10	7.5	7.5
	Firm's sales, trading, underwriting, structuring, and marketing experience for Texas school district bond transactions. *(Bid Attribute 56)*	10	10	10	10	10	10	10	10	10	10
3	**Financial Strength and Capital Commitment**	15	15	15	15	12	12	15	15	7	15
	Firm's total and net capital for the past three years and current period. *(Bid Attribute 58)*	5	5	5	5	5	5	5	5	5	5
	Firm's capital approval process. *(Bid Attribute 59)*	10	10	10	10	7	7	10	10	2	10
4	**References and Recent Performance**	50	30	42.5	37.5	32.5	37.5	45	37.5	32.5	42.5
	Negotiated Texas school district bond transactions completed from January 1, 2023, through April 15, 2026, categorized by Senior Manager and Co-Manager roles. *(Bid Attributes 60 - 90)*	5	0	5	5	0	5	5	5	5	5
		10	7.5	10	10	10	5	10	10	5	10
	Firm's bond-related experience with the District during the past 10 years. *(Bid Attribute 91)*	10	0	5	0	0	5	5	0	0	5
	Texas School District References listed as of January 1, 2023. *(Bid Attributes 92-116)*	20	20	20	20	20	20	20	20	20	20
	Arbitration/Legal Concerns *(Bid Attribute 117)*	5	2.5	2.5	2.5	2.5	2.5	5	2.5	2.5	2.5

2026-1039 Bond Underwriting Services

EVALUATION MATRIX

		Response No.	10	11	12	13	14	15	16	17	18
No.	Criteria	Max. Pts. 100	The PNC Financial Services Group Inc DBA PNC Capital Markets LLC (20-3719138)	RBC USA Holdco Corporation DBA RBC Capital Markets LLC	SAMCO Capital Markets, Inc	Siebert Williams Shank & Co., LLC	Stifel, Nicolaus & Company, Incorporated	Southwest Business Corporation DBA SWBC Investment Services, LLC	TD Financial Products LLC	TCBI Securities, Inc DBA Texas Capital Securities	UMB Bank, N.A.
			McAllen, TX	San Antonio, TX	San Antonio, TX	Houston, TX	Fort Worth, TX	San Antonio, TX	Dallas, TX	Dallas, TX	Dallas, TX
	Total Points	100	90.00	95.00	95.00	82.00	87.50	84.50	72.00	90.00	87.50
	Ranking		4	1	1	13	7	11	17	4	7
1	**Experience and Qualifications**	15	12.5	12.5	15	12.5	12.5	15	12.5	15	12.5
	Firm's name and contact information for the lead professional(s) assigned to the District. *(Bid Attribute 54)*	5	5	5	5	5	5	5	5	5	5
	Firm's ownership structure, business classification, Texas office locations, and municipal finance personnel dedicated to banking, sales, trading, and underwriting activities. *(Bid Attribute 57)*	10	7.5	7.5	10	7.5	7.5	10	7.5	10	7.5
2	**Distribution and Marketing Capabilities**	20	20	20	20	20	17.5	20	17.5	20	20
	Underwriting desk location, lead underwriter contact information, and details regarding their industry experience and tenure with the firm. *(Bid Attribute 55)*	10	10	10	10	10	7.5	10	7.5	10	10
	Firm's sales, trading, underwriting, structuring, and marketing experience for Texas school district bond transactions. *(Bid Attribute 56)*	10	10	10	10	10	10	10	10	10	10
3	**Financial Strength and Capital Commitment**	15	15	15	15	7	15	7	12	15	15
	Firm's total and net capital for the past three years and current period. *(Bid Attribute 58)*	5	5	5	5	5	5	5	5	5	5
	Firm's capital approval process. *(Bid Attribute 59)*	10	10	10	10	2	10	2	7	10	10
4	**References and Recent Performance**	50	42.5	47.5	45	42.5	42.5	42.5	30	40	40
	Negotiated Texas school district bond transactions completed from January 1, 2023, through April 15, 2026, categorized by Senior Manager and Co-Manager roles. *(Bid Attributes 60 - 90)*	5	5	5	5	5	5	5	5	5	5
		10	10	10	10	10	10	10	0	10	10
	Firm's bond-related experience with the District during the past 10 years. *(Bid Attribute 91)*	10	5	10	5	5	5	5	0	0	0
	Texas School District References listed as of January 1, 2023. *(Bid Attributes 92-116)*	20	20	20	20	20	20	20	20	20	20
	Arbitration/Legal Concerns *(Bid Attribute 117)*	5	2.5	2.5	5	2.5	2.5	2.5	5	5	5

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23 2026

SUBJECT: Discussion and Possible Action to Approve Board of Education Meeting Minutes

REFERENCE: N/A

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The minutes for each meeting of the Board of Education are traditionally brought to the Board for approval. After approved, the minutes become the official Record for Board Action.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The meeting minutes have been prepared and reviewed for accuracy. Approval of these minutes ensures proper documentation of Board proceedings and compliance with record-keeping requirements.

LEGAL REVIEW:

No legal issues are anticipated with the approval of meeting minutes. This item is presented as a standard governance practice.

BUDGETARY CONSIDERATIONS:

There are no budgetary considerations associated with this item.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the Board of Education meeting minutes as presented for the following:

Special Board Meeting - June 2 2026

Attachment: ☑

SUBMITTED BY: Norma Ramirez

SUPERVISOR: Lucia Regalado (Jun 16, 2026 07:49:22 CDT)

For further information contact:
Name: Norma Ramirez
Office: (956) 688-5418
Email: norma.ramirez@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 16, 2026 12:03:42 CDT)

Superintendent of Schools

Special Meeting

Tuesday, June 2, 2026 5:30 PM

Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501

Attendance Taken at 5:30 PM.

Robert Carreon:	Present
Erica de la Garza-Lopez:	Present
Roberto Haddad:	Present
Lizzie Kittleman:	Present
Sofia Peña:	Present
Lucia Regalado:	Present
Aaron Rivera:	Present

1. **CALL MEETING TO ORDER**

Meeting was called to order at 5:31 pm

2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**

The following community member(s) addressed the Board:
Celeste Lopez (Librarian Compensation)
Cindy Tijerina (Librarians)
Natasha Gonzalez (Memorial Boys Basketball Head Coach)

5. **RECOGNITION**

A) Recognition of 2025-2026 University of Texas Rio Grande Valley Teacher Residents
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

For information purposes only.

6. **CONSENT AGENDA ITEMS**

A) Discussion and Possible Action on Request for Proposal No. 2024-1022 Career and Technology Education Instructional Supplies, Materials, Equipment and Related Services (Round 18)
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Dr. René Gutiérrez, Superintendent

Motion to approve Request for Proposal No. 2024-1022 Career and Technical Education Instructional Supplies, Materials, Equipment and Related Services (Round 18), and award vendors on the attached list, for a coterminous term through June 30, 2027. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.

Robert Carreon: Yea
Erica de la Garza-Lopez: Yea
Roberto Haddad: Yea
Lizzie Kittleman: Yea
Sofia Peña: Yea
Lucia Regalado: Yea
Aaron Rivera: Yea
Yea: 7, Nay: 0

RECOMMENDED VENDORS
Request for Proposal No. 2024-1022
Career and Technology Education Instructional Supplies, Materials, Equipment and Related Services (Round 18)

No.	Vendor Name	City	State	Recommendation
1	Amistad Floral & Crafts LLC	McAllen	TX	Qualified
2	BOUND TO STAY BOUND BOOKS, INC.	JACKSONVILLE	IL	Qualified
3	Distribold US Inc	Houston	TX	Qualified
4	JW Creative Company	Dover	PA	Qualified
5	Pioneer School of Real Estate (Pioneer School of Real Estate, LLC)	Katy	TX	Qualified
6	Youthlight, Inc.	Chapin	SC	Qualified

B) Discussion and Possible Action on Industry Training Agreement No. 2027-023 Regional Day School Program for the Deaf Training and Educational Services with South Texas College
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Dr. René Gutiérrez, Superintendent
Motion to approve Industry Training Agreement No. 2027-023 Regional Day School Program for the Deaf Training and Educational Services with South Texas College for School Year 2026-2027. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.
Robert Carreon: Yea
Erica de la Garza-Lopez: Yea
Roberto Haddad: Yea
Lizzie Kittleman: Yea
Sofia Peña: Yea
Lucia Regalado: Yea
Aaron Rivera: Yea
Yea: 7, Nay: 0

C) Discussion and Possible Action on Request for Proposal No. 2025-1019 Athletic Equipment, Supplies, Reconditioning Services, and Related Products and Services (Round 8)
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
Motion to approve Request for Proposal No. 2025-1019 Athletic Equipment, Supplies, Reconditioning Services, and Related Products and Services (Round 8), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2028. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.
Robert Carreon: Yea

Erica de la Garza-Lopez: Yea
Roberto Haddad: Yea
Lizzie Kittleman: Yea
Sofia Peña: Yea
Lucia Regalado: Yea
Aaron Rivera: Yea
Yea: 7, Nay: 0

RECOMMENDED VENDORS
Request for Proposal No. 2025-1019
Athletic Equipment, Supplies, Reconditioning Services, and Related Products and Services (Round 8)

No.	Vendor Name	City	State	Recommendation
1	Gandy Ink (G & G Investments Inc)	San Angelo	TX	Qualified

D) Discussion and Consideration of Approval of Disposal of Out-of-Adoption Instructional Materials
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve the disposal of the out of adoption instructional materials at the recycling center. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.
Robert Carreon: Yea
Erica de la Garza-Lopez: Yea
Roberto Haddad: Yea
Lizzie Kittleman: Yea
Sofia Peña: Yea
Lucia Regalado: Yea
Aaron Rivera: Yea
Yea: 7, Nay: 0

E) Discussion and Possible Action on Continuation of Interlocal Cooperation Agreement No. 2017-095 Tax Assessment and Tax Collection with Hidalgo County
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve the Continuation of lnterlocal Cooperation Agreement No. 2017-095 Tax Assessment and Tax Collection with Hidalgo County in the amount of $174,552.00.00 effective July 1, 2026 to June 30, 2027. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.
Robert Carreon: Yea
Erica de la Garza-Lopez: Yea
Roberto Haddad: Yea
Lizzie Kittleman: Yea
Sofia Peña: Yea
Lucia Regalado: Yea
Aaron Rivera: Yea
Yea: 7, Nay: 0

F) Discussion and Possible Action on Request for Proposal No. 2025-1027 Building and Maintenance, Materials, Supplies, Equipment, and Related Services (Round 5-Non-Bond)
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve Request for Proposal No. 2025-1027 Building and Maintenance, Materials, Supplies, Equipment, and Related Services (Round 5), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2026. This motion, made by Trustee Aaron Rivera and seconded by trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0
Motion to reorganize the agenda to place Item 7.B.1 at this point of the agenda. Motion, moved by Trustee Roberto Haddad and seconded by Trustee Aaron Rivera. Motion Passed.

RECOMMENDED VENDORS
Request for Proposal No. 2025-1027
Building and Maintenance, Materials, Supplies, Equipment, and Related Services (Round 5)

No.	Vendor Name	City	State	Recommendation
1	Air Comm Corporation	Houston	TX	Qualified
2	Legefy Roofing LLC	Springtown	TX	Qualified
3	Perry Mechanical Systems LLC	Corpus Christi	TX	Qualified
4	RS Electric Network LLC	McAllen	TX	Qualified
5	Selvera Builders, LLC	Brownsville	TX	Qualified
6	Solar Electric Power Company	Stuart	FL	Qualified
7	TJ's Professional Painting and Construction, LLC	Red Oak	TX	Qualified

7. INSTRUCTIONAL SERVICES/ INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, BUSINESS AND OPERATIONS, AND BOARD OF TRUSTEES ITEMS

A) **Instructional Services/ Instructional Leadership Item(s)** (Dr. Rosalba De Hoyos and/or Jeanette Nino)

1. Report Regarding Pre-Kindergarten Instructional Efforts and Student Outcomes
Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent
For information purposes only.

2. Discussion and Possible Action on Interlocal Agreement No. 2027-012 Veterinary Technician Apprenticeship Program with South Texas College
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Dr. René Gutiérrez, Superintendent

Motion to approve Interlocal Agreement No. 2027-012 Veterinary Technician Apprenticeship Program with South Texas College for a term of August 2026 through May 2027. This motion, made by Trustee Aaron Rivera and seconded by Trustee Roberto Haddad, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

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

1. Discussion and Possible Action Regarding James Nikki Rowe High School Softball Booster Donation of JV and Varsity Softball Lockers
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

Motion to approve the James Nikki Rowe High School Softball Booster Donation of JV and Varsity Softball Lockers. This motion, made by Trustee Robert Carreon and seconded by Trustee Aaron Rivera, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

2. Discussion and Possible Action on McAllen Independent School District Board Policy to Amend Policy DEC(LOCAL) Compensation and Benefits: Leaves and Absences; Payment for Accumulated Leave upon Retirement (Second Reading)
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

Motion to amend Policy DEC (LOCAL) when it comes to Payment for Accumulated Leave Upon Retirement that employees who retire under the Teacher Retirement System of Texas (TRS) or any other Retirement System also be eligible for payment. This motion, made by Trustee Roberto Haddad and seconded by Trustee Robert Carreon, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	No Vote
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 6, Nay: 0

At this time Ms. De La Garza-Lopez was out of the room, didn't vote

3. Discussion of MISD Policy DGBA (LOCAL) - Personnel Management Relations: Employee Complaints/Grievances (First Reading)
Dr. René Gutiérrez, Superintendent
For information purposes only.

C) **Business and Operations Item(s)** (Lorena Garcia)

1. Report Regarding 2026 Bond Next Steps to include the following:
a. Framework for Project Managers
b. Review of Projects for Professional Services
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
For information purposes only.

2. Report Regarding Intention to Apply for the Employment and Training Administration at United States Department of Labor (DOL) Innovative Approaches to Literacy (IAL) Program Grant on behalf of the United States Department of Education
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
For information purposes only.

3. Discussion and Possible Action on 2025-2026 Low Attendance Waiver Days
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve the submission of a low attendance day waiver to the Texas Education Agency (TEA), which will improve the District's overall attendance percentage and increase the District's funding. This motion, made by Trustee Sofia Peña and seconded by Trustee Aaron Rivera, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

4. Discussion and Possible Action on the Optional Flexible School Day Program Application for the 2026-2027 School Year
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve the Optional Flexible School Day Program Application for the 2026-2027 School Year. This motion, made by Trustee Sofia Peña and seconded by Trustee Aaron Rivera, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea

Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

5. Discussion and Possible Action on Request for Offers No. 2026-1036 Sale of Used Technology Equipment

Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Dr. René Gutiérrez, Superintendent

Motion to approve the offers received for Request for Offers (RFO) No. 2026-1036, Sale of Used Technology Equipment; and. This motion, made by Trustee Roberto Haddad and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

Motion to authorize Administration to begin negotiations with the highest offeror. If the District is unable to negotiate a satisfactory agreement, the District shall formally and in writing terminate negotiations with that offeror and proceed to negotiate with the next highest offeror in the order of selection until an agreement is reached or all offers are rejected. This motion, made by Trustee Roberto Haddad and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

Request for Offers
2026-1036 Sale of Used Technology Equipment
Tabulation

				Highest offer		4		2		1		3	
						efurb (IB Tech LLC)		Cornerstone Technologies, Inc.		Imaan International Inc.		LimitlessUSA	
						Total Price	$39,698.70	Total Price	$140,250.00	Total Price	$232,240.00	Total Price	$67,340.00
Line #	Description	QTY	UOM			Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	OFFER	1	EA			$39,698.70	$39,698.70	$140,250.00	$140,250.00	$232,240.00	$232,240.00	$67,340.00	$67,340.00

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

1. Discussion and Possible Action on Approval of Board of Education Meeting Minutes

Motion to approve Board of Education meeting minutes as listed. This motion, made by Trustee Sofia Peña and seconded by Trustee Aaron Rivera, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea

Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

8. **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:**

Meeting recessed to closed session at 7:09 pm.

A) Discussion of Human Resources Recommendation(s) for School Year 2025-2026

B) Discussion of Human Resources Recommendation(s) for School Year 2026-2027

C) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2025-2026

D) Discussion of Recommendation for the Executive Director of Technology Department for the 2025-2026 School Year

E) Discussion Regarding School Safety and Security

F) Pending and/or Potential Litigation

G) Possible Real Estate Acquisition

9. **RECONVENE IN OPEN SESSION**

Meeting reconvened at 8:16 pm. At this time Trustee Roberto Haddad left the meeting.

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

A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2025-2026

Motion to approve Human Resources Recommendation(s) for School Year 2025-2026. This motion, made by Trustee Robert Carreon and seconded by Trustee Aaron Rivera, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Absent
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 6, Nay: 0, Absent - 1

B) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2026-2027

Motion to approve Human Resources Recommendation(s) for School Year 2026-2027. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Absent
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 6, Nay: 0, Absent -1

C) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2025-2026

For information purposes only.

D) Discussion and Possible Action on the Recommendation of the Executive Director of Technology Department for the 2025-2026 School Year

Motion to approve Domingo Ramos as the Executive Director of Technology. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Absent
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 6, Nay: 0, Absent - 1

E) Discussion Regarding School Safety and Security

F) Pending and/or Potential Litigation

G) Possible Real Estate Acquisition

11. **SCHEDULED MEETINGS**

A. School Safety and Security Committee Meeting - June 9, 2026 - 12:00 pm - Administration Building/Dr. Ricardo Chapa Board Room

B. Regular Board Meeting - June 9, 2026 - 5:30 pm - Administration Building/Dr. Ricardo Chapa Board Room

C. Board Workshop - Budget #6 - June 16, 2026 - 5:30 pm - Administration Building/Dr. Ricardo Chapa Board Room

D. Regular Board Meeting - June 23, 2026 - 5:30 pm - Administration Building/Dr. Ricardo Chapa Board Room

12. **ADJOURNMENT**

Motion to adjourn meeting at 8:19 pm. This motion, made by Trustee Sofia Peña and seconded by Trustee Aaron Rivera, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Absent
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 6, Nay: 0, Absent - 1

Board President

Board Secretary

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Human Resources Recommendation(s) for School Year 2025-2026

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen Independent School District utilizes a comprehensive hiring system that screens, evaluates and recommends the "best" candidates with the skill sets to maximize student learning. All recommended candidates meet compliance with State Law requirements, that is to increase the academic achievement of all students by helping campuses and district improve teacher quality.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Considerations are made in accordance with Board Policy DC (LEGAL) and District Staffing Guidelines. Individual(s) to be identified under separate cover.

LEGAL REVIEW:

Not Applicable.

BUDGETARY CONSIDERATIONS:

Provided with individuals identified under separate cover.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve Human Resources Recommendation(s) for School Year 2025-2026.

Attachment: ☐

SUBMITTED BY: Alberto Canales (May 30, 2026 12:02:14 CDT)

SUPERVISOR: Lorena Garcia (Jun 1, 2026 08:27:26 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 1, 2026 08:32:24 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on Human Resources Recommendation(s) for School Year 2026-2027

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen Independent School District utilizes a comprehensive hiring system that screens, evaluates and recommends the "best" candidates with the skill sets to maximize student learning. All recommended candidates meet compliance with State Law requirements, that is to increase the academic achievement of all students by helping campuses and district improve teacher quality.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Considerations are made in accordance with Board Policy DC (LEGAL) and District Staffing Guidelines. Individual(s) to be identified under separate cover.

LEGAL REVIEW:

Not Applicable.

BUDGETARY CONSIDERATIONS:

Provided with individuals identified under separate cover.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve Human Resources Recommendation(s) for School Year 2026-2027.

Attachment: ☐

SUBMITTED BY: Alberto Canales (May 29, 2026 09:32:09 CDT)

SUPERVISOR: Lorena Garcia (May 29, 2026 10:57:55 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (May 29, 2026 11:05:52 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2025-2026

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Employees desiring to voluntarily separate from the school district for reasons such as retirement, relocation or other such reasons provide written notice to their immediate supervisor and the Human Resources Department. All resignations include current position, work site and date resignation is to be effective.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Human Resources Department shall notify all appropriate personnel of the resignation, including the Payroll Department. All vacant positions will be closely reviewed by corresponding department administration, along with aligning to staffing guidelines and addressing staffing needs in determining position status.

LEGAL REVIEW:

Not Applicable

BUDGETARY CONSIDERATIONS:

Not Applicable

RECOMMENDED BOARD ACTION:

This item is for information only. No Board action required.

Attachment: ☐

SUBMITTED BY: Alberto Canales (May 29, 2026 09:28:03 CDT)

SUPERVISOR: Lorena Garcia (May 29, 2026 09:29:01 CDT)

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: alberto.canales@mcallenisd.net

Approved for presentation to the Board of Education:

RENE GUTIERREZ (May 29, 2026 10:06:59 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action on the Recommendation of the Director of Employee Benefits & Safety/ Risk Management for the 2025-2026 School Year.

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The position of Director of Employee Benefits & Safety/Risk Management is a vacancy for the 2025-2026 school year.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The director pool vacancy was posted on December 17, 2025 and interviews were conducted on June 8, 2026. The interview committee made their recommendation to the Superintendent. Recommendation will be presented under separate cover.

LEGAL REVIEW:

Not Applicable

BUDGETARY CONSIDERATIONS:

This is a budgeted position.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the Superintendent's recommendation for the Director of Employee Benefits & Safety/Risk Management for the 2025-2026 School Year.

Attachment: ☐

SUBMITTED BY: Alberto Canales
Alberto Canales (May 29, 2026 10:27:47 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (May 29, 2026 10:56:32 CDT)

For further information contact:
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Approved for presentation to the Board of Education:

RENE GUTIERREZ (May 29, 2026 11:07:37 CDT)

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 23, 2026

SUBJECT: Discussion and Possible Action of Recommendation for Principal at Dr. Pablo Perez Elementary for 2026-2027

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The position of Principal at Dr. Pablo Perez Elementary is a vacancy for the 2026-2027 school year.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The elementary principal pool vacancy was posted on May 30, 2026 and interviews were conducted on June 17, 2026. The interview committee made their recommendation to the Superintendent. Recommendation will be presented under separate cover.

LEGAL REVIEW:

Not Applicable

BUDGETARY CONSIDERATIONS:

This is a budgeted position.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the Superintendent's recommendation for the Principal at Dr. Pablo Perez Elementary for 2026-2027.

Attachment: ☐

SUBMITTED BY: Alberto Canales
Alberto Canales (Jun 15, 2026 17:16:47 CDT)

SUPERVISOR: Lorena Garcia
Lorena Garcia (Jun 16, 2026 11:58:29 CDT)

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Approved for presentation to the Board of Education:

RENE GUTIERREZ (Jun 16, 2026 12:08:19 CDT)

Superintendent of Schools