Agenda of Regular Meeting

The Board of Trustees
McAllen Independent School District

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, June 12, 2023, beginning at 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501.

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

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

1. **CALL MEETING TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**
5. **PUBLIC HEARING TO DISCUSS 2023-2024 BUDGET AND PROPOSED 2023 TAX RATE** **7**

   Presenter: Dr. J. A. Gonzalez, Superintendent
6. **SUPERINTENDENT'S REPORT(S)** - Graduation Highlights 2023

   Presenter: Dr. J. A. Gonzalez, Superintendent
7. **RECOGNITION(S)**
8. **PROCLAMATION(S)**
9. **DONATION(S)**
10. **CONSENT AGENDA ITEMS**
11. **INSTRUCTIONAL SERVICES, INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, DISTRICT OPERATIONS, BUSINESS OPERATIONS, AND BOARD OF TRUSTEES ITEMS**

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

    1. Discussion and Possible Action on Request for Proposal No. 2021-1000R Library Books, eBooks, Textbooks, Audiovisual Materials, 21

and Instructional Reading Materials Discount-from-List (Round 23)
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

2. Discussion and Possible Action on Request for Proposal No. 2021-1005 Professional Development, Site Licenses, Supplemental Materials, and Other Related Products and Services (Round 25) — 23
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

3. Discussion and Possible Action on Request for Proposal No. 2022-1038 Special Education Equipment, Supplies, Services, and Related Products (Round 13) — 25
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

4. Discussion and Possible Action on the Second Amendment to Memorandum of Understanding 2022-093 R. Barrera Group, LLC dba New Horizons Learning Academy — 27
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

5. Discussion and Possible Action on the Third Amendment to the Amended and Restated Memorandum of Understanding 2020-275 Tony's Playhouse Discovery Center, LLC — 37
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

6. Discussion and Possible Action on Third Amendment to the Amended and Restated Memorandum of Understanding 2020-278 Rhema's Learning Center, LLC — 47
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

7. Discussion and Possible Action on Third Amendment to the Amended and Restated Memorandum of Understanding 2020-273 ABC University Educare — 64
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

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

1. Report Regarding the 2022-2023 McAllen Independent School District Professional Employee Opinion Survey — 74
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

2. Discussion and Possible Action of Update to Board Policy DEC (LOCAL) - Compensation and Benefits, Leaves and Absences (Second Reading) 91
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

3. Discussion and Possible Action on Request for Proposal No. 2024-1002 Student Accident Insurance and Student Accident Voluntary Insurance 92
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

4. Discussion and Possible Action of Compensation Plan for School Year 2023-2024 Item Submitted: Todd Miller, Assistant Superintendent for Human Resources 96

Presenter: Dr. J. A. Gonzalez, Superintendent

5. Discussion and Possible Action on Memorandum of Understanding No. 2024-029 Juvenile Justice Alternative Education Program with Hidalgo County Juvenile Board 97
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

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

1. Discussion and Possible Action on Competitive Sealed Proposal No. 2023-1050 Paving Improvements for McAllen High School Service Drive and Woodrow Wilson Elementary School 116
Item Submitted: Alejandra Gonzalez, Assistant Superintendent for District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

2. Discussion and Possible Action of the 2022-2023 Ratification of the Waivers Approved by the Superintendent 264
Item Submitted: Alejandra Gonzalez, Assistant Superintendent for District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

3. Discussion and Possible Action on Third Amendment to Contract No. 2022-194 Park Place Recreation Designs, Inc. 265
Item Submitted: Alejandra Gonzalez, Assistant Superintendent for District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

4. Discussion and Possible Action on Request for Proposal No. 2022-1031 Athletic Equipment, Supplies, Reconditioning Services, and Related Products (Round 11) 338
Item Submitted: Brian McClenny, Director of Athletic Department

Presenter: Dr. J. A. Gonzalez, Superintendent

D) **Business Operations Item(s)** (AdeβFelix)

1. Report Regarding Interlocal Cooperative Agreement No. 2020-002 Texas Association of School Board (TASB) Purchasing Cooperative Buyboard 340
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

2. Report Regarding Interlocal Cooperative Agreement No. 2020-003 State of Texas Cooperative Purchasing Program 341
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

3. Report Regarding Interlocal Cooperative Agreement No. 2020-001 OMNIA Partners 342
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

4. Report Regarding Interlocal Cooperative Agreement No. 2020-004 The Interlocal Purchasing System (TIPS) 343
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

5. Report Regarding Intent to Apply for FY 2024-2025 Stronger Connections Grant Program 344
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

6. Discussion and Possible Action of the McAllen Independent School District June Budget Amendment for Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023 349
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

7. Discussion and Possible Action of the Adoption of the McAllen Independent School District Budget for Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024 358
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

8. Discussion and Possible Action on Request for Proposal No. 2021-1012 Trophies, T-shirt, Awards, Incentives, and Related Products and Services (Round 19) 600
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

9. Discussion and Possible Action of Continuation of Interlocal Cooperation Agreement No. 2017-095 Hidalgo County Tax 602

Assessment and Tax Collection
Item Submitted: Adel Felix, Assistant Superintendent for Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

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

1. Recognition of McAllen ISD Board of Trustees Appointed as President of the Region One School Board Association
2. Approval of Board of Education Meeting Minutes 604
   a) Board Workshop - May 8, 2023 4:00 P.M.
   b) Regular Board Meeting - May 8, 2023
   c) Board Workshop - May 15, 2023
   d) Special Board Meeting - May 17, 2023
   e) Regular Board Meeting - May 22, 2023
   f) School Safety and Security Committee Meeting - June 1, 2023
3. Discussion and Possible Action for Board of Trustees to Serve as McAllen Education Foundation Board of Directors Member 605

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

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

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2022-2023

C) Discussion of Recommendation for the Principal at Alonzo De Leon Middle School

D) Discussion Regarding School Safety and Security

E) Pending and/or Potential Litigation

1. Discussion on Settlement Release and Assignment Agreement 2023-215 with Western Surety Company (CNA Insurance Group) on Competitive Sealed Proposal No. 2021-127 Location 1 - Cathey Middle School and Location 2 - Jackson Elementary School Fire Alarm Upgrade(s)

F) Possible Real Estate Acquisition

13. **RECONVENE IN OPEN SESSION**

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

A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2023-2024 606
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2022-2023 608
Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

C) Discussion and Possible Action on Recommendation for the Principal at Alonzo De Leon Middle School 609
Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

D) Discussion Regarding School Safety and Security

E) Pending and/or Potential Litigation

1. Possible Action on Settlement Release and Assignment Agreement 2023-215 with Western Surety Company (CNA Insurance Group) on Competitive Sealed Proposal No. 2021-127 Location 1 - Cathey Middle School and Location 2 - Jackson Elementary School Fire Alarm Upgrade(s) 611

   Presenter: Dr. J. A. Gonzalez, Superintendent

F) Possible Real Estate Acquisition

15. **SCHEDULE OF FUTURE MEETINGS**

A) Special Board Meeting - July 31, 2023 5:30 P.M. - Dr. Ricardo Chapa Board Room/Administration Building

B) Regular Board Meeting - August 14, 2023 5:30 P.M. - Dr. Ricardo Chapa Board Room/Administration Building

C) Regular Board Meeting - August 28, 2023 5:30 P.M. - Dr. Ricardo Chapa Board Room/Administration Building

16. **ADJOURNMENT**

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

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

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on June 8, 2023 at 5:30 P.M.
Natalia Goza
on behalf of the Board of Trustees

McALLEN INDEPENDENT SCHOOL DISTRICT

Public Hearing
June 12, 2023

2023-2024 Budget and Proposed 2023 Tax Rate

Adel Felix, CPA, CFE

Assistant Superintendent for Business Operations

Board of Trustees



Sam Saldivar, Jr.
Vice President



Sofia M. Peña
Secretary



Debbie Crane Aliseda
President



Erica de la Garza- Lopez
Trustee



Elizabeth (Lizzie) Kittleman
Trustee



Lucia Regalado
Trustee



Aaron D. Rivera
Trustee

Administrative Staff

Administrative Staff



J. A. Gonzalez, Ed. D.
Superintendent



Bridgette Vieh
Associate Superintendent for Instructional Leadership



Adel Felix, CPA, CFE
Assistant Superintendent for Business Operations



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



Alejandra Gonzalez
Assistant Superintendent for District Operations



Todd Miller
Assistant Superintendent for Human Resources



Iris Luna, RTSBA
Chief Financial Officer

Vision

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

Mission

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

Public Notice

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The MCALLEN ISD will hold a public meeting at 5:00 PM, June 12, 2023 in Dr. Ricardo Chapa Board Room/ Administration building, 2000 N. 23rd St. 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	$0.9338/$100 (proposed rate for maintenance and operations)
School Debt Service Tax Approved by Local Voters	$0.0673/$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	-1.63 % decrease
Debt Service	-1.16 % decrease
Total Expenditures	-1.62 % decrease

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	$11,648,034,702	$13,808,100,732
Total appraised value* of new property**	$128,114,499	$136,618,053
Total taxable value*** of all property	$8,351,046,936	$10,985,683,859
Total taxable value*** of new property**	$119,296,862	$131,512,322

*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* $40,045,000

*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	$1.0206	$0.0758	$1.0964	$5,160	$6,114
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	$0.8952	$0.0702	$0.9654	$5,200	$5,873
Proposed Rate	$0.9338	$0.0673	$1.0011	$5,184	$6,053

*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	$193,822	$226,442
Average Taxable Value of Residences	$153,822	$186,442
Last Year's Rate Versus Proposed Rate per $100 Value	$1.0964	$1.0011
Taxes Due on Average Residence	$1,686.50	$1,866.47
Increase (Decrease) in Taxes		$179.97

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 $1.0060. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of $1.0060.

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)	$97,422,167
Interest & Sinking Fund Balance(s)	$3,010,080

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.

10

Public Notice was published June 2, 2023.

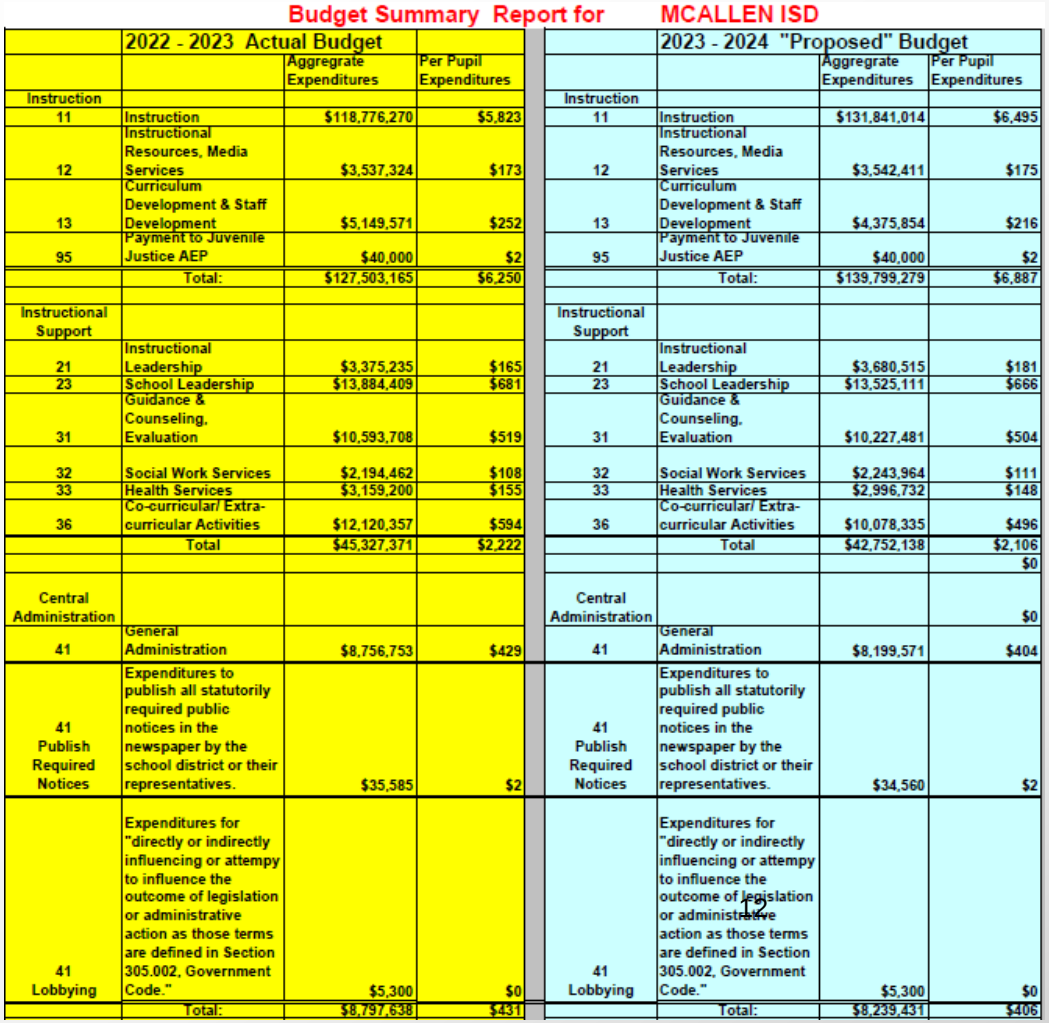
McAllen ISD Tax Rate History

	Budget Year	Tax Year	Maintenance & Operations	Interest & Sinking	Total Tax Rate
	2007-2008	2007	1.0400	0.1050	1.1450
	2008-2009	2008	1.0400	0.1050	1.1450
	2009-2010	2009	1.0400	0.1250	1.1650
	2010-2011	2010	1.0400	0.1250	1.1650
	2011-2012	2011	1.1650	0.0000	1.1650
	2012-2013	2012	1.0400	0.1250	1.1650
	2013-2014	2013	1.0400	0.1250	1.1650
	2014-2015	2014	1.0400	0.1250	1.1650
	2015-2016	2015	1.0400	0.1150	1.1550
	2016-2017	2016	1.1550	0.0000	1.1550
	2017-2018	2017	1.1550	0.0000	1.1550
	2018-2019	2018	1.1550	0.0000	1.1550
	2019-2020	2019	1.0586	0.0942	1.1528
	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
Proposed*	2023-2024	2023	0.9338	0.0673	1.0011

11

*Proposed 2023 Total Tax Rate decreased by $0.0953

Every penny generates approximately $916,716



Budget Summary Report for MCALLEN ISD

	2022 - 2023 Actual Budget				2023 - 2024 "Proposed" Budget			
		Aggregate Expenditures	Per Pupil Expenditures			Aggregate Expenditures	Per Pupil Expenditures
Instruction				Instruction			
11	Instruction	$118,776,270	$5,823	11	Instruction	$131,841,014	$6,495
12	Instructional Resources, Media Services	$3,537,324	$173	12	Instructional Resources, Media Services	$3,542,411	$175
13	Curriculum Development & Staff Development	$5,149,571	$252	13	Curriculum Development & Staff Development	$4,375,854	$216
95	Payment to Juvenile Justice AEP	$40,000	$2	95	Payment to Juvenile Justice AEP	$40,000	$2
	Total:	$127,503,165	$6,250		Total:	$139,799,279	$6,887
Instructional Support				Instructional Support			
21	Instructional Leadership	$3,375,235	$165	21	Instructional Leadership	$3,680,515	$181
23	School Leadership	$13,884,409	$681	23	School Leadership	$13,525,111	$666
31	Guidance & Counseling, Evaluation	$10,593,708	$519	31	Guidance & Counseling, Evaluation	$10,227,481	$504
32	Social Work Services	$2,194,462	$108	32	Social Work Services	$2,243,964	$111
33	Health Services	$3,159,200	$155	33	Health Services	$2,996,732	$148
36	Co-curricular/ Extra-curricular Activities	$12,120,357	$594	36	Co-curricular/ Extra-curricular Activities	$10,078,335	$496
	Total	$45,327,371	$2,222		Total	$42,752,138	$2,106
							$0
Central Administration				Central Administration			$0
41	General Administration	$8,756,753	$429	41	General Administration	$8,199,571	$404
41 Publish Required Notices	Expenditures to publish all statutorily required public notices in the newspaper by the school district or their representatives.	$35,585	$2	41 Publish Required Notices	Expenditures to publish all statutorily required public notices in the newspaper by the school district or their representatives.	$34,560	$2
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."	$5,300	$0	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."	$5,300	$0
	Total:	$8,797,638	$431		Total:	$8,239,431	$406

12

Budget Summary Report

Published on District Website.

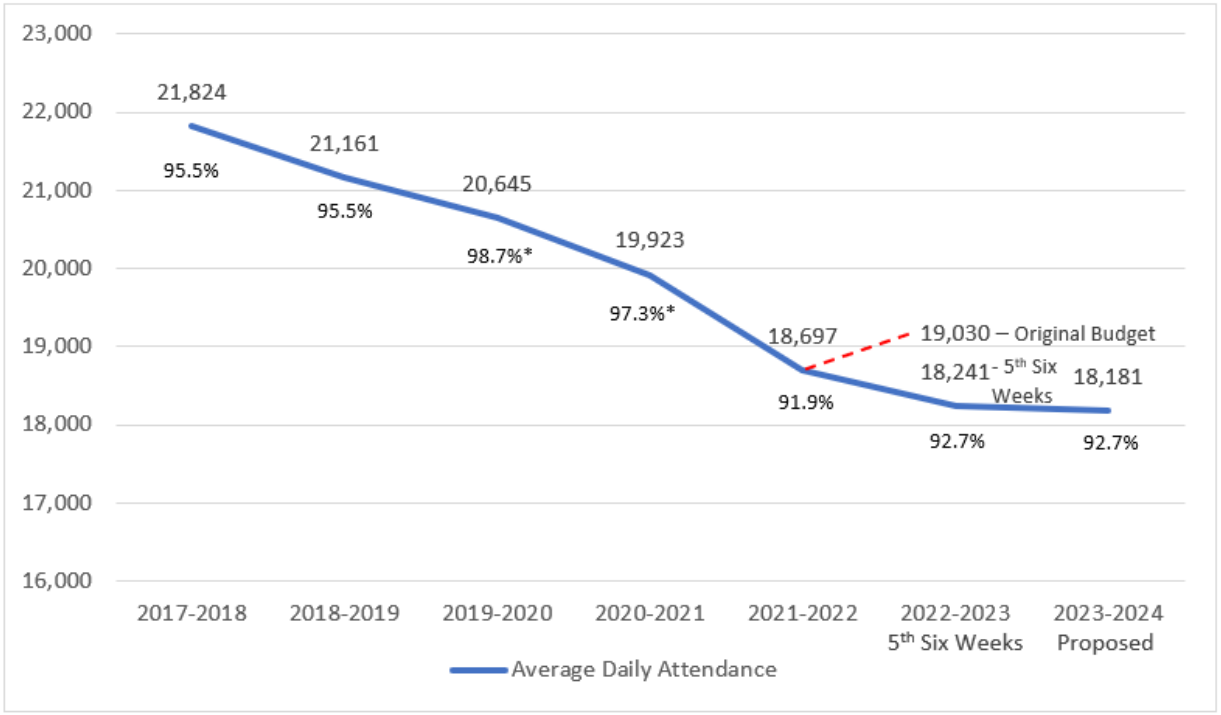
District Operations				District Operations			
51	Plant Maintenance & Operations	$23,776,442	$1,166	51	Plant Maintenance & Operations	$19,618,702	$966
52	Security and Monitoring	$8,339,434	$409	52	Security and Monitoring	$4,848,855	$239
53	Data Processing	$6,336,988	$311	53	Data Processing	$5,738,354	$283
34	Student Transportation	$6,153,113	$302	34	Student Transportation	$4,230,015	$208
35	Food Services	$23,481,636	$1,151	35	Food Services	$20,250,856	$998
	Total:	$68,087,613	$3,338		Total:	$54,686,782	$2,694
Debt Service				Debt Service			
71	Debt Service	$11,238,024	$551	71	Debt Service	$11,211,486	$552
Other				Other			
61	Community Service	$151,525	$7	61	Community Service	$112,825	$6
81	Facilities Acquisition and Construction	$69,207,434	$3,393	81	Facilities Acquisition and Construction	$27,137,617	$1,337
91	Contracted Instructional Services Between Public schools	$0	$0	91	Contracted Instructional Services Between Public schools	$0	$0
92	Incremental Cost Associated with Chapter 41 School Districts	$0	$0	92	Incremental Cost Associated with Chapter 41 School Districts	$0	$0
93	Payments to Fiscal Agents for Shared Service Arrangements	$0	$0	93	Payments to Fiscal Agents for Shared Service Arrangements	$0	$0
97	Payments to Tax Increment Funds	$0	$0	97	Payments to Tax Increment Funds	$0	$0
99	Inter-government charges not Defined in Other codes	$984,211	$48	99	Inter-government charges not Defined in Other codes	$1,048,026	$52
	Total:	$70,343,170	$3,448		Total:	$28,298,468	$1,394

13

Budget Summary Report – Cont.

Published on District Website.

Average Daily Attendance Trend

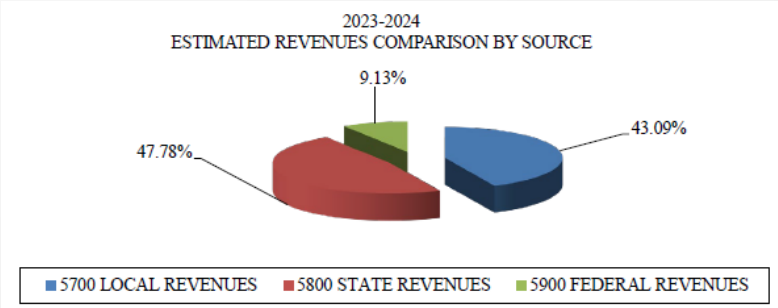


*Percentage includes COVID-19 virtual learning

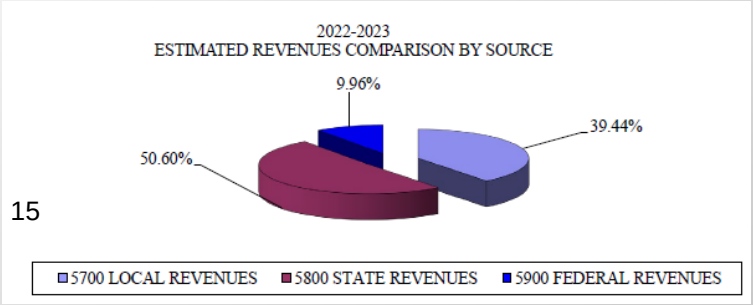
Two Year Budget Comparison of Revenues by Object Code General, Debt Service and Capital Projects Funds

Revenue Code	Description	Percent of Total	Proposed Budget 2023-2024 07/01/2023	Revenues Per ADA	Percent of Total	Original Budget 2022-2023 07/01/2022	Revenues Per ADA
5700	LOCAL REVENUES	43.09%	$ 111,698,623	$ 6,144	39.44%	$ 95,667,790	$ 5,027
5800	STATE REVENUES	47.78%	123,867,410	6,813	50.60%	122,747,887	6,450
5900	FEDERAL REVENUES	9.13%	23,679,760	1,302	9.96%	24,168,809	1,270
	Total	100.00%	$ 259,245,793	$ 14,259	100.00%	$ 242,584,486	$ 12,747
7900	OTHER RESOURCES		-	-		12,500,000	657
	FUND BALANCE CONTRIBUTIONS						
	194 ESSER II - LOCAL		20,200,958	1,111		36,882,064	1,938
	199 GENERAL FUND		4,298,502	236		-	-
	599 DEBT SERVICE FUND		-	-		-	-
	619 MISD MTN-2020		-	-		151,676	8
	620 MTN-2020		1,242,331	68		8,305,202	436
	697 UTRGV COLLEGIATE ACADEMY		-	-		-	-
	698 MISD CAPITAL PROJECTS		-	-		679,303	36
	Grand Total		$ 284,987,584	$ 15,674		$ 301,102,731	$ 15,822

Page 136



2023-2024 ADA 18,181



15

2022-2023 ADA 19,030

		Proposed Budget 2023-2024 07/01/2023	Original Budget 2022-2023 07/01/2022	Difference
GENERAL FUND				
101	FOOD SERVICE	$ 20,248,515	$ 19,375,000	$ 873,515
155	COLLEGE CAREER MILITARY READIN	872,829	935,906	(63,077)
156	EARLY EDUCATION ALLOTMENT	3,473,262	3,399,985	73,277
157	DYSLEXIA	1,160,973	1,025,517	135,456
158	SCHOOL SAFETY ALLOTMENT	186,560	188,753	(2,193)
162	CAREER TECHNICAL ED	8,160,539	7,902,349	258,190
163	ADV LEARNERS/G&T	405,903	414,119	(8,216)
164	BILINGUAL/ESL	2,484,378	2,420,039	64,339
173	SPECIAL EDUCATION	19,786,283	17,636,396	2,149,887
183	ATHLETICS	6,575,375	6,382,369	193,006
184	FINE ARTS	2,473,740	2,313,392	160,348
193	STATE COMPENSATORY	13,448,788	14,038,047	(589,259)
194	ESSER II - LOCAL	20,204,662	36,882,550	(16,677,888)
195	ADVERTISING	47,300	47,300	-
197	MAINTENANCE TAX NOTES	3,919,640	3,921,396	(1,756)
199	GENERAL FUND	162,562,506	141,048,896	21,513,610
		$ 266,011,253	$ 257,932,014	$ 8,079,239
DEBT SERVICE FUND				
599	DEBT SERVICE FUND	$ 6,734,000	$ 6,813,200	$ (79,200)
		$ 6,734,000	$ 6,813,200	$ (79,200)
CAPITAL PROJECTS FUND				
619	MISD MTN-2020	$ -	$ 151,676	$ (151,676)
620	MTN-2020	1,242,331	8,305,202	(7,062,871)
697	MISD COLLEGIATE ACADEMY	11,000,000	12,500,000	(1,500,000)
698	UTRGV CAPITAL PROJECTS	-	1,679,303	(1,679,303)
		$ 12,242,331	$ 22,636,181	$ (10,393,850)
	Sub-Total All Funds	$ 284,987,584	$ 287,381,395	$ (2,393,811)
	Other Uses 8xxx	$ -	12,500,000	(12,500,000)
	Total All Funds	$ 284,987,584	$ 299,881,395	$ (14,893,811)

16

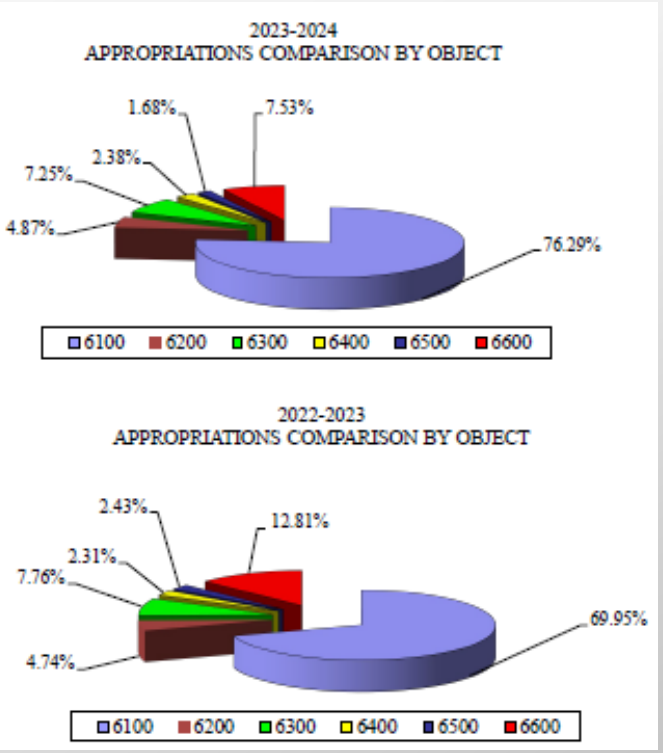
McALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations – Budget Summary General, Debt Service and Capital Projects Funds

Two Year Budget Comparison of Appropriations by Object Code
General, Debt Service and Capital Projects Funds

MCALLEN INDEPENDENT SCHOOL DISTRICT

Object Code	Description	Percent of Total	Proposed Budget 2023-2024 07/01/2023	Percent of Total	Original Budget 2022-2023 07/01/2022
GENERAL FUND					
6100	PAYROLL COSTS	76.29%	$ 202,930,239	69.95%	$ 180,423,905
6200	PROF & CONTRACTED SERVICES	4.87%	12,950,157	4.74%	12,220,930
6300	SUPPLIES & MATERIALS	7.25%	19,285,772	7.76%	20,024,736
6400	OTHER OPERATING COSTS	2.38%	6,344,495	2.31%	5,968,259
6500	DEBT SERVICE	1.68%	4,477,486	2.43%	6,265,094
6600	CAPITAL OUTLAY	7.53%	20,023,104	12.81%	33,029,090
	Total	100.00%	$ 266,011,253	100.00%	$ 257,932,014
DEBT SERVICE FUND					
	599 DEBT SERVICE FUND		6,734,000		6,813,200
CAPITAL PROJECTS FUNDS					
	619 MISD MTN-2020		-		151,676
	620 MTN-2020		1,242,331		8,305,202
	697 UTRGV COLLEGIATE ACADEMY		11,000,000		12,500,000
	698 MISD CAPITAL PROJECTS		-		1,679,303
OTHER USES 8xxx			-		12,500,000
	Grand Total		$ 284,987,584		$ 299,881,395
Payroll Costs - Percent of Total less					
	*Non-Monetary On-Behalf	*80.97%		*80.49%	
	*Fund ESSER II-LOCAL Fund Balance				



Appropriations by Function
2023-2024 Accelerated Instruction Funds

	State Compensatory Fund
11 - INSTRUCTION	$ 64,785
12 - INSTRUCTIONAL RES & MEDIA SERV	-
13 - CURR DEV & INSTRUCTIONAL DEV	8,255
23 - SCHOOL LEADERSHIP	6,255
31 - COUNSEL AND EVALUATION	-
61 - COMMUNITY SERVICES	-
Total Appropriations	$ 79,295

Page 146

2023-2024 Budget Summary
General, Debt Service and Capital Projects Funds

		General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
5700	LOCAL REVENUES	$ 94,103,224	$ 6,595,399	$ 11,000,000	$ 111,698,623
5800	STATE REVENUES	123,728,809	138,601	-	123,867,410
5900	FEDERAL REVENUES	23,679,760	-	-	23,679,760
7900	OTHER RESOURCES	-	-	-	-
FUND BALANCE CONTRIBUTIONS:					
199	GENERAL FUND	4,298,502	-	-	4,298,502
194	ESSER II - LOCAL	20,200,958	-	-	20,200,958
599	DEBT SERVICE FUND	-	-	-	-
619	MISD MTN-2020	-	-	-	-
620	MTN-2020	-	-	1,242,331	1,242,331
697	UTRGV COLLEGIATE ACADEMY	-	-	-	-
698	MISD CAPITAL PROJECTS	-	-	-	-
	Total Revenues and Fund Balance	$ 266,011,253	$ 6,734,000	$ 12,242,331	$ 284,987,584

		General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
11	INSTRUCTION	$ 131,841,014	$ -	$ -	$ 131,841,014
12	INSTRUCTIONAL RES & MEDIA SERV	3,542,411	-	-	3,542,411
13	CURR DEV & INSTRUCTIONAL DEV	4,375,854	-	-	4,375,854
21	INSTRUCTIONAL LEADERSHIP	3,680,515	-	-	3,680,515
23	SCHOOL LEADERSHIP	13,525,111	-	-	13,525,111
31	GUIDANCE COUNSELING AND EVAL	10,227,481	-	-	10,227,481
32	SOCIAL WORK SERVICES	2,243,964	-	-	2,243,964
33	HEALTH SERVICES	2,996,732	-	-	2,996,732
34	STUDENT TRANSPORTATION	4,230,015	-	-	4,230,015
35	FOOD SERVICES	20,250,856	-	-	20,250,856
36	EXTRACURRICULAR ACTIVITIES	10,078,335	-	-	10,078,335
41	GENERAL ADMINISTRATION	8,239,431	-	-	8,239,431
51	FACILITIES MAINT & OPERATIONS	19,371,239	-	247,463	19,618,702
52	SECURITY AND MONITORING SERV	4,848,855	-	-	4,848,855
53	DATA PROCESSING SERVICES	5,738,354	-	-	5,738,354
61	COMMUNITY SERVICES	112,825	-	-	112,825
71	DEBT SERVICE	4,477,486	6,734,000	-	11,211,486
81	FACILITIES ACQ & CONSTRUCTION	15,142,749	-	11,994,868	27,137,617
95	PYMTS TO JUVENILE JUSTICE	40,000	-	-	40,000
99	OTHER INTERGOVT CHARGES	1,048,026	-	-	1,048,026
8900	OTHER USES	-	-	-	-
	Total Appropriations	$ 266,011,253	$ 6,734,000	$ 12,242,331	$ 284,987,584

Public Hearing Comments

McAllen ISD thanks you for your continued support!

20

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2021-1000R Library Books, e-Books, Textbooks, Audiovisual Materials, and Instructional Reading Materials Discount-from-List (Round 23)

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District Solicited proposals for library books, e-books, textbooks, audiovisual materials, and instructional reading materials. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with 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. The Board, with some exceptions, historically awarded this RFP on a monthly basis. One hundred sixty-five (165) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Two hundred eight (208) vendors were invited to submit proposals, and nine (9) vendors responded, including seven (7) no bids and one (1) previously awarded vendor. The evaluation committee, comprised of J. Ann Vega, Director of Digital Learning and Library Services; Alexandra Molina, Executive Director of Child Nutrition and Purchasing; Elizabeth Cabrera, Coordinator for Purchasing Services; and Liz Montes, Senior Buyer, evaluated the proposals. Administration is recommending that the one (1) vendor listed on the attached list be awarded for a total of one hundred sixty-six (166) 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. 2021-1000R Library Books, e-Books, Textbooks, Audiovisual Materials, and Instructional Reading Materials Discount-from-List (Round 23), and award vendor on the attached list, for a coterminous term through June 30, 2024.

SUBMITTED BY: Jenny Ann Vega

SUPERVISOR: Rosalba De Hoyos

For further information contact:
Name: J. Ann Vega
Office: 956-972-5600
email: JennyAnn.Vega@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

RECOMMENDED VENDORS

Request for Proposal No. 2021-1000R

Library Books, e-Books, Textbooks, Audiovisual Materials
and Instructional Reading Materials Discount-from-List
(Round 23)

No.	Vendor Name	City	State	Recommendation
1	First Choice Eduational Publishing	Lafayette	CA	Recommended

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2021-1005 Professional Development, Site Licenses, Supplemental Materials, and Other Related Products and Services (Round 25)

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The District solicited proposals for professional development, site licenses, supplemental materials, and other related products and services. This Request for Proposal ("RFP") is an extended response-period, multiple award contract, solicited in accordance with 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. The Board, with some exceptions, previously awarded this RFP on a monthly basis. Two hundred ninety (290) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Seven hundred nineteen (719) vendors were invited to submit responses, and sixteen (16) vendors responded, including one (1) previously awarded, eleven (11) no bid. The evaluation committee, comprised of Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services; Alexandra Molina, Executive Director for Child Nutrition and Purchasing; Elizabeth Cabrera, Purchasing Coordinator; and Gracie Garza, Senior Buyer, evaluated the proposals. Administration is recommending that the four (4) vendors listed on the attached list, be awarded, for a total of two hundred ninety four (294) 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. 2021-1005 Professional Development, Site Licenses, Supplemental Materials, and Other Related Products and Services (Round 25) and award vendors on the attached list, for a coterminous term through June 30, 2024.

SUBMITTED BY: Alexandra Molina (Jun 6, 2023 14:30 CDT)

SUPERVISOR: Rosalba De Hoyos

For further information contact:
Name: Alexandra Molina
Office: 956-657-4480
Email: alexandra.molina@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

Request for Proposal No. 2021-1005 Professional Development, Site Licenses, Supplemental Materials, and Other Related Products and Services (Round 25)

No.	Responding Supplier	City	State	Recommendation
1	FACTS Education Solutions, LLC	Lincoln	NE	Qualified
2	Ori Learning (SpecialNeedsWare Inc)	Nutley	NJ	Qualified
3	Transformative Connections LLC	Fort Myers	FL	Qualified
4	Woodburn Press LLC	Dayton	OH	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2022-1038 Special Education Equipment, Supplies, Services, and Related Products (Round 13)

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District solicited proposals for special education equipment, supplies, services, and related products. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide, 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 Board approval. The Board, with some exceptions, historically awarded this Request for Proposal on a monthly basis. Forty (40) vendors were previously awarded through this Request for Proposal.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Four hundred forty-nine (449) vendors were invited to submit proposals, and nine (9) vendors responded, including seven (7) no bid responses, and one (1) non-responsive. The evaluation committee, comprised of Maribelle Elizondo, Executive Director of Special Education; Liza Lara, Director of Regional Day School Program for the Deaf; Alexandra Molina, Executive Director of Child Nutrition and Purchasing; Elizabeth Cabrera, Coordinator for Purchasing Services; and Sandra Pulido, Buyer evaluated the proposals. Administration is recommending the one (1) vendor listed on the attached list, be awarded on this Request for Proposal for a total of forty-one (41) 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. 2022-1038 Special Education Equipment, Supplies, Services, and Related Products (Round 13), and award vendors on the attached list, for a coterminous term through June 30, 2025.

SUBMITTED BY: Maribelle Elizondo (Jun 6, 2023 15:39 CDT)

SUPERVISOR: Rosalba De Hoyos

For further information contact:
Name: Maribelle Elizondo
Office: 956-632-3285
email: maribelle.elizondo@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

RFP 2022-1038 Special Education Equipment, Supplies, Services, and Related Products (Round 13)

No.	Responding Supplier	City	State	Recommendation
1	Ori Learning (SpecialNeedsWare Inc)	Nutley	NJ	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 13, 2022

SUBJECT: Discussion and Possible Action on Second Amendment to Memorandum of Understanding No. 2022-093 R. Barrera Group, LLC DBA New Horizons Learning Academy

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On August 9, 2021 the Board of Trustees approved the Memorandum of Understanding ("MOU") with R. Barrera Group, LLC dba New Horizons Learning Academy for a term of one (1) year with the option to renew for three (3) additional one (1) year terms. Thereafter, on March 11, 2022 renewal one (1) of three (3) was signed. Thereafter, on June 14, 2022 the Board approved the first amendment to the Memorandum of Understanding

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The McAllen Independent School District ("District") and R. Barrera Group, LLC dba New Horizons Learning Academy would like to amend this Memorandum of Understanding beginning July 1, 2023.

LEGAL REVIEW:

The Amendment has been approval by legal counsel.

BUDGETARY CONSIDERATIONS:

The teacher assigned to this daycare is paid by the District through General Funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve the Second Amendment to Memorandum of Understanding No. 2022-093 R. Barrera Group, LLC dba New Horizons Learning Academy.

SUBMITTED BY: Elizabeth Cavazos **SUPERVISOR:** Rosalba De Hoyos

For further information contact:
Name: Elizabeth Cavazos
Office: 956-687-6473
Email: elizabeth.cavazos@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

SECOND AMENDMENT TO

Memorandum of Understanding No. 2022-093 Community-Based Prekindergarten Provider (R. Barrera Group, LLC dba New Horizons Learning Academy)

This Second Amendment to Memorandum of Understanding ("MOU") No. 2022-093 effective this 1st day of July 2023 by and between McAllen Independent School District ("District") and R. Barrera Group, LLC dba New Horizons Learning Academy, a Community-Based Prekindergarten Provider ("CBPP") as follows:

WHEREAS, the District entered into MOU No. 2022-093 dated August 10, 2021;

WHEREAS, both parties agreed to renew said MOU in accordance with the renewal terms, for a term of one (1) year beginning July 1, 2022, through June 30, 2023;

WHEREAS, MISD and CBPP desire to amend the revised and restated MOU dated June 14, 2022;

WHEREAS, the District and CBPP desire to amend the MOU.

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and CBPP hereby agree to the following amendment to the MOU.

1. The second bulleted paragraph titled "General Conditions" has been deleted in the entirety and substituted with the following:
    a. CPBB shall provide and maintain during the term of the agreement liability insurance coverage requested as per Texas Administration Code 746.203, at a minimum.

EXECUTED IN DUPLICATE ORIGINALS and effective as of _____.
Date

McALLEN INDEPENDENT SCHOOL DISTRICT	R. BARRERA GROUP, LLC DBA NEW HORIZONS LEARNING ACADEMY
By: _____	By: _____
Debbie Crain Aliseda, Board President	Raisa Barrera, Administrator

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

by: Leandra C. Ortiz
Leandra C. Ortiz (Jun 8, 2023 14:25 CDT)
Leandra C. Ortiz

FIRST AMENDMENT TO

Memorandum of Understanding NO. 2022-093 R. Barrera Group, LLC dba New Horizons Learning Academy

This First Amendment to Memorandum of Understanding No. 2022-093 ("MOU") effective this 1st day of July, 2022 by and between McAllen Independent School District ("MISD") and New Horizons Learning Academy, a Community-Based Prekindergarten Provider ("CBPP") as follows:

WHEREAS, MISD entered into MOU No. 2022-093 dated August 10, 2021;

WHEREAS, both parties agreed to renew said MOU in accordance with the renewal terms, for a term of one (1) year beginning July 1, 2022 through June 30, 2023;

WHEREAS, MISD and CBPP desire to amend the MOU; and

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MISD and CBPP hereby agree to the following amendment to the MOU.

1. The paragraph titled "Program Description" has been deleted in its entirety and substituted with the following:
    a. Children that are 3 or 4 years old as of September 1 of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP**. Collaboratively, the children attending **CBPP** will receive six (6) hours of instruction daily, in cognitive development by a certified **MISD** teacher, funded by **MISD**, in each classroom, and full day services by a **MISD** teacher and a **CBPP** assistant teacher with credentials required by **CBPP** in a designed facility meeting Child Care licensing and **MISD** requirement.
2. The paragraph titled "Responsibilities" Exhibit A-3 has been deleted in its entirety and substituted with the following:
    a. Provide certified early childhood teachers to deliver six (6) hours of instruction in cognitive development daily by a certified **MISD** teacher to participating children;
3. The paragraph titled "Responsibilities" Exhibit A-6 has been deleted in its entirety and substituted with the following:
    a. Provide special education services to children who are identified in need of special services through the **MISD** Special Education Program;
4. The paragraph titled "Responsibilities" Exhibit B-1 has been deleted in its entirety and substituted with the following:
    a. Provide six (6) hours of daily instruction, in cognitive development to the **CPBB** children utilizing the State Adopted Curriculum (4-year-old), Pre-K Guidelines (4-year-old), and Three-Year-Old Early Learning Guidelines (3-year-old);
5. Except as modified herein, all terms and conditions of the MOU, as amended, remain in full force and effect. MISD and CBPP ratify and confirm the terms and provisions of the MOU as amended.

Signature page to follow.

EXECUTED IN DUPLICATE ORIGINALS and effective as of Jun 14, 2022 .
Date

McAllen Independent School District
By: _____
Tony Forina
Board of Trustees, President

R. Barrera Group, LLC dba New Horizons Learning Academy
By: Raisa Barrera (May 27, 2022 12:34 CDT)
Name: Raisa Barrera
Title: Administrator

Approved as to form:
Atlas, Hall, & Rodriguez LLP
by: Stephen L. Crain (May 25, 2022 10:51 CDT)
Stephen Crain

2022-093
MEMORANDUM OF UNDERSTANDING BETWEEN McALLEN INDEPENDENT SCHOOL DISTRICT AND R. BARRERA GROUP, LLC, DBA NEW HORIZONS LEARNING ACADEMY
2021-2022

This Memorandum of Understanding ("MOU") is by and between **R. Barrera Group, LLC dba New Horizon Learning Academy**, a Community-Based Prekindergarten Provider ("CBPP") and the McAllen Independent School District ("MISD") to provide services to age-eligible and criteria-eligible prekindergarten children as per the guidelines established by the Department of Health and Human Services (DHHS) and the Texas Education Agency (TEA).

Whereas CBPP meets component number two (2) is a Texas Rising Star program, as described in subparagraph 1 of Program Requirements herein below.

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten education providers to establish high quality early childhood programs in the community; to ensure that each party hereto assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these working relationships between MISD and the CBPP are developed, implemented, and reviewed annually to improve quality of services.

Each party hereto has received information regarding the nature and scope of the proposed working relationship and have approved and granted signatory authority to the individuals designated as authorized to bind their respective organizations. Signatory authorities are listed at the end of this MOU. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees as applicable are informed of the various aspects and elements of thisMOU.

The terms and conditions set forth in this MOU shall constitute the entire MOU between MISD and CBPP and may not be amended except by a written document signed by both entities.

Program Requirements:

This program can be provided at the childcare site as long as the following conditions are met:

1. the site meets at least one of the following high-quality components set by the Texas Education Agency: (1) is nationally accredited; or (2) is a Texas Rising Star program 3 or higher; or (3) is a Head Start provider; or (4) is a Texas School ready participant; or (5) meets the prekindergarten program requirements under TEC 29.1532
2. the site maintains a minimum of 15 students that meet prekindergarten eligibility rules and requirements set by the Texas Education Agency. The site has up to 60 days from the first day of school or from the date of this MOU to reach the minimum of 15 students.
   The CBPP and MISD agree that a fundamental requirement of this MOU obligation is to ensure the CBPP PreK classroom meets the minimum requirement of 15 eligible students. This may be accomplished by: 1.) a homogenous Pk3 or Pk4 enrollment at the center, or 2.) combined PK3 and PK4 students who are eligible to be served by MISD into one classroom for the purposes of meeting minimum requirements to continue providing a full-day teacher on-site.

Term:

The Term of this Memorandum of Understanding commences August 10, 2021 and ends on June 30, 2022 (the "Term") unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then MISD and CBPP may by mutual agreement extend the term for three (3) additional one-year terms on the same terms and conditions stated herein.

Program Description:

Children that are 3 or 4-years old as of September 1 of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP.** Collaboratively, the children attending **CBPP** will receive three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher, funded by MISD, in each classroom, and full day services by a **MISD** teacher and a **CBPP** assistant teacher with credentials required by **CBPP** in a designated facility meeting Child Care Licensing and **MISD** requirements.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred eighty-seven (187) days, during the months of August through May ("Days of Operation"). The daily operations will be from 7:45 am to 4:15 pm. (Note: District Calendar will be developed and approved by both entities).

Center Sites:

The name and address of the **CBPP** site that will be serviced by **MISD** is:

R. Barrera Group, LLC dba New Horizon Learning Academy
Raisa Barrera
5253 N. 23rd St.
McAllen, TX 78504

Responsibilities:

A. **MISD** will:

- **Provide** appropriate educational and supportive services to ensure children and families are school ready per guidelines set by the Texas Education Agency (TEA);
- Assign a **MISD** principal, and/or program specialist, to the **CBPP** to provide supervision, oversight, support and evaluation of the **MISD** teachers;
- Provide certified early childhood teachers to deliver three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher to participating children;
- Implement MISD's state adopted curriculum;
- Supplement health services, educational services, parental training and other

services as required by the children and their families;

- Assign special education teachers to provide services to children who are identified in need of special services through the **MISD** Special Education Program;
- Provide instructional technology and resources that are essential to implement a high quality comprehensive early childhood education program. Any instructional technology and/or resources that are provided for use at the CBPP for PreK classrooms shall remain the sole property of MISD. Such MISD provided instructional technology and resources may not be altered, used for purposes other than those for which they are intended, or removed. This includes, but is not limited to monitors, computers, iPads, and hotspot devices;
- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services provided; and
- Provide an overview of the academic program with the participating Administrators.

B. The **MISD** Teacher/Staff will:

- Provide three (3) to six (6) hours of daily instruction, depending on enrollment, in cognitive development to the **CBPP** children utilizing the State Adopted Curriculum (4-year-old), Pre-K Guidelines (4-yrea-old), and Three-Year-Old Early Learning Guidelines (3-year-old);
- Attend and/or assist in delivery of collaborative Professional Development for **MISD** and **CBPP** as deemed appropriate;
- Participate with the **CBPP** staff in the student recruitment process;
- Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development;
- Attend **CBPP** meetings as deemed necessary during the school year;
- Complete and fulfill the required documentation for **MISD** and **CBPP** with the assistance of **MISD** and **CBPP**'s respective human resource departments;
- Work together with the **CBPP** teachers to provide high quality early childhood instruction and prevent a duplication of efforts;
- Inform **CBPP** when she/he is going to be absent;
- Follow established protocol with any issues or concerns which may arise;
- Follow **MISD** requirements, policies and procedures as well as the Texas Child Care Licensing Minimum Standards;
- Comply with any other responsibilities assigned by the teacher's immediate supervisor;
- Coordinate efforts with the **CBPP** staff to register the children online;
- Assigned **MISD** school teachers will travel to the **CBPP** site and provide instruction to students at such locations;

C. **CBPP** will:

- Provide classroom space in a state childcare licensed facility which meets the state guidelines and MISD's requirements, and is appropriately staffed and furnished to deliver **CBPP** services based on the qualifying standards set forth by the Texas

Education Agency (TEA), Child Care Licensing and district, local, and state and MISD requirements;

- Provide a CBPP assistant teacher with the credentials required by CBPP;
- Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services;
- Identify personnel who will attend the ARDs conducted by **MISD;**
- Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment;
- Provide assistance with daily attendance reporting and meeting attendance goals;
- Meet monthly or as needed with the designated **MISD** personnel;
- Schedule a time for the **CBPP** teacher and **MISD** teacher to plan weekly to implement a high-quality early childhood instruction and prevent a duplication of effort;
- Ensure that the classroom size meets the adult/child ratio as required by state and federal standards; and
- Coordinate with MISD staff to transition children to the public schools at the end of each school year.

D. Collaboratively **MISD** and **CBPP** will:

- Implement an early childhood program utilizing best early childhood practices;
- Coordinate and partner to plan for instruction, and share resources to meet the needs of eligible four-year- old (Pre-K children) and three- year-old children;
- Schedule a weekly planning time for lesson planning and preparation;
- Share information on upcoming workshops and conferences on Early Childhood Education;
- Review program operations to avoid duplication of efforts;
- Meet on a regular basis to discuss the progress of the program;
- Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **CBPP** requirements;
- Analyze and share data for program planning and improvement;
- Work together to meet attendance goals;
- Inform all stakeholders of the working relationship of the parties hereto and this Memorandum of Understanding (MOU);
- Provide family services, parent engagement activities and home visits;
- Support all events which promote the shared goals of MISD and CBPP;
- Organize and plan to sustain the program and promote a collaborative culture;

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as

agreed in this MOU. It is expressly understood and agreed that, in the execution of this Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

- Each party at their own expense, shall provide and maintain, during the term of the Agreement, General Liability insurance of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage; Automobile insurance of $1,000,000.00 combined single limit per accident for bodily injury, personal injury and property damage and statutory Worker's Compensation and Employees' Liability insurance with policy limits of $1,000.000.00 for each accident, $100,000.00 policy limit -disease, $100,000.00 each employee disease, or in the case of MISD, MISD may self-insure.
- CBPP shall furnish the MISD Certificates of Insurance evidencing such coverage and **MISD** must be named as an additional insured on the Certificate of Insurance.
- This Agreement shall be governed by and construed by the laws of the State of Texas and is performable in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **CBPP,** and may not be modified in any manner without the express written consent of all parties.
    - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
    - This Memorandum of Understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Memorandum of Understanding, with or without cause by providing 30 days' written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this MOU.

Indemnification:

To the extent allowed by law, **CBPP** will and does hereby agree to indemnify, protect, defend with counsel approved by the Board of Trustees of MISD, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively "**MISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**MISD Claims**") by any person or entity, arising out of, caused by, or resulting from **CBPP** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **CBPP**, anyone directly employed by **CBPP** or anyone for whose acts **CBPP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with

counsel approved by **CBPP** from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively **"CBPP claims")** by any person or entity, arising out of, caused by, or resulting from **MISD's** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts **MISD** may be liable. The provisions of this paragraph will not be construed to eliminate or reduce any other indemnification or right which any **CBPP** Indemnitee has by law or equity. All parties will be entitled to be representedby counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong working relationship and an open communication system at all levels which will enable both **MISD** and **CBPP** to provide the children the best services available. The date of this MOU shall be the later of the dates of the execution by the signatories shown below.

Executed effective as of 10th date of August, 2021.

McAllen Independent School District

Sam Saldivar, Jr.
By: Sam Saldivar, Jr. (Aug 9, 2021 22:22 CDT)
Sam Saldivar Jr., President, Board of Trustees

CBPP
R. Barrera Group, LLC dba New Horizon Learning Academy

By: Raise br (Aug 3, 2021 11:35 CDT)
Raisa Barrera, Owner/Director

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

Stephen L. Crain
By: Stephen L. Crain (Aug 3, 2021 08:55 CDT)
Stephen L. Crain

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action on Third Amendment to the Amended and Restated Memorandum of Understanding No. 2020-275 Tony's Playhouse Discovery Center, LLC

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On February 10, 2020 the Board of Trustees approved the Memorandum of Understanding ("MOU") with Tony's Playhouse Discovery Center, LLC for a term of one (1) year with the option to renew for three (3) additional one (1) year terms. On June 14, 2021 the Board of Trustees approved the amended and restated Memorandum of Understanding, which superseded the original Memorandum of Understanding to include program requirements as set by the Texas Education Agency. Thereafter, on March 22, 2022 renewal one (1) of three (3) was signed. Thereafter, on June 14, 2022 the Board approved the second amendment to the Memorandum of Understanding.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The McAllen Independent School District ("District") and Tony's Playhouse Discovery Center, LLC would like to amend this Memorandum of Understanding beginning July 1, 2023.

LEGAL REVIEW:

The Amendment has been approval by legal counsel.

BUDGETARY CONSIDERATIONS:

The teacher assigned to this daycare is paid by the District through General Funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve the Third Amendment to the Amended and Restated Memorandum of Understanding No. 2020-275 Tony's Playhouse Discovery Center, LLC.

SUBMITTED BY: Elizabeth Cavazos **SUPERVISOR:** Rosalba De Hoyos

For further information contact:
Name: Elizabeth Cavazos
Office: 956-687-6473
Email: elizabeth.cavazos@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

THIRD AMENDMENT TO

Memorandum of Understanding No. 2020-275 Community-Based Prekindergarten Provider (Tony's Playhouse Discovery Center, LLC)

This Second Amendment to Memorandum of Understanding ("MOU") No. 2020-275 effective this 1st day of July 2023 by and between McAllen Independent School District ("District") and Tony's Playhouse Discovery Center, LLC, a Community-Based Prekindergarten Provider ("CBPP") as follows:

WHEREAS, MISD and CBPP entered into MOU No. 2020-275 dated March 4, 2020;

WHEREAS, MISD and CBPP entered a amended and restated MOU on June 15, 2021, which superseded that MOU dated March 4, 2020;

WHEREAS, both parties agreed to renew said MOU in accordance with the renewal terms, for a term of one (1) year beginning July 1, 2022 through June 30, 2023;

WHEREAS, MISD and CBPP desire to amend the revised and restated MOU dated June 15, 2021;

WHEREAS, MISD and CBPP desire to amend the revised and restated MOU dated June 14, 2022;

WHEREAS, the District and CBPP desire to amend the MOU.

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and CBPP hereby agree to the following amendment to the MOU.

1. The second bulleted paragraph titled "General Conditions" has been deleted in the entirety and substituted with the following:
    a. CPBB shall provide and maintain during the term of the agreement liability insurance coverage requested as per Texas Administration Code 746.203, at a minimum.

EXECUTED IN DUPLICATE ORIGINALS and effective as of _____.
Date

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Debbie Crain Aliseda, Board President

TONY'S PLAYHOUSE DISCOVERY CENTER, LLC

By: _____
Evon Ibarra, Director

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

by: Leandra C. Ortiz
Leandra C. Ortiz (Jun 8, 2023 14:24 CDT)
Leandra C. Ortiz

SECOND AMENDMENT TO

Memorandum of Understanding NO. 2020-275 Tony's Playhouse Discovery Center, LLC

This Second Amendment to Memorandum of Understanding No. 2020-275 ("MOU") effective this 1st day of July, 2022 by and between McAllen Independent School District ("MISD") and Tony's Playhouse Discovery Center, LLC, a Community-Based Prekindergarten Provider ("CBPP") as follows:

WHEREAS, MISD and CBPP entered into MOU No. 2020-275 dated March 4, 2020;

WHEREAS, MISD and CBPP entered a amended and restated MOU on June 15, 2021, which superseded that MOU dated March 4, 2020;

WHEREAS, both parties agreed to renew said MOU in accordance with the renewal terms, for a term of one (1) year beginning July 1, 2022 through June 30, 2023;

WHEREAS, MISD and CBPP desire to amend the revised and restated MOU dated June 15, 2021; and

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MISD and CBPP hereby agree to the following amendment to the MOU.

1. The paragraph titled "Program Description" has been deleted in its entirety and substituted with the following:
    a. Children that are 3 or 4 years old as of September 1 of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP**. Collaboratively, the children attending **CBPP** will receive six (6) hours of instruction daily, in cognitive development by a certified **MISD** teacher, funded by **MISD**, in each classroom, and full day services by a **MISD** teacher and a **CBPP** assistant teacher with credentials required by **CBPP** in a designed facility meeting Child Care licensing and **MISD** requirement.
2. The paragraph titled "Responsibilities" Exhibit A-3 has been deleted in its entirety and substituted with the following:
    a. Provide certified early childhood teachers to deliver six (6) hours of instruction in cognitive development daily by a certified **MISD** teacher to participating children;
3. The paragraph titled "Responsibilities" Exhibit A-6 has been deleted in its entirety and substituted with the following:
    a. Provide special education services to children who are identified in need of special services through the **MISD** Special Education Program;
4. The paragraph titled "Responsibilities" Exhibit B-1 has been deleted in its entirety and substituted with the following:
    a. Provide six (6) hours of daily instruction, in cognitive development to the **CPBB** children utilizing the State Adopted Curriculum (4-year-old), Pre-K Guidelines (4-year-old), and Three-Year-Old Early Learning Guidelines (3-year-old);
5. Except as modified herein, all terms and conditions of the MOU, as amended, remain in full force and effect. MISD and CBPP ratify and confirm the terms and provisions of the MOU as amended.

Signature page to follow.

EXECUTED IN DUPLICATE ORIGINALS and effective as of Jun 14, 2022.
Date

McAllen Independent School District
By: _____
Tony Forina
Board of Trustees, President

Tony's Playhouse Discovery Center, LLC

By: Evon Ibarra
Evon Ibarra (May 27, 2022 17:26 CDT)
Name: Evon Ibarra
Title: Director

Approved as to form:
Atlas, Hall, & Rodriguez LLP
by: Stephen L. Crain
Stephen L. Crain (May 25, 2022 12:43 CDT)
Stephen Crain

2020-275
MEMORANDUM OF UNDERSTANDING BETWEEN McALLEN INDEPENDENT SCHOOL DISTRICT AND TONY'S PLAYHOUSE DISCOVERY CENTER, LLC
2021-2022

This Memorandum of Understanding ("MOU") is by and between **Tony's Playhouse Discovery Center, LLC**, a Community-Based Prekindergarten Provider ("CBPP") and the McAllen Independent School District ("MISD") to provide services to age-eligible and criteria-eligible prekindergarten children as per the guidelines established by the Department of Health and Human Services (DHHS) and the Texas Education Agency (TEA).

Whereas CBPP and MISD have executed an MOU providing for same or similar services to prekindergarten children as per guidelines established by the Department of Human Services ("DHHS") and ("TEA");

Whereas CBPP and MISD desire to amend and restate their existing MOU and have this MOU supersede and replace any existing MOU in effect between the parties hereto as of the date of execution of this MOU; and

Whereas CBPP meets component number four (4) Texas School ready participant, as described in subparagraph 1 of Program Requirements herein below.

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten education providers to establish high quality early childhood programs in the community; to ensure that each party hereto assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these working relationships between MISD and the CBPP are developed, implemented, and reviewed annually to improve quality of services.

Each party hereto has received information regarding the nature and scope of the proposed working relationship and have approved and granted signatory authority to the individuals designated as authorized to bind their respective organizations. Signatory authorities are listed at the end of this MOU. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees as applicable are informed of the various aspects and elements of this MOU.

The terms and conditions set forth in this MOU shall constitute the entire MOU between MISD and CBPP and may not be amended except by a written document signed by both entities.

Program Requirements:

This program can be provided at the childcare site as long as the following conditions are met:

1. the site meets at least one of the following high-quality components set by the Texas Education Agency: (1) is nationally accredited; or (2) is a Texas Rising Star program 3 or higher; or (3) is a Head Start provider; or (4) is a Texas School ready participant; or (5) meets the prekindergarten program requirements under TEC 29.1532
2. the site maintains a minimum of 15 students that meet prekindergarten eligibility rules and requirements set by the Texas Education Agency. The site has up to 60 days from the first day of school or from the date of this MOU to reach the minimum of 15 students.
   The CBPP and MISD agree that a fundamental requirement of this MOU obligation is to

ensure the CBPP PreK classroom meets the minimum requirement of 15 eligible students. This may be accomplished by: 1.) a homogenous Pk3 or Pk4 enrollment at the center, or 2.) combined PK3 and PK4 students who are eligible to be served by MISD into one classroom for the purposes of meeting minimum requirements to continue providing a full-day teacher on-site.

Term:

The Term of this Memorandum of Understanding commences July 1, 2021 and ends on June 30, 2022 (the "Term") unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then MISD and CBPP may by mutual agreement extend the term for three (3) additional one-year terms on the same terms and conditions stated herein.

Program Description:

Children that are 3 or 4-years old as of September 1 of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP.** Collaboratively, the children attending **CBPP** will receive three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher, funded by MISD, in each classroom, and full day services by a **MISD** teacher and a **CBPP** assistant teacher with credentials required by **CBPP** in a designated facility meeting Child Care Licensing and **MISD** requirements.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred eighty-seven (187) days, during the months of August through May ("Days of Operation"). The daily operations will be from 7:45 am to 4:15 pm. (Note: District Calendar will be developed and approved by both entities).

Center Sites:

The name and address of the **CBPP** site that will be serviced by **MISD** is:

Tony's Playhouse Discovery Center, LLC
Evon Ibarra
929 Pecan Blvd.
McAllen, TX 78501

Responsibilities:

A. **MISD** will:

- **Provide** appropriate educational and supportive services to ensure children and families are school ready per guidelines set by the Texas Education Agency (TEA);
- Assign a **MISD** principal, and/or program specialist, to the **CBPP** to provide

supervision, oversight, support and evaluation of the **MISD** teachers;

- Provide certified early childhood teachers to deliver three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher to participating children;
- Implement MISD's state adopted curriculum;
- Supplement health services, educational services, parental training and other services as required by the children and their families;
- Assign special education teachers to provide services to children who are identified in need of special services through the **MISD** Special Education Program;
- Provide instructional technology and resources that are essential to implement a high quality comprehensive early childhood education program. Any instructional technology and/or resources that are provided for use at the CBPP for PreK classrooms shall remain the sole property of MISD. Such MISD provided instructional technology and resources may not be altered, used for purposes other than those for which they are intended, or removed. This includes, but is not limited to monitors, computers, iPads, and hotspot devices;
- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services provided; and
- Provide an overview of the academic program with the participating Administrators.

B. The **MISD** Teacher/Staff will:

- Provide three (3) to six (6) hours of daily instruction, depending on enrollment, in cognitive development to the **CBPP** children utilizing the State Adopted Curriculum (4-year-old), Pre-K Guidelines (4-yrea-old), and Three-Year-Old Early Learning Guidelines (3-year-old);
- Attend and/or assist in delivery of collaborative Professional Development for **MISD** and **CBPP** as deemed appropriate;
- Participate with the **CBPP** staff in the student recruitment process;
- Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development;
- Attend **CBPP** meetings as deemed necessary during the school year;
- Complete and fulfill the required documentation for **MISD** and **CBPP** with the assistance of **MISD** and **CBPP**'s respective human resource departments;
- Work together with the **CBPP** teachers to provide high quality early childhood instruction and prevent a duplication of efforts;
- Inform **CBPP** when she/he is going to be absent;
- Follow established protocol with any issues or concerns which may arise;
- Follow **MISD** requirements, policies and procedures as well as the Texas Child Care Licensing Minimum Standards;
- Comply with any other responsibilities assigned by the teacher's immediate supervisor;
- Coordinate efforts with the **CBPP** staff to register the children online;
- Assigned **MISD** school teachers will travel to the **CBPP** site and provide

instruction to students at such locations;

C. **CBPP** will:

- Provide classroom space in a state childcare licensed facility which meets the state guidelines and MISD's requirements, and is appropriately staffed and furnished to deliver **CBPP** services based on the qualifying standards set forth by the Texas Education Agency (TEA), Child Care Licensing and district, local, and state and MISD requirements;
- Provide a CBPP assistant teacher with the credentials required by CBPP;
- Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services;
- Identify personnel who will attend the ARDs conducted by **MISD;**
- Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment;
- Provide assistance with daily attendance reporting and meeting attendance goals;
- Meet monthly or as needed with the designated **MISD** personnel;
- Schedule a time for the **CBPP** teacher and **MISD** teacher to plan weekly to implement a high-quality early childhood instruction and prevent a duplication of effort;
- Ensure that the classroom size meets the adult/child ratio as required by state and federal standards; and
- Coordinate with MISD staff to transition children to the public schools at the end of each school year.

D. Collaboratively **MISD** and **CBPP** will:

- Implement an early childhood program utilizing best early childhood practices;
- Coordinate and partner to plan for instruction, and share resources to meet the needs of eligible four-year- old (Pre-K children) and three- year-old children;
- Schedule a weekly planning time for lesson planning and preparation;
- Share information on upcoming workshops and conferences on Early Childhood Education;
- Review program operations to avoid duplication of efforts;
- Meet on a regular basis to discuss the progress of the program;
- Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **CBPP** requirements;
- Analyze and share data for program planning and improvement;
- Work together to meet attendance goals;
- Inform all stakeholders of the working relationship of the parties hereto and this Memorandum of Understanding (MOU);
- Provide family services, parent engagement activities and home visits;
- Support all events which promote the shared goals of MISD and CBPP;
- Organize and plan to sustain the program and promote a collaborative culture;

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU. It is expressly understood and agreed that, in the execution of this Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party at their own expense, shall provide and maintain, during the term of the Agreement, General Liability insurance of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage; Automobile insurance of $1,000,000.00 combined single limit per accident for bodily injury, personal injury and property damage and statutory Worker's Compensation and Employees' Liability insurance with policy limits of $1,000.000.00 for each accident, $100,000.00 policy limit -disease, $100,000.00 each employee disease, or in the case of MISD, MISD may self-insure.
- CBPP shall furnish the MISD Certificates of Insurance evidencing such coverage and **MISD** must be named as an additional insured on the Certificate of Insurance.
- This Agreement shall be governed by and construed by the laws of the State of Texas and is performable in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **CBPP,** and may not be modified in any manner without the express written consent of all parties.
    - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
    - This Memorandum of Understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Memorandum of Understanding, with or without cause by providing 30 days' written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this MOU.

Indemnification:

To the extent allowed by law, **CBPP** will and does hereby agree to indemnify, protect, defend with counsel approved by the Board of Trustees of MISD, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively "**MISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**MISD Claims**") by any person or entity, arising out of, caused by, or resulting from **CBPP** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct

of **CBPP**, anyone directly employed by **CBPP** or anyone for whose acts **CBPP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **CBPP** from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively **"CBPP claims")** by any person or entity, arising out of, caused by, or resulting from **MISD's** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts **MISD** may be liable. The provisions of this paragraph will not be construed to eliminate or reduce any other indemnification or right which any **CBPP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong working relationship and an open communication system at all levels which will enable both **MISD** and **CBPP** to provide the children the best services available. The date of this MOU shall be the later of the dates of the execution by the signatories shown below.

This MOU shall supersede and replace any previous MOU in effect between the parties as of the date hereof regarding the subject matter hereof.

Executed effective as of 15th date of June, 2021.

McAllen Independent School District

By: Sam Saldivar, Jr.
Sam Saldivar, Jr. (Jun 15, 2021 09:12 CDT)
Sam Saldivar Jr., President, Board of Trustees

CBPP
Tony's Playhouse Discovery Center, LLC

By: Evon Ibarra
Evon Ibarra (Jun 3, 2021 20:39 CDT)
Evon Ibarra, Owner/Director

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: Stephen L. Crain
Stephen L. Crain (Jun 3, 2021 13:30 CDT)
Stephen L. Crain

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action on Third Amendment to the Amended and Restated Memorandum of Understanding No. 2020-278 Rhema's Learning Center, LLC

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On September 24, 2019 the Board of Trustees approved the Memorandum of Understanding ("MOU") with Rhema's Learning Center, LLC for a term of one (1) year with the option to renew for three (3) additional one (1) year terms. On June 14, 2021 the Board of Trustees approved the amended and restated Memorandum of Understanding which superseded the original Memorandum of Understanding to include program requirements as set by the Texas Education Agency. Thereafter, on March 12, 2022 renewal one (1) of three (3) was signed. Thereafter, on June 14, 2022 the Board approved the second amendment to the Memorandum of Understanding

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The McAllen Independent School District ("District") and Rhema's Learning Center, LLC would like to amend this Memorandum of Understanding beginning July 1, 2023.

LEGAL REVIEW:

The Amendment has been approval by legal counsel.

BUDGETARY CONSIDERATIONS:

The teacher assigned to this daycare is paid by the District through General Funds.

RECOMMENDED BOARD ACTION:

Administration recomments that the Board of Trustees approve the Third Amendment to the Amended and Restated Memorandum of Understanding No. 2020-278 Rhema's Learning Center, LLC.

SUBMITTED BY: _____ **SUPERVISOR:** Rosalba De Hoyos

For further information contact:
Name: Elizabeth Cavazos
Office: 956-687-6473
Email: elizabeth.cavazos@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

THIRD AMENDMENT TO

Memorandum of Understanding No. 2020-278 Community-Based Prekindergarten Provider (Rhema's Learning Center, LLC)

This Third Amendment to Memorandum of Understanding ("MOU") No. 2020-278 effective this 1st day of July 2023 by and between McAllen Independent School District ("District") and Rhema's Learning Center, LLC, a Community-Based Prekindergarten Provider ("CBPP") as follows:

WHEREAS, MISD and CBPP entered into MOU No. 2020-278 dated September 26, 2019;

WHEREAS, MISD and CBPP entered a amended and restated MOU on June 15, 2021, which superseded that MOU dated September 26, 2019;

WHEREAS, both parties agreed to renew said MOU in accordance with the renewal terms, for a term of one (1) year beginning July 1, 2022 through June 30, 2023;

WHEREAS, MISD and CBPP desire to amend the revised and restated MOU dated June 15, 2021;

WHEREAS, MISD and CBPP desire to amend the revised and restated MOU dated June 14, 2022;

WHEREAS, the District and CBPP desire to amend the MOU.

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and CBPP hereby agree to the following amendment to the MOU.

1. The second bulleted paragraph titled "General Conditions" has been deleted in the entirety and substituted with the following:
    a. CPBB shall provide and maintain during the term of the agreement liability insurance coverage requested as per Texas Administration Code 746.203, at a minimum.

EXECUTED IN DUPLICATE ORIGINALS and effective as of _____.
Date

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Debbie Crain Aliseda, Board President

Rhema's Learning Center, LLC

By: _____
Lizeth Solar, Director

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

by: Leandra C. Ortiz
Leandra C. Ortiz (Jun 8, 2023 14:33 CDT)
Leandra C. Ortiz

SECOND AMENDMENT TO

Memorandum of Understanding NO. 2020-278 Rhema's Learning Center, LLC

This Second Amendment to Memorandum of Understanding No. 2020-278 ("MOU") effective this 1st day of July, 2022 by and between McAllen Independent School District ("MISD") and Rhema's Learning Center, LLC, a Community-Based Prekindergarten Provider ("CBPP") as follows:

WHEREAS, MISD entered into MOU No. 2020-278 dated September 26, 2019;

WHEREAS, MISD and CBPP entered a amended and restated MOU on June 15, 2021, which

superseded that MOU dated September 26, 2019;

WHEREAS, both parties agreed to renew said MOU in accordance with the renewal terms, for a term of one (1) year beginning July 1, 2022 through June 30, 2023;

WHEREAS, MISD and CBPP desire to amend the revised and restated MOU dated June 15, 2021; and

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MISD and CBPP hereby agree to the following amendment to the MOU.

1. The paragraph titled "Responsibilities" Exhibit A-6 has been deleted in its entirety and substituted with the following:
    a. Provide special education services to children who are identified in need of special services through the **MISD** Special Education Program;
2. The paragraph titled "Responsibilities" Exhibit B-1 has been deleted in its entirety and substituted with the following:
    a. Provide six (6) hours of daily instruction, in cognitive development to the **CPBB** children utilizing the State Adopted Curriculum (4-year-old), Pre-K Guidelines (4-year-old), and Three-Year-Old Early Learning Guidelines (3-year-old);
3. Except as modified herein, all terms and conditions of the MOU, as amended, remain in full force and effect. MISD and CBPP ratify and confirm the terms and provisions of the MOU as amended.

Signature page to follow.

EXECUTED IN DUPLICATE ORIGINALS and effective as of Jun 14, 2022 .
Date

McAllen Independent School District
By: _____
Tony Forina
Board of Trustees, President

Rhema's Learning Center, LLC

By: _____
Name: Lizeth Solar
Title: Director

Approved as to form:
Atlas, Hall, & Rodriguez LLP
by: _____
Stephen Crain

Alejandra Gonzalez
Director of Purchasing Services

March 9, 2022

Lizeth Solar
Rhema's Learning Center, LLC
2402 Buddy Owens Avenue
McAllen, TX 78504
rhemaslearningcenter@yahoo.com

RE: Contract 2020-278 Community Based Prekindergarten Provider (Rhema's Learning Center)

Ms. Solar,

Please accept this letter as our notice of intent to exercise the option to renew the referenced contract as allowed by the term of the Contract, for one (1) additional year, July 1, 2022 through June 30, 2023. This is renewal one (1) out of three (3) renewals.

Please indicate your preference in the appropriate checkbox, affix required signature, and return the signed document via email to krystal.mercado@mcallenisd.net no later than March 23, 2022.

If you have any questions regarding this matter, please contact Krystal Mercado, Senior Buyer at (956) 657-4484 or via e-mail at krystal.mercado@mcallenisd.net

Sincerely,

Alejandra Gonzalez
Director of Purchasing Services

☑ My company WILL renew the agreement for one (1) additional year, as indicated above. Please affix signature below.

☐ My company WILL renew the agreement for one (1) additional year WITH EXCEPTIONS as noted below. Please affix signature below.
Exceptions: _____

☐ My company WILL NOT renew the agreement for one (1) additional year, as indicated above.

Lizeth Solar (Mar 12, 2022 15:26 CST)
Authorized Signature

Lizeth Solar
Type/Print Name

Director
Title

9567892466
Phone

rhemaslearningcenter@yahoo.com
E-mail address

Mar 12, 2022
Date

2020-278
MEMORANDUM OF UNDERSTANDING BETWEEN McALLEN INDEPENDENT SCHOOL DISTRICT AND RHEMA'S LEARNING CENTER, LLC
2021-2022

This Memorandum of Understanding ("MOU") is by and between **Rhema's Learning Center, LLC**, a Community-Based Prekindergarten Provider ("CBPP") and the McAllen Independent School District ("MISD") to provide services to age-eligible and criteria-eligible prekindergarten children as per the guidelines established by the Department of Health and Human Services (DHHS) and the Texas Education Agency (TEA).

Whereas CBPP and MISD have executed an MOU providing for same or similar services to prekindergarten children as per guidelines established by the Department of Human Services ("DHHS") and ("TEA");

Whereas CBPP and MISD desire to amend and restate their existing MOU and have this MOU supersede and replace any existing MOU in effect between the parties hereto as of the date of execution of this MOU; and

Whereas CBPP meets component number two (2) Texas Rising Star program 3 or higher and component number four (4) Texas School ready participant, as described in subparagraph 1 of Program Requirements herein below.

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten education providers to establish high quality early childhood programs in the community; to ensure that each party hereto assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these working relationships between MISD and the CBPP are developed, implemented, and reviewed annually to improve quality of services.

Each party hereto has received information regarding the nature and scope of the proposed working relationship and have approved and granted signatory authority to the individuals designated as authorized to bind their respective organizations. Signatory authorities are listed at the end of this MOU. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees as applicable are informed of the various aspects and elements of this MOU.

The terms and conditions set forth in this MOU shall constitute the entire MOU between MISD and CBPP and may not be amended except by a written document signed by both entities.

Program Requirements:

This program can be provided at the childcare site as long as the following conditions are met:

1. the site meets at least one of the following high-quality components set by the Texas Education Agency: (1) is nationally accredited; or (2) is a Texas Rising Star program 3 or higher; or (3) is a Head Start provider; or (4) is a Texas School ready participant; or (5) meets the prekindergarten program requirements under TEC 29.1532
2. the site maintains a minimum of 15 students that meet prekindergarten eligibility rules and requirements set by the Texas Education Agency. The site has up to 60 days from the first day of school or from the date of this MOU to reach the minimum of 15 students.

The CBPP and MISD agree that a fundamental requirement of this MOU obligation is to ensure the CBPP PreK classroom meets the minimum requirement of 15 eligible students. This may be accomplished by: 1.) a homogenous Pk3 or Pk4 enrollment at the center, or 2.) combined PK3 and PK4 students who are eligible to be served by MISD into one classroom for the purposes of meeting minimum requirements to continue providing a full-day teacher on-site.

Term:

The Term of this Memorandum of Understanding commences July 1, 2021 and ends on June 30, 2022 (the "Term") unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then MISD and CBPP may by mutual agreement extend the term for three (3) additional one-year terms on the same terms and conditions stated herein.

Program Description:

Children that are 3 or 4-years old as of September 1 of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP.** Collaboratively, the children attending **CBPP** will receive three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher, funded by MISD, in each classroom, and full day services by a **MISD** teacher and a **CBPP** assistant teacher with credentials required by **CBPP** in a designated facility meeting Child Care Licensing and **MISD** requirements.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred eighty-seven (187) days, during the months of August through May ("Days of Operation"). The daily operations will be from 7:45 am to 4:15 pm. (Note: District Calendar will be developed and approved by both entities).

Center Sites:

The name and address of the **CBPP** site that will be serviced by **MISD** is:

Rhema's Learning Center, LLC
Lizeth Acevedo
2402 Buddy Owens Avenue
McAllen, TX 78504

Responsibilities:

A. **MISD** will:

- **Provide** appropriate educational and supportive services to ensure children and families are school ready per guidelines set by the Texas Education Agency (TEA);

- Assign a **MISD** principal, and/or program specialist, to the **CBPP** to provide supervision, oversight, support and evaluation of the **MISD** teachers;
- Provide certified early childhood teachers to deliver three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher to participating children;
- Implement MISD's state adopted curriculum;
- Supplement health services, educational services, parental training and other services as required by the children and their families;
- Assign special education teachers to provide services to children who are identified in need of special services through the **MISD** Special Education Program;
- Provide instructional technology and resources that are essential to implement a high quality comprehensive early childhood education program. Any instructional technology and/or resources that are provided for use at the CBPP for PreK classrooms shall remain the sole property of MISD. Such MISD provided instructional technology and resources may not be altered, used for purposes other than those for which they are intended, or removed. This includes, but is not limited to monitors, computers, iPads, and hotspot devices;
- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services provided; and
- Provide an overview of the academic program with the participating Administrators.

B. The **MISD** Teacher/Staff will:

- Provide three (3) to six (6) hours of daily instruction, depending on enrollment, in cognitive development to the **CBPP** children utilizing the State Adopted Curriculum (4-year-old), Pre-K Guidelines (4-yrea-old), and Three-Year-Old Early Learning Guidelines (3-year-old);
- Attend and/or assist in delivery of collaborative Professional Development for **MISD** and **CBPP** as deemed appropriate;
- Participate with the **CBPP** staff in the student recruitment process;
- Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development;
- Attend **CBPP** meetings as deemed necessary during the school year;
- Complete and fulfill the required documentation for **MISD** and **CBPP** with the assistance of **MISD** and **CBPP**'s respective human resource departments;
- Work together with the **CBPP** teachers to provide high quality early childhood instruction and prevent a duplication of efforts;
- Inform **CBPP** when she/he is going to be absent;
- Follow established protocol with any issues or concerns which may arise;
- Follow **MISD** requirements, policies and procedures as well as the Texas Child Care Licensing Minimum Standards;
- Comply with any other responsibilities assigned by the teacher's immediate supervisor;
- Coordinate efforts with the **CBPP** staff to register the children online;

- Assigned **MISD** school teachers will travel to the **CBPP** site and provide instruction to students at such locations;

C. **CBPP** will:

- Provide classroom space in a state childcare licensed facility which meets the state guidelines and MISD's requirements, and is appropriately staffed and furnished to deliver **CBPP** services based on the qualifying standards set forth by the Texas Education Agency (TEA), Child Care Licensing and district, local, and state and MISD requirements;
- Provide a CBPP assistant teacher with the credentials required by CBPP;
- Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services;
- Identify personnel who will attend the ARDs conducted by **MISD;**
- Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment;
- Provide assistance with daily attendance reporting and meeting attendance goals;
- Meet monthly or as needed with the designated **MISD** personnel;
- Schedule a time for the **CBPP** teacher and **MISD** teacher to plan weekly to implement a high-quality early childhood instruction and prevent a duplication of effort;
- Ensure that the classroom size meets the adult/child ratio as required by state and federal standards; and
- Coordinate with MISD staff to transition children to the public schools at the end of each school year.

D. Collaboratively **MISD** and **CBPP** will:

- Implement an early childhood program utilizing best early childhood practices;
- Coordinate and partner to plan for instruction, and share resources to meet the needs of eligible four-year- old (Pre-K children) and three- year-old children;
- Schedule a weekly planning time for lesson planning and preparation;
- Share information on upcoming workshops and conferences on Early Childhood Education;
- Review program operations to avoid duplication of efforts;
- Meet on a regular basis to discuss the progress of the program;
- Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **CBPP** requirements;
- Analyze and share data for program planning and improvement;
- Work together to meet attendance goals;
- Inform all stakeholders of the working relationship of the parties hereto and this Memorandum of Understanding (MOU);
- Provide family services, parent engagement activities and home visits;
- Support all events which promote the shared goals of MISD and CBPP;
- Organize and plan to sustain the program and promote a collaborative culture;

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU. It is expressly understood and agreed that, in the execution of this Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party at their own expense, shall provide and maintain, during the term of the Agreement, General Liability insurance of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage; Automobile insurance of $1,000,000.00 combined single limit per accident for bodily injury, personal injury and property damage and statutory Worker's Compensation and Employees' Liability insurance with policy limits of $1,000.000.00 for each accident, $100,000.00 policy limit -disease, $100,000.00 each employee disease, or in the case of MISD, MISD may self-insure.
- CBPP shall furnish the MISD Certificates of Insurance evidencing such coverage and **MISD** must be named as an additional insured on the Certificate of Insurance.
- This Agreement shall be governed by and construed by the laws of the State of Texas and is performable in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **CBPP,** and may not be modified in any manner without the express written consent of all parties.
    - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
    - This Memorandum of Understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Memorandum of Understanding, with or without cause by providing 30 days' written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this MOU.

Indemnification:

To the extent allowed by law, **CBPP** will and does hereby agree to indemnify, protect, defend with counsel approved by the Board of Trustees of MISD, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively "**MISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**MISD Claims**") by any person or entity, arising out of, caused by, or resulting from **CBPP** performance under or breach of this MOU and

that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **CBPP**, anyone directly employed by **CBPP** or anyone for whose acts **CBPP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **CBPP** from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively **"CBPP claims")** by any person or entity, arising out of, caused by, or resulting from **MISD's** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts **MISD** may be liable. The provisions of this paragraph will not be construed to eliminate or reduce any other indemnification or right which any **CBPP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong working relationship and an open communication system at all levels which will enable both **MISD** and **CBPP** to provide the children the best services available. The date of this MOU shall be the later of the dates of the execution by the signatories shown below.

This MOU shall supersede and replace any previous MOU in effect between the parties as of the date hereof regarding the subject matter hereof.

Executed effective as of 15th date of June, 2021.

McAllen Independent School District

By: Sam Saldivar, Jr.
Sam Saldivar, Jr. (Jun 15, 2021 09:11 CDT)
Sam Saldivar Jr., President, Board of Trustees

CBPP
Rhema's Learning Center, LLC

By: [signature]
Lizeth Acevedo-Solar (Jun 3, 2021 14:56 CDT)
Lizeth Acevedo, Director

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: Stephen L. Crain
Stephen L. Crain (Jun 3, 2021 13:40 CDT)
Stephen L. Crain

MEMORANDUM OF UNDERSTANDING BETWEEN McALLEN INDEPENDENT SCHOOL DISTRICT AND RHEMA'S LEARNING CENTER, LLC
2019-2020

Purpose:

This Memorandum of Understanding is by and between Rhema's Learning Center, LLC, a Texas limited liability company ("Rhema's Learning Center") qualified as a 4-star Texas Rising Star child care provides the McAllen Independent School District ("MISD") to provide services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS), Texas School Ready (TRS) and Texas Education Agency (TEA). The purpose of the Memorandum of Understanding is to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each party hereto assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between MISD and Rhema's Learning Center, LLC are developed, implemented, and reviewed annually to improve quality of services.

Each party hereto has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individuals designated as authorized to bind their respective organizations. Signatory authorities are listed at the end of this Agreement. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees are informed of the various aspects and elements of this Agreement.

The terms and conditions set forth in this Agreement shall constitute the entire agreement between MISD and Rhema's Learning Center, LLC may not be amended except by a written document signed by both entities.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred eighty-seven (187) days, during the months of August through May ("Days of Operation"). The daily operations will be from 7:45 am to 4:15 pm.

(Note: District Calendar will be developed and approved by both entities)

Center Sites:

The name and address of the **RHEMA'S LEARNING CENTER** site that will be serviced by **MISD** is:

Rhema's Learning Center, LLC
2402 Buddy Owens Avenue
McAllen, Texas 78504

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing July 1, 2019 and ending June 30, 2020 (the "Term") unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then MISD and Rhema's Learning Center, LLC may by mutual agreement extend the term for two (2) additional one year terms on the same terms and conditions stated herein as long as the Planning Grant is in effect.

Responsibilities:

MISD will provide appropriate educational and supportive services to ensure children and families are school ready. **MISD** shall comply with and provide in a satisfactory manner as outlined in the Texas Rising Stars-4 training programs and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description

Eligible children are 3 or 4 year old's as of September 1, of the year of the term then in effect, will be dual-enrolled and served by **MISD** and **RHEMA'S LEARNING CENTER, LLC.** Collaboratively, the children attending Rhema's Learning Center, LLC will receive three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher, funded by Pre-K Planning Grant in each classroom, and full day services by a MISD teacher and a **RHEMA'S LEARNING CENTER, LLC** assistant teacher with credentials required by **RHEMA'S LEARNING CENTER, LLC** in a designated facility meeting, Child Care Licensing and **MISD** requirements.

Partnership Responsibilities

A. **MISD** will:
   a. Assign a **MISD** principal, and/or program specialist to the **RHEMA'S LEARNING CENTER, LLC** facilities to provide supervision, oversight, support and evaluation of the **MISD** teachers.
   b. Provide certified early childhood teachers to deliver Three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher to participating **RHEMA'S LEARNING CENTER, LLC** children.
   c. Coordinate efforts with **RHEMA'S LEARNING CENTER, LLC** to identify at least 10% of funded enrollment of **RHEMA'S LEARNING CENTER, LLC** children with special needs and follow the referral process for identification and provision of services.
   d. Permit TSR Day Care representatives to attend ARDs conducted by **MISD** involving **RHEMA'S LEARNING CENTER, LLC** children.
   e. Supplement health services, educational services, parental training and other services as required by the children and their families.
   f. Assign special education teachers to provide services to children who are identified in need of special services through the **MISD** Special Education Program.
   g. Provide support staff to assist with various services to the children, parents, and teachers.
   h. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
   i. Meet monthly or on a regular basis with designated personnel of **RHEMA'S LEARNING CENTER, LLC** to facilitate the instructional process and other services.
   j. Provide an overview of the collaboration with the participating Administrators.

k. Finance the **MISD** personnel and other resources.
l. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage $300,000 each Occurrence, and ii) General Aggregate $600,000. **RHEMA'S LEARNING CENTER, LLC** must be named as an additional insured.

B. The **MISD** Teacher/Staff will:
   a. Provide three (3) to six (6) hours of daily instruction, depending on enrollment, in cognitive development to the **RHEMA'S LEARNING CENTER, LLC** children utilizing the State Adopted Curriculum (4 year olds), Pre-K Guidelines (4 yr. olds), and Three-Year-Old Early Learning Guidelines (3 year olds).
   b. Attend and/or assist in delivery of collaborative Professional Development for MISD and **RHEMA'S LEARNING CENTER, LLC** as deemed appropriate.
   c. Participate with the **RHEMA'S LEARNING CENTER, LLC** staff in the recruitment process.
   d. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
   e. Attend **RHEMA'S LEARNING CENTER, LLC** collaboration meetings as deemed necessary during the school year.
   f. Complete and fulfill the required documentation for **MISD** and **RHEMA'S LEARNING CENTER, LLC** with the assistance of both Human Resource Departments.
   g. Collaborate with the **RHEMA'S LEARNING CENTER, LLC** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
   h. Teacher will inform the Center Manager and **RHEMA'S LEARNING CENTER, LLC** when she/he is going to be absent.
   i. Follow collaboration protocol with any issues/concerns which may arise.
   j. Follow **MISD** requirements, policies and procedures as well as the TSR Day Care's Performance Standards and the Texas Child Care Licensing Minimum Standards.
   k. Comply with any other responsibilities assigned by the immediate supervisor.
   l. Coordinate efforts with the **RHEMA'S LEARNING CENTER, LLC** staff to register the children online.

C. **Rhema's Learning Center, LLC** will:
   a. Provide classroom space in a state child care licensed facility which meets the state guidelines of **Texas Rising Star-4 Day Care's** and school districts requirements, is appropriately staffed and furnished to deliver **RHEMA'S LEARNING CENTER, LLC** services based on the TSR Standards, Child Care Licensing and district/state requirements.
   b. Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services.
   c. Identify personnel who will attend the ARDs conducted by **MISD**.
   d. Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment.

e. Coordinate with district staff to transition children to the public schools at the end of each school year.
f. Provide assistance with daily attendance reporting.
g. Meet monthly or as needed with the designated **MISD** personnel.
h. Schedule a time for the **RHEMA'S LEARNING CENTER, LLC** teacher and **MISD** teacher to plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
i. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
j. Finance program operations based on the **RHEMA'S LEARNING CENTER, LLC** planning Grant.

D. Collaboratively **MISD** and **RHEMA'S LEARNING CENTER, LLC** will:
a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four-year- old (Pre-K children) and three-year-old children.
c. Schedule a weekly planning time for lesson planning and preparation.
d. Share information on upcoming workshops and conferences on Early Childhood and Day Care's.
e. Review program operations to avoid duplication of efforts.
f. Meet on a regular basis to discuss the progress of the collaboration.
g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **RHEMA'S LEARNING CENTER, LLC** requirements.
h. Analyze and share data for program planning and improvement.
i. Work together to meet attendance goal.
j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
k. Provide family services, parent engagement activities and home visits.
l. Support all events which promote the partnership.
m. Organize and plan to sustain the partnership and promote a collaborative culture.

Transportation Services

Assigned **MISD** School teachers will travel to the **RHEMA'S LEARNING CENTER, LLC** site and provide instruction to students at such locations.

General Conditions

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.

- It is expressly understood and agreed that, in the execution of this Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this Agreement, insurance, without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement shall be governed by, and construed by the laws of the State of Texas and is performable in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **RHEMA'S LEARNING CENTER, LLC,** and may not be modified in any manner without the express written consent of all parties.
    - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
    - This Memorandum of Understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days' written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Payment to Rhema's Learning Center, LLC:

MISD shall within thirty (30) days following the termination of this MOU pay Rhema's Learning Center, LLC the sum of One Hundred and no one hundredths Dollars ($100.00) per student attending Rhema's Learning Center, LLC during the Term of this MOU provided however for a student so attending to be counted for such payment to Rhema's Learning Center, LLC such student must have attended Rhema's Learning Center, LLC for thirty (30) consecutive days of the Days of Operation and have achieved ninety five percent attendance for such thirty day period during the Term of this MOU.

Indemnification:

To the extent allowed by law, **RHEMA'S LEARNING CENTER, LLC** will and does hereby agree to indemnify, protect, defend with counsel approved by the Board of Trustees of MISD, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively "**MISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**MISD Claims**") by any person or entity, arising out of, caused by, or resulting from **RHEMA'S LEARNING CENTER, LLC** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **RHEMA'S LEARNING CENTER, LLC**, anyone directly employed by **RHEMA'S LEARNING**

CENTER, LLC or anyone for whose acts **RHEMA'S LEARNING CENTER, LLC** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **RHEMA'S LEARNING CENTER, LLC** from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**RHEMA'S LEARNING CENTER, LLC**") claims by any person or entity, arising out of, caused by, or resulting from **MISD's** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts the **MISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **RHEMA'S LEARNING CENTER, LLC** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **MISD** and **RHEMA'S LEARNING CENTER, LLC** to provide the children the best services available.

McAllen Independent School District

By: Marco Suarez (Sep 26, 2019)
Marco Suarez, President
McAllen ISD Board of Trustees

Sep 26, 2019
Date

RHEMA'S LEARNING CENTER, LLC

By: _____
Its: Lizeth Acevedo
Director
Rhema's Learning Center, LLC

9/26/19
Date

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: Stephen L. Crain (Sep 25, 2019)
Stephen L. Crain

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action on Third Amendment to the Amended and Restated Memorandum of Understanding No. 2020-273 ABC University Educare

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On December 9, 2019 the Board of Trustees approved the Memorandum of Understanding ("MOU") with ABC University Educare for a term of one (1) year with the option to renew for three (3) additional one (1) year terms. On June 14, 2021 the Board of Trustees approved the amended and restated Memorandum of Understanding which superseded the original Memorandum of Understanding to include program requirements as set by the Texas Education Agency. On March 11, 2022 renewal one (1) of three (3) was signed. Thereafter, on June 14, 2022 the Board approved the second amendment to the Memorandum of Understanding

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The McAllen Independent School District ("District") and ABC University Educare would like to amend this Memorandum of Understanding beginning July 1, 2023.

LEGAL REVIEW:

The Amendment has been approval by legal counsel.

BUDGETARY CONSIDERATIONS:

The teacher assigned to this daycare is paid by the District through General Funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve the Third Amendment to the Amended and Restated Memorandum of Understanding No. 2020-273 ABC University Educare

SUBMITTED BY: Elizabeth Cavazos **SUPERVISOR:** Rosalba De Hoyos

For further information contact:
Name: Elizabeth Cavazos
Office: 956-687-6473
Email: elizabeth.cavazos@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

THIRD AMENDMENT TO

Memorandum of Understanding No. 2020-273 Community-Based Prekindergarten Provider (ABC University Educare)

This Third Amendment to Memorandum of Understanding ("MOU") No. 2020-273 effective this 1st day of July 2023 by and between McAllen Independent School District ("District") and ABC University Educare, a Community-Based Prekindergarten Provider ("CBPP") as follows:

WHEREAS, MISD and CBPP entered into MOU No. 2020-273 dated March 4, 2020;

WHEREAS, MISD and CBPP entered a amended and restated MOU on June 15, 2021, which superseded that MOU dated March 4, 2020;

WHEREAS, both parties agreed to renew said MOU in accordance with the renewal terms, for a term of one (1) year beginning July 1, 2022 through June 30, 2023;

WHEREAS, MISD and CBPP desire to amend the revised and restated MOU dated June 15, 2021;

WHEREAS, MISD and CBPP desire to amend the revised and restated MOU dated June 14, 2022;

WHEREAS, the District and CBPP desire to amend the MOU.

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and CBPP hereby agree to the following amendment to the MOU.

1. The second bulleted paragraph titled "General Conditions" has been deleted in the entirety and substituted with the following:
    a. CPBB shall provide and maintain during the term of the agreement liability insurance coverage requested as per Texas Administration Code 746.203, at a minimum.

EXECUTED IN DUPLICATE ORIGINALS and effective as of _____.
Date

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Debbie Crain Aliseda, Board President

ABC University Educare

By: _____
Maria Cortes, Director/Owner

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

by: Leandra C. Ortiz
Leandra C. Ortiz (Jun 8, 2023 14:26 CDT)
Leandra C. Ortiz

SECOND AMENDMENT TO

Memorandum of Understanding NO. 2020-273 ABC University Educare

This Second Amendment to Memorandum of Understanding No. 2020-273 ("MOU") effective this 1st day of July, 2022 by and between McAllen Independent School District ("MISD") and ABC University Educare, a Community-Based Prekindergarten Provider ("CBPP") as follows:

WHEREAS, MISD and CBPP entered into MOU No. 2020-273 dated March 4, 2020;

WHEREAS, MISD and CBPP entered into a amended and restated MOU on June 15, 2021, which superseded that MOU dated March 4, 2020;

WHEREAS, both parties agreed to renew said MOU in accordance with the renewal terms, for a term of one (1) year beginning July 1, 2022 through June 30, 2023;

WHEREAS, MISD and CBPP desire to amend the revised and restated MOU dated June 15, 2021; and

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MISD and CBPP hereby agree to the following amendment to the MOU.

1. The paragraph titled "Program Description" has been deleted in its entirety and substituted with the following:
    a. Children that are 3 or 4 years old as of September 1 of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP**. Collaboratively, the children attending **CBPP** will receive six (6) hours of instruction daily, in cognitive development by a certified **MISD** teacher, funded by **MISD**, in each classroom, and full day services by a **MISD** teacher and a **CBPP** assistant teacher with credentials required by **CBPP** in a designed facility meeting Child Care licensing and **MISD** requirement.
2. The paragraph titled "Responsibilities" Exhibit A-3 has been deleted in its entirety and substituted with the following:
    a. Provide certified early childhood teachers to deliver six (6) hours of instruction in cognitive development daily by a certified **MISD** teacher to participating children;
3. The paragraph titled "Responsibilities" Exhibit A-6 has been deleted in its entirety and substituted with the following:
    a. Provide special education services to children who are identified in need of special services through the **MISD** Special Education Program;
4. The paragraph titled "Responsibilities" Exhibit B-1 has been deleted in its entirety and substituted with the following:
    a. Provide six (6) hours of daily instruction, in cognitive development to the **CPBB** children utilizing the State Adopted Curriculum (4-year-old), Pre-K Guidelines (4-year-old), and Three-Year-Old Early Learning Guidelines (3-year-old);
5. Except as modified herein, all terms and conditions of the MOU, as amended, remain in full force and effect. MISD and CBPP ratify and confirm the terms and provisions of the MOU as amended.

Signature page to follow.

EXECUTED IN DUPLICATE ORIGINALS and effective as of Jun 14, 2022 .
Date

McAllen Independent School District
By: Tony Forina (Jun 14, 2022 14:16 CDT)
Tony Forina
Board of Trustees, President

ABC University Educare

By: Maria Cortes
Maria Cortes (May 25, 2022 14:38 CDT)
Name: Maria Cortes
Title: Director/Owner

Approved as to form:
Atlas, Hall, & Rodriguez LLP
by: Stephen L. Crain
Stephen L. Crain (May 26, 2022 12:42 CDT)
Stephen Crain

2020-273
MEMORANDUM OF UNDERSTANDING BETWEEN McALLEN INDEPENDENT SCHOOL DISTRICT AND ABC UNIVERSITY EDUCARE
2021-2022

This Memorandum of Understanding ("MOU") is by and between **ABC University Educare**, a Community-Based Prekindergarten Provider ("CBPP") and the McAllen Independent School District ("MISD") to provide services to age-eligible and criteria-eligible prekindergarten children as per the guidelines established by the Department of Health and Human Services (DHHS) and the Texas Education Agency (TEA).

Whereas CBPP and MISD have executed an MOU providing for same or similar services to prekindergarten children as per guidelines established by the Department of Human Services ("DHHS") and ("TEA");

Whereas CBPP and MISD desire to amend and restate their existing MOU and have this MOU supersede and replace any existing MOU in effect between the parties hereto as of the date of execution of this MOU; and

Whereas CBPP meets component number two (2) Texas Rising Star program 3 or higher and component number four (4) Texas School ready participant, as described in subparagraph 1 of Program Requirements herein below.

The purpose of the Memorandum of Understanding is to develop and foster a cohesive working relationship with prekindergarten education providers to establish high quality early childhood programs in the community; to ensure that each party hereto assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these working relationships between MISD and the CBPP are developed, implemented, and reviewed annually to improve quality of services.

Each party hereto has received information regarding the nature and scope of the proposed working relationship and have approved and granted signatory authority to the individuals designated as authorized to bind their respective organizations. Signatory authorities are listed at the end of this MOU. Each designee shall ensure that their respective Board of Directors, Owners or Board of Trustees as applicable are informed of the various aspects and elements of thisMOU.

The terms and conditions set forth in this MOU shall constitute the entire MOU between MISD and CBPP and may not be amended except by a written document signed by both entities.

Program Requirements:

This program can be provided at the childcare site as long as the following conditions are met:

1. the site meets at least one of the following high-quality components set by the Texas Education Agency: (1) is nationally accredited; or (2) is a Texas Rising Star program 3 or higher; or (3) is a Head Start provider; or (4) is a Texas School ready participant; or (5) meets the prekindergarten program requirements under TEC 29.1532
2. the site maintains a minimum of 15 students that meet prekindergarten eligibility rules and requirements set by the Texas Education Agency. The site has up to 60 days from the first day of school or from the date of this MOU to reach the minimum of 15 students.

The CBPP and MISD agree that a fundamental requirement of this MOU obligation is to ensure the CBPP PreK classroom meets the minimum requirement of 15 eligible students. This may be accomplished by: 1.) a homogenous Pk3 or Pk4 enrollment at the center, or 2.) combined PK3 and PK4 students who are eligible to be served by MISD into one classroom for the purposes of meeting minimum requirements to continue providing a full-day teacher on-site.

Term:

The Term of this Memorandum of Understanding commences July 1, 2021 and ends on June 30, 2022 (the "Term") unless earlier terminated as herein provided. If this MOU is not terminated as herein provided, then MISD and CBPP may by mutual agreement extend the term for three (3) additional one-year terms on the same terms and conditions stated herein.

Program Description:

Children that are 3 or 4-years old as of September 1 of the year of the term then in effect, and meet the prekindergarten eligibility criteria set forth by TEA will be dual-enrolled and served by **MISD** and **CBPP.** Collaboratively, the children attending **CBPP** will receive three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher, funded by MISD, in each classroom, and full day services by a **MISD** teacher and a **CBPP** assistant teacher with credentials required by **CBPP** in a designated facility meeting Child Care Licensing and **MISD** requirements.

Days and Hours of Operation:

Days of operation shall not be less than one-hundred eighty-seven (187) days, during the months of August through May ("Days of Operation"). The daily operations will be from 7:45 am to 4:15 pm. (Note: District Calendar will be developed and approved by both entities).

Center Sites:

The name and address of the **CBPP** site that will be serviced by **MISD** is:

ABC University Educare
Maria Cortes
517 Pecan Blvd.
McAllen, TX 78501

Responsibilities:

A. **MISD** will:

- **Provide** appropriate educational and supportive services to ensure children and families are school ready per guidelines set by the Texas Education Agency (TEA);

- Assign a **MISD** principal, and/or program specialist, to the **CBPP** to provide supervision, oversight, support and evaluation of the **MISD** teachers;
- Provide certified early childhood teachers to deliver three (3) to six (6) hours of instruction, depending on enrollment, in cognitive development by a certified **MISD** teacher to participating children;
- Implement MISD's state adopted curriculum;
- Supplement health services, educational services, parental training and other services as required by the children and their families;
- Assign special education teachers to provide services to children who are identified in need of special services through the **MISD** Special Education Program;
- Provide instructional technology and resources that are essential to implement a high quality comprehensive early childhood education program. Any instructional technology and/or resources that are provided for use at the CBPP for PreK classrooms shall remain the sole property of MISD. Such MISD provided instructional technology and resources may not be altered, used for purposes other than those for which they are intended, or removed. This includes, but is not limited to monitors, computers, iPads, and hotspot devices;
- Meet monthly or on a regular basis with designated personnel of **CBPP** to facilitate the instructional process and other services provided; and
- Provide an overview of the academic program with the participating Administrators.

B. The **MISD** Teacher/Staff will:

- Provide three (3) to six (6) hours of daily instruction, depending on enrollment, in cognitive development to the **CBPP** children utilizing the State Adopted Curriculum (4-year-old), Pre-K Guidelines (4-yrea-old), and Three-Year-Old Early Learning Guidelines (3-year-old);
- Attend and/or assist in delivery of collaborative Professional Development for **MISD** and **CBPP** as deemed appropriate;
- Participate with the **CBPP** staff in the student recruitment process;
- Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development;
- Attend **CBPP** meetings as deemed necessary during the school year;
- Complete and fulfill the required documentation for **MISD** and **CBPP** with the assistance of **MISD** and **CBPP**'s respective human resource departments;
- Work together with the **CBPP** teachers to provide high quality early childhood instruction and prevent a duplication of efforts;
- Inform **CBPP** when she/he is going to be absent;
- Follow established protocol with any issues or concerns which may arise;
- Follow **MISD** requirements, policies and procedures as well as the Texas Child Care Licensing Minimum Standards;
- Comply with any other responsibilities assigned by the teacher's immediate supervisor;
- Coordinate efforts with the **CBPP** staff to register the children online;

- Assigned **MISD** school teachers will travel to the **CBPP** site and provide instruction to students at such locations;

C. **CBPP** will:

- Provide classroom space in a state childcare licensed facility which meets the state guidelines and MISD's requirements, and is appropriately staffed and furnished to deliver **CBPP** services based on the qualifying standards set forth by the Texas Education Agency (TEA), Child Care Licensing and district, local, and state and MISD requirements;
- Provide a CBPP assistant teacher with the credentials required by CBPP;
- Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services;
- Identify personnel who will attend the ARDs conducted by **MISD;**
- Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment;
- Provide assistance with daily attendance reporting and meeting attendance goals;
- Meet monthly or as needed with the designated **MISD** personnel;
- Schedule a time for the **CBPP** teacher and **MISD** teacher to plan weekly to implement a high-quality early childhood instruction and prevent a duplication of effort;
- Ensure that the classroom size meets the adult/child ratio as required by state and federal standards; and
- Coordinate with MISD staff to transition children to the public schools at the end of each school year.

D. Collaboratively **MISD** and **CBPP** will:

- Implement an early childhood program utilizing best early childhood practices;
- Coordinate and partner to plan for instruction, and share resources to meet the needs of eligible four-year- old (Pre-K children) and three- year-old children;
- Schedule a weekly planning time for lesson planning and preparation;
- Share information on upcoming workshops and conferences on Early Childhood Education;
- Review program operations to avoid duplication of efforts;
- Meet on a regular basis to discuss the progress of the program;
- Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **CBPP** requirements;
- Analyze and share data for program planning and improvement;
- Work together to meet attendance goals;
- Inform all stakeholders of the working relationship of the parties hereto and this Memorandum of Understanding (MOU);
- Provide family services, parent engagement activities and home visits;
- Support all events which promote the shared goals of MISD and CBPP;
- Organize and plan to sustain the program and promote a collaborative culture;

General Conditions:

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU. It is expressly understood and agreed that, in the execution of this Agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party at their own expense, shall provide and maintain, during the term of the Agreement, General Liability insurance of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage; Automobile insurance of $1,000,000.00 combined single limit per accident for bodily injury, personal injury and property damage and statutory Worker's Compensation and Employees' Liability insurance with policy limits of $1,000.000.00 for each accident, $100,000.00 policy limit -disease, $100,000.00 each employee disease, or in the case of MISD, MISD may self-insure.
- CBPP shall furnish the MISD Certificates of Insurance evidencing such coverage and **MISD** must be named as an additional insured on the Certificate of Insurance.
- This Agreement shall be governed by and construed by the laws of the State of Texas and is performable in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **CBPP,** and may not be modified in any manner without the express written consent of all parties.
    - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
    - This Memorandum of Understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Memorandum of Understanding, with or without cause by providing 30 days' written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this MOU.

Indemnification:

To the extent allowed by law, **CBPP** will and does hereby agree to indemnify, protect, defend with counsel approved by the Board of Trustees of MISD, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively "**MISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**MISD Claims**") by any person or entity, arising out of, caused by, or resulting from **CBPP** performance under or breach of this MOU and

that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **CBPP**, anyone directly employed by **CBPP** or anyone for whose acts **CBPP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **CBPP** from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively **"CBPP claims")** by any person or entity, arising out of, caused by, or resulting from **MISD's** performance under or breach of this MOU and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts **MISD** may be liable. The provisions of this paragraph will not be construed to eliminate or reduce any other indemnification or right which any **CBPP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong working relationship and an open communication system at all levels which will enable both **MISD** and **CBPP** to provide the children the best services available. The date of this MOU shall be the later of the dates of the execution by the signatories shown below.

This MOU shall supersede and replace any previous MOU in effect between the parties as of the date hereof regarding the subject matter hereof.

Executed effective as of 15th date of June, 2021.

McAllen Independent School District

By: Sam Saldivar, Jr.
Sam Saldivar, Jr., (Jun 15, 2021 09:11 CDT)
Sam Saldivar Jr., President, Board of Trustees

CBPP
ABC University Educare

By: Maria Cortes
Maria Cortes (Jun 3, 2021 17:09 CDT)
Maria Cortes, Owner/Director

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: Stephen L. Crain
Stephen L. Crain (Jun 3, 2021 13:28 CDT)
Stephen L. Crain

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Report Regarding 2022-2023 McAllen ISD Professional Employee Opinion Survey

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The Texas Association of School Boards (TASB) conducted a survey of professional and para-professional (instructional aides) McAllen Independent School District (MISD) employees on January 30 - March 19, 2023.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The purpose of the survey was to assess employee attitudes and level of satisfaction with their jobs and work conditions. Mr. Miller and representatives from JPCC will share more details. Survey information will be used to understand how respondents perceive specific issues and the general level of job satisfaction among employees. Most of the survey requested employees respond to statements using a Likert-type scale. Some responses were combined for purposes of analysis.

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS:
The survey project was funded with budgeted funds.

RECOMMENDED BOARD ACTION:
This item is for information only; no action is required.

SUBMITTED BY: _____ **SUPERVISOR:** Todd M Miller
Jun 6, 2023

For further information contact:
Name: Todd Miller
Office: Human Resources (956) 618-6005
eMail: todd.miller@mcallenisd.net

Approved for presentation to the Board of Education:

J. Hinojosa

Superintendent of Schools Jun 7, 2023

McALLEN
INDEPENDENT SCHOOL DISTRICT

Report Regarding 2022-2023 McAllen ISD Professional Employee Opinion Survey

June 12, 2023

CONGRATULATIONS TO OUR TOP PARTICIPATION PERCENTAGES FOR EMPLOYEE OPINION SURVEY!



Highest in the High School Level=

Achieve Early College H.S. =93% &
James "Nikki" Rowe H.S.=76%

Highest in the Middle School Level=

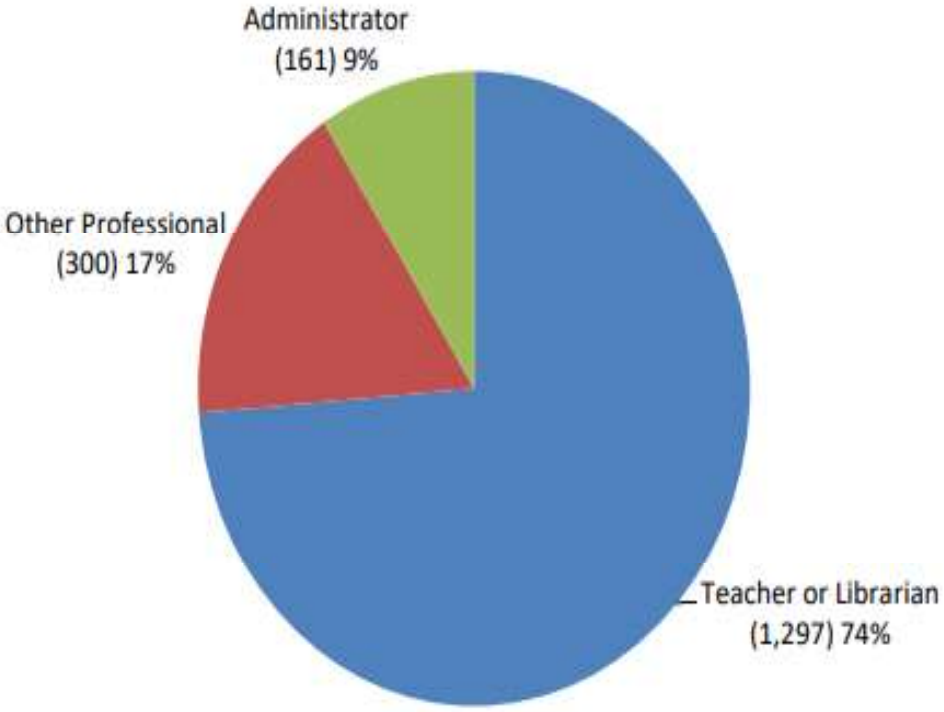
William B. Travis M.S. =93%

Highest in the Elementary School Level=

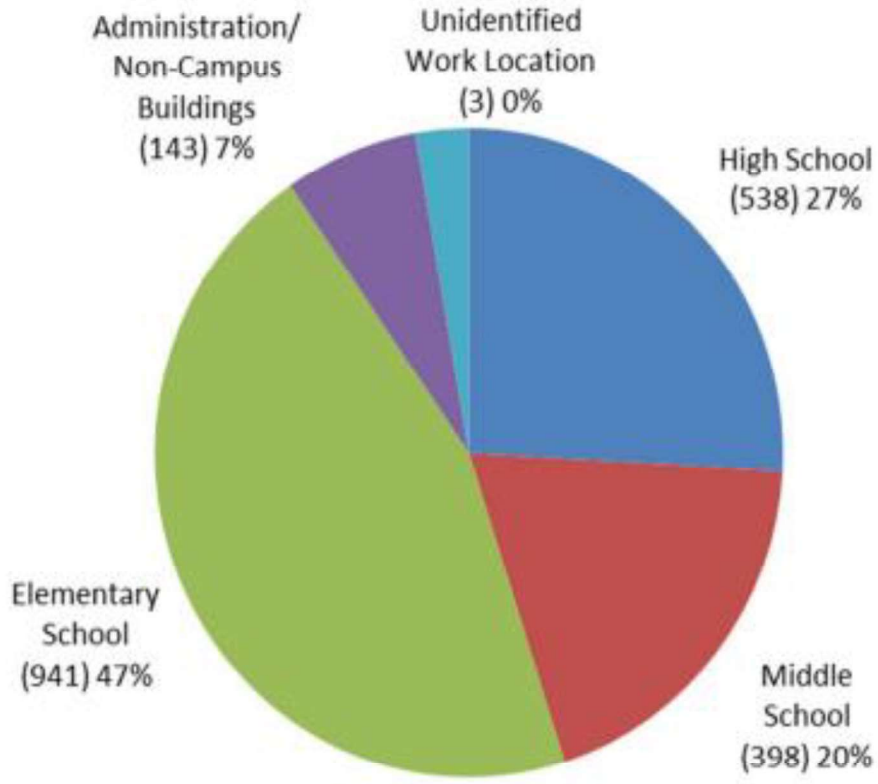
Victor Fields Elementary= 100%
Sam Rayburn Elementary= 100%



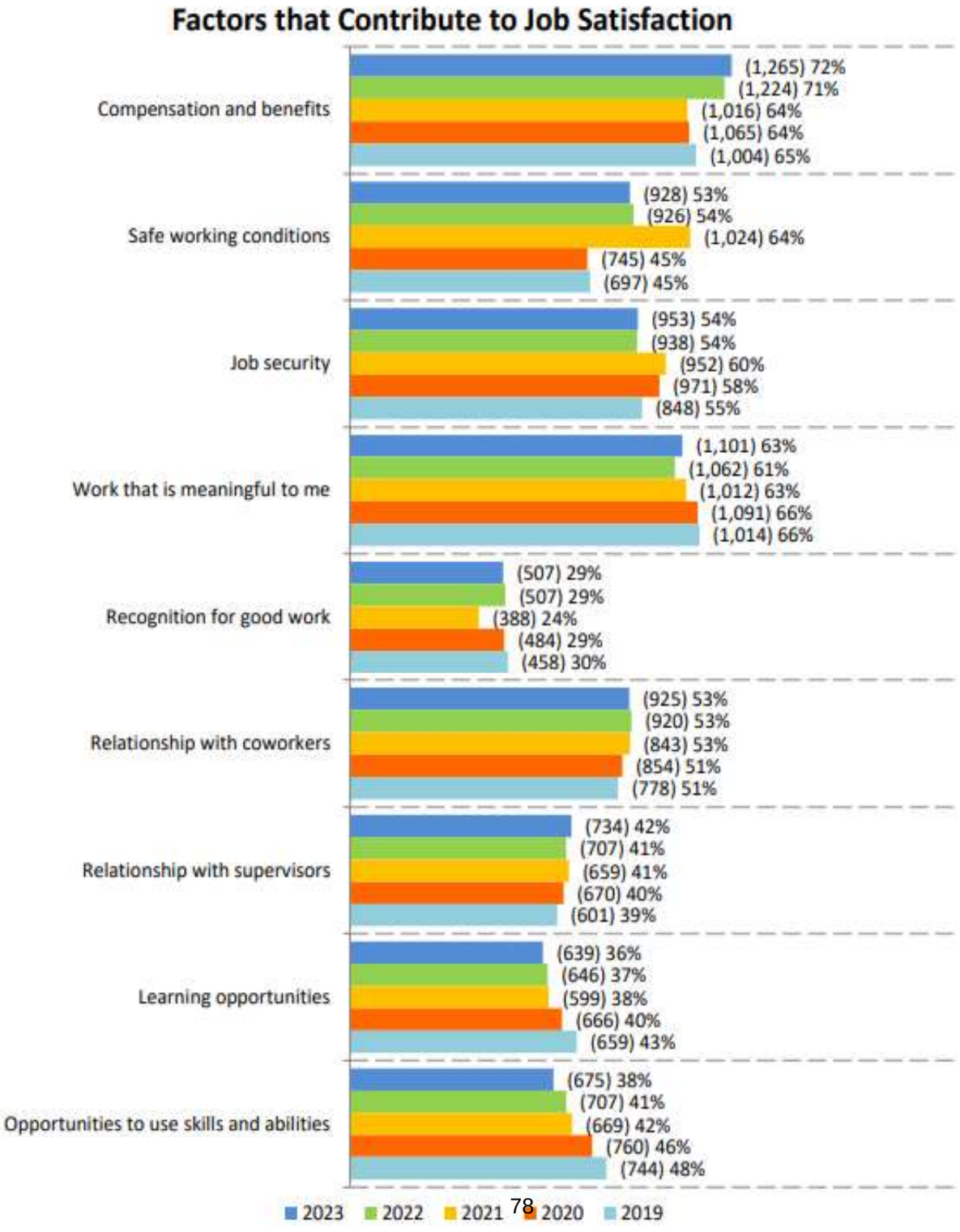
Representation by Job Type



Representation by Work Location



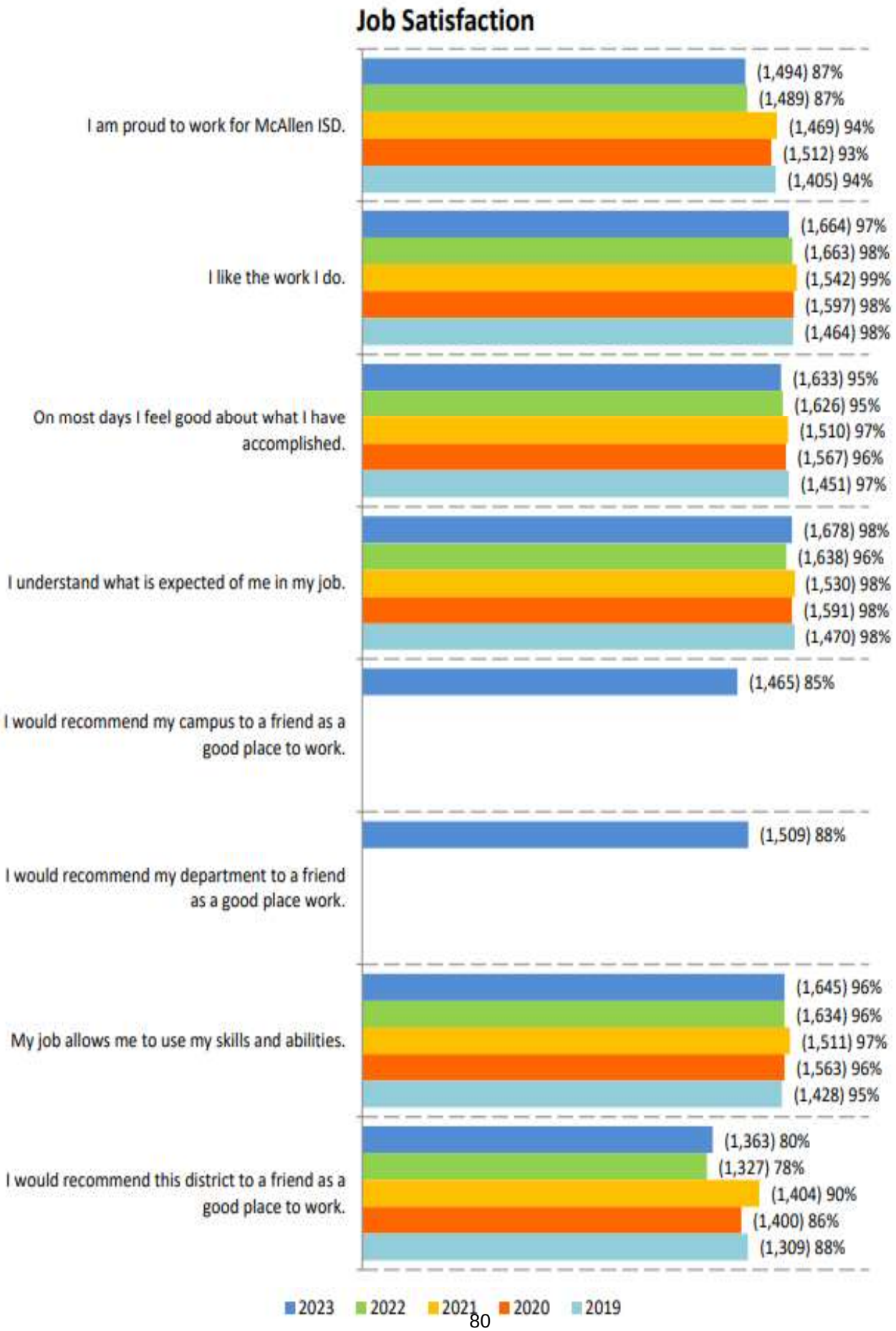
Respondents could choose up to 5 items that they valued as most important to their job satisfaction.

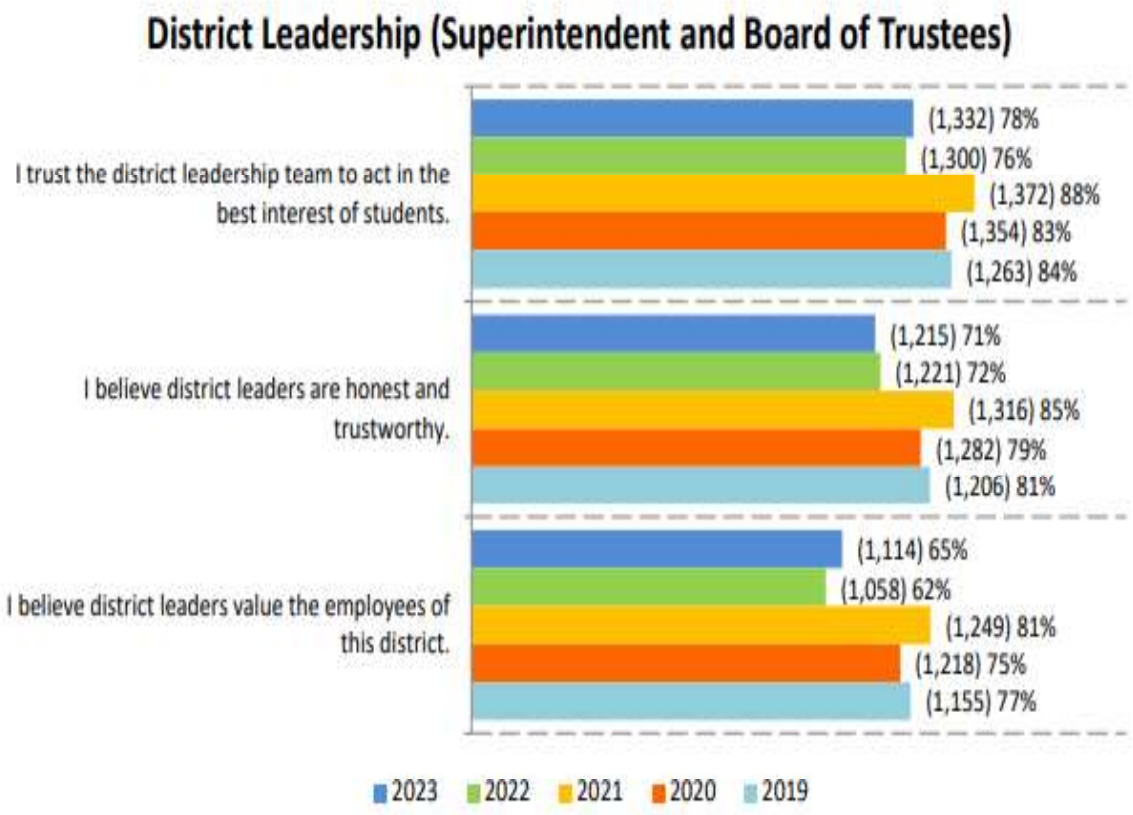


a. The remaining sections of the survey used a likert-type scale to provide respondents with a list of statements and asked for their level of agreement.

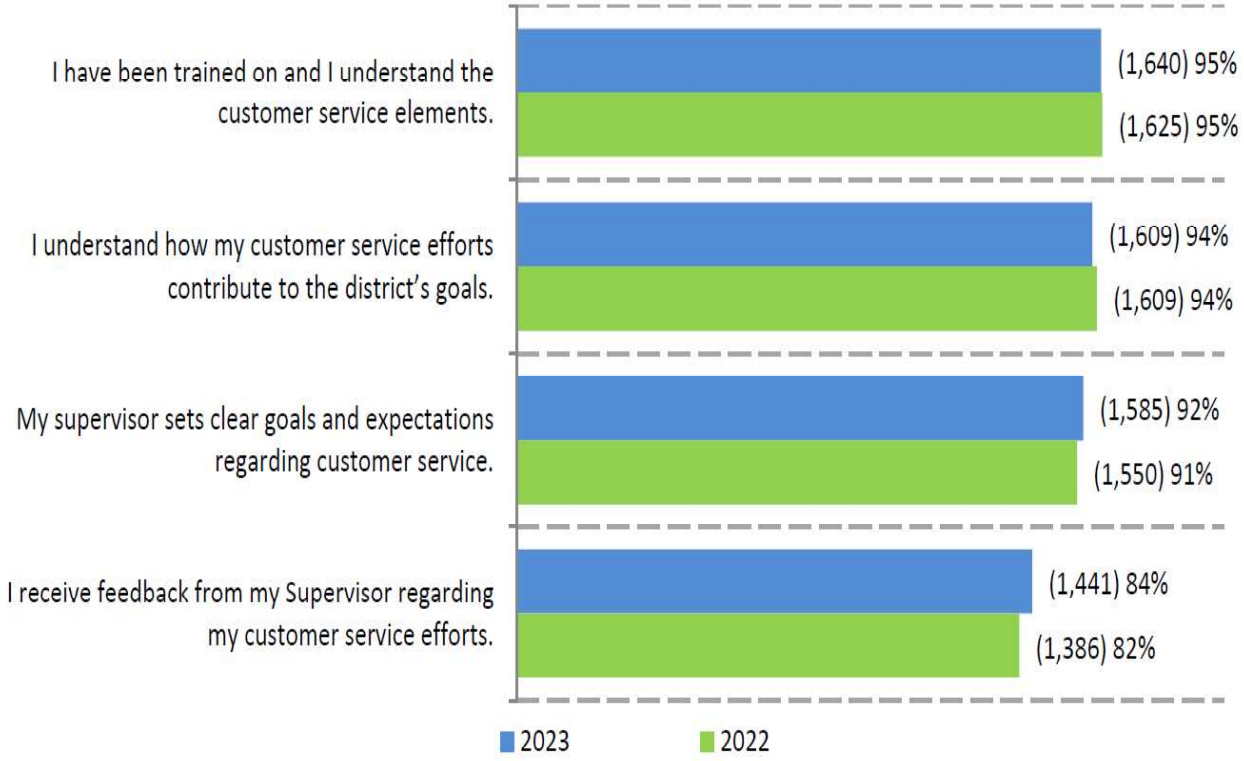
a. Response categories were:
    i. Strongly agree
    ii. Agree
    iii. Disagree
    iv. Strongly disagree
    v. No opinion or not applicable

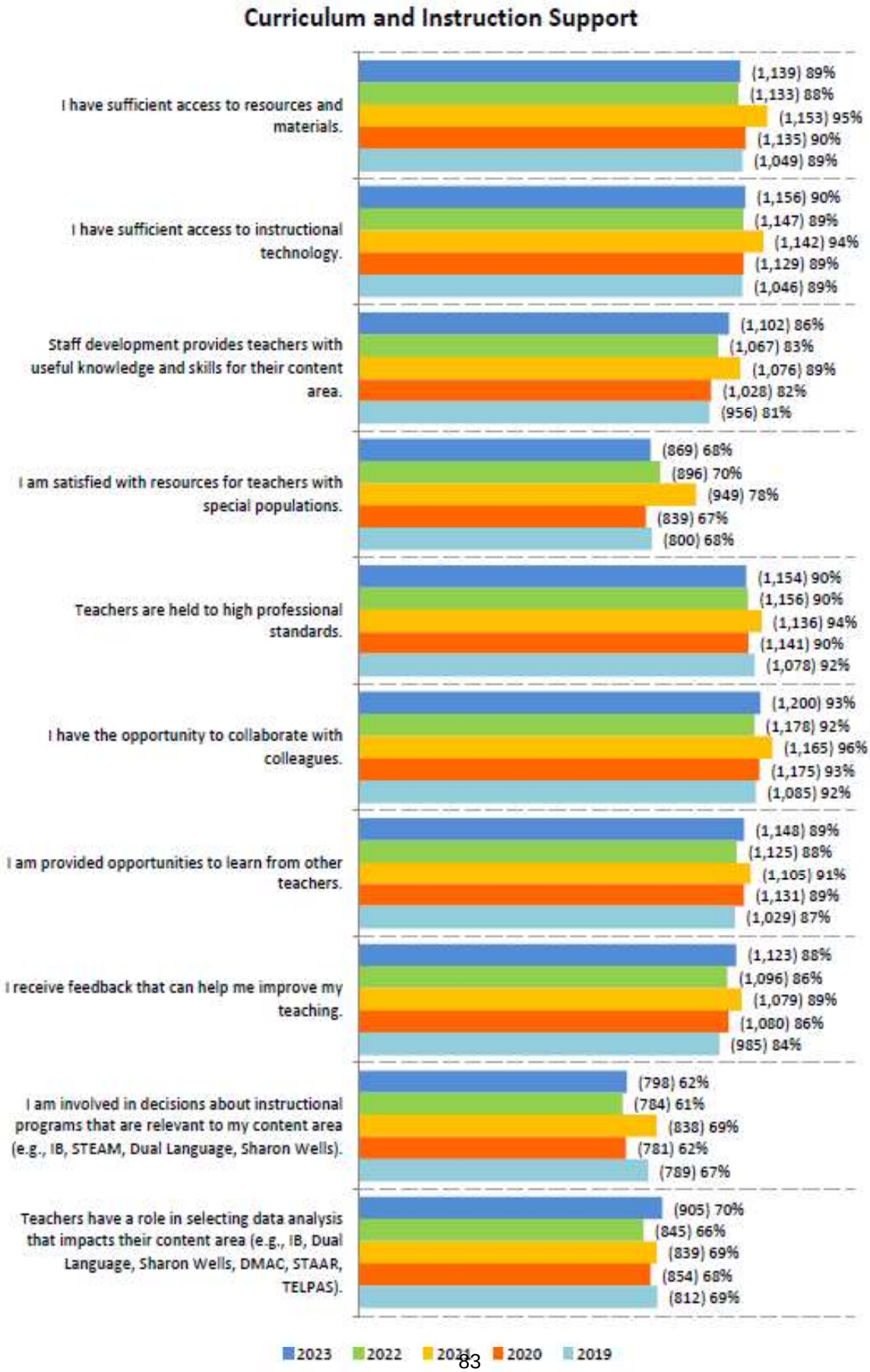
c. The categories of **STRONGLY AGREE** and **AGREE** were combined for the following charts to indicate a positive response.

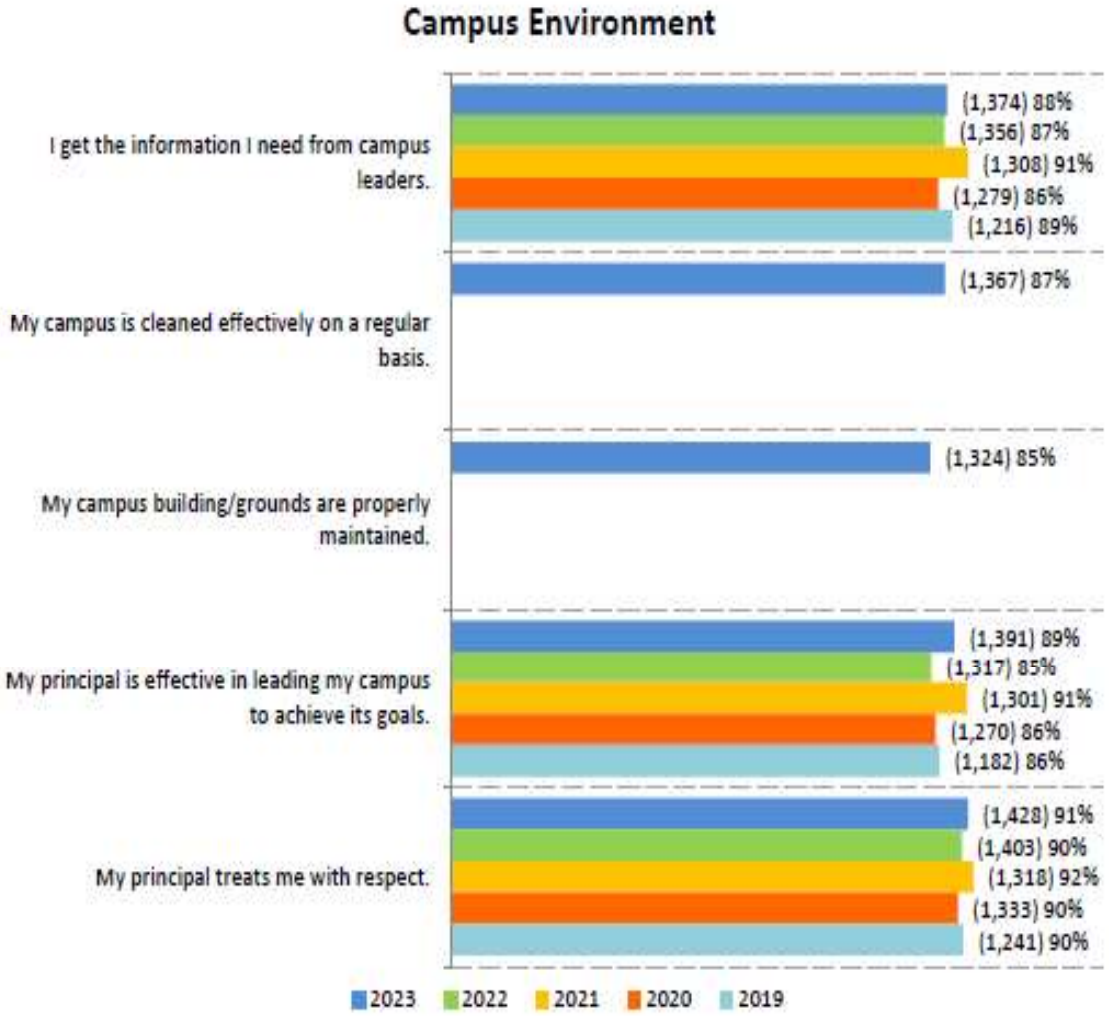

Job Satisfaction
I am proud to work for McAllen ISD.
(1,494) 87%
(1,489) 87%
(1,469) 94%
(1,512) 93%
(1,405) 94%
I like the work I do.
(1,664) 97%
(1,663) 98%
(1,542) 99%
(1,597) 98%
(1,464) 98%
On most days I feel good about what I have accomplished.
(1,633) 95%
(1,626) 95%
(1,510) 97%
(1,567) 96%
(1,451) 97%
I understand what is expected of me in my job.
(1,678) 98%
(1,638) 96%
(1,530) 98%
(1,591) 98%
(1,470) 98%
I would recommend my campus to a friend as a good place to work.
(1,465) 85%
I would recommend my department to a friend as a good place work.
(1,509) 88%
My job allows me to use my skills and abilities.
(1,645) 96%
(1,634) 96%
(1,511) 97%
(1,563) 96%
(1,428) 95%
I would recommend this district to a friend as a good place to work.
(1,363) 80%
(1,327) 78%
(1,404) 90%
(1,400) 86%
(1,309) 88%
2023
2022
2021
2020
2019


District Leadership (Superintendent and Board of Trustees)
I trust the district leadership team to act in the best interest of students.
(1,332) 78%
(1,300) 76%
(1,372) 88%
(1,354) 83%
(1,263) 84%
I believe district leaders are honest and trustworthy.
(1,215) 71%
(1,221) 72%
(1,316) 85%
(1,282) 79%
(1,206) 81%
I believe district leaders value the employees of this district.
(1,114) 65%
(1,058) 62%
(1,249) 81%
(1,218) 75%
(1,155) 77%
2023
2022
2021
2020
2019

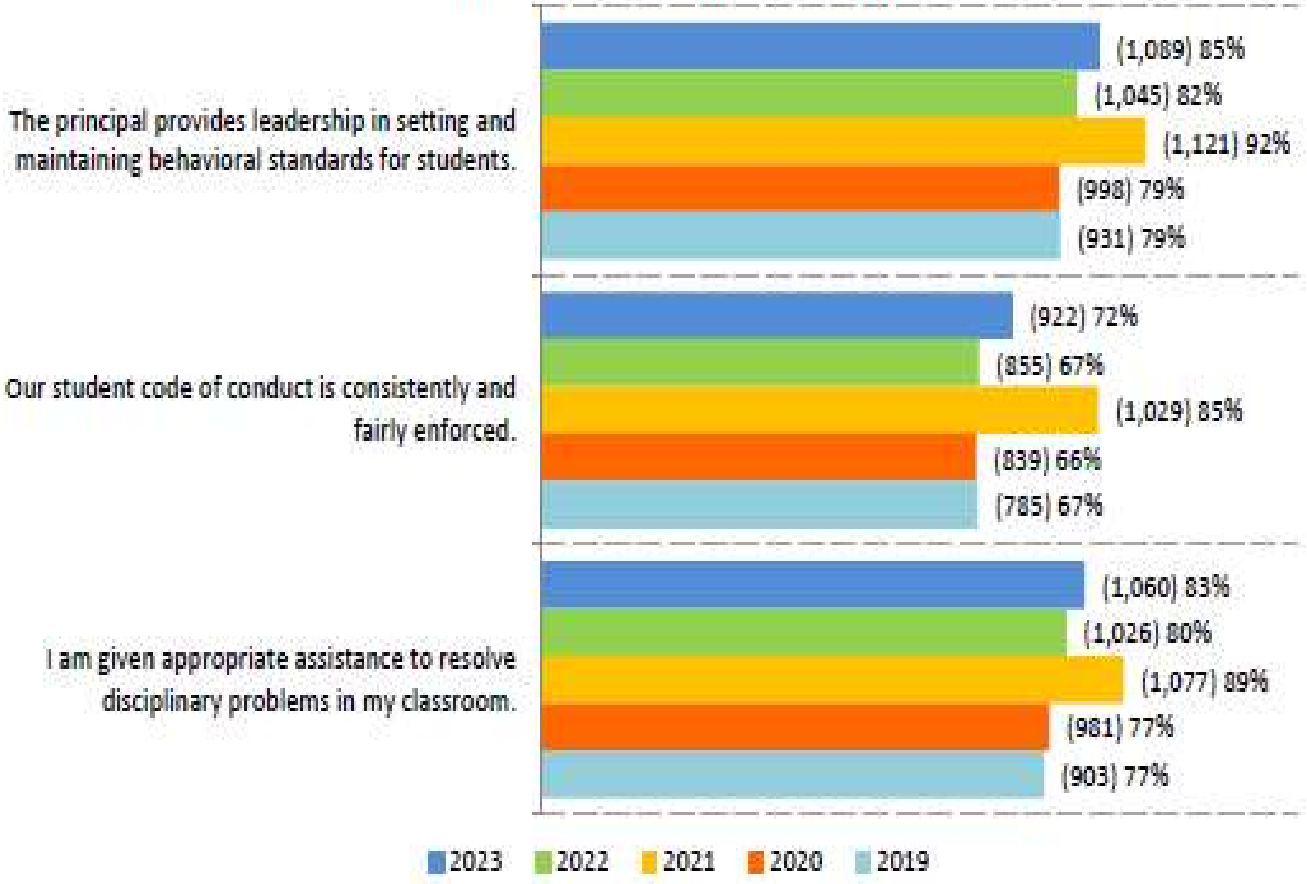
Customer Service

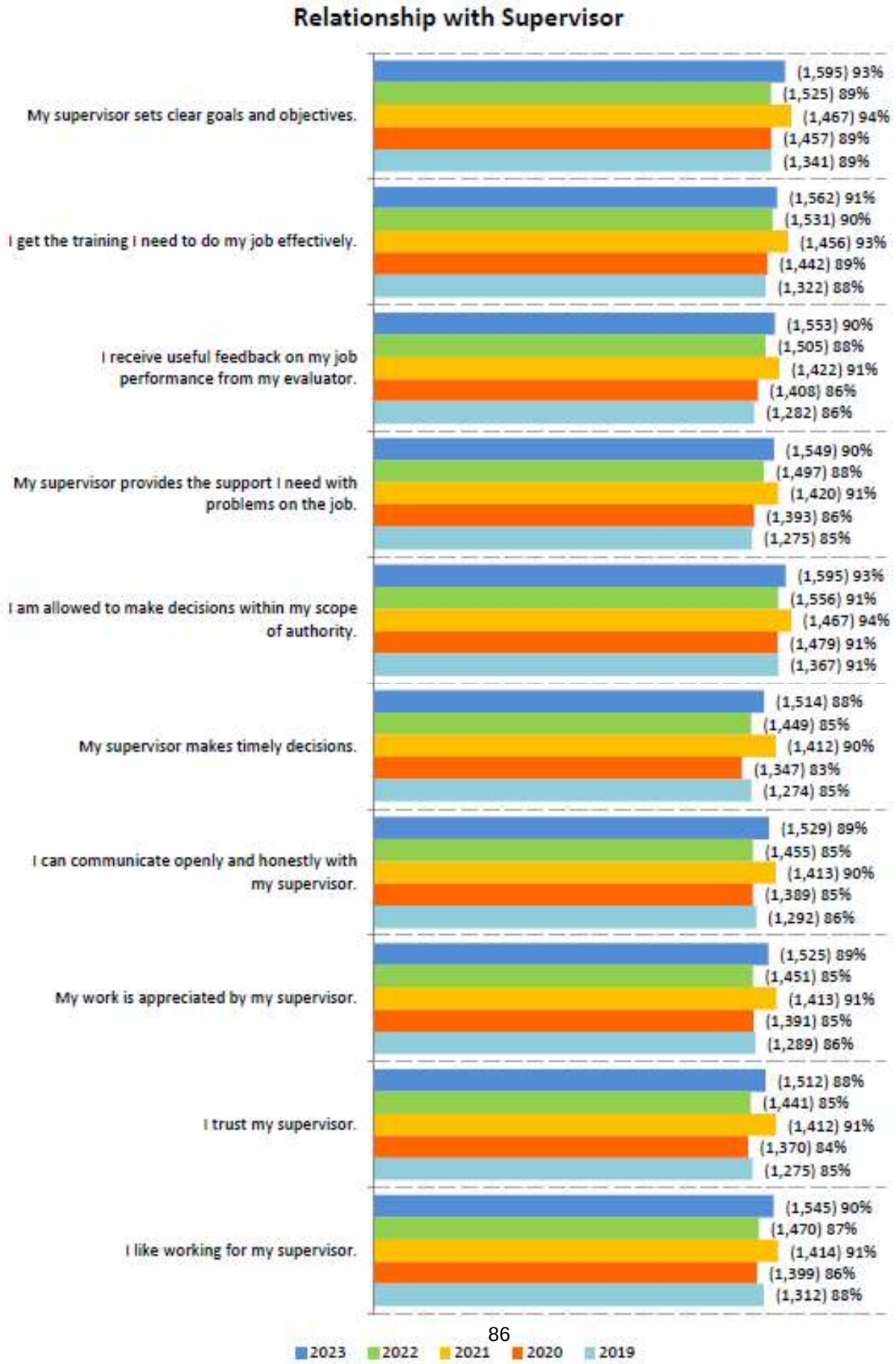


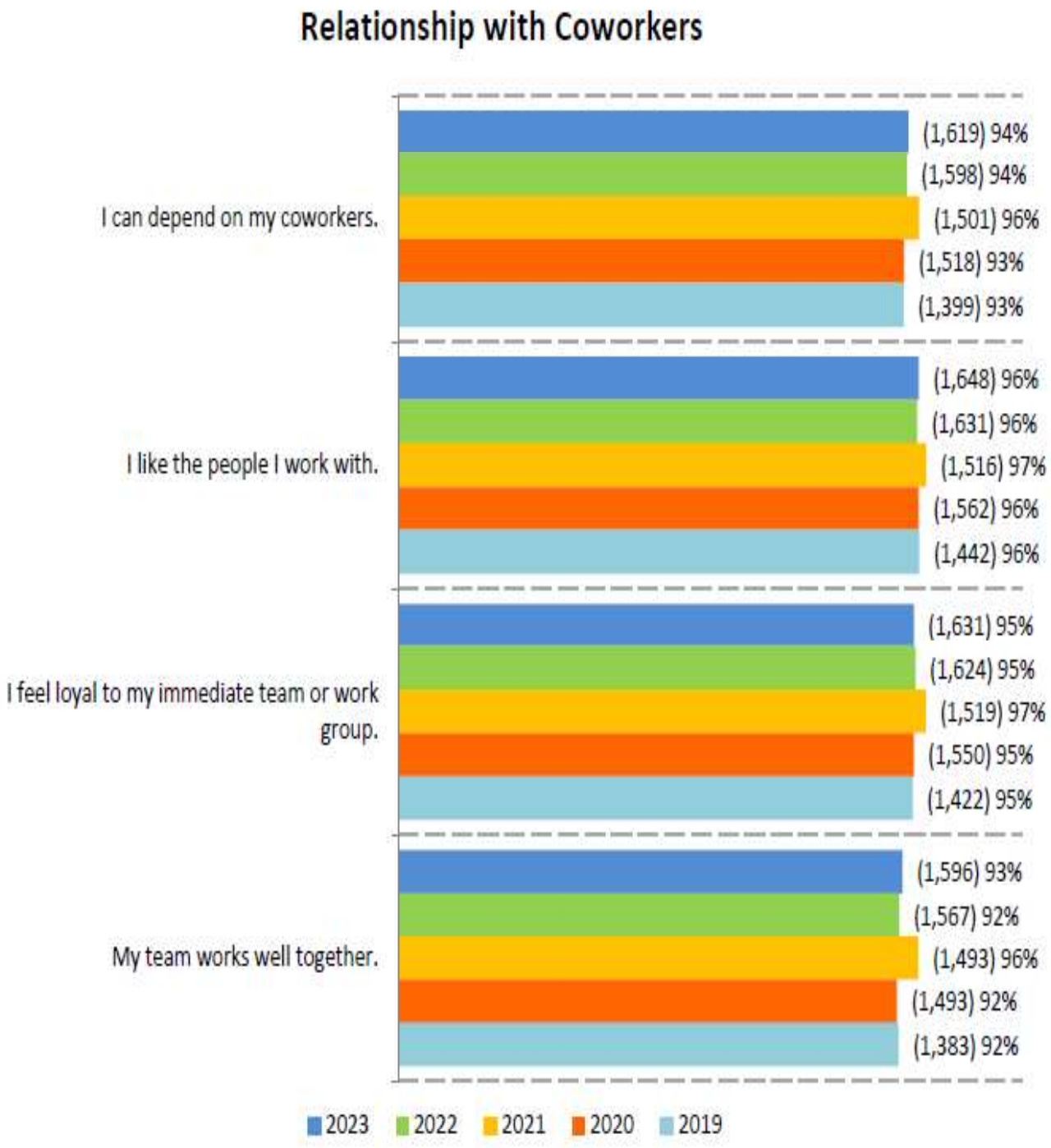

Curriculum and Instruction Support
I have sufficient access to resources and materials.
(1,139) 89%
(1,133) 88%
(1,153) 95%
(1,135) 90%
(1,049) 89%
I have sufficient access to instructional technology.
(1,156) 90%
(1,147) 89%
(1,142) 94%
(1,129) 89%
(1,046) 89%
Staff development provides teachers with useful knowledge and skills for their content area.
(1,102) 86%
(1,067) 83%
(1,076) 89%
(1,028) 82%
(956) 81%
I am satisfied with resources for teachers with special populations.
(869) 68%
(896) 70%
(949) 78%
(839) 67%
(800) 68%
Teachers are held to high professional standards.
(1,154) 90%
(1,156) 90%
(1,136) 94%
(1,141) 90%
(1,078) 92%
I have the opportunity to collaborate with colleagues.
(1,200) 93%
(1,178) 92%
(1,165) 96%
(1,175) 93%
(1,085) 92%
I am provided opportunities to learn from other teachers.
(1,148) 89%
(1,125) 88%
(1,105) 91%
(1,131) 89%
(1,029) 87%
I receive feedback that can help me improve my teaching.
(1,123) 88%
(1,096) 86%
(1,079) 89%
(1,080) 86%
(985) 84%
I am involved in decisions about instructional programs that are relevant to my content area (e.g., IB, STEAM, Dual Language, Sharon Wells).
(798) 62%
(784) 61%
(838) 69%
(781) 62%
(789) 67%
Teachers have a role in selecting data analysis that impacts their content area (e.g., IB, Dual Language, Sharon Wells, DMAC, STAAR, TELPAS).
(905) 70%
(845) 66%
(839) 69%
(854) 68%
(812) 69%
2023
2022
2021
2020
2019

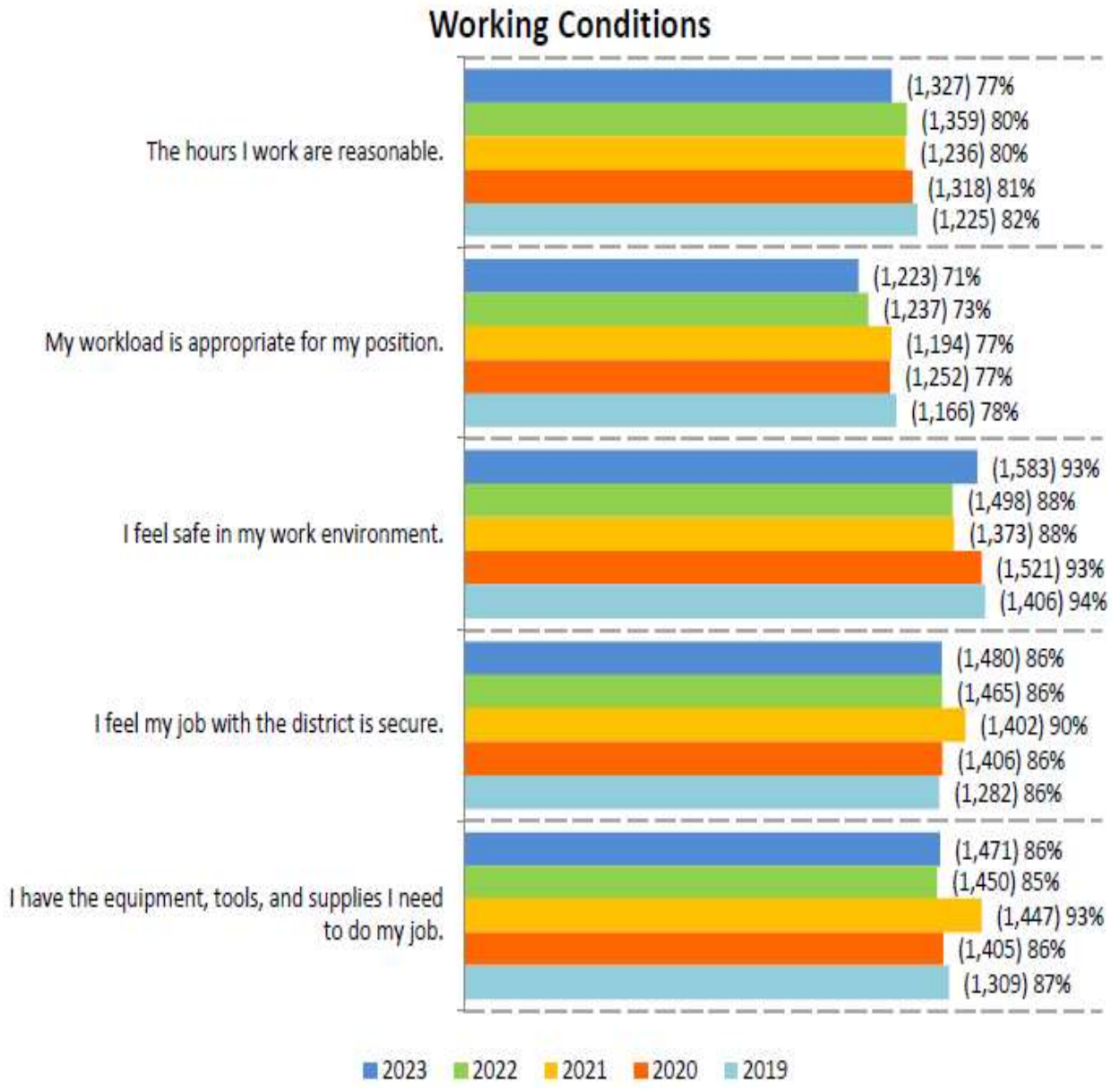

Campus Environment
I get the information I need from campus leaders.
(1,374) 88%
(1,356) 87%
(1,308) 91%
(1,279) 86%
(1,216) 89%
My campus is cleaned effectively on a regular basis.
(1,367) 87%
My campus building/grounds are properly maintained.
(1,324) 85%
My principal is effective in leading my campus to achieve its goals.
(1,391) 89%
(1,317) 85%
(1,301) 91%
(1,270) 86%
(1,182) 86%
My principal treats me with respect.
(1,428) 91%
(1,403) 90%
(1,318) 92%
(1,333) 90%
(1,241) 90%
2023
2022
2021
2020
2019

Student Discipline Support

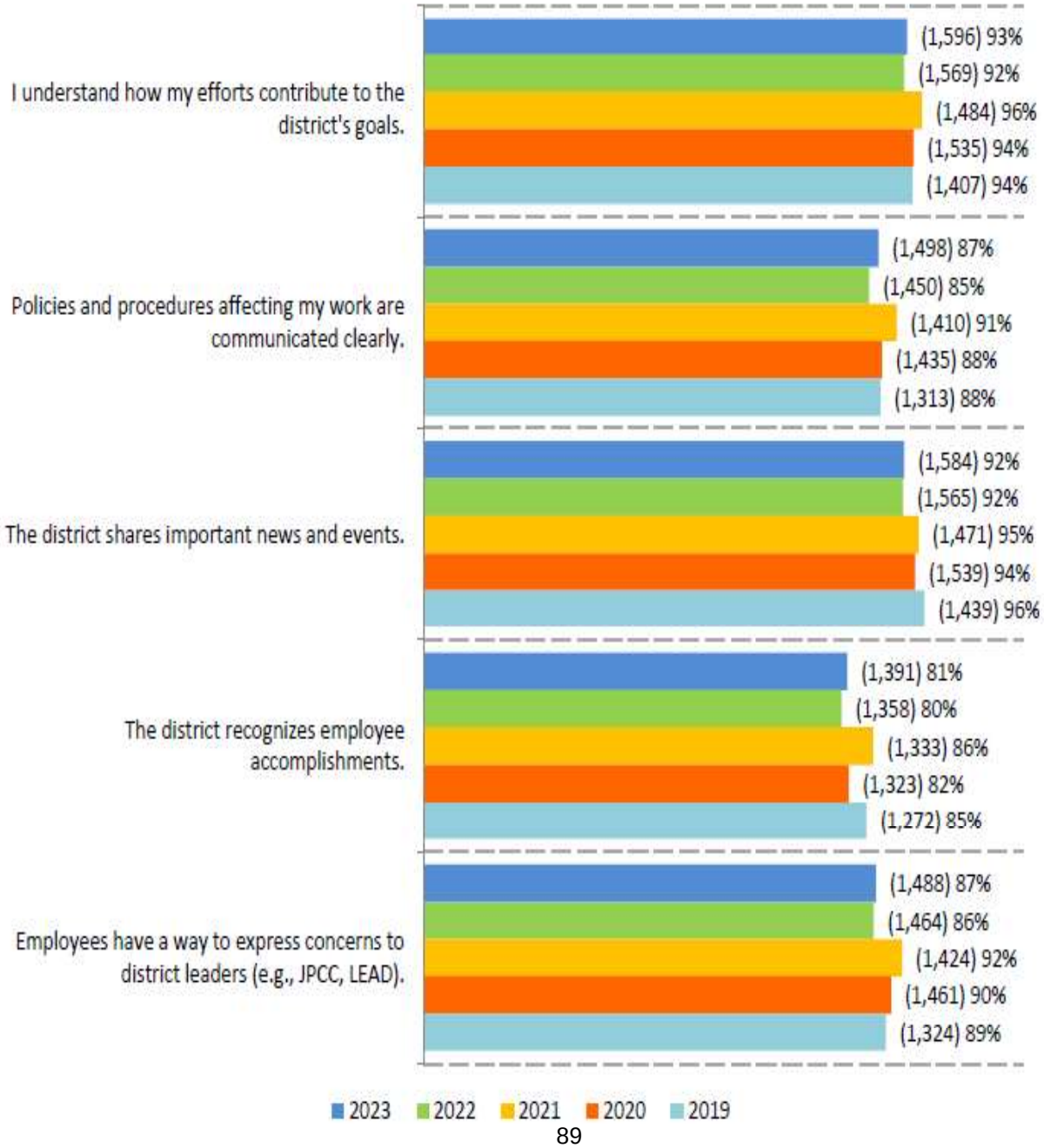


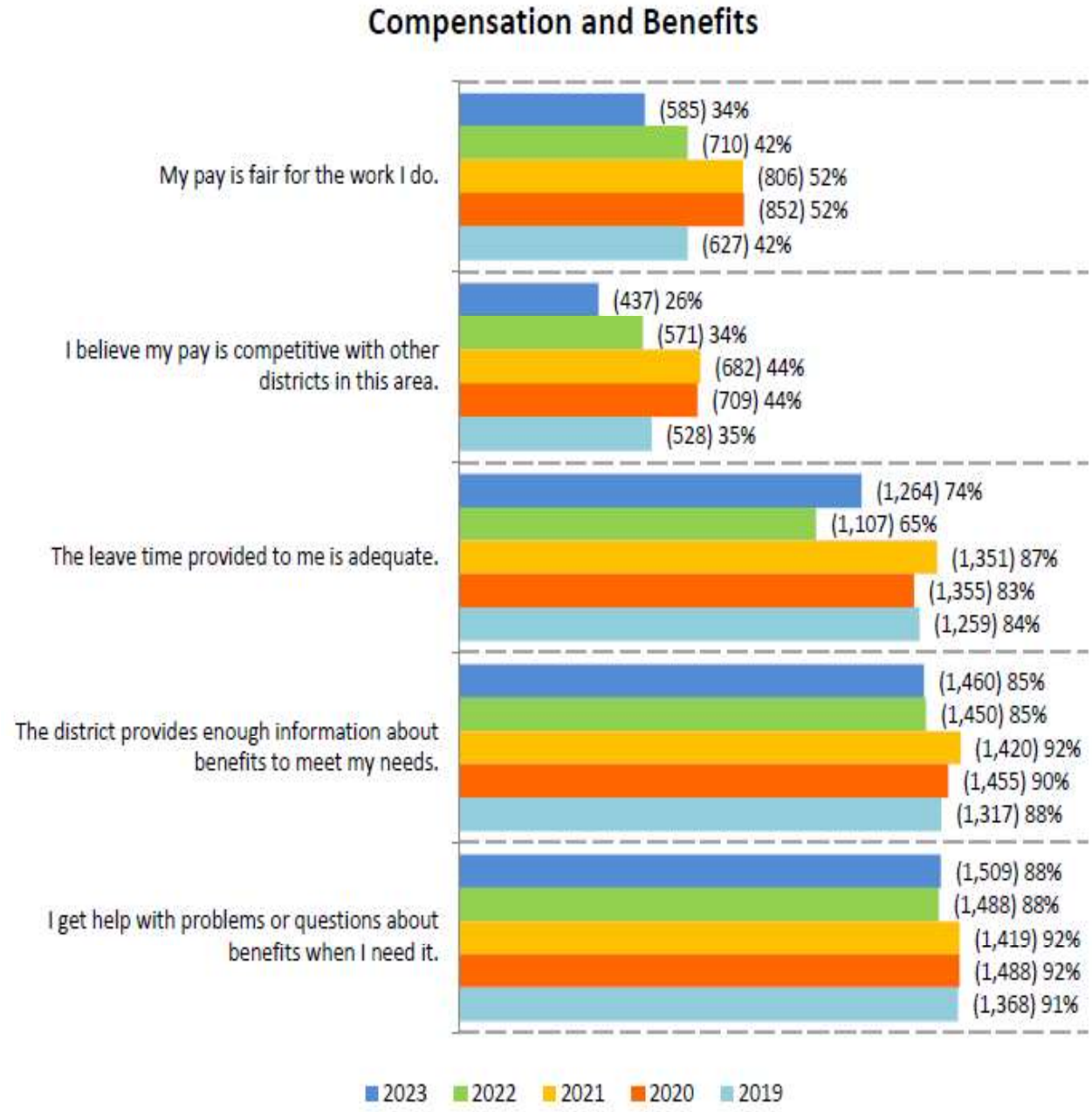

Relationship with Supervisor
My supervisor sets clear goals and objectives.
(1,595) 93%
(1,525) 89%
(1,467) 94%
(1,457) 89%
(1,341) 89%
I get the training I need to do my job effectively.
(1,562) 91%
(1,531) 90%
(1,456) 93%
(1,442) 89%
(1,322) 88%
I receive useful feedback on my job performance from my evaluator.
(1,553) 90%
(1,505) 88%
(1,422) 91%
(1,408) 86%
(1,282) 86%
My supervisor provides the support I need with problems on the job.
(1,549) 90%
(1,497) 88%
(1,420) 91%
(1,393) 86%
(1,275) 85%
I am allowed to make decisions within my scope of authority.
(1,595) 93%
(1,556) 91%
(1,467) 94%
(1,479) 91%
(1,367) 91%
My supervisor makes timely decisions.
(1,514) 88%
(1,449) 85%
(1,412) 90%
(1,347) 83%
(1,274) 85%
I can communicate openly and honestly with my supervisor.
(1,529) 89%
(1,455) 85%
(1,413) 90%
(1,389) 85%
(1,292) 86%
My work is appreciated by my supervisor.
(1,525) 89%
(1,451) 85%
(1,413) 91%
(1,391) 85%
(1,289) 86%
I trust my supervisor.
(1,512) 88%
(1,441) 85%
(1,412) 91%
(1,370) 84%
(1,275) 85%
I like working for my supervisor.
(1,545) 90%
(1,470) 87%
(1,414) 91%
(1,399) 86%
(1,312) 88%
2023
2022
2021
2020
2019


Relationship with Coworkers
I can depend on my coworkers.
(1,619) 94%
(1,598) 94%
(1,501) 96%
(1,518) 93%
(1,399) 93%
I like the people I work with.
(1,648) 96%
(1,631) 96%
(1,516) 97%
(1,562) 96%
(1,442) 96%
I feel loyal to my immediate team or work group.
(1,631) 95%
(1,624) 95%
(1,519) 97%
(1,550) 95%
(1,422) 95%
My team works well together.
(1,596) 93%
(1,567) 92%
(1,493) 96%
(1,493) 92%
(1,383) 92%
2023
2022
2021
2020
2019


Working Conditions
The hours I work are reasonable.
(1,327) 77%
(1,359) 80%
(1,236) 80%
(1,318) 81%
(1,225) 82%
My workload is appropriate for my position.
(1,223) 71%
(1,237) 73%
(1,194) 77%
(1,252) 77%
(1,166) 78%
I feel safe in my work environment.
(1,583) 93%
(1,498) 88%
(1,373) 88%
(1,521) 93%
(1,406) 94%
I feel my job with the district is secure.
(1,480) 86%
(1,465) 86%
(1,402) 90%
(1,406) 86%
(1,282) 86%
I have the equipment, tools, and supplies I need to do my job.
(1,471) 86%
(1,450) 85%
(1,447) 93%
(1,405) 86%
(1,309) 87%
2023
2022
2021
2020
2019

District Communications




Compensation and Benefits
My pay is fair for the work I do.
(585) 34%
(710) 42%
(806) 52%
(852) 52%
(627) 42%
I believe my pay is competitive with other districts in this area.
(437) 26%
(571) 34%
(682) 44%
(709) 44%
(528) 35%
The leave time provided to me is adequate.
(1,264) 74%
(1,107) 65%
(1,351) 87%
(1,355) 83%
(1,259) 84%
The district provides enough information about benefits to meet my needs.
(1,460) 85%
(1,450) 85%
(1,420) 92%
(1,455) 90%
(1,317) 88%
I get help with problems or questions about benefits when I need it.
(1,509) 88%
(1,488) 88%
(1,419) 92%
(1,488) 92%
(1,368) 91%
2023
2022
2021
2020
2019

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion of and Possible Action Updates to Board Policy DEC (LOCAL) - Compensation and Benefits, Leaves and Absences (Second Reading)

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

BACKGROUND INFORMATION / REASON FOR BOARD CONSIDERATION:
Administration is recommending two (2) revisions of DEC Local:
1. Removal of the additional five paid local leave days that were awarded in the 2021-2022 school year.
2. DEC Local is being revised to align with DECA Legal to reflect our current practice of using a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

ADMINISTRATIVE CONSIDERATIONS / FACTS AND ANALYSIS:
DECA Legal allows four options for determining the 12-month period for FMLA leave entitlement. As this change is only to align Local Policy with current practice, there is no impact to eligibility for employees currently on FMLA leave.

LEGAL REVIEW:
These proposed revisions have been reviewed and discussed with TASB HR Policy Services.

BUDGETARY CONSIDERATIONS:
None

RECOMMENDED BOARD ACTION:
Administration is recommending action on this item.

SUBMITTED BY: Andres Silva — Jun 7, 2023

SUPERVISOR: Todd Ott — Jun 8, 2023

For further information contact:
Name: Andres Silva
Office: Employee Benefits (956) 618-6007
eMail: Andres.Silva@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools — Jun 8, 2023

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action on Request For Proposal No. 2024-1002 Student Athletic Insurance and Student Accident Voluntary Insurance

REFERENCE: Goal 3 - Financial Priorities; Strategy 7: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District solicited proposals for a commercial accident policy for injuries sustained by students during school sponsored and supervised University Interscholastic League (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 31, 2023, the evaluation committee, comprised of Andres Silva, Director for Employee Benefits, Safety, & Risk Management; Karina Garza, Coordinator for Employee Benefits, Safety, & Risk Management; Alexandra Molina, Executive Director of Child Nutrition & Purchasing; Elizabeth Cabrera, Coordinator for Purchasing Services; and Liz Montes, 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. Administration is recommending award to Mutual of Omaha as submitted by Texas Student Resources, the highest ranked vendor.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through the General Fund. Premium is fixed for two (2) years with an annual cost of $217,391.00. Premium is $16,381 less annually than the expiring policy.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request For Proposal 2024-1002 Student Athletic Insurance and Student Accident Voluntary Insurance with Mutual of Omaha as submitted by Texas Student Resources for a term of one (1) year from August 1, 2023, through July 31, 2024, renewable for two (2) additional one (1) year terms, subject to favorable renewal rates.

Andres Silva
SUBMITTED BY: _____

SUPERVISOR: _____

For further information contact:
Name: Andres Silva
Office: 956-618-7380
eMail: andres.silva@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

EVALUATION MATRIX (Best and Final Offer)

RFP No. 2024-1002 Student Athletic Insurance and Student Accident Voluntary Insurance

No	Criteria	Max. Pts. 100	Texas Student Resources *(Mutual of Omaha)*	Texas Insurance Service Center *(Ameritas Life Insurance)*	SIP-Student Insurance Plans *(Pan American Life)*
	Total Points	**100**	**98.00**	**92.26**	**95.31**
	Ranking		**1**	**3**	**2**
1	**Price**	**33**	**33.00**	**31.26**	**32.31**
	Annual Premium (Year 1) - (Base + Catastrophic)		*$217,391*	*$229,497*	*$222,000*
2	**Reputation of the vendor and of the vendor's goods or services;**	**10**	**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.		*Dallas ISD, Rockwall ISD, De Soto ISD*	*PSJA ISD, Weslaco ISD, Donna ISD*	*La Joya ISD, Edinburg CISD, Brownsvile ISD*
3	**The quality of the vendor's goods or services**	**10**	**10**	**10**	**8**
	Financial Strength Stability of Ins Company (AM Best Rating)	4	**4**	**4**	**2**
	A+ or A++ (Superior) =4 pts, A or A- (Excellent) = 2 pts, Other=0)		*A+*	*A+*	*A*
	Benefit Limit (Maximum Benefit each Injury)	1	**1**	**1**	**1**
	($25K Minimum = 1 pt; <$25K =0 Pts)		*25,000*	*25,000*	*25,000*
	Benefit period	1	**1**	**1**	**1**
	(52 Wks Min = 1 pt; < 52 Weeks =0 Pts)		*52 weeks*	*52 weeks*	*52 weeks*
	1st treatment by Provider (initial treatement period)	2	**2**	**2**	**2**
	(>= 90 Days=2 pts; < 90 Days = 1 pts)		*90 days*	*180 days*	*90 days*
	Ambulatory Surgical Center	1	**1**	**1**	**1**
	(Up tp $1500 Min =1 pt each; < $1500 = 0 Pts)		*U&C up to 1500*	*U&C up to 1500*	*U&C up to 1500*
	Surgeon	1	**1**	**1**	**1**
	(Up to $1500 Min =1 pt each; < $1500 = 0 Pts)		*75% U&C up to $3,750*	*U&C up to 2000*	*U&C up to 3750*
4	**The extent to which the goods or services meet District's needs**	**20**	**18**	**14**	**20**
	Web Claim Filing	**1**	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*	*yes*
	Quarterly On Site Meetings	**1**	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*	*yes*
	Heat Exhaustion Coverage Included	**1**	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*	*yes*
	Heat Stroke Coverage Included	**1**	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*	*yes*
	Dehydration Coverage Included	**1**	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*	*yes*
	Hernia Coverage Included	**1**	**1**	**0**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*no*	*yes*
	Blisters Covered	**1**	**1**	**0**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*no*	*yes*
	Orthodontics Covered	**1**	**0**	**0**	**1**
	(Yes=1 pts, No=0 pts)		*no*	*no*	*yes*
	Stress Fractures Covered	**1**	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*	*yes*
	Shin Splints Covered	**1**	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*	*yes*

EVALUATION MATRIX (Best and Final Offer)

RFP No. 2024-1002 Student Athletic Insurance and Student Accident Voluntary Insurance

No	Criteria	Max. Pts. 100	Texas Student Resources *(Mutual of Omaha)*	Texas Insurance Service Center *(Ameritas Life Insurance)*	SIP-Student Insurance Plans *(Pan American Life)*
	Strains/Sprains Covered	1	1	1	1
	(Yes=1 pts, No=0 pts)		*yes*	*yes*	*yes*
	Tendonitis/Bursitis Covered	1	1	1	1
	(Yes=1 pts, No=0 pts)		*yes*	*yes*	*yes*
	Overuse/Repetitive Motion Covered	1	1	1	1
	(Yes=1 pts, No=0 pts)		*yes*	*yes*	*yes*
	Orthopedic Appliances Included	1	1	1	1
	(Yes=1 pts, No=0 pts)		*yes*	*yes*	*yes*
	Preexisting Conditions Covered	1	0	1	1
	(Yes=1 pts, No=0 pts)		*no*	*yes*	*yes*
	Middle School Sports Covered	1	1	0	1
	(Yes=1 pts, No=0 pts)		*yes*	*no*	*yes*
	Summer Sports Camps Covered	1	1	0	1
	(Yes=1 pts, No=0 pts)		*yes*	*no*	*yes*
	Open Gym Covered	1	1	0	1
	(Yes=1 pts, No=0 pts)		*yes*	*no*	*yes*
	Water Polo Covered	1	1	1	1
	(Yes=1 pts, No=0 pts)		*yes*	*yes*	*yes*
	Field Trips Covered	1	1	1	1
	(Yes=1 pts, No=0 pts)		*yes*	*yes*	*yes*
5	**Past Relationship with District**	**2**	**2**	**2**	**0**
	Positive past history = 2 pts; No and/or Not positive past history = 0 pts		*yes*	*yes*	*no*
6	**HUB N/A**	**0**	**0**	**0**	**0**
7	**Total long-term cost to the district to acquire the vendor's goods or services**	**10**	**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*	*Base Policy Not To Exceed 5% of Year 1 & Year 2*
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**	**2**
	in Texas = 5 pts; Out of State Vendor = 0 pts		*Texas*	*Texas*	*Texas*
9	**Any other relevant factor specifically listed in the request for bids or proposals.**	**13**	**13**	**13**	**13**
	"Full Assignment" or "No Balance Bill" provider network	**5**	**5**	**5**	**5**
	(Yes=5 pts, No=0 pts)		*yes*	*yes*	*yes*
	No Balance Bill Provider-Primary Care	**2**	**2**	**2**	**2**
	(Yes=2 pts, No=0 pts)		*yes*	*yes*	*yes*
	No Balance Bill Provider-Hospital/Urgent Care	**2**	**2**	**2**	**2**
	(Yes=2 pts, No=0 pts)		*yes*	*yes*	*yes*
	No Balance Bill Provider-Ortho Surgeon	**2**	**2**	**2**	**2**

EVALUATION MATRIX (Best and Final Offer)
RFP No. 2024-1002 Student Athletic Insurance and Student Accident Voluntary Insurance

No	Criteria	Max. Pts. 100	Texas Student Resources *(Mutual of Omaha)*	Texas Insurance Service Center *(Ameritas Life Insurance)*	SIP-Student Insurance Plans *(Pan American Life)*
	(Yes=2 pts, No=0 pts)		*yes*	*yes*	*yes*
	No Balance Bill Provider-Imaging Center	**1**	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*	*yes*
	No Balance Bill Provider-Rehabilitation Center	**1**	**1**	**1**	**1**
	(Yes=1 pts, No=0 pts)		*yes*	*yes*	*yes*

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Approval of Compensation Plan for School Year 2023-2024

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 may include wage and salary structures, stipends, benefits, and incentives. 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 and Librarians with zero years experience will remain at $278.88 daily ($52,150.56 annually), with $352.03 daily ($65,829.61 annually) for Teachers and Librarians new to McAllen ISD with 25+ years of experience as the maximum salary for this compensation plan.

Administration is not recommending a compensation adjustment for any employees for the 2023-2024 school year due to limited financial resources. However, Administration is recommending that all full-time employees, who have completed the tiered years of service criteria (as designated by the District) as of November 1, 2023, and remain employed through December 1, 2023, will receive a one-time Longevity pay as reflected on attachment 1.

The District reserves the right to make necessary compensation adjustments during 2023-2024 school year to ensure compliance with House and Senate Bills passed during the 88th Legislative Session. Upon approval and final revisions, the compensation adjustments will be implemented for the 2023-2024 school year. The recommended compensation adjustments for the aforementioned staff will be provided in the Information Section of the 2023-2024 Annual Budget Book.

LEGAL REVIEW: Walsh Gallegos

BUDGETARY CONSIDERATIONS: Estimated one-time payments is as follows:
- General Fund funds estimated cost are included on attachment 1 are from assigned fund balance.

RECOMMENDED BOARD ACTION: That the Board of Trustees approve the compensation plan for 2023-2024 school year, to include one of the proposed one time longevity pay scenarios as shown on attachment one.

SUBMITTED BY: _____ **SUPERVISOR:** Todd M Miller
Jun 8, 2023

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

Approved for presentation to the Board of Education:

J. Hinojosa

Superintendent of Schools Jun 8, 2023

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action on Memorandum of Understanding No. 2024-029 Juvenile Justice Alternative Education Program with Hidalgo County Juvenile Board

REFERENCE: Goal 1 - Student Achievement /Student Focus; Strategy 5 - Partnership with Business Education Organizations

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

To meet the requirements of Texas Education Code Section 37.011, a memorandum of understanding must be signed on an annual basis with the County of Hidalgo concerning the Juvenile Justice Alternative Education Program (JJAEP).

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The attached memorandum of understanding sets forth the duties and responsibilities between the District and the Juvenile Justice Alternative Education Program for the 2023-2024 school year.

LEGAL REVIEW:

The Agreement has been approved by the legal counsel.

BUDGETARY CONSIDERATIONS:

Funds for these services are budgeted through the general fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Memorandum of Understanding No. 2024-029 Juvenile Justice Alternative Education Program with Hidalgo County Juvenile Board, for a term of one (1) year from August 1, 2023 through July 31, 2024.

SUBMITTED BY: John J. Cavazos (Jun 8, 2023 13:40 CDT) **SUPERVISOR:**

For further information contact:
Name: John Cavazos
Office: (956) 618-6031
eMail: John.Cavazos@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO, TEXAS AND MCALLEN INDEPENDENT SCHOOL DISTRICT.

This Memorandum of Understanding, hereinafter, "Agreement" is made on this _____ day of _____, 20___by and between **THE COUNTY OF HIDALGO, TEXAS** by and through its **HIDALGO COUNTY JUVENILE BOARD**, hereinafter referred to as "HCJB", with administrative offices located at 1001 N. Doolittle Road., Edinburg, Texas, 78540, and **MCALLEN INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", located at 2000 N. 23rd Street, McAllen, Texas 78501; referred to collectively as "the Parties".

I. Background and Purpose

1.1 Chapter 37 of the Texas Education Code requires that the HCJB establish and operate a Juvenile Justice Alternative Education Program ("JJAEP") for youth who are expelled from school for the offenses described in Section 37.007 (a), (d), and if applicable under Texas Education Code §37.007(e), § 37.007(i) or §37.304. School districts may contract with the HCJB for placement of students in the JJAEP who are expelled from school for the offenses described in Texas Education Code §37.007 (b), (c) (f) and (e) if not officially arrested, charged and referred to HCJB under Texas law. School districts may also place students in the JJAEP pursuant to other provisions of the Texas Education Code (§37.0081 and §37.305). Unless otherwise stated, all references to section and chapter numbers are to the Texas Education Code.

1.2 The purpose of this Memorandum of Understanding is to set forth the duties and responsibilities of HCJB and the District regarding the operation of the Hidalgo County JJAEP and to comply with the requirements of Section 37.011 (k), (l), and (m).

II. Goals

2.1 The major goals for the JJAEP are: (1) to provide a continuum of educational services to students; (2) to establish consistency, predictability, and appropriateness of student placement following expulsions from regular schools or alternative education programs; (3) to return students to a regular school setting when appropriate; (4) to impress upon youth that there are progressive sanctions for misconduct in the public school setting; and (5) to provide educational options for the juvenile courts.

III. Student Eligibility

3.1 Attendance at the JJAEP for the category of students described in subsections A ("Category A") and D ("Category D"), excluding D (3) below, of this section is mandatory. For the categories of students described in subsections B ("Category B"), C ("Category C") and D (3) of this section, the District may elect whether or not to enroll these students in the JJAEP.
By completing the appropriate portions of Attachment "A" hereto, the District must indicate which categories of students may attend the JJAEP. If the District elects not to offer the JJAEP as a post-

expulsion placement option for Category B and C students who are under the age of eighteen (18), the JJAEP is not responsible for the education of these students.

A. Students shall be placed in the JJAEP in those cases where they are expelled and have been officially charged, arrested and referred to the Hidalgo County Juvenile Probation Department for committing one of the offenses enumerated under Section 37.007(a), (d), (e) or (i) ("Category A - mandatory offenses"). Students who are charged with and expelled for Category A offenses, but who have not had a finding entered by the Court regarding delinquency, are included in the Category A definition. JJAEP funding for Category A students is provided to the HCJB by the Texas Juvenile Justice Department ("TJJD").

B. If a student is expelled from the District for committing a Category A offense but

(1) is not charged, arrested and referred to the Hidalgo County Juvenile Probation Department for an offense listed in Section 37.007 (a), (d), (e) or (i);

(2) a determination is made under Family Code Section 53.01 that the person referred to juvenile court was not a "child" as that term is defined by Family Code Section 51.02(2);

(3) a determination is made that no deferred prosecution or formal court proceedings will be initiated against the child;

(4) the court or jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice; or

(5) the child was adjudicated but no disposition was or will be ordered by the court the student may be readmitted to the District at the District's discretion and in accordance with the requirements of this Memorandum of Understanding. Such students are referred herein to as having committed Category B - discretionary, non-court ordered offenses. The District shall fully and fairly examine the circumstances surrounding the case of each such student, and, where appropriate, consult with the District Attorney's Office, the Juvenile Probation Department and the student's parents. Following this examination, the District is authorized to admit the student unconditionally, to admit the student to a District alternative education program, or, pursuant to the provisions of this Memorandum of Understanding, provide that the student continue the student's placement at the JJAEP for the remaining period of the student's expulsion or for a minimum period of six (6) weeks, whichever is greater. JJAEP funding for Category B students shall be provided by the District.

C. A student may be expelled from the District

(1) for committing an offense described in Section 37.007 (b) or (f), or for engaging in serious misbehavior covered by Section 37.007 (c); or

(2) after an opportunity for a hearing pursuant to Section 37.0081 ("Category C offenses"). The District has attached as Attachment "B" hereto those categories of conduct the District has defined in the District's student code of conduct as constituting serious misbehavior for which a student may be placed in the JJAEP. JJAEP funding for Category C students is provided by the District.

D. Pursuant to Section 37.303, on receiving notice under Article 15.27, Code of Criminal Procedure, or Chapter 62, Code of Criminal Procedure, that a student is required to register as a sex offender under that chapter, the District shall, in the case of (1) and (2) below, and may, in the case of (3) below, remove the student from the regular classroom and shall place the student in the JJAEP if:

(1) the student is under any form of court supervision, including probation, community supervision or parole; or

(2) the student is not under any form of court supervision and District determines that the student's presence in the regular classroom (i) threatens the safety of other students or teachers, (ii) will be detrimental to the educational process or (iii) is not in the best interests of the District's students; or.

(3) the student is not under any form of court supervision but the District did not make the determination set forth in (2) above.

3.2 Students who commit Category B and C offenses on or after the beginning of the District's 2023-2024 academic year may attend the JJAEP in accordance with the terms of this Memorandum of Understanding. Students expelled for Category A offenses in 2023 but who were expelled by the District prior to the beginning of the District's 2023-2024 school year and who were adjudicated and placed on probation under Family Code Section 54.04, or who were placed on deferred prosecution under Family Code Section 53.03, shall attend the JJAEP for the remainder of their expulsion period or for the period the student is on court- ordered probation or deferred prosecution. JJAEP funding for these students is reimbursed by the TJJD.

3.3 Students expelled from the District for Category A offenses in 2023, but who were expelled prior to the beginning of the District's 2023-2024 school year and who were neither adjudicated and placed on probation under Family Code Section 54.04, nor placed on deferred prosecution under Family Code Section 53.03, shall attend the JJAEP for the remainder of their expulsion period or for the period the student is subsequently placed on court

ordered probation or

deferred prosecution and shall be funded by appropriations provided by the TJJD, unless the District is notified by a representative of the HCJB that (1) no deferred prosecution or formal court proceedings will be initiated involving the child; or (2) the court or jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice. In these cases the District may provide for the student's continued placement in the JJAEP as a Category B student for a minimum period of at least six (6) weeks.

3.4 Category D students shall be placed with the JJAEP as required by subchapter I of Chapter 37, and funding for such students shall be as set forth in such subchapter.

3.5 The District may expel a student who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) only after a duly constituted Admission Review and Dismissal (ARD) committee determines that the alleged misconduct is not related to the student's disabilities. After making such a determination the District's ARD committee shall determine what services, if any, are necessary to comply with IDEA. The District shall remain responsible for making available the special education services necessary to implement the student's individual education plan (IEP). The District may make such services available in conjunction with the JJAEP or at a separate time and location, at the discretion of the District. If the District chooses to make such services available in conjunction with the JJAEP, the District shall cooperate with the JJAEP to minimize disruption of the JJAEP. If the District requires the student to leave the JJAEP for education services, the IEP will include the need for transportation as a related service. A representative of the JJAEP may attend the ARD committee meeting. If a JJAEP facility is located within the District, the District is not required to provide any services to students assigned to the JJAEP facility who are not residents of the District, unless under contract with the student's home school district, the District assumes responsibility for IDEA compliance.

3.6 If the JJAEP suspects that a student who has not been previously qualified as a student with disabilities under IDEA may be eligible for services under IDEA in the future, it shall refer the student to the student's school district of residence for referral and evaluation in accordance with applicable statutes and regulations.

3.7 Any student who does not meet the eligibility requirements of this Memorandum of Understanding is not entitled to educational services by the JJAEP.

3.8 The District may at all times exercise any discretion available under the law. This Agreement does not in any way diminish or restrict any of the District's authority to determine appropriate student discipline or placement. The parties will communicate with each other in good faith to address any issues arising out of placement decisions.

IV. Juvenile Probation

4.1 By executing this Memorandum of Understanding, the District does not authorize any court to order a student expelled under Section 37.007 (a), (d),(e) or (i) to attend a regular program, a regular campus, or a District alternative education program as a condition of probation, nor shall any court be authorized to order a student expelled under Section 37.007 (b), (c) or (f),

where the District has stipulated that such student shall be placed in the JJAEP in accordance with the terms and conditions of this Memorandum of Understanding, to attend a regular program, a regular campus, or a District alternative education program as a condition of probation. Both the District and the HCJB agree that no court has such authority pursuant to this Memorandum of Understanding.

V. Expedited Processing

5.1 Consistent with the Texas Education Code, the parties hereto agree to use their best efforts to expedite the administrative and judicial processing of all cases related to this Memorandum of Understanding.

VI. Funding

6.1 Funding for the JJAEP is provided by the state through the TJJD for all Category A students who must attend the JJAEP, and the District shall not assume any financial liability for such students. The District may contract with the HCJB to provide an educational placement for all Category B and Category C students, according to the terms and conditions set forth in Attachment "A" hereto, the contents of which are incorporated herein as if fully set forth in this Memorandum of Understanding. Funding for the JJAEP with respect to Category D students is provided pursuant to Section 37.310

VII. Responsibilities of the HCJB

7.1 The HCJB shall establish and operate the JJAEP as required by Section 37.011 and in accordance with applicable state and federal law. Other than for transportation services for Category B and C students attending the JJAEP (unless transportation is provided by the HCJB in accordance with section 8.1 hereof), and for providing the services described on Attachment "C" hereto for the transitioning of expelled students to the District prior to completion of the student's placement in the JJAEP, the District is not responsible for any aspect of the operation of the JJAEP unless expressly provided in this Memorandum of Understanding. The HCJB is not responsible for providing services to any student for whom it does not receive funding from either the TJJD or the District.

VIII. Transportation Services

8.1 Unless otherwise notified by HCJB in writing, the District shall be responsible for providing transportation services for Category B and C students attending the JJAEP who reside within the boundaries of the District.

IX. Emergency Closure

9.1 In the event either the District or the JJAEP is closed due to disaster, flood, extreme weather condition or other calamity, (" Emergency Closure Days") the District shall provide the HCJB within ten (10) days of receipt the following:

A. notification to HCJB of any waiver(s) filed by the District relating to Emergency Closure Days; and

B. Updates and/or written status reports concerning any and all waivers filed by District relating to Emergency Closure Days.

X. Terms and Conditions of Entrance

10.1 Upon placement of a student in the JJAEP, the District shall forward to the JJAEP the same records it is required to forward to another public school when a student transfers, including, but not limited to, the following student records:

A. For students in middle school, the student's Middle School Plan;

B. For students in grades 9-12, the student's Graduation Plan;

C. The student's current transcript including all achievement test records;

D. Withdrawal form, which shall indicate the student's list of current courses in which they are enrolled, the earned grade and the textbook and other instructional resources being used with that subject;

E. The student's Texas Assessment of Knowledge Skills summary sheet, as applicable;

F. The student's previous year's attendance record;

G. The student's current year's attendance record; and

H. The student's IEP, in accordance with section 3.5 of this Memorandum of Understanding.

XI. Length of Student Placement

11.1 Unless otherwise provided for in this Memorandum of Understanding, each student who is expelled for Category A offenses must immediately, or as soon as practical, attend the JJAEP until: (1) the student completes the court-imposed requirements or as otherwise provided in Section 37.011(i); or (2) it is determined that the court will not exercise jurisdiction over the student based on the criteria set forth in Section 52.041 (c) and (d), Family Code.

11.2 Category B and C students identified in section 3.1B and C(1) hereof shall attend the JJAEP for the period of the individual student's expulsion; provided, however, that the student will remain in the JJAEP for a minimum period of at least six (6) weeks. Category C students identified in section 3.1C (2) shall attend the JJAEP until such time as designated in Subsection 37.0081(d).

11.3 Category D students identified in section 3.1D (1) hereof shall attend the JJAEP for at least one semester. If a student transfers to the District during the student's mandatory placement in an alternative education program pursuant to Section 37.304(a), the District may require the student to complete a semester in the JJAEP in addition to the time spent in the alternative education program in the district from which the student transfers or may count any time spent in an alternative education program in the district from which the student transfers toward the mandatory placement requirement. Category D students identified in section 3.1D(3) whom the District places in the JJAEP shall attend the JJAEP for one semester. The District shall convene a committee as required pursuant to Section 37.306 to determine whether Category D students shall remain in the JJAEP.

11.4 In the event any applicable law requires placement of a student in the JJAEP for a longer period than set forth above in this article VII, such placement shall be extended as so required by applicable law. Notwithstanding any provision in this Agreement, including, but not limited to provisions specifying a length of placement, the District may at any time exercise any authority it may have to require a placement for a term of any length that is deemed appropriate by the District. This Agreement does not in any way diminish the District's ability to determine and impose a placement for a term of any length. The parties will communicate with each other in good faith to address any issues arising out of placement decisions.

XII. Special Populations

12.1 JJAEP, in collaboration with the District, shall ensure that a student with a disability who receives special education services is provided educational services that will support the student in meeting the goals identified in the student's Individualized Education Program ("IEP") established by a duly constituted Admission, Review, and Dismissal ("ARD") committee in accordance with Section 37.004 of the Education Code. The District must provide JJAEP with the most recent full and complete ARD meeting paperwork, the manifestation determination ARD meeting paperwork, and the most recent evaluation of eligibility for special education services for each eligible student. JJAEP shall maintain these documents for each eligible special education student enrolled at JJAEP.

12.2 JJAEP, in collaboration with the District, shall ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to meet the student's needs as determined by a Language Proficiency Assessment Committee ("LPAC"). The District must provide JJAEP with documentation of LPAC determinations for each eligible student. JJAEP shall maintain this documentation for each eligible non-English speaking student and each student who speaks English as a second language.

12.3 JJAEP, in collaboration with the District, shall ensure that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address the student's needs as determined by a Section 504 committee. The District must provide JJAEP with documentation of Section 504 eligibility determinations for each eligible student. JJAEP shall maintain this documentation for each eligible Section 504 student.

XIII. Administration of the State of Texas Assessment of Academic Readiness ("STAAR"), End Of Course ("EOC") and Any and All State Required Tests

13.1 In accordance with Section 37.011, the following responsibilities are assigned for administering the STAAR, EOC and all other state required assessments (the "Assessments") as applicable, to students enrolled in the JJAEP:

A. The District shall be responsible for securing and delivering to the JJAEP director or the director's designee all secured test materials at least one day before the day in which the Assessments, as applicable, are to be administered.

B. The JJAEP shall be responsible for acquiring all non-secured test materials which shall be made available to students enrolled in the JJAEP on the day the Assessments, as applicable, are to be administered.

C. The JJAEP shall be responsible for administering the Assessments, as applicable, to those students enrolled in the JJAEP.

D. The District shall be responsible for retrieving at the JJAEP site all Assessments, as applicable, answer sheets and other secured test materials attributed to the District's students which are enrolled at the JJAEP.

E. The JJAEP shall be responsible for returning all non-secured material to the appropriate TEA contracted agent.

XIV. Terms and Conditions of Exit

14.1 Upon JJAEP's determination of the date of a student's release from JJAEP, in accordance with Section 37.023 of the Education Code, JJAEP shall, as soon as practicable, provide written notice of that date to the student's parent or guardian and the administrator of the campus to which the student intends to transition. In addition, JJAEP shall provide the campus administrator with an assessment of the student's academic growth while attending JJAEP and the results of any assessment instruments administered to the student.

14.2 A teacher employed by the JJAEP who holds a certification granted under Section 21.003(a) must review all academic work of the student prior to the student's exit from the JJAEP and return to the District, and must certify completion of course work based upon a determination that the student has mastered the essential knowledge and skills for a course at the seventieth percentile pursuant to Section 28.002 of the Education Code. In accordance with Section 37.011(d), such certification must be accepted by the District and all course credit earned by the student while at the JJAEP shall be reflected on the student's District transcript.

XV. Confidentiality

15.1 The Parties understand and acknowledge that some of the information provided during the Agreement may be subject to statutory prohibitions to disclosure and as such, is not to be disclosed to any party not subject to this agreement. Both Parties agree to maintain the confidentiality of the information in the same manner as the original custodian of records is so required. Both Parties agree and acknowledge that they may be required to maintain confidentiality of the information under the laws of the State of Texas and the United States.

XVI. Liabilities

16.1 This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties. The parties do not intend that any non-party, including, but not limited to, any student, parent, or other person or entity, have any right to enforce any part of this Agreement.

XVII. Miscellaneous

17.1 **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

17.2 **Nature of Relationship**: Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. The Parties shall maintain exclusive control, direction and management of their own employees, and the other shall have no rights with respect thereto.

17.3 **Entire Agreement**: This Agreement contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

17.4 **Additional Documents:** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as, are, or may, become necessary or convenient to effectuate and carry out the terms of this Agreement, including, but not limited to collaboration in the creation of shared forms.

17.5 **Modification**: This Agreement shall constitute the entire understanding of the Parties and shall supersede any prior agreement. This Agreement may be modified at any time in writing only by the mutual consent of both parties. Changes shall be in the form of a modification and shall become effective upon signature by authorized individuals representing both Parties.

17.6 If any provision, section, subsection, paragraph, sentence, clause or phrase of this Memorandum of Understanding, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof continue in full force and effect.

17.7 This Memorandum of Understanding is executed in multiple originals, each of which shall have the full force and effect of an original document, and each of which shall constitute but one and the same instrument.

17.8 **Non-Discrimination:** The Agreement, all related activities and programs offered under this Agreement by the Parties shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or HCJB and/or District policy, including and without limitation to race, color, national origin, religion, sex, gender, age, veteran status, or disability.

17.9 **Authority to Execute:** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating Parties in accordance with its terms.

XVIII. Term of Agreement

18.1 This Memorandum of Understanding is effective August 1, 2023 through July 31, 2024.

XIX. Notices

19.1 All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt requested, to the following address:

TO **MCALLEN INDEPENDENT SCHOOL DISTRICT**:
Dr. Jose A. Gonzalez, Ed.D., Superintendent
2000 N. 23rd Street
McAllen, Texas 78501

TO COUNTY OF HIDALGO:
Judge Mario E. Ramirez, Jr.,
Juvenile Justice Center
Attn: Maryann Denner
Director / Chief Juvenile Probation Officer
1001 N. Doolittle Road,
Edinburg, Texas 78540

EXECUTED this the_____ day of _____, 20_____.

JUDGE MARIO E. RAMIREZ, JR., JUVENILE JUSTICE CENTER OF HIDALGO COUNTY

By: _____
Maryann Denner, Director and
Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By:_____
Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Debbie Crane Aliseda
Board of Trustees President

ATTEST:

_____
Sofia M. Pena
Board of Trustees Secretary

Approved as to form:
Walsh Gallegos Treviño Kyle & Robinson P.C.
by: Leandra C. Ortiz
Leandra C. Ortiz (Jun 5, 2023 09:41 CDT)
Leandra C. Ortiz

Attachment "A"

MCALLEN INDEPENDENT SCHOOL DISTRICT
Reservation of Student Spaces and Schedule of Payments for JJAEP
School Year 2023-2024

The McAllen Independent School District (the "District") reserves the number of spaces for the 2023-2024 students identified as Category B and Category C students using the following chart. "Yes" entries in the option selections column indicate that these students will be placed in the JJAEP. If the "No" option is selected, the JJAEP is not responsible for the education of students in these categories.

Please identify the number of full time equivalent spaces that the District wishes to reserve for the entire year, which may vary from the number of individual students who are expelled during the year.

Category of Students	**Optional Selections Yes/No**	**Number of Student Spaces Anticipated/Reserved**
Total Number of Student Spaces Anticipated for Category A Offenses (Mandatory)		10
Category B Offenses (FALL SEMESTER, Only) (Optional - Students expelled for mandatory reasons but who cannot or will not be adjudicated for that offense)		
Category B Offenses (SPRING SEMESTER, Only)		
Category C Offenses (FALL SEMESTER, Only) (Optional - Students expelled for 37.007 (b), (c), and (e) student code of conduct violation)		
Category C Offenses (SPRING SEMESTER, Only)		
Total Number of Student Spaces Reserved for Category B and C Students		10

The District agrees to budget $105.00 per student per enrolled day for the 2023-2024 school year for each non-mandatory (Category B and Category C) student space reserved in the JJAEP, the total budgeted amount being ***$40,000.00.*** The budgeted amounts will be paid by the District to the JJAEP in two equal installments for student spaces reserved. The Fall semester installment shall be due on or before September 1, 2023. The Spring Semester installment shall be due on or before January 2, 2024. Payments must be made to the Hidalgo County Treasurer, 2810 S. Business Hwy 281, Edinburg, Texas 78539-6243.

At the end of the school year, the JJAEP shall refund to the District the sum of $105.00 per student day paid by District to reserve student spaces for which no student was assigned by District to such space for any day during such school year, provided, however, that the District shall not be refunded any sums of money for any day a student of District was assigned to such space but the student did not attend. Any remaining funds held by the JJAEP shall be distributed to the HCJB and these funds shall be used at the HCJB's discretion for JJAEP programmatic and administrative purposes.

With the prior approval of the JJAEP, the District may enroll additional Category B and Category C students in the JJAEP in excess of the number of those student spaces reserved at a rate of $110.00 per student per enrolled day for each student placement in excess of spaces reserved.

In the event the JJAEP or the District's participation in the program is terminated prior to July 31, 2023, the JJAEP shall refund to the District all funds paid by District to reserve student spaces for which no student was assigned by District to such space for any day during such school year, provided, however, that District shall not be refunded any sums of money for any day a student of District was assigned to such space but the student did not attend.

Pursuant to Section 37.0081(g) of the Education Code, notwithstanding anything to the contrary contained herein, with respect to each of the District's Student's placed under Section 37.0081 of the Education Code with the JJAEP, the District shall reimburse the JJAEP for the actual cost incurred each day for the student while the student is enrolled in the JJAEP. The amounts paid as specified in the prior paragraphs of this Attachment shall be considered an estimate, and any adjustment to the amounts actually paid shall be made promptly upon the determination by the HJCB of the actual cost incurred by the JJAEP based on the HCJB's annual audit.

Attachment "B"

District's Definition of Serious or Persistent Misbehavior
Page 3, Section 3.1 C.

McAllen ISD Student Code of Conduct Definition of Serious Misbehavior or Persistent Misbehavior
A student may be expelled for engaging in documented serious misbehavior that violates the district's Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
    a. Public lewdness under Penal Code 21.07;
    b. Indecent exposure under Penal Code 21.08;
    c. Criminal mischief under Penal Code 28.03;
    d. Hazing under Education Code 37.152; or
    e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Discretionary Expulsion: Misconduct That May Result in Expulsion
Any Location a student may be expelled for:

- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
    - Aggravated assault.
    - Sexual assault.
    - Aggravated sexual assault.
    - Murder.
    - Capital murder.
    - Criminal attempt to commit murder or capital murder.
    - Aggravated robbery.
- Breach of computer security. (See **glossary**.)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for "under the influence.")
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony drug- or alcohol-related offense.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

Attachment "C"

Plan for the Transitioning of Expelled Students Prior to Completion of JJAEP Placement
Page 8, Section 14.1 & 14.2

An individual plan to provide transitional services for a student scheduled to return to a McAllen ISD school from a JJEP placement shall be developed. The written plan shall be completed prior to the student's return to home campus. The plan shall include transitioning high school students into the High School Transitional Program or the In-School Suspension Class/Program for middle school students, and will provide for academic and counseling services and shall be developed in consultation with and shared with appropriate JJAEP staff members, the student's parent(s) or guardian(s) and the home school teacher(s) assigned to work with the student.

2023-2024 District Calendar

MISD School Board Approved 1/23/23

2023

JULY

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

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		

SEPTEMBER

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

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

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

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						

2024

JANUARY

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			

FEBRUARY

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		

MARCH

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

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

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]]	

JUNE

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 28, 2023

FALL SEMESTER

1st SW	August 28, 2023	TO	October 6, 2023	29	DAYS
2nd SW	October 10, 2023	TO	November 10, 2023	24	DAYS
3rd SW	November 13, 2023	TO	December 22, 2023	25	DAYS
			TOTAL	78	DAYS

SPRING SEMESTER

4th SW	January 9, 2024	TO	February 16, 2024	29	DAYS
5th SW	February 20, 2024	TO	April 12, 2024	33	DAYS
6th SW	April 15, 2024	TO	May 31, 2024	34	DAYS
			TOTAL	96	DAYS

78 DAYS (FALL) + 96 DAYS (SPRING) = 174 DAYS

LAST DAY OF SCHOOL - May 31, 2024

REPORT CARDS (WEEK OF)

1)	October 2, 2023	4)	February 12, 2024
2)	November 6, 2023	5)	April 8, 2024
3)	December 18, 2023	6)	May 27, 2024

STAFF PROFESSIONAL LEARNING DAYS, WORKDAYS, HOLIDAYS & WEATHER DAYS

PROFESSIONAL LEARNING DAYS

1)	August 14-17, 2023	4	days
2)	August 21-24, 2023	4	days
3)	January 5, 2024	1	day
4)	February 19, 2024	1	day

TEACHER WORKDAYS

1)	August 18, 2023	1	day
2)	August 25, 2023	1	day
3)	January 8, 2024	1	day

WEATHER MAKE-UP DAYS

1)	October 9, 2023	2)	March 29, 2024

STAFF/STUDENT HOLIDAYS

September 4, 2023	Labor Day
November 20 - 24, 2023	Thanksgiving Break
December 25, 2023 - January 4, 2024	Winter Break
March 11 - 15, 2024	Spring Break
May 27, 2024	Memorial Day

STUDENT EARLY RELEASE DAYS

1)	December 22, 2023	2)	May 31, 2024

MCALLEN ISD GRADUATION DATES

TBD

LEGEND

PL = PROFESSIONAL LEARNING DAY	
W/D = WORKDAY	
HOLIDAYS	
STATE ASSESSMENT DAYS	
WEATHER DAYS	
STUDENT EARLY RELEASE DAYS	/
BEGIN SIX WEEKS	[
END SIX WEEKS	]
BEGIN SEMESTER	[[
END SEMESTER	]]
REPORT CARDS (WEEK OF)	◯

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action on Competitive Seal Proposal No. 2023-1050 Paving Improvements for McAllen High School Service Drive and Woodrow Wilson Elementary School

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District solicited proposals for paving improvements at McAllen High School and Woodrow Wilson Elementary School.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Ninety (90) contractors were invited to submit proposals, and one (1) contractor responded. On June 2, 2023, the evaluation committee, comprised of Ruben Treviño, Executive Director for Facilities Maintenance & Operations; Melissa Ortiz, Project Manager for Facilities Maintenance & Operations; Alexandra Molina, Executive Director for Child Nutrition and Purchasing; Elizabeth Cabrera, Purchasing Coordinator; and Graciela Garza, Senior Buyer, evaluated the proposals and is recommending that the Board award this contract to GST Construction, Inc. from Edinburg, TX.

LEGAL REVIEW:

A draft copy of the AIA contract is attached.

BUDGETARY CONSIDERATIONS:

The contract price for this project after negotiating a best and final offer is $355,305.50 which includes a $30,000.00 contingency. Funds for this project are available through the General Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Competitive Sealed Proposal No. 2023-1050 Paving Improvements for McAllen High School Service Drive and Woodrow Wilson Elementary School to GST Construction, Inc. from Edinburg, TX.

SUBMITTED BY: _____ **SUPERVISOR:** Alejandra Gonzalez (Jun 6, 2023 20:39 CDT)

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

Approved for presentation to the Board of Education:

_____
Superintendent of Schools

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 _____ day of _____ in the year TWO THOUSAND TWENTY-____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

McAllen Independent School District, a public school district and political subdivision of the State of Texas
2000 North 23rd Street
McAllen, Texas 78501

and the Contractor:
(Name, legal status, address and other information)

_____, a _____ of the State of _____
[Address]
[Address continued]
Phone: _____
Fax: _____
E-mail: _____

for the following Project:
(Name, location and detailed description)

_____
_____
_____

The Architect:
(Name, legal status, address and other information)

_____, a _____ of the State of _____
[Address]
[Address continued]
Phone: _____
Fax: _____
E-mail: _____

The Owner and Contractor agree as follows.

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.

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A MODIFIED AIA DOCUMENT A201-2017, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
EXHIBIT B CONTRACTOR'S PROPOSAL
EXHIBIT C PAYMENT AND PERFORMANCE BONDS
EXHIBIT D CONTRACTOR'S INSURANCE CERTIFICATES
EXHIBIT E DRAWINGS
EXHIBIT F SPECIFICATIONS

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 Walsh Gallegos Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement, General Conditions of the Contract, Supplementary Conditions, other Conditions, and Project Manual to the extent they are consistent with other portions of the Contract Documents, 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. The order of precedence of the Contract Documents shall be as set out in Section 1.2.4 of the AIA Document A201-2017.

§ 1.2 The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute a Change Order or construction Change Directive modifying the Contract Sum, or to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorities to sign documents on behalf of the Board of Trustees, following appropriate Board action: Superintendent or other Board designee.

§ 1.3 The Board designates the authorized representatives identified in Paragraph 8.2 to act on its behalf in other respects.

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.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

Final Completion shall be thirty (30) calendar days after the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents.

§ 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:

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 _____AND __/100 DOLLARS ($_____), 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)

§ 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: FIVE HUNDRED AND 00/100 DOLLARS ($500.00).

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

§ 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 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.

§ 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 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;

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

.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, or amounts certified by the Architect and disputed by the Owner; 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.)

Five Percent (5%) if the amount set forth in Section 4.1 above for the Contract Sum is at least Four Hundred Thousand Dollars ($400,000) and Ten Percent (10%) if the amount is less than Four Hundred Thousand Dollars ($400,000)

§ 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.)
N/A

§ 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.)

After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon approval of its Board of Trustees and acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

§ 5.1.7.3
(Paragraphs deleted)
Retainage is not due to the Contractor until thirty-one (31) days after Final Payment for the Work as set out in Section 9.10 of AIA Document A201-2017.

§ 5.1.8 [Paragraph Deleted.]

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§5.10 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts, and fees at any time.

§5.11 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost of completing incomplete Work and the value of unsettled claim.

§ 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 Payment;

.4 Contractor has provided the following documents:

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

.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 thirty-one (31) days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

(Paragraphs deleted)

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 *(Paragraphs deleted)*
A201–2017.

§ 6.2 Binding Dispute Resolution

For any Claim 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.

§ 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.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

§ 7.1.1
(Paragraphs deleted)
[Paragraph Deleted.]

§ 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)

Mr. Ruben Treviño
Executive Director of Facilities, Maintenance, and Operations
McAllen Independent School District
2000 N. 23rd St.
McAllen, Texas 78501-6126
Phone: 956-618-6000
Fax: _____
E-mail: ruben.trevino@mcallenisd.net

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

[Name]
[Title]
_____
[Address]
[Address continued]
Phone: _____
Fax: _____
E-mail: _____

§ 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 A201™–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 Article 11 of the AIA Document A201™–2017, General Conditions of the Contract of Construction, and elsewhere in the Contract Documents. The original bonds required herein are attached to the this Agreement as Exhibit C, upon execution of the Agreement.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or
(Paragraphs deleted)
in any other format agreed to by the Owner, Contractor and Architect in writing.

§ 8.7 Other provisions:

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

§ 8.7.1 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at $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 associations 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 [Subsection Deleted.]

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings. The Drawings are those prepared by _____ dated _____ and which are listed in the Index of Drawings attached hereto as **Exhibit E**, which are incorporated herein by reference.

Number	Title	Date

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

.6 Specifications. The Specifications are those prepared by _____dated _____ and which are listed in the Table of Contents attached hereto as **Exhibit F**, which are incorporated herein by reference.

Section	Title	Date	Pages

.7 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.

.8 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
Not Applicable			

NOTE: Any Supplementary Conditions or other Conditions of this Contract listed above, the Project Manual or other terms or conditions attempted to be incorporated into this Contract, which contradict or conflict with the terms of this document or the terms and conditions set out in the AIA Document A201™–2017, General Conditions of the Contract for Construction shall be void and subordinate to the terms set out in the AIA Document A201™–2017, General Conditions of the Contract for Construction.

.9 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.)

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

EXHIBIT A	**MODIFIED AIA DOCUMENT A201-2017, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**
EXHIBIT B	**CONTRACTOR'S PROPOSAL**
EXHIBIT C	**PAYMENT AND PERFORMANCE BONDS**
EXHIBIT D	**CONTRACTOR'S INSURANCE CERTIFICATES**
EXHIBIT E	**DRAWINGS**
EXHIBIT F	**SPECIFICATIONS**

This Agreement entered into as of the day and year first written above.

MCALLEN INDEPENDENT SCHOOL DISTRICT		_____
OWNER *(Signature)*		**CONTRACTOR** *(Signature)*
Tony Forina, Board President, Board of Trustees, McAllen Independent School District		
(Printed name and title)		*(Printed name and title)*

DRAFT

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

Additions and Deletions Report for

AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:45:40 ET on 12/05/2022.

PAGE 1

AGREEMENT made as of the _____ day of _____ in the year TWO THOUSAND TWENTY-_____

...

McAllen Independent School District, a public school district and political subdivision of the State of Texas
2000 North 23rd Street
McAllen, Texas 78501

...

(Name, legal status, address and other information)

_____, a _____ of the State of _____
[Address]
[Address continued]
Phone: _____
Fax: _____
E-mail: _____

...

_____
_____
_____

...

_____, a _____ of the State of _____
[Address]
[Address continued]
Phone: _____
Fax: _____
E-mail: _____

PAGE 2

Additions and Deletions Report for AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

EXHIBIT A	~~INSURANCE AND BONDS~~MODIFIED AIA DOCUMENT A201-2017, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
EXHIBIT B	CONTRACTOR'S PROPOSAL
EXHIBIT C	PAYMENT AND PERFORMANCE BONDS
EXHIBIT D	CONTRACTOR'S INSURANCE CERTIFICATES
EXHIBIT E	DRAWINGS
EXHIBIT F	SPECIFICATIONS

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 Walsh Gallegos Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

DRAFT

Additions and Deletions Report for AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

PAGE 3

~~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.~~**§ 1.1** The Contract Documents consist of this Agreement, General Conditions of the Contract, Supplementary Conditions, other Conditions, and Project Manual to the extent they are consistent with other portions of the Contract Documents, 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. The order of precedence of the Contract Documents shall be as set out in Section 1.2.4 of the AIA Document A201-2017.

§ 1.2 The Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute a Change Order or construction Change Directive modifying the Contract Sum, or to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorities to sign documents on behalf of the Board of Trustees, following appropriate Board action: Superintendent or other Board designee.

§ 1.3 The Board designates the authorized representatives identified in Paragraph 8.2 to act on its behalf in other respects.

...

[**X**] Established as follows:

...

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

...

[ ] By the following date:

Final Completion shall be thirty (30) calendar days after the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents.

PAGE 4

§ 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 ~~($)~~, _____ AND __/100 DOLLARS ($_____), subject to additions and deductions as provided in the Contract Documents.

...

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

Additions and Deletions Report for AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

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: FIVE HUNDRED AND 00/100 DOLLARS ($500.00).

PAGE 5

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 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.

...

§ 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:~~

month.

§ 5.1.3 ~~Provided that an Application for Payment is received by~~ The Contractor shall submit monthly Applications for Payment to the Architect not later than the ~~day of a month, the Owner shall make payment of the amount certified~~ 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 ~~the ( ) day of the ( ) month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~

~~(Federal, state or local laws may require payment within a certain period of time.)~~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.

...

.1 That portion of the Contract Sum properly allocable to completed ~~Work;~~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 ~~That~~ 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, ~~if approved in advance by the Owner,~~ suitably stored off the site at a location agreed upon in writing; and

PAGE 6

.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;~~ A201–2017, or amounts certified by the Architect and disputed by the Owner; and

...

Five Percent (5%) if the amount set forth in Section 4.1 above for the Contract Sum is at least Four Hundred Thousand Dollars ($400,000) and Ten Percent (10%) if the amount is less than Four Hundred Thousand Dollars ($400,000)

...

Additions and Deletions Report for AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

N/A

...

After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon approval of its Board of Trustees and acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

§ 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.)*~~

Retainage is not due to the Contractor until thirty-one (31) days after Final Payment for the Work as set out in Section 9.10 of AIA Document A201-2017.

§ 5.1.8 ~~If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.~~[Paragraph Deleted.]

...

§5.10 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts, and fees at any time.

§5.11 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost of completing incomplete Work and the value of unsettled claim.

§ 5.2.1 Final payment, ~~constituting the entire unpaid balance of the Contract Sum, shall~~ shall not be made by the Owner to the Contractor ~~when~~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 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.~~the Architect; and

.6 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

Additions and Deletions Report for AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~ thirty-one (31) days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~

Payment.
PAGE 7

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~
~~*(Insert rate of interest agreed upon, if any.)*~~

~~%~~ 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.

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document ~~A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.~~
~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

A201–2017.

...

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:

...

[X] Litigation in a court of competent jurisdiction

...

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.

§ 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.
PAGE 8

§ 7.1.1 ~~If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:~~
~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

[Paragraph Deleted.]

Additions and Deletions Report for AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

...

Mr. Ruben Treviño
Executive Director of Facilities, Maintenance, and Operations
McAllen Independent School District
2000 N. 23rd St.
McAllen, Texas 78501-6126
Phone: 956-618-6000
Fax:
E-mail: ruben.trevino@mcallenisd.net

...

[Name]
[Title]

[Address]
[Address continued]
Phone:
Fax:
E-mail:

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document ~~A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds,~~ A201™–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 Exhibit A,~~ Article 11 of the AIA Document A201™–2017, General Conditions of the Contract of Construction, and elsewhere in the Contract Documents. The original bonds required herein are attached to the this Agreement as Exhibit C, upon execution of the Agreement.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or ~~as otherwise set forth below:~~
~~*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

in any other format agreed to by the Owner, Contractor and Architect in writing.
PAGE 9

§ 8.7.1 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at $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.

Additions and Deletions Report for AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

§ 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 associations during the term of this Agreement. This provision does not apply to sole proprietorships.

...

.2 ~~AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~ [Subsection Deleted.]

...

.5 Drawings. The Drawings are those prepared by _____ dated _____ and which are listed in the Index of Drawings attached hereto as **Exhibit E**, which are incorporated herein by reference.

PAGE 10

.6 Specifications. The Specifications are those prepared by _____ dated _____ and which are listed in the Table of Contents attached hereto as **Exhibit F**, which are incorporated herein by reference.

...

Not Applicable

NOTE: Any Supplementary Conditions or other Conditions of this Contract listed above, the Project Manual or other terms or conditions attempted to be incorporated into this Contract, which contradict or conflict with the terms of this document or the terms and conditions set out in the AIA Document A201™–2017, General Conditions of the Contract for Construction shall be void and subordinate to the terms set out in the AIA Document A201™–2017, General Conditions of the Contract for Construction.

PAGE 11

Additions and Deletions Report for AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

EXHIBIT A	**MODIFIED AIA DOCUMENT A201-2017, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**
EXHIBIT B	**CONTRACTOR'S PROPOSAL**
EXHIBIT C	**PAYMENT AND PERFORMANCE BONDS**
EXHIBIT D	**CONTRACTOR'S INSURANCE CERTIFICATES**
EXHIBIT E	**DRAWINGS**
EXHIBIT F	**SPECIFICATIONS**

MCALLEN INDEPENDENT SCHOOL DISTRICT		_____

...

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

DRAFT

Additions and Deletions Report for AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:45:40 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (793592913)

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

McAllen Independent School District, a public school district and political subdivision of the State of Texas
2000 North 23rd Street
McAllen, Texas 78501

THE ARCHITECT:
(Name, legal status and address)

_____, a _____ of the State of _____
[Address]
[Address continued]
Phone: _____
E-mail: _____

THE CONTRACTOR/CONSTRUCTION MANAGER

_____, a _____ of the State of _____
[Address]
[Address continued]
Phone: _____
E-mail: _____

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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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 Walsh Gallegos Trevino Kyle & Robinson, P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

DRAFT

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

DRAFT

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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, 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.

§ 1.1.3 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.

§ 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.

§ 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.

DRAFT

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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".

.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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

.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 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 protocols governing the transmission and use of 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.

§ 2.1.3 The Contractor acknowledges that no lien rights exist with respect to public property.

§ 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.

§ 2.2.2 [Paragraph Deleted.]

§ 2.2.3 [Paragraph Deleted.]

§ 2.2.4 [Paragraph 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 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

damages any utilities during construction, the Contractor shall immediately repair the same at its sole cost and expense.

§ 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 defective or not in accordance with the requirements of the Contract Documents as required by Section 12.2, fails to timely carry out Work in accordance with the Contract Documents or is in default of any of its material obligations hereunder, 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 authorized to do business in the state of Texas and 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, or in the case of a Construction Manager-at-Risk, the Construction Manager-at-Risk, or its authorized representative.

§ 3.1.2 The Contractor shall perform the Work in a good and workmanlike manner and 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 Owner or Owner's consultants, if applicable, conducted in accordance with the Contract Documents or 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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; however, nothing in this section shall provide the Contractor with an affirmative claim for damages for delay by Owner or Architect, as such a claim is prohibited under this Contract. 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 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 assign a Superintendent who shall make decisions on behalf of the Contractor and its subcontractors. The Superintendent shall be on the Project, in this capacity, at all times while Work on the Project is in progress. 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 written notice to the Owner and Architect, and shall propose 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 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 qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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.

(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).

§ 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 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)

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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

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 proposals 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**.

(Paragraphs deleted)

§ 3.7.4 Claims for 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

continue with all other operations that do not affect those remains or features. Requests for adjustments in the 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.

§ 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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.

§ 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 or Guaranteed Maximum Price, as applicable, all contracts previously entered into by Owner shall be assigned by Owner to the Contractor who shall accept

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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.

§ 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.

§ 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 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, in writing, 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 written 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 cause such services or certifications to be provided by an appropriately licensed design professional, 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 Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and, if required by the Architect or applicable law, by a licensed engineer The Owner and the Architect shall be entitled to rely upon the adequacy, completeness and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10.1, 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 results in Work that is in accordance with the Contract Documents. All areas requiring 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

DRAFT

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 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, 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

§ 3.18.1 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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.

§ 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.

§ 3.18.4 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 WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER SECTION 3.18.1.

§ 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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, 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,

§ 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 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 observations, the Architect will keep the Owner informed about the progress and quality of the Work. The Architect shall promptly report to the Owner and Contractor orally regarding: (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, in accordance with the Contract Documents, 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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. 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 Guaranteed Maximum Price, 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 Upon written request of the Owner or Contractor, the Architect will issue its interpretation of the requirements of the plans and specifications. 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 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, in writing, 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 shall notify the Contractor in writing, 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. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

§ 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. When the parties agree on a proposed substitute Subcontractor reasonably capable of performing the Work, the 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 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 and 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 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 any unperformed 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 may, in the Owner's sole discretion, 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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.

§ 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 by the Owner and Contractor. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 [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 Owner 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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.

§ 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 or Guaranteed Maximum Price 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 (the Guaranteed Maximum Price, as applicable) 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 (the Guaranteed Maximum Price, as applicable) and Contract Time being adjusted as provided in Section 7.3.3.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 (or the Guaranteed Maximum Price, as applicable), 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

.4 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 (or the Guaranteed Maximum Price, as applicable), 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 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 (or the Guaranteed Maximum Price, as applicable), 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and/or the 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 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 reflecting the Agreement of the Owner and Contractor. 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 Contract Time. 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 (or Guaranteed Maximum Price Amendment, as applicable) 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 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 Day. 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 stipulates 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.

§ 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 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 or the Guaranteed Maximum Price Amendment in the case of a Construction Manager at Risk Contract 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.

§ 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 may be equitably adjusted by written agreement between the Owner and Contractor, executed prior to an order being placed based on the unit prices.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, as applicable, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment or, in the case of a Guaranteed Maximum Price, concurrent with the Guaranteed Maximum Price Proposal, 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, or the Owner, 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 In accordance with the requirements of Section 5.1 of the Agreement, 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.

§ 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 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 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;

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

.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 OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS PREVIOUSLY MADE BY THE OWNER TO CONTRACTOR 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 in writing, 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.*

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

§ 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.

§ 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;
- **.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, the Contractor 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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, 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, 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 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 Architect shall so notify the Contractor and Owner in writing, and 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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.

§ 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 expressly 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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) its 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 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, 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;
- **.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.

§ 9.10.4
(Paragraphs deleted)
[Paragraph 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 asserted pursuant to Article 15 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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.

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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 maintain good order among its employees and its Subcontractors, shall confine its employees and Subcontractors to such work areas, roads and gates as directed by the Owner, take reasonable and necessary 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

.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.

§ 10.2.5 [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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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.

§ 10.3.6 [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 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

§ 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

Workmen's Compensation: (Including Waiver of Subrogation Endorsement)	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
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.	
Professional Liability for Construction Manager-At-Risk. In addition to the coverage and limits provided above, if these General Conditions are incorporated into the AIA Document A133™–2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor *where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*, the Construction Manager shall also provide Professional Liability Insurance covering negligent acts, errors and omissions in the performance of professional services during the pre-construction phase, with policy limits of not less than One Million Dollars ($1,000,000.00) per claim and Two Million Dollars ($2,000,000.00) in the aggregate.	

§ 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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.

§ 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.

§ 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

.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 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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)]

§ 11.1.10 [Paragraph Deleted.]

§ 11.2 Owner's Insurance [Paragraph Deleted.]

(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.

(Paragraphs deleted)

§ 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.

§ 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 or, in the case of a Construction Manager, as required by Section 14.3.3 of the AIA Document A133-2019.

§ 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 [Paragraph Deleted.]

(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 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 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 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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
- **.4** [Subsection Deleted.]

§ 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 for materials or labor 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 Contractor's premises and remove the same therefrom. No election hereunder shall be construed as a waiver of any rights or remedies of the Owner 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 or Guaranteed Maximum Price (if the Project is a Construction Manager at Risk project), then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to 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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 may 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.

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.]

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 (or Guaranteed Maximum Price, as applicable), if permitted, and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of the Contractor 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.

§ 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.

(Paragraphs deleted)

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 15.1.7 Calculating Claims For Damages

Except as otherwise provided in this Agreement, in calculating the amount of any Claim recoverable by the Contractor, the following standards will apply:

.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.

§ 15.2.5 [Paragraph Deleted.]

§ 15.2.6 [Paragraph Deleted.]

§ 15.2.6.1 [Paragraph 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 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.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 or as applicable, the Construction Manager 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)*		**CONSTRUCTION MANAGER** *(Signature)*
Tony Forina, Board President, Board of Trustees, McAllen Independent School District		
(Printed name and title)		*(Printed name and title)*

(Paragraphs deleted)

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

Additions and Deletions Report for

AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:51:12 ET on 12/05/2022.

PAGE 1

(Name, legal status and address)

McAllen Independent School District, a public school district and political subdivision of the State of Texas
2000 North 23rd Street
McAllen, Texas 78501

...

(Name, legal status and address)

_____, a _____ of the State of _____
[Address]
[Address continued]
Phone: _____
E-mail: _____

THE CONTRACTOR/CONSTRUCTION MANAGER

_____, a _____ of the State of _____
[Address]
[Address continued]
Phone: _____
E-mail: _____

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

PAGE 2

15 CLAIMS AND DISPUTES

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 Walsh Gallegos Trevino Kyle & Robinson, P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

PAGE 10

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.

...

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~~ 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.

PAGE 11

§ 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.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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.

...

§ 1.2.1.2 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.
.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.

Terms capitalized in these General Conditions include those that ~~are~~ are: (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

PAGE 12

In the interest of ~~brevity~~ 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.

...

§ 1.6.1 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 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.

PAGE 13

The parties shall agree upon protocols governing the transmission and use of 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,~~ 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

~~**Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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.**~~[Paragraph Deleted.]

...

§ 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 matters requiring the Owner's approval or authorization.~~ 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 ~~such authority.~~ the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized 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.

§ 2.1.3 The Contractor acknowledges that no lien rights exist with respect to public property.

...

§ 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~~

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

~~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.~~[Paragraph Deleted.]

§ 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.~~[Paragraph Deleted.]

§ 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.~~[Paragraph Deleted.]

...

§ 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 ~~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.

§ 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.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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.

PAGE 14

If the Contractor fails to correct Work that is defective or not in accordance with the requirements of the Contract Documents as required by ~~Section 12.2 or repeatedly~~ Section 12.2, fails to timely carry out Work in accordance with the Contract ~~Documents,~~ Documents or is in default of any of its material obligations hereunder, 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.

...

~~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 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.

PAGE 15

§ 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 authorized to do business in the state of Texas and 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

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, or in the case of a Construction Manager-at-Risk, the Construction Manager-at-Risk, or its authorized representative.

§ 3.1.2 The Contractor shall perform the Work in a good and workmanlike manner and 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 Owner or Owner's consultants, if applicable, conducted in accordance with the Contract Documents or 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.

...

§ 3.2.1 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.~~ 15; however, nothing in this section shall provide the Contractor with an affirmative claim for damages for delay by Owner or Architect, as such a claim is prohibited under this Contract. 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

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

performed such obligations. If the Contractor performs those 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.

PAGE 16

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall assign a Superintendent who shall make decisions on behalf of the Contractor and its subcontractors. The Superintendent shall be on the Project, in this capacity, at all times while Work on the Project is in progress. 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 written 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.

...

§ 3.3.4 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

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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.

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for 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

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 required by Texas Government Code Section 2258.023(b).

~~**§ 3.4.3** 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.~~**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

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 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

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 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.

PAGE 20

§ 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

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 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.

PAGE 21

§ 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.

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~~

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

~~go into effect.~~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.** **PAGE 22**

§ 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.~~proposals 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.~~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 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~~

~~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 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.~~

§ 3.7.4 Claims for 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

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 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.

PAGE 23

.3 ~~whenever~~ 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 ~~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 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.

...

§ 3.9.1 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 ~~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~~

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

~~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.

PAGE 24

§ 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. 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.~~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.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 or Guaranteed Maximum Price, as applicable, 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.

PAGE 25

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and ~~Architect.~~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.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

...

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,~~ 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.

PAGE 26

§ 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 ~~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. 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.

...

§ 3.12.6 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.

...

§ 3.12.8 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~~ Architect, in writing, 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 written notice, the Architect's approval of a resubmission shall not apply to such revisions.

PAGE 27

§ 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, 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 Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawings are prepared and, if required by the Architect or applicable law, by a licensed engineer The Owner and the Architect shall be entitled to rely upon the ~~adequacy~~ adequacy, completeness 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~~

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

~~design criteria that such services must satisfy. Pursuant to this Section 3.12.10,~~ professionals. Pursuant to this Section 3.12.10.1, 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.

...

§ 3.12.10.3 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, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.~~**§ 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.

...

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together ~~properly.~~ properly, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Contract Documents. All areas requiring 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.
PAGE 28

§ 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 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,

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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.

...

The Contractor shall provide the ~~Owner and Architect~~ Owner, 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.

...

~~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.

...

§ 3.18.1 ~~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,

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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.

§ 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.

§ 3.18.4 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 WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER SECTION 3.18.1.

§ 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

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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, 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.

PAGE 30

§ 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.~~

...

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 ~~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.

§ 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. 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.~~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.

§ 4.2.3 On the basis of the site ~~**visits,**~~ observations, the Architect will keep the Owner ~~**reasonably**~~ informed about the progress and quality of the ~~**portion of the Work completed, and**~~ Work. The Architect shall promptly report to the Owner and Contractor orally regarding: (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. The Architect will not**~~ 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.**~~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.

PAGE 31

~~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 by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. ~~The Contract Documents may specify other communication protocols.~~

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, in accordance with the Contract Documents, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 ~~while allowing~~ 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. 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 Change Orders and Construction Change Directives, and~~ 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 Guaranteed Maximum Price, 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;~~ 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 for approval by the Owner.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

PAGE 32

§ 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.~~ Upon written request of the Owner or Contractor, the Architect will issue its interpretation of the requirements of the plans and specifications. 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. ~~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.~~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.~~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.

PAGE 33

§ 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~~ Architect, in writing, 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~~ shall notify the Contractor in writing, 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. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner.

...

§ 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~~ When the parties agree on a proposed substitute Subcontractor 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 ~~if the Owner or Architect makes reasonable objection to such substitution.~~without providing reasonable written notice to the Owner and 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.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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.

PAGE 34

~~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. 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.~~**§ 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 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.

...

§ 5.4.1 Each subcontract agreement for ~~a~~ any unperformed 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 ~~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 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.~~Contract; and

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

.3 The Subcontractor provides bonds as required by law of prime contractors and by Owner.

...

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation ~~shall~~ may, in the Owner's sole discretion, 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. ~~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.~~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.

PAGE 35

§ 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.

...

§ 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.~~ agreement by the Owner and Contractor. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 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.~~[Paragraph Deleted.]

...

§ 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

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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. ~~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 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.

§ 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 as provided in Section 10.2.5.~~Contractor.

...

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~~ Owner will allocate the cost among those responsible.

...

§ 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. A Construction Change Directive~~ 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.

PAGE 36

§ 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.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

...

Methods used to determine adjustments to the Contract Sum or Guaranteed Maximum Price 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.

§ 7.3.1 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 (the Guaranteed Maximum Price, as applicable) 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 accordingly.~~(the Guaranteed Maximum Price, as applicable) and Contract Time being adjusted as provided in Section 7.3.3.

PAGE 37

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract ~~Sum,~~ Sum (or the Guaranteed Maximum Price, as applicable), the adjustment shall be based on one of the following methods:

...

.2 Unit prices stated in the Contract Documents or subsequently agreed ~~upon;~~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;~~ fee, subject to the limitations of subparagraph 7.1.4; or

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract ~~Sum,~~ Sum (or the Guaranteed Maximum Price, as applicable), 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~~ 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 ~~Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance,~~ Actual documented costs of labor, including applicable payroll taxes and other employee costs approved by ~~the Architect;~~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 ~~Costs~~ 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 ~~Costs~~ 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 ~~Costs~~ Actual documented costs of supervision and field office personnel directly attributable to ~~the change.~~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.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 (or the Guaranteed Maximum Price, as applicable), 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.~~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~~ and/or the 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 ~~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.

§ 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 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.~~ Order reflecting the Agreement of the Owner and Contractor. Change Orders may be issued for all or any part of a Construction Change Directive.

PAGE 38

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

~~The~~ 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.

...

§ 8.1.1 Contract Time. 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 ~~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 (or Guaranteed Maximum Price Amendment, as applicable) 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.~~**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 Day. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
PAGE 39

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor ~~confirms~~ stipulates 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 and Owner.~~Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

...

§ 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.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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~~ may be extended for such reasonable time as the Architect ~~may determine.~~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 ~~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

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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.

PAGE 40

§ 9.1.1 The Contract Sum is stated in the Agreement or the Guaranteed Maximum Price Amendment in the case of a Construction Manager at Risk Contract 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.

§ 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.~~may be equitably adjusted by written agreement between the Owner and Contractor, executed prior to an order being placed based on the unit prices.

PAGE 41

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, as applicable, the Contractor shall submit a schedule of values to the Architect before the first Application for ~~Payment,~~ Payment or, in the case of a Guaranteed Maximum Price, concurrent with the Guaranteed Maximum Price Proposal, 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, or the Owner, 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.

...

§ 9.3.1 ~~At least ten days before the date established for each progress payment,~~ In accordance with the requirements of Section 5.1 of the Agreement, 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 ~~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 properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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 a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~has not been invoiced by a Subcontractor or supplier, unless such Work 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~~ 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;

.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

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS PREVIOUSLY MADE BY THE OWNER TO CONTRACTOR 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.

PAGE 42

§ 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 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;~~ Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner in writing, 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, ~~that, to the best of the Architect's knowledge, information, and belief,~~ 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.~~ 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 by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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.

PAGE 43

.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.~~ 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 ~~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~~ the Contractor 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, 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.

PAGE 44

§ 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.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

...

§ 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.

PAGE 45

~~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' 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 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.~~**§ 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 entitled.

...

§ 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.~~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

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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.

...

§ 9.8.3 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 Architect shall so notify the Contractor and Owner in writing, and 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,~~ 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~~ 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. ~~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.

PAGE 46

§ 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 ~~required by the Contract Documents. When the Contractor considers a portion substantially complete, the~~

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

~~Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2.~~ 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.

...

§ 9.9.3 Unless ~~otherwise agreed upon,~~ expressly 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.~~Documents, nor shall it constitute evidence of Substantial Completion or Final Completion.

...

§ 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 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~~ its 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 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) ~~if required~~ 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, 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);

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

.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 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.~~[Paragraph 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~~ asserted pursuant to Article 15 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,

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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.
PAGE 48

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the ~~Contract.~~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.
PAGE 49

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 10.2.1 The Contractor shall maintain good order among its employees and its Subcontractors, shall confine its employees and Subcontractors to such work areas, roads and gates as directed by the Owner, take reasonable and necessary precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees ~~on the Work~~ on the 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;

...

.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.

...

§ 10.2.3 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 ~~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.~~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.~~[Paragraph Deleted.]

PAGE 50

~~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 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.~~**§ 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.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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.

...

§ 10.3.1 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 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 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. ~~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.

§ 10.3.3 To the ~~fullest extent permitted by law,~~ 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. ~~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.

§ 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.~~[Paragraph Deleted.]

PAGE 51

~~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.

§ 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.

...

§ 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 ~~jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as~~

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

~~additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~State of Texas.

Workmen's Compensation: (Including Waiver of Subrogation Endorsement)	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
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.	
Professional Liability for Construction Manager-At-Risk. In addition to the coverage and limits provided above, if these General Conditions are incorporated into the AIA Document A133™–2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor *where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*, the Construction Manager shall also provide Professional Liability Insurance covering negligent acts, errors and omissions in the performance of professional services during the pre-construction phase, with policy limits of not less than One Million Dollars ($1,000,000.00) per claim and Two Million Dollars ($2,000,000.00) in the aggregate.	

§ 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~~

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

~~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.

§ 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.~~
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.

§ 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.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

.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 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;

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

.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)]

§ 11.1.10 [Paragraph Deleted.]

§ 11.2 Owner's Insurance [Paragraph Deleted.]

~~**§ 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.~~

~~**§ 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.~~

PAGE 55

~~**§ 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~~

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

~~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 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 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.

§ 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 or, in the case of a Construction Manager, as required by Section 14.3.3 of the AIA Document A133-2019.

§ 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

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

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 [Paragraph Deleted.]

~~**§ 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.~~

PAGE 56

§ 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 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 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.

...

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.~~expense and will be subject to offset by the Owner at Final Payment.

...

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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. The Owner shall give such notice promptly after discovery of the condition.~~ 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 ~~and to make a claim for breach of warranty.~~ 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.

PAGE 57

§ 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.

...

§ 12.2.6 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.

§ 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.

PAGE 58

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.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

...

§ 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. ~~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 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.

...

§ 13.4.1 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.~~ 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 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.

PAGE 59

~~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 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.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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.

PAGE 60

§ 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~~ of undisputed sums due on an approved Certificate for Payment within the time stated in the Contract Documents; or

.4 ~~The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~[Subsection Deleted.]

§ 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, 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.~~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 ~~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.

§ 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 ~~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.

PAGE 61

.2 fails to make payment to Subcontractors or suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

...

.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;

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

.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,~~ 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:

...

.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 Contractor's premises and remove the same therefrom. No election hereunder shall be construed as a waiver of any rights or remedies of the Owner 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 ~~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 or Guaranteed Maximum Price (if the Project is a Construction Manager at Risk project), 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~~ 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.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 14.3.2 The Contract Sum and Contract Time ~~shall~~ may 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

...

§ 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.

...

§ 14.4.3 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.~~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.

...

§ 15.1.2 Time Limits on Claims

~~**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.**~~[Paragraph Deleted.]

PAGE 63

§ 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~~ 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.~~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.

...

§ 15.1.4.1 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.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 15.1.4.2 The Contract Sum (or Guaranteed Maximum Price, as applicable), if permitted, and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of ~~either party~~ the Contractor 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. 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.

...

§ 15.1.6.2 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 had an adverse effect on the scheduled construction.~~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.

~~**§ 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** 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~~

~~**.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.~~

~~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 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.1.7 Calculating Claims For Damages

Except as otherwise provided in this Agreement, in calculating the amount of any Claim recoverable by the Contractor, the following standards will apply:

.1 No indirect or consequential damages will be allowed.

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

.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.

§ 15.2.1 ~~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~~ 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.

§ 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. ~~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.~~[Paragraph Deleted.]

§ 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.~~[Paragraph Deleted.]

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

§ 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.~~[Paragraph Deleted.]

PAGE 64

§ 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.

PAGE 65

§ 15.3.5 Nothing herein shall preclude the Owner or the Contractor or as applicable, the Construction Manager 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

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

.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)*		**CONSTRUCTION MANAGER** *(Signature)*
Tony Forina, Board President, Board of Trustees, McAllen Independent School District		
(Printed name and title)		*(Printed name and title)*

~~**§ 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 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~~

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

~~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.~~

DRAFT

Additions and Deletions Report for AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 17:51:12 ET on 12/05/2022 under Order No.3104236826 which expires on 04/24/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: CLOUD TEMPLATE 08-18-17 (1869689650)

Vendor Names		GST Construction, Inc.
Maximum points	100.00	79.50
Price	**60**	**60**
Price		$355,305.50
Total		$355,305.50
Offeror's experience and reputation	**18**	**3**
Three (3) K-12 reference forms (LI4)	1.5	0
Rating of 2 or better; plus similar scope and size (0.25 pts for scope; 0.25 pts for size)		*No MISD reference forms submitted. He submitted other refernces letters*
Three (3) Supplier Reference Letters (LI4)	1.5	0
		Suppliers list submitted without reference letters.
Claims, judgments, arbitration proceedings or suits (L5)	1	1
		Response = "none"
Three (3) current or past K-12 projects (LI6)	12	0
		No ISD's listed
Two (2) Non K-12 projects (LI7)	2	2
Quality of the offeror's goods or services	**3**	**2**
Repeat business for similar scope/size (LI9)	2	2
Current or past MISD projects (L8)	1	0
		None
The impact on the ability of the district to comply with rules relating to historically underutilized businesses - HUB (A32)	**1**	**0**
		Not HUB
Offeror's safety record	**6**	**2.5**
"OSHA Form 300 Log (LI17)	1.5	0
		Submitted letter stating they have not had any accidents but not OSHA logs
Safety program manual and/or procedures. (LI18)	1	0
		Submitted letter stating they do not have a Safety Progam or Procedures
Drug/alcohol prevention policy and/or procedures. (LI19)	1	0
		Submitted letter stating they do not have Drug/Alcohol prevention progam
"Workers Compensation Experience Rating" (LI16)	1.5	1.5
		Submitted a letter,Company size does not require Worker's comp Plan
Frequency of safety inspections (LI10)	1	1
		once a week
Offeror's Proposed Personnel	**8**	**8**
Staff experience (industry) (LI12)	4	4
Staff experience (firm) (LI12)	4	4
Whether the offeror's financial capability is appropriate to the size and scope of the project	**2**	**2**
Financial Statement (LI21)	1	1
Surety Letter (LI20)	1	1
Any other relevant factors specifically listed in the CSP	**2**	**2**
On-time project completion (LI 6-9)	1	1
Projects currently in progress. (LI13)	1	1

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action of the 2022-2023 Ratification of the Waivers Approved by the Superintendent

REFERENCE: Goal 4: Financial Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On May 22, 2023, the Board of Trustees approved the Superintendent as designee for approval of the Texas Education Agency waivers.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Superintendent approved forty-six (46) waivers for low attendance. The waivers are required to be submitted to the Texas Education Agency for consideration of approval before the end of July 2023.

LEGAL REVIEW:

None

BUDGETARY CONSIDERATIONS:

If accepted by the Texas Education Agency these low attendance waivers will improve our ADA funding by approximately $127,937.45.

RECOMMENDED BOARD ACTION:

Administration is recommending that the Board of Trustees approve the 2022-2023 ratification of the waivers approved by the Superintendent.

SUBMITTED BY: _____ **SUPERVISOR:** Alejandra Gonzalez (Jun 6, 2023 20:35 CDT)

For further information contact:
Name: Roberto García, MBA
Office: (956) 657-2843
email: roberto.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

_____
Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action on Third Amendment to Contract No. 2022-194 Park Place Recreation Designs, Inc.

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On June 13, 2022 the Board of Trustees approved Contract 2022-194 Park Place Recreation Designs, Inc. for an inclusive playground at Jose De Escandon Elementary through 2022-1054 Request for Cooperative Quotes ("RFCQ").

On January 23, 2023 the Board of Trustees approved the First Amendment to Contract Park Place Recreation Designs, Inc. to extend the term until May 19, 2023.

On May 8, 2023 the Board of Trustees approved the Second Amendment to Contract Park Place Recreation Designs, Inc. to extend the term until June 30, 2023.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Due to recent and constant rain activity, Park Place Recreation Designs, Inc. has been unable to perform the preparative work for the installation as the ground is very saturated. Consequently, they will not be able to complete the work by the deadline and will require an amendment to the contract to extend term until September 30, 2023. The City of McAllen has approved the amendment through the Community Development Block Grant ("CDBG") Fund.

LEGAL REVIEW:

The Amendment has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

The contract price for this project is $199,976.20. The District will be seeking reimbursement from the City of McAllen through the Community Development Block Grant Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve the Third Amendment to Contract No. 2022-194 Park Place Recreation Designs, Inc.

SUBMITTED BY: _____ **SUPERVISOR:** Alejandra Gonzalez (Jun 8, 2023 13:25 CDT)

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

Approved for presentation to the Board of Education:

_____
Superintendent of Schools

THIRD AMENDMENT TO
CONTRACT NO. 2022-194 Park Place Recreation Designs, Inc.

This Third Amendment to Contract No. 2022-194 (the "Contract") effective this 12th day of June 2023 by and between McAllen Independent School District ("District") and Park Place Recreation Designs, Inc, a Texas Corporation ("Contractor") as follows:

WHEREAS, the District entered into Contract No. 2022-194 dated June 13, 2022; and

WHEREAS, the District and Contractor desire to amend the Contract.

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Contractor hereby agree to the following amendment to the Contract.

1. Extend the Term of the Contract until September 30, 2023;
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. District and Contractor ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of _____.
Date

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Debbie Crain Aliseda, Board President

Park Place Recreation Designs, Inc.

By: _____
Marilyn Ahrens, Vice President

Approved as to form:

Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz
Leandra C. Ortiz (Jun 5, 2023 16:34 MDT)
Leandra Costilla Ortiz

SECOND AMENDMENT TO
CONTRACT NO. 2022-194 Park Place Recreation Designs, Inc.

This Second Amendment to Contract No. 2022-194 (the "Contract") effective this 8th day of May 2023 by and between McAllen Independent School District ("District") and Park Place Recreation Designs, Inc, a Texas Corporation ("Contractor") as follows:

WHEREAS, the District entered into Contract No. 2022-194 dated June 13, 2022; and

WHEREAS, the District and Contractor desire to amend the Contract.

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Contractor hereby agree to the following amendment to the Contract.

1. Extend the Term of the Contract until June 30, 2023;
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. District and Contractor ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of May, 9, 2023.
Date

McALLEN INDEPENDENT SCHOOL DISTRICT

By: Tony Forina (May 9, 2023 08:40 CDT)
Board President

Park Place Recreation Designs, Inc.

By: Marilyn Ahrens (May 9, 2023 08:35 CDT)
Marilyn Ahrens, Vice President

Approved as to form:

Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz (May 2, 2023 11:31 CDT)
Leandra Costilla Ortiz

FIRST AMENDMENT TO

CONTRACT NO. 2022-194 Park Place Recreation Designs, Inc.

This First Amendment to Contract No. 2022-194 (the "Contract") effective this 23rd day of January 2023 by and between McAllen Independent School District ("District") and **Park Place Recreation Designs, Inc**, a Texas Corporation ("Contractor") as follows:

WHEREAS, the District entered into Contract No. 2022-194 dated June 13, 2022; and

WHEREAS, the District and Contractor desire to amend the Contract.

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Contractor hereby agree to the following amendment to the Contract.

1. Extend the Term of the Contract until May 19, 2023;
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. District and Contractor ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of January 24, 2023.
Date

McALLEN INDEPENDENT SCHOOL DISTRICT

By: Tony Forina (Jan 24, 2023 08:28 CST)
Tony Forina, Board of Trustees

Park Place Recreation Designs, Inc.

By: Marilyn Ahrens (Jan 17, 2023 08:31 CST)
Marilyn Ahrens, Vice President

Approved as to form:

Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz (Jan 16, 2023 16:10 CST)
Leandra Costilla Ortiz

MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. 2022-194 Park Place Recreation Designs, Inc. through Interlocal Cooperative Agreement No. 2020-002 through Request for Cooperate Quotes 2022-1054

This Contract, dated on June 13, 2022, and entered into effective by and between **McAllen Independent School District** (hereinafter referred to as "District") and **Park Place Recreation Designs, Inc.** a Texas corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, District is a party/member to an Interlocal Cooperative Agreement with Buyboard (the "Cooperative");

WHEREAS, through the Cooperative, District may award contract(s) to Cooperative awarded vendors;

WHEREAS, District recognizes that the Facilities, Maintenance & Operations Department of District (the "Department") requires certain services ("Services") rendered by Contractor who has the training, experience, and qualifications necessary to provide the services;

WHEREAS, District requested quotes from vendors, more particularly described on Exhibit A attached hereto;

WHEREAS, Contractor submitted a quote in response to the needs of the District;

WHEREAS, District has determined that the proper, orderly and efficient delivery of quality Services for the District can be accomplished best by contracting with Contractor in accordance with the local, state and federal regulations for procurement;

WHEREAS, District has determined that for proper and efficient operation of the Department, several objectives must be met, including, among others, coordination of schedules and assignments, administrative ease and efficiency, consistency and uniformity in book and recordkeeping, and the delivery of quality Services;

WHEREAS, the Contractor is willing to accept the responsibility of providing the Services to the District in accordance with recognized standards, the Board Policies of District, applicable laws and regulations and the terms and conditions set forth in this Contract;

WHEREAS, this project is being funded by Community Development Block Grant funds and is subject to the following Federal requirements: Executive Order 11246; Clause 3 of the HUD Act of 1968;
Title IV of the Civil Rights Act of 1964; Title VII of the Civil rights Act of 1968; and Section 109 of the Housing and Community Development Act of 1974.

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the provision of the Services by Contractor 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 CONTRACTOR

Contractor 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.

Contractor represents and warrants to District that Contractor possesses all of the licenses, permits, and expertise required to provide the equipment, materials, and labor and perform the services contemplated hereunder. Contractor warrants and represents that during the term of this Contract, Contractor shall maintain all such licenses and permits. Contractor warrants that the services rendered and equipment, materials, and labor furnished shall be in accordance with the terms of the Contract Documents.

The term Contract Documents as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract. The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

A. This Contract

B. Exhibit "A" – District RFCQ No. 2022-1054

C. Exhibit “B” – Contractor’s Response Pursuant to RFCQ No. 2022-1054

D. Exhibit “C” – Federal Provisions

E. Exhibit “D” – Contractors Insurance

F. Exhibit “E” – Payment and Performance Bonds

This Contract is entered into subject to the following conditions:

A. Contractor 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. Contractor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Contractor pursuant to this Contract and any action or omission incident thereto.

2. INSURANCE COVERAGE

At all times during the term of this Contract, Contractor will, at Contractor’s expense, carry and maintain the following insurance coverages with the minimum coverage amounts as follows:

A. Statutory Workers’ Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY) and Employer’s Liability Limits - $500,000

B. Commercial General Insurance (occurrence basis only) $1,000,000 each claim and in the aggregate

C. Business Commercial or Personal Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person $100,000; each accident $300,000; and for property damage, each occurrence of $100,000. No deletions/exclusions from standard coverage form allowed without written consent of District. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY)

D. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.

E. The Contractor will provide a certificate of insurance to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason. Such Certificate of insurance shall be attached to this Contract as Exhibit D.

3. TRANSFER, ASSIGNMENT, ETC.

Contractor agrees, for itself and on behalf of its successors, and any person or persons claiming under Contractor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

4. ADJUDICATION

If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Contract, including any other provision, paragraph, or subparagraph.

5. PROVISIONS, PARAGRAPHS

Each provision, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

6. PAYMENT

As consideration for performing the services and supplying the equipment, materials and labor pursuant to the Contract Documents, District agrees to pay Contractor 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 Contractor as invoiced upon successful and satisfactory installation of equipment and materials pursuant to the Contract Documents upon verification by District's authorized representative of such invoice in compliance with the Contract Documents.

7. TAXES AND BENEFITS

Contractor expressly acknowledges that Contractor 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. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors any other person supplying labor or material for Contractor in performing any portion of this Contract or any action or omission incident thereto. Contractor also agrees to pay for and provide workers compensation insurance covering all employees working for Contractor in performing labor pursuant to this Contract or any activity incident thereto.

8. INCURRING FINANCIAL OBLIGATION

The Contractor will incur no financial obligation on behalf of District without prior written approval of the Superintendent of District. The Contractor will be responsible for all personal and professional expenses.

9. ACCESS TO BOOKS AND RECORDS

Contractor recognizes that District is a participant in governmental payment programs. In connection with such programs, the Contractor 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. NON-DISCRIMINATION

Contractor 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.

11. HOLD HARMLESS

Contractor 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 Contractor'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 Contractor's performance under this Contract.

12. TERM AND TERMINATION OF CONTRACT

Term. The term of this Contract shall commence on June 14, 2022, and remain effective through January 31, 2023. 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 Contractor.

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 Contractor, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.

ii. Failure to provide evidence of liability insurance, as required by numbered Paragraph 2 hereof.

iii. Failure of Contractor 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 Contractor 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 Contractor.** In the event District breaches any material term of this Contract, Contractor may terminate this Contract upon no less than fifteen (15) days written notice.

c. **Non-Interference.** Following the expiration of this Contract or its termination for any reason, Contractor 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.

13. NOTICES

All notices provided to be given under this Contract shall be given in writing and will be deemed delivered when deposited in the United States Postal Service by certified or registered mail, addressed to the proper party, at the following addresses:

If to District: McAllen Independent School District
Attn: Jose A. Gonzalez, Superintendent
2000 N. 23rd Street
McAllen, Texas 78501

If to Contractor: Park Place Recreation Designs, Inc.
Attn: Marilyn Ahrens, Vice President
Street: 4225 Woodburn Dr.
City: San Antonio, TX 78218

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.

14. 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.

15. 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 Contractor.

16. SEVERABILITY

The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

17. ASSIGNABILITY

The right and obligations of District hereunder shall inure to the benefit of and be binding upon the successors and assigns of District. The Contractor may not assign Contractor's rights or obligations under this Contract without District's written consent. Any assignment in violation of this provision shall give District the right to terminate this Contract immediately, upon written notice to the Contractor.

18. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and performed by Contractor; 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.

19. 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.

20. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Contract.

21. 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.

22. AUTHORIZATION FOR CONTRACT

The execution and performance of this Contract by District and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Contractor and District in accordance with its terms.

23. 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.

24. 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 Contractor 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 Contractor or its assignee stop the services on the date of such termination.

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

26. CRIMINAL HISTORY INFORMATION.

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

Contractor 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". Contractor's violation of this section shall constitute a material breach of contract. If the Contractor 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.

27. 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.

28. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES (SB 13)

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies 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.

29. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES (SB 19)

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies 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.

30. 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.

31. SUSPENSION AND DEBARMENT COMPLIANCE REQUIREMENTS

Contractor shall comply with all requirements on Part 3.2 – Compliance Requirements.

32. 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.

33. 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.

34. 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.

35. 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 June 20, 2022
Date

DISTRICT:

McAllen Independent School District

By: _____
Tony Forina

Park Place Recreation Designs, Inc.

By: Marilyn Ahrens (Jun 20, 2022 11:45 CDT)
Marilyn Ahrens, Vice President

Approved as to form:
Atlas Hall & Rodriguez, LLP
by: Stephen L. Crain (Jun 20, 2022 11:31 CDT)
Stephen Crain

EXHIBIT A

District RFCQ No. 2022-1054

2022-1054 Addendum 1

Jose De Escandon Elementary Inclusive Playscape with Synthetic Turf Surfacing

Issue Date: 5/19/2022
Questions Deadline: 5/27/2022 10:00 AM (CT)
Response Deadline: 6/2/2022 11:00 AM (CT)

Contact Information

Contact: Graciela Garza Senior Buyer
Address: Purchasing Services
Administration Office
2000 N 23rd St
McAllen, TX 78501-6126
Phone: (956) 657-4487
Fax: (956) 6574481
Email: ggarza@mcallenisd.net

Event Information

Number:	2022-1054 Addendum 1
Title:	Jose De Escandon Elementary Inclusive Playscape with Synthetic Turf Surfacing
Type:	Request for Cooperative Quotes
Issue Date:	5/19/2022
Question Deadline:	5/27/2022 10:00 AM (CT)
Response Deadline:	6/2/2022 11:00 AM (CT)
Notes:	McAllen Independent School District (the "District) is accepting quotes through Purchasing Cooperative Contracts .

Interested respondents may obtain specifications through IonWave. The District prefers and encourages respondents to submit their proposals electronically through IonWave.

Submittals received after this deadline will be void and unacceptable. Facsimile transmittals and/or emailed submittals will not be accepted.

This project is being funded by Community Development Block Grant ("CDBG") funds and is subject to the following Federal requirements: Executive Order 11246; Clause 3 of the HUD Act of 1968; Title IV of the Civil Rights Act of 1964; Title VII of the Civil rights Act of 1968; and Section 109 of the Housing and Community Development Act of 1974.

All respondents shall have current contracts through District-approved Purchasing Cooperatives.

Any questions regarding this solicitation must be submitted through the “Questions” option located on the Ionwave website, no later than the date and time specified on the solicitation. Questions/clarifications regarding this solicitation will not be answered by phone nor email.

To schedule a campus visit, Melissa Ortiz, Facilities Project Manager via email to melissa.ortiz@mcallenisd.net.

Ship To Information

Contact: Ruben Trevino, Executive Director
Address: Facilities, Maintenance & Operations
Building A
4309 Warrior Drive
McAllen, TX 78501
Phone: (956) 6323200
Email: ruben.trevino@mcallenisd.net

Billing Information

Contact: Dyanira Diaz, Director
Address: Accounting
2000 N. 23rd Street
McAllen, TX 78501
Phone: (956) 6328403
Email: Dyanira.Farias@mcallenisd.net

Bid Attachments

2022-1054 General Terms and Conditions RFCQ Construction.pdf View Online

General Terms and Conditions

2022-1054- Specs.pdf View Online

Specifications

2022-1054 Drawings.pdf View Online

Drawings

Wage Determination.pdf View Online

Davis Bacon Wage Rates

IRS FORM W-9 Revised Oct 2018 (Fillable Form).pdf View Online

IRS Form W-9 Revised Oct 2018 (Fillable Form)

CIQ FORM FILLABLE R1.1.2021.pdf View Online

Conflict of Interest Questionnaire (CIQ) form

Service Template - thru Coop 11.1.2021.doc View Online

Service Template

AIA A105-2017 - Working Draft.docx View Online

AIA 105

2022-1054 Addendum1.pdf View Online

Addendum 1

2022-1054- Revised Specs.pdf View Online

Revised Specs

Requested Attachments

Completed W9 Form

(Attachment required)

Please upload your completed W9 form.

Assumed Name Certificate

Upload your Assumed Name Certificate (if applicable).

Proof of Insurance (Acord Certificate of Insurance Form)

(Attachment required)

Please upload your certificate of insurance in Acord form.

Completed Conflict of Interest Questionnaire.

(Attachment required)

Please upload your completed CIQ.

Note: If no conflict, please indicate "N/A" on the form.

HUB Certificate

Upload your HUB Certificate, if applicable.

Completed Form 1295 Form or Exemption Statement

(Attachment required)

Please upload your completed 1295 Form.
Form must be completed online: http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

If not applicable to your company, please attach a statement indicating the reason.

Bid Attributes

1 General Terms and Conditions

Please download and read the General Terms and Conditions for this solicitation. Acknowledge you have read, understand and accept the general terms and conditions.

**This is your electronic signature.

☐ I have read, understand and accept.
(Required: Check if applicable)

2 Specifications and Scope of Work

Please download and read the Specifications and Scope of Work for this solicitation. Acknowledge you have read, understand and accept the specifications and scope of work.

**This is your electronic signature.

☐ I hereby acknowledge.
(Required: Check if applicable)

3 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the solicitation attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District reserves the right to accept or reject any proposals based upon any deviations indicated below. **If none, enter N/A (Not Applicable).**

(Required: Maximum 4000 characters allowed)

4 Form 1295 - Certificate of Interested Parties

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 before the District may enter into a contract with that business entity. Form 1295 must be submitted with your proposal and is required as condition of award. Form must be completed online.

Access form at:

- http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- Complete the form
- Enter solicitation number and name
- Print and sign form
- Attach form on "Response Attachments" tab

If exempt, attach documentation.

☐ I have read and understand.
(Required: Check if applicable)

5 Delinquent Taxpayers

In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with any proposer indebted to the District.

**This is your electronic signature.

☐ I am NOT a delinquent taxpayer to McAllen ISD ☐ I AM a delinquent taxpayer to McAllen ISD

(Required: Check only one)

6 Provide the business name as it is registered with the Texas Comptroller, or similar. *Note: the name must match IRS registration and W-9 form.

_____

_____

_____

(Required: Maximum 1000 characters allowed)

7 Does your company have a business name on Line 2 of the W-9? If yes, attach an Assumed Name Certificate/Fictitious Name issued by the State/County (on the "Response Attachments" tab).

☐ Yes (upload Assumed Name Certificate)

☐ No

(Required: Check all that apply)

8 Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.

Select where applicable:

A. My company is a publicly held corporation; therefore, this reporting requirement is not applicable.

B. My company is not owned nor operated by anyone who has been convicted of a felony.

C. My company is owned and operated by an individual who has/have been convicted of a felony.

**This is your electronic signature.

☐ A. My company is a publicly held corporation. ☐ B. My company is not owned nor operated by a felon

☐ C. My company is owned and operated by a felon.

(Required: Check only one)

9 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their names and the details of the conviction(s). If not applicable, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

10 Criminal History Record Information Review of Certain Contract Employees

Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

A. None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

B. Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **If available, attach a copy of your FAST Pass Receipt.**
2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

**This is your electronic signature.

☐ A. None - I hereby agree and certify. ☐ B. Some or All - I hereby agree and certify.

(Required: Check only one)

11	**Confidential/Copyrighted Information** Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term “CONFIDENTIAL” on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive. **This is your electronic signature. ☐ I have read and agree. *(Required: Check if applicable)*

12	**Declaration of Business Location - Texas Education Code 44.031(b)(8)** Bidder certifies the Bidder’s or the Bidder’s ultimate parent company or majority owner: A. Has its principal place of business in the State of Texas; OR B. Employs at least 500 persons in the State of Texas C. Principal place of business is not in the State of Texas. **This is your electronic signature. ☐ A. Principal place of business is in TX ☐ B. Principal place employs 500+ in Texas ☐ C. Principal place is NOT in Texas *(Required: Check only one)*

13	**Declaration of Business Location - Texas Education Code 44.031(b)(8)** Specify principal place of business (City/State). If not applicable, please enter N/A (not applicable). ***This is your electronic signature. _____ _____ _____ _____ _____ _____ *(Required: Maximum 4000 characters allowed)*

14	**Prohibition on Contracts with Companies Boycotting Certain Energy Companies (SB 13)** If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

15	**Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries (SB 19)** If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
16	**Entities That Boycott Israel** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. **This is your electronic signature. ☐ I agree and hereby certify. *(Required: Check if applicable)*
17	**TEXAS GOVERNMENT CODE Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.** A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
18	**TEXAS GOVERNMENT CODE Sec. 2252.153. LISTED COMPANIES** Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3 This Act takes effect September 1, 2017. Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

19	**Non-Collusion Statement** Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or business or legal entity. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
20	**Contracts in Excess of $250,000** Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
21	**Contracts in Excess of $10,000** All contracts in excess of $10,000 must address termination for cause and for convenience including the manner by which it will be affected and the basis for settlement. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
22	**Equal Employment Opportunity** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity”(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

23 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**This is you electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

24 Contract Work Hours and Safety Standards Acts (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

25 Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401,"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

26	**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended** Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
27	**(H) Debarment and Suspension (Executive Orders 12549 and 12689)** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Pursuant to Federal Rule (H) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to the District if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The District may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the District knows the certification is erroneous. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*
28	**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors that apply or submit an offer for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

29

2 C.F.R. § 200.323 PROCUREMENT OF RECOVERED MATERIALS

An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

30

2 C.F.R. § 200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The District, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The vendor shall certify that they will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

31

2 C.F.R. § 200.322 CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS

As appropriate and to the extent consistent with law, the District should, to the greatest extent practicable under a Federal award, provide has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

32 2 C.F.R § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

CFR 200.321 requires that (a) non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

33 Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises, & Labor Surplus Area Firms

Contractor certifies the Bidder's company is HUB certified with the State of Texas.

[ ] I am an Active certified HUB vendor (attach HUB certificate):
[ ] Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
[ ] I am neither.

**This is your electronic signature.

☐ I am an Active certified HUB vendor (attach HUB ce

☐ Small & Minority, WBE, Labor Surplus Area Firms ☐ I am neither.
(Required: Check only one)

34 2 C.F.R § 200.334 RECORDS RETENTION REQUIREMENTS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Contractor certifies that Contractor is in compliance with all applicable provisions of 2 CFR 200.334.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

35 Buy American Provision

Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

**This is your electronic signature.

☐ I have read and hereby certify.
(Required: Check if applicable)

36	**Federally Funded Purchases** Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases. **This is your electronic signature. ☐ I have read and hereby certify. *(Required: Check if applicable)*

37	**Addendum** Bidder/Respondent acknowledges that he/she will download and review all addenda issued on this project, if applicable. **This is your electronic signature. ☐ I have read and hereby acknowledge. *(Required: Check if applicable)*

Bid Lines

1	**Cooperative Contract**

Item Attributes

1. Cooperative Vendor

I hereby certify that my Firm/Company is an approved vendor through a Cooperative Contract.

A list of approved McAllen ISD coops can be located on our website at https://www.mcallenisd.org/page/cooperative-agreements.

***This is your electronic signature.

☐ I have read, understand and hereby certify.
(Required: Check if applicable)

2. Cooperative Contract Name

Specify Cooperative Contract name.

(Required: Maximum 1000 characters allowed)

3. Cooperative Contract Number

Specify Cooperative Contract number.

(Required: Maximum 1000 characters allowed)

4. Delivery

Specify number of days to complete delivery, installation, and training.

(Required: Maximum 1000 characters allowed)

2 Payment and Performance Bonds
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

3 Project Inspection, Plan Review
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

4 **Parts List Structure Model #KC12282 Miracle**

5 Item # 7145039 Deck
(Response required)
Quantity: 8 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

6 Item # 714551 5" OD X 106" Post 551 (≤ 2'6" Deck)
(Response required)
Quantity: 3 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

7 Item # 714555 5" OD X 76" Fencing & Panels 555
(Response required)
Quantity: 2 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

8 Item # 714572 5" OD X 144" Roof 572 (≤ 3' Deck)
(Response required)
Quantity: 12 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

9 Item # 714576 5" OD X 204" Roof 576 (8' Deck)
(Response required)
Quantity: 6 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

10 Item # 7146058 Tree-O Climber
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

11 Item # 7146702 Chameleon II Slide
(Response required)
Quantity: 2 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

12 Item # 7146704 Short Straight Section
(Response required)
Quantity: 3 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

13 Item # 7146705 Right Section
(Response required)
Quantity: 4 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

14 Item #7146706 Left Section
(Response required)
Quantity: 3 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

15 Item #714670EZ Entry Section
(Response required)
Quantity: 2 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

16 Item #714670LZ Sect Spt Leg 84 ½"
(Response required)
Quantity: 4 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

17 Item #714670PZ Chameleon II Slide
(Response required)
Quantity: 2 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

18 Item #7146806C Wave Hex Roof
(Response required)
Quantity: 3 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

19 Item #71468610 Alta-Glide Flex Link (1" Deck)
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

20 Item #714700 Side-By-Side Slide
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

21 Item #71471516 Electronic Piano Panel
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

22 Item #714756 Sight –N– Sound Panel
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

23 Item #7147632 Tic-Tac-Toe
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

24 Item #7147721 Bongo Perch
(Response required)
Quantity: 5 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

25 Item #7147743 Bongo Steps
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

26 Item #7148135 Deck Encl
(Response required)
Quantity: 2 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

27 Item #7148161 Wire Mesh Enclosure
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

28 Item #714817 Wall W/Bench
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

29 Item #7148193D Boulder Ridge 3 Section Grnd to DK
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

30 Item #71482315 Power Pedaler, Arms
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

31 Item #7148435 Chinning Bar
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

32 Item #7148465 Therapeutic Handrings
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

33 Item #7148496 Observation DK W/Ext Wheel
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

34 Item #71485139 Transfer Point
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

35 Item #71487530 30 Deg Look-Out
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

36 Item #714920595 PVC Ramp
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

37 Item #71492059 PVC Ramp
(Response required)
Quantity: 2 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

38 Item #714961L2 Delight-O-Scope Binoculars
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

39 Item #7149831 Marble Race
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

40 Item #7149922 Lookout Tower
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

41 Item #990027PZ Deck enc
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

42 Item #4501 Concerto Tall Chimes
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

43 Item #4502 Concerto Vibes
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

44 Item #4505 Concerto Spin Cabasas Large
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

45 Item #4507 Concerto 3-Congas
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

46 Item #4533 MM Dynamics Lab
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

47 Item #453704 MM Tranquility Corner Frame
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

48 Item #70471315B TCX Star/Circle Perf Panel (Below Deck)
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

49 Item #70471316B TCX HEX/Triangle Perf Panel (Below Deck)
(Response required)
Quantity: 1 UOM: EA Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

50 Installation of Equipment Only
(Response required)

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

51 Synthetic Turf Surfacing System, 2" Pad with Sand Infill Approximately 2,505 sq. ft
(Response required)

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

52 Concrete Sidewalk perimeter, 5' wide approximately 1,110 square feet.
(Response required)

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

53 Shipping
(Response required)

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

54 **Project Timeline**

Item Attributes

1. The District has a critical need for substantial completion within 270 days of commencement. Specify the calendar days that you can substantially complete the project.

Projected start date is June 23, 2022, to be completed by March 20, 2023.

(Required: Numbers only)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

_____

_____

_____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

_____

_____

_____

_____

_____

_____

_____

_____

By submitting your response, you certify that you are authorized to represent and bind your company.

_____ _____

Print Name *Signature*

EXHIBIT B

Contractor's Response Pursuant to RFCQ No. 2022-1054

2022-1054 Addendum 1
Park Place Recreation Designs, Inc.
Supplier Response

Event Information

Number: 2022-1054 Addendum 1
Title: Jose De Escandon Elementary Inclusive Playscape with Synthetic Turf Surfacing
Type: Request for Cooperative Quotes
Issue Date: 5/19/2022
Deadline: 6/2/2022 11:00 AM (CT)
Notes: McAllen Independent School District (the "District) is accepting quotes through Purchasing Cooperative Contracts .

Interested respondents may obtain specifications through IonWave.
The District prefers and encourages respondents to submit their proposals electronically through IonWave.
Submittals received after this deadline will be void and unacceptable.
Facsimile transmittals and/or emailed submittals will not be accepted.

This project is being funded by Community Development Block Grant ("CDBG") funds and is subject to the following Federal requirements: Executive Order 11246; Clause 3 of the HUD Act of 1968; Title IV of the Civil Rights Act of 1964; Title VII of the Civil rights Act of 1968; and Section 109 of the Housing and Community Development Act of 1974.

All respondents shall have current contracts through District-approved Purchasing Cooperatives.

Any questions regarding this solicitation must be submitted through

the “Questions” option located on the Ionwave website, no later than the date and time specified on the solicitation. Questions/clarifications regarding this solicitation will not be answered by phone nor email.

To schedule a campus visit, Melissa Ortiz, Facilities Project Manager via email to melissa.ortiz@mcallenisd.net.

Contact Information

Contact: Graciela Garza Senior Buyer
Address: Purchasing Services
Administration Office
2000 N 23rd St
McAllen, TX 78501-6126
Phone: (956) 657-4487
Fax: (956) 6574481
Email: ggarza@mcallenisd.net

Park Place Recreation Designs, Inc. Information

Contact: Andrew Ahrens
Address: 4225 Woodburn Dr. (P. O. Box 18186 San Antonio TX 78218)
San Antonio, TX 78218
Phone: (210) 821-5878
Fax: (210) 832-0115
Toll Free: (800) 626-0238
Email: andy@miracleparkplace.com
Web Address: www.miracleparkplace.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Marilyn Ahrens
Signature

marilyn@miracleparkplace.com
Email

Submitted at 6/1/2022 9:07:18 AM

Requested Attachments

Completed W9 Form — 2022 Form W-9.pdf

Please upload your completed W9 form.

Assumed Name Certificate — *No response*

Upload your Assumed Name Certificate (if applicable).

Proof of Insurance (Acord Certificate of Insurance Form) — 2022 COI - McAllen ISD Escandon ES.pdf

Please upload your certificate of insurance in Acord form.

Completed Conflict of Interest Questionnaire. — 2022.06.01 Form CIQ McAllen ISD 2022-1054 Addendum 1.pdf

Please upload your completed CIQ.

Note: If no conflict, please indicate "N/A" on the form.

HUB Certificate — PPRD 2021 SCTRCA ESBE SBE Certification.pdf

Upload your HUB Certificate, if applicable.

Completed Form 1295 Form or Exemption Statement — 2022.06.01 Form 1295 McAllen ISD 2022-1054 Addendum 1.pdf

Please upload your completed 1295 Form.
Form must be completed online: http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

If not applicable to your company, please attach a statement indicating the reason.

Response Attachments

McAllen ISD 2022-1054 Addendum 1 Escandon ES.pdf

Proposal attachment. Please note: (2) benches included in our proposal are not shown in the Ionwave online bid Line Items section. We've included the discounted price of these benches ($900.00) in the Line Item 50 installation amount.

Bid Attributes

1 General Terms and Conditions

Please download and read the General Terms and Conditions for this solicitation. Acknowledge you have read, understand and accept the general terms and conditions.

**This is your electronic signature.

☑ I have read, understand and accept. (I have read, understand and accept.)

2 Specifications and Scope of Work

Please download and read the Specifications and Scope of Work for this solicitation. Acknowledge you have read, understand and accept the specifications and scope of work.

**This is your electronic signature.

☑ I hereby acknowledge. (I hereby acknowledge.)

3 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the solicitation attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District reserves the right to accept or reject any proposals based upon any deviations indicated below. **If none, enter N/A (Not Applicable).**

N/A

4 Form 1295 - Certificate of Interested Parties

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 before the District may enter into a contract with that business entity. Form 1295 must be submitted with your proposal and is required as condition of award. Form must be completed online.
Access form at:

- http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- Complete the form
- Enter solicitation number and name
- Print and sign form
- Attach form on "Response Attachments" tab

If exempt, attach documentation.

☑ I have read and understand. (I have read and understand.)

5 Delinquent Taxpayers

In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with any proposer indebted to the District.

**This is your electronic signature.

I am NOT a delinquent taxpayer to McAllen ISD

6 Provide the business name as it is registered with the Texas Comptroller, or similar. *Note: the name must match IRS registration and W-9 form.

N/A

7 **Does your company have a business name on Line 2 of the W-9? If yes, attach an Assumed Name Certificate/Fictitious Name issued by the State/County (on the "Response Attachments" tab).**

☐ Yes (upload Assumed Name Certificate) (Yes (upload Assumed Name Certificate))

☑ No (No)

8 **Felony Conviction Notification**

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation.

Select where applicable:

A. My company is a publicly held corporation; therefore, this reporting requirement is not applicable.

B. My company is not owned nor operated by anyone who has been convicted of a felony.

C. My company is owned and operated by an individual who has/have been convicted of a felony.

**This is your electronic signature.

B. My company is not owned nor operated by a felon

9 **Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their names and the details of the conviction(s). If not applicable, please enter N/A (not applicable).

N/A

10 **Criminal History Record Information Review of Certain Contract Employees**

Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

A. None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

B. Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **If available, attach a copy of your FAST Pass Receipt.**
2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

**This is your electronic signature.

A. None - I hereby agree and certify.

11 **Confidential/Copyrighted Information**

Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term “CONFIDENTIAL” on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.

**This is your electronic signature.

☑ I have read and agree. (I have read and agree.)

12 **Declaration of Business Location - Texas Education Code 44.031(b)(8)**

Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner:

A. Has its principal place of business in the State of Texas; OR
B. Employs at least 500 persons in the State of Texas
C. Principal place of business is not in the State of Texas.

**This is your electronic signature.

A. Principal place of business is in TX

13 **Declaration of Business Location - Texas Education Code 44.031(b)(8)**

Specify principal place of business (City/State).

If not applicable, please enter N/A (not applicable).

***This is your electronic signature.

San Antonio, TX

14 **Prohibition on Contracts with Companies Boycotting Certain Energy Companies (SB 13)**

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

**This is your electronic signature.

☑ I have read and hereby certify. (I have read and hereby certify.)

15 **Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries (SB 19)**

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**This is your electronic signature.

☑ I have read and hereby certify. (I have read and hereby certify.)

16

Entities That Boycott Israel

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**This is your electronic signature.

☑ I agree and hereby certify. (I agree and hereby certify.)

17

TEXAS GOVERNMENT CODE Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

**This is your electronic signature.

☑ I have read and hereby certify. (I have read and hereby certify.)

18

TEXAS GOVERNMENT CODE Sec. 2252.153. LISTED COMPANIES

Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3 This Act takes effect September 1, 2017.

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

**This is your electronic signature.

☑ I have read and hereby certify. (I have read and hereby certify.)

19

Non-Collusion Statement

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or business or legal entity.

**This is your electronic signature.

☑ I have read and hereby certify. (I have read and hereby certify.)

20	**Contracts in Excess of $250,000** Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
21	**Contracts in Excess of $10,000** All contracts in excess of $10,000 must address termination for cause and for convenience including the manner by which it will be affected and the basis for settlement. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
22	**Equal Employment Opportunity** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity"(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
23	**Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)** When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **This is you electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)

24	**Contract Work Hours and Safety Standards Acts (40 U.S.C. 3701-3708)** Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
25	**Rights to Inventions Made Under a Contract or Agreement** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401,"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
26	**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended** Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
27	**(H) Debarment and Suspension (Executive Orders 12549 and 12689)** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Pursuant to Federal Rule (H) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to the District if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The District may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the District knows the certification is erroneous. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)

28 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or submit an offer for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.

**This is your electronic signature.

☑ I have read and hereby certify. (I have read and hereby certify.)

29 **2 C.F.R. § 200.323 PROCUREMENT OF RECOVERED MATERIALS**

An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**This is your electronic signature.

☑ I have read and hereby certify. (I have read and hereby certify.)

30 **2 C.F.R. § 200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

The District, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The vendor shall certify that they will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

**This is your electronic signature.

☑ I have read and hereby certify. (I have read and hereby certify.)

31 **2 C.F.R. § 200.322 CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS**

As appropriate and to the extent consistent with law, the District should, to the greatest extent practicable under a Federal award, provide has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**This is your electronic signature.

☑ I have read and hereby certify. (I have read and hereby certify.)

32 **2 C.F.R § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms**

CFR 200.321 requires that (a) non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**This is your electronic signature.

☑ I have read and hereby certify. (I have read and hereby certify.)

33 **Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises, & Labor Surplus Area Firms**

Contractor certifies the Bidder's company is HUB certified with the State of Texas.

[ ] I am an Active certified HUB vendor (attach HUB certificate):
[ ] Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
[ ] I am neither.

**This is your electronic signature.

I am neither.

34	**2 C.F.R § 200.334 RECORDS RETENTION REQUIREMENTS** Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Contractor certifies that Contractor is in compliance with all applicable provisions of 2 CFR 200.334. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
35	**Buy American Provision** Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
36	**Federally Funded Purchases** Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases. **This is your electronic signature. ☑ I have read and hereby certify. (I have read and hereby certify.)
37	**Addendum** Bidder/Respondent acknowledges that he/she will download and review all addenda issued on this project, if applicable. **This is your electronic signature. ☑ I have read and hereby acknowledge. (I have read and hereby acknowledge.)

Bid Lines

1	**Cooperative Contract** **Item Attributes** **1. Cooperative Vendor** I hereby certify that my Firm/Company is an approved vendor through a Cooperative Contract. A list of approved McAllen ISD coops can be located on our website at https://www.mcallenisd.org/page/cooperative-agreements. ***This is your electronic signature. ☑ I have read, understand and hereby certify. (I have read, understand and hereby certify.) **2. Cooperative Contract Name** Specify Cooperative Contract name. Texas Association of School Boards, Inc. (BuyBoard)

3. Cooperative Contract Number

Specify Cooperative Contract number.

592-19 Parks and Recreation Equipment and Field Lighting Products

4. Delivery

Specify number of days to complete delivery, installation, and training.

270

2	Payment and Performance Bonds					
	Quantity: 1	UOM: EA	Price:	$5,950.00	Total:	$5,950.00
3	Project Inspection, Plan Review					
	Quantity: 1	UOM: EA	Price:	$1,500.00	Total:	$1,500.00
4	**Parts List Structure Model #KC12282 Miracle**					
5	Item # 7145039 Deck					
	Quantity: 8	UOM: EA	Price:	$1,243.50	Total:	$9,948.00
6	Item # 714551 5" OD X 106" Post 551 (≤ 2'6" Deck)					
	Quantity: 3	UOM: EA	Price:	$227.25	Total:	$681.75
7	Item # 714555 5" OD X 76" Fencing & Panels 555					
	Quantity: 2	UOM: EA	Price:	$173.25	Total:	$346.50
8	Item # 714572 5" OD X 144" Roof 572 (≤ 3' Deck)					
	Quantity: 12	UOM: EA	Price:	$269.25	Total:	$3,231.00
9	Item # 714576 5" OD X 204" Roof 576 (8' Deck)					
	Quantity: 6	UOM: EA	Price:	$396.75	Total:	$2,380.50
10	Item # 7146058 Tree-O Climber					
	Quantity: 1	UOM: EA	Price:	$1,666.50	Total:	$1,666.50
11	Item # 7146702 Chameleon II Slide					
	Quantity: 2	UOM: EA	Price:	$2,166.75	Total:	$4,333.50
12	Item # 7146704 Short Straight Section					
	Quantity: 3	UOM: EA	Price:	$462.75	Total:	$1,388.25
13	Item # 7146705 Right Section					
	Quantity: 4	UOM: EA	Price:	$462.75	Total:	$1,851.00
14	Item #7146706 Left Section					
	Quantity: 3	UOM: EA	Price:	$462.75	Total:	$1,388.25

15	Item #714670EZ Entry Section					
	Quantity: 2	UOM: EA	Price:	$0.00	Total:	$0.00
16	Item #714670LZ Sect Spt Leg 84 ½"					
	Quantity: 4	UOM: EA	Price:	$0.00	Total:	$0.00
17	Item #714670PZ Chameleon II Slide					
	Quantity: 2	UOM: EA	Price:	$0.00	Total:	$0.00
18	Item #7146806C Wave Hex Roof					
	Quantity: 3	UOM: EA	Price:	$3,297.00	Total:	$9,891.00
19	Item #71468610 Alta-Glide Flex Link (1" Deck)					
	Quantity: 1	UOM: EA	Price:	$15,284.25	Total:	$15,284.25
20	Item #714700 Side-By-Side Slide					
	Quantity: 1	UOM: EA	Price:	$1,485.75	Total:	$1,485.75
21	Item #71471516 Electronic Piano Panel					
	Quantity: 1	UOM: EA	Price:	$2,027.25	Total:	$2,027.25
22	Item #714756 Sight –N– Sound Panel					
	Quantity: 1	UOM: EA	Price:	$2,164.25	Total:	$2,164.25
23	Item #7147632 Tic-Tac-Toe					
	Quantity: 1	UOM: EA	Price:	$1,084.50	Total:	$1,084.50
24	Item #7147721 Bongo Perch					
	Quantity: 5	UOM: EA	Price:	$186.75	Total:	$933.75
25	Item #7147743 Bongo Steps					
	Quantity: 1	UOM: EA	Price:	$1,125.75	Total:	$1,125.75
26	Item #7148135 Deck Encl					
	Quantity: 2	UOM: EA	Price:	$434.25	Total:	$868.50
27	Item #7148161 Wire Mesh Enclosure					
	Quantity: 1	UOM: EA	Price:	$348.75	Total:	$348.75
28	Item #714817 Wall W/Bench					
	Quantity: 1	UOM: EA	Price:	$739.50	Total:	$739.50
29	Item #7148193D Boulder Ridge 3 Section Grnd to DK					
	Quantity: 1	UOM: EA	Price:	$3,727.50	Total:	$3,727.50
30	Item #71482315 Power Pedaler, Arms					
	Quantity: 1	UOM: EA	Price:	$830.25	Total:	$830.25

31	Item #7148435 Chinning Bar	Quantity: 1	UOM: EA	Price:	$145.50	Total: $145.50
32	Item #7148465 Therapeutic Handrings	Quantity: 1	UOM: EA	Price:	$409.50	Total: $409.50
33	Item #7148496 Observation DK W/Ext Wheel	Quantity: 1	UOM: EA	Price:	$1,146.75	Total: $1,146.75
34	Item #71485139 Transfer Point	Quantity: 1	UOM: EA	Price:	$2,591.25	Total: $2,591.25
35	Item #71487530 30 Deg Look-Out	Quantity: 1	UOM: EA	Price:	$859.50	Total: $859.50
36	Item #714920595 PVC Ramp	Quantity: 1	UOM: EA	Price:	$3,527.25	Total: $3,527.25
37	Item #71492059 PVC Ramp	Quantity: 2	UOM: EA	Price:	$3,136.50	Total: $6,273.00
38	Item #714961L2 Delight-O-Scope Binoculars	Quantity: 1	UOM: EA	Price:	$519.00	Total: $519.00
39	Item #7149831 Marble Race	Quantity: 1	UOM: EA	Price:	$1,576.50	Total: $1,576.50
40	Item #7149922 Lookout Tower	Quantity: 1	UOM: EA	Price:	$876.00	Total: $876.00
41	Item #990027PZ Deck enc	Quantity: 1	UOM: EA	Price:	$0.00	Total: $0.00
42	Item #4501 Concerto Tall Chimes	Quantity: 1	UOM: EA	Price:	$3,915.75	Total: $3,915.75
43	Item #4502 Concerto Vibes	Quantity: 1	UOM: EA	Price:	$3,903.75	Total: $3,903.75
44	Item #4505 Concerto Spin Cabasas Large	Quantity: 1	UOM: EA	Price:	$970.50	Total: $970.50
45	Item #4507 Concerto 3-Congas	Quantity: 1	UOM: EA	Price:	$1,914.00	Total: $1,914.00
46	Item #4533 MM Dynamics Lab	Quantity: 1	UOM: EA	Price:	$4,635.00	Total: $4,635.00

47	Item #453704 MM Tranquility Corner Frame					
	Quantity: 1	UOM: EA	Price:	$1,037.50	Total:	$1,037.50
48	Item #70471315B TCX Star/Circle Perf Panel (Below Deck)					
	Quantity: 1	UOM: EA	Price:	$1,161.75	Total:	$1,161.75
49	Item #70471316B TCX HEX/Triangle Perf Panel (Below Deck)					
	Quantity: 1	UOM: EA	Price:	$1,161.75	Total:	$1,161.75
50	Installation of Equipment Only					
	Quantity: 1	UOM: EA	Price:	$32,850.00	Total:	$32,850.00
51	Synthetic Turf Surfacing System, 2" Pad with Sand Infill Approximately 2,505 sq. ft					
	Quantity: 1	UOM: EA	Price:	$39,178.20	Total:	$39,178.20
52	Concrete Sidewalk perimeter, 5' wide approximately 1,110 square feet.					
	Quantity: 1	UOM: EA	Price:	$11,377.50	Total:	$11,377.50
53	Shipping					
	Quantity: 1	UOM: EA	Price:	$4,770.00	Total:	$4,770.00

54 Project Timeline

Item Attributes

1. The District has a critical need for substantial completion within 270 days of commencement. Specify the calendar days that you can substantially complete the project.

Projected start date is June 23, 2022, to be completed by March 20, 2023.

270

Response Total: $199,976.20

From:	Bob Ahrens
To:	CABRERA, ELIZABETH - DEPT OF PURCHASING SERVICES
Cc:	QUINTANILLA, CAROLINA - DEPT OF PURCHASING SERVICES; GARZA, GRACIELA - DEPT OF PURCHASING SERVICES; GONZALEZ, ALEJANDRA - DISTRICT OPERATIONS; TREVINO, RUBEN - DEPT OF FMO
Subject:	[EXTERNAL] Re: [EXTERNAL] Escandon Playground
Date:	Friday, June 17, 2022 10:20:22 AM

Good morning,

Please regard this email acknowledging our understanding that the date to complete this contract is January 31, 2023, providing there are no manufacturer delays.

Thanks,

Bob

Robert K. Ahrens
President
Park Place Recreation Designs, Inc.
Cell: 210-416-6482
www.miracleparkplace.com
bob@miracleparkplace.com

> On Jun 16, 2022, at 6:09 PM, CABRERA, ELIZABETH - DEPT OF PURCHASING SERVICES <Elizabeth.Cabrera@mcallenisd.net> wrote:
>
> Good afternoon Mr. Ahrens,
> We are in receipt of the email below. Please confirm the date to complete this contract is January 31, 2023.
>
> Note: Our office will be closed from June 24 through July 8, 2022 for Summer break. We will be open for business on Monday, July 11, 2022.
>
> Thank you,
>
> Elizabeth Cabrera
> Coordinator for Purchasing Services
> McAllen Independent School District
> elizabeth.cabrera@mcallenisd.net
> T: 956.657-4480 F: 956.657-4481
> <image001.png>
> ***MCALLEN ISD NEW VENDOR REGISTRATION!***
> **McAllen ISD Purchasing Services is pleased to announce that we will be transitioning to a NEW bidding portal.**

Current and new vendors interested in doing business with McAllen ISD must register in order to receive bid notifications. Interested vendors may register online by visiting: https://mcallenisd.ionwave.net/Login.aspx

---

From: TREVINO, RUBEN - DEPT OF FMO <Ruben.Trevino@mcallenisd.net>
Sent: Thursday, June 16, 2022 3:35 PM
To: CABRERA, ELIZABETH - DEPT OF PURCHASING SERVICES <Elizabeth.Cabrera@mcallenisd.net>
Cc: GONZALEZ, ALEJANDRA - DISTRICT OPERATIONS <Alejandra.Gonzalez@mcallenisd.net>; GARZA, GRACIELA - DEPT OF PURCHASING SERVICES <ggarza@mcallenisd.net>
Subject: Fw: [EXTERNAL] Escandon Playground

As per your request.

From: Bob Ahrens <bob@miracleparkplace.com>
Sent: Thursday, June 16, 2022 3:29 PM
To: TREVINO, RUBEN - DEPT OF FMO <Ruben.Trevino@mcallenisd.net>
Subject: [EXTERNAL] Escandon Playground

Good afternoon Mr. Trevino,

Per our discussion and reviewing this project, we feel that we will be able to complete it within the contract period discussed, providing there are no manufacturer related delays.

We appreciate working with you and your District.

Thanks,

Bob

Bob Ahrens
Cell: 210-416-6482
Sent from my iPhone

The McAllen Independent School District prohibits discrimination, including harassment, against any employee/student on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District Policy and is prohibited.McAllen ISD is an equal opportunity provider. The following person has been designated to handle inquiries regarding this subject:
John L. Wilde, john.wilde@mcallenisd.net<mailto:> , Director for Student Support Services, Title IX Coordinator (Students and Employees) , 2200 Tamarack Ave. Portable 69 , McAllen, TX - 78501 (956) 618-6031

EXHIBIT C

Federal Provisions

Exhibit C
Federal Provisions

Felony Conviction Notification
Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity thatenters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Criminal History Record Information Review of Certain Contract Employees

The Contractor agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Contractor, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Contractor agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Contractor further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

Confidential/Copyrighted Information
By signing below, the Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term **"CONFIDENTIAL"** on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.

Declaration of Business Location - Texas Education Code 44.031(b)(8)
Contractor certifies the Contractor's or the Contractor's ultimate parent company or majority owner:

Delinquent Taxpayers
In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall theDistrict award a contract to or enter into a transaction with an apparent low Contractor or successful proposer indebted to the District.

Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm
Contractor certifies the Contractor's company is HUB certified with the State of Texas

Prohibition on Contracts with Companies Boycotting Certain Energy Companies (SB 13)
If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries (SB 19)

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association

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.

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.

Secretary of State.

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 sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3 This Act takes effect September 1, 2017.

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State

Non-Collusion Statement

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or business or legal entity.

Federally Funded Purchases

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases (seeattached “Federally Funded Purchases” form.

Contract Provisions for contracts under Federal Awards – Contractor agrees to comply withthe following provisions.

Contracts for more than the simplified acquisition threshold currently set at $250,000,which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of $10,000 must address termination for cause and for convenience including the manner by which it will be affected and the basis for settlement.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity"(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federalprogram legislation, all prime construction contracts in excess of $2,000 must include aprovision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required topay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issuedby the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market,or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient

must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of $250,000 must contain a provision that requires the award to agree to comply with allapplicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency andthe Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to the District if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The District may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the District knows the certification is erroneous.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or submit anoffer for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federalcontract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection withobtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.

2 C.F.R. § 200.323 PROCUREMENT OF RECOVERED MATERIALS. An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2 C.F.R. § 200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The District, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The vendor shall certify that they will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

2 C.F.R. § 200.322 CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS.

As appropriate and to the extent consistent with law, the District should, to the greatest extent practicable under a Federal award, provide has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

- "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2 C.F.R § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. CFR 200.321 requires that (a) non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

2 C.F.R § 200.334 RECORDS RETENTION REQUIREMENTS.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Contractor certifies that Contractor is in compliance with all applicable provisions of 2 CFR 200.334.

Buy American Act. Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

EXHIBIT D

Contractor's Insurance

PARKPLA-01 SMUNIZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Trimble-Batjer Insurance Associates LLP
120 Austin Hwy.
Ste. 103
San Antonio, TX 78209

CONTACT NAME: Susan Muñiz
PHONE (A/C, No, Ext): (210) 253-2415 FAX (A/C, No):
E-MAIL ADDRESS: susan@tb1883.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Specialty Underwriters Insurance Company	13037
INSURER B : The Cincinnati Insurance Company	10677
INSURER C : Texas Mutual Insurance Company	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Park Place Recreation Designs, Inc.
P.O. Box 18186
San Antonio, TX 78218

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			CSU0181917	2/1/2022	2/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			EBA0642235	2/1/2022	2/1/2023	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	2,000,000
	X EXCESS LIAB CLAIMS-MADE			CSU0181922	2/1/2022	2/1/2023	AGGREGATE	$	2,000,000
	DED X RETENTION $ 0							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A		0001208483	2/1/2022	2/1/2023	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
B	Installation Floater			ENP0642235	2/1/2022	2/1/2023	See Below		
B	Installation Floater			ENP0642235	2/1/2022	2/1/2023	Deductible		1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See 2nd page for special provisions

RE: RCQ 2022-1054 Jose De Escandon Elementary Inclusive Playscape with Synthetic Turf Surfacing

CERTIFICATE HOLDER

McAllen Independent School District
2000 N. 23rd Street
Mc Allen, TX 78501-6126

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

331

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: PARKPLA-01 SMUNIZ

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Trimble-Batjer Insurance Associates LLP		Park Place Recreation Designs, Inc. P.O. Box 18186 San Antonio, TX 78218
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Special Provisions
General Liability and Auto policies include blanket additional insured endorsement, with general liability including products/completed operations, and primary and non-contributory coverage, and General Liability, Auto and Workers' Compensation include a blanket waiver of subrogation endorsement all in favor of any person or organization as required by signed, written contract.

WE HAVE ISSUED AN INDUSTRY STANDARD ACORD CERTIFICATE OF INSURANCE FOR OUR CUSTOMER. A LAW PASSED BY THE TEXAS LEGISLATURE EFFECTIVE JANUARY 1, 2012 (SENATE BILL 425) PROHIBITS US FROM ADDING SPECIAL WORDING TO THE CERTIFICATE THAT WOULD (1)ALTER, AMEND OR EXTEND COVERAGE OR TERMS AND CONDITIONS PROVIDED BY THE INSURANCE POLICY; AND (2)PROVIDE FALSE OR MISLEADING INFORMATION CONCERNING THE INSURANCE POLICY; OR (3) REFER TO A LEGAL OR INSURANCE REQUIREMENT CONTAINED IN A CONTRACT.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EXHIBIT E

Payment and Performance Bonds

SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
(713) 812-0800

TEXAS STATUTORY PAYMENT BOND

(Public Works)

Bond No.:4427140

KNOW ALL MEN BY THESE PRESENTS:

THAT, Park Place Recreation Designs, Inc. (hereinafter called the Principal), as principal, and SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto McAllen Independent School District (hereinafter called the Obligee), in the amount of One Hundred Ninety Nine Thousand Nine Hundred Seventy-Six Dollars and 20/100-- Dollars ($199,976.20) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 3rd day of June , 2022 for Contract 2022-194 Park Place Recreation Design, Inc. through RFCQ 2022-1054, Jose De Escandon Elementary Inclusive Playscape with Synthetic Turf Surfacing, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 6th day of June, 2022.

Principal: Park Place Recreation Designs, Inc.

By: _____

Surety: **SureTec Insurance Company**

By: _____
Tammy A. Friddle, Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

Rev. 1-1-06

SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
(713) 812-0800

TEXAS STATUTORY PERFORMANCE BOND

Bond No.:4427140

KNOW ALL MEN BY THESE PRESENTS:

THAT, Park Place Recreation Designs, Inc. (hereinafter called the Principal, and **SureTec Insurance Company**, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto McAllen Independent School District (hereinafter called the Obligee), in the amount of One Hundred Ninety Nine Thousand Nine Hundred Seventy-Six Dollars and 20/100-- Dollars ($199,976.20) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 3rd day of June , 2022 for Contract 2022-194 Park Place Recreation Design, Inc. through RFCQ 2022-1054, Jose De Escandon Elementary Inclusive Playscape with Synthetic Turf Surfacing, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 6th day of June, 2022.

Principal: Park Place Recreation Designs, Inc.

By: _____

Surety: **SureTec Insurance Company**

By: _____
Tammy A. Friddle, Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

Rev. 1-1-06

POA# 4221025

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Paul G. Adam, Peter S. Batjer, Joseph P. O'Connor, Lisa W. Friend, Susan D.B. Muniz, Alan N. Sisk, Marci James, Shannon Dunaway, Tammy A. Friddle

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars ($10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of May , 2022 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

SURETEC INSURANCE COMPANY

MARKEL INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Markel Insurance Company

By: _____
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of May, 2022 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.

DONNA DONAVANT NOTARY PUBLIC MY COMMISSION NUMBER 7063968 COMMONWEALTH OF VIRGINIA

By: _____
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 6th day of June, 2022.

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Richard R. Grinnan, Vice President and Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. **4221025**
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE
Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2022-1031 Athletic Equipment, Supplies, Reconditioning Services, and Related Products (Round 11)

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District solicited proposals for athletic equipment, supplies, reconditioning services, and related products. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide, 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 Board approval. The Board, with some exceptions, historically awarded this Request for Proposal on a monthly basis. Sixty (60) vendors were previously awarded through this Request for Proposal.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Three hundred ninety-four (394) vendors were invited to submit proposals, and eight (8) vendors responded, including five (5) no bid responses. The evaluation committee, comprised of Brian McClenny, Director of Athletics; Raul Vega, Assistant Athletics Director; Lorena Lopez, Assistant Athletics Director; Alexandra Molina, Executive Director of Child Nutrition and Purchasing; Elizabeth Cabrera, Coordinator for Purchasing Services; and Sandra Pulido, Buyer, evaluated the proposals. Administration is recommending the three (3) vendors listed on the attached list, be awarded on this Request for Proposal, for a total of sixty-three (63) 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. 2022-1031 Athletic Equipment, Supplies, Reconditioning Services, and Related Products (Round 11), and award vendors on the attached list, for a coterminous term through June 30, 2025.

SUBMITTED BY: _____

SUPERVISOR: Brian McClenny
Brian McClenny (Jun 6, 2023 17:40 CDT)

For further information contact:
Name: Brian McClenny
Office: 956-618-6089
email: bmcclenn@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

RFP 2022-1031 Athletic Equipment, Supplies, Reconditioning Services, and Related Products (Round 11)

No.	Responding Supplier	City	State	Recommendation
1	Game One (ASB Sports Acquisition Inc)	Holland	TX	Qualified
2	Inzer Advance Designs Inc.	Longview	TX	Qualified
3	T9 Sports (Venustiano Martinez)	Laguna Vista	TX	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Report Regarding Interlocal Cooperative Agreement No. 2020-002 Texas Association of School Board (TASB) Purchasing Cooperative Buyboard

REFERENCE: Goal 4 - Financial Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Texas Association of School Board (TASB) Buyboard is a customized electronic purchasing system which is administered through the Local Government Purchasing Cooperative ("Agency"). The Agency was created in accordance with Section 791.001 of the Texas Government Code. It's purpose is to provide efficiencies for members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services. Membership is free and the McAllen Independent School District ("District") benefits from the Purchasing Cooperatives as additonal resources.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District utilizes the contracts available through Purchasing Cooperatives as an additional resource for the acquisition of goods and services for students and staff on an as-needed basis. Additionally, in accordance with Texas Education Code, Chapter 44, Section 44.0331 - Management Fees Under Certain Cooperative Purchasing Contracts, a school district is required to report fees, including management fees, paid by or to the District through Interlocal Cooperative Agreements.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

The District recieved $40,134.92. last year in rebates through Buyboard. The District paid a fee a $1,200.00 fee to the Agency, using bugeted funds.

RECOMMENDED BOARD ACTION:

This item is for informational purposes.

SUBMITTED BY: Alexandra Molina (Jun 8, 2023 12:49 CDT)

SUPERVISOR:

For further information contact:
Name: Alexandra Molina
Office: 956-657-4480
email: alexandra.molina@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Report Regarding Interlocal Cooperative Agreement No. 2020-003 State of Texas Cooperative Purchasing Program

REFERENCE: Goal 4 - Financial Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The State of Texas Cooperative Purchasing Program ("Agency") is a customized electronic purchasing system which is administered through the Local Government Purchasing Cooperative. The Agency was created in accordance with Section 791.001 of the Texas Government Code. It's purpose is to provide efficiencies for members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District utilizes the contracts available through purchasing cooperatives as an additional resource for the acquisition of goods and services for students and staff on an as-needed basis. Additionally, in accordance with Texas Education Code, Chapter 44, Section 44.0331 - Management Fees Under Certain Cooperative Purchasing Contracts, a school district is required to report fees, including management fees, paid by or to the District through Interlocal Cooperative Agreements.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

The McAllen Independent School District pays an annual fee of $100.00 for membership, using budgeted funds.

RECOMMENDED BOARD ACTION:

This item is for informational purposes.

SUBMITTED BY: Alexandra Molina (Jun 8, 2023 12:48 CDT)

SUPERVISOR:

For further information contact:
Name: Alexandra Molina
Office: 956-657-4480
email: alexandra.molina@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Report Regarding Interlocal Cooperative Agreement No. 2020-001 OMNIA Partners

REFERENCE: Goal 4 - Financial Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

OMNIA Partners ("OMNIA") is a customized electronic purchasing system which is administered through the Local Government Purchasing Cooperative ("Agency"). The Agency was created in accordance with Section 791.001 of the Texas Government Code. It's purpose is to provide efficiencies for members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services. Membership is free and the McAllen Independent School District ("District") benefits from the Purchasing Cooperatives as additonal resources.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District utilizes the contracts available through Purchasing Cooperatives as an additional resource for the acquisition of goods and services for students and staff on an as-needed basis. Additionally, in accordance with Texas Education Code, Chapter 44, Section 44.0331 - Management Fees Under Certain Cooperative Purchasing Contracts, a school district is required to report fees, including management fees, paid by or to the District through Interlocal Cooperative Agreements.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

The District recieved $46,928.52 last year in rebates through OMNIA.

RECOMMENDED BOARD ACTION:

This item is for informational purposes.

SUBMITTED BY: Alexandra Molina (Jun 8, 2023 12:50 CDT)

SUPERVISOR:

For further information contact:
Name: Alexandra Molina
Office: 956-657-4480
email: alexandra.molina@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Report Regarding Interlocal Cooperative Agreement No. 2020-004 The Interlocal Purchasing System (TIPS)

REFERENCE: Goal 4 - Financial Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Interlocal Purchasing System ("TIPS") is a customized electronic purchasing system which is administered through the Local Government Purchasing Cooperative ("Agency"). The Agency was created in accordance with Section 791.001 of the Texas Government Code. It's purpose is to provide efficiencies for members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services. Membership is free and the McAllen Independent School District ("District") benefits from the Purchasing Cooperatives as additonal resources.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District utilizes the Contracts available through Purchasing Cooperatives as an additional resource for the acquisition of goods and services for students and staff on an as-needed basis. Additionally, in accordance with Texas Education Code, Chapter 44, Section 44.0331 - Management Fees Under Certain Cooperative Purchasing Contracts, a school district is required to report the fees paid for purchases through Interlocal Cooperative Agreements.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

The District recieved $929.98 last year in rebates through TIPS.

RECOMMENDED BOARD ACTION:

This item is for informational purposes.

SUBMITTED BY: Alexandra Molina (Jun 8, 2023 12:48 CDT)

SUPERVISOR:

For further information contact:
Name: Alexandra Molina
Office: 956-657-4480
email: alexandra.molina@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Report Regarding Intent to Apply for 2024-2025 Stronger Connections Grant Program

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The purpose of this program is to support systemic change in the way that school districts address and respond to bullying, violence, and acts of hate. Supporting the academic and nonacademic needs of students by providing safe, inclusive, and supportive learning environments will result in improved academic achievement as well as mental, behavioral, emotional, and physical health and well-being of students.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

This program will focus on incorporating resources and supports developed by the Texas Center for Student Supports and regional Education Service Centers to access coaching, job-embedded professional development, and training to implement a Student Support Program that includes improving school climate, a student support team structure, and behavioral threat assessment implementation. Participating local educational agencies will implement the program at three district campuses, one at each level (elementary, intermediate/middle school, and high school) where the campus will:

- establish and improve school culture resulting in strong relationships between staff and students, while addressing harmful, violent, and threatening behavior resulting in reductions in behavioral and disciplinary incidents, chronic absenteeism, incidents of bullying and harassment, and improved overall academic outcomes
- implement effective mental health training, support, and use of resources; and
- implement an effective student support team structure

Each local educational agency will also establish sustainable practices to continue the program beyond the grant funding period and develop a plan to expand the initiative to additional campuses in the district.

LEGAL REVIEW:

N/A

BUDGETARY CONSIDERATIONS:

It is anticipated that approximately sixty grants will be awarded. Grants will be awarded in amounts from $850,000 to $1,000,000 for local educational agencies with a district enrollment of 10,000 or fewer students and $1,200,000 to $1,500,000 for local educational agencies with a district enrollment of more than 10,000 students.

RECOMMENDED BOARD ACTION:

This item is for information purposes only.

SUBMITTED BY: Laura Williams (Jun 5, 2023 20:06 CDT) **SUPERVISOR:**

For further information contact:
Name: Laura Williams, Director of Special Funding
Office: (956) 657-6011
eMail: laura.williams@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

Report Regarding Intent to Apply for FY 2024-2025 Stronger Connections Grant Program

Laura Williams, Director of Special Funding

June 12, 2023

Highlights of the FY 2024-2025 Stronger Connections Grant Program:

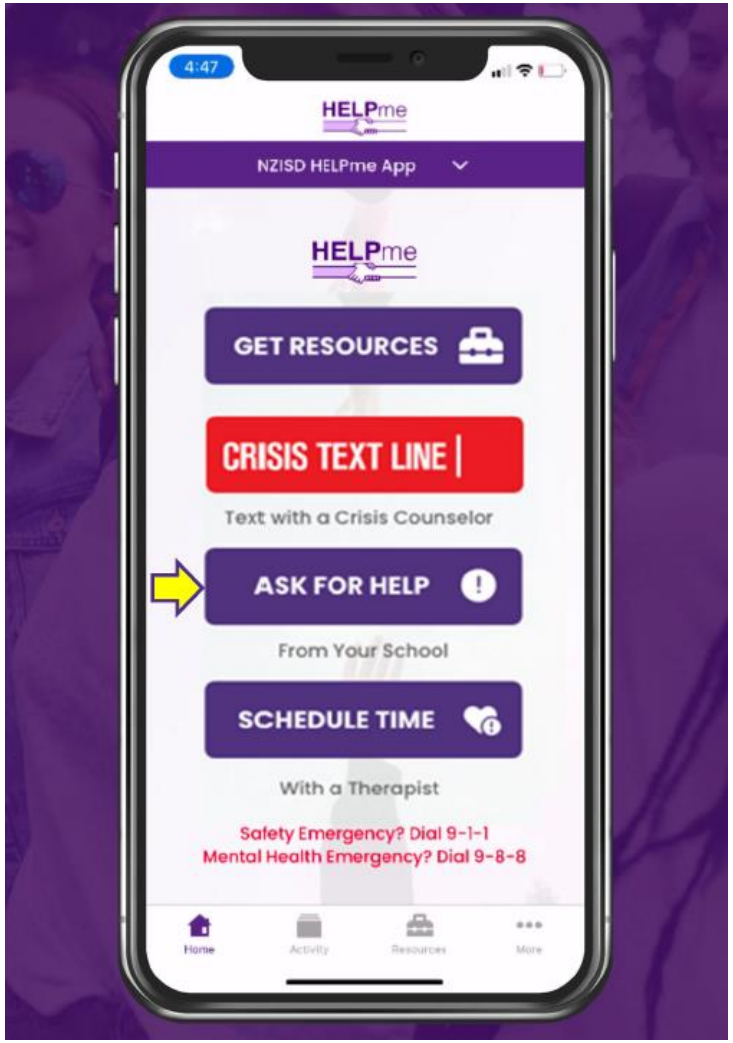
Key Dates:

- Grant application deadline is July 18, 2023
- Notice of Intent to Apply deadline is June 30, 2023
  - McAllen ISD submitted intent to apply on June 5, 2023
- Grant period 11/15/23 – 9/30/25
- Anticipated number of awards: 60
- Awards amounts:
  - $850,000 to $1,000,000 for LEA's with a district enrollment of 10,000 or fewer students
  - $1,200,000 to $1,500,000 for LEA's with a district enrollment of more than 10,000 students
- Authorized by the P.L. 117-159 Bipartisan Safer Communities Act Title II School Improvement Programs (June 25, 2022) Bipartisan Safer Communities Act (BSCA)
- Match of 5%

Purpose:

The purpose of this program is to support systemic change in the way that school districts address and respond to bullying, violence, and acts of hate. Supporting the academic and nonacademic needs of students by providing safe, inclusive, and supportive learning environments will result in improved academic achievement as well as mental, behavioral, emotional, and physical health and well-being of students.

HELPme App:



347

Thank you

348

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action of the McAllen Independent School District June Budget Amendment for Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023.

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

In accordance with the Texas Education Agency 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	Capital Projects Fund
Audited Fund Balance	$ 149,933,573	$ 3,328,221	$ 14,770,086
Revenues	247,357,427	7,167,675	24,904,569
Expenditures	302,868,664	6,814,145	40,819,883
Preliminary Ending Fund Balance	$ 94,422,336	$ 3,681,751	$ (1,145,228)

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action of the McAllen Independent School District June Budget Amendment for Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023.

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the McAllen Independent School District June Budget Amendment for the General Fund, Debt Service Fund and Capital Projects Fund for Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023.

SUBMITTED BY: _____ **SUPERVISOR:** _____

For further information contact:
Name: Iris Luna, RTSBA
Office: (956) 618-6016
eMail: iris.luna@mcallenisd.net

Approved for presentation to the Board of Education:

_____
Superintendent of Schools

McAllen Independent School District
Summary Report as of June 12, 2023
Review of Budget Amendments and Proposed Amendments

GENERAL FUND

	A	B	C	D	E
			Budget Amendments Under Consideration		
Description	Original Budget	Revised Budget 04/30/2023	Revisions	Transfers	Revised Budget 06/12/2023
Audited Fund Balance	**149,933,573**	**149,933,573**			**149,933,573**
Revenues:					
Local:					
Property Taxes	84,847,227	87,656,209	510,000		88,166,209
Interest Income	449,000	4,409,417	4,441		4,413,858
Other Local Income	2,558,363	2,912,167	389,333		3,301,500
State:	122,747,887	120,026,458	960,779	39,658	121,026,895
Federal:	24,168,809	26,345,453	3,916,012	(42,753)	30,218,712
Other Sources:	0	84,785	142,373	3,095	230,253
Total Revenues	**234,771,286**	**241,434,489**	**5,922,938**	**0**	**247,357,427**
Expenditures:					
11 Instruction	111,529,775	118,776,270	4,604,140	3,923,615	127,304,025
12 Inst. Res. & Media Services	3,439,107	3,537,324	12,981	7,959	3,558,264
13 Curriculum Dev. & Inst. Staff Dev.	4,485,953	5,149,571	13,871	(44,540)	5,118,902
21 Inst. Leadership	3,232,831	3,375,235	15,807	69,321	3,460,363
23 School Leadership	13,078,246	13,884,409	55,855	(16,441)	13,923,823
31 Guid., Counseling & Eval. Ser.	9,892,119	10,593,708	41,358	43,107	10,678,173
32 Social Work Services	1,938,730	2,194,462	8,883	29,771	2,233,116
33 Health Services	3,011,681	3,159,200	11,810	4,458	3,175,468
34 Student (Pupil) Trans.	4,394,173	6,153,113	17,934	241,964	6,413,011
35 Food Services	19,375,000	23,481,636	100	2,275	23,484,011
36 Curricular/Extracurricular Act.	11,106,630	11,956,742	74,705	(70,537)	11,960,910
41 General Administration	7,751,869	8,797,638	24,150	37,239	8,859,027
51 Plant Maint. & Operations	26,638,858	23,181,965	1,787,354	(904,861)	24,064,458
52 Security and Monitoring Serv.	4,787,045	8,089,630	19,633	12,724	8,121,987
53 Data Processing Services	4,866,183	6,336,988	15,093	11,606	6,363,687
61 Community Services	110,373	151,525	2,037	6,144	159,706
71 Debt Service	6,265,094	4,423,879		(7,373)	4,416,506
81 Fac. Acquisition & Const.	21,022,428	29,395,447		(2,210,413)	27,185,034
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000			40,000
99 Other Intergovernmental Charges	965,919	984,211			984,211
Other Uses	12,500,000	12,500,000		(1,136,018)	11,363,982
Total Expenditures	**270,432,014**	**296,162,953**	**6,705,711**	**0**	**302,868,664**
Preliminary Ending Fund Balance	**114,272,845**	**95,205,109**	**(782,773)**	**0**	**94,422,336**

GENERAL FUND
Revisions

REVENUES:

Local				
Property Taxes	- Increase to Tax Collections for Fund 199 General Fund	$ 510,000		
				510,000
Interest Income	- Increase to Interest Revenue for Fund 183 Athletics	$ 4,441		
				4,441
Other Local Income	- Donation from Millennium Copier Systems and Supplies for Barbeque Competition for Fund 199 General Fund	$ 3,000		
	- Student Contribution for Study Abroad Salamanca Spain Trip for Fund 199 General Fund	28,168		
	- Increase to Ticket Sales for Fund 183 Athletics	50,960		
	- Increase to Market Value Gain for Fund 197 QSCN 2011	307,205		
				389,333
State				
	- Increase to Teacher Retirement System On-Behalf	$ 960,779		
				960,779
Federal				
	- Increase to Indirect Cost from Federal Grants - Fund 282 ESSER III	$ 3,916,012		
				3,916,012
Other Sources				
	- Increase to Sale of Real/Personal Property for Sale of Used Equipment for Fund 199 General Fund	$ 142,373		
				142,373
			Grand Total	$ 5,922,938

EXPENDITURES:

Function 11	- Increase to Substitute Wages for Fund 183 Athletics	$ 827		
	- Increase for Student Travel for Study Abroad Salamanca Spain Trip for Fund 199 General Fund	28,168		
	- Increase to Salaries for Fund 199 General Fund as a result of Indirect Cost Revenues from Fund 282 ESSER III	3,916,012		
	- Transfer from Fund Balance for Fund 155 College Career Military Readiness for Stipends	7,511		
	- Increase to Teacher Retirement System On-Behalf	651,622		
				4,604,140
Function 12	- Increase to Teacher Retirement System On-Behalf	$ 12,981		
				12,981
Function 13	- Increase to Teacher Retirement System On-Behalf	$ 13,871		
				13,871
Function 21	- Increase to Supplies for Barbeque Competition for Fund 199 General Fund	$ 3,000		
	- Decrease to Contracted Maintenance and Repairs for Fund 163 Gifted and Talented	(470)		
	- Increase to Teacher Retirement System On-Behalf	13,277		
				15,807
Function 23	- Increase to Teacher Retirement System On-Behalf	$ 55,855		
				55,855
Function 31	- Increase to Teacher Retirement System On-Behalf	$ 41,358		
				41,358
Function 32	- Increase to Teacher Retirement System On-Behalf	$ 8,883		
				8,883

GENERAL FUND
Revisions

Function 33	- Increase to Teacher Retirement System On-Behalf	$ 11,810	11,810
Function 34	- Increase to Teacher Retirement System On-Behalf	$ 17,934	17,934
Function 35	- Increase to Teacher Retirement System On-Behalf	$ 100	100
Function 36	- Increase to Transportation, Part-Time Wages for Fund 183 Athletics	$ 54,574	
	- Increase to Teacher Retirement System On-Behalf	20,131	74,705
Function 41	- Increase to Teacher Retirement System On-Behalf	$ 24,150	24,150
Function 51	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Facilities, Maintenance and Operations Additional Needs due to inflated Equipment/Supply Costs	$ 300,000	
	- Transfer from Assigned Fund Balance for Fund 199 General Fund - Facilities, Maintenance and Operations Additional Needs due to Storm Damage Repairs	925,310	
	- Increase to Electricity based on Actual Usage	510,000	
	- Increase to Teacher Retirement System On-Behalf	52,044	1,787,354
Function 52	- Increase to Teacher Retirement System On-Behalf	$ 19,633	19,633
Function 53	- Increase to Teacher Retirement System On-Behalf	$ 15,093	15,093
Function 61	- Increase to Teacher Retirement System On-Behalf	$ 2,037	2,037
	Grand Total		$ 6,705,711

McAllen Independent School District
Summary Report as of June 12, 2023
Review of Budget Amendments and Proposed Amendments

DEBT SERVICE

	A	B	C	D	E
			Budget Amendments Under Consideration		
Description	Original Budget	Revised Budget 04/30/2023	Revisions	Transfers	Revised Budget 06/12/2023
Audited Fund Balance	**3,328,221**	**3,328,221**			**3,328,221**
Revenues:					
Local					
Property Taxes	6,730,200	6,569,234	40,000		6,609,234
Interest Income	2,000	67,000	45,000		112,000
Other Local Income	81,000	89,167	4,866		94,033
State		352,408			352,408
Federal					
Other Sources					
Total Revenues	**6,813,200**	**7,077,809**	**89,866**	**0**	**7,167,675**
Expenditures:					
71 Debt Service	6,813,200	6,814,145			6,814,145
Other Uses					
Total Expenditures	**6,813,200**	**6,814,145**	**0**	**0**	**6,814,145**
Preliminary Ending Fund Balance	**3,328,221**	**3,591,885**	**89,866**	**0**	**3,681,751**

DEBT SERVICE
Revisions

REVENUES:

Local

Property Taxes	- Increase to Tax Collections for Fund 599 Debt Service Fund	$ 40,000		
			40,000	
Interest Income	- Increase to Interest Revenue for Fund 599 Debt Service Fund	$ 45,000		
			45,000	
Other Local Income	- Increase to Tax Penalties/Interest for Fund 599 Debt Service Fund	$ 3,170		
	- Increase to Royalties for Fund 599 Debt Service Fund	1,696		
			4,866	
		Grand Total		$ 89,866

EXPENDITURES:

- None for June 2023

Grand Total $ -

McAllen Independent School District
Summary Report as of June 12, 2023
Review of Budget Amendments and Proposed Amendments

CAPITAL PROJECTS

	A	B	C	D	E
			Budget Amendments Under Consideration		
Description	Original Budget	Revised Budget 04/30/2023	Revisions	Transfers	Revised Budget 06/12/2023
Audited Fund Balance	**14,770,086**	**14,770,086**			**14,770,086**
Revenues:					
Local					
Interest Income		50,587			50,587
Other Local Income	1,000,000	13,500,000			13,500,000
Other Sources	12,500,000	12,500,000	(1,146,018)		11,353,982
Total Revenues	**13,500,000**	**26,050,587**	**(1,146,018)**	**0**	**24,904,569**
Expenditures:					
36 Curricular/Extracurricular Act.		163,615			163,615
41 General Administration		0			0
51 Plant Maint. & Operations	356,000	594,477		(57,336)	537,141
52 Security and Monitoring Serv.		249,804		64,067	313,871
81 Fac. Acquisition & Const.	22,280,181	39,811,987		(6,731)	39,805,256
Total Expenditures	**22,636,181**	**40,819,883**	**0**	**0**	**40,819,883**
Preliminary Ending Fund Balance	**5,633,905**	**790**	**(1,146,018)**	**0**	**(1,145,228)**

CAPITAL PROJECTS FUND
Revisions

REVENUES:			
Other Sources			
- Decrease to Operating Transfers In from Fund 199 General Fund to Fund 697 University of Texas Rio Grande Valley - Collegiate Academy due to Revenue being Received in 2023-2024		$ (1,146,018)	(1,146,018)
	Grand Total		$ (1,146,018)
EXPENDITURES:			
- None for June 2023		$ -	-
	Grand Total		$ -

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action of the Adoption of the McAllen Independent School District Budget for Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024

REFERENCE: Goal 4; Strategy 7: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The Texas Education Code and Board Policy CE (legal) require 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 or earlier. 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 2023-2024 budget was planned on an Average Daily Attendance of 18,181 and 96% of the estimated total tax levy at a rate of $1.0011.

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 $79,295 for fiscal year beginning July 1, 2023 and ending June 30, 2024.

B. Approval and Adoption of the General Fund budget of $266,011,253, the Debt Service Fund budget of $6,734,000 and the Capital Projects Fund budget of $12,242,331, for a total budget of $284,987,584 for fiscal year beginning July 1, 2023 and ending June 30, 2024.

SUBMITTED BY: _____ **SUPERVISOR:** _____

For further information contact:
Name: Iris Luna, RTSBA
Office: (956)618-6016
eMail: iris.luna@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

MCALLEN INDEPENDENT SCHOOL DISTRICT
Budget Summary
General, Debt Service and Capital Projects Funds
2023-2024

		General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
5700	LOCAL REVENUES	$ 94,103,224	$ 6,595,399	$ 11,000,000	$ 111,698,623
5800	STATE REVENUES	123,728,809	138,601	-	123,867,410
5900	FEDERAL REVENUES	23,679,760	-	-	23,679,760
7900	OTHER RESOURCES	-	-	-	-
FUND BALANCE CONTRIBUTIONS:					
	199 GENERAL FUND	4,298,502	-	-	4,298,502
	194 ESSER II - LOCAL	20,200,958	-	-	20,200,958
	599 DEBT SERVICE FUND	-	-	-	-
	619 MISD MTN-2020	-	-	-	-
	620 MTN-2020	-	-	1,242,331	1,242,331
	697 UTRGV COLLEGIATE ACADEMY	-	-	-	-
	698 MISD CAPITAL PROJECTS	-	-	-	-
	Total Revenues and Fund Balance	$ 266,011,253	$ 6,734,000	$ 12,242,331	$ 284,987,584

		General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
11	INSTRUCTION	$ 131,841,014	$ -	$ -	$ 131,841,014
12	INSTRUCTIONAL RES & MEDIA SERV	3,542,411	-	-	3,542,411
13	CURR DEV & INSTRUCTIONAL DEV	4,375,854	-	-	4,375,854
21	INSTRUCTIONAL LEADERSHIP	3,680,515	-	-	3,680,515
23	SCHOOL LEADERSHIP	13,525,111	-	-	13,525,111
31	GUIDANCE COUNSELING AND EVAL	10,227,481	-	-	10,227,481
32	SOCIAL WORK SERVICES	2,243,964	-	-	2,243,964
33	HEALTH SERVICES	2,996,732	-	-	2,996,732
34	STUDENT TRANSPORTATION	4,230,015	-	-	4,230,015
35	FOOD SERVICES	20,250,856	-	-	20,250,856
36	EXTRACURRICULAR ACTIVITIES	10,078,335	-	-	10,078,335
41	GENERAL ADMINISTRATION	8,239,431	-	-	8,239,431
51	FACILITIES MAINT & OPERATIONS	19,371,239	-	247,463	19,618,702
52	SECURITY AND MONITORING SERV	4,848,855	-	-	4,848,855
53	DATA PROCESSING SERVICES	5,738,354	-	-	5,738,354
61	COMMUNITY SERVICES	112,825	-	-	112,825
71	DEBT SERVICE	4,477,486	6,734,000	-	11,211,486
81	FACILITIES ACQ & CONSTRUCTION	15,142,749	-	11,994,868	27,137,617
95	PYMTS TO JUVENILE JUSTICE	40,000	-	-	40,000
99	OTHER INTERGOVT CHARGES	1,048,026	-	-	1,048,026
8900	OTHER USES	-	-	-	-
	Total Appropriations	$ 266,011,253	$ 6,734,000	$ 12,242,331	$ 284,987,584

McALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations by Function
Accelerated Instruction Funds
2023-2024

	State Compensatory Fund
11 - INSTRUCTION	$ 64,785
12 - INSTRUCTIONAL RES & MEDIA SERV	-
13 - CURR DEV & INSTRUCTIONAL DEV	8,255
23 - SCHOOL LEADERSHIP	6,255
31 - COUNSEL AND EVALUATION	-
61 - COMMUNITY SERVICES	-
Total Appropriations	$ 79,295

DISTRICT OF CHAMPIONS



McALLEN
INDEPENDENT SCHOOL DISTRICT

2023-2024

ANNUAL BUDGET

JULY 1, 2023 TO JUNE 30, 2024

2000 N. 23RD. STREET | MCALLEN, TX 78501 | HIDALGO COUNTY
(956)618-6000 | MCALLENISD.ORG

Table of Contents

Executive Summary 5
Principal Officers 6
Transmittal Letter 7
Budget Introduction 18
Budget Process 20
Budget Overview 22
ASBO Meritorious Budget Award 34
GFOA Distinguished Budget Presentation Award 36
GFOA Certificate of Achievement for Excellence in Financial Reporting 37
Schools First Financial Integrity Rating System of Texas (FIRST) 38
Texas Comptroller Transparency Stars 39
Texas Comptroller Leadership Circle Awards 40
Purchasing Services Awards 41

Organizational Section 42
Where is McAllen, Texas? 43
Who is McAllen ISD? 44
2023-2024 School Calendar 53
School Zone Official Map 54
Campus Listing 55
2022-2023 Organizational Chart 58
Superintendent 59
A Letter from the Superintendent 64
Administrative Staff 65
Board of Trustees 66
Our Vision and Our Mission 69
Our Goals and Strategies 70
Long Term Financial Planning and Major Initiatives 72
Facilities Education Master Plan 73
Prekindergarten Program 75
District Policies 76
Budget Planning 109
Budget Process 111
Budget Development Calendar 112
Account Code Structure 125

Financial Section 128
Introduction 129
All Funds Combined
Revenue and Expenditure Assumptions and Trends 130
Capital Outlay Projects 133
Summary All Funds Forecast 134
Two Year Budget Comparison of General, Debt Service and Capital Projects Funds 135
Two Year Budget Comparison of Revenues by Object Code – General, Debt Service and Capital Projects Funds 136
Appropriations – Budget Summary – General, Debt Service and Capital Projects Funds 137
Two Year Budget Comparison of Appropriations by Object Code – General, Debt Service and Capital Projects Funds 138
Two Year Budget Comparison of Appropriations by Function – General, Debt Service and Capital Projects Funds 139
Appropriations by Function - Two Year Budget Comparison of General, Debt Service and Capital Projects Funds 140
Appropriations by Function – General Fund, Debt Service and Capital Projects Funds 141
Budget Summary – General, Debt Service and Capital Projects Funds 144
State Compensatory Education Program 145
Appropriations by Function – Accelerated Instruction Funds 146
General Fund
General Fund Balance 147
General Fund Forecast (Funds 1xx) 148
Revenues – General Fund 149
Appropriations – General Fund 150
Budget Summary – General Fund 154
Debt Service Fund and Capital Projects Fund
Debt Service Fund Balance 155
Debt Service Fund Forecast 156
Capital Projects Fund 157
Capital Projects Fund Forecast (Funds 6xx) 158
Revenues – Debt Service and Capital Projects Funds 159
Appropriations – Debt Service and Capital Projects Funds 159
Special Revenue, Enterprise and Internal Service Funds 160
Budget Summary – Special Revenue and Proprietary Funds 164

Informational Section 165
Assessed Values 166
Property Tax Rates and Collections 166
Maintenance & Operations Tax Limitation 167
Tax Supported Debt Limitation 167
Tax Rate History 168
Effect of Tax Levy on Single Family Residence 168

Principal Property Taxpayers 169
Student Enrollment 170
Performance Measures 171
Debt Service Bond Amortization Schedule 177
Bond Ratings 177
Issue by Issue Outstanding Debt Obligations 178
Definition of Overlapping Debt 179
Maintenance Tax Notes Fund Balance 180
Maintenance Tax Notes Amortization Schedule 181
Tax Rate Worksheets 184
Pay Information 190
- Teacher/Librarian Minimum Hiring Pay Structure 191
- Administrative Education Pay Structure 192
- Administrative Management Pay Structure 195
- Clerical/Technical Pay Structure 197
- Instructional Support Pay Structure 199
- Auxiliary Pay Structure 200
- Part Time Rates 202
- Athletic Program Rates 203
- Substitute Rates 204
- Summer School Rates – Remediation/Recovery/Enrichment Program 205
- Evening Study Center Rates and Safe and Secure Child Care Rates 206

Stipends 207
- Athletic Programs 208
- Advanced Academics and Bilingual Program 209
- Career Technical Education Program 210
- Fine Arts Program 211
- Regional Day School Program for the Deaf (RDSPD) 212
- Special Education Program 213
- Special Duty Assignments 214
- Grant Funded Stipends – Dyslexia Program, Reading Academy, State & Federal Programs 215
- Grant Funded Stipends – ESSER Stipends & UTRGV-Project MHS Access 216
- Department/Grade Level Chair/UIL/Extracurricular Stipends 217
- Extra Duty Pay 218

Staffing Guidelines 220
- Staff Count – All Funds 221
- Elementary Schools Staffing Guidelines 222
- Middle Schools Staffing Guidelines 224
- High Schools Staffing Guidelines 227

Glossary of Terms 231
Works Cited 239

McALLEN
INDEPENDENT SCHOOL DISTRICT

Executive Summary



365

Principal Officers

Board of Trustees	Length of Service	Term Expires
Mrs. Debbie Crane Aliseda, Place 3 President	10 Years	2025
Mr. Sam Saldivar, Jr., Place 7 Vice President	14 Years	2025
Ms. Sofia M. Peña, Place 6 Secretary	2 Years	2025
Mrs. Erica De La Garza- Lopez, Place 4 Trustee	4 Years	2027
Mrs. Elizabeth (Lizzie) Kittleman, Place 1 Trustee	1 Month	2027
Ms. Lucia Regalado, Place 2 Trustee	1 Month	2027
Mr. Aaron D. Rivera, Place 5 Trustee	1 Month	2027

Administrative Officials	Position	Length of Service
J. A. Gonzalez, Ed. D.	Superintendent of Schools	25 Years
Bridgette Vieh	Associate Superintendent for Instructional Leadership	27 Years
Adel Felix, CPA, CFE	Assistant Superintendent for Business Operations	5 Years
Rosalba De Hoyos, Ed. D.	Assistant Superintendent for Instructional Services	11 Years
Alejandra Gonzalez	Assistant Superintendent for District Operations	15 Years
Todd Miller	Assistant Superintendent for Human Resources	8 Years
Iris Luna, RTSBA	Chief Financial Officer	9 Years

June 12, 2023

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 (hereinafter referred to as "District") 2023-2024 Budget Book. The Budget Book and the Annual Comprehensive Financial Report (ACFR) are the primary tools used to present the financial plan and the results of operations of the District. The information included in this budget document is structured to meet the requirements of the Meritorious Budget Award (MBA) of the Association of School Business Officials International (ASBO). This award represents the highest level of recognition in budgeting for school entities.

The Budget Book has been prepared in accordance with State regulations and local policies covering the required twelve-month period from July 1, 2023 through June 30, 2024. The primary purpose of this budget book is to provide timely and useful information concerning the past, current, and projected financial status of the District, in order to facilitate financial decisions that support the education goals of the District.

In accordance with Texas Education Agency (TEA) budget and accounting procedures guidelines, the District's official budget is comprised of the General Fund (which includes Food Service) and Debt Service Fund. The District has administratively opted to officially adopt the Capital Projects Fund.

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. For informational purposes only, budgets for grant programs are included throughout this presentation in order to present a comprehensive overview of District resources.

The District follows Federal, State, and Local guidelines during the budget development process. The two main fund types the District uses are Governmental and Proprietary Funds.

GOVERNMENTAL FUNDS

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.

Governmental fund types consist of four governmental fund groups. The four fund groups include the General, Special Revenue, Debt Service, and Capital Projects. Although most of the District's basic services are included in governmental funds, the District's General Fund is the chief operating fund.

The General Fund is used to show transactions resulting from operations of ongoing organizations and activities from a variety of revenue sources for which fund balance is controlled by and retained for the use of the local educational agency. Some of the General Fund's major functions include Instruction and Instructional Related Services, Instructional and School Leadership, Support Services – Student (Pupil), and Support Services – Non-Student Based. The General Fund's major revenue sources are State funding and property taxes.

Included in the General Fund is Food Service. The Food Service Fund is considered a part of the General Fund if no user fees are charged; i.e., students are not charged for meals. The fund balance of the Food Service Fund may not exceed three months of food service operations, and such balances are to be used exclusively for the allowable child nutrition program purposes.

In addition, the District utilizes Special Revenue Funds which are used to account for the proceeds of specific revenue sources (other than trust for individuals, private organizations, or other governments or for major capital projects) that are legally restricted to expenditures for specific purposes. Some of the District's Special Revenue Funds include Grants and Campus Activity Funds. In developing the 2023-2024 fiscal year budget, the District has included the Elementary and Secondary School Emergency Relief Fund (ESSER III) supplemental funding. Allowable costs to address the learning loss, as a result of the Covid-19 pandemic, as well as technology needs, personnel, Reading Academies, Math IXL program and other items are included as part of the original budget for fiscal year 2023-2024. As additional allowable needs are identified, funding will be appropriately budgeted throughout the grant period.

Debt Service Funds must be used to account for general long-term debt principal and interest for debt issues and other long-term debts for which a tax has been dedicated.

Capital Projects Funds must be used to account, on a project basis, for projects financed by the proceeds from bond issues and maintenance tax notes, and other sources as identified by the Board of Trustees.

PROPRIETARY FUNDS

Proprietary fund types are used to account for a school district's ongoing organizations and activities where net income and capital maintenance are measured. Generally accepted accounting principles that apply to similar businesses in the private sector are applicable to proprietary type funds. There are two proprietary fund types, Enterprise Funds and Internal Service Funds.

The District's Enterprise Funds are made up of fees charged to customers to help cover the costs of certain services it provides. The funds are the same as business-type activities. The District currently operates eight (8) after school programs referred to as Project Safe and Secure and a full day tuition based Pre-K program where children have hands-on purposeful opportunities for learning.

Internal Service Funds may be used to account for the financing of goods or services provided by one organizational unit of the school district to other organizational units of the school district on a cost reimbursement basis.

The District's Budget Book will provide a detailed overview of the District's various budgeted funds and will define, and illustrate, each of the major funds. The Budget Book was developed within the guidelines of the Texas Education Agency. The financial goal of the District is to have a sufficient fund balance to be able to maintain fiscal independence in case of a financial need or crisis. With this in mind, 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 the community.

Respectfully,

J.A. Gonzalez, Ed. D.
Superintendent of Schools

Adel Felix, CPA, CFE
Assistant Superintendent for Business Operations

Iris Luna, RTSBA
Chief Financial Officer



MCALLEN ISD: 3-TIME STATE 'A' RATED SCHOOL DISTRICT!
ALL-TIME HIGH SCORE OF 95 IN 2022!

DISTRICT OF CHAMPIONS



MCALLEN ISD: 4-TIME WINNER OF THE POST-SECONDARY READINESS DISTINCTION!

DISTRICT OF CHAMPIONS



ONLY SCHOOL DISTRICT IN TEXAS WITH 20,000+ ENROLLMENT, WINNER OF STATE "A" WITH 95 OR BETTER, WINNER OF POST-SECONDARY READINESS DISTINCTION AND WINNER OF SCHOOL FIRST AWARD WITH PERFECT SCORE!



HIGH SCHOOLS RANKED AMONG AMERICA'S BEST SCHOOLS FOR 8TH YEAR IN A ROW BY US NEWS & WORLD REPORT!

DISTRICT OF CHAMPIONS



EXCELLENT TEACHERS: 21 REGIONAL OR STATE TEACHERS OF THE YEAR IN THE LAST 32 YEARS!

DISTRICT OF CHAMPIONS



SCHOOL FIRST FINANCIAL INTEGRITY AWARD WINNER 19 TIMES IN LAST 20 YEARS. PERFECT SCORE IN 2022.



NATIONAL BEST COMMUNITY FOR MUSIC EDUCATION 11 YEARS IN A ROW (TOP 6% OF DISTRICTS NATIONWIDE)!

McALLEN
INDEPENDENT SCHOOL DISTRICT



TEXAS OUTSTANDING TEACHER OF THE DEAF AWARD FROM TEXAS ASSOCIATION OF PARENTS AND EDUCATORS OF THE DEAF (TAPED), BEATRICE GARCIA OF MEMORIAL HIGH SCHOOL!

Budget Introduction

The following document represents the financial plan for McAllen Independent School District for the 2023-2024 fiscal year. This budget provides the financial resources necessary to offer a competitive compensation package to our employees, maintain our existing facilities and provide the funds necessary to support our thirty existing campuses.

This budget document is organized into the following major sections:

- Executive Summary – Introduces the reader to the document as a whole. This section highlights and summarizes important information contained in the budget. Users rely on this section to get an overview of the information found in the remainder of the document.
- Organizational Section – Provides the context and framework within which the budget is developed and managed. This framework includes the District's mission statement and goals, organizational and financial structure, as well as the financial policies and procedures that regulate the development and administration of the budget.
- Financial Section – Contains the financial schedules that present the adopted budgets for the District and comparisons to the previous year. Also, includes additional explanation and analysis of significant changes from the prior year and trends that affect the adopted budgets.
- Informational Section – Contains additional financial information related to past and future budgets to help put the budget into context.

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

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



Strategic Plan

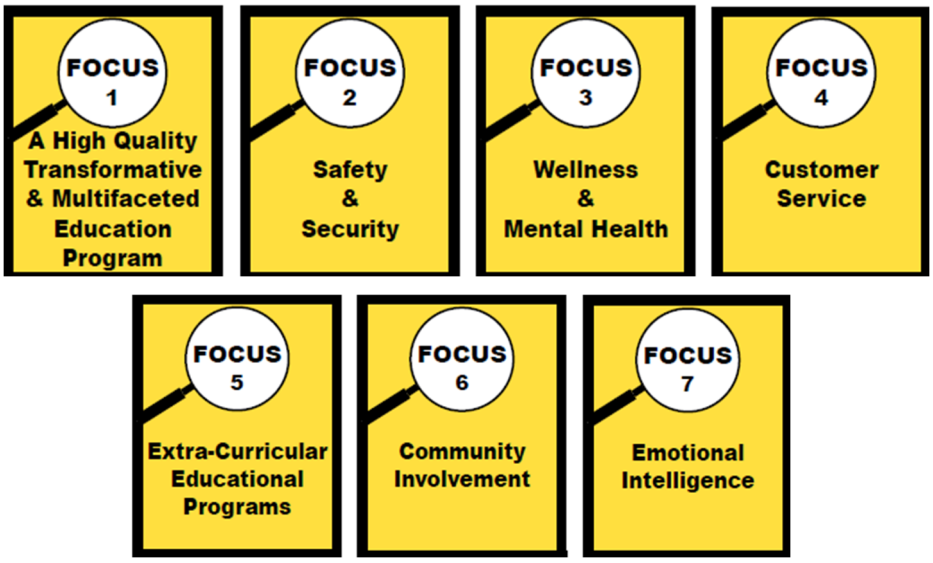
The District's strategic plan was created through focus group sessions, surveys, town hall meetings, and a series of full-day workshop meetings, students, parents, and other members of our community joined teachers and other employees in identifying our call to action, establishing our mission, identifying goals, and beginning the process of pinpointing key actions. The goals for the McAllen Independent School District are as follows:

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

Along with the creation of our Districts goals, seven strategies were also created to further define our four goals. The seven strategies are as follows:

1. Branding
2. Attract/Retain High Quality Staff
3. Engaging Learning Environment
4. Rigorous World Class Standards Customized for Every Learner
5. Partnerships with Business/Civic/Education/Organizations
6. Future-Ready Students
7. Financial Priorities

In support of our current strategic plan, our District launched a Champion Project in fiscal year 2020-2021. Through conversation with students, parents, teachers, and other staff, McAllen ISD identified Seven Focus Areas. McAllen ISD then targeted those Focus Areas to develop an interactive collection of material - in digital formats - to spotlight the many programs and services that we provide to our community. Through this virtual Parent Symposium, our community can access information on any of the outstanding programs that make McAllen ISD an A+ District.

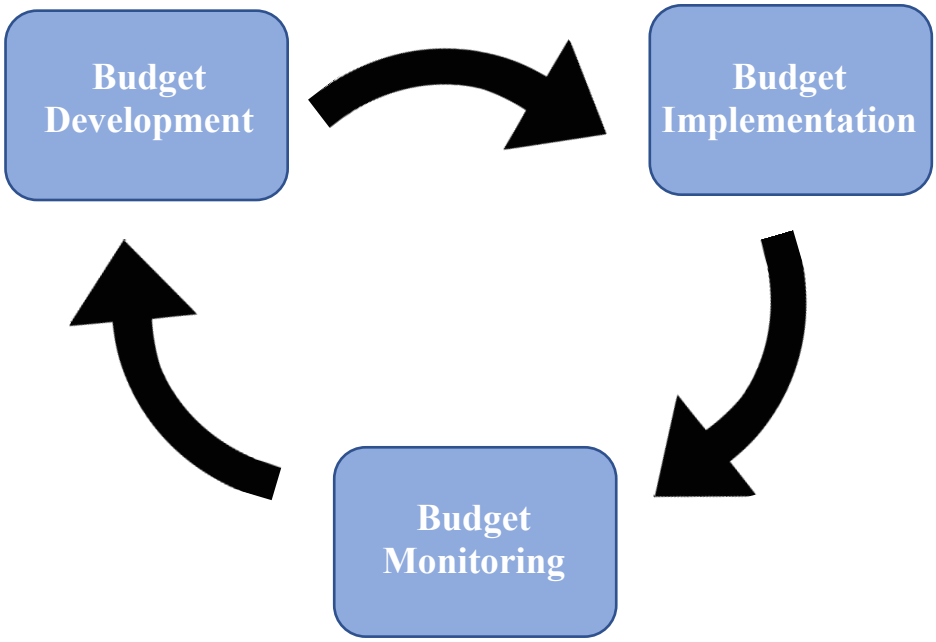


For additional information on our goals and strategies see page 70 in the Organizational Section.

Budget Process

Federal, state and local guidelines set the foundation for the budget development process. The process begins in January of each year with the preparation of the budget calendar and enrollment projections. These enrollment forecasts are used extensively during the budget development stage to determine available resources and staffing allocations. The Board of Trustees has the responsibility of adopting the budget no later than June 30.

The budgeting process is composed of three major phases: Development, Implementation and Monitoring. The Budget Development phase aligns the budget plan to assure the optimum fund balance is maintained, the percentage of total payroll cost, net of Texas Retirement System (TRS) on-behalf, is not more than 80%, provide reasonable staff compensation plan, maintain a reasonable tax collection rate, provide for a stable per pupil expenditure and contingency plan. The recommended budget is in line with established assumptions and District priorities based on the District's Vision, Mission, Goals and Strategies in the Budget Implementation phase. In the last phase, the Budget Monitoring phase, monthly financial reports show implementation compared to adopted budget and provide information that includes evidence that the District practices are sound, cost effective and consistent with District policy and law.



Key dates in the budget development process are as follows:

- January 31, 2023 — Preliminary State Property Values
- February 14, 2023 — Final Calendar for 2023-2024 budget approved
- February 21, 2023 — Discuss Staffing and Salary Projections for 2023-2024
- March 21, 2023 — Finalize Staffing
- April 3, 2023 — Start Inputting 2023-2024 Budget
- April 3, 2023 — Budget Training for Campus and Department Bookkeepers/Secretaries
- April 18, 2023 — Federal Program Budgets – Input of budgets completed
- April 18, 2023 — Campus, Department and State and Local Budgets – Input of all budgets completed
- April 30, 2023 — Preliminary Certified Property Tax Values
- June 12, 2023 — Approval of the 2023-2024 District Budget by Board of Trustees
- July 26, 2023 — Certified Local Property Tax Values
- August 21, 2023 — Approval and Adoption of the Resolution for the 2023 School Tax Rate

Each campus receives an allotment per student enrollment to be used for supplies, materials, equipment, and other appropriate instructional costs. For 2023-2024, the District campus allotments are as follows:

Campus Allotments

	2022-2023	2023-2024
High Schools	$90	$90
Alternative Schools	$140	$140
Middle Schools	$75	$75
Elementary Schools	$60	$60



Budget Overview

Revenue Key Factors

1. Enrollment is expected to decrease based on prior year trends.
2. Preliminary Certified Assessed Values increased 6.99% from 2022 to 2023. For future year budgets, an estimated 6% increase per year will be used to remain conservative.
3. House Bill (HB) 3, passed in the 86th Legislature, allows for continued tax compression of the tier one tax rate. In tax year 2023 and fiscal year 2023-2024, state compression of the Maintenance and Operations (M&O) tax rate will apply to the District's tier one tax rate. The M&O tax rate has been compressed from $1.0206 to $0.9338. The Interest and Sinking (I&S) tax rate decreased from $.0758 to $.0673 for a total tax rate decrease of $.0953 from $1.0964 to $1.0011.
4. Increase in Interest Revenue due to current market conditions resulting in higher interest rates.
5. Child Nutrition Program revenues include a decrease due to the expiration of pandemic-era waivers and flexibilities. The temporary increase in reimbursement rates included in the Keep Kids Fed Act are set to expire on June 30, 2023. This change coupled with the decreases in average daily attendance have negatively impacted the child nutrition program revenue projections.
6. Decrease in State Funding due to a decrease in ADA and attendance rate.
7. Increase in the School Health and Related Services (SHARS) Prior Year Settle-up revenues due to an increase in face-to-face instruction, therefore, increasing allowable claims for reimbursement.

Expenditure Key Factors

1. All expenditures that are not essential to the direct instructional process will be analyzed carefully each year.
2. Expenses will be focused on improving the District's academic performance rating.
3. Staffing levels and positions will continuously be monitored and reviewed. The District will strive to continue to make future staff reductions through attrition.
4. Payroll will remain at 2022-2023 budgetary levels due to the uncertainties of the 88th Legislative Session. The District reserves the right to make necessary compensation adjustments during the 2023-2024 school year to ensure compliance with House and Senate Bills passed during the 88th Legislative Session. Upon approval and final revisions, the compensation adjustments will be implemented for the 2023-2024 school year.



Total Revenue and Expenditures by Fund Comparisons

Revenues

General Fund (which includes Food Service), Debt Service Fund, and Capital Projects Fund revenues are budgeted to decrease by $15,317,092 or 5.58% from 2022-2023 forecasted budget. Revenues include local, state and federal sources. Other Sources which come from transfers and sale of personal/real property are also included. The major difference in revenues from 2022-2023 to 2023-2024 is due to the completion of Maintenance Tax Notes Series 2020 and Fund 194 ESSER II Local outstanding projects. The difference between revenues and expenditures for 2023-2024 is due carry-forward projects for Fund 194 ESSER II Local and Capital Projects Fund Projects.

Total Revenues by Fund Comparison

	Forecasted Budget 2022-2023	Adopted Budget 2023-2024	Percentage Change
General Fund	$ 241,434,489	$ 241,511,793	0.03%
Debt Service Fund	7,077,809	6,734,000	-4.86%
Capital Projects Fund	26,050,587	11,000,000	-57.77%
Total	$ 274,562,885	$ 259,245,793	-5.58%

Expenditures

General Fund (which includes Food Service), Debt Service Fund, and Capital Projects Fund expenditures are budgeted to decrease by $58,788,102 or 17.10% from the 2022-2023 forecasted budget. The major difference in expenditures is due to Fund 194 ESSER II Local carry-forward projects from 2022-2023 and Capital Projects Fund UTRGV Collegiate Academy one-time expenditure in 2022-2023. This plan provides the resources necessary for reaching the goals established in the District's Strategic Plan.

Total Expenditures by Fund Comparison

	Forecasted Budget 2022-2023	Adopted Budget 2023-2024	Percentage Change
General Fund	$ 296,162,953	$ 266,032,548	-10.17%
Debt Service Fund	6,814,145	6,734,000	-1.18%
Capital Projects Fund	40,819,883	12,242,331	-70.01%
Total	$ 343,796,981	$ 285,008,879	-17.10%

General Fund

Revenues

General Fund revenues are budgeted to increase $77,304 or 0.03% from 2022-2023 forecasted budget. The following table provides a comparison of revenues by source for the 2023-2024 adopted year and the 2022-2023 forecasted budget year.

General Fund Revenue Sources Comparison

	Forecasted Budget 2022-2023	Adopted Budget 2023-2024	Percentage Change
Local Sources	$ 94,977,793	$ 94,103,224	-0.92%
State Sources	120,026,458	123,728,809	3.08%
Federal Sources	26,345,453	23,679,760	-10.12%
Other Sources	84,785	-	-100.00%
Total	$ 241,434,489	$ 241,511,793	0.03%

Expenditures

General Fund expenditures are budgeted to decrease $30,130,405 or 10.17% from the 2022-2023 forecasted budget. The increase in Payroll Cost is due to a one-time payroll expense reclass in 2022-2023 from Fund 199 General Fund to Fund 282 ESSER III as allowed by the grant. Total decrease reflects Fund 194 ESSER II Local one-time projects that were completed in 2022-2023 as well as an Operating Transfer Out from Fund 199 General Fund to the Capital Projects Fund for the UTRGV Collegiate Academy.

General Fund Expenditures by Object Comparison

	Forecasted Budget 2022-2023	Adopted Budget 2023-2024	Percentage Change
Payroll Cost	$ 190,327,383	$ 203,615,944	6.98%
Professional and Contracted Services	14,126,438	12,972,476	-8.17%
Supplies and Materials	24,231,082	20,620,458	-14.90%
Other Operating Expenses	7,313,485	6,344,495	-13.25%
Debt Service	4,423,879	4,477,486	1.21%
Capital Outlay	43,240,686	18,001,689	-58.37%
Other Uses	12,500,000	-	-100.00%
Total	$ 296,162,953	$ 266,032,548	-10.17%

MCALLEN INDEPENDENT SCHOOL DISTRICT
General Fund Forecast (Funds 1xx)
2019-2020 to 2026-2027

	Audited FY 2020	Audited FY 2021	Audited FY 2022	Estimated Actuals FY 2023	Adopted FY 2024	Projected FY 2025	Projected FY 2026	Projected FY 2027
Beginning Fund Balance	**$ 98,070,422**	**$ 97,700,231**	**$ 107,594,997**	**$ 149,933,573**	**$ 133,636,523**	**$ 109,137,063**	**$ 109,137,063**	**$ 109,137,063**
Revenues								
5700 Local	83,754,535	83,646,750	96,881,249	95,056,664	94,103,224	96,968,217	99,907,995	102,938,460
5800 State	136,420,168	138,989,204	123,949,691	120,987,645	123,728,809	121,195,177	111,324,542	107,856,618
5900 Federal	19,052,998	22,818,861	27,226,999	26,302,700	23,679,760	23,679,760	23,679,760	23,679,760
7900 Other Sources	5,794,060	6,539,516	457,093	87,880	-	-	-	-
Total Revenues	**$ 245,021,761**	**$ 251,994,331**	**$ 248,515,032**	**$ 242,434,889**	**$ 241,511,793**	**$ 241,843,154**	**$ 234,912,297**	**$ 234,474,838**
Expenditures								
6100 Payroll Cost	171,537,906	179,718,449	141,932,064*	173,627,676 **	189,282,764	185,137,769	178,206,912	177,769,453
6100 TRS On-Behalf	12,089,639	11,722,594	9,109,723	13,224,206	13,647,475	13,647,475	13,647,475	13,647,475
6200 Prof & Contracted Services	13,913,755	12,537,499	13,712,339	13,066,228	12,950,157	12,950,157	12,950,157	12,950,157
6300 Supplies & Materials	24,700,038	25,899,436	21,137,322	21,134,711	19,285,772	19,285,772	19,285,772	19,285,772
6400 Other Operating Costs	4,129,113	3,507,857	4,904,600	6,356,995	6,344,495	6,344,495	6,344,495	6,344,495
6500 Debt Service	2,869,367	4,996,383	5,558,977	2,915,030	4,477,486	4,477,486	4,477,486	4,477,486
6600 Capital Outlay	10,993,798	2,527,196	8,244,032	21,046,261	20,023,104	-	-	-
8900 Other Uses	5,158,348	1,190,151	1,577,399	7,360,831	-	-	-	-
Total Expenditures	**$ 245,391,965**	**$ 242,099,565**	**$ 206,176,456**	**$ 258,731,938**	**$ 266,011,253**	**$ 241,843,154**	**$ 234,912,297**	**$ 234,474,838**
Net Income / (Loss)	(370,191)	9,894,766	42,338,576 ***	(16,297,049)****	(24,499,460)*****	-	-	-
Ending Fund Balance	**$ 97,700,231**	**$ 107,594,997**	**$ 149,933,573**	**$ 133,636,523**	**$ 109,137,063**	**$ 109,137,063**	**$ 109,137,063**	**$ 109,137,063**
ADA	20,645	19,923	18,697	18,241	18,181	18,091	18,002	17,912
Decrease in ADA				(456)	(60)	(90)	(89)	(90)
ADM	22,354	21,540	20,282	20,343	19,572	19,475	19,379	19,282
Decrease in ADM				61	(771)	(97)	(96)	(97)

*Includes $40,196,746 one-time payroll expense reclass from Fund 199 General Fund to Fund 281 ESSER II as allowed by the Grant and establishing Fund 194 ESSER II Local projects
**Includes $18,930,199 one-time payroll expense reclasses from Fund 199 General Fund to Fund 282 ESSER III as allowed by the Grant
***Net Income includes Fund 194 ESSER II Local carry-forward projects of $36,882,064 as reflected in 2022-2023 Budget
****Net Loss is due to the completion of ESSER II Local carry-forward projects in 2022-2023 and other fund balance transfers
*****Net Loss is due to usage of ESSER II Local fund balance of $20,200,958 and General Fund Assigned Fund Balance of $4,298,502

Future Year Projections 2024-2025 to 2026-2027:

Revenues include an increase in local tax revenue as a result of an estimated 6% increase in property values. State revenue includes decreases in ADA as shown above.
Expenditures are kept constant with the exception of payroll. Decreases in payroll are shown to reflect adjustments made to align with District staffing guidelines as a result from declining enrollment.

Debt Service Fund

Revenues
Debt Service Fund revenue is budgeted to decrease $343,809 or 4.86% over 2022-2023 forecasted budgeted revenue. The decrease in State Revenues from 2022-2023 to 2023-2024 was due to a decrease in Average Daily Attendance (ADA).

The following table provides a comparison of revenues by source for the 2023-2024 adopted year and the 2022-2023 forecasted budget.

Debt Service Fund Revenue Sources Comparison

	Forecasted Budget 2022-2023	Adopted Budget 2023-2024	Percentage Change
Local Sources	$ 6,725,401	$ 6,595,399	-1.93%
State Sources	352,408	138,601	-60.67%
Total	$ 7,077,809	$ 6,734,000	-4.86%

Expenditures
Debt Service Fund expenditures are budgeted to decrease $80,145 or 1.18% from the 2022-2023 forecasted budget year.

The following table provides a comparison of expenditures by object for the 2023-2024 adopted year and the 2022-2023 forecasted budget.

Debt Service Fund Expenditures by Object Comparison

	Forecasted Budget 2022-2023	Adopted Budget 2023-2024	Percentage Change
Principal	$ 5,175,000	$ 5,340,000	3.19%
Interest and Fees	1,639,145	1,394,000	-14.96%
Total	$ 6,814,145	$ 6,734,000	-1.18%

MCALLEN INDEPENDENT SCHOOL DISTRICT
Debt Service Fund Forecast
2019-2020 to 2026-2027

Fiscal Year	**Audited 2019-2020**	**Audited 2020-2021**	**Audited 2021-2022**	**Estimated Actuals 2022-2023**	**Adopted 2023-2024**	**Projected 2024-2025**	**Projected 2025-2026**	**Projected 2026-2027**
Debt Service Tax Rate	0.0942	0.0936	0.0884	0.0758	0.0673	0.0673	0.0673	0.0673
Beginning Fund Balance	**$ 1,740,717**	**$ 2,046,425**	**$ 2,639,059**	**$ 3,328,221**	**$ 3,591,885**	**$ 3,591,885**	**$ 3,591,885**	**$ 3,591,885**
Current Taxes	6,879,014	7,067,470	7,031,077	6,426,231	6,219,734	6,084,835	6,090,235	6,091,235
Delinquent Taxes	74,060	164,556	180,366	143,003	198,665	198,665	198,665	198,665
Sub-Total	6,953,074	7,232,026	7,211,443	6,569,234	6,418,399	6,283,500	6,288,900	6,289,900
State Funding	-	159,435	153,562	352,408	138,601	-	-	-
Hold Harmless	174,103	-	-	-	-	-	-	-
Prior Year Adjustments	-	11,644	16,461	-	-	-	-	-
Operating Transfer In from General Fund	-	-	-	-	-	-	-	-
Sub-Total	174,103	171,079	170,023	352,408	138,601	-	-	-
Issuance of Bonds (Bond Refunding)	-	40,875,000	-	-	-	-	-	-
Premium/Discount on Issuance of Bonds	-	5,332,904	-	-	-	-	-	-
	-	46,207,904	-	-	-	-	-	-
Penalties & Interest	54,925	86,523	100,785	88,167	80,000	80,000	80,000	80,000
Interest	27,597	2,019	7,124	67,000	96,000	96,000	96,000	96,000
Royalties	2,614	2,217	5,183	1,000	1,000	1,000	1,000	1,000
Revenues	**$ 7,212,313**	**$ 53,701,768**	**$ 7,494,557**	**$ 7,077,809**	**$ 6,734,000**	**$ 6,460,500**	**$ 6,465,900**	**$ 6,466,900**
Principal	(4,320,000)	(4,955,000)	(4,935,000)	(5,175,000)	(5,340,000)	(5,290,000)	(5,475,000)	(5,695,000)
Interest	(2,584,500)	(1,946,583)	(1,865,900)	(1,633,200)	(1,389,000)	(1,165,500)	(985,900)	(766,900)
Sub-Total	(6,904,500)	(6,901,583)	(6,800,900)	(6,808,200)	(6,729,000)	(6,455,500)	(6,460,900)	(6,461,900)
Non-Operating Expenses	-	(45,750,006)	-	-	-	-	-	-
Other Fees	(2,105)	(457,545)	(4,495)	(5,945)	(5,000)	(5,000)	(5,000)	(5,000)
Expenses	**$ (6,906,605)**	**$ (53,109,134)**	**$ (6,805,395)**	**$ (6,814,145)**	**$ (6,734,000)**	**$ (6,460,500)**	**$ (6,465,900)**	**$ (6,466,900)**
Net Income / (Loss)	305,708	592,634	689,162	263,664	-	-	-	-
Preliminary Ending Fund Balance	**$ 2,046,425**	**$ 2,639,059**	**$ 3,328,221**	**$ 3,591,885**	**$ 3,591,885**	**$ 3,591,885**	**$ 3,591,885**	**$ 3,591,885**

For 2023-2024 and future years, the projected Debt Service tax rate remains constant at $0.0673 due to a steady bond payment. At the time of tax rate adoption each September, the tax worksheets prepared in conjunction with the Hidalgo County Tax Office will be considered for any reduction in tax rate.

Capital Projects Fund

Revenues
Capital Projects Fund revenue is budgeted to decrease $15,050,587 or 57.77% over 2022-2023 forecasted budgeted revenue. The decrease in Local Sources is due to an interlocal agreement with the City of McAllen to reimburse the District for the press box project that was completed in 2022-2023 as well as a receivable from the University of Texas Rio Grande Valley for the University of Texas Rio Grande Valley Collegiate Academy. The decrease in Other Resources is due to the one-time Operating Transfer In from Fund 199 General Fund for the University of Texas Rio Grande Valley Collegiate Academy.

The following table provides a comparison of revenues by source for the 2023-2024 adopted year and the 2022-2023 forecasted budget.

Capital Projects Fund Revenue Sources Comparison

	Forecasted Budget 2022-2023	Adopted Budget 2023-2024	Percentage Change
Local Sources	$ 13,550,587	$ 11,000,000	-18.82%
Other Resources	12,500,000	-	-100.00%
Total	$ 26,050,587	$ 11,000,000	-57.77%

Expenditures
Capital Projects Fund expenditures are budgeted to decrease $28,577,552 or 70.01% from the 2022-2023 forecasted budget year due to the completion of Maintenance Tax Notes Series 2020 and Fund 194 ESSER II Local outstanding projects. Outstanding projects are expected to be completed in 2023-2024, therefore, future year projections do not show budget amounts as shown on page 29.

Capital Projects Fund Expenditures by Object Comparison

	Forecasted Budget 2022-2023	Adopted Budget 2023-2024	Percentage Change
Professional and Contracted Services	$ 111,136	$ -	-100.00%
Supplies and Materials	216,712	-	100.00%
Capital Outlay	40,492,035	12,242,331	-69.77%
Total	$ 40,819,883	$ 12,242,331	-70.01%

MCALLEN INDEPENDENT SCHOOL DISTRICT
Capital Projects Fund (Funds 6xx)
2019-2020 to 2026-2027

	Audited FY 2020	Audited FY 2021	Audited FY 2022	Estimated Actuals FY 2023	Adopted FY 2024	Projected FY 2025	Projected FY 2026	Projected FY 2027
Beginning Fund Balance	**$ -**	**$ 30,187,039**	**$ 23,254,983**	**$ 14,770,086**	**$ 1,242,331**	**$ -**	**$ -**	**$ -**
Revenues								
5700 Local	129,706	74,342	37,582	1,733,851	11,000,000	-	-	-
7900 Other Sources	33,741,907	824,000	1,438,223	4,545,619	-	-	-	-
Total Revenues	**$ 33,871,613**	**$ 898,342**	**$ 1,475,805**	**$ 6,279,470**	**$ 11,000,000**	**$ -**	**$ -**	**$ -**
Expenditures								
6200 Prof & Contracted Services	-	-	-	104,287	-	-	-	-
6300 Supplies & Materials	-	-	-	87,761	-	-	-	-
6400 Other Operating Costs	-	-	-	-	-	-	-	-
6500 Debt Service	261,259	-		-	-	-	-	-
6600 Capital Outlay	3,423,315	7,830,398	9,960,702	19,615,177	12,242,331	-	-	-
8900 Other Uses	-	-	-	-	-	-	-	-
Total Expenditures	**$ 3,684,574**	**$ 7,830,398**	**$ 9,960,702**	**$ 19,807,225**	**$ 12,242,331**	**$ -**	**$ -**	**$ -**
Net Income / (Loss)	30,187,039	(6,932,056)	(8,484,897)	(13,527,755)	(1,242,331)	-	-	-
Ending Fund Balance	**$ 30,187,039**	**$ 23,254,983**	**$ 14,770,086**	**$ 1,242,331**	**$ -**	**$ -**	**$ -**	$ -

Property Tax Values

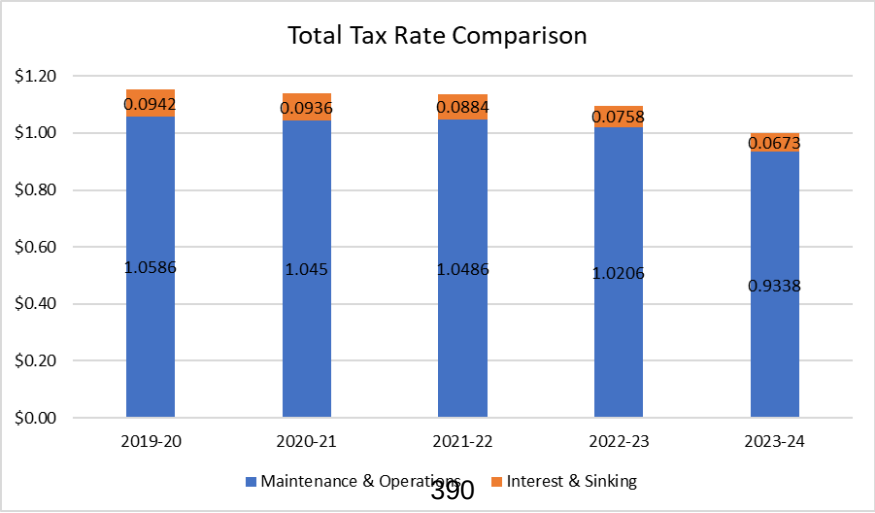
The Hidalgo County Appraisal District (HCAD) submits Preliminary Certified Assessed Values to the District by April 30th. These values are usually a conservative estimate of the certified values that come in July. The preliminary values are good estimates upon which to base the tax levies for the General Fund and Debt Service Fund Budgets. Once the certified values are received by the District, the tax rate adoption and budgeting process can be completed for the new fiscal year. The District is basing the tax revenue budget based on the HCAD preliminary values which reflect a $641,967,530 or 6.99% increase in property values.

	FY 2020	FY 2021	FY 2022	FY 2023	Preliminary FY 2024
HCAD Certified Value	$7,810,461,629	$8,110,766,130	$8,549,360,079	$9,180,303,513	$ 9,822,271,043
Average HCAD Change From Prior Year		3.84%	5.41%	7.38%	6.99%
Texas Comptroller Value	$7,544,931,198	$7,793,865,257	$8,150,539,649	$8,923,822,575	$ 9,548,490,155

Tax Rate

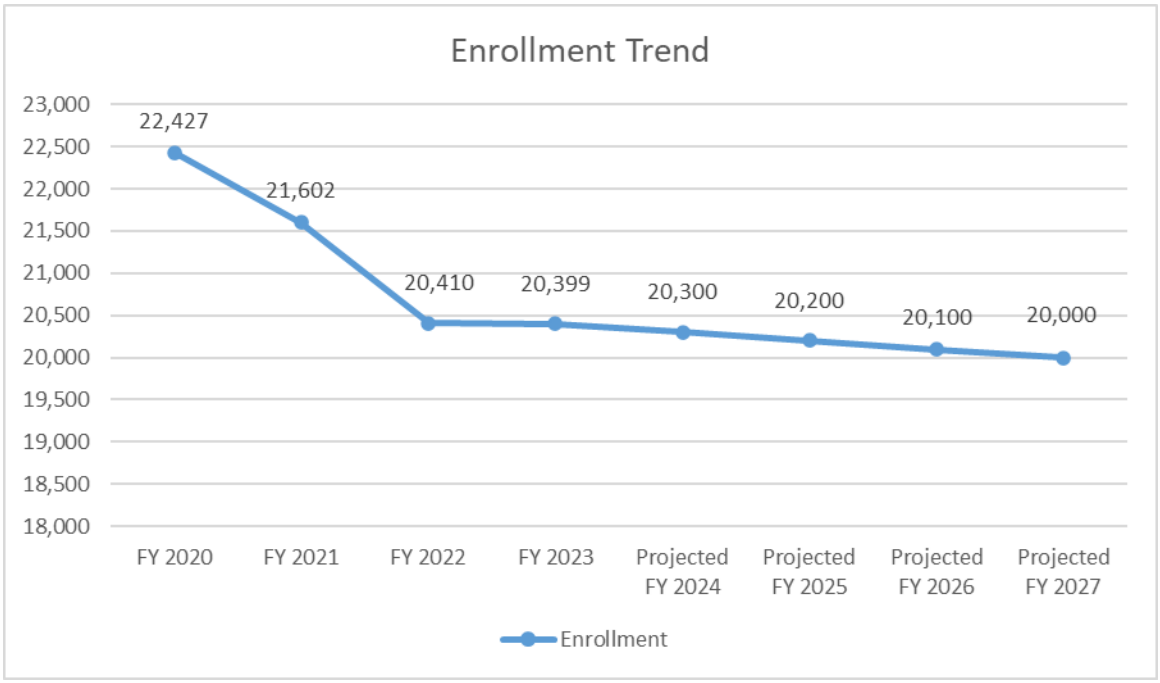
The total tax rate for 2023-2024 will decrease from $1.0964 to $1.0011.

In 2019-2020, State Legislation compressed the tier I M&O tax rate to $0.93 (previously $1.00) reducing the M&O rate to $1.0586. Due to the decreased M&O rate, the District adopted an I&S rate of $0.0942 to meet bond obligations for the fiscal year for a total tax rate of $1.1528. In 2020-2021, the tier I M&O tax rate was compressed to $0.9164 reducing the M&O tax rate to $1.0450 and the I&S tax rate decreased to $0.0936. For 2021-2022, the District elected the Declared Disaster Tax Rate Option allowing the District to increase the M&O tax rate from $1.0450 to $1.0486 as the I&S tax rate decreased from $.0936 to $.0884 for a total tax rate decrease of $0.0016 from $1.1386 to $1.1370. For 2022-2023, the District elected the Declared Disaster Tax Rate Option while also decreasing the M&O rate to $1.0206 and the I&S tax rate to $.0758 for a total tax rate decrease of $0.0406 from $1.1370 to $1.0964. For 2023-2024, the M&O tax rate will decrease to $0.9338 and the I&S tax rate will decrease to $0.0673 for a total tax rate decrease of $0.0953 from $1.0964 to $1.0011.



Student Enrollment

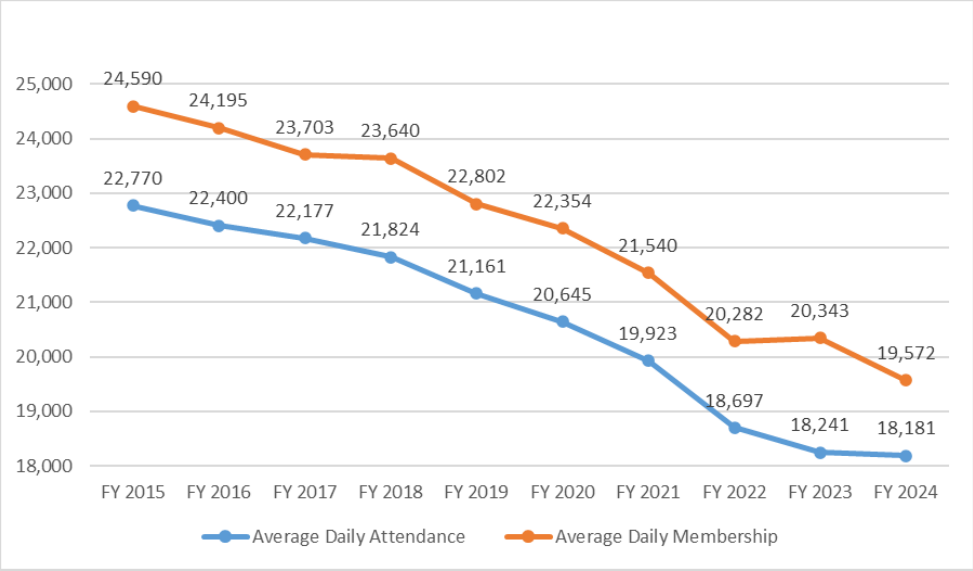
Student enrollment trends are reviewed on a six weeks basis. Enrollment projections for fiscal year 2023-2024 were based on 2021-2022 and 2022-2023 trends. These factors were considered when projecting enrollment beyond fiscal year 2023-2024.





Average Daily Attendance (ADA) is used to distribute funding to Texas public school districts. The number of students in ADA can be found by adding the number of students who are in attendance each day of the school year for the entire school year and dividing by the number of days of instruction to compute average daily attendance. Average Daily Membership (ADM) is the total number of public school students who were reported in membership as of the October snapshot date at any grade, from early childhood education through grade 12. Membership is a slightly different number from enrollment because it does not include those students who are served in the District for fewer than 2 hours per day.

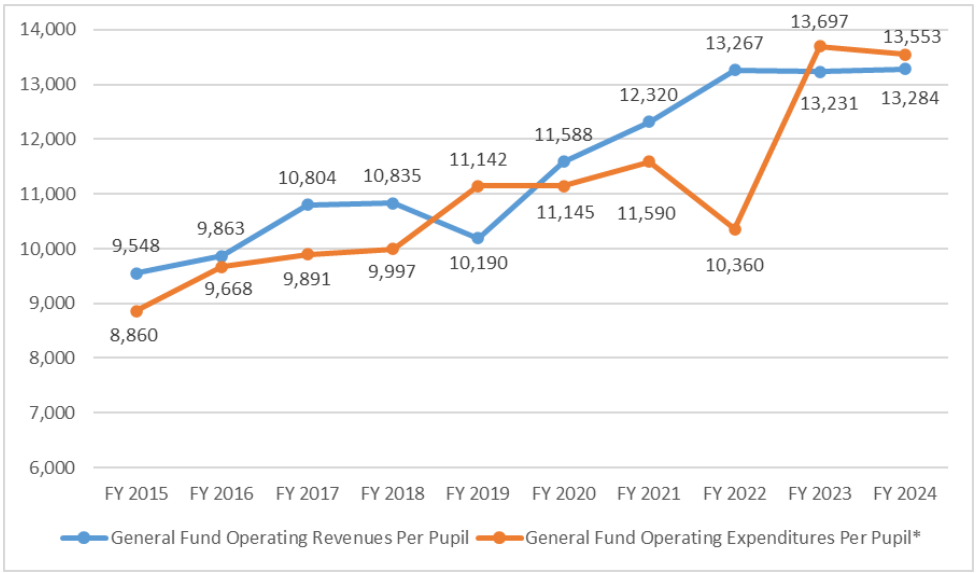
The following graph provides the District's ADA and ADM:



ACFR
Table L-23
6/30/2022

Average Daily Attendance (ADA) is used to calculate the General Fund Operating Revenues Per Pupil and the Operating Cost Per Pupil paid by the General Fund.

The following graph provides the General Fund Operating Revenues and Expenditures per pupil:



ACFR
Table L-24
6/30/2022

*General Fund Operating Expenditures less debt service and capital projects (Function 70 and 80)

Staffing

Budgeted expenditures for salaries are determined in accordance with established staffing guidelines along with Goal 2: People Development, Strategy 2: Attract/Retain High Quality Staff. We will attract, recruit, develop and retain high quality staff. The following chart outlines district-wide staffing by position for the previous six years and changes between fiscal years 2023 and 2024 to comply with our staffing models.

Note: Please see page 221 for detailed full-size chart.

Staff Count - All Funds
Sorce: PEIMS

	2018-19	2019-20	2020-21	2021-22	2022-23	Proposed 2023-24	Change from Current to Previous Year
Teachers	1,557.49	1,555.30	1,540.41	1,496.21	1,498.69	1,492.00	(6.69)
Substitute Teacher	-	5.58	-	6.53	6.51	-	(6.51)
Professional Support	342.04	372.59	391.24	429.32	444.34	446.50	2.16
Campus Administration (School Leadership)	86.07	79.87	77.34	78.98	74.00	75.00	1.00
Central Administration	31.00	34.00	37.00	34.00	36.50	38.00	1.50
Educational Aides	353.80	388.50	382.82	408.27	417.72	418.00	0.28
Auxilary Staff	885.25	880.75	898.69	894.64	891.05	891.00	(0.05)
Total Staff	**3,255.65**	**3,316.59**	**3,327.50**	**3,347.95**	**3,368.81**	**3,360.50**	**(8.31)**

Changes from 2022-2023 to 2023-2024 are due to reductions in Enrollment which result in adjustments to staffing guidelines.



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 2022–2023.

The budget adheres to the principles and standards
of ASBO International's Meritorious Budget Award criteria.

William A. Sutter
President

David J. Lewis
Executive Director

BUSINESS SERVICES AWARDS

ASSOCIATION OF SCHOOL BUSINESS OFFICIALS INTERNATIONAL



For the Fiscal Years:

July 1, 2017 - June 30, 2018
July 1, 2018 - June 30, 2019
July 1, 2019 - June 30, 2020
July 1, 2020 - June 30, 2021
July 1, 2021 - June 30, 2022
July 1, 2022 - June 30, 2023

McALLEN INDEPENDENT SCHOOL DISTRICT

Government Finance Officers Association



For the Fiscal Years:

July 1, 2015 - June 30, 2016
July 1, 2016 - June 30, 2017

Government Finance Officers Association



For its Annual Comprehensive Financial Report for the Fiscal Years Ended

June 30, 2010 through June 30, 2021



2020-2021 Superior
2019-2020 Superior
2018-2019 Superior
2017-2018 Superior
2016-2017 Superior
2015-2016 Superior
2014-2015 Superior
2013-2014 Passed
2012-2013 Superior Achievement
2011-2012 Superior Achievement
2010-2011 Superior Achievement
2009-2010 Superior Achievement
2008-2009 Above Standard Achievement
2007-2008 Superior Achievement
2006-2007 Superior Achievement
2005-2006 Superior Achievement
2004-2005 Superior Achievement
2003-2004 Superior Achievement
2002-2003 Superior Achievement
2001-2002 Superior Achievement

Transparency Stars

Recognizing Local Transparency Achievements

McALLEN INDEPENDENT SCHOOL DISTRICT





The Texas Comptroller of Public Accounts awards McAllen ISD the Traditional Finances and Debt Obligations Stars for exemplary efforts in creating financial transparency in these two areas.

The Transparency Stars program recognizes local governments across Texas that are striving to meet a high standard for financial transparency online. These efforts provide citizens with clear, consistent information about public spending in user-friendly formats.



THIRD YEAR AWARD

Texas Comptroller Leadership Circle Platinum Member

2014 AND 2015



Texas Comptroller Leadership Circle Gold Member

2013

400

McALLEN INDEPENDENT SCHOOL DISTRICT

Purchasing Services Awards





























Organizational Section



Where is McAllen, Texas?



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, 2022, McAllen's population has grown to 148,750. As McAllen continues to grow, it has remained affordable. The average cost of a home in McAllen is $248,263, while a two bedroom, two bath apartment rents for $1,062. The cost of living in McAllen is 23.6 percent lower than the national average.



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, the McAllen Independent School District consists of eighteen elementary, six middle schools, three high schools, one early college high school, one alternative education campus of choice and one alternative education discipline campus for a total of thirty campuses. The District is now providing educational services to a total of 20,399 students in grade levels beginning from Early Education through 12th grade.

BASIC FACTS

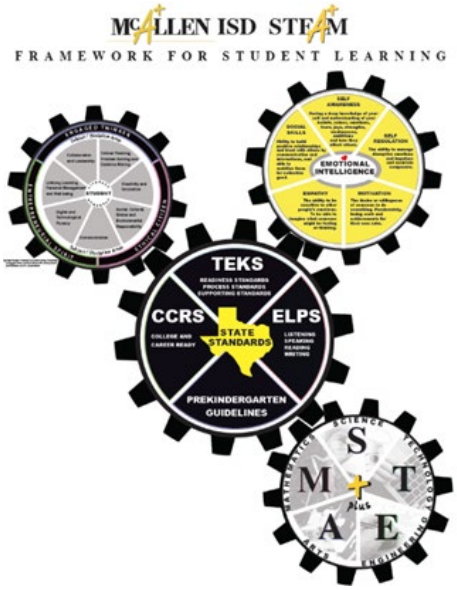
- 20,399 Students
- 30 Campuses
- 3,370 Employees
- 1,505 Teachers

DEMOGRAPHICS

- 93.51% Hispanic
- 58.97% At-Risk
- 72.49% Economically Disadvantaged
- 35.97% Limited English Proficient



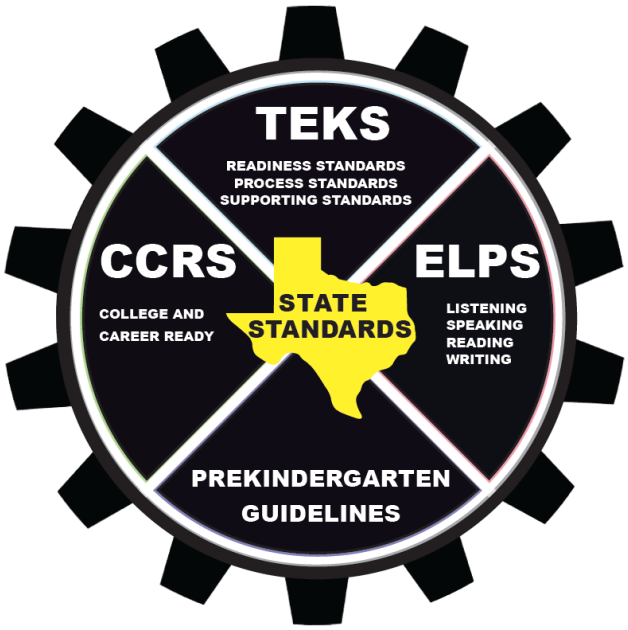
In its continuous effort to bring students the very latest and most progressive education possible, McAllen ISD has created STEAM Plus (Science, Technology, Engineering, Arts and Mathematics; "Plus" refers to developing students' emotional intelligence.)



STEAM Plus is one of a series of interlocking gears that are all, ultimately, student-focused. At the center are the TEKS, or state standards. Three other gears connect with the TEKS; including STEAM Plus, Emotional Intelligence and targeted competencies for students.

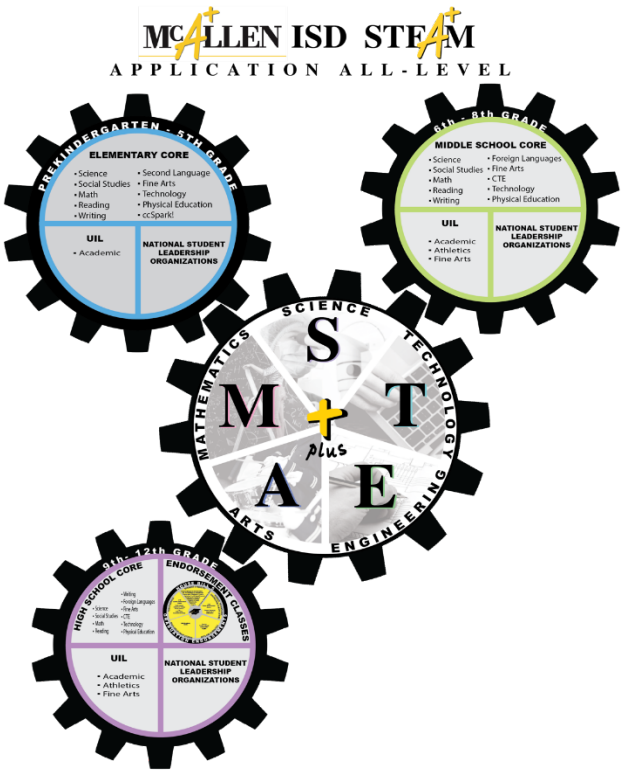
What the State Requires

- Everything revolves around the TEKS (Texas Essential Knowledge and Skills). These are the requirements set by the state and must be followed by every public school district in Texas. The TEKS encompass the following:



- English Language Arts and Reading
- Mathematics
- Science
- Social Studies
- Languages Other than English
- Health Education
- Physical Education
- Fine Arts
- Economics
- Technology Applications
- Career Development
- Spanish Language Arts and Reading
- Career and Technical Education
- English Language Proficiency Standards (ELPS)
- College and Career Readiness Standards (CCRS)
- Prekindergarten Guidelines

STEAM Plus Incorporates Key Subject Areas



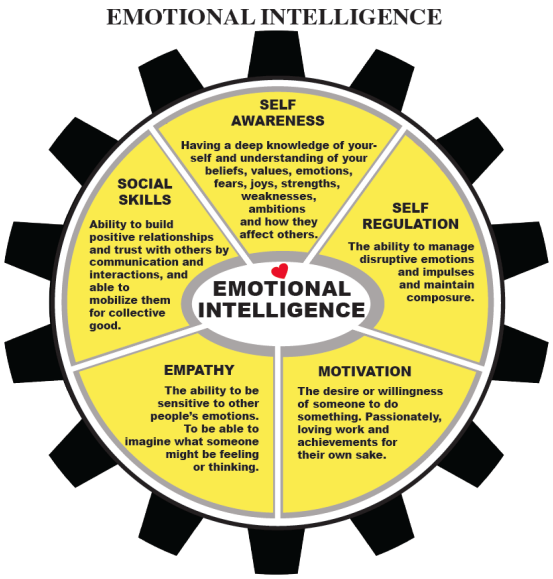
STEAM Plus breaks down into components for elementary, middle school and high school. In addition to subject areas, UIL (University Interscholastic League) competition and national student leadership organizations play a role. The high school gear also includes the five endorsement areas offered by the state. Unlike some school districts, McAllen ISD is able to offer all five.

- Science
- Technology
- Engineering
- Art
- Mathematics

Emotional Intelligence

"Students will be exposed to the importance of being self-aware, self-regulating their emotions, being motivated, having empathy and having social skills that will be common threads all across their educational experience," Dr. Gonzalez said. "When they walk the stage at their graduation, we believe that their EQ – emotional quotient – will be above average or very high."

- **Self-awareness**: This consists of having a deep knowledge of yourself and understanding of your beliefs, values, emotions, fears, joys, strengths, weaknesses, ambitions and how they affect others.
- **Self-regulation**: This is the ability to manage disruptive emotions and impulses and maintaining composure.
- **Motivation**: Motivation is the desire or willingness of someone to do something. Passionately loving work and achievements for their own sake.
- **Empathy**: Empathy is the ability to be sensitive to other people's emotions. To be able to imagine what someone might be feeling or thinking.
- **Social Skills**: This is the ability to build positive relationships and trust with others by communication and interactions and be able to mobilize them for collective good.



"This is just going to align good teaching practices along with our TEKS and getting the emotional intelligence side of identifying what each student needs to be successful," Lisa Franklin, a teacher at Dr. Rodney D. Cathey Middle School, said.

The Sense of Belonging Perspective deals with culture and climate while the Instructional Core Perspective focuses on High Level Content, Teacher Skill and Student Engagement. The Business Perspective illustrates the different educator meetings which will take place and center on relationships, continuous improvement, systems, processes and leadership.

Seven Competencies

Near the center of the wheel, the terms Literacy and Numeracy circle the word Student.

Student: The student is at the center of all decisions and discussions related to curriculum.

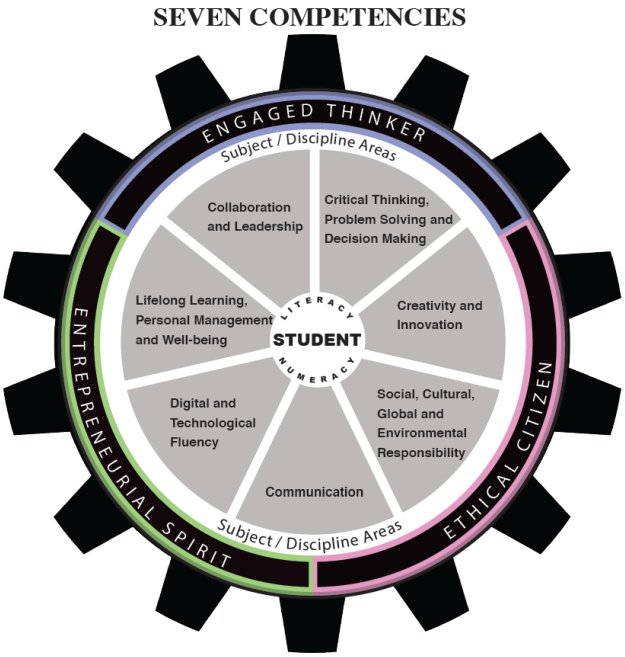
Literacy & Numeracy: Literacy and numeracy are foundational to student learning. Being literate and numerate means going beyond the basic skills of reading, writing and solving simple arithmetic problems to acquiring, creating, connecting and understanding information.

One of the goals are for students to be creative in using different ways of communicating in different situations. In everyday life, mathematical information and ideas can be represented in various ways.

Moving outward from the center of the wheel are the seven competencies all encompassed by the term Subject/Discipline Areas. The Subject and discipline areas are organized bodies of knowledge that have unique ways by which knowledge is created, changed, verified, communicated and generalized. Subject areas provide a context for the development of competencies and opportunities for interdisciplinary learning. The learning outcomes within a subject or discipline help students to develop and gain a deeper understanding and appreciation of competencies.

Competencies: A competency is an interrelated set of attitudes, skills and knowledge that is drawn upon and applied to a particular context for successful learning and living. Competencies are developed over time and through a set of related student outcomes.

The following competency groupings contain descriptions of the attitudes, skills and knowledge that contribute to students becoming engaged thinkers and ethical citizens with an entrepreneurial spirit. Students will use these skills both inside and outside of school.



- Critical Thinking, Problem Solving & Decision Making
- Creativity & Innovation
- Social, Cultural, Global & Environmental Responsibility
- Communication
- Digital Technological Fluency
- Lifelong Learning, Personal Management & Well-Being
- Collaboration and Leadership

What it leads to

Engaged Thinker: One who thinks critically and makes discoveries; who uses technology to learn, innovate, communicate and discover; who works with multiple perspectives and disciplines to identify problems and find the best solutions; who communicates these ideas to others; and who, as a lifelong learner, adapts to change with an attitude of optimism and hope for the future.

Ethical Citizen: One who builds relationships based on humility, fairness and open-mindedness; who demonstrates respect, empathy and compassion; and who through teamwork, collaboration and communication contributes fully to the community and the world.

Entrepreneurial Spirit: One who creates opportunities and achieves goals through hard work, perseverance and discipline; who strives for excellence and earns success; who explores ideas and challenges the status quo; who is competitive, adaptable and resilient; and who has the confidence to take risks and make bold decisions in the face of adversity.

STEAM Plus will prepare students to become independent, lifelong learners with competencies that will continue to push McAllen ISD to shift from teacher centered instruction to student centered learning. Students will be the center of decisions related to learning and education.
Teachers will be the architects of student learning as they plan, design and oversee activities. Teachers will consider a student's interests, passions, talents, and curiosities to truly personalize learning for them. This becomes shared ownership in a student's learning.

Research shows that the strategic use of feedback can double the rate of student learning and that students who are self-directed do well in school and life. It also shows that providing students with choice acts as a motivator that increases and deepens their learning. Students who work collaboratively on complex tasks increase and deepen their learning.

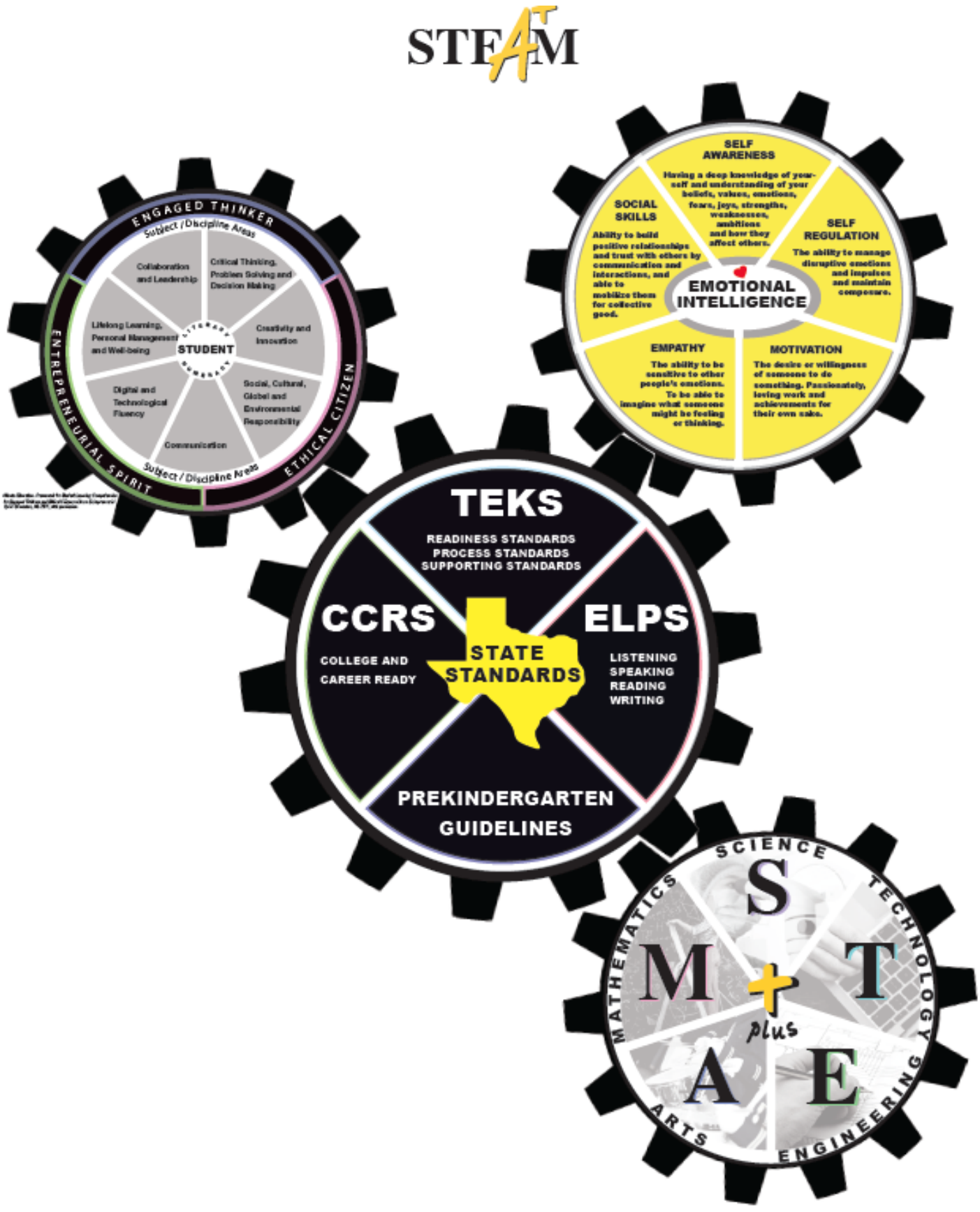
As STEAM Plus grows, teams will study programs in higher education to adjust what is being taught in elementary, middle and high school. A team will gather information from an engineering department at universities, for example, the University of Texas at Austin. They inquire what they seek in their students, what skills are needed, what community service they want to see from applicants and so on.

Offering Excellence at Every Level
We offer choice: professional licenses, certifications, and Associate's Degrees alongside high school degrees, Academies in Medical Science, Computer Science, and Engineering, and the full experience of a comprehensive high school with our International Baccalaureate Programme provides students with a highly rigorous curriculum set to global standards.

College-Level Instruction
Our comprehensive high schools offer students Advanced Placement college-level instruction in our high school classrooms, a concurrent enrollment program with students attending a local university or college, and a dual enrollment program with students acquiring credit at both levels (high school and university) simultaneously. They offer the full experience of a comprehensive high school with the arts, athleticism, and other extracurricular offerings that enrich a student's life, while at the same time providing the rich, full-rounded skill sets that universities seek.

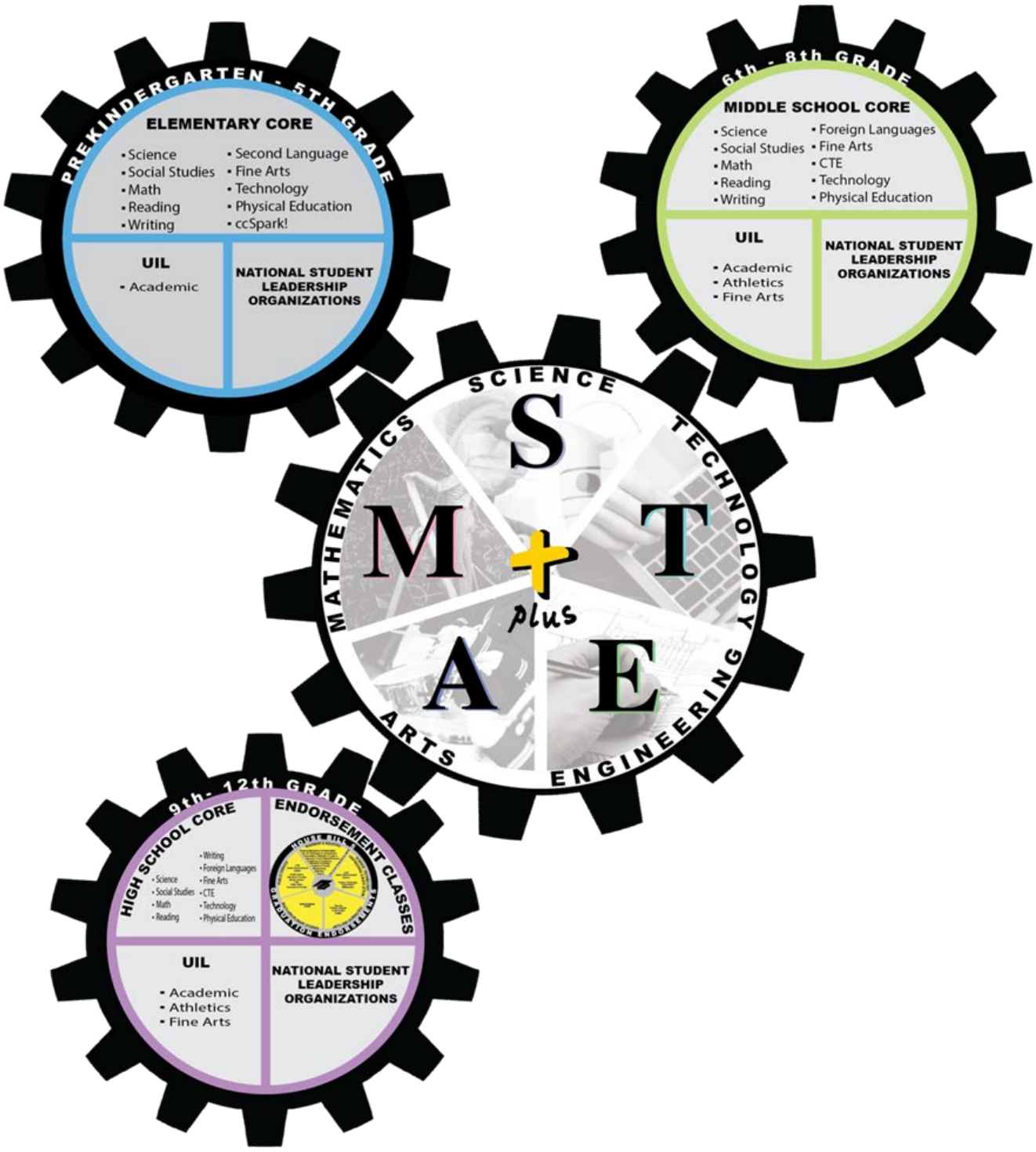
Through a special agreement with a local institution of higher learning, our students may also enroll in one of a multitude of specialized academies where students can earn specific Associates Degrees even before they finish high school. Our programs also offer three-year plans for early graduates.




STEAM
ENGAGED THINKER
Subject / Discipline Areas
Collaboration and Leadership
Critical Thinking, Problem Solving and Decision Making
Creativity and Innovation
Social, Cultural, Global and Environmental Responsibility
Communication
Digital and Technological Fluency
Lifelong Learning, Personal Management and Well-being
STUDENT
ENTREPRENEURIAL SPIRIT
ETHICAL CITIZEN
SELF AWARENESS
Having a deep knowledge of yourself and understanding of your beliefs, values, emotions, fears, joys, strengths, weaknesses, ambitions and how they affect others.
SOCIAL SKILLS
Ability to build positive relationships and trust with others by communication and interactions, and able to mobilize them for collective good.
SELF REGULATION
The ability to manage disruptive emotions and impulses and maintain composure.
EMOTIONAL INTELLIGENCE
EMPATHY
The ability to be sensitive to other people's emotions. To be able to imagine what someone might be feeling or thinking.
MOTIVATION
The desire or willingness of someone to do something. Passionately, loving work and achievements for their own sake.
TEKS
READINESS STANDARDS
PROCESS STANDARDS
SUPPORTING STANDARDS
CCRS
COLLEGE AND CAREER READY
STATE STANDARDS
ELPS
LISTENING
SPEAKING
READING
WRITING
PREKINDERGARTEN GUIDELINES
SCIENCE
TECHNOLOGY
MATHEMATICS
ENGINEERING
ARTS
S
T
M
+
plus
A
E

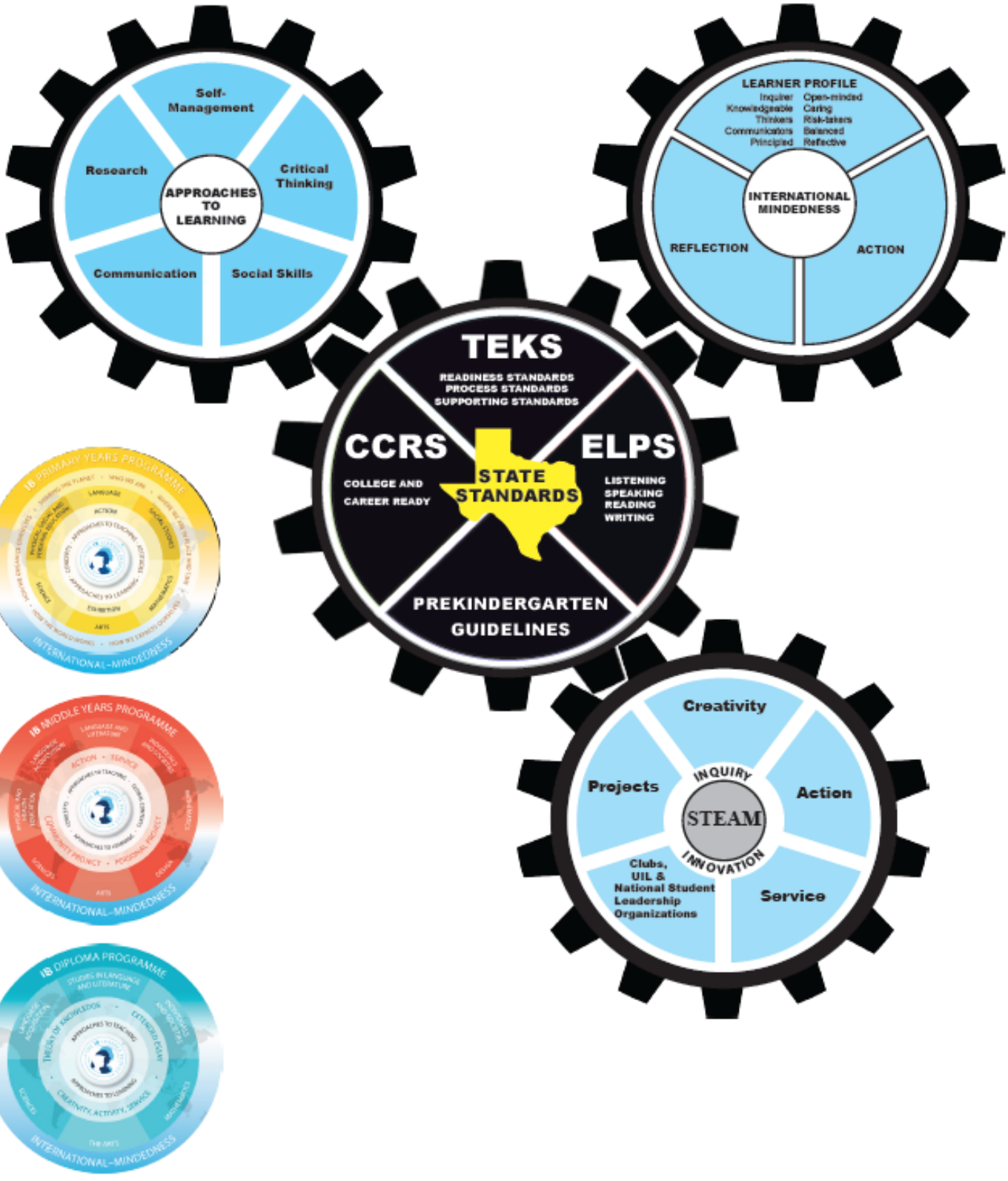
MCALLEN ISD STEAM

APPLICATION ALL-LEVEL



FRAMEWORK FOR STUDENT LEARNING

International Baccalaureate



2023-2024 District Calendar

MISD School Board Approved 1/23/23

2023

JULY

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

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		

SEPTEMBER

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

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

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

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						

REPORTING PERIODS

FIRST DAY OF SCHOOL - August 28, 2023

FALL SEMESTER

1st SW	August 28, 2023	TO	October 6, 2023	29	DAYS
2nd SW	October 10, 2023	TO	November 10, 2023	24	DAYS
3rd SW	November 13, 2023	TO	December 22, 2023	25	DAYS
			TOTAL	78	DAYS

SPRING SEMESTER

4th SW	January 9, 2024	TO	February 16, 2024	29	DAYS
5th SW	February 20, 2024	TO	April 12, 2024	33	DAYS
6th SW	April 15, 2024	TO	May 31, 2024	34	DAYS
			TOTAL	96	DAYS

78 DAYS (FALL) + 96 DAYS (SPRING) = 174 DAYS

LAST DAY OF SCHOOL - May 31, 2024

REPORT CARDS (WEEK OF)

1)	October 2, 2023	4)	February 12, 2024
2)	November 6, 2023	5)	April 8, 2024
3)	December 18, 2023	6)	May 27, 2024

STAFF PROFESSIONAL LEARNING DAYS, WORKDAYS, HOLIDAYS & WEATHER DAYS

PROFESSIONAL LEARNING DAYS

1)	August 14-17, 2023	4	days
2)	August 21-24, 2023	4	days
3)	January 5, 2024	1	day
4)	February 19, 2024	1	day

TEACHER WORKDAYS

1)	August 18, 2023	1	day
2)	August 25, 2023	1	day
3)	January 8, 2024	1	day

WEATHER MAKE-UP DAYS

1)	October 9, 2023	2)	March 29, 2024

STAFF/STUDENT HOLIDAYS

September 4, 2023	Labor Day
November 20 - 24, 2023	Thanksgiving Break
December 25, 2023 - January 4, 2024	Winter Break
March 11 - 15, 2024	Spring Break
May 27, 2024	Memorial Day

STUDENT EARLY RELEASE DAYS

1)	December 22, 2023	2)	May 31, 2024

MCALLEN ISD GRADUATION DATES

TBD

LEGEND

PL = PROFESSIONAL LEARNING DAY	
W/D = WORKDAY	
HOLIDAYS	
STATE ASSESSMENT DAYS	
WEATHER DAYS	
STUDENT EARLY RELEASE DAYS	/
BEGIN SIX WEEKS	[
END SIX WEEKS	]
BEGIN SEMESTER	[[
END SEMESTER	]]
REPORT CARDS (WEEK OF)	◯

2024

JANUARY

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			

FEBRUARY

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		

MARCH

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

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

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]]	

JUNE

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						

Official Map

McALLEN INDEPENDENT SCHOOL DISTRICT

2000 North 23rd Street
McAllen, Texas 78501-6126
(956) 618-6000

ELEMENTARY SCHOOLS

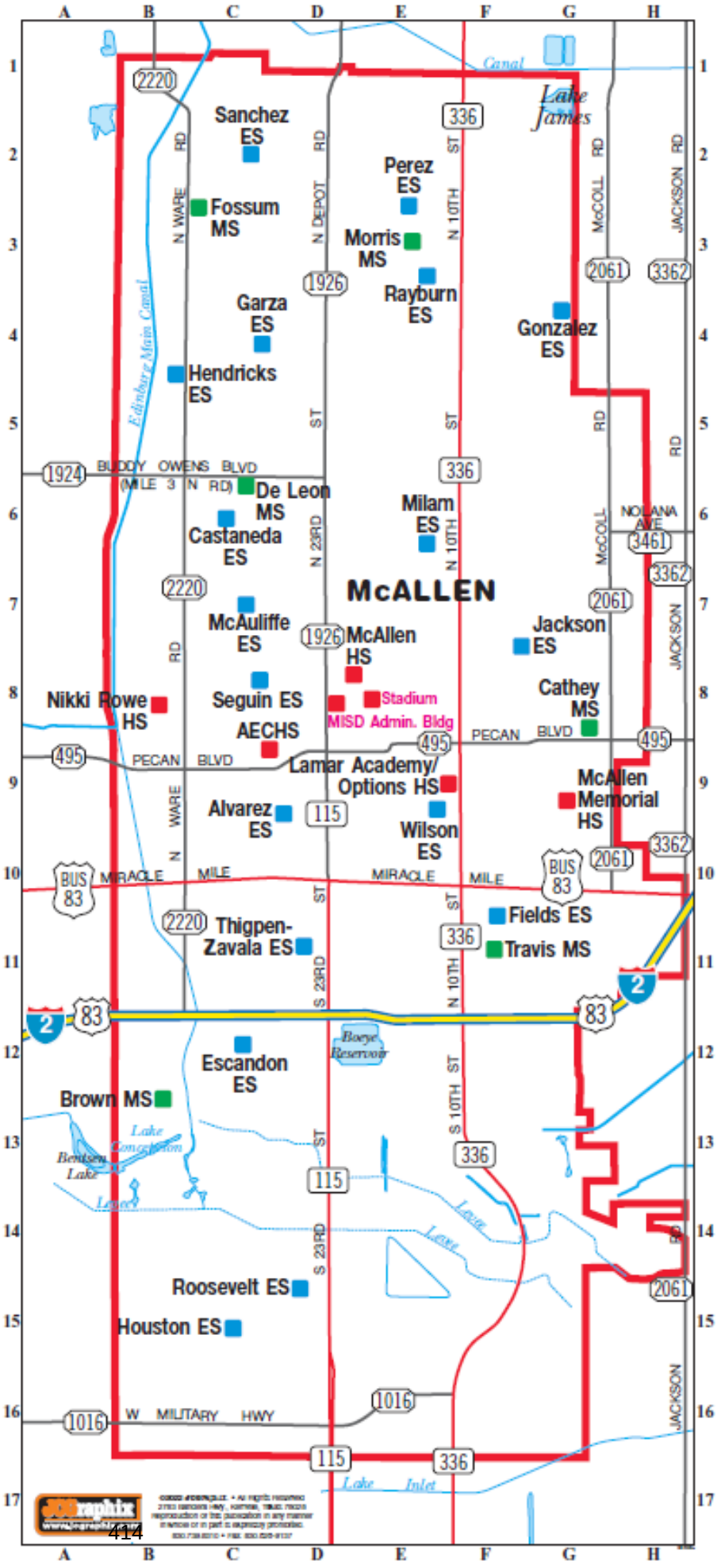
Alvarez D-9
Escandon C-12
Castaneda C-6
Fields F-11
Garza C-4
Gonzalez G-4
Hendricks B-4
Houston C-15
Jackson F-7
McAuliffe C-7
Milam E-6
Perez E-3
Rayburn E-3
Roosevelt D-15
Sanchez C-2
Seguin C-8
Thigpen-Zavala D-11
Wilson E-9

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



Campus Listing

High Schools

McAllen High School
2021 La Vista
Dr. Albert Canales, Principal

Memorial High School
101 East Hackberry
Pedro Alvarez Jr., Principal

James "Nikki" Rowe High School
2101 North Ware Road
Monica Kaufmann, Principal

Lamar Academy
1009 North 10th Street
Jeanette Nino, Principal

Achieve Early College High School
1601 North 27th Street
Miguel Carmona, Principal

Instruction & Guidance Center
2604 Galveston Street
Fernando X. Gutierrez, Principal

Middle Schools

Dorothea Brown Middle School
2700 South Ware Road
Alfredo Gutierrez, Principal

Dr. Rodney D. Cathey Middle School
1800 North Cynthia Street
Miguel Herrera, Principal

Alonzo De Leon Middle School
4201 North 29th Street
Samuel Cazares, Principal

Michael E. Fossum Middle School
7800 North Ware Road
Dr. Connie Camacho, Principal

Homer J. Morris Middle School
1400 Trenton Road
Allen Garza, Principal

William B. Travis Middle School
600 Houston Street
Efrain Amaya, Principal

Elementary Schools

Francisca Alvarez Elementary
2606 Gumwood Street
Melissa Lara, Principal

Dr. Carlos Castañeda Elementary
4100 North 34th Street
Jessica P. Rodriguez, Principal

Jose De Escandon Elementary
2901 Colbath Street
Karla Rodriguez, Principal

Victor Fields Elementary
500 West Dallas Avenue
Teresa Trdla, Principal

Reynaldo G. Garza Elementary
6300 North 29th Street
Nancy Valenzuela, Principal

Leonelo H. Gonzalez Elementary
201 East Martin Street
Christina Hernandez, Principal

Lucile McKee Hendricks Elementary
3900 Goldcrest Street
Monica Garza, Principal

Sam Houston Elementary
3221 Olga Street
Jessica Lowe, Principal

Andrew Jackson Elementary
501 Harvey Street
Erika Salinas, Principal

Christa McAuliffe Elementary
3000 West Daffodil Ave
Yvonne Caldwell, Principal

Ben Milam Elementary
3800 North Main Street
Stephanie Friedlein, Principal

Dr. Pablo Perez Elementary
7801 North Main Street
Veronica Delgado, Principal

Sam Rayburn Elementary
7000 North Main Street
Clarissa Partida, Principal

Theodore Roosevelt Elementary
4801 South 26th Street
Rachel Montgomery, Principal

Blanca E. Sanchez Elementary
2901 Incarnate Word Street
Veronica Rodriguez, Principal

Juan Seguin Elementary
2200 North 29th Street
Juan P. Nevarez, Principal

Thigpen-Zavala Elementary
2500 Galveston Avenue
Sonia S. Casas, Principal

Woodrow Wilson Elementary
1200 Hackberry Street
Erika Garcia, Principal

2022-2023 Organizational Chart

McALLEN INDEPENDENT SCHOOL DISTRICT

Board of Trustees

Stephanie Garcia
Internal Auditor

Dr. J. A. Gonzalez
Superintendent of Schools

Bridgette Vieh
Associate Superintendent
Instructional Leadership

Todd Miller
Assistant Superintendent
Human Resources

- ***Christian Quintanilla***
  Human Resources Director
- ***Stan Crounse***
  Human Resources Director
- ***Andres Silva***
  Employee Benefits & Safety Risk Management Director
- ***John Cavazos***
  Student Support Services Director

Dr. Rosalba De Hoyos
Assistant Superintendent
Instructional Services

- ***Maribelle Elizondo***
  Special Education Services Executive Director
- ***Liza Lara***
  Regional Day School for the Deaf Director
- ***Dr. Sandra Pitchford***
  Sp.Ed. Teaching & Learning Director
- ***Norma Cabrera***
  Counseling Director
- ***Sal Flores***
  504/RTI/Dyslexia Director
- ***Rocio Nava***
  Bilingual/ESL/Foreign Languages Director
- ***Karen Nitsch***
  Advanced Academics Director
- ***Dr. Cynthia Olivarez***
  State & Federal Programs Director
- ***Lilia Sandoval Silva***
  Career Technical Education Director
- ***Ann Vega***
  Digital Learning & Library Services Director

Campus Principals

McAllen High School **Dr. Albert Canales**	McAllen Memorial High School **Pedro Alvarez**	James "Nikki" Rowe High School **Monica Kaufmann**
Achieve Early College High School **Miguel Carmona**	Director of UTRGV McAllen ISD Collegiate Academy **Elizabeth Gonzalez**	Lamar Academy **Jeanette Nino**
Homer J. Morris Middle School **Alenn Garza**	Instruction & Guidance Center **Fernando X. Gutierrez**	Alonso De Leon Middle School **Samuel Cazares**
William B. Travis Middle School **Efrain Amaya**	Dorothea Brown Middle School **Alfredo Gutierrez**	Michael E Fossum Middle School **Dr. Connie Camacho**
Victor Fields Elementary **Teresa Trdla**	Dr. Rodney D. Cathey Middle School **Miguel Herrera**	Francisca Alvarez Elementary **Melissa Lara**
Ben Milam Elementary **Stephanie Friedlein**	Jose de Escandon Elementary **Karla Rodriguez**	Dr. Carlos Castaneda Elementary **Jessica P. Rodriguez**
Dr. Pablo Perez Elementary **Veronica Delgado**	Leonelo H. Gonzalez Elementary **Christina Hernandez**	Reynaldo G. Garza Elementary **Nancy Valenzuela**
Sam Rayburn Elementary **Clarissa Partida**	Sam Houston Elementary **Jessica Lowe**	Lucile McKee Hendricks Elem. **Monica Garza**
Woodrow Wilson Elementary **Erika Garcia**	Andrew Jackson Elementary **Erika Salinas**	Christa McAuliffe Elementary **Yvonne Caldwell**
Thigpen-Zavala Elementary **Sonia S. Casas**	Theodore Roosevelt Elementary **Rachel Montgomery**	Blanca E. Sanchez Elementary **Veronica Rodriguez**
		Juan Seguin Elementary **Juan P. Nevarez**

- ***Patricia Pena***
  Professional Learning & Literacy Director
- ***Thelma Rosel***
  Assessment Director

District Content Coordinators (Campus Support)

Richard Roberts ELA (Secondary)	***Lynda Farias*** Math (Secondary)	***Celeste Garza*** Science (Secondary)
Sandra Garcia ELA (Elementary)	***Sandra Garza*** Math (Elementary)/UIL	***Stephanie Beltran*** Science/Soc. Stud. (Elem.)
Erica Canales Early Childhood	***Clarissa Abbott*** Social Studies (Secondary)	

Alejandra Gonzalez
Assistant Superintendent
District Operations

- ***Judith Escamilla***
  Technology Executive Director
- ***Domingo Ramos***
  Technology Director
- ***Ruben Trevino***
  Facilities Maintenance & Operations Executive Director
- ***Elizabeth Cavazos***
  Strategic Partnerships & Student Outreach Director
- ***Erica Flores***
  Transportation Director
- ***Robert Garcia***
  Student Operations Director
- ***Elizabeth Gutierrez***
  Health Services Director

Adel Felix
Assistant Superintendent
Business Operations

- ***Iris Luna***
  Chief Financial Officer
- ***Ashley Jaime***
  Payroll Director
- ***Dyanira Diaz***
  Accounting Director
- ***Alex Molina***
  Child Nutrition & Purchasing Executive Director
- ***Laura Williams***
  Special Funding Director
- ***Mark May***
  Marketing & Communications Director
- ***Debra Loya***
  Fine Arts Director
- ***Brian McClenny***
  Athletics Director
- ***Jose Silva***
  Chief of Police

"What lies behind us and what lies before us are tiny matters compared to what lies within us."
–Oliver Wendell Holmes Jr. Associate
Justice, US Supreme Court, 1902-32



Dr. J. A. Gonzalez is a teacher at heart. Put a marker in his hand and a blank whiteboard beside him and his eyes light up. Whether his audience is made up of students or fellow professionals, he relishes the opportunity to teach.

"I am fascinated with the art of teaching and learning," he said. "Everyone is some kind of smart —be it mathematical, verbal, kinesthetic, or musical. We all have a particular learning style, and it is our job, as educators, to help our students discover their talents and to build on their natural skill sets."

In October, 2020, a combination of leadership, foresight and determination catapulted him to the top award in the state, Texas Superintendent of the Year. He was the first winner ever from McAllen ISD.

In his acceptance speech, Dr. Gonzalez began by thanking his wife and children.

"To the McAllen ISD Board of Trustees, thank you so very much for believing in me," he added. "Thank you for holding me to a high standard, for holding me accountable and for all the oversight and direction that you provide myself and the district as we continue to thrive in this environment. Each one of you motivates me in a unique way and I thank you all for that."

He also thanked McAllen ISD staff.

"This award would not be possible without the entire McAllen ISD family … all 3,000 employees, thank you so much. To our teachers, thank you for grinding and for pushing hard, even in this remote environment. And, to our wonderful students, thank you for putting us on the map. I have the utmost respect for all of you. And finally, I dedicate this award to my father (Oscar Gonzalez Sr.) and my mother (Elsa Gonzalez). I hope that I made you proud. Thank you."

His state award was preceded by earning the Region One Superintendent of the Year award in the summer of 2020. Following the state award and a TASA nomination, he later became one of just five finalists for the National Superintendent of the Year award.

In 2022, he earned the South Texas Hero award from the United Way of South Texas.

"Dr. Gonzalez was chosen because he exemplifies community service at the highest level and embodies the United Way Mission, to improve lives by mobilizing the caring power of our community to advance the common good," Lilly Lopez-Killelea, President and CPO of United

Way of South Texas explained. “He engages with many organizations, whether they are public, private, government, non-profit, etc. to promote opportunities for children and local families.”

Dr. Gonzalez, who became Superintendent in 2016, oversees a district that is characterized as a District of Champions, with amazing standings, including state-ranked academic and finance programs, as well as nationally ranked high schools, music program, health and PE program, and so much more.

“As educators, we are in the dream business,” he said. “We are entrepreneurs of the human spirit.”

In 2022, the district earned the prestigious Best Large District in Texas Award through the H-E-B Excellence in Education awards program. It is an award which can only be won once.

Under his wing, the district has enjoyed some major accomplishments on the state and national stage. Some of these include:

- Earning an “A” designation by the Texas Education Agency three times (2018, 2019 & 2022). In 2022, the district scored a 95 in state accountability – its highest score ever. State designations were put on hold in 2020 and 2021 due to the pandemic.
- Earning the state’s Post-Secondary Readiness Distinction four times (2017-19 & 2022). This also was placed on hold in 2020 and 2021 due to the pandemic.
- Earning Financial Integrity Rating System of Texas (School FIRST) for the 19th time in 20 years. This includes a perfect score in 2022 which makes 15 perfect scores in that time.
- McAllen ISD high schools ranked among America's best schools by either *US News & World Report* or *The Washington Post* for the eighth straight year. All five ranked by US News & World Report in spring 2022.
- Serving a School Board which was a state finalist for School Board Leadership award in H-E-B Excellence in Education Awards in 2019 and 2022.
- Implementing a State & National award-winning Strategic Plan for the District.
- Leading the District as the community passed a Tax Ratification Election with 76 percent voter approval in 2018.
- The District being named “Favorite School District” in The Monitor’s Readers’ Choice awards for the fourth time in 2022.
- Two schools earning a national Blue-Ribbon award – Sam Houston Elementary (2019) and Achieve Early College High School (2021).
- The District being named a national Best Community for Music Education for 11 consecutive years.
- The District earning a Golden Apple award from the United Way of South Texas four consecutive years (2018-21).

It is worth noting that of school districts in Texas with an enrollment of at least 20,000 students, which earned all three major state awards in 2022 (State “A” ranking, Post-Secondary Readiness Distinction and School FIRST with a perfect score), only McAllen ISD accomplished this feat.

In March, 2020, he led a transformation to address the COVID-19 pandemic’s impact on our educational community in a way that kept instruction at the forefront and kept students and staff

safe. Through it all, the district continued providing meals for the community, and students did not miss a single day of instruction. This accomplishment was chronicled in the education journal, Texas Lonestar magazine, in its July 2020 issue.

"We're a world-class district. In McAllen ISD, it's not about programs," Dr. Gonzalez said. "It's about people, and we have great people in this dynamic community and our district. The key is to work collectively to execute the vision for our district as we move deeper into the twenty-first century."

In addition, Dr. Gonzalez has implemented many new programs and features. These include:

- Initiated creation of STEAM-Plus teaching and learning framework.
- Established elementary UIL, chess, and robotics programs.
- Initiated the creation of Tech Wars in which high school students competed in a unique robotics competition.
- Initiated the first Esports tournament in the Rio Grande Valley.
- Expanded the Dual Language Program to the high school level.
- Built relationships with city, chamber of commerce, economic development corporation, and McAllen Boys and Girls Club.
- Created a leadership model.
- Forged partnership with the University of Texas Rio Grande Valley to create the UTRGV-McAllen ISD Collegiate Academy (opening in 2024) in which students can earn college credit toward a Bachelor's Degree by the time they graduate high school.
- Reduced payroll costs for 2016-17 by $1.3 million.
- Created McTalks framework to spotlight alumni, staff, and students.
- Created SuperTalk podcast tackling subjects of interest for parents & the community.
- Overseen major construction projects including new baseball & softball fields, new kitchens for schools and the first new press box for the main football stadium in nearly 50 years.
- Established lifecycle replacement schedule for facilities and equipment.
- Created the STRIDES Program for special needs students who have graduated.
- Created a Parent Education Program.
- Moved Career Technical Education Program to Achieve Early College High.
- Initiated a Mental Health Fair.
- Created golf, fishing and bowling tournaments to raise money to benefit students.
- Created a Youth Apprenticeship Program through South Texas College and Chamber of Commerce.

Dr. Gonzalez initiated the creation of STEAM-Plus in Pre-K-12 grades. This learning framework places a great emphasis on Science, Technology, Engineering, Arts, and Math, including coding, rocketry, and robotics. STEAM-Plus also systematically addresses a child's emotional intelligence. It focuses on the five key components of emotional intelligence – self-awareness, self-regulation, motivation, empathy, and social skills. McAllen ISD also continues to support the highly acclaimed International Baccalaureate Teaching and Learning Framework at elementary, middle, and high school levels. In fact, the IB Diploma Programme at Lamar Academy was awarded the IB School of Distinction award in 2017.

A former state finalist for Principal of the Year and a participant in The Principals' Center at Harvard University, Dr. Gonzalez has a wealth of experience and a passion for teaching. He has taught in the Educational Leadership Department as a Practicing Lecturer at the University of Texas-Rio Grande Valley (UTRGV).

Dr. Gonzalez served as the District's Associate Superintendent for Instructional Leadership from 2012-16. His primary role included coaching, supervising and evaluating all principals in the District. He has also served as a Principal, Assistant Principal, Teacher, and Coach in multiple sports during his 27-year educational career (25 with McAllen ISD).

He is active in the community as well. Some of the professional clubs, organizations, and committees he serves on include:

- Texas Association of Secondary School Principals
- Golden Key International Honor Society
- Kappa Delta Pi International Honor Society
- Honorary Member of the McAllen Rotary Club
- Member of Raise Your Hand Texas
- UTPA College of Education Advisory Committee
- The Principals' Center Alumni (at Harvard University)
- Vice Chairman of the Board: Chamber of Commerce Board of Directors, 2019-present
- Member: Chamber of Commerce Executive Committee, 2021-present
- TASA Education Commissioner's Cabinet Member, 2021-Present
- Member: TASA – Texas Association of School Administrators
- Member: AASA – American Association of School Administrators
- Member: TALAS – Texas Association of Latino Administrators and Superintendents
- TASB School Transformation Network
- Member: Friends of Texas Public Schools
- United Way Board of Directors, 2021-23
- McAllen Economic Development Corporation Board of Directors
- Region One Regional Advisory Council of Superintendents: Executive Committee Member
- UIL Executive Committee for Region XV
- South Texas Association of Schools Board of Directors President (2023-24).
- Lower Rio Grande Valley Development Council (LRGVDC member) – the Regional Council of Governments for Hidalgo, Cameron and Willacy Counties
- John Maxwell Team Certified Member, 2018
- Federal Bureau of Investigation (FBI) Citizens Academy, 2015
- Leadership McAllen – Class of XXXIII, 2014

Born in Laredo, Dr. Gonzalez was raised in Hebbronville. He graduated from Texas A&M University—Kingsville with a Bachelor of Science in 1996 and earned a Master of Science in Educational Administration from the University of Texas-Pan American in 1999. Between 2000 and 2003, he earned his Mid-Management Administrator and Superintendent Certifications. His Doctor of Education with an emphasis in Educational Leadership was completed in 2008 through the University of Texas-Pan American.

Dr. Gonzalez married Shahroo T. Gonzalez, who is also an educator. They have three children – Joe Douglas (11), Samantha Isabella (10), and Joshua Jay (9).

McAllen ISD quick facts:

- 30 campuses
- 20,500 students
- 3,600 employees
- 1,600 teachers
- District area: 33 square miles

A Letter from the Superintendent

At McAllen ISD, we are in the business of making students' dreams come true.

It begins with meeting the academic, social and emotional needs of students by providing them with tools, experience and motivation. They become prepared, not only academically, but emotionally as well. In fact, we might be one of the few school districts in the nation in which an emotional intelligence component is part of our graduation requirements. In short, our graduates are book smart, people smart and self-smart.

At McAllen ISD, we take pride in giving our students multiple quality choices. In 2022-23, we introduced an Aviation Program where high school students can earn a private pilot license and a commercial drone operator's license. In 2024, students will be able to enter our new Collegiate Academy – a venture in partnership with the University of Texas Rio Grande Valley.

Other programs and opportunities include:

- Two educational frameworks - STEAM-Plus and International Baccalaureate.
- An Advanced Placement program where students can test for college credit plus a Dual Enrollment program where students earn college credit through their courses.
- A two-time National Blue Ribbon winning Early College High School where students can earn an Associate's Degree before they even graduate high school.
- A Career Technical Education program where students can earn a professional license or certification in any of 13 career clusters.
- Athletics, fine arts, UIL academic competition, clubs and organizations.
- Dual-language program schools where children become literate in two languages.
- Minitropolis-program schools where students learn "real-life" skills related to running a business or city government.

When our students graduate, we want them to be college, career and military ready. McAllen ISD is about more than just learning the state curriculum and passing assessments; it is about being able to perform and produce in the real world. That is why we deliver instruction on a world-class level.

Sincerely,

J.A. Gonzalez, Ed. D.
Superintendent of Schools
McAllen Independent School District

Administrative Staff



J. A. Gonzalez, Ed. D.
Superintendent



Bridgette Vieh
Associate Superintendent for Instructional Leadership



Adel Felix, CPA, CFE
Assistant Superintendent for Business Operations



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



Alejandra Gonzalez
Assistant Superintendent for District Operations



Todd Miller
Assistant Superintendent for Human Resources



Iris Luna, RTSBA
Chief Financial Officer

Board of Trustees



2013 NSBA Magna Award Winner

Texas 2012 Outstanding Board of the Year

2012 Region One School Board of the Year

2020 Region One School Board of the Year

The Board of Trustees are elected by the citizens living in the McAllen Independent School District boundaries to be legally responsible for educating the children in the District. Trustees are elected at-large by position.

Texas law grants the Board of Trustees the power to govern and oversee the management of the District's schools. The Board is the policy-making body within the District and has overall responsibility for curriculum, school taxes, annual budget, employment of the superintendent and other professional staff, facilities and expansions. The Board has complete and final control over school matters within limits established by law and State Board of Education rules.

The McAllen ISD School Board meets in the Dr. Ricardo Chapa Board Room in the Administration Building at 2000 N. 23rd Street in McAllen, Texas.

Pursuant to Texas Statutes § 551.043 and § 551.051, the McAllen Independent School District will post the Official Notice of a Board Meeting on the bulletin board at the main entrance on the west side of the District's Administration Building where it remains for at least 72 hours before the scheduled time of the meeting. Though not required by law, the School District also posts an Unofficial Board Meeting Agenda on the District's internet web site as a service to the community.

All McAllen Independent School District Board of Trustees Meetings are open to the public. Meetings are live streamed on MITV and Youtube, or via one of the other public access channels on the cable system serving the McAllen area. Texas law permits the Board of Trustees to convene in closed session for discussion of property acquisition, personnel issues, security matters or consultation with attorneys.

In pursuant to BED(LOCAL), Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic on which they wish to address the Board. Public comment shall occur at the beginning of the meeting. Except when permitted by this policy, and the Board's procedures on public comment, an individual's comments to the Board shall not exceed two minutes per meeting.

If you have any questions, please contact the Board Secretary, Natalie Goza, at (956) 618-6094.



President

Debbie Crane Aliseda
Place 3, 2021-2025
debbie.aliseda@mcallenisd.net



Vice President

Sam Saldivar Jr.
Place 7, 2021-2025
sam.saldivar@mcallenisd.net



Secretary

Sofia M. Peña
Place 6, 2021-2025
sofia.pena1@mcallenisd.net



Trustee

Erica de la Garza-Lopez
Place 4, 2023-2027
erica.delagarza@mcallenisd.net



Trustee

Elizabeth (Lizzie) Kittleman
Place 1, 2023-2027
elizabeth.kittleman@mcallenisd.net



Trustee

Lucia Regalado
Place 2, 2023-2027
lucia.regalado@mcallenisd.net



Trustee

Aaron D. Rivera
Place 5, 2023-2027
aaron.rivera@mcallenisd.net

Our Vision and Our Mission

McALLEN
INDEPENDENT SCHOOL DISTRICT



Vision

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

Mission

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

Our Goals and Strategies

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

Strategy 1 - Branding
We will effectively and continuously communicate and market the district's mission, strengths, successes and diverse opportunities for every learner.

Strategy 2 – Attract/Retain High Quality Staff
We will attract, recruit, develop and retain high quality staff.

Strategy 3 – Engaging Learning Environment
We will foster secure, supportive, rigorous and engaging learning environments.

Strategy 4 – Rigorous/World Class Standards Customized for Every Learner
We will utilize national and global standards to customize learning for every learner.

Strategy 5 – Partnerships with Business/Civic Education/Organizations
We will develop and strengthen bonds with the business, education and civic community to provide engaging learning opportunities.

Strategy 6 – Future-Ready Students
We will foster principled students who learn, adapt, and innovate in response to their ever-changing environment.

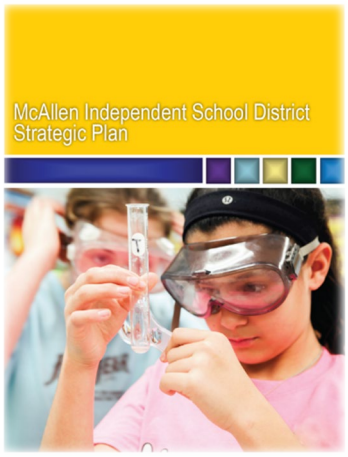
Strategy 7 – Financial Priorities
We will conduct a budget development, implementation and monitoring process that reflects sound business and fiscal practices that support district goals.



Implementation of District Goals & Objectives 2023-2024	Student Achievement/ Student Focus	People Development District	Facilities Priorities District	Financial Priorities District	Branding	Attract/Retain High Quality Staff	Engaging Learning Environment	Rigorous/ World Class Standards Customized for Each Learner	Partnerships with Business/ Civic Education/ Organizations	Future-Ready Students	Financial Priorities
Organization Number/Name	**Goal 1**	**Goal 2**	**Goal 3**	**Goal 4**	**Strategy 1**	**Strategy 2**	**Strategy 3**	**Strategy 4**	**Strategy 5**	**Strategy 6**	**Strategy 7**
701 Superintendent's Office	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
702 Board of Trustees	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
713 Grant Development & Compliance							✓				
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				✓							✓
731 Assistant Superintendent for District Operations	✓		✓	✓	✓		✓	✓	✓		✓
732 Department of Internal Audit		✓		✓		✓	✓		✓		✓
733 Assistant Superintendent for Business Operations				✓							✓
734 Department of Accounting				✓							✓
735 Department of Payroll				✓							✓
736 Department of Special Funding	✓	✓	✓	✓		✓	✓	✓		✓	✓
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	✓						✓	✓		✓	

Long Term Financial Planning and Major Initiatives

The financial goal of the McAllen Independent School District is to have a sufficient fund balance in the general operating fund to be able to maintain fiscal independence in case of a financial need or crisis. The District shall strive to maintain an optimum fund balance of at least two and a half months of general fund operating expenditures.



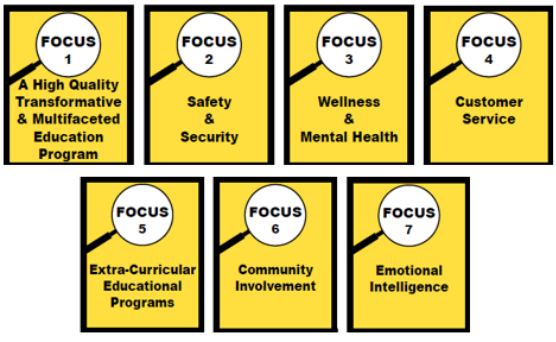
The School District reached out to the community during the late spring and summer of 2016 for input as we worked to create our Strategic Plan. This comprehensive living document is designed to keep us on the path of continuous improvement.

The District's strategic plan was created through focus group sessions, surveys, town hall meetings, and a series of full-day workshop meetings. Students, parents, and other members of our community joined teachers and other employees in identifying our call to action, establishing our mission, identifying goals, and beginning the process of pinpointing key actions. We established this framework to work, to refine, and redirect our aim. To create alignment, we merged into this report, the four goals that guide the superintendent's evaluation. In the interest of transparency and accountability, this framework is available to the public.

This framework of goals ensures all members of our school community are working to improve. It shines light on every facet of the school district, including student-centered and inquiry-based learning in prekindergarten through the 12th grade, support programs, extracurricular activities, finance, maintenance, transportation, marketing, child nutrition, wellness, human resources, safety and security and more. Through this process, the District also lays out the metrics by which we gauge our progress - further spotlighting our determination to be accountable and transparent to our community.

This responsibility requires extensive planning and foresight. It is intensified when it works in sync with a supportive and involved community. For this reason, we will make the greater community aware of this plan through a series of presentations, including town hall meetings, community group sessions and an annual review. In addition, the plan will be posted on our website for full disclosure, and it will be updated yearly. This is the framework that guides our decisions.

In support of our current strategic plan, our District launched a Champion Project in fiscal year 2020-2021. Through conversation with students, parents, teachers, and other staff, McAllen ISD identified Seven Focus Areas. McAllen ISD then targeted those Focus Areas to develop an interactive collection of material - in digital formats - to spotlight the many programs and services that we provide to our community. Through this virtual Parent Symposium, our community can access information on any of the outstanding programs that make McAllen ISD an A+ District.



Facilities Education Master Plan

McAllen ISD has held far-reaching discussions with staff and the community as it developed the District's Strategic Plan. An astounding more than 2,000 people gave input. The District conducted an intense study into its facility needs, working to develop a Facilities Education Master Plan that would be aligned with the Strategic Plan.

This long-range planning document evaluates current facilities, analyzes the school systems' future facility needs, and recommends solutions to address these needs. It is grounded in the context of the educational needs of our students and the McAllen Independent School District's Strategic Plan. In addition, it supports our two Frameworks for Student Learning – STEAM Plus and International Baccalaureate. This document is designed to inform the parents, community leaders, and other members of our community about the long-range improvement plans for our educational facilities. One of the decisions included in this Facilities Education Master Plan approved by the Board of Trustees on April 23, 2018 was to repurpose two of our campuses. In the 2018-2019 school year, Jose Antonio Navarro Elementary became our Early Childhood Center and Abraham Lincoln Middle School now houses our Achieve Early College High School students and our Professional Development Building.

This Facilities Education Master Plan serves as the guide to supporting the aims and objectives of our District's Strategic Plan as we make decisions regarding our facilities. The District identifies the priorities that set our Facility Needs Standards and ensures viable and dynamic planning that ultimately supports quality teaching and learning.



The McAllen Independent School District's Goals and Strategies are vital to understanding the facility needs of our organization. This Plan was produced through a team effort including the personnel who are tasked with maintaining our existing schools and other facilities, school administration and other staff, and professional consultants with disciplines in education, planning, programming, architecture, engineering, construction, facility management, facility operations, and technology.

Most Importantly, six Facility Needs Standards were established to drive our priorities as we developed our short and long range plan.

In fiscal year 2019-2020, a Maintenance Tax Note Series 2020 was issued to address some identified needs in the Facilities Education Master Plan.

Facility Needs Standards

Standard 1: Safety and Security

Facilities that support the safety and security of our students and staff.

Standard 2: Educational Suitability

Facilities that support our educational and instructional programs, ensuring that each space meets the needs of a learning environment, including size, location, and fixed equipment as defined for the instuctional program.

Standard 3: Technology Readiness

Facilities with the infrastructure capable of supporting information technology and associated equipment to enhance quality 21st-Century teaching and learning.

Standard 4: Capacity and Utilization

Facilities with specific capacity and utilization standards that target the number of students that can be housed, given the specific educational programs, the class schedules, the student-teacher ratios, and the size of rooms.

Standard 5: Quality Care and Maintenance of Current Facilities

Facilities that are supported by systems aimed at maintaining quality teaching/learning environment by a continued focus on cleanliness, air quality, safety, lighting and exterior of all schools by campus and district staff.

Standard 6: Long Range Facilities Planning

Facilities driven by a system that focuses on replacement schedules, facility priorities, funding sources, and enrollment trends.

Capital Projects Budget Process

The Capital Projects budget is prepared according to the Facilities Education Master Plan and funding availability. For 2023-2024, Capital Outlay is budgeted in the Capital Projects Funds due to the issuance of the Maintenance Tax Notes Series 2020. For a listing of projects please refer to pages 131-133.

Prekindergarten Programs

McAllen ISD elementary schools provides a focused, full day, Pre-K program where children have hands-on purposeful opportunities for learning. Student-centered environments in our Pre-K classrooms follow the developmentally appropriate practices taught by The Children's Learning Institute, which is the Texas State Center for Early Childhood. Our Curriculum adheres to the Texas Prekindergarten Curriculum Guidelines and provides an instructional program that is vertically aligned with the Kindergarten Texas Essential Knowledge and Skills.

Universal Full Day Pre-K
Beginning fiscal year 2020-2021, the District phased in a limited seating Pre-K program. This allowed children, who may not have been originally eligible, to enroll for an available seat at designated campuses.

Tuition-Based
Beginning 2018-2019, McAllen ISD has provided an opportunity for children who do not qualify for the state-mandated Pre-K program provided and were not able to enroll in the limited Universal Pre-K program are eligible to enroll in this tuition supported Pre-K program.

These Pre-K programs are for children who turn four years old on or before September 1st of the current school year.

Benefits of these programs include:

- Certified teachers in every classroom specifically trained to work with young children
- Six-hour full-day programming
- Child-centered, hands-on learning
- Focused on developing children academically, physically, and socially
- Healthy breakfast and lunch provided
- Use of a District-issued iPad Air

Registration documents required:

- Official birth certificate
- Photo identification of parent/guardian of the enrolling student
- Child's social security number (optional)
- Current immunization record signed by physician
- Proof of residency

If you have any questions, please contact the Student Support Services at (956) 618-6031.

District Policies

The following policies are posted on the link below:

http://pol.tasb.org/Home/Index/637

The highlighted items within the following policies make reference to the budget process.



Selection of Officers

At the first meeting after each election and qualification of trustees, the members shall organize by selecting:

1. A president, who must be a member of the board.
2. A secretary, who may or may not be a member of the board.
3. Other officers and committees the board considers necessary.

Education Code 11.061(c)

Reorganization

In addition to the required post-election organization, a board may also organize at other times. *Atty. Gen. Op. MW-531 (1982)*

Duties/Powers of Board President

The duties and powers of the president of a board include, but are not limited to, the following:

1. Call a meeting of the board for the purpose of adopting a budget and provide for the publication of notice of the budget and proposed tax rate meeting under Education Code 44.004. [See CE and CCG]
2. Submit the annual financial statement to a newspaper for publication under Local Government Code 140.006. [See CFA]
3. Execute a mineral deed or lease under Education Code 11.153. [See CDB]
4. Execute the deed for the sale of property, other than minerals, held in trust for public school purposes under Education Code 11.154(b). [See CDB]

Qualifications

A person may not be employed as a superintendent unless the person holds an appropriate certificate or permit.

The commissioner may waive the requirement for certification of a superintendent if requested by a district as provided by Education Code 7.056 [see BF]. The commissioner may limit the waiver of certification in any manner the commissioner determines is appropriate.

A person who is not certified as a superintendent may not be employed by a district as the superintendent before the person has received a waiver of certification from the commissioner. A person may be designated to act as a temporary or interim superintendent for a district, but the district may not employ the person under a contract as superintendent unless the person has been certified or a waiver has been granted.

Education Code 21.003

Duties

A superintendent is the educational leader and chief executive officer of a district. *Education Code 11.201(a)*

The duties of a superintendent include:

1. Assuming administrative responsibility and leadership for the planning, organization, operation, supervision, and evaluation of the education programs, services, and facilities of a district and for the annual performance appraisal of the district's staff.
2. Except as provided by Education Code 11.202 (duties of principal) [see DK and DP], assuming administrative authority and responsibility for the assignment, supervision, and evaluation of all personnel of a district other than the superintendent.
3. Overseeing compliance with the standards for school facilities. [See CS]
4. Initiating the termination or suspension of an employee or the nonrenewal of an employee's term contract. [See DF series]
5. Managing the day-to-day operations of a district as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of district operations.
6. Preparing and submitting to a board a proposed budget and administering the budget.
7. Preparing recommendations for policies to be adopted by a board and overseeing the implementation of adopted policies.

8. Developing or causing to be developed appropriate administrative regulations to implement policies established by a board.

9. Providing leadership for the attainment and, if necessary, improvement of student performance in a district based on the state's student achievement and quality of learning indicators and other indicators as may be adopted by the commissioner or the board. [See AIA]

10. Organizing a district's central administration.

11. Consulting with the district-level committee. [See BQA]

12. Ensuring:

    a. Adoption of a Student Code of Conduct [see FO] and enforcement of that Code of Conduct; and

    b. Adoption and enforcement of other student disciplinary rules and procedures as necessary.

13. Submitting reports as required by state or federal law, rule, or regulation, and ensuring that a copy of any report required by federal law, rule, or regulation is also delivered to TEA.

14. Providing joint leadership with a board to ensure that the responsibilities of the board and superintendent team are carried out; and

15. Performing any other duties assigned by action of a board.

Education Code 11.201(d)

In addition, a superintendent shall, on a day-to-day basis, ensure the implementation of the policies created by the board. *Education Code 11.1512(a)*

Collaboration with the Board

A board and a superintendent shall work together to:

1. Advocate for the high achievement of all district students;

2. Create and support connections with community organizations to provide community-wide support for the high achievement of all district students;

3. Provide educational leadership for a district, including leadership in developing the district vision statement and long-range educational plan [see AE];

4. Establish district-wide policies and annual goals that are tied directly to the district's vision statement and long-range educational plan;

5. Support the professional development of principals, teachers, and other staff; and

6. Periodically evaluate board and superintendent leadership, governance, and teamwork.

Education Code 11.1512(b)

Prohibited Interference

A superintendent may not interfere with an appearance or testimony of specified district personnel required by the board. *Education Code 11.1511(d)* [See BAA]

Duties

In addition to responsibilities specifically provided by law or in the Superintendent's contract, the Superintendent shall provide educational leadership, demonstrate district management, and maintain positive Board and community relations.

Educational Leadership

To provide leadership and direction for the development of an educational system that is based on the needs of students, on standards of excellence and equity, and on community goals, the Superintendent shall:

1. Establish effective mechanisms for communication to and from staff in instructional evaluation, planning, and decision making.
2. Oversee annual planning for instructional improvement and monitor for effectiveness.
3. Ensure that goals and objectives form the basis of curricular decision making and instruction and communicate expectations for high achievement.
4. Ensure that appropriate data are used in developing recommendations and making decisions regarding the instructional program and resources.
5. Oversee a system for regular evaluation of instructional programs, including identifying areas for improvement, to attain desired student achievement.
6. Oversee student services, including health and safety services, counseling services, and extracurricular programs, and monitor for effectiveness.
7. Oversee a discipline management program and monitor for equity and effectiveness.
8. Encourage, oversee, and participate in activities for recognition of student efforts and accomplishments.
9. Oversee a program of staff development and monitor staff development for effectiveness in improving district performance.
10. Stay abreast of developments in educational leadership and administration.

District Management

To demonstrate effective planning and management of District administration, finances, operations, and personnel, the Superintendent shall:

1. Implement and oversee a planning process that results in goals, targets, or priorities for all major areas of District operations, including facilities maintenance and operations, transportation, and food services.
2. Monitor effectiveness of District operations against appropriate benchmarks.
3. Oversee procedures to ensure effective and timely compliance with all legal obligations, reporting requirements, and policies.
4. Ensure that key planning activities within the District are coordinated and are consistent with Board policy and applicable law and that goals and results are communicated to staff, students, and the public as appropriate.
5. Oversee a budget development process that results in recommendations based on District priorities, available resources, and anticipated changes to district finances.
6. Oversee budget implementation to ensure appropriate expenditure of budgeted funds, to provide for clear and timely budget reports, and to monitor for effectiveness of the process.
7. Ensure that District investment strategies, risk management activities, and purchasing practices are sound, cost-effective, and consistent with District policy and law.
8. Maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.
9. Ensure that the system for recruiting and selection results in personnel recommendations based on defined needs, goals, and priorities.
10. Organize District staff in a manner consistent with District priorities and resources and monitor administrative organization at all levels for effectiveness and efficiency.
11. Oversee a performance appraisal process for all staff that reinforces a standard of excellence and assesses deficiencies; ensure that results are used in planning for improvement.
12. Administer a compensation and benefits plan for employees based on clearly defined goals and priorities.
13. Encourage, oversee, and participate in staff recognition and support activities.

14. Oversee a program for staff retention and monitor for effectiveness.

Board and Community Relations

To maintain positive and professional working relationships with the Board and the community, the Superintendent shall:

1. Keep the Board informed of significant issues as they arise, using agreed upon criteria and procedures for information dissemination.
2. Respond in a timely and complete manner to Board requests for information that are consistent with Board policy and established procedures.
3. Provide recommendations and appropriate supporting materials to the Board on matters for Board decision.
4. Articulate and support Board policy and decisions to staff and community.
5. Direct a proactive program of internal and external communication at all levels designed to improve staff and community understanding and support of the District.
6. Establish mechanisms for community and business involvement in the schools and encourage participation.
7. Work with other governmental entities and community organizations to meet the needs of students and the community in a coordinated way.

Delegation

To the extent permitted by law, the Superintendent may delegate responsibilities to other employees of the District but shall remain accountable to the Board for the performance of all duties, delegated or otherwise.

Table of Contents

Tax Rate Adoption 2
Maintenance Taxes 2
Assessor and Collector 4
Certified Estimate of Values 5
Appraisal Roll 5
Designated Employee/Officer to Calculate Rates 6
Truth-in-Taxation Requirements 6
Tax Rate Adoption Requirements 8
Adoption of Tax Roll 10
Failure to Adopt Tax Rate 10
Taxpayer Injunction 10
Tax Information to County 11
Appraisal District Property Tax Database 11
Internet Posting of Tax Rate and Budget Information 11
Election to Approve Tax Rate 11
Voter-Approval Tax Rate 11
Efficiency Audit 12
Disaster Exception 13
Time for Election 13
Proposition 14
Election Outcome 14

Tax Rate Adoption

Maintenance Taxes

The board may levy, assess, and collect annual ad valorem taxes for the maintenance of the district's schools. Taxes may not be levied unless authorized by a majority of the qualified voters of the district, voting at an election called for that purpose. *Education Code 45.002, .003(a)*

Restriction on Maintenance Tax Levy

A district may not levy the district's maintenance taxes at a rate intended to create a surplus in maintenance tax revenue for the purpose of paying the district's debt service. *Education Code 45.0021(a)* [See Taxpayer Injunction, below]

Note: For information on the consequences of violating this restriction, see Education Code 45.0021(c)-(e). See also Taxpayer Injunction, below.

Exceptions

Education Code 45.0021 does not prohibit a district from:

1. Using a surplus in maintenance tax revenue to pay the district's debt service if the district's interest and sinking fund tax revenue is insufficient to pay the district's debt service due to circumstances beyond the district's control and the use of the surplus maintenance tax revenue to pay the district's debt service is necessary to prevent a default on the district's debt;
2. Paying a portion of the district's maintenance tax revenue into the tax increment fund for a reinvestment zone under Tax Code Chapter 311; or
3. Using money disbursed from the tax increment fund for a reinvestment zone under Tax Code Chapter 311 in accordance with the agreement entered into by the district with the governing body of the municipality or county that designated the zone under Tax Code 311.013(f).

Education Code 45.0021(f)

Maintenance Tax Rate Components

Tier One

A district's tier one maintenance and operations tax rate is the number of cents levied by the district for maintenance and operations that does not exceed the maximum compressed rate, as determined under Education Code 48.2551. *Education Code 45.0032(a)*

Maximum Compressed Rate

"MCR" is the district's maximum compressed rate, which is the tax rate for the current tax year per $100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment to which the district is entitled under Education Code Chapter 48. The Texas Education Agency (TEA) shall calculate and make available school districts' maximum compressed rates.

Local appraisal districts, school districts, and the comptroller shall provide any information necessary to TEA to implement Education Code 48.2551.

Education Code 48.2551(a)(3), (d), (d-1)

School districts' maximum compressed maintenance and operations tax rates shall be calculated using locally certified property values and adjusted to estimate for exclusions under Government Code 403.302(d).

TEA will open a data collection from 12:01 a.m. on July 18 through 11:59 p.m. on August 1 for districts. Districts must submit the data specified in 19 Administrative Code 61.1000(c). TEA will use any available data to calculate MCR absent data collection submissions from a school district.

19 TAC 61.1000(b), (c), (h)

TEA will calculate and make available preliminary maximum compressed tier one tax rates to each district on or before August 5. If TEA receives an appeal of a preliminary MCR, TEA will issue a final determination to the district no later than August 31. If TEA does not receive an appeal of a preliminary MCR, the preliminary MCR automatically becomes a final MCR ten calendar days following TEA's approval of the district's preliminary MCR. *19 TAC 61.1000(d)–(f)*

A district may appeal its preliminary MCR through the following process:

1. The TEA division responsible for MCRs must receive a written appeal no later than ten calendar days after TEA's approval of the district's preliminary MCR. The appeal must include adequate evidence and additional information that supports the position of the district. Appeals received 11 calendar days or more after TEA approves a district's preliminary MCR will not be considered.
2. TEA will only consider appeals that would result in a change of the preliminary MCR.

19 TAC 61.1000(g); Education Code 48.2551(d-2)

Tier Two

A district's enrichment tax rate consists of:

1. Any cents of additional maintenance and operations tax effort, not to exceed eight cents over the maximum tier one tax rate; and

2. Any cents of additional maintenance and operations tax effort that exceeds the sum of the maximum tier one tax rate and the maximum number of cents permitted under item 1 above.

Education Code 45.0032(a), (b)

Districts Subject to Disaster Exception

For a district to which Tax Code 26.042(e) [see Disaster Exception to Election Requirement, below] applies, the amount by which the district's maintenance tax rate exceeds the district's voter-approval tax rate, excluding the district's current debt rate under Tax Code 26.08(n)(3) for the preceding year is not considered in determining a district's tier one maintenance and operations tax rate or the district's enrichment tax rate for the current tax year. *Education Code 45.0032(d)*

Maximum Tax Rate

For any year, the maintenance tax rate per $100 of taxable value adopted by the district may not exceed the rate equal to the sum of $0.17 and the district's maximum compressed rate, as determined under Education Code 48.2551.

A rate that exceeds the maximum rate for the year in which the tax is to be imposed is void. A district with a tax rate that is void under this provision may, subject to requirements imposed by other law, adopt a rate for that year that does not exceed the specified maximum rate for that year.

Education Code 45.003(d), (e)

Districts with 2005 Tax Rate over $1.50

Notwithstanding any other law, a district that levied a maintenance tax for the 2005 tax year at a rate greater than $1.50 per $100 of taxable value in the district as permitted by special law [Art. 2784g Tex. Rev. Civ. Stat.] may not levy a maintenance tax at a rate that exceeds the rate per $100 of taxable value that is equal to the sum of $0.17 and the product of 66.67 percent multiplied by the rate of the maintenance tax levied by the district for the 2005 tax year, minus any amount by which $1.00 exceeds the product of the state compression percentage, as determined under Education Code 48.255, multiplied by $1.00. *Education Code 45.003(f)*

For a district described above, any cents of maintenance and operations tax effort that exceeds the maximum rate described at Maximum Tax Rate are not included in the district's tier one maintenance and operations tax rate or the district's enrichment tax rate and the district is not entitled to the guaranteed yield amount of state funds under Education Code 48.202 for those cents of tax effort. *Education Code 45.0032(c)*

Assessor and Collector

The board may employ a person to assess or collect the district's taxes and may compensate the person as the board considers appropriate. This provision does not prohibit a district from providing

for the assessment or collection of the district's taxes under a method authorized by Tax Code Chapter 6, Subchapter B. *Education Code 45.231*

A district that used a method of selection for the 1994 tax year that was authorized by former Education Code Chapter 23, Subchapter F, may continue to use that method until the district uses another method authorized above. *Education Code 45.232*

The assessor and collector shall assess, collect, or assess and collect taxes, as applicable. *Tax Code 6.23(b)*

Collector's Bond

A district that has its own collector shall require the collector to give bond conditioned on the faithful performance of duties. The bond must be made payable to and be approved by the board in an amount determined by the board. The board may require a new bond at any time, and failure to give new bond within a reasonable time after demand is a ground for removal from office. The board may prescribe additional requirements for the bond.

A district whose taxes are collected by a person other than the district's own collector may require that person to give bond conditioned on the faithful performance of duties. The bond must be payable to, approved by, and paid for by the board in an amount determined by the board. The board may prescribe additional requirements for the bond.

A district shall pay the premium for a required bond from its general fund or as provided by intergovernmental contract.

Tax Code 6.29

Certified Estimate of Values

By April 30, the chief appraiser shall prepare and certify to the district's assessor an estimate of the taxable value of district property. *Tax Code 26.01(e)*

Appraisal Roll

By July 25, the chief appraiser shall prepare and certify to the assessor for the district that part of the appraisal roll that lists the property taxable by the district. The part certified to the assessor is the appraisal roll for the district.

If by July 20 the appraisal review board has not approved the appraisal records as required under Tax Code 41.12, the chief appraiser shall not later than July 25 prepare and certify to the assessor for a school district an estimate of the taxable value of property in the school district.

Tax Code 26.01(a)–(a-1)

By August 1 or as soon thereafter as practicable, the district's assessor shall submit to the board the district's appraisal roll, showing the total appraised, assessed, and taxable values of all property and the total taxable value of new property.

By August 1 or as soon thereafter as practicable, a district's collector shall certify to the board the anticipated collection rate for the current year. If the collector certified an anticipated collection rate in the preceding year and the actual collection rate in that year exceeded the anticipated rate, the collector shall also certify the amount of debt taxes collected in excess of the anticipated amount in the preceding year.

Tax Code 26.04(b)

Designated Employee/Officer to Calculate Rates

After the district's assessor submits the appraisal roll to the board, an officer or employee designated by the board shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the district.

Required Calculation Forms

The designated officer or employee shall use the tax rate calculation forms prescribed by the comptroller under Tax Code 5.07 in calculating the no-new-revenue tax rate and the voter-approval tax rate.

Calculation Forms to County Tax Assessor-Collector

As soon as practicable after the designated officer or employee calculates the no-new-revenue tax rate and the voter-approval tax rate of the district, the designated officer or employee shall submit the tax rate calculation forms used in calculating the rates to the county assessor-collector for each county in which all or part of the territory of the district is located.

Tax Code 26.04(c), (d-1), (d-3)

[See CE regarding the requirement to attach tax rate calculation forms as an appendix to a district's budget.]

Truth-in-Taxation Requirements

Note: The *Truth in Taxation* website maintained by the Texas comptroller of public accounts offers detailed guidance on setting local property tax rates for school districts.[1]

Meeting to Adopt Budget

When the budget has been prepared under Education Code 44.002, the board president shall call a meeting of the board for the purpose of adopting a budget for the succeeding tax year. The budget must be adopted before the adoption of the tax rate for the tax year in which the fiscal year covered by the budget begins. *Education Code 44.004(a), (g)* [See CE]

Published Notice

The board president shall provide for publication of notice of the budget and proposed tax rate meeting in a daily, weekly, or bi-weekly newspaper published in the district. If no daily, weekly, or biweekly newspaper is published in the district, the president shall provide for publication of notice in at least one newspaper of general circulation in the county in which the district's central administrative office is located. The notice shall be published not earlier than the 30th day or later than the tenth day before the date of the hearing.

Form and Contents

The notice of public meeting to discuss and adopt the budget and the proposed tax rate may not be smaller than one-quarter page of a standard-size or a tabloid-size newspaper, and the headline on the notice must be in 18-point or larger type and contain the information set out in Education Code 44.004(c) and (c-1).

The notice must include a statement that a district may not increase its 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.

A notice is not valid if it does not substantially conform to the language and format prescribed by the comptroller.

Education Code 44.004(b)–(d)

Debt Service Rate Decrease

If the published interest and sinking fund (debt service) rate decreases after the publication of the required notice, the president is not required to publish another notice or call another meeting to discuss and adopt the budget and the proposed lower tax rate. *Education Code 44.004(g-1)*

Districts with July 1 Fiscal Year

Notwithstanding the provisions above, a district with a fiscal year beginning July 1 may use the certified estimate of the taxable value of district property in preparing the required notice if the district does not receive the certified appraisal roll on or before June 7. A district that uses a certified estimate may adopt a budget at the public meeting designated in the published notice prepared using the estimate, but the district may not adopt a tax rate before the district receives the certified appraisal roll for the district.

After receipt of the certified appraisal roll, a district must publish a revised notice and hold another public meeting before the district may adopt a tax rate that exceeds:

1. The rate proposed in the notice prepared using the estimate; or

2. The district's voter-approval rate determined under Tax Code 26.08 using the certified appraisal roll.

Education Code 44.004(h), (i)

Tax Rate Adoption Requirements

Deadline

The board shall adopt a tax rate for the current tax year and shall notify the assessor of the tax rate adopted. [See Adoption of Tax Roll, below] The board must adopt a tax rate before the later of September 30 or the 60th day after the date the certified appraisal roll is received by the district, except that the board must adopt a tax rate that exceeds the voter-approval tax rate not later than the 71st day before the next uniform election date that occurs in November of that year. [Note that Election Code 3.005(c) requires that an election to be held on a uniform date be ordered not later than the 78th day before election day; see Time for Election, below.]

The tax rate consists of two components, each of which must be approved separately. The components are:

1. The interest and sinking fund (debt service) rate calculated under Education Code 44.004(c)(5)(A)(ii)(b); and

2. The rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operation expenditures of the district for the next year.

Tax Code 26.05(a)

Tax Date for Certain Districts

A district that before January 1, 1989, has for at least ten years followed a practice of adopting its tax rate at a different date than as provided by Tax Code Chapter 26 and of billing for and collecting its taxes at different dates than as provided by Chapters 31 and 33 may continue to follow that practice. This does not affect the dates provided by the Property Tax Code (Tax Code Title 1) for other purposes, including those relating to the appraisal and taxability of property, the attachment of tax liens and personal liability for taxes, and administrative and judicial review under Chapters 41 and 42. *Tax Code 26.135*

Vote

A board may not impose property taxes in any year until it has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution, or order. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget. The vote on the ordinance, resolution, or order setting a tax rate that exceeds the sum of the district's no-new-revenue maintenance and operations tax rate and the district's current debt rate must be a record vote, and at least 60 percent of the members of the board must vote in favor of the ordinance, resolution, or order.

Motion

A motion to adopt an ordinance, resolution, or order setting a tax rate that exceeds the no-new-revenue tax rate must be made in the following form: “I move that the property tax rate be increased by the adoption of a tax rate of (specify tax rate), which is effectively a (insert percentage by which the proposed tax rate exceeds the no-new-revenue tax rate) percent increase in the tax rate.”

Language and Internet Posting

If the ordinance, resolution, or order sets a tax rate that, if applied to the total taxable value, will impose an amount of taxes to fund maintenance and operation expenditures of the district that exceeds the amount of taxes imposed for that purpose in the preceding year the district must:

1. Include in the ordinance, resolution, or order in type larger than the type used in any other portion of the document:

    a. The following statement: “THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE”; and

    b. If the tax rate exceeds the no-new-revenue maintenance and operations rate, the following statement: “THE TAX RATE WILL EFFECTIVELY BE RAISED BY (INSERT PERCENTAGE BY WHICH THE TAX RATE EXCEEDS THE NO-NEW-REVENUE MAINTENANCE AND OPERATIONS RATE) PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $(Insert amount).”; and

2. Include on the home page of any internet website operated by the district:

    a. The following statement: “(Insert name of unit) ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE”; and

    b. If the tax rate exceeds the no-new-revenue maintenance and operations rate, the following statement: “THE TAX RATE WILL EFFECTIVELY BE RAISED BY (INSERT PERCENTAGE BY WHICH THE TAX RATE EXCEEDS THE NO-NEW-REVENUE MAINTENANCE AND OPERATIONS RATE) PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $(Insert amount).”

Tax Code 26.05(b)

Adoption of Tax Roll	On receipt of notice of the tax rate for the current tax year, the assessor for a district shall calculate the tax imposed on each property included on the appraisal roll for the district. The assessor shall enter the amount of tax in the appraisal roll and submit it to the board for approval. The appraisal roll with amounts of tax entered as approved by the board constitutes the district's tax roll. *Tax Code 26.09(a), (e)*
Failure to Adopt Tax Rate	If the board does not adopt a tax rate before the date required at Deadline above, the tax rate for the district for that tax year is the lower of the no-new-revenue tax rate calculated for that tax year or the tax rate adopted by the district for the preceding tax year. A tax rate established by this provision is treated as an adopted tax rate. Before the fifth day after the establishment of a tax rate by this provision, the board must ratify the applicable tax rate in the manner set out at Tax Rate Adoption Requirements above. *Tax Code 26.05(c)*
Taxpayer Injunction	A person who owns taxable property in a district is entitled to an injunction restraining the collection of taxes by the district if the district has not complied with the requirements of Education Code 44.004(b), (c), (c-1), (c-2), and (d), and, if applicable, (i) [see above at Published Notice, including Form and Contents, and Districts with July 1 Fiscal Year, if applicable] and the failure to comply was not in good faith. An action to enjoin the collection of taxes must be filed before the date a district delivers substantially all of its tax bills. *Education Code 44.004(e)* A person who owns taxable property is entitled to an injunction prohibiting the district in which the property is taxable from adopting a tax rate if the assessor or designated officer or employee of the district, the chief appraiser of the applicable appraisal district, or the district, as applicable, has not complied with the computation, publication, or posting requirements of Tax Code 26.04 or 26.16, 26.17, or 26.18 [see below at Tax Information to County, Appraisal District Property Tax Database, and Internet Posting of Tax Rate and Budget Information]. It is a defense in an action for an injunction under this provision that the failure to comply was in good faith. *Tax Code 26.04(g)* A person who owns taxable property is entitled to an injunction restraining the collection of taxes by a district in which the property is taxable if the district has not complied with the requirements of Tax Code 26.04 and 26.05 [see above at Designated Employee/Officer to Calculate Rates and Tax Rate Adoption Requirements]. It is a defense in an action for an injunction under this provision that the failure to comply was in good faith. An action to enjoin the collection of taxes must be filed not later than the 15th day after the date

the district adopts a tax rate. A property owner is not required to pay the taxes imposed by a district on the owner's property while an action filed by the property owner to enjoin the collection of taxes imposed by the district on the owner's property is pending. If the property owner pays the taxes and subsequently prevails in the action, the property owner is entitled to a refund of the taxes paid, together with reasonable attorney's fees and court costs. The property owner is not required to apply to the collector for the district to receive the refund. *Tax Code 26.05(e)*

A person who owns taxable property in a district is entitled to an injunction restraining the collection of taxes by the district if the district adopts a maintenance tax in violation of Education Code 45.0021(a) [see above at Restriction on Maintenance Tax Levy]. An action to enjoin the collection of taxes must be filed before the date a district delivers substantially all of its tax bills. *Education Code 45.0021(b)*

Tax Information to County

A district shall provide to the county assessor-collector for each county in which all or part of district territory is located the district's adopted tax rate, maintenance and operations rate, debt rate, no-new-revenue tax rate, no-new-revenue maintenance and operations rate, and voter-approval tax rate for posting on the county's internet website. The district shall provide the information annually following the adoption of a tax rate by the district for the current tax year. *Tax Code 26.16(a)–(b)*

Appraisal District Property Tax Database

The officer or employee designated by the board to calculate the no-new-revenue tax rate and the voter-approval tax rate for the district must electronically incorporate into the database created and maintained by the chief appraiser under Tax Code 26.17 the information required by Tax Code 26.17(e). *Tax Code 26.17(e)*

Internet Posting of Tax Rate and Budget Information

Each district shall maintain an internet website or have access to a generally accessible internet website that may be used for the purposes of this provision. Each district shall post or cause to be posted on the internet website the information required by Tax Code 26.18 in a format prescribed by the comptroller. *Tax Code 26.18* [See CE for required information]

Election to Approve Tax Rate

If the board adopts a tax rate that exceeds the district's voter-approval tax rate, the registered voters of the district at an election held for that purpose must determine whether to approve the adopted tax rate. *Tax Code 26.08(a), (n)*

[For information on conducting elections, see the BBB series.]

Voter-Approval Tax Rate

For purposes of Tax Code 26.08, the voter-approval tax rate of a district is the sum of the following:

1. The rate per $100 of taxable value that is equal to the district's maximum compressed tax rate for the current year;

2. The greater of:

   a. The district's enrichment tax rate for the preceding tax year, less any amount by which the district is required to reduce the district's enrichment tax rate under Education Code 48.202(f) in the current tax year; or

   b. The rate of $0.05 per $100 of taxable value; and

3. The district's current debt rate.

Tax Code 26.08(n)

Efficiency Audit

"Efficiency audit" means an investigation of the operations of a district to examine fiscal management, efficiency, and utilization of resources.

The board shall conduct an efficiency audit before seeking voter approval to adopt a tax rate for the maintenance and operations of the district at an election held for that purpose and may not hold an election without complying with this requirement.

The board may select the auditor that conducts the district's annual audit under Education Code 44.008 and may include the efficiency audit as part of the district's annual audit. [See CFC] A district must pay for the costs associated with an efficiency audit required under this provision. A district shall provide all documents, records, and personnel requested by the auditor as needed to conduct the audit in an efficient manner.

The board must select an auditor to conduct an efficiency audit not later than four months before the date on which the district proposes to hold an election to adopt a maintenance and operations tax rate. An auditor selected by the board must maintain independence from the district and complete the efficiency audit not later than three months after the date the auditor was selected.

Before an election at which a district seeks voter approval to adopt a tax rate, the board must hold an open meeting to discuss the results of the efficiency audit. Not later than 30 days before the date of the election, the results of an efficiency audit must be posted on the district's internet website.

Education Code 11.184

Legislative Budget Board Guidelines

The Legislative Budget Board (LBB) shall establish guidelines identifying the scope and areas of investigation of an efficiency audit, including identification of resources being used effectively and

efficiently and identification of cost savings or reallocations. The auditor selected by the board of a district must follow the guidelines established by the LBB under this provision. *Education Code 11.184(f)*

Efficiency Audit Guidelines[2] are found on the LBB website.

Disaster Exception

To Efficiency Audit Requirement

The board of a district all or part of which is located in an area declared a disaster area by the governor may hold an election to seek voter approval to adopt a maintenance and operations tax rate during the two-year period following the date of the declaration without conducting an efficiency audit otherwise required above. *Education Code 11.184(b-1)*

To Election Requirement

When increased expenditure of money by a district is necessary to respond to a disaster, including a tornado, hurricane, flood, wildfire, or other calamity, but not including a drought, epidemic, or pandemic, that has impacted a district and the governor has requested federal disaster assistance for the area in which the district is located, an election is not required under Tax Code 26.08 to approve the tax rate adopted by the board for the year following the year in which the disaster occurs. A tax rate adopted under this provision applies only in the year for which the rate is adopted. *Tax Code 26.042(e)*

If a district adopts a tax rate under Tax Code 26.042(e) above, the amount by which that rate exceeds the district's voter-approval tax rate for that tax year may not be considered when calculating the district's voter-approval tax rate for the tax year following the year in which the district adopts the rate.

A district that in a tax year elects to adopt a tax rate that exceeds the district’s voter-approval tax rate for that tax year without holding an election under Tax Code 26.042(e) above must specify the disaster declaration that provides the basis for authorizing the district to calculate or adopt a tax rate under that provision. A district that in a tax year specifies a disaster declaration as providing the basis for authorizing the district to adopt a tax rate under Tax Code 26.042(e) above may not in a subsequent tax year specify the same disaster declaration as providing the basis for authorizing the district to adopt a tax rate under that provision if in an intervening tax year the taxing unit specifies a different disaster declaration as the basis for authorizing the taxing unit to adopt a tax rate under that provision.

Tax Code 26.042(f)–(g)

Time for Election

The board shall order that the election be held in the district on the next uniform election date prescribed by Election Code 41.001 that

occurs after the date of the election order and that allows sufficient time to comply with the requirements of other law. *Tax Code 26.08(b)*

Uniform Election Date

For an election to be held on a uniform election date, the election shall be ordered not later than the 78th day before election day. *Election Code 3.005(c)* [See BBBA for other election procedures and requirements.]

Proposition

At the election, the ballots shall be prepared to permit voting for or against the proposition: "Ratifying the ad valorem tax rate of _____ (insert adopted tax rate) in (name of school district) for the current year, a rate that will result in an increase of _____ (insert percentage increase in maintenance and operations tax revenue under the adopted tax rate as compared to maintenance and operations tax revenue in the preceding tax year) percent in maintenance and operations tax revenue for the district for the current year as compared to the preceding year, which is an additional $_____ (insert dollar amount of increase in maintenance and operations tax revenue under the adopted tax rate as compared to maintenance and operations tax revenue in the preceding tax year).". *Tax Code 26.08(b)*

In addition to any other requirement imposed by law for a proposition, including a provision prescribing the proposition language, a proposition submitted to the voters for approval of the imposition or increase of a tax shall specifically state the amount of or maximum tax rate of the tax or tax increase for which approval is sought. *Election Code 52.072(e)(1)*

Each proposition on the ballot must identify the name of the authority ordering the election on the measure. *Election Code 52.095(c)*

Election Outcome

If a majority of the votes cast in an election favor the proposition, the tax rate for the current year is the rate that was adopted by the board. If the proposition is not approved, a board may not adopt a tax rate for the current year that exceeds the district's voter-approval tax rate. *Tax Code 26.08(c)–(d)*

---

[1] Truth-in-Taxation: Tax Rate Adoption: https://comptroller.texas.gov/taxes/property-tax/truth-in-taxation/index.php
[2] LBB Efficiency Audit Guidelines: https://www.lbb.state.tx.us/Documents/Publications/Policy_Report/6365_HB3_Efficiency_Audit_Guidelines.pdf

Authorized Expenditures

A district shall not lend its credit or gratuitously grant public money or things of value in aid of any individual, association, or corporation. *Tex. Const. Art. III, Sec. 52; Brazoria County v. Perry, 537 S.W.2d 89 (Tex. Civ. App.—Houston [1st Dist.] 1976, no writ)*

A district shall not grant any extra compensation, fee, or allowance to a public officer, agent, servant, or contractor after service has been rendered or a contract entered into and performed in whole or in part. Nor shall a district pay or authorize the payment of any claim against the district under any agreement or contract made without authority of law. *Tex. Const. Art. III, Sec. 53; Harlingen Indep. Sch. Dist. v. C.H. Page and Bro., 48 S.W.2d 983 (Comm. App. 1932)*

The public school funds may not be spent except as provided by Education Code 45.105. The state and county available funds may be used only for the payment of teachers' and superintendents' salaries and interest on money borrowed on short time to pay those salaries that become due before school funds for the current year become available. Loans for the purpose of payment of teachers may not be paid out of funds other than those for the current year.

Local funds from district taxes, tuition fees, other local sources, and state funds not designated for a specific purpose may be used for the purposes listed above for state and county available funds and for purchasing appliances and supplies; paying insurance premiums; paying janitors and other employees; buying school sites; buying, building, repairing, and renting school buildings, including acquiring school buildings and sites by leasing through annual payments with an ultimate option to purchase [see CHG]; and, except as provided below, for other purposes necessary in the conduct of the public schools as determined by the board.

Exception

Funds described above may not be used to initiate or maintain any action or proceeding against the state or an agency or officer of the state arising out of a decision, order, or determination that is final and unappealable under a provision of the Education Code, except that funds may be used for an action or proceeding that is specifically authorized by a provision of the Education Code or a rule adopted under the Education Code and that results in a final and unappealable decision, order, or determination.

Education Code 45.105(a)–(c), (c-1)

Fiscal Year

The fiscal year of a district begins on July 1 or September 1 of each year, as determined by the board. *Education Code 44.0011*

Budget Preparation

On or before the date set by the State Board of Education (SBOE), a superintendent shall prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of a district for the following fiscal year. The budget must be prepared according to generally accepted accounting principles, rules adopted by the SBOE, and adopted policies of the board of trustees. *Education Code 44.002; 19 TAC 109.1(a), .41, .5001*

Funds for Accelerated Instruction

A district that is required to provide accelerated instruction under Education Code 29.081(b-1) [see EHBC] shall separately budget sufficient funds, including funds under Education Code 48.104, for that purpose. *Education Code 29.081(b-2)*

Itemization of Certain Expenditures

The proposed budget of a district must include, in a manner allowing for as clear a comparison as practicable between those expenditures in the proposed budget and actual expenditures for the same purpose in the preceding year, a line item indicating expenditures for:

1. Notices required by law to be published in a newspaper by the district or a representative of the district; and
2. Directly or indirectly influencing or attempting to influence the outcome of legislation or administrative action, as those terms are defined in Government Code 305.002.

Local Gov't Code 140.0045

Public Meeting on Budget and Proposed Tax Rate

When the budget has been prepared, the board president shall call a board meeting for the purpose of adopting a budget for the succeeding fiscal year. Any taxpayer of a district may be present and participate in the meeting. *Education Code 44.004(a), (f)* [See CCG for provisions governing tax rate adoption.]

The meeting must comply with the notice requirements of the Open Meetings Act. *Gov't Code 551.041, .043* [See BE]

Published Notice

The board president shall provide for publication of notice of the budget and proposed tax rate meeting in accordance with Education Code 44.004. [For specific requirements regarding the form, contents, and publication of the notice, see CCG(LEGAL).]

Publication of Proposed Budget Summary

Concurrently with the publication of notice of the budget under Education Code 44.004, a district shall post a summary of the proposed budget on the school district's internet website or, if the district has no internet website, in the district's central administrative office.

The budget summary must include a comparison to the previous year's actual spending and information relating to per student and aggregate spending on:

1. Instruction;
2. Instructional support;
3. Central administration;
4. District operations;
5. Debt service; and
6. Any other category designated by the commissioner.

Education Code 44.0041

Budget Adoption

The board, at the meeting called for that purpose, shall adopt a budget to cover all expenditures for the succeeding fiscal year. The budget must be adopted before the adoption of the tax rate for the tax year in which the fiscal year covered by the budget begins. *Education Code 44.004(f)–(g)*

Appendix for Tax Rate Calculation Forms

The board shall include as an appendix to the district's budget for a fiscal year the tax rate calculation forms used by the designated officer or employee of the district to calculate the no-new-revenue tax rate and the voter-approval tax rate of the district for the tax year in which the fiscal year begins. *Tax Code 26.04(e-5)* [See CCG]

Districts with July 1 Fiscal Year

A district with a fiscal year beginning July 1 may use the certified estimate of the taxable value of district property [see CCG] in preparing the required notice if the district does not receive the certified appraisal roll on or before June 7. A district that uses a certified estimate may adopt a budget at the public meeting designated in the published notice prepared using the estimate, but the district may not adopt a tax rate before the district receives the certified appraisal roll for the district. *Education Code 44.004(h)–(i)*

Budget Adoption After Tax Rate Adoption

Notwithstanding Education Code 44.004(g), (h), and (i), above, a district may adopt a budget after the district adopts a tax rate for the tax year in which the fiscal year covered by the budget begins if the district elects to adopt a tax rate before receiving the certified appraisal roll for the district. If a district elects to adopt a tax rate before adopting a budget, the district must publish notice and hold a meeting for the purpose of discussing the proposed tax rate. Following adoption of the tax rate [see CCG], the district must publish notice and hold another public meeting before the district may adopt a budget. The comptroller shall prescribe the language and format to be used in the notices. The district may use the certified

estimate of taxable value in preparing a notice under this provision. *Education Code 44.004(j)*

Publication of Adopted Budget

On final approval of the budget by the board, the district shall post on the district's internet website a copy of the budget adopted by the board. The district's website must prominently display the electronic link to the adopted budget. A district shall maintain the adopted budget on the district's website until the third anniversary of the date the budget was adopted. *Education Code 44.0051*

On or before a date set by the SBOE, the budget must be filed with the Texas Education Agency according to rules established by the SBOE. *Education Code 44.005*

Internet Posting of Tax Rate and Budget Information

Each district shall maintain an internet website or have access to a generally accessible internet website that may be used for the purposes of these provisions. Each district shall post or cause to be posted on the internet website the following information in a format prescribed by the comptroller:

1. The name of each member of the board;
2. The mailing address, email address, and telephone number of the district;
3. The official contact information for each member of the board, if that information is different from the information described by item 2;
4. The district's budget for the preceding two years;
5. The district's proposed or adopted budget for the current year;
6. The change in the amount of the district's budget from the preceding year to the current year, by dollar amount and percentage;
7. The tax rate for maintenance and operations adopted by the district for the preceding two years;
8. The interest and sinking fund tax rate adopted by the district for the preceding two years;
9. The tax rate for maintenance and operations proposed by the district for the current year;
10. The interest and sinking fund tax rate proposed by the district for the current year; and
11. The most recent financial audit of the district.

Tax Code 26.18

Effect of Adopted Budget and Amendment

Public funds of the district may not be spent in any manner other than as provided for in the budget adopted by the board, but the board may amend a budget or adopt a supplementary emergency budget to cover necessary unforeseen expenses. Any amendment or supplementary budget must be prepared and filed in accordance with SBOE rules. *Education Code 44.006*

Spending Violation/Offense

A trustee who votes to approve any expenditure of school funds in violation of a provision of the Education Code, for a purpose for which those funds may not be spent, or in excess of the item or items appropriated in the adopted budget or a supplementary or amended budget commits an offense. *Education Code 44.052(c)*

Certain Donations

A district may donate funds or other property or service to the adjutant general's department, the Texas National Guard, or the Texas State Guard. *Gov't Code 437.111(b), .252, .304(a)*

Commitment of Current Revenue

A contract for the acquisition, including lease, of real or personal property is a commitment of a district's current revenue only, provided the contract contains either or both of the following provisions:

1. Retains to a board the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
2. Is conditioned on a best-efforts attempt by the board to obtain and appropriate funds for payment of the contract.

Local Gov't Code 271.903

Prohibited Uses of Resources

Improvements to Real Property

Except as provided below or by Education Code 45.109(a-1), (a-2), or (a-3) [see CX], the board may not enter into an agreement authorizing the use of school district employees, property, or resources for the provision of materials or labor for the design, construction, or renovation of improvements to real property not owned or leased by the district.

This provision does not prohibit the board from entering into an agreement for the design, construction, or renovation of improvements to real property not owned or leased by the district if the improvements benefit real property owned or leased by the district. Benefits to real property owned or leased by the district include the design, construction, or renovation of highways, roads, streets, sidewalks, crosswalks, utilities, and drainage improvements that serve or benefit the real property owned or leased by the district.

Education Code 11.168

Hotels	The board may not impose taxes; issue bonds; use or authorize the use of district employees; use or authorize the use of district property, money, or other resources; or acquire property for the design, construction, renovation, or operation of a hotel. The board may not enter into a lease, contract, or other agreement that obligates the board to engage in an activity prohibited by this provision or obligates the use of district employees or resources in a manner prohibited by this provision. "Hotel" means a building in which members of the public obtain sleeping accommodations for consideration. The term includes a motel. *Education Code 11.178*
Electioneering	For restrictions on using district funds for electioneering, see BBBD.

Fiscal Year

The District shall operate on a fiscal year beginning July 1 and ending June 30.

Budget Planning

Budget planning shall be an integral part of overall program planning so that the budget effectively reflects the District's programs and activities and provides the resources to implement them. In the budget planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered, as well as input from the District- and campus-level planning and decision-making committees. Budget planning and evaluation are continuous processes and shall be a part of each month's activities.

Budget Meeting

The annual public meeting to discuss the proposed budget and tax rate shall be conducted as follows:

1. The Board President shall request at the beginning of the meeting that all persons who desire to speak on the proposed budget and/or tax rate sign up on the sheet provided.
2. Prior to the beginning of the meeting, the Board may establish time limits for speakers.
3. Speakers shall confine their remarks to the appropriation of funds as contained in the proposed budget and/or the tax rate.
4. No officer or employee of the District shall be required to respond to questions from speakers at the meeting.

Authorized Expenditures

The adopted budget provides authority to expend funds for the purposes indicated and in accordance with state law, Board policy, and the District's approved purchasing procedures. The expenditure of funds shall be under the direction of the Superintendent or designee who shall ensure that funds are expended in accordance with the adopted budget.

Budget Amendments

The Board shall amend the budget when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

Fund Balance

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

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

- Nonspendable fund balance;

- Restricted fund balance;
- Committed fund balance;
- Assigned fund balance; and
- Unassigned fund balance.

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

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

Capitalization Threshold

The capitalization threshold for purposes of classifying capital assets shall be $5,000.

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

Pay Administration

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

Annualized Salary

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

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. The Superintendent or designee shall determine pay adjustments for individual employees, within the approved budget following established procedures.

Mid-Year Pay Increases

Contract Employees

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

Noncontract Employees

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

Pay During Closing

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

Premium Pay During Disasters	All employees who are required to work during an emergency closing for a disaster, as declared by a federal, state, or local official or the Board, shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent or designee shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

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 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.



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.



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
- Contingency Planning

Budget Implementation

- Recommended budget is in line with established assumptions and District priorities

Budget Monitoring

- Provide monthly 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

Supports 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



<table>
<tr><th>√</th><th>Due Dates</th><th>Activity/Process</th><th>Responsibility</th></tr>
<tr><td></td><td>January 9, 2023</td><td>Refer to Budget Development Manual – Section I
Campus Allocated Budget
• Establish Campus Base allotment: Check One ___ADA
√ Enrollment ___Membership
• Student allocation for High Schools, Middle Schools and Elementary Schools
<table><tr><th colspan="2">2022-2023 Allotment</th></tr><tr><td>HS - 001/002</td><td>= $ 90</td></tr><tr><td>006/007</td><td>= $ 90</td></tr><tr><td>005/011</td><td>= $ 140</td></tr><tr><td>MS -</td><td>= $ 75</td></tr><tr><td>ES -</td><td>= $ 60</td></tr></table><table><tr><th colspan="2">2023-2024 Allotment</th></tr><tr><td>HS - 001/002</td><td>= $ 90</td></tr><tr><td>006/007</td><td>= $ 90</td></tr><tr><td>005/011</td><td>= $ 140</td></tr><tr><td>MS -</td><td>= $ 75</td></tr><tr><td>ES -</td><td>= $ 60</td></tr></table></td><td>Business Office</td></tr>
<tr><td></td><td>January 9, 2023</td><td>Upload accounts for Grants 2xx, 3xx, 4xx
• Mass create from existing accounts to check for duplicates</td><td>Business Office</td></tr>
<tr><td></td><td>January 13, 2023</td><td>Refer to Budget Development Manual – Introduction
Email - Determine the following:
• Identify items Campuses will budget through allocated funds (A-00)
• Identify items Departments will budget through department budgets
(Due to Business Office 2/6/23)</td><td>Business Office</td></tr>
<tr><td></td><td>January 17, 2023</td><td>Review proposed budget calendar</td><td>Executive Leadership Team</td></tr>
<tr><td></td><td>January 18, 2023</td><td>Refer to Budget Development Manual – Sections IV (Required) and V (Optional) Budget Inclusions
Memos to Assistant Superintendents to request Budget Inclusions
Forms from directors, department heads and coordinators
(attach prior year budget inclusion forms)
(Due to Asst. Superintendents on 2/6/23)</td><td>Business Office</td></tr>
<tr><td></td><td>January 18, 2023</td><td>Route Preliminary Calendar to Accounting, Department of Technology, Employee Benefits, Human Resources, Payroll Department, State Comp and ELT</td><td>Business Office</td></tr>
</table>

√	Due Dates	Activity/Process	Responsibility
	January 18, 2023	***Refer to Budget Development Manual – Section I*** Memo – Special Populations Campus Allocations and Purchase Order Processing Instructions (Zero Based Budgeting Referenced) • 162 – Career & Technology (CTE) • 163 – Advanced Academics • 173 – Special Education • 193 – State Compensatory • 211 – Title I • 289 – Title IV ***(Due to Business Office 2/6/23)***	Business Office Respective Directors
	January 23, 2023	***Refer to Budget Development Manual – Section III*** E-mail Accounting to begin District Account Coding updates ***(Due to Business Office 3/1/23)***	Business Office Accounting
	January 23, 2023	District Staffing Data to TASB to prepare the following: • Market Value Comparison • Pay Structure Shift • Salary Cost Estimate ***Business Office to prepare worksheet for staff projections- for budget year 23-24 only, complete 2/17/23*** ***(Due from TASB 4/3/23)***	Human Resources Business Office
	January 20, 2023	Replacement Schedule e-mail: ***Quotes must be submitted*** • Dept of Athletics (183) • Dept of Fine Arts (184) • Dept of FMO (199-P) • Technology • Police Department ***(Due to Business Office 2/13/23)***	Departments
	January 24, 2023	E-mail Department of Technology to create New Year Prior to staff planning- Create Budget Version (Business Office)	Business Office Department of Technology
	January 31, 2023	Preliminary State Property Values (1-31-xx)	State Comptroller's Office
	February 3, 2023	Sent out "Save-the-Date" to register for (04/3/23 – Budget Development Training) TEAMS	Business Office

√	Due Dates	Activity/Process	Responsibility
	February 6, 2023	***Refer to Budget Development Manual – Section IV (Required)*** ***Refer to Budget Development Manual – Section V (Optional)*** ***(Due to Assistant Superintendents)*** ***(Due to Business Office 2/13/23)***	Asst. Superintendents: Business Operations District Operations Human Resources Instructional Services
	February 6, 2023	***Budget Development Manual – Section I*** Special Populations Campus Allocations and Purchase Order Processing Instructions: • 162 – Career & Technology (CTE) • 163 – Advanced Academics • 173 – Special Education • 193 – State Compensatory • 211 – Title I • 289 – Title IV ***(Due to Business Office)***	Respective Directors
	February 6, 2023	• Identify items Campuses will budget through allocated funds (A00) • Identify items Departments will budget through department budgets ***(Due to Business Office)***	Department Directors
	February 6, 2023	1st Budget Workshop – 2022-2023 Budget updates and staffing updates	Asst. Superintendents: Business Operations Human Resources
	February 7, 2023	Send out Calendar invite for 2/22/23 at 10:00 am. (TEAMS) Discussion of Self-Funded Rates: • 753 Health • 771 TEC • 772 Worker's Comp	Director of Employee Benefits Director of Payroll Department Chief Financial Officer Asst. Superintendent for Business Operations
	February 7, 2023	• Discuss ID Cost for Food Service-Fund 101 For 2023-2024 rate stays the same 8.27%	Chief Financial Officer Executive Director of Food Service/Purchasing
	February 7, 2023	***Refer to Budget Development Manual – Section II*** E-mail Payroll Department to begin Salary Information updates ***(Due to Business Office 3/1/23)***	Business Office Payroll Department
	February 7, 2023	Discussion of Early Exit Incentive Program	Human Resources Executive Leadership Team

√	Due Dates	Activity/Process	Responsibility
	February 7, 2023	Memo - Utility Projections with a due date/meeting (TEAMS) on 4/6/23 at 2:00 p.m. for: • Electricity • Water • Natural Gas Memo - Utility Projections with a due date/meeting (TEAMS) on 4/6/23 at 3:00 p.m. for: • Telephone • E-rate	Chief Financial Officer Facilities, Maintenance & Operations Asst. Superintendent for District Operations Chief Financial Officer Department of Technology Asst. Superintendent for District Operations
	February 13, 2023	Replacement Schedules with Quotes: • Dept of Athletics (183) • Dept of Fine Arts (184) • Dept FMO (199-P) • DOT • Police Department ***(Due to Business Office)***	Departments
	February 13, 2023	***Budget Development Manual – Section IV (Required)*** ***Section V (Optional)*** ***(6429)*** ***(Due to Business Office)***	Asst. Superintendents: Business Operations District Operations Human Resources Instructional Services
	February 13, 2023	Extracurricular Funding Guidelines e-mail: • Advanced Academics • Athletics • Bilingual • CTE • Instructional Services • Fine Arts • Secondary Science • Social Studies • UIL Academics ***(Due to Business Office 2/28/23)***	Respective Directors & Coordinators
	February 14, 2023	Evaluate Grant Funded Positions	Grant Managers Executive Leadership Team
	February 14, 2023	Final calendar for 2023-2024 budget	Executive Leadership Team
	February 16, 2023	Route Calendar to Accounting, Department of Technology, Employee Benefits, Human Resources, Payroll Department, State Comp and ELT	Business Office

√	Due Dates	Activity/Process	Responsibility
	February 21, 2023	Discuss staffing and salary projections for 2023-2024	Human Resources Executive Leadership Team
	February 22, 2023	Discussion of Self-Funded Rates meeting (TEAMS) at 10:00 a.m. • 753 Health • 771 TEC • 772 Worker's Comp	Director of Employee Benefits Director of Payroll Department Chief Financial Officer
	February 24, 2023	***Refer to Budget Development Manual – Section I*** Enrollment based on the PEIMS Fall Re-submission 01/19/xx (based on FY 22-23) vs Campus enrollments counts 2/23/23 • Fall Campus Counts PEIMS Re-Submission 01/19/xx(based on FY 22-23) • PDM1-120-009 TSDS PEIMS Disaggregation of PEIMS Student Data • Snapshot Counts and Program Enrollments • Most Current Enrollment Counts Department of Technology	Business Office
	February 28, 2023	Extracurricular Funding Guidelines • Advanced Academics • Athletics • Bilingual • CTE • Instructional Services • Fine Arts • Secondary Science • Social Studies • UIL Academics ***(Due to Business Office)***	Respective Directors & Coordinators
	March 1, 2023	***Budget Development Manual – Section II*** Salary Information completed Copy of PR Fringe Benefit Required Inclusion Sheet to Department of Technology, Human Resources and Employee Benefits ***(Due to Business Office)***	Payroll Department
	March 1, 2023	***Budget Development Manual – Section III*** District Account Coding completed ***(Due to Business Office)***	Accounting Department

√	Due Dates	Activity/Process	Responsibility
	March 3, 2023	Send Calendar Invite to staff for 04/3/23 – Budget Development Training on TEAMS • Training Memo • Budget Development Manual • PowerPoint Presentation	Business Office
	March 6, 2023	2nd Budget Workshop – Budget Update Human Resource Update Benefits Enrollment Landscape	Asst. Superintendents: Business Operations Human Resources Director Strategic Partner/Student Outreach
	March 8, 2023	Budget training for Principals at Professional Learning Community Meeting PowerPoint Presentation (15 minutes)	Chief Financial Officer PLC Meeting Asst. Superintendent for Business Operations
	March 10, 2023	Staff Study Review by Program Directors – Finalize	Human Resources
	March 21, 2023	Finalize Staffing	Human Resources Executive Leadership Team
	March 27, 2023	Post Budget Development Manual, PowerPoint and Fringe Benefits Template to Business Services website	Business Office
	March 28, 2023	Email Memo – Department Benchmarks ***(Due to Business Office 4/18/23)***	Business Office
	March 28, 2023	Email Memo – State and Local Program Benchmarks for the following funds: • 1xx – Special Populations with a 2% P/R Increase • 713 – RD/GS • 752 – RD/GS • 101 – ID Cost Notation ***(Due to Business Office 4/18/23)***	Business Office
	March 28, 2023	Review of I&S Tax Rate	Chief Financial Officer Asst. Superintendent for Business Operations
	March 31, 2023	Position Budgeting: • 0 % roll • With current table rates (Funds 753,771,772)	Human Resources Department of Technology Employee Benefits Payroll Department

√	Due Dates	Activity/Process	Responsibility
	March 31, 2023	Review Organization 701 Review Position Budget 611* Salaries Review Position Budget 614* Fringe Benefits	Employee Benefits Human Resources Payroll Department
	April 3, 2023	Budget Training – **Virtual** One General Session Secondary = HS & MS 1:30 p.m. to 3:00 p.m. Elementary/Safe & Secure 2xx to 4xx Grants 101-195 & Print Shop 7xx/8xx Departments	Business Office
	April 3, 2023	Start inputting 2023-2024 budget ***(Due to Business Office 4/18/23)***	District-Wide
	April 3, 2023	Staff Study Report from TASB • Market Value Comparison • Pay Structure Shift • Salary Cost Estimate	Human Resources
	April 3, 2023	Position Budgeting: • With revised tables rates (Funds 753,771,772) • Addition/deletion of staff positions • Pay raise scenarios	Human Resources Department of Technology Payroll Department
	April 3, 2023	3rd Budget Workshop – Moak Casey Presentation Legislative Update	Asst. Superintendent for Business Operations
	April 5, 2023	**Board Agenda Titles for May:** "Approval of Setting Public Meeting Date for Budget and Vote on Proposed Tax Rate" Vote on Public Meeting Date for Budget Vote on Proposed Tax Rate that will be published in the newspaper as "Notice of Public Meeting to Discuss Budget and Proposed Tax Rate" ***(Notice must be published no later than 10 days or earlier than 30 days before the public meeting)***	Chief Financial Officer
	April 6, 2023	Meeting with Facilities Maintenance and Operations at 2:00 p.m. to 3:00 p.m. on TEAMS regarding: • Electricity • Water • Natural Gas	Chief Financial Officer Executive Director Facilities, Maintenance & Operations Asst. Superintendent for District Operations

√	Due Dates	Activity/Process	Responsibility
	April 6, 2023	Meeting with Department of Technology at 3:00 p.m. to 4:00 p.m. on TEAMS regarding: • Telephone • E-Rate	Chief Financial Officer Executive Director Department of Technology Asst. Superintendent for District Operations
	April 6, 2023	Review Proposed Budget Reports and Pie Charts	Business Office Department of Technology
	April 6, 2023	Setup conference call for 4/25/23 with the Hidalgo County Appraisal District to review preliminary property values, if necessary	Chief Financial Officer
	April 6, 2023	Submission of new revenue and expense keys and access requests	Budget Managers
	April 11, 2023	Executive Leadership Team discuss and approve the Budget Benchmark increases and the One Time Projects (1P)	Executive Leadership Team
	April 12, 2023	Update One Time Projects (1P) and Budget Benchmark worksheets	Business Office
	April 13, 2023	Updated Budget Benchmark memos for those with benchmark increases and One Time Projects (1P) ***(Due to Business Office 4/24/23)***	Business Office
	April 18, 2023	Input of all budgets completed (Funds 1xx/7xx): • Campus Budgets • Department Budgets • State and Local Program Budgets ***(Due to Business Office)***	District-Wide
	April 18, 2023	Input of budgets completed Federal Program Budgets (Funds 2xx, 3xx, 4xx) with a 2% P/R Increase ***(Due to Business Office)***	Business Office
	April 18, 2023 Through April 25, 2023	Budget Submission and Account Number reviews: • Funds 101-197, 599 = GS • Fund 199 – Revenues = RD/JB/GS • Fund 199-Axx, 7xx = RD • Fund 199 Dept, 5xx, 6xx = JB • Funds 2xx, 3xx, 4xx = JB Review Fringe Benefits: 614x	Business Office
	April 21, 2023	State Compensatory Education: • Definition of SCE • Accelerated Instruction Budget – Sub-Object (A*) • Explanation of how funds will be expended	Director of Federal Programs

√	Due Dates	Activity/Process	Responsibility
	April 24, 2023	Deadline to enter budgets for those with updated Budget Benchmark Memos ***(Due to Business Office)***	Business Office
	April 25, 2023	Conference call with the Hidalgo County Appraisal District to review preliminary property values	Hidalgo County Appraisal District Chief Financial Officer Asst. Superintendent for Business Operations
	April 25, 2023	Final input of all budgets Roll End User Entry into Preliminary Budget Begin Executive Summary	District-Wide Department of Technology Business Office
	April 26, 2023	Organizational Section of Annual Budget Book reviewed and finalized	Business Office
	April 26, 2023	Roll Position Budgeting into Preliminary Budget	Human Resources Department of Technology Business Office
	April 30, 2023	Preliminary Certified Property Tax Values Report (CCG Legal) Date Set by Law • Board Presentation May 8, 2023	Hidalgo County Appraisal District
	May 2, 2023	Tax estimate for revenue projections	Chief Financial Officer
	May 2, 2023	Remove budget access – Except Business Office Staff	Business Office
	May 2, 2023	Planning Calendar to the Hidalgo County Tax Office	Chief Financial Officer
	May 8, 2023	All funds balanced	Business Office
	May 8, 2023	Schedules to Hidalgo County Tax Office based on Preliminary Certified Property Values and internal analysis. • Debt Schedule • Effective Tax Rate (need to maintain) • Public Notice	Chief Financial Officer
	May 9, 2023	**Board Agenda Items for May:** Approval of Setting Public Meeting Date on Budget and Vote on Proposed Tax Rate • Vote on public meeting date for budget • Vote on proposed tax rate that will be published in the newspaper as "Notice of Public Meeting to Discuss Budget and Proposed Tax Rate" 480	Board of Trustees Chief Financial Officer

√	Due Dates	Activity/Process	Responsibility
	May 15, 2023	Human Resources Documents for insertion in Budget Book ***(Due to Business Office)***	Human Resources
	May 22, 2023	5th Budget Workshop – 2022-2023 Budget update, Discussion of 2023-2024 Budget, Property Lag, Human Resources-Stipends, Staffing Guidelines and Substitute Rates	Asst. Superintendents: Business Operations District Operations Human Resources Instructional Services Associate Superintendent: Instructional Leadership
	May 24, 2023	**Board Agenda Titles for June:** "Approval of the McAllen Independent School District Budget for Fiscal Year Beginning July 1, 2023, and Ending June 30, 2024" A. Approval of Accelerated Instruction Funds Budget Approval of the District Budgets	Chief Financial Officer
	May 26, 2023	Business Office/County Tax Office submits notice to The Monitor for: "Notice of Public Meeting to Discuss Budget and Proposed Tax Rate" ***Notice to be published by Wednesday May 31, 2023 (no later than 6/2/20xx)*** ***(Notice must be published no later than 10 days or earlier than 30 days before the public meeting) – 6/12/23 (no later than 6/2/23)*** *MISD Web Posting on Home Page:* • Proposed Budget Summary Report for McAllen ISD • Do not include Special Tax Verbiage	Hidalgo County Tax Office Chief Financial Officer
	May 31, 2023	Last Day of Regular Legislative Session – Date Set By Law	State Legislature-In odd years
	May 31, 2023	Get copy of "Notice of Public Meeting to Discuss Budget and Proposed Tax Rate" from local newspaper	Business Office
	June 5, 2023	6th Budget Workshop – Human Resource Update, Department Budgets, Budget updates and Annual Budget Book	Asst. Superintendent: Business Operations

√	Due Dates	Activity/Process	Responsibility
	June 7, 2023	**Board Agenda Items for June:** **A. Public Meeting to Discuss 2023-2024 Budget and Proposed Tax Rate** • Prepare PowerPoint Presentation • No Board Agenda Cover Sheet is prepared **B. Approval and Adoption of the 2023-2024 Proposed Budget:** • CE Legal/SB622 compare notices required by law (6491) Board Meeting Items must appear in the order indicated as follows: 1. Approval of Accelerated Instruction Budget 2023-2024 2. Approval of the District Budget 2023-2024 Must be by Record Vote (Verbal Individual Vote @ 60% or 5 "Ayes") (Budget must be approved by Law No Later than 6/30/xx)	Board of Trustees Chief Financial Officer
	June 7, 2023	Prepare Region 12 Template of Proposed Budget	Business Office
	June 7, 2023	Begin PowerPoints for Public Meeting – 12 Copies • 2023-2024 Budget • 2023 Proposed Tax Rate	Business Office
	June 7, 2023	Final budget must be prepared by June 12, 20xx	Chief Financial Officer
	June 8, 2023	Change PDF file: Title page and footnotes to "Annual Budget" and change charts from "Proposed Budget" to "Adopted Budget"	Business Office
	June 9, 2023	Prepare Region 12 Template of Adopted Budget	Business Office
	June 12, 2023	Board Meeting- Approval of 2023-2024 Budget	Business Office
	June 13, 2023	Post Region 12 Template of Adopted Budget	Business Office
	June 13, 2023	User defaults to new fiscal year on July 1 by Department of Technology Submit work order to Department of Technology	Department of Technology
	June 13, 2023	• Preliminary Budget rolled to Original Budget/GL • Confirm General Ledger Budget	Department of Technology Business Office
	June 13, 2023	Annual Budget Book posted on Financial Transparency Link and Business Services	Business Office

√	Due Dates	Activity/Process	Responsibility
		CONTINUED INTO NEW YEAR	
	July 17, 2023	Submit Annual Budget Book to Association of School Business Officials International (ASBO)	Business Office
	July 18, 2023	Affidavit & Invoice from The Monitor for Public Meeting Notice for 2023-2024 Budget (requisition)	Business Office
	July 18, 2023	Forward project listing of 1P's and 66xx to Purchasing for next year planning purposes	Business Office
	July 26, 2023	Planning Calendar to the Hidalgo County Tax Office • Approval of 2023 School Tax rate on August 21, 2023	Chief Financial Officer
	July 26, 2023	Certified Local Property Tax Values - Date Set by Law	Hidalgo County Appraisal District
	July 26, 2023	Certified State Property Values – Date Set by Law	State Comptroller's Office
	July 27, 2023	**Board Agenda Title for August:** "Approval and Adoption of the Resolution for the 2023 School Tax Rate" **Possible:** Public Meeting: "Approval of Setting Public Meeting Date and Vote on Proposed 2023 School Tax Rate" (10-30 days)	Hidalgo County Appraisal District Board of Trustees Chief Financial Officer
	August 4, 2023	Schedules to Hidalgo County Tax Office based on Certified Property Values • Debt Schedule • Effective Tax Rate (need to maintain) • Public Notice	Chief Financial Officer
	August 8, 2023	**Possible:** County Tax Office submits 2nd notice based on Certified Property Values to The Monitor for: "Notice of Public Meeting to discuss Proposed 2023 School Tax Rate" (10-30 days)	Hidalgo County Tax Office

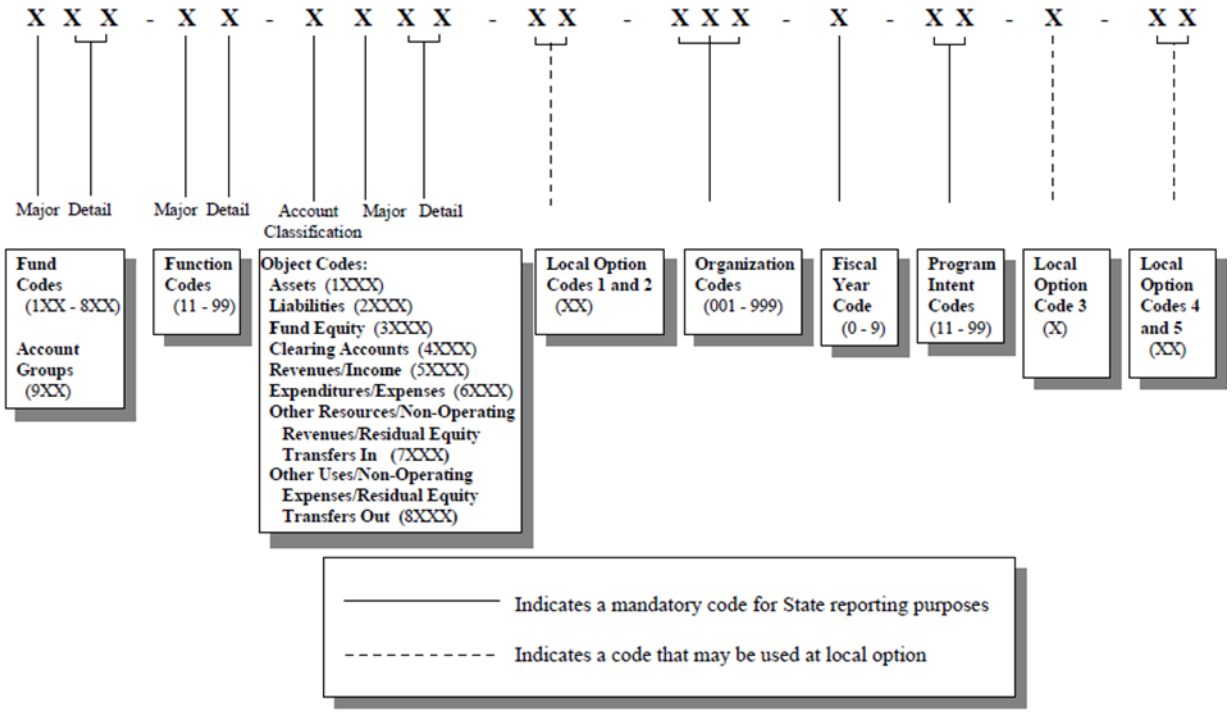
√	Due Dates	Activity/Process	Responsibility
	August 21, 2023	Approval and Adoption of the Resolution for the 2023 School Tax Rate: • Include special tax verbiage in Larger Typeset and Sample Home Value, if applicable, on Resolution • Tax Rate must be adopted by September 29 or 60 days after Certified Roll, whichever date is later • Approve separately not as part of Consent Agenda Must be by Record Vote (Verbal Individual Vote @ 60% or 5 "Ayes")	Chief Financial Officer
		Possible: Public Hearing for Proposed 2023 School Tax Rate	
	August 22, 2023	• McAllen ISD Web Posting of Adopted Budget - Updated for Tax Rate Verbiage (Post for three (3) years) • Tax Rate Resolution - Send Resolution to Hidalgo County Tax Office, Hidalgo County Appraisal District, and Delinquent Tax Attorney/PVS • Tax Rate History (Post on Web Site)	Business Office Community Information Business Office Business Office

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



Fund

A mandatory 3 digit code is to be used for all financial transactions to identify the fund group and specific fund. The first digit refers to the fund group, and the second and third digit specifies 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. The applicable fund types and titles can be found on page 127.

Function

A mandatory 2 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 4 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.

FUND CODES

	CODE	FUND DESCRIPTION	CODE	FUND DESCRIPTION	
		GENERAL FUND		**SPECIAL REVENUE FUNDS**	
	101	FOOD SERVICE		**(FEDERALLY FUNDED SSA) 290-379**	
	103	FOOD SERVICE FFV	315	SSA-IDEA-PART B, DISCRETIONARY (DEAF)	
	123	PAYROLL CLEARING	340	SSA-IDEA, PART C, EARLY INTERVENTION (DEAF)	
	124	ACCOUNTS PAYABLE CLEARING		**SPECIAL REVENUE FUNDS**	
	125	CREDIT CARD CLEARING		**(STATE PROGRAMS) 380-429**	
	126	CASH MANAGEMENT CLEARING	397	ADVANCED PLACEMENT/INTERNATIONAL BACCALAUREATE INCENTIVE PROGRAM	
	153	HIGH SCHOOL ALLOTMENT (FOUNDATION SCHOOL FUND)	410	INSTRUCTIONAL MATERIALS FUND	
	155	COLLEGE CAREER MILITARY READINESS	427	STATE FUNDED SPECIAL REVENUE FUNDS	
	156	EARLY EDUCATION ALLOTMENT		427(M)- TAMU-WBL PROJECT	
	157	DYSLEXIA	428	STATE FUNDED SPECIAL REVENUE FUNDS	
	158	SCHOOL SAFETY ALLOTMENT		428(0)-ACHIEVEMENT ACADEMY TEACHER STIPENDS	
	162	CAREER AND TECHNICAL EDUCATION (FOUNDATION SCHOOL FUND)		428(F)- SPECIAL EDUCATION FISCAL SUPPORT ROUND 2	
	163	ADVANCED LEARNERS / G&T (FOUNDATION SCHOOL FUND)	429	STATE FUNDED SPECIAL REVENUE FUNDS	
	164	BILINGUAL / ESL (FOUNDATION SCHOOL FUND)		429(Z)-SPAT-SILENT PANIC ALERT	*R*
	173	SPECIAL EDUCATION (FOUNDATION SCHOOL FUND)		429(1XX-0)-READY TO READ	
	183	ATHLETICS		429(801-0)-LAW ENFORCEMENT OFFICER STANDARDS AND EDUCATION	
	184	FINE ARTS		429(J)-DYSLEXIA GRANT	*R*
	193	STATE COMPENSATORY (FOUNDATION SCHOOL FUND)		429(M)-TEACHER TRAINING REIMBURSEMENT	
	194	CORONAVIRUS RELIEF FUND- CARES ACT		**SHARED SERVICE ARRANGEMENTS**	
	195	ADVERTISING	435	REGIONAL DAY SCHOOL FOR THE DEAF	
	197	MAINTENANCE TAX NOTES		**SPECIAL REVENUE FUNDS**	
	199	GENERAL FUND		**(LOCAL PROGRAMS) 461-499**	
		SPECIAL REVENUE FUNDS	498	LOCALLY FUNDED SPECIAL REVENUE	
		(FEDERAL PROGRAMS) 200-289		498(M)-UNITED WAY GRANT	
	211	ESEA TITLE I, PART A-IMPROVING BASIC PROGRAMS		498(Z)- NO KID HUNGRY GRANT	
	212	ESEA TITLE I, PART C-EDUCATION OF MIGRATORY CHILDREN	499	LOCALLY FUNDED SPECIAL REVENUE	
	224	IDEA-PART B, FORMULA		499(Z)- CHEMISTRY GRANT	
	225	IDEA-PART B, PRESCHOOL		**DEBT SERVICE FUND**	
	244	CAREER AND TECHNICAL - BASIC GRANT	599	DEBT SERVICE FUND	
	255	ESEA TITLE II, PART A-TEACHER AND PRINCIPAL TRAINING AND RECRUITING		**CAPITAL PROJECT FUNDS**	
	266	CARES ESSER	619	MISD-MTN 2020	
	263	TITLE III, PART A-ENGLISH LANGUAGE ACQUISITION & LANGUAGE ENHANCEMENT	620	MTN 2020	
	272	MEDICAID ADM CLAIMING PROGRAM	697	UTRGV COLLEGIATE ACADEMY	*R*
	274	GEAR UP	698	CAPITAL PROJECTS FUND	
	276	INSTRUCTIONAL CONTINUITY		**ENTERPRISE FUNDS (PROPRIETARY)**	
	277	CORONAVIRUS RELIEF FUND- CARES ACT	713	PROJECT SAFE AND SECURE	
R	279	TCLAS-ESSER III	716	PRE-K	
	282	ESSER III		**INTERNAL SERVICE FUNDS**	
	287	FEDERALLY FUNDED SPECIAL REVENUE FUNDS	753	HEALTH INSURANCE	
		287(0)-PROJECT RISE	771	TEXAS EMPLOYMENT COMMISSION	
		287(Z)-DEPARTMENT OF JUSTICE EQUITABLE SHARING FUNDS	772	WORKER'S COMPENSATION	
		287(F)-OPERATION CONNECTIVITY		**PRIVATE PURPOSE TRUST FUNDS**	
	288	FEDERALLY FUNDED SPECIAL REVENUE FUNDS	829	SCHOLARSHIPS- PRIVATE PUROSE	
		288(0)-LEP SUMMER SCHOOL		**PENSION AND OTHER EMPLOYEE BENEFIT TRUST FUNDS**	
		288(Z)-STOP SCHOOL VIOLENCE-FAMILY TREATMENT PROGRAM	859	457 ACCOUNTS PENSION / OTHER EMPLOYEE BENEFIT TRUST	
	289	FEDERALLY FUNDED SPECIAL REVENUE FUNDS			
		289(0/A)-TITLE IV, PART A, SUB PART 1			
R		289 (H)-COVID-19 PUBLIC HEALTH (NURSE'S GRANT)			
		289(Z)-EMERGENCY CONNECTIVITY FUND			

R=Revised

Financial Section



Introduction

The Financial Section provides specific fiscal information regarding the various funds of the District. By law, the Board of Trustees must approve annual budgets for the *General Fund* (which includes Food Service Fund) and *Debt Service Fund.* The General Fund and Debt Service Fund are included in this section. The District has administratively opted to officially adopt the *Capital Projects Fund. Special Revenue Funds* and *Proprietary Funds* are also included for informational purposes only.

The Financial Section begins with the Two-Year Revenue Comparison by Object Code - General, Debt Service and Capital Projects Funds financial schedule. A summary of major funds are provided in the form of charts and graphs comparing the 2023-2024 Adopted Budget to the 2022-2023 Original Budget. An 8-year data summary is included for the Summary All Funds Forecast, which include the General Fund, Debt Service Fund and Capital Projects Fund. The General Fund, Debt Service Fund and Capital Projects Fund also have individual 8-year data summaries. The remaining Financial Section provides the reader with specific information for all District funds.

Special Revenue Funds are governmental funds used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. These funds utilize the modified accrual basis of accounting.

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.



Revenue and Expenditure Assumptions and Trends

The budget data provided in the McAllen ISD Annual Budget Book for 2023-2024 reflects the allocation of revenues, fund balance and appropriations to support the educational programs and services defined by the District's mission, vision, goals and strategic intent. The following presentation of budget data represents key priorities and decisions used to improve the quality of information provided about the District's financial plan.

The 2023-2024 Adopted budget revenue and fund balance contribution decreased by $16,115,147 compared to the 2022-2023 original budget.

- 5700 - Local Program Revenues are higher compared to last year due to an interlocal agreement with the University of Texas – Rio Grande Valley for the UTRGV Collegiate Academy. The Hidalgo County Appraisal District reviews and assesses property values based on the local real estate market within the District's geographical taxing jurisdiction. Preliminary property values increased 6.99%, this increase was offset by a decrease in the total tax rate from $1.0964 to $1.0011. The M&O tax rate will decrease from $1.0206 to $0.9338 as a result of House Bill 3 (HB3) tax compression and the I&S tax rate will decrease from $0.0758 to $0.0673 for a total tax rate decrease of $0.0953. The tax collections are based on 96% of the estimated tax levy calculated on historical trend analysis. Interest revenues are higher due to current market conditions.

- 5800 - State Program Revenues for the General Fund are higher compared to last year due an increase in TRS On-behalf. There is a decrease in State Funding due to a decrease in ADA based on trend analysis. The Basic Allotment weight will remain the same at $6,160 and the Guaranteed Yield will increase from $98.56 in 2022-2023 to $126.21 in 2023-2024. The Per Capita rate will decrease from 629.518 to 400.00.

- 5900 – Federal Program Revenues are lower compared to last year due to the expiration of pandemic-era waivers and flexibilities for Food Service. The temporary increase in reimbursement rates included in the Keep Kids Fed Act are set to expire on June 30, 2023. This change coupled with the decreases in average daily attendance have negatively impacted the child nutrition program revenue projections. SHARS prior year settle-up increased due to an increase in reimbursement claims.

- 7900 - Other Resources are lower due to the one-time operating transfer in from the General Fund to the Capital Projects Fund for the UTRGV Collegiate Academy in 2022-2023.

- Fund Balance - Fund 194 ESSER II – Local and Capital Projects Fund will budget through fund balance as one-time projects are being carry-forward from 2022-2023. Fund 199 General Fund will use a one-time transfer from Assigned Fund Balance to cover 2023-2024 budgetary needs.

The 2023-2024 adopted budget appropriations decreased by $1,221,336 compared to the 2022-2023 original budget.

- 6100 – Payroll Cost increased due to the one-time payroll expense reclasses from Fund 199 General Fund to Fund 282 ESSER III as allowed by the grant. This is for the Operating Transfer Out to the Capital Projects Fund for the UTRGV Collegiate Academy in the amount of $12.5m and an additional transfer in the amount of $6.4m to maintain the General Fund.

  Payroll will remain at 2022-2023 budgetary levels due to the uncertainties of the 88th Legislative Session. The District reserves the right to make necessary compensation adjustments during the 2023-2024 school year to ensure compliance with House and Senate Bills passed during the 88th Legislative Session. Upon approval and final revisions, the compensation adjustments will be implemented for the 2023-2024 school year.

  The Health Fund, Workers Compensation Fund and Unemployment Fund are self-funded funds. The employer health contribution rate will remain at $5,828.40 for 2023-2024. The employer contribution of Workers Compensation for 2023-2024 was reduced from a rate of 0.001541 to a rate of 0.000771 with the exception for Food Service, Maintenance, Police and Transportation which was reduced from a rate of 0.013525 to a rate of 0.006763. For the third year, the District has elected to fund the employer contribution of unemployment compensation for 2023-2024 at a rate of $2.60 per employee per month.

  Post employment benefits, including retiree health insurance, dental, vision, etc., are available to employees on a voluntary basis but are paid entirely by the employee for the durations allowed by law or policy. The District has no accrued obligation for post-employment benefits.

- 6200 - Professional and Contracted Services increased due to an increase in Contracted Maintenance and Repairs cost as a result of the Toshiba Copier Lease Service contract and an increase in telephone due to a decrease in E-Rate which results in higher telephone utility expenditure.

- 6300 - Supplies and Materials expenses are lower due to the District taking a conservative spending approach resulting from decreases in enrollment and state funding. This also includes an increase in food due to nationwide food supply disruptions and inflation which results in increased food cost.

- 6400 - Other Operating Costs increased due to an increase in District insurance rates for 2023-2024 and an increase in Miscellaneous Operating Cost for bank monthly service fees which is offset by interest earned through Earned Credit Rating.

- 6500 - Debt Services decreased due the decrease in technology refreshes.

- 6600 – Capital Outlay is based on funding availability. For 2023-2024, capital outlay is budgeted for in Fund 194 ESSER II Local as one-time carry-forward projects and in the Capital Projects Funds due to the issuance of the Maintenance Tax Notes Series 2020 to address our Facilities Education Master Plan (FEMP) and the UTRGV Collegiate Academy. Capital outlay projects include outstanding projects from 2022-2023 and are expected to be completed in 2023-2024. Outstanding projects for Fund 194 ESSER II - Local for Athletics includes practice field at McAllen High School and natatorium improvements at Rowe High School; Instructional

Services projects include student learning at Quinta Mazatlán and IMAS; Fine Arts projects include black boxes for high schools; Network Operating Center for the Department of Technology; HVAC replacements and kitchen upgrades District-wide for Facilities Maintenance and Operations. Outstanding projects for the Capital Projects Fund include paving at McAllen High School, Wilson Elementary and Transportation Department; drainage projects at Milam Elementary, Seguin Elementary and Garza Elementary; intercom replacement at Travis Middle School; and restroom partitions at McAllen High School. Other projects include the UTRGV Collegiate Academy. For listing of projects please refer to page 133.

- 8900 – Other Uses decreased due to the one-time operating transfer in from the General Fund to the Capital Projects Fund for the UTRGV Collegiate Academy in 2022-2023.



2023-2024
CAPITAL OUTLAY PROJECTS

Projects for 2023-2024	Original Budget	Fund Code	Fund Source	Life Span	Replacement Schedule/ FEMP	Additional Cost on an Annual Basis	Cost Savings on an Annual Basis
Athletics Department							
McHi Practice Field	40,568	194	General	N/A	N/A	N/A	N/A
Natatorium Rowe HS	700,000	194	General	N/A	N/A	N/A	N/A
Instructional Services							
Quinta Mazatlan	3,040,831	194	General	N/A	N/A	N/A	N/A
IMAS	1,814,999	194	General	N/A	N/A	N/A	N/A
UTRGV Collegiate Academy	11,000,000	697	UTRGV Collegiate Academy	N/A	N/A	N/A	N/A
Fine Arts Department							
Quaver Music Curriculum Software-18 Elementaries	24,525	184	General	N/A	N/A	N/A	N/A
Fine Arts Black Boxes District Wide	11,029,570	194	General	N/A	N/A	N/A	N/A
Department of Technology							
Network Operating Center	775,000	194	General	6	TAP	0.00	N/A
Facilities Maintenance & Operations							
HVAC Replacment of Aging Systems Y3	1,085,094	194	General	N/A	N/A	N/A	N/A
School Kitchens Upgrades	1,512,517	194	General	N/A	N/A	N/A	N/A
3 Elementary Schools - Drainage (D2)	122,028	620	MTN-2020	N/A	FEMP	N/A	N/A
1 High School - Paving (P6)	397,081	620	MTN-2020	20	FEMP	N/A	N/A
1 Elementary School - Paving (P6)	74,436	620	MTN-2020	20	FEMP	N/A	N/A
Transportation Department - Paving (P6)	388,250	620	MTN-2020	20	FEMP	N/A	N/A
1 Middle School - Intercom Replacement (P4)	247,463	620	MTN-2020	15	FEMP	N/A	N/A
1 High School - Restroom Partitions (P9)	13,073	620	MTN-2020	20	FEMP	N/A	N/A
Grand Total	**$ 32,265,435**						

FEMP - Facilities Education Master Plan
MTN - Maintenance Tax Notes
TAP - Technology Action Plan

MCALLEN INDEPENDENT SCHOOL DISTRICT
Summary All Funds Forecast
General, Debt Service and Capital Projects Funds
2019-2020 to 2026-2027

	Audited FY 2020	Audited FY 2021	Audited FY 2022	Estimated Actuals FY 2023	Adopted FY 2024	Projected FY 2025	Projected FY 2026	Projected FY 2027
Beginning Fund Balance	**$ 99,811,139**	**$ 129,933,681**	**$ 133,489,026**	**$ 168,031,868**	**$ 138,470,728**	**$ 112,728,937**	**$ 112,728,937**	**$ 112,728,937**
Revenues								
5700 Local	90,922,451	91,043,877	104,243,366	103,515,916	111,698,623	103,428,717	106,373,895	109,405,360
5800 State	136,594,271	139,160,283	124,119,714	121,340,053	123,867,410	121,195,177	111,324,542	107,856,618
5900 Federal	19,052,998	22,818,861	27,226,999	26,302,700	23,679,760	23,679,760	23,679,760	23,679,760
7900 Other Sources	39,535,967	53,571,420	1,895,316	4,633,499				
Total Revenues	**$ 286,105,687**	**$ 306,594,441**	**$ 257,485,394**	**$ 255,792,168**	**$ 259,245,793**	**$ 248,303,654**	**$ 241,378,197**	**$ 240,941,738**
Expenditures								
6100 Payroll Cost	183,627,545	191,441,043	151,041,787	186,851,882	202,930,239	198,785,244	191,854,387	191,416,928
6200 Prof & Contracted Services	13,913,755	12,537,499	13,712,339	13,170,515	12,950,157	12,950,157	12,950,157	12,950,157
6300 Supplies & Materials	24,700,038	25,899,436	21,137,322	21,222,472	19,285,772	19,285,772	19,285,772	19,285,772
6400 Other Operating Costs	4,129,113	3,507,857	4,904,600	6,356,995	6,344,495	6,344,495	6,344,495	6,344,495
6500 Debt Service	10,037,232	12,355,511	12,364,372	9,729,175	11,211,486	10,937,986	10,943,386	10,944,386
6600 Capital Outlay	14,417,113	10,357,594	18,204,734	40,661,438	32,265,435	-	-	-
8900 Other Uses	5,158,348	46,940,157	1,577,399	7,360,831	-	-	-	-
Total Expenditures	**$ 255,983,144**	**$ 303,039,097**	**$ 222,942,553**	**$ 285,353,308**	**$ 284,987,584**	**$ 248,303,654**	**$ 241,378,197**	**$ 240,941,738**
Net Income / (Loss)	30,122,542	3,555,345	34,542,841	(29,561,140)	(25,741,791)	-	-	-
Ending Fund Balance	**$ 129,933,681**	**$ 133,489,026**	**$ 168,031,868**	**$ 138,470,728**	**$ 112,728,937**	**$ 112,728,937**	**$ 112,728,937**	**$ 112,728,937**

MCALLEN INDEPENDENT SCHOOL DISTRICT
Two Year Budget Comparison of General, Debt Service, and Capital Projects Funds

REVENUES

		Adopted Budget 2023-2024 07/01/2023	Original Budget 2022-2023 07/01/2022	Difference
LOCAL PROGRAM REVENUES				
5711	TAXES-CURRENT YEAR LEVY	91,768,419	89,430,804	2,337,615
5712	TAXES-PRIOR YEARS	2,483,317	2,146,623	336,694
5700	OTHER	17,446,887	4,090,363	13,356,524
		$ 111,698,623	$ 95,667,790	$ 16,030,833
STATE PROGRAM REVENUES				
5800	STATE PROGRAM REVENUES	123,867,410	122,747,887	1,119,523
FEDERAL PROGRAM REVENUES				
5900	FEDERAL PROGRAM REVENUES	23,679,760	24,168,809	(489,049)
OTHER RESOURCES				
7900	OTHER RESOURCES	-	12,500,000	(12,500,000)
	Sub-Total Revenue and Other Sources	$ 259,245,793	$ 255,084,486	$ 4,161,307
FUND BALANCE CONTRIBUTIONS				
194	ESSER II - LOCAL	20,200,958	36,882,064	(16,681,106)
199	GENERAL FUND	4,298,502	-	4,298,502
599	DEBT SERVICE FUND	-	-	-
619	MISD MTN-2020	-	151,676	(151,676)
620	MTN-2020	1,242,331	8,305,202	(7,062,871)
697	UTRGV COLLEGIATE ACADEMY	-	-	-
698	MISD CAPITAL PROJECTS	-	679,303	(679,303)
	Sub-Total Contributions	25,741,791	46,018,245	(20,276,454)
	Grand Total	$ 284,987,584	$ 301,102,731	$ (16,115,147)

APPROPRIATIONS

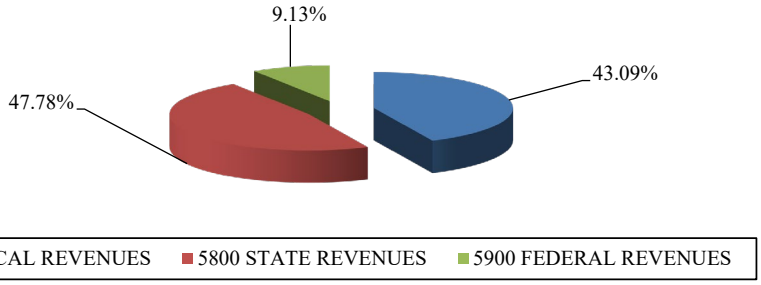
		Adopted Budget 2023-2024 07/01/2023	Original Budget 2022-2023 07/01/2022	Difference
6100	PAYROLL COSTS	202,930,239	180,423,905	22,506,334
6200	PROFESSIONAL & CONTRACTED	12,950,157	12,220,930	729,227
6300	SUPPLIES & MATERIALS	19,285,772	20,210,736	(924,964)
6400	OTHER OPERATIING COSTS	6,344,495	5,968,259	376,236
6500	DEBT SERVICE	11,211,486	13,078,294	(1,866,808)
6600	CAPITAL OUTLAY	32,265,435	55,479,271	(23,213,836)
	Total Expenditures	284,987,584	287,381,395	(2,393,811)
8900	OTHER USES	-	12,500,000	(12,500,000)
	Grand Total	$ 284,987,584	$ 299,881,395	$ (14,893,811)
Excess/(Deficiency)		$ -	$ *1,221,336	$ *(1,221,336)

* For Food Service Fund 101

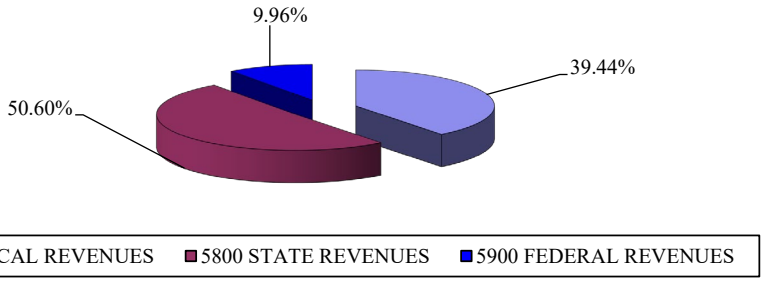
MCALLEN INDEPENDENT SCHOOL DISTRICT
Two Year Budget Comparison of Revenues by Object Code
General, Debt Service and Capital Projects Funds
2023-2024 ADA - 18,181.00 2022-2023 ADA 19,030.00

Revenue Code	Description	Percent of Total	Adopted Budget 2023-2024 07/01/2023	Revenues Per ADA	Percent of Total	Original Budget 2022-2023 07/01/2022	Revenues Per ADA
5700	LOCAL REVENUES	43.09%	$ 111,698,623	$ 6,144	39.44%	$ 95,667,790	$ 5,027
5800	STATE REVENUES	47.78%	123,867,410	6,813	50.60%	122,747,887	6,450
5900	FEDERAL REVENUES	9.13%	23,679,760	1,302	9.96%	24,168,809	1,270
	Total	100.00%	$ 259,245,793	$ 14,259	100.00%	$ 242,584,486	$ 12,747
7900	OTHER RESOURCES		-	-		12,500,000	657
	FUND BALANCE CONTRIBUTIONS						
	194 ESSER II - LOCAL		20,200,958	1,111		36,882,064	1,938
	199 GENERAL FUND		4,298,502	236		-	-
	599 DEBT SERVICE FUND		-	-		-	-
	619 MISD MTN-2020		-	-		151,676	8
	620 MTN-2020		1,242,331	68		8,305,202	436
	697 UTRGV COLLEGIATE ACADEMY		-	-		-	-
	698 MISD CAPITAL PROJECTS		-	-		679,303	36
	Grand Total		$ 284,987,584	$ 15,674		$ 301,102,731	$ 15,822

2023-2024
ESTIMATED REVENUES COMPARISON BY SOURCE



2022-2023
ESTIMATED REVENUES COMPARISON BY SOURCE



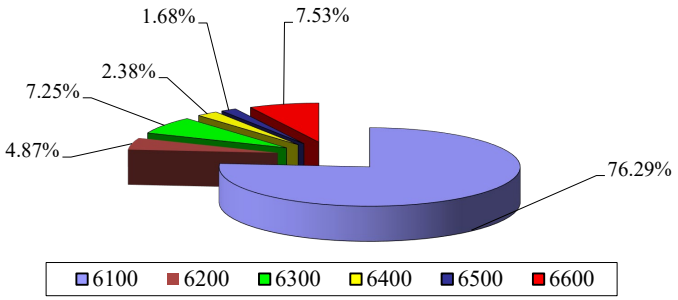
MCALLEN INDEPENDENT SCHOOL DISTRICT
Appropriations
Budget Summary-General, Debt Service, and Capital Projects Funds

		Adopted Budget 2023-2024 07/01/2023	Original Budget 2022-2023 07/01/2022	Difference
GENERAL FUND				
101	FOOD SERVICE	$ 20,248,515	$ 19,375,000	$ 873,515
155	COLLEGE CAREER MILITARY READIN	872,829	935,906	(63,077)
156	EARLY EDUCATION ALLOTMENT	3,473,262	3,399,985	73,277
157	DYSLEXIA	1,160,973	1,025,517	135,456
158	SCHOOL SAFETY ALLOTMENT	186,560	188,753	(2,193)
162	CAREER TECHNICAL ED	8,160,539	7,902,349	258,190
163	ADV LEARNERS/G&T	405,903	414,119	(8,216)
164	BILINGUAL/ESL	2,484,378	2,420,039	64,339
173	SPECIAL EDUCATION	19,786,283	17,636,396	2,149,887
183	ATHLETICS	6,575,375	6,382,369	193,006
184	FINE ARTS	2,473,740	2,313,392	160,348
193	STATE COMPENSATORY	13,448,788	14,038,047	(589,259)
194	ESSER II - LOCAL	20,204,662	36,882,550	(16,677,888)
195	ADVERTISING	47,300	47,300	-
197	MAINTENANCE TAX NOTES	3,919,640	3,921,396	(1,756)
199	GENERAL FUND	162,562,506	141,048,896	21,513,610
		$ 266,011,253	$ 257,932,014	$ 8,079,239
DEBT SERVICE FUND				
599	DEBT SERVICE FUND	$ 6,734,000	$ 6,813,200	$ (79,200)
		$ 6,734,000	$ 6,813,200	$ (79,200)
CAPITAL PROJECTS FUND				
619	MISD MTN-2020	$ -	$ 151,676	$ (151,676)
620	MTN-2020	1,242,331	8,305,202	(7,062,871)
697	MISD COLLEGIATE ACADEMY	11,000,000	12,500,000	(1,500,000)
698	UTRGV CAPITAL PROJECTS	-	1,679,303	(1,679,303)
		$ 12,242,331	$ 22,636,181	$ (10,393,850)
	Sub-Total All Funds	$ 284,987,584	$ 287,381,395	$ (2,393,811)
	Other Uses 8xxx	$ -	12,500,000	(12,500,000)
	Total All Funds	$ 284,987,584	$ 299,881,395	$ (14,893,811)

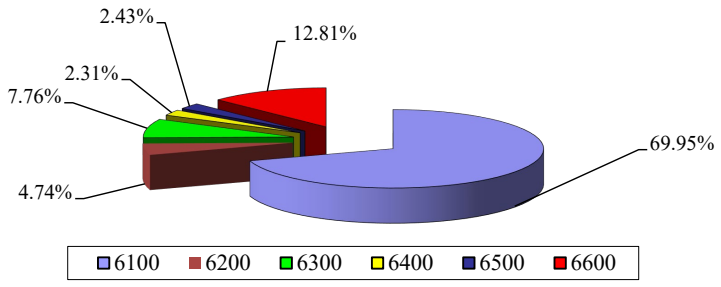
MCALLEN INDEPENDENT SCHOOL DISTRICT
Two Year Budget Comparison of Appropriations by Object Code
General, Debt Service and Capital Projects Funds

Object Code	Description	Percent of Total	Adopted Budget 2023-2024 07/01/2023	Percent of Total	Original Budget 2022-2023 07/01/2022
GENERAL FUND					
6100	PAYROLL COSTS	76.29%	$ 202,930,239	69.95%	$ 180,423,905
6200	PROF & CONTRACTED SERVICES	4.87%	12,950,157	4.74%	12,220,930
6300	SUPPLIES & MATERIALS	7.25%	19,285,772	7.76%	20,024,736
6400	OTHER OPERATING COSTS	2.38%	6,344,495	2.31%	5,968,259
6500	DEBT SERVICE	1.68%	4,477,486	2.43%	6,265,094
6600	CAPITAL OUTLAY	7.53%	20,023,104	12.81%	33,029,090
	Total	100.00%	$ 266,011,253	100.00%	$ 257,932,014
DEBT SERVICE FUND					
599	DEBT SERVICE FUND		6,734,000		6,813,200
CAPITAL PROJECTS FUNDS					
619	MISD MTN-2020		-		151,676
620	MTN-2020		1,242,331		8,305,202
697	UTRGV COLLEGIATE ACADEMY		11,000,000		12,500,000
698	MISD CAPITAL PROJECTS		-		1,679,303
OTHER USES 8xxx			-		12,500,000
	Grand Total		$ 284,987,584		$ 299,881,395
Payroll Costs - Percent of Total less					
	*Non-Monetary On-Behalf	*80.97%		*80.49%	
	*Fund ESSER II-LOCAL Fund Balance				

2023-2024
APPROPRIATIONS COMPARISON BY OBJECT



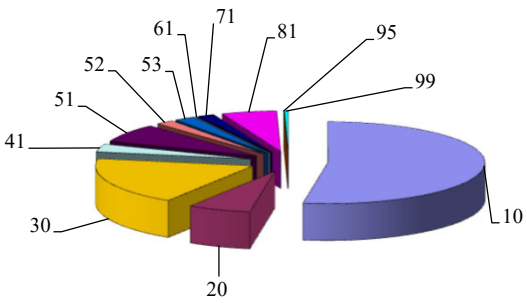
2022-2023
APPROPRIATIONS COMPARISON BY OBJECT



MCALLEN INDEPENDENT SCHOOL DISTRICT
Two Year Budget Comparison of Appropriations by Function
General, Debt Service and Capital Projects Funds

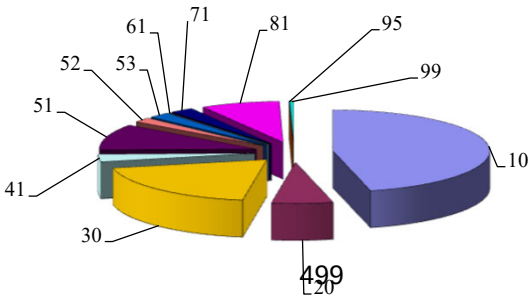
Function Code	Description	Percent of Total	Adopted Budget 2023-2024 07/01/2023	Percent of Total	Original Budget 2022-2023 7/1/2022
GENERAL FUND					
10	INSTRUCTIONAL & INSTRUCTIONAL RELATED SERVICES	52.54%	$ 139,759,279	46.31%	$ 119,454,835
20	INSTRUCTIONAL & SCHOOL LEADERSHIP	6.47%	17,205,626	6.32%	16,311,077
30	SUPPORT SERVICES-STUDENT (PUPIL)	18.81%	50,027,383	19.27%	49,718,333
41	ADMINISTRATIVE SUPPORT SERVICES	3.10%	8,239,431	3.01%	7,751,869
51	PLANT MAINTENANCE & OPERATIONS	7.28%	19,371,239	10.33%	26,638,858
52	SECURITY & MONITORING SERVICES	1.82%	4,848,855	1.86%	4,787,045
53	DATA PROCESSING SERVICES	2.16%	5,738,354	1.89%	4,866,183
61	COMMUNITY SERVICES	0.04%	112,825	0.04%	110,373
71	DEBT SERVICE	1.68%	4,477,486	2.43%	6,265,094
81	FAC ACQ AND CONSTRUCTION	5.69%	15,142,749	8.15%	21,022,428
95	PAYMENT TO JUVENILE JUSTICE	0.02%	40,000	0.02%	40,000
99	OTHER INTERGOV. CHARGES	0.39%	1,048,026	0.37%	965,919
	Total	100.00%	$ 266,011,253	100.00%	$ 257,932,014
DEBT SERVICES					
	599 DEBT SERVICE FUND		6,734,000		6,813,200
CAPITAL PROJECTS					
	619 MISD MTN-2020		-		151,676
	620 MTN-2020		1,242,331		8,305,202
	697 UTRGV COLLEGIATE ACADEMY		11,000,000		12,500,000.00
	698 MISD CAPITAL PROJECTS		-		1,679,303
OTHER USES 8xxx			-		12,500,000
	Grand Total		$ 284,987,584		$ 299,881,395

2023-2024
APPROPRIATIONS BY FUNCTION



10	52.54%
20	6.47%
30	18.81%
41	3.10%
51	7.28%
52	1.82%
53	2.16%
61	0.04%
71	1.68%
81	5.69%
95	0.02%
99	0.39%
Total:	100.00%

2022-2023
APPROPRIATIONS BY FUNCTION



10	46.31%
20	6.32%
30	19.27%
41	3.01%
51	10.33%
52	1.86%
53	1.89%
61	0.04%
71	2.43%
81	8.15%
95	0.02%
99	0.37%
Total:	100.00%

MCALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations by Function
Two Year Budget Comparison of General, Debt Service and Capital Projects Funds

		Adopted Budget 2023-2024 07/01/2023	Original Budget 2022-2023 07/01/2022	Difference	2023-2024 % of Total Appropriations
11	INSTRUCTION	$ 131,841,014	$ 111,529,775	$ 20,311,239	46.26%
12	INSTRUCTIONAL RES & MEDIA SERV	3,542,411	3,439,107	103,304	1.24%
13	CURR DEV & INSTRUCTIONAL DEV	4,375,854	4,485,953	(110,099)	1.55%
21	INSTRUCTIONAL LEADERSHIP	3,680,515	3,232,831	447,684	1.29%
23	SCHOOL LEADERSHIP	13,525,111	13,078,246	446,865	4.75%
31	COUNSEL AND EVALUATION	10,227,481	9,892,119	335,362	3.59%
32	SOCIAL WORK SERVICES	2,243,964	1,938,730	305,234	0.79%
33	HEALTH SERVICES	2,996,732	3,011,681	(14,949)	1.05%
34	STUDENT TRANSPORTATION	4,230,015	4,394,173	(164,158)	1.48%
35	FOOD SERVICES	20,250,856	19,375,000	875,856	7.11%
36	EXTRACURRICULAR ACTIVITIES	10,078,335	11,106,630	(1,028,295)	3.54%
41	GENERAL ADMINISTRATION	8,239,431	7,751,869	487,562	2.89%
51	FACILITIES MAINT & OPERATIONS	19,618,702	26,994,858	(7,376,156)	6.88%
52	SECURITY AND MONITORING SERV	4,848,855	4,787,045	61,810	1.70%
53	DATA PROCESSING SERVICES	5,738,354	4,866,183	872,171	2.01%
61	COMMUNITY SERVICES	112,825	110,373	2,452	0.04%
71	DEBT SERVICE	11,211,486	13,078,294	(1,866,808)	3.93%
81	FACILITIES ACQ & CONSTRUCTION	27,137,617	43,302,609	(16,164,992)	9.52%
95	PYMTS TO JUVENILE JUSTICE	40,000	40,000	-	0.01%
99	OTHER INTERGOVT CHARGES	1,048,026	965,919	82,107	0.37%
	Sub-Total	$ 284,987,584	$ 287,381,395	$ (2,393,811)	100.00%
	Other Uses 8xxx	-	12,500,000	(12,500,000)	0.00%
	Total Appropriations	$ 284,987,584	$ 299,881,395	$ (14,893,811)	100.00%

MCALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations by Function
General Fund, Debt Service and Capital Projects Funds
2023-2024

		General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
INSTRUCTION	*11*				
6100	PAYROLL COSTS	$ 121,098,567	$ -	$ -	$ 121,098,567
6200	PROFESSIONAL & CONTRACTED	1,874,387	-	-	1,874,387
6300	SUPPLIES & MATERIALS	3,730,338	-	-	3,730,338
6400	OTHER OPERATIING COSTS	281,892	-	-	281,892
6600	CAPITAL OUTLAY	4,855,830	-	-	4,855,830
		131,841,014	-	-	131,841,014
INSTRUCTIONAL RES & MEDIA SERV	*12*				
6100	PAYROLL COSTS	3,111,704	-	-	3,111,704
6200	PROFESSIONAL & CONTRACTED	99,618	-	-	99,618
6300	SUPPLIES & MATERIALS	321,383	-	-	321,383
6400	OTHER OPERATIING COSTS	9,706	-	-	9,706
		3,542,411	-	-	3,542,411
CURR DEV & INSTRUCTIONAL DEV	*13*				
6100	PAYROLL COSTS	3,307,954	-	-	3,307,954
6200	PROFESSIONAL & CONTRACTED	515,787	-	-	515,787
6300	SUPPLIES & MATERIALS	181,087	-	-	181,087
6400	OTHER OPERATIING COSTS	371,026	-	-	371,026
6600	CAPITAL OUTLAY	-	-	-	-
		4,375,854	-	-	4,375,854
INSTRUCTIONAL LEADERSHIP	*21*				
6100	PAYROLL COSTS	2,647,991	-	-	2,647,991
6200	PROFESSIONAL & CONTRACTED	175,692	-	-	175,692
6300	SUPPLIES & MATERIALS	773,319	-	-	773,319
6400	OTHER OPERATIING COSTS	83,513	-	-	83,513
6600	CAPITAL OUTLAY	-	-	-	-
		3,680,515	-	-	3,680,515
SCHOOL LEADERSHIP	*23*				
6100	PAYROLL COSTS	12,893,104	-	-	12,893,104
6200	PROFESSIONAL & CONTRACTED	171,553	-	-	171,553
6300	SUPPLIES & MATERIALS	266,817	-	-	266,817
6400	OTHER OPERATIING COSTS	193,637	-	-	193,637
6600	CAPITAL OUTLAY	-	-	-	-
		13,525,111	-	-	13,525,111
COUNSEL AND EVALUATION	*31*				
6100	PAYROLL COSTS	9,465,408	-	-	9,465,408
6200	PROFESSIONAL & CONTRACTED	112,179	-	-	112,179
6300	SUPPLIES & MATERIALS	533,866	-	-	533,866
6400	OTHER OPERATIING COSTS	116,028	-	-	116,028
6600	CAPITAL OUTLAY	-	-	-	-
		10,227,481	-	-	10,227,481
SOCIAL WORK SERVICES	*32*				
6100	PAYROLL COSTS	2,172,404	-	-	2,172,404
6200	PROFESSIONAL & CONTRACTED	40,469	-	-	40,469
6300	SUPPLIES & MATERIALS	19,410	-	-	19,410

MCALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations by Function
General Fund, Debt Service and Capital Projects Funds
2023-2024

		General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
SOCIAL WORK SERVICES	*32*				
6400 OTHER OPERATIING COSTS		11,681	-	-	11,681
		2,243,964	-	-	2,243,964
HEALTH SERVICES	*33*				
6100 PAYROLL COSTS		2,937,599	-	-	2,937,599
6200 PROFESSIONAL & CONTRACTED		13,718	-	-	13,718
6300 SUPPLIES & MATERIALS		42,815	-	-	42,815
6400 OTHER OPERATIING COSTS		2,600	-	-	2,600
		2,996,732	-	-	2,996,732
STUDENT TRANSPORTATION	*34*				
6100 PAYROLL COSTS		3,919,062	-	-	3,919,062
6200 PROFESSIONAL & CONTRACTED		116,241	-	-	116,241
6300 SUPPLIES & MATERIALS		665,500	-	-	665,500
6400 OTHER OPERATIING COSTS		(470,788)	-	-	(470,788)
6600 CAPITAL OUTLAY		-	-	-	-
		4,230,015	-	-	4,230,015
FOOD SERVICES	*35*				
6100 PAYROLL COSTS		9,954,046	-	-	9,954,046
6200 PROFESSIONAL & CONTRACTED		257,625	-	-	257,625
6300 SUPPLIES & MATERIALS		9,941,604	-	-	9,941,604
6400 OTHER OPERATIING COSTS		97,581	-	-	97,581
6600 CAPITAL OUTLAY		-	-	-	-
		20,250,856	-	-	20,250,856
EXTRACURRICULAR ACTIVITIES	*36*				
6100 PAYROLL COSTS		6,270,801	-	-	6,270,801
6200 PROFESSIONAL & CONTRACTED		656,942	-	-	656,942
6300 SUPPLIES & MATERIALS		258,263	-	-	258,263
6400 OTHER OPERATIING COSTS		2,867,804	-	-	2,867,804
6600 CAPITAL OUTLAY		24,525	-	-	24,525
		10,078,335	-	-	10,078,335
GENERAL ADMINISTRATION	*41*				
6100 PAYROLL COSTS		6,185,044	-	-	6,185,044
6200 PROFESSIONAL & CONTRACTED		869,528	-	-	869,528
6300 SUPPLIES & MATERIALS		253,901	-	-	253,901
6400 OTHER OPERATIING COSTS		930,958	-	-	930,958
6600 CAPITAL OUTLAY		-	-	-	-
		8,239,431	-	-	8,239,431
FACILITIES MAINT & OPERATIONS	*51*				
6100 PAYROLL COSTS		10,961,495	-	-	10,961,495
6200 PROFESSIONAL & CONTRACTED		5,499,789	-	-	5,499,789
6300 SUPPLIES & MATERIALS		1,237,886	-	-	1,237,886
6400 OTHER OPERATIING COSTS		1,672,069	-	-	1,672,069
6600 CAPITAL OUTLAY		-	-	247,463	247,463
		19,371,239	-	247,463	19,618,702

MCALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations by Function
General Fund, Debt Service and Capital Projects Funds
2023-2024

		General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
SECURITY AND MONITORING SERV	*52*				
6100	PAYROLL COSTS	4,392,651	-	-	4,392,651
6200	PROFESSIONAL & CONTRACTED	217,036	-	-	217,036
6300	SUPPLIES & MATERIALS	197,368	-	-	197,368
6400	OTHER OPERATIING COSTS	41,800	-	-	41,800
6600	CAPITAL OUTLAY	-	-	-	-
		4,848,855	-	-	4,848,855
DATA PROCESSING SERVICES	*53*				
6100	PAYROLL COSTS	3,537,264	-	-	3,537,264
6200	PROFESSIONAL & CONTRACTED	1,204,487	-	-	1,204,487
6300	SUPPLIES & MATERIALS	862,215	-	-	862,215
6400	OTHER OPERATIING COSTS	134,388	-	-	134,388
6600	CAPITAL OUTLAY	-	-	-	-
		5,738,354	-	-	5,738,354
COMMUNITY SERVICES	*61*				
6100	PAYROLL COSTS	75,145	-	-	75,145
6200	PROFESSIONAL & CONTRACTED	37,080	-	-	37,080
6300	SUPPLIES & MATERIALS	-	-	-	-
6400	OTHER OPERATIING COSTS	600	-	-	600
		112,825	-	-	112,825
DEBT SERVICE	*71*				
6500	DEBT SERVICE	4,477,486	6,734,000	-	11,211,486
		4,477,486	6,734,000	-	11,211,486
FACILITIES ACQ & CONSTRUCTION	*81*				
6200	PROFESSIONAL & CONTRACTED	-	-	-	-
6300	SUPPLIES & MATERIALS	-	-	-	-
6600	CAPITAL OUTLAY	15,142,749	-	11,994,868	27,137,617
		15,142,749	-	11,994,868	27,137,617
PYMTS TO JUVENILE JUSTICE	*95*				
6200	PROFESSIONAL & CONTRACTED	40,000	-	-	40,000
		40,000	-	-	40,000
OTHER INTERGOVT CHARGES	*99*				
6200	PROFESSIONAL & CONTRACTED	1,048,026	-	-	1,048,026
6400	OTHER OPERATIING COSTS	-	-	-	-
		1,048,026	-	-	1,048,026
Total Estimated Appropriations		$ 266,011,253	$ 6,734,000	$ 12,242,331	$ 284,987,584
Total Other Uses		-	-	-	-
Total Appropriations & Other Uses		$ 266,011,253	$ 6,734,000	$ 12,242,331	$ 284,987,584

MCALLEN INDEPENDENT SCHOOL DISTRICT
Budget Summary
General, Debt Service and Capital Projects Funds
2023-2024

		General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
5700	LOCAL REVENUES	$ 94,103,224	$ 6,595,399	$ 11,000,000	$ 111,698,623
5800	STATE REVENUES	123,728,809	138,601	-	123,867,410
5900	FEDERAL REVENUES	23,679,760	-	-	23,679,760
7900	OTHER RESOURCES	-	-	-	-
FUND BALANCE CONTRIBUTIONS:					
	199 GENERAL FUND	4,298,502	-	-	4,298,502
	194 ESSER II - LOCAL	20,200,958	-	-	20,200,958
	599 DEBT SERVICE FUND	-	-	-	-
	619 MISD MTN-2020	-	-	-	-
	620 MTN-2020	-	-	1,242,331	1,242,331
	697 UTRGV COLLEGIATE ACADEMY	-	-	-	-
	698 MISD CAPITAL PROJECTS	-	-	-	-
	Total Revenues and Fund Balance	$ 266,011,253	$ 6,734,000	$ 12,242,331	$ 284,987,584

		General Fund	Debt Service Fund	Capital Projects Funds	Total All Funds
11	INSTRUCTION	$ 131,841,014	$ -	$ -	$ 131,841,014
12	INSTRUCTIONAL RES & MEDIA SERV	3,542,411	-	-	3,542,411
13	CURR DEV & INSTRUCTIONAL DEV	4,375,854	-	-	4,375,854
21	INSTRUCTIONAL LEADERSHIP	3,680,515	-	-	3,680,515
23	SCHOOL LEADERSHIP	13,525,111	-	-	13,525,111
31	GUIDANCE COUNSELING AND EVAL	10,227,481	-	-	10,227,481
32	SOCIAL WORK SERVICES	2,243,964	-	-	2,243,964
33	HEALTH SERVICES	2,996,732	-	-	2,996,732
34	STUDENT TRANSPORTATION	4,230,015	-	-	4,230,015
35	FOOD SERVICES	20,250,856	-	-	20,250,856
36	EXTRACURRICULAR ACTIVITIES	10,078,335	-	-	10,078,335
41	GENERAL ADMINISTRATION	8,239,431	-	-	8,239,431
51	FACILITIES MAINT & OPERATIONS	19,371,239	-	247,463	19,618,702
52	SECURITY AND MONITORING SERV	4,848,855	-	-	4,848,855
53	DATA PROCESSING SERVICES	5,738,354	-	-	5,738,354
61	COMMUNITY SERVICES	112,825	-	-	112,825
71	DEBT SERVICE	4,477,486	6,734,000	-	11,211,486
81	FACILITIES ACQ & CONSTRUCTION	15,142,749	-	11,994,868	27,137,617
95	PYMTS TO JUVENILE JUSTICE	40,000	-	-	40,000
99	OTHER INTERGOVT CHARGES	1,048,026	-	-	1,048,026
8900	OTHER USES	-	-	-	-
	Total Appropriations	$ 266,011,253	$ 6,734,000	$ 12,242,331	$ 284,987,584

State Compensatory Education Program

The goal of the State Compensatory Education Program (SCE) is to provide funding to reduce disparity in performance on assessment instruments or disparity in the rates of high school completion between at-risk and economically disadvantaged students in comparison to all other students. The purpose of the SCE program is to increase academic achievement and reduce the dropout rate for these students by providing supplemental programs and services. Under Section 29.081 of the Texas Education Code (TEC), compensatory education is defined in law as programs and/or services designed to supplement the regular education program for students identified as at risk of dropping out of school.

The following is a list of instructional programs and services that are in place and have been designed to close the achievement gap of at-risk and economically disadvantaged students and reduce the drop-out rate.

- At-Risk Assistants at Elementary, Middle, and High School level to support students in the content areas
- Sci-Tech Lab Assistants to support science curriculum (Elementary);
- Sci-Tech Teachers to support science curriculum (Middle Schools);
- Graduation Specialists (grades 6-12) to reduce the drop-out rate and increase the graduation rate for economically disadvantaged and at-risk students;
- Credit Recovery Programs in place at five high schools: McAllen H.S., Memorial H.S., Rowe H.S., Lamar Academy, and Achieve Early College H.S. to provide students with the opportunity to regain credits and graduate with their cohort (in four-year span);
- Extended Day/Week Instruction provided to students (after school, Saturdays, summer programs)
- Lamar Academy Evening Study Center provides students opportunities to attend class in the evening to acquire/regain credit towards graduation around a non-traditional schedule;
- Accelerated Instruction is provided to at-risk and economically disadvantaged students during the Summer School program to close achievement gaps;
- Math and Literacy Interventionists from K-5 provide small group instruction to at-risk and economically disadvantaged students who are not performing at grade-level
- Classroom Size Reduction (CSR) teachers are also provided at the secondary level to support the at-risk and economically disadvantaged student
- Social Work Program is in place to support PK3-12 students with their educational and social-emotional needs

The District funds many other supplemental programs through the State Compensatory Program to support in closing the achievement gap and drop-out rate.

McALLEN INDEPENDENT SCHOOL DISTRICT

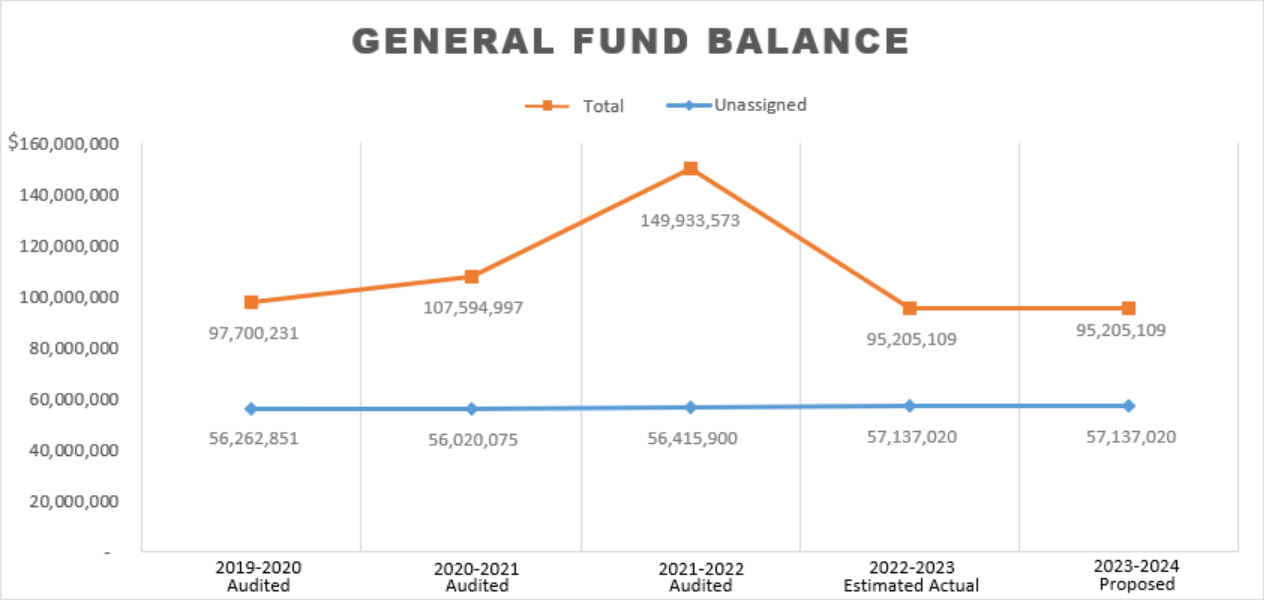
Appropriations by Function
Accelerated Instruction Funds
2023-2024

	State Compensatory Fund
11 - INSTRUCTION	$ 64,785
12 - INSTRUCTIONAL RES & MEDIA SERV	-
13 - CURR DEV & INSTRUCTIONAL DEV	8,255
23 - SCHOOL LEADERSHIP	6,255
31 - COUNSEL AND EVALUATION	-
61 - COMMUNITY SERVICES	-
Total Appropriations	$ 79,295

General Fund Balance

The financial goal of the McAllen Independent School District is to have a sufficient fund balance in the general operating fund to be able to maintain fiscal independence in case of a financial need or crisis. The District shall strive to maintain an optimum fund balance of at least two and a half months of general fund operating expenditures. Fund balance is the difference between assets and liabilities at a given point in time. The change in fund balance is the difference between revenues and expenditures. Governmental Fund financial statements breaks down the fund balance into 5 categories:

- **Non-Spendable** – the portion of the gross fund balance that is not expendable (such as inventories, pre-paid items) or is legally earmarked for a specific use (such as the self-funded reserves program).
- **Restricted** – amounts constrained to a specific purpose by the provider, such as special populations programs and grants.
- **Committed** – the portion of the fund balance that is constrained to a specific purpose by the Board.
- **Assigned** – the portion of the fund balance that is spendable or available for appropriation but has been tentatively earmarked for some specific purpose by the Superintendent or designee.
- **Unassigned-** includes amounts available for any legal purpose. This portion of the total fund balance in the general fund is available to finance operating expenditures. The unassigned fund balance shall be the difference between the total fund balance and the total of the non-spendable fund balance, restricted fund balance, committed fund balance and assigned fund balance.



MCALLEN INDEPENDENT SCHOOL DISTRICT
General Fund Forecast (Funds 1xx)
2019-2020 to 2026-2027

	Audited FY 2020	Audited FY 2021	Audited FY 2022	Estimated Actuals FY 2023	Adopted FY 2024	Projected FY 2025	Projected FY 2026	Projected FY 2027
Beginning Fund Balance	**$ 98,070,422**	**$ 97,700,231**	**$ 107,594,997**	**$ 149,933,573**	**$ 133,636,523**	**$ 109,137,063**	**$ 109,137,063**	**$ 109,137,063**
Revenues								
5700 Local	83,754,535	83,646,750	96,881,249	95,056,664	94,103,224	96,968,217	99,907,995	102,938,460
5800 State	136,420,168	138,989,204	123,949,691	120,987,645	123,728,809	121,195,177	111,324,542	107,856,618
5900 Federal	19,052,998	22,818,861	27,226,999	26,302,700	23,679,760	23,679,760	23,679,760	23,679,760
7900 Other Sources	5,794,060	6,539,516	457,093	87,880	-	-	-	-
Total Revenues	**$ 245,021,761**	**$ 251,994,331**	**$ 248,515,032**	**$ 242,434,889**	**$ 241,511,793**	**$ 241,843,154**	**$ 234,912,297**	**$ 234,474,838**
Expenditures								
6100 Payroll Cost	171,537,906	179,718,449	141,932,064*	173,627,676 **	189,282,764	185,137,769	178,206,912	177,769,453
6100 TRS On-Behalf	12,089,639	11,722,594	9,109,723	13,224,206	13,647,475	13,647,475	13,647,475	13,647,475
6200 Prof & Contracted Services	13,913,755	12,537,499	13,712,339	13,066,228	12,950,157	12,950,157	12,950,157	12,950,157
6300 Supplies & Materials	24,700,038	25,899,436	21,137,322	21,134,711	19,285,772	19,285,772	19,285,772	19,285,772
6400 Other Operating Costs	4,129,113	3,507,857	4,904,600	6,356,995	6,344,495	6,344,495	6,344,495	6,344,495
6500 Debt Service	2,869,367	4,996,383	5,558,977	2,915,030	4,477,486	4,477,486	4,477,486	4,477,486
6600 Capital Outlay	10,993,798	2,527,196	8,244,032	21,046,261	20,023,104	-	-	-
8900 Other Uses	5,158,348	1,190,151	1,577,399	7,360,831	-	-	-	-
Total Expenditures	**$ 245,391,965**	**$ 242,099,565**	**$ 206,176,456**	**$ 258,731,938**	**$ 266,011,253**	**$ 241,843,154**	**$ 234,912,297**	**$ 234,474,838**
Net Income / (Loss)	(370,191)	9,894,766	42,338,576 ***	(16,297,049)****	(24,499,460)*****	-	-	-
Ending Fund Balance	**$ 97,700,231**	**$ 107,594,997**	**$ 149,933,573**	**$ 133,636,523**	**$ 109,137,063**	**$ 109,137,063**	**$ 109,137,063**	**$ 109,137,063**
ADA	20,645	19,923	18,697	18,241	18,181	18,091	18,002	17,912
Decrease in ADA				(456)	(60)	(90)	(89)	(90)
ADM	22,354	21,540	20,282	20,343	19,572	19,475	19,379	19,282
Decrease in ADM				61	(771)	(97)	(96)	(97)

*Includes $40,196,746 one-time payroll expense reclass from Fund 199 General Fund to Fund 281 ESSER II as allowed by the Grant and establishing Fund 194 ESSER II Local projects
**Includes $18,930,199 one-time payroll expense reclasses from Fund 199 General Fund to Fund 282 ESSER III as allowed by the Grant
***Net Income includes Fund 194 ESSER II Local carry-forward projects of $36,882,064 as reflected in 2022-2023 Budget
****Net Loss is due to the completion of ESSER II Local carry-forward projects in 2022-2023 and other fund balance transfers
*****Net Loss is due to usage of ESSER II Local fund balance of $20,200,958 and General Fund Assigned Fund Balance of $4,298,502

Future Year Projections 2024-2025 to 2026-2027:

Revenues include an increase in local tax revenue as a result of an estimated 6% increase in property values. State revenue includes decreases in ADA as shown above.
Expenditures are kept constant with the exception of payroll. Decreases in payroll are shown to reflect adjustments made to align with District staffing guidelines as a result from declining enrollment.

McALLEN INDEPENDENT SCHOOL DISTRICT

Revenues - General Fund
2022-2023

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	193 State Comp.	194 Esser II Local	195 Advert.	197 Maint. Tax Notes	Total 2022-2023 Budget
5711 TAXES-CURRENT YEAR LEVY	71,523,153	-	-	-	-	-	-	-	-	-	5,919,167	2,244,767	-	-	-	3,185,247	82,872,334
5712 TAXES-PRIOR YEARS	1,974,893	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,974,893
5719 PENALTIES/INT & OTHER TAXES	1,100,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,100,000
5722 SSA-LOCAL REV FM MEMBER DIST	462,139	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	462,139
5729 LOCAL REV FROM OTHER DIST	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5739 TUITION AND FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5742 INTEREST	446,000	3,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	449,000
5743 RENT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5744 GIFTS AND BEQUESTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5745 INSURANCE RECOVERY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5748 MARKET VALUE GAIN/LOSS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5749 OTHER REVENUES	125,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	125,000
5751 FOOD SERVICE	-	474,224	-	-	-	-	-	-	-	-	-	-	-	-	-	-	474,224
5752 ATHLETIC ACTIVITIES	-	-	-	-	-	-	-	-	-	-	300,000	-	-	-	-	-	300,000
5754 INTERFUND SERVICES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5755 ENTERPRISING SERVICES	-	11,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,000
5759 OTHER EXTRA/CO-CURRICULAR	38,700	-	-	-	-	-	-	-	-	-	-	-	-	-	47,300	-	86,000
5769 MISCELLANEOUS REVENUES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5811 PER CAPITA APPORTIONMENT	8,391,178	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,391,178
5812 FOUNDATION ENTITLEMENTS	58,201,763	-	931,700	3,229,811	977,900	184,233	7,560,832	406,044	2,330,806	16,769,041	-	-	13,358,540	-	-	-	103,950,670
5819 OTHER FOUNDATION REVENUES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5829 REV BY TEXAS EDUCATION AGENCY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5831 TEACHER RETIREMENT/TRS CARE	7,422,956	538,566	4,206	170,174	47,617	4,520	341,517	8,075	89,233	867,355	163,202	68,625	679,507	486	-	-	10,406,039
5919 REVENUE FM OTHER GOVERNMENTS	5,555	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,555
5921 SCHOOL BREAKFAST PROGRAM	-	6,491,169	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,491,169
5922 NATIONAL SCHOOL LUNCH PROGRAM	1,001,977	10,524,989	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,526,966
5923 USDA COMMODITIES	-	1,253,381	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,253,381
5929 FEDERAL REVENUE THROUGH TEA	685,910	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	685,910
5931 SCHOOL HEALTH & RELATED SERV	1,950,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,950,000
5939 FEDERAL REVENUE THROUGH STATE	-	1,300,007	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,300,007
5949 FED REV THROUGH FEDERAL GOVT	219,672	-	-	-	-	-	-	-	-	-	-	-	-	-	-	736,149	955,821
TOTAL REVENUES	153,548,896	20,596,336	935,906	3,399,985	1,025,517	188,753	7,902,349	414,119	2,420,039	17,636,396	6,382,369	2,313,392	14,038,047	486	47,300	3,921,396	234,771,286
Other Resources																	
7912 SALE-REAL & PERSONAL PROPERTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7913 PROCEEDS FROM CAPITAL LEASES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7915 OPERATING TRANSFERS IN	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL OTHER RESOURCES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TTL REVENUES & OTH SOURCES	153,548,896	20,596,336	935,906	3,399,985	1,025,517	188,753	7,902,349	414,119	2,420,039	17,636,396	6,382,369	2,313,392	14,038,047	486	47,300	3,921,396	234,771,286

McALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations - General Fund
2022-2023

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	193 State Comp.	194 Esser II Local	195 Advert.	197 Maint. Tax Notes	Total 2022-2023 Budget
11 - INSTRUCTION																	
6100 - PAYROLL COSTS	62,635,823	-	22,431	2,905,905	719,486	-	5,473,568	30,796	1,670,385	14,063,897	119,779	16,252	11,057,900	779,000	-	-	99,495,222
6200 - PROFESSIONAL & CONTRACTED SERV	715,841	-	133,000	-	-	-	120,501	-	6,500	420,000	-	57,370	3,575	-	-	-	1,456,787
6300 - SUPPLIES & MATERIALS	1,173,659	-	162,527	52,000	23,317	-	997,710	18,400	102,022	209,837	431,982	344,904	667,773	1,005,391	-	-	5,189,522
6400 - OTHER OPERATIING COSTS	247,854	-	-	-	-	-	6,750	1,000	24,580	20,300	-	-	300	-	-	-	300,784
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	5,087,460	-	-	5,087,460
TOTAL	64,773,177	-	317,958	2,957,905	742,803	-	6,598,529	50,196	1,803,487	14,714,034	551,761	418,526	11,729,548	6,871,851	-	-	111,529,775
12 - INSTRUCTIONAL RES & MEDIA SERV																	
6100 - PAYROLL COSTS	3,017,025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,017,025
6200 - PROFESSIONAL & CONTRACTED SERV	91,741	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	91,741
6300 - SUPPLIES & MATERIALS	318,354	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	318,354
6400 - OTHER OPERATIING COSTS	11,987	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,987
TOTAL	3,439,107	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,439,107
13 - CURR DEV & INSTRUCTIONAL DEV																	
6100 - PAYROLL COSTS	2,274,958	-	-	387,144	-	-	183,211	202,661	321,472	-	-	3,000	2,070	-	-	-	3,374,516
6200 - PROFESSIONAL & CONTRACTED SERV	478,294	-	-	14,000	-	-	300	6,000	44,791	2,000	-	8,950	56,639	-	-	-	610,974
6300 - SUPPLIES & MATERIALS	138,555	-	-	29,936	-	-	1,500	100	8,150	-	-	-	-	-	-	-	178,241
6400 - OTHER OPERATIING COSTS	163,092	-	-	11,000	-	-	55,000	48,330	44,800	-	-	-	-	-	-	-	322,222
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	3,054,899	-	-	442,080	-	-	240,011	257,091	419,213	2,000	-	11,950	58,709	-	-	-	4,485,953
21 - INSTRUCTIONAL LEADERSHIP																	
6100 - PAYROLL COSTS	1,940,467	-	-	-	47,992	-	78,222	203	42,696	454,509	-	-	34,333	-	-	-	2,598,422
6200 - PROFESSIONAL & CONTRACTED SERV	162,665	-	1,800	-	-	-	8,500	2,500	8,100	-	-	-	-	-	-	-	183,565
6300 - SUPPLIES & MATERIALS	68,971	-	-	-	-	-	254,257	5,364	2,700	28,585	-	-	-	-	-	-	359,877
6400 - OTHER OPERATIING COSTS	83,025	-	-	-	-	-	4,042	-	3,900	-	-	-	-	-	-	-	90,967
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	2,255,128	-	1,800	-	47,992	-	345,021	8,067	57,396	483,094	-	-	34,333	-	-	-	3,232,831
23 - SCHOOL LEADERSHIP																	
6100 - PAYROLL COSTS	12,325,849	-	-	-	-	-	-	-	10,358	-	-	-	219,884	-	-	-	12,556,091
6200 - PROFESSIONAL & CONTRACTED SERV	122,919	-	-	-	-	-	-	-	2,000	-	-	-	-	-	-	-	124,919
6300 - SUPPLIES & MATERIALS	191,629	-	-	-	-	-	-	-	41,230	-	-	-	100	-	-	-	232,959
6400 - OTHER OPERATIING COSTS	150,777	-	-	-	-	-	-	-	13,500	-	-	-	-	-	-	-	164,277
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	12,791,174	-	-	-	-	-	-	-	67,088	-	-	-	219,984	-	-	-	13,078,246
31 - COUNSEL AND EVALUATION																	
6100 - PAYROLL COSTS	5,824,711	-	381,148	-	234,722	-	239,753	37,762	48,452	1,183,111	-	-	993,760	-	-	-	8,943,419
6200 - PROFESSIONAL & CONTRACTED SERV	81,130	-	-	-	-	-	-	-	-	50,000	-	-	127,000	-	-	-	258,130
6300 - SUPPLIES & MATERIALS	95,145	-	235,000	-	-	-	4,725	44,807	23,880	185,000	-	-	5,750	-	-	-	594,307
6400 - OTHER OPERATIING COSTS	83,827	-	-	-	-	-	4,500	6,684	-	-	-	-	1,252	-	-	-	96,263
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	510	-	-	-	-	-	-	-	-	-	-
TOTAL	6,084,813	-	616,148	-	234,722	-	248,978	89,253	72,332	1,418,111	-	-	1,127,762	-	-	-	9,892,119

McALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations - General Fund
2022-2023

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	193 State Comp.	194 Esser II Local	195 Advert.	197 Maint. Tax Notes	Total 2022-2023 Budget
32 - SOCIAL WORK SERVICES																	
6100 - PAYROLL COSTS	1,075,612	-	-	-	-	-	-	-	-	-	-	-	734,628	-	-	-	1,810,240
6200 - PROFESSIONAL & CONTRACTED SERV	29,600	-	-	-	-	-	-	-	-	-	-	-	1,650	-	-	-	31,250
6300 - SUPPLIES & MATERIALS	21,410	-	-	-	-	-	-	-	-	-	-	-	55,930	-	-	-	77,340
6400 - OTHER OPERATIING COSTS	15,100	-	-	-	-	-	-	-	-	-	-	-	4,800	-	-	-	19,900
TOTAL	1,141,722	-	-	-	-	-	-	-	-	-	-	-	797,008	-	-	-	1,938,730
33 - HEALTH SERVICES																	
6100 - PAYROLL COSTS	2,844,073	-	-	-	-	-	-	-	-	-	-	-	-	113,049	-	-	2,957,122
6200 - PROFESSIONAL & CONTRACTED SERV	5,275	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,275
6300 - SUPPLIES & MATERIALS	47,025	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	47,025
6400 - OTHER OPERATIING COSTS	2,259	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,259
TOTAL	2,898,632	-	-	-	-	-	-	-	-	-	-	-	-	113,049	-	-	3,011,681
34 - STUDENT TRANSPORTATION																	
6100 - PAYROLL COSTS	3,260,938	-	-	-	-	-	-	-	-	836,719	-	-	-	-	-	-	4,097,657
6200 - PROFESSIONAL & CONTRACTED SERV	104,460	-	-	-	-	-	-	-	-	39,761	-	-	-	-	-	-	144,221
6300 - SUPPLIES & MATERIALS	458,630	-	-	-	-	-	-	-	-	111,000	-	-	-	70,500	-	-	640,130
6400 - OTHER OPERATIING COSTS	(-511,074)	-	-	-	-	-	-	-	-	23,239	-	-	-	-	-	-	(-487,835)
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	3,312,954	-	-	-	-	-	-	-	-	1,010,719	-	-	-	70,500	-	-	4,394,173
35 - FOOD SERVICES																	
6100 - PAYROLL COSTS	-	10,799,173	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,799,173
6200 - PROFESSIONAL & CONTRACTED SERV	-	279,261	-	-	-	-	-	-	-	-	-	-	-	-	-	-	279,261
6300 - SUPPLIES & MATERIALS	-	8,152,569	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,152,569
6400 - OTHER OPERATIING COSTS	-	143,997	-	-	-	-	-	-	-	-	-	-	-	-	-	-	143,997
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	19,375,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19,375,000
36 - EXTRACURRICULAR ACTIVITIES																	
6100 - PAYROLL COSTS	544,515	-	-	-	-	-	26,519	3,612	-	8,438	3,940,728	1,246,588	-	-	-	-	5,770,400
6200 - PROFESSIONAL & CONTRACTED SERV	15,025	-	-	-	-	-	-	-	-	-	401,745	60,700	-	-	-	-	477,470
6300 - SUPPLIES & MATERIALS	98,820	-	-	-	-	-	5,000	-	-	-	73,415	47,524	-	1,750,000	-	-	1,974,759
6400 - OTHER OPERATIING COSTS	906,435	-	-	-	-	-	377,426	5,900	-	-	1,097,272	496,968	-	-	-	-	2,884,001
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	1,564,795	-	-	-	-	-	408,945	9,512	-	8,438	5,513,160	1,851,780	-	1,750,000	-	-	11,106,630
41 - GENERAL ADMINISTRATION																	
6100 - PAYROLL COSTS	6,009,317	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,009,317
6200 - PROFESSIONAL & CONTRACTED SERV	749,256	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	749,256
6300 - SUPPLIES & MATERIALS	275,725	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	275,725
6400 - OTHER OPERATIING COSTS	670,271	-	-	-	-	-	-	-	-	-	-	-	-	-	47,300	-	717,571
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	7,704,569	-	-	-	-	-	511	-	-	-	-	-	-	-	47,300	-	7,751,869

McALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations - General Fund
2022-2023

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	193 State Comp.	194 Esser II Local	195 Advert.	197 Maint. Tax Notes	Total 2022-2023 Budget
51 - FACILITIES MAINT & OPERATIONS																	
6100 - PAYROLL COSTS	11,273,308	-	-	-	-	-	36,947	-	523	-	-	6,250	-	47,693	-	-	11,364,721
6200 - PROFESSIONAL & CONTRACTED SERV	5,414,860	-	-	-	-	16,000	2,000	-	-	-	181,082	-	-	-	-	-	5,613,942
6300 - SUPPLIES & MATERIALS	1,197,296	-	-	-	-	-	15,276	-	-	-	24,000	-	-	-	-	-	1,236,572
6400 - OTHER OPERATIING COSTS	1,498,284	-	-	-	-	-	1,642	-	-	-	-	-	-	-	-	-	1,499,926
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	6,923,697	-	-	6,923,697
TOTAL	19,383,748	-	-	-	-	16,000	55,865	-	523	-	205,082	6,250	-	6,971,390	-	-	26,638,858
52 - SECURITY AND MONITORING SERV																	
6100 - PAYROLL COSTS	4,051,053	-	-	-	-	62,814	-	-	-	-	109,365	6,250	-	-	-	-	4,229,482
6200 - PROFESSIONAL & CONTRACTED SERV	196,670	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	196,670
6300 - SUPPLIES & MATERIALS	263,921	-	-	-	-	55,229	-	-	-	-	-	-	-	-	-	-	319,150
6400 - OTHER OPERATIING COSTS	41,238	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	41,238
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	505	-	-	505
TOTAL	4,552,882	-	-	-	-	118,043	-	-	-	-	109,365	6,250	-	505	-	-	4,787,045
53 - DATA PROCESSING SERVICES																	
6100 - PAYROLL COSTS	3,275,685	-	-	-	-	54,710	-	-	-	-	-	-	-	-	-	-	3,330,395
6200 - PROFESSIONAL & CONTRACTED SERV	955,480	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	955,480
6300 - SUPPLIES & MATERIALS	370,699	-	-	-	-	-	-	-	-	-	-	-	-	52,507	-	-	423,206
6400 - OTHER OPERATIING COSTS	157,102	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	157,102
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	4,758,966	-	-	-	-	54,710	-	-	-	-	-	-	-	52,507	-	-	4,866,183
61 - COMMUNITY SERVICES																	
6100 - PAYROLL COSTS	-	-	-	-	-	-	-	-	-	-	-	-	70,703	-	-	-	70,703
6200 - PROFESSIONAL & CONTRACTED SERV	750	-	-	-	-	-	-	-	-	-	-	-	-	35,320	-	-	36,070
6300 - SUPPLIES & MATERIALS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6400 - OTHER OPERATIING COSTS	3,600	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,600
TOTAL	4,350	-	-	-	-	-	-	-	-	-	-	-	70,703	35,320	-	-	110,373
71 - DEBT SERVICE																	
6500 - DEBT SERVICE	2,322,061	-	-	-	-	-	-	-	-	-	3,001	18,636	-	-	-	3,921,396	6,265,094
TOTAL	2,322,061	-	-	-	-	-	-	-	-	-	3,001	18,636	-	-	-	3,921,396	6,265,094
81 - FACILITIES ACQ & CONSTRUCTION																	
6200 - PROFESSIONAL & CONTRACTED SERV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6300 - SUPPLIES & MATERIALS	-	-	-	-	-	-	5,000	-	-	-	-	-	-	-	-	-	5,000
6600 - CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	-	-	21,017,428	-	-	21,017,428
TOTAL	-	-	-	-	-	-	5,000	-	-	-	-	-	-	21,017,428	-	-	21,022,428
95 - PYMTS TO JUVENILE JUSTICE																	
6200 - PROFESSIONAL & CONTRACTED SERV	40,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000
TOTAL	40,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000
99 - OTHER INTERGOVT CHARGES																	
6200 - PROFESSIONAL & CONTRACTED SERV	965,919	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	965,919

McALLEN INDEPENDENT SCHOOL DISTRICT

Appropriations - General Fund
2022-2023

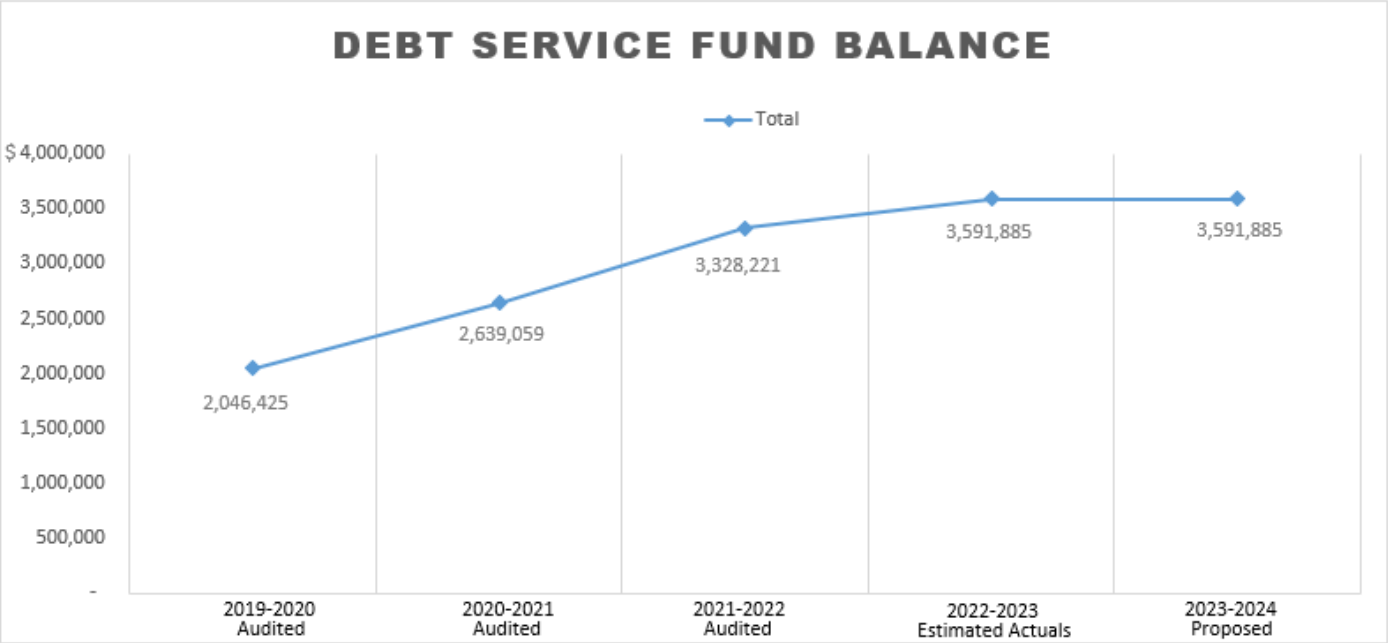
Object	199 General Fund	101 Food Service	155 CCMR	156 Early Ed. Allotment	157 Dyslexia	158 Safety Allotment	162 Career Technical	163 Advanced Learners	164 Bilingual	173 Special Education	183 Athletics	184 Fine Arts	193 State Comp.	194 Esser II Local	195 Advert.	197 Maint. Tax Notes	Total 2022-2023 Budget
99 - OTHER INTERGOVT CHARGES																	
6400 - OTHER OPERATIING COSTS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	965,919	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	965,919
TOTAL APPROPRIATIONS	141,048,896	19,375,000	935,906	3,399,985	1,025,517	188,753	7,902,349	414,119	2,420,039	17,636,396	6,382,369	2,313,392	14,038,047	36,882,550	47,300	3,921,396	257,932,014
8900 - Other Uses	12,500,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,500,000
TOTAL	12,500,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,500,000
TTL APPROPRIATIONS & OTH USES	153,548,896	19,375,000	935,906	3,399,985	1,025,517	188,753	7,902,349	414,119	2,420,039	17,636,396	6,382,369	2,313,392	14,038,047	36,882,550	47,300	3,921,396	270,432,014
PROJECTED FUND BALANCE	-	1,221,336	-	-	-	-	-	-	-	-	-	-	-	(36,882,064)	-	-	(35,660,728)

MCALLEN INDEPENDENT SCHOOL DISTRICT
Budget Summary- General Fund
2023-2024

		Revenues	Appropriations	Fund Balance
GENERAL FUND				
101	FOOD SERVICE	$ 20,248,515	$ 20,248,515	$ -
155	COLLEGE CAREER MILITARY READIN	872,829	872,829	-
156	EARLY EDUCATION ALLOTMENT	3,473,262	3,473,262	-
157	DYSLEXIA	1,160,973	1,160,973	-
158	SCHOOL SAFETY ALLOTMENT	186,560	186,560	-
162	CAREER TECHNICAL ED	8,160,539	8,160,539	-
163	ADV LEARNERS/G&T	405,903	405,903	-
164	BILINGUAL/ESL	2,484,378	2,484,378	-
173	SPECIAL EDUCATION	19,786,283	19,786,283	-
183	ATHLETICS	6,575,375	6,575,375	-
184	FINE ARTS	2,473,740	2,473,740	-
193	STATE COMPENSATORY	13,448,788	13,448,788	-
194	ESSER II - LOCAL	3,704	20,204,662	(20,200,958)
195	ADVERTISING	47,300	47,300	-
197	MAINTENANCE TAX NOTES	3,919,640	3,919,640	-
199	GENERAL FUND	158,264,004	162,562,506	(4,298,502)
		$ 241,511,793	$ 266,011,253	$ (24,499,460)

Debt Service Fund Balance

Fund balance is the difference between assets and liabilities at a given point in time. The change in fund balance is the difference between revenues and expenditures. The Debt Service Fund is a governmental fund that accounts for expenditures for the retirement of bonded debt and interest on bonded debt.



The following is the Computation of Legal Debt Margin that the 2023-2024 budget and future years is based on:

Computation of Legal Debt Margin
(Per $100 of Assessed Valuation)

Debt Limit	$0.5000
Interest & Sinking Rate	0.0673
Balance	$0.4327

MCALLEN INDEPENDENT SCHOOL DISTRICT
Debt Service Fund Forecast
2019-2020 to 2026-2027

Fiscal Year	**Audited 2019-2020**	**Audited 2020-2021**	**Audited 2021-2022**	**Estimated Actuals 2022-2023**	**Adopted 2023-2024**	**Projected 2024-2025**	**Projected 2025-2026**	**Projected 2026-2027**
Debt Service Tax Rate	0.0942	0.0936	0.0884	0.0758	0.0673	0.0673	0.0673	0.0673
Beginning Fund Balance	**$ 1,740,717**	**$ 2,046,425**	**$ 2,639,059**	**$ 3,328,221**	**$ 3,591,885**	**$ 3,591,885**	**$ 3,591,885**	**$ 3,591,885**
Current Taxes	6,879,014	7,067,470	7,031,077	6,426,231	6,219,734	6,084,835	6,090,235	6,091,235
Delinquent Taxes	74,060	164,556	180,366	143,003	198,665	198,665	198,665	198,665
Sub-Total	6,953,074	7,232,026	7,211,443	6,569,234	6,418,399	6,283,500	6,288,900	6,289,900
State Funding	-	159,435	153,562	352,408	138,601	-	-	-
Hold Harmless	174,103	-	-	-	-	-	-	-
Prior Year Adjustments	-	11,644	16,461	-	-	-	-	-
Operating Transfer In from General Fund	-	-	-	-	-	-	-	-
Sub-Total	174,103	171,079	170,023	352,408	138,601	-	-	-
Issuance of Bonds (Bond Refunding)	-	40,875,000	-	-	-	-	-	-
Premium/Discount on Issuance of Bonds	-	5,332,904	-	-	-	-	-	-
	-	46,207,904	-	-	-	-	-	-
Penalties & Interest	54,925	86,523	100,785	88,167	80,000	80,000	80,000	80,000
Interest	27,597	2,019	7,124	67,000	96,000	96,000	96,000	96,000
Royalties	2,614	2,217	5,183	1,000	1,000	1,000	1,000	1,000
Revenues	**$ 7,212,313**	**$ 53,701,768**	**$ 7,494,557**	**$ 7,077,809**	**$ 6,734,000**	**$ 6,460,500**	**$ 6,465,900**	**$ 6,466,900**
Principal	(4,320,000)	(4,955,000)	(4,935,000)	(5,175,000)	(5,340,000)	(5,290,000)	(5,475,000)	(5,695,000)
Interest	(2,584,500)	(1,946,583)	(1,865,900)	(1,633,200)	(1,389,000)	(1,165,500)	(985,900)	(766,900)
Sub-Total	(6,904,500)	(6,901,583)	(6,800,900)	(6,808,200)	(6,729,000)	(6,455,500)	(6,460,900)	(6,461,900)
Non-Operating Expenses	-	(45,750,006)	-	-	-	-	-	-
Other Fees	(2,105)	(457,545)	(4,495)	(5,945)	(5,000)	(5,000)	(5,000)	(5,000)
Expenses	**$ (6,906,605)**	**$ (53,109,134)**	**$ (6,805,395)**	**$ (6,814,145)**	**$ (6,734,000)**	**$ (6,460,500)**	**$ (6,465,900)**	**$ (6,466,900)**
Net Income / (Loss)	305,708	592,634	689,162	263,664	-	-	-	-
Preliminary Ending Fund Balance	**$ 2,046,425**	**$ 2,639,059**	**$ 3,328,221**	**$ 3,591,885**	**$ 3,591,885**	**$ 3,591,885**	**$ 3,591,885**	**$ 3,591,885**

For 2023-2024 and future years, the projected Debt Service tax rate remains constant at $0.0673 due to a steady bond payment. At the time of tax rate adoption each September, the tax worksheets prepared in conjunction with the Hidalgo County Tax Office will be considered for any reduction in tax rate.

Capital Projects Fund

Capital Projects Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

In Fiscal Year 2019-2020, the District issued Maintenance Tax Notes in connection to environmental cleanup, maintenance, repair, rehabilitation, replacement of heating, air conditioning, roofing, electric, or other facility needs of existing school properties. In addition, other sources as identified by the Board of Trustees, have been assigned for special capital projects.



MCALLEN INDEPENDENT SCHOOL DISTRICT
Capital Projects Fund (Funds 6xx)
2019-2020 to 2026-2027

	Audited FY 2020	Audited FY 2021	Audited FY 2022	Estimated Actuals FY 2023	Adopted FY 2024	Projected FY 2025	Projected FY 2026	Projected FY 2027
Beginning Fund Balance	**$ -**	**$ 30,187,039**	**$ 23,254,983**	**$ 14,770,086**	**$ 1,242,331**	**$ -**	**$ -**	**$ -**
Revenues								
5700 Local	129,706	74,342	37,582	1,733,851	11,000,000	-	-	-
7900 Other Sources	33,741,907	824,000	1,438,223	4,545,619	-	-	-	-
Total Revenues	**$ 33,871,613**	**$ 898,342**	**$ 1,475,805**	**$ 6,279,470**	**$ 11,000,000**	**$ -**	**$ -**	**$ -**
Expenditures								
6200 Prof & Contracted Services	-	-	-	104,287	-	-	-	-
6300 Supplies & Materials	-	-	-	87,761	-	-	-	-
6400 Other Operating Costs	-	-	-	-	-	-	-	-
6500 Debt Service	261,259	-		-	-	-	-	-
6600 Capital Outlay	3,423,315	7,830,398	9,960,702	19,615,177	12,242,331	-	-	-
8900 Other Uses	-	-	-	-	-	-	-	-
Total Expenditures	**$ 3,684,574**	**$ 7,830,398**	**$ 9,960,702**	**$ 19,807,225**	**$ 12,242,331**	**$ -**	**$ -**	**$ -**
Net Income / (Loss)	30,187,039	(6,932,056)	(8,484,897)	(13,527,755)	(1,242,331)	-	-	-
Ending Fund Balance	**$ 30,187,039**	**$ 23,254,983**	**$ 14,770,086**	**$ 1,242,331**	**$ -**	**$ -**	**$ -**	$ -

MCALLEN INDEPENDENT SCHOOL DISTRICT

Revenues - Debt Service and Capital Projects Funds
2023-2024

Object	599 Debt Service	619 MISD MTN-2020	620 MTN-2020	697 UTRGV Collegiate Academy	698 MISD Capital Projects	Total 2023-2024 Budget
5711 TAXES-CURRENT YEAR LEVY	6,219,734	-	-	-	-	6,219,734
5712 TAXES-PRIOR YEARS	198,665	-	-	-	-	198,665
5719 PENALTIES/INT & OTHER TAXES	80,000	-	-	-	-	80,000
5742 INTEREST	96,000	-	-	-	-	96,000
5748 MARKET VALUE GAIN/LOSS	-	-	-	-	-	-
5749 OTHER REVENUES	1,000	-	-	11,000,000	-	11,001,000
5769 MISCELLANEOUS REVENUES	-	-	-	-	-	-
5812 FOUNDATION ENTITLEMENTS	-	-	-	-	-	-
5829 REV BY TEXAS EDUCATION AGENCY	138,601	-	-	-	-	138,601
TOTAL REVENUES	6,734,000	-	-	11,000,000	-	17,734,000
Other Resources						
TOTAL OTHER RESOURCES	-	-	-	-	-	-
TTL REVENUES & OTH SOURCES	6,734,000	-	-	11,000,000	-	17,734,000

Appropriations - Debt Service and Capital Project Funds
2023-2024

Object	599 Debt Service	619 MISD MTN-2020	620 MTN-2020	697 UTRGV Collegiate Academy	698 MISD Capital Projects	Total 2023-2024 Budget
36 - EXTRACURRICULAR ACTIVITIES						
6600 - CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-
41 - GENERAL ADMINISTRATION						
6600 - CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-
51 - FACILITIES MAINT & OPERATIONS						
6200 - PROFESSIONAL & CONTRACTED SERV	-	-	-	-	-	-
6300 - SUPPLIES & MATERIALS	-	-	-	-	-	-
6600 - CAPITAL OUTLAY	-	-	247,463	-	-	247,463
TOTAL	-	-	247,463	-	-	247,463
52 - SECURITY AND MONITORING SERV						
6600 - CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-
71 - DEBT SERVICE						
6500 - DEBT SERVICE	6,734,000	-	-	-	-	6,734,000
TOTAL	6,734,000	-	-	-	-	6,734,000
81 - FACILITIES ACQ & CONSTRUCTION						
6600 - CAPITAL OUTLAY	-	-	994,868	11,000,000	-	11,994,868
TOTAL	-	-	994,868	11,000,000	-	11,994,868
TOTAL APPROPRIATIONS	6,734,000	-	1,242,331	11,000,000	-	18,976,331
8900 - Other Uses	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-
TTL APPROPRIATIONS & OTH USES	6,734,000	-	1,242,331	11,000,000	-	18,976,331
PROJECTED FUND BALANCE	-	-	(1,242,331)	-	-	(1,242,331)

Special Revenue Funds

Special Revenue Funds are used to account for resources restricted to specific purposes by a grantor or for purposes committed by the Board of Trustees. Federal financial assistance often is accounted for in a Special Revenue Fund. In most Special Revenue funds, unused balances are recorded as unearned revenue and carried forward to the succeeding fiscal year, provided the amount carried forward is within the limits established by the grantor. In some cases, the unused balances are returned to the grantor at the close of specified project periods. The District budgets for Special Revenue Funds as grants are awarded by the various grantors. The District uses project accounting for them in order to maintain integrity for the various sources of funds. These funds utilize the modified accrual basis of accounting and budgeting. Included in the District's Special Revenue Funds are:

211 ESEA, Title I, Part A, Improving Basic Programs - This code is used to account for funds to help LEAs improve teaching and learning in high-poverty schools in particular for children failing, or most at-risk of failing, to meet challenging State academic standards. (To provide opportunities for children to acquire the knowledge and skills to meet the state's student performance standards.

212 ESEA, Title I, Part C, Education of Migratory Children - This code is used to account for funds granted for programs benefiting children of migrant agriculture or agriculture-related workers and children of migrant fishermen.

224 IDEA - Part B, Formula - This code is used to account for funds granted to operate educational programs for children with disabilities. This code includes capacity building and improvement (sliver) subgrants.

225 IDEA - Part B, Preschool - This code is used to account for funds granted for preschool children with disabilities.

244 Carl D. Perkins – Basic Formula Grant - This code is used to account for funds granted to provide career and technical education (CTE) and to develop new and/or improve existing CTE programs for paid and unpaid employment. Full participation in the basic grant is from members of special populations:

- at a limited number of campuses (sites) or
- in a limited number of program areas.

255 ESEA, Title II, Part A, Teacher and Principal Training and Recruiting- This code is used to account for funds used:

- to improve student academic achievement by:
    - improving teacher and principal quality and
    - increasing the number of highly qualified teachers, principals, and assistant principals in schools, and
- to hold districts accountable for improving student academic achievement.

263 Title III, Part A, English Language Acquisition and Language Enhancement LEP - This code is used to account for funds granted to improve the education of children with limited English proficiency by helping the children learn English and meet challenging academic achievement standards.

272 Medicaid Administrative Claiming Program – MAC - This code is used to account for funds allocated to districts to reimburse eligible administrative costs for activities that implement the Medicaid state plan. Expenditures attributed to the required matching amount are recorded in the general fund and accounted for using a local option account code, as needed, for local monitoring of compliance with federal matching requirements.

274 GEAR UP - This code is used to account for funds granted through Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP). The funds are used to provide services and support to school districts with a high percentage of low-income minority students to ensure that students:

- are academically prepared for higher education,
- graduate from high school, and
- have access to higher education opportunities.

279 Texas COVID Learning Acceleration Supports (TCLAS) – State Elementary and Secondary School Emergency Relief Fund III (ESSER III) of the American Rescue Plan (ARP) Act of 2021 - This code is used to account for funds granted for targeted supports to assist LEAs to accelerate student learning due to learning loss caused by the COVID-19 pandemic. Examples of how the funds may be used to assist LEAs in learning acceleration and support areas are:

- strategic planning and performance management
- instructional materials that are rigorous and high-quality that make up ground and master grade level Texas Essential Knowledge and Skills (TEKS)
- teacher pipelines that support teachers to deliver excellence in the classroom
- expanded instructional time for students in most need, including expanding instructional time in the summer and with targeted tutoring
- innovative school models to incorporate all of the learning acceleration framework

282 Elementary and Secondary School Emergency Relief Fund III (ESSER III) of the American Rescue Plan Act of 2021 - This code is used to account for federal stimulus ESSER III funds granted to LEAs through the American Rescue Plan Act to address learning loss and the disproportionate impact of the coronavirus on certain student subgroups, identify and provide homeless children and youth with services in light of challenges of the coronavirus, and enable homeless children and youth to attend school and participate fully in school activities.

289 Federally Funded Special Revenue Funds – This code is used to account for federally funded special revenue funds that have not been specified above. Any locally defined codes that are used at the local option are converted to code 289 for PEIMS reporting.

- 288-0 – Summer School LEP Students in K1
- 288-Z – STOP School Violence-Family Treatment Program
- 289 – Title IV, Part A – Sub Part 1

315 Shared Services Arrangements – IDEA – Part B, Discretionary – The fiscal agent of a shared services arrangement uses this code to account for funds used to support a regional education service center basic special education component and also:

- targeted support to LEAs
- regional day school programs for the deaf
- private residential placements
- priority projects
- other emerging needs

340 Shared Services Arrangements – IDEA, Part C, Early Intervention (Deaf) – The fiscal agent of a shared services arrangement uses this code to account for funds granted for programs in local regional day schools for the deaf and the Texas School for the Deaf. The programs use certified and trained teachers to provide direct services to hearing impaired infants and toddlers, ages birth through two years.

397 Advanced Placement Incentives – This code is used to account for funds awarded to your district under the Texas Advanced Placement Incentive Program.

410 State Instructional Materials Fund - This code is used to account for funds awarded to your district under the instructional materials allotment. Instructional materials include textbooks, software, supplemental materials, DVDs and CD-ROMs, online services, open-source materials, and other means of conveying information electronically.

429 State Funded Special Revenue Funds – This code is used to account for state-funded special revenue funds not listed above. Any locally defined codes that are used at the local option must be converted to code 429 for PEIMS reporting.

- 429-J – Dyslexia Funding Support Grant
- 429-M – Certification Exam Reimbursements
- 429-T – Ballistic Shield Project
- 429-Z – Silent Panic Alert

435 Shared Services Arrangements – Regional Day School for the Deaf – This code is used by the fiscal agent of a shared services arrangement to account for funds allocated for the staff and activities of the regional day school program for the Deaf (RDSPD). These funds must not be used to pay salaries of teachers who have a teaching assignment other than deaf students in the RDSPD or teach American Sign Language as a foreign language at the junior high or high school level, as this is a course for regular education credit.

461 Campus Activity Funds – This code is used to account for transactions related to a principal's activity fund if the moneys generated are not subject to recall into the general fund by the school district's board of trustees. Gross revenues from sales are recorded in revenue object code 5755. The cost of goods sold is recorded in function code 36, using the appropriate expenditure object code.

Enterprise Funds

Enterprise Fund classification is used, at the option of the school district, to account for enterprise funds not defined elsewhere.

713 Safe and Secure Fund - The following campuses currently operate a Safe & Secure Program:

111 - Milam Elementary School
120 - Rayburn Elementary School
122 - Garza Elementary School
124 - Gonzalez Elementary School
126 - Castaneda Elementary School
127 - Sanchez Elementary School
128 - Perez Elementary School
129 - Hendricks Elementary School

716 Tuition Based Pre-K Fund - provides a focused, full day, Pre-K program where children have hands-on purposeful opportunities for learning. Available at all elementary campuses based on seat availability.

Internal Service Funds

Internal Service Funds are used to account for the financing of goods or services provided by one organizational unit of the District to other organizational units of the District on a cost reimbursement basis. Internal service funds, also, are used to account for the operations of self-funded health insurance, unemployment claims and worker's compensation. Internal Service Funds maintained by the District are as follows:

753 Health Insurance Fund

771 Unemployment Compensation Fund

772 Worker's Compensation Fund

MCALLEN INDEPENDENT SCHOOL DISTRICT
Budget Summary - Special and Propietary Funds
2023-2024

		Revenues	Appropriation	Fund Balance
SPECIAL REVENUES				
211	TTL I PRT A IMPROV BASIC PGMS	$ 11,779,426	$ 11,779,426	$ -
212	TTL I PART C-MIGRANT	478,460	478,460	-
224	IDEA-PART B FORMULA	3,980,658	3,980,658	-
225	IDEA-PART B PRESCHOOL	71,709	71,709	-
244	VOCATIONAL ED BASIC GRANT	380,672	380,672	-
255	TTL II PART A SUPPORT EFF INST	1,682,624	1,682,624	-
263	TTL III PART A ELA	1,079,920	1,079,920	-
272	MEDICAID ADM CLAIMING PROGRAM	50,000	50,000	-
274	GEAR UP PROJECT	311,979	311,979	-
279	TCLAS-ESSER III	321,728	321,728	-
280	ARP HOMELESS II	117,807	117,807	-
282	ESSER III-ARP	26,077,428	26,077,428	-
288	FEDERALLY FUNDED SPECIAL REVENUE	814,424	814,424	-
289	TITLE IV, PART A-SUBPART I	1,169,283	1,169,283	-
315	SSA DISCRETIONARY	177,906	177,906	-
340	SSA EARLY INTERVENTION DEAF	543	543	-
397	AP/BACCALAUREATE INCENTIVES	36,939	36,939	-
410	INST MATERIAL ALLOTMENT	3,900,000	3,900,000	-
429	ST FUNDED SPECIAL REVENUE	202,156	202,156	-
435	REG DAY SCHOOL FOR THE DEAF	4,256,300	4,256,300	-
461	CAMPUS ACTIVITY FUNDS	1,300,000	1,300,000	-
	Sub-Total Special Revenue Funds	$ 58,189,962	$ 58,189,962	$ -
PROPRIETARY FUNDS				
713	PROJECT SAFE AND SECURE	331,500	331,500	-
716	PRE-K TUITION BASED	101,034	101,034	-
	Sub-Total Proprietary Funds	$ 432,534	$ 432,534	$ -
	Grand Total	$ 58,622,496	$ 58,622,496	$ -

Informational Section



525

Assessed Values

Appraisal districts follow the provisions of the Texas Property Tax Code. The Tax Code requires that, unless otherwise provided, that all taxable property be appraised at its market value as of January 1st of that tax year. Pursuant to Section 23.06(e) of the Texas Property Code (PTC), the Hidalgo County Appraisal District (HCAD) provides the District with Preliminary Certified Assessed Values on April 30th and pursuant to Section 26.01(a) of the PTC Certified Assessed Values on July 25th of the same year. The 2023 HCAD Preliminary Certified Assessed Values were used to calculate and project 2023-2024 tax collections. For fiscal year 2024-2025 and beyond, the District estimated those values at a 4-year average of a 6% increase.

The Texas Comptroller releases Preliminary Values in January and Final Values in July which are used to calculate state funding. For fiscal year 2024-2025 and beyond, a 6% increase was included to be in line with the HCAD forecasted values.

	FY 2020	FY 2021	FY 2022	FY 2023	Preliminary FY 2024	Projected FY 2025	Projected FY 2026	Projected FY 2027
HCAD Certified Value	$7,810,461,629	$8,110,766,130	$8,549,360,079	$9,180,303,513	$ 9,822,271,043	$ 10,411,607,306	$ 11,036,303,744	$11,698,481,969
Average HCAD Change From Prior Year		3.84%	5.41%	7.38%	6.99%	6.00%	6.00%	6.00%
Texas Comptroller Value	$7,544,931,198	$7,793,865,257	$8,150,539,649	$8,923,822,575	$ 9,548,490,155	$ 10,121,399,564	$ 10,728,683,538	$11,372,404,550

Property Tax Rates and Collections

The Maintenance and Operation Tax Rate provides the revenues needed to cover day-to-day operations such as salaries and utilities. The Interest and Sinking Tax Rate provides the revenues that are used to pay the principal and interest of bonded debt. The Total Tax Rate is the sum of both maintenance and operations and interest and sinking tax rates.

	Audited			Current Budget	Proposed Budget
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Levy	$ 87,450,096.00	$ 88,388,374.05	$ 90,489,805.41	$ 96,621,135.70	$ 91,768,419.00
Tax Rate:					
Maintenance & Operations	1.0586	1.0450	1.0486	1.0206	0.9338
Interest & Sinking	0.0942	0.0936	0.0884	0.0758	0.0673
Total Tax Rate	1.1528	1.1386	1.1370	1.0964	1.0011
Current Collections:					
Maintenance & Operations	77,304,936.00	78,904,975.00	83,402,538.00	85,872,334.00	85,548,685.00
Interest & Sinking	6,879,014.00	7,067,470.00	7,031,075.00	6,426,231.00	6,219,734.00
Total Tax Collections	$ 84,183,950.00	$ 85,972,445.00	$ 90,433,613.00	$ 92,298,565.00	$ 91,768,419.00

Maintenance & Operations Tax Limitation

In 2019-2020, State Legislation compressed the tier I M&O tax rate to $0.93 (previously $1.00) reducing the M&O rate to $1.0586. Due to the decreased M&O rate, the District adopted an I&S rate of $0.0942 to meet bond obligations for the fiscal year for a total tax rate of $1.1528. In 2020-2021, the tier I M&O tax rate was compressed to $0.9164 reducing the M&O tax rate to $1.0450 and the I&S tax rate decreased to $0.0936. In 2021-2022, the District elected the Declared Disaster Tax Rate Option allowing the District to increase the M&O tax rate from $1.0450 to $1.0486 as the I&S tax rate decreased from $.0936 to $.0884 for a total tax rate of $1.1370. In 2022-2023, the District elected the Declared Disaster Tax Rate Option allowing the District to increase the compressed tier I M&O tax rate while simultaneously reducing the total M&O tax rate to $1.0206 while the I&S tax rate decreased to $0.0758 for a total tax rate of $1.0964. In 2023-2024, the tier I M&O tax rate was compressed to $0.8052 reducing the M&O tax rate to $0.9338 and the I&S tax rate decreased to $.0673.

Computation of Legal M&O Margin
(Per $100 of Assessed Valuation)

M&O Limit	$0.9752
Maintenance & Operations Rate	0.9338
Balance	$0.0414

Tax Supported Debt Limitation

Sec. 45.0031. LIMITATION ON ISSUANCE OF TAX-SUPPORTED BONDS. (a) Before issuing bonds described by Section 45.001, a school district must demonstrate to the attorney general under Subsection (b) or (c) that, with respect to the proposed issuance, the district has a projected ability to pay the principal of and interest on the proposed bonds and all previously issued bonds other than bonds authorized to be issued at an election held on or before April 1, 1991, and issued before September 1, 1992, from a tax at a rate not to exceed $0.50 per $100 of valuation.

Computation of Legal Debt Margin
(Per $100 of Assessed Valuation)

Debt Limit	$0.5000
Interest & Sinking Rate	0.0673
Balance	$0.4327

Tax Rate History

The following is the Total Tax Rate History for the District:

	Budget Year	Tax Year	Maintenance & Operations	Interest & Sinking	Total Tax Rate
	2007-2008	2007	1.0400	0.1050	1.1450
	2008-2009	2008	1.0400	0.1050	1.1450
	2009-2010	2009	1.0400	0.1250	1.1650
	2010-2011	2010	1.0400	0.1250	1.1650
	2011-2012	2011	1.1650	0.0000	1.1650
	2012-2013	2012	1.0400	0.1250	1.1650
	2013-2014	2013	1.0400	0.1250	1.1650
	2014-2015	2014	1.0400	0.1250	1.1650
	2015-2016	2015	1.0400	0.1150	1.1550
	2016-2017	2016	1.1550	0.0000	1.1550
	2017-2018	2017	1.1550	0.0000	1.1550
	2018-2019	2018	1.1550	0.0000	1.1550
	2019-2020	2019	1.0586	0.0942	1.1528
	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
Proposed*	2023-2024	2023	0.9338	0.0673	1.0011

**Every penny generates approximately $916,716*

Effect of Tax Levy on Single Family Residence

Tax Code Section 11.13(b) requires school districts to offer a $25,000 exemption on residence homesteads to reduce the property's appraised value. For persons age 65 or older or disabled, Tax Code Section 11.13(c) requires school districts to offer an additional $10,000 residence homestead exemption. On May 7, 2022, Texas voters passed Proposition 2 which increased the residence homestead exemption from $25,000 to $40,000 beginning with the 2022 tax year, 2022-2023 fiscal year. The Texas 88th Legislative Session is considering increasing the 2023 tax year, 2023-2024 fiscal year homestead exemption from $40,000 to $100,000. The example below shows the tax rate's effect on the average taxpayer per $100,000 residence value:

	Actuals			Current Budget	Proposed Budget
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Residence Value	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
Less: Homestead Exemption	$ (25,000)	$ (25,000)	$ (25,000)	$ (40,000)	$ (40,000)
Adjusted Taxable Value	$ 75,000	$ 75,000	$ 75,000	$ 60,000	$ 60,000
Rate Per $100 Value	$ 1.1528	$ 1.1386	$ 1.1370	$ 1.0964	$ 1.0011
Taxes Due on $100,000 Value	$ 864.60	$ 853.95	$ 852.75	$ 657.84	$ 600.66

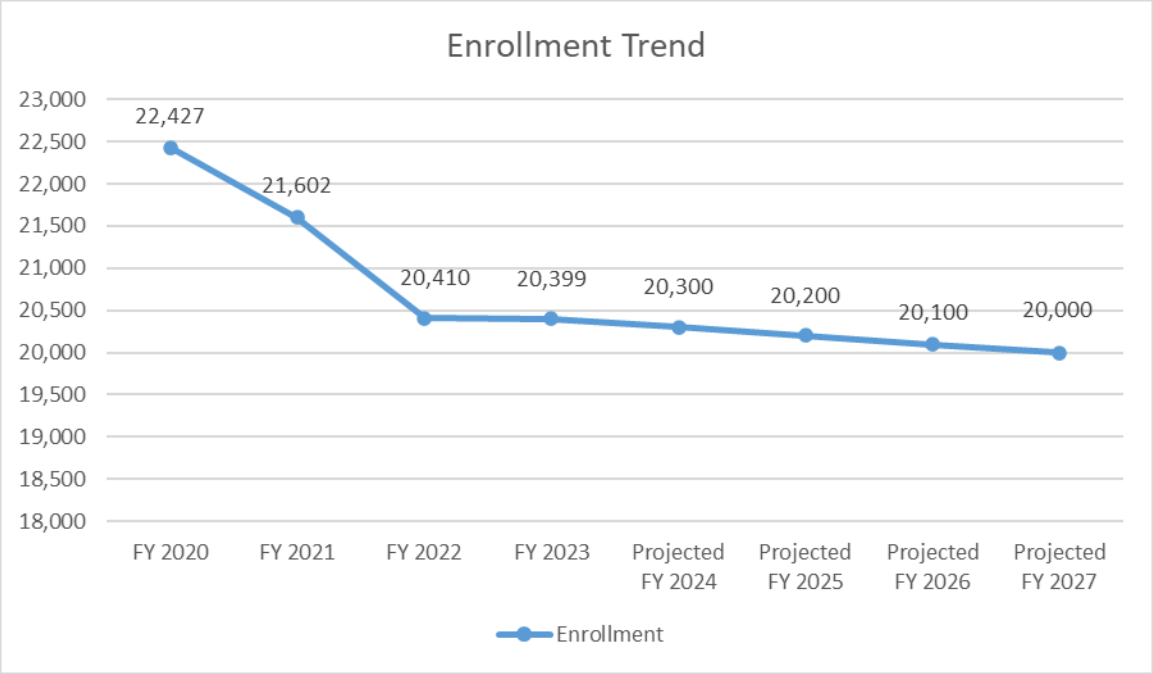
Principal Property Taxpayers

	Taxpayer	Tax Year 2021 Assessed Valuation	Percentage Total Assessed Valuation
1	Simon Property Group-McAllen NO 2	$ 155,336,606	1.90%
2	AEP Texas Inc-27th	65,239,530	0.79%
3	La Plaza Mall LLC	51,211,149	0.62%
4	Rio Grande Regional Hospital	50,238,704	0.61%
5	Universal Health Services	45,243,201	0.55%
6	Palm Crossing Town Center LLC	41,337,244	0.50%
7	Shops at 29 LTD	31,078,810	0.38%
8	H E Butt Grocery Company	25,258,057	0.31%
9	Wal-Mart Real Estate Business Trust	24,197,084	0.29%
10	McAllen Medical Center	24,080,983	0.29%
11	GE Engine Services-McAllen LP	24,021,334	0.29%
12	S P Plaza L C	22,314,195	0.27%
13	Coca-Cola Southwest Beverage LLC	21,207,516	0.26%
14	Weingarten Realty Investors	20,913,403	0.25%
15	Dillard Texas OPG LTD Prtnrshp	20,090,194	0.24%
16	Jim & Mary Kay Moffitt Family LTD	18,770,719	0.23%
17	Villa Regale at Nolana LLC	17,694,725	0.22%
18	Calmac Suites LTD	17,467,540	0.21%
19	Texas State Bank	17,200,000	0.21%
20	Sam's Real Estate Business Trust	17,075,676	0.21%
21	Palms Crossing II LLC	16,838,293	0.20%
22	DHR Real Estate Management LLC	16,535,911	0.20%
23	Macy's Mall Real Estate LLC	15,378,718	0.19%
24	Daimler Trucks of North America LLC	14,637,876	0.18%
25	Bam River Valley LP	14,172,045	0.17%
		$ 787,539,513	9.57%

Source: ACFR
Certified Totals from Hidalgo County Appraisal District Table L-13
Top Taxpayer 2021 & 2012 6/30/22

Student Enrollment

Student enrollment trends are reviewed on a six weeks basis. Enrollment projections for fiscal year 2023-2024 were based on 2021-2022 and 2022-2023 trends. These factors were considered when projecting enrollment beyond fiscal year 2023-2024.





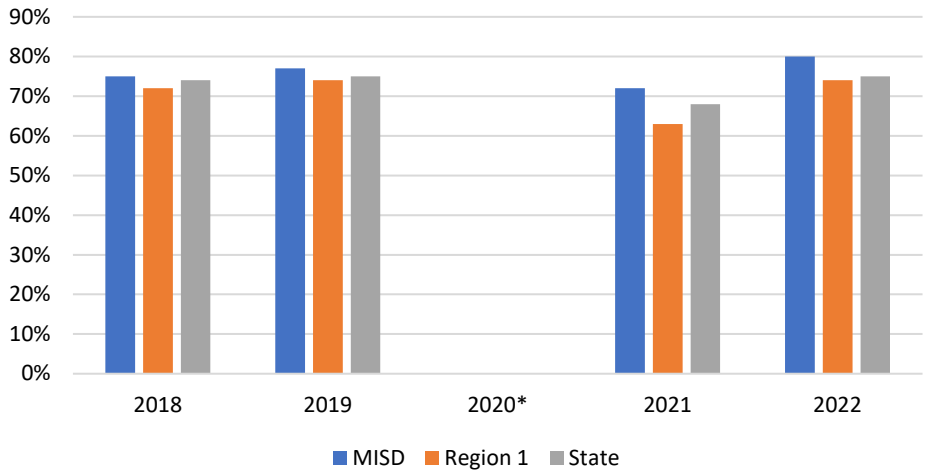
Performance Measures

In the 2011-2012 school year, State of Texas Assessments of Academic Readiness (STAAR) replaced Texas Assessment of Knowledge and Skills (TAKS) as the new assessment program of Texas. The Texas Education Agency (TEA) publishes the Texas Academic Performance Report (TAPR) in December for prior year assessments. These reports compare District averages with those of the Region and State. Below are graphs comparing the results of the five subjects tested:

*For the 2019-2020 school year, the STAAR test was cancelled due to the COVID-19 Pandemic.

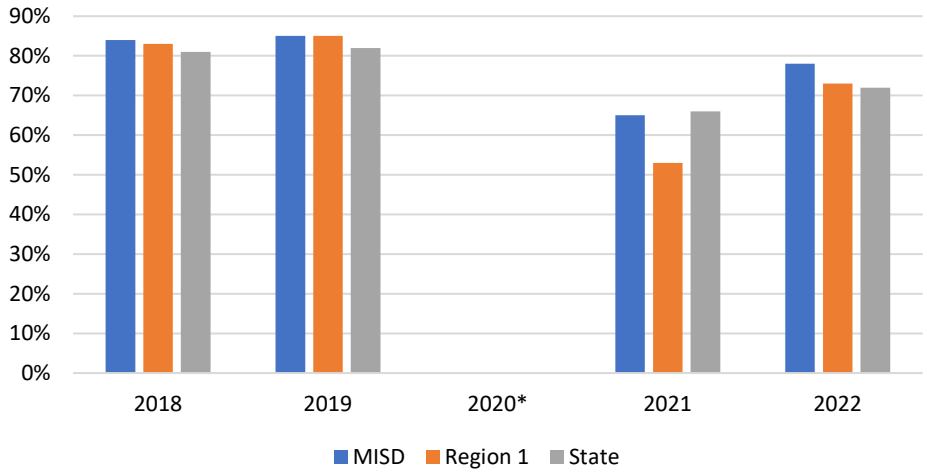
**Starting in 2021-2022, The Writing STAAR test has been embedded in the Reading STAAR test and is no longer tested separately.

STAAR - Reading (All Grades)



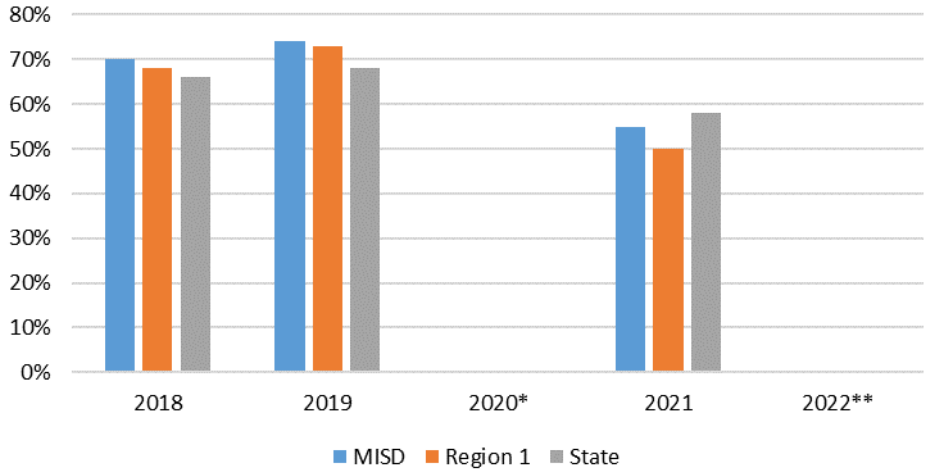
	2018	2019	2020*	2021	2022
MISD	75%	77%	N/A	72%	80%
Region 1	72%	74%	N/A	63%	74%
State	74%	75%	N/A	68%	75%

STAAR - Math (All Grades)



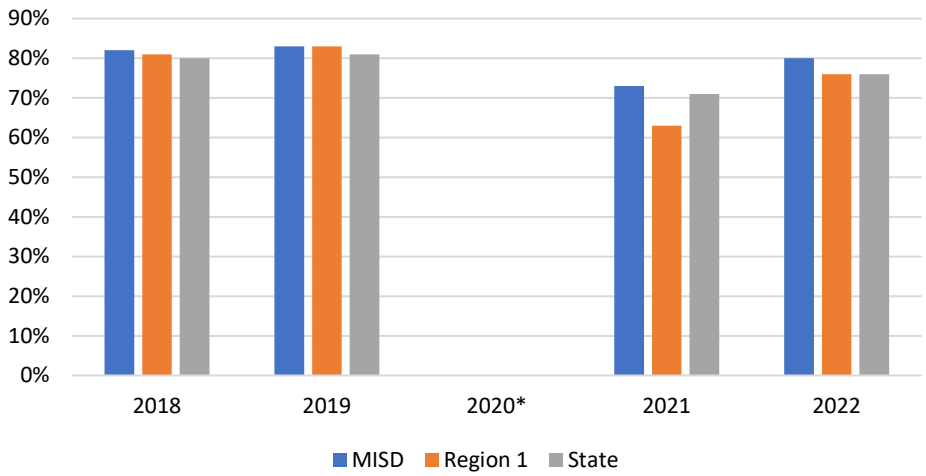
	2018	2019	2020*	2021	2022
MISD	84%	85%	N/A	65%	78%
Region 1	83%	85%	N/A	53%	73%
State	81%	82%	N/A	66%	72%

STAAR - Writing (All Grades)



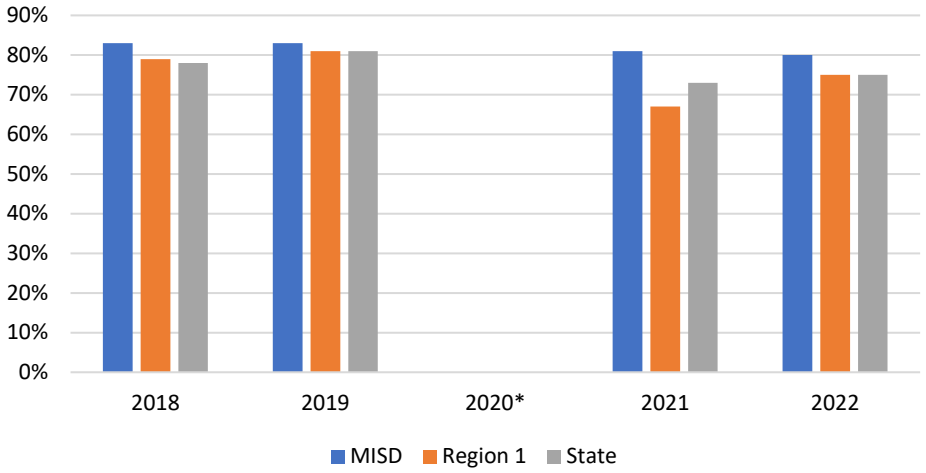
	2018	2019	2020*	2021	2022**
MISD	70%	74%	N/A	55%	N/A
Region 1	68%	73%	N/A	50%	N/A
State	66%	68%	N/A	58%	N/A

STAAR - Science (All Grades)



	2018	2019	2020*	2021	2022
MISD	82%	83%	N/A	73%	80%
Region 1	81%	83%	N/A	63%	76%
State	80%	81%	N/A	71%	76%

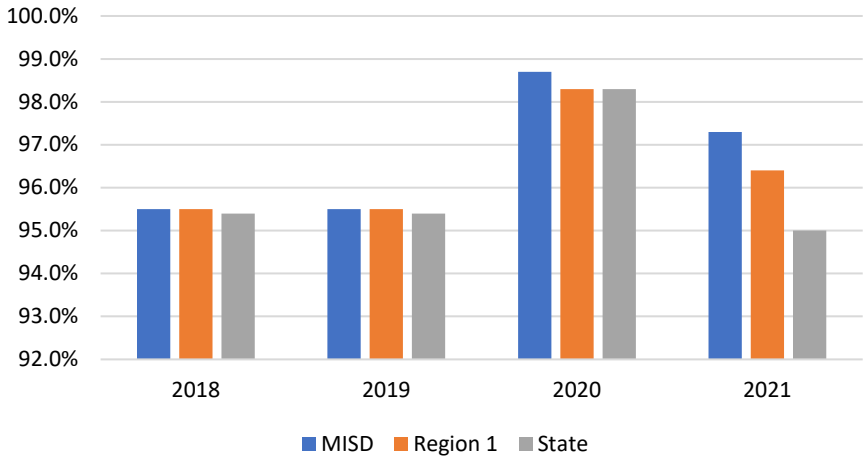
STAAR - Social Studies (All Grades)



	2018	2019	2020*	2021	2022
MISD	83%	83%	N/A	81%	80%
Region 1	79%	81%	N/A	67%	75%
State	78%	81%	N/A	73%	75%

The following rates are District indicators and their alignment to the Goals and Objectives implemented by the District:

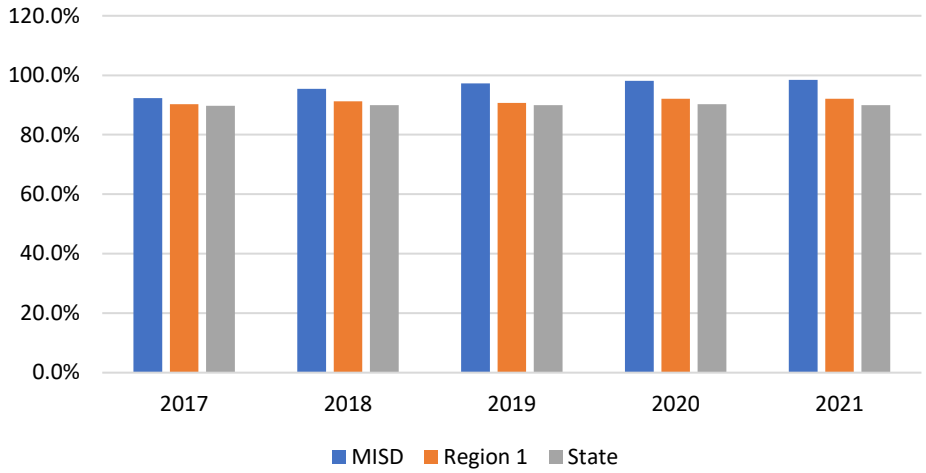
Attendance Rates



	2018	2019	2020	2021	2022*	2023**
MISD	95.5%	95.5%	98.7%	97.3%	91.9%	92.7%
Region 1	95.5%	95.5%	98.3%	96.4%	TBA	TBA
State	95.4%	95.4%	98.3%	95.0%	TBA	TBA

***2021-22 Texas Academic Performance Report (TAPR) will be published in December 2023**
****2022-23 MISD Rate is based on 4th Six Weeks Average, Texas Academic Performance Report (TAPR) will be published in December 2024**

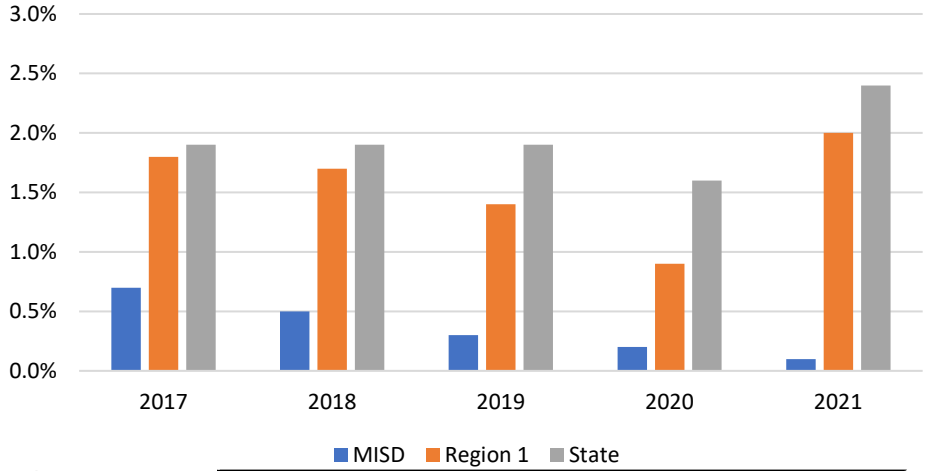
Graduation Rates (4 - Year)



	2017	2018	2019	2020	2021
MISD	92.3%	95.4%	97.3%	98.1%	98.4%
Region 1	90.3%	91.2%	90.7%	92.1%	92.1%
State	89.7%	90.0%	90.0%	90.3%	90.0%

2021-22 Graduation Rates will be published in the Texas Academic Performance Report (TAPR) in December 2023

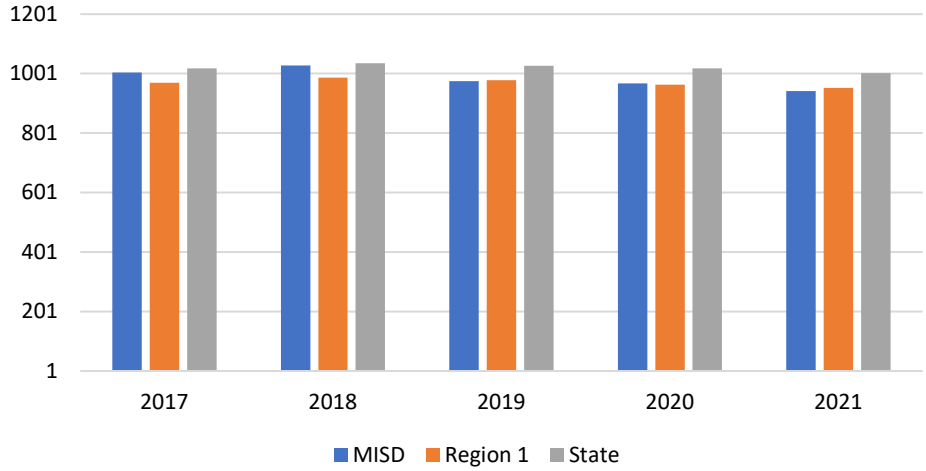
Dropout Rates (Gr 9-12)



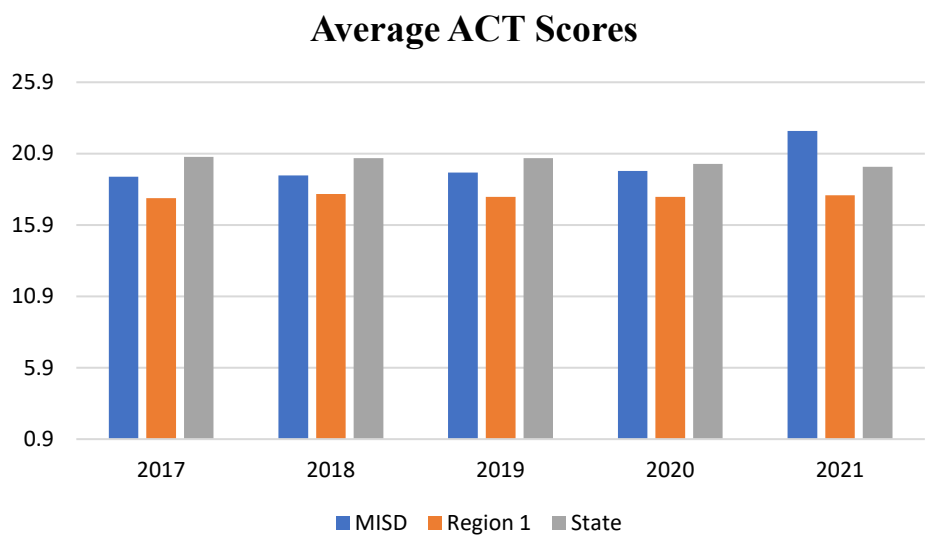
	2017	2018	2019	2020	2021
MISD	0.7%	0.5%	0.3%	0.2%	0.1%
Region 1	1.8%	1.7%	1.4%	0.9%	2.0%
State	1.9%	1.9%	1.9%	1.6%	2.4%

2021-22 Dropout Rates will be published in the Texas Academic Performance Report (TAPR) in December 2023

Average SAT Scores



	2017	2018	2019	2020	2021
MISD	1005	1028	975	968	942
Region 1	970	987	979	964	953
State	1019	1036	1027	1019	1002



	2017	2018	2019	2020	2021
MISD	19.3	19.4	19.6	19.7	22.5
Region 1	17.8	18.1	17.9	17.9	18.0
State	20.7	20.6	20.6	20.2	20.0

Percentage of free or reduced-price meals

The Food Service Department participates in the Community Eligibility Provision 4 (CEP) which increases the monthly free meal reimbursements from the Texas Department of Agriculture due to a rise in meal participation.

Section 104(a) of the Healthy, Hunger-Free Kids Act of 2010 (Act) amended section 11(a)(1) of the Richard B. Russell National School Lunch Act to provide an alternative that eliminates the need for household applications for free and reduced-price meals in high-poverty Local Education Agencies (LEA) and schools. This alternative, which is now part of the National School Lunch Program (NSLP) and School Breakfast Program (SBP), is referred to as the Community Eligibility Provision (CEP).

	CEP FY 2019	CEP FY 2020	CEP FY 2021	CEP FY 2022	CEP FY 2023
Free	82.45%	87.12%	89.10%	90.48%	91.22%
Reduced	-	-	-	-	-
Paid	17.55%	12.88%	10.90%	9.52%	8.78%

Debt Service Bond Amortization Schedule

Year	Principal	Interest	Sub-Total	Other Fees	Total Payment
2023-2024	5,340,000	1,389,000	6,729,000	5,000	6,734,000
2024-2025	5,290,000	1,165,500	6,455,500	5,000	6,460,500
2025-2026	5,475,000	985,900	6,460,900	5,000	6,465,900
2026-2027	5,695,000	766,900	6,461,900	5,000	6,466,900
2027-2028	5,885,000	584,600	6,469,600	5,000	6,474,600
2028-2029	6,080,000	396,150	6,476,150	5,000	6,481,150
2029-2030	6,280,000	201,300	6,481,300	5,000	6,486,300
Total Debt	**$40,045,000**	**$5,489,350**	**$45,534,350**	**$35,000**	**$45,569,350**

The Debt Service Bond Amortization Schedule above includes the Unlimited Tax Refunding Bonds Series 2020A and 2020B issued on October 15, 2020 in fiscal year 2020-2021.

Bond Ratings

During fiscal year 2022-2023, the District's bond ratings remained the same for Standard & Poor's and Moody's Investors Service.

BOND RATING

Standard & Poor's Rating "AA-"

Moody's Rating "Aa2"

****

BY VIRTUE OF THE PERMANENT SCHOOL FUNDS OF TEXAS:

The District's Unlimited Tax Refunding Bonds Series 2020A and 2020B Series

"Aaa" Rating

The District's Unlimited Tax Refunding Bond Series 2013A and Taxable Series 2013B

"Aaa" and "AAA" Rating

MCALLEN INDEPENDENT SCHOOL DISTRICT
ISSUE BY ISSUE OUTSTANDING DEBT OBLIGATIONS

Debt Obligations	Funding Source	Original Date of Issue	Maturity Date	Interest Rate Payable	Purpose	Principal Amount of Original Issue	Outstanding Balance as of 06/30/2022	*Outstanding Total Debt Per Capita	Spent
Series 2013A Unlimited Tax Refunding Bonds	Interest and Sinking	6/4/2013	2/15/2023	2.00% - 5.00%	Bond Refunding	$ 64,465,000	$ 3,920,000	$ 26.35	X
Series 2013B Unlimited Tax Refunding Bonds	Interest and Sinking	6/4/2013	2/15/2023	2.00% - 4.00%	Bond Refunding	$ 17,355,000	$ 1,055,000	$ 7.09	X
Series 2020A Unlimited Tax Refunding Bonds	Interest and Sinking	10/30/2020	2/15/2030	2.00% - 5.00%	Bond Refunding	$ 8,075,000	$ 8,005,000	$ 53.82	X
Series 2020B Unlimited Tax Refunding Bonds	Interest and Sinking	10/30/2020	2/15/2030	3.00% - 4.00%	Bond Refunding	$ 32,800,000	$ 32,240,000	$ 216.74	X
Subtotal For Interest and Sinking						**$ 122,695,000**	**$ 45,220,000**		
Series 2011 Maintenance Tax Qualified School Construction Notes	Maintenance and Operations	12/20/2011	2/15/2026	4.66%	Energy Conservation Projects	$ 16,485,000	$ 16,485,000 Funds required by ordinance to be set aside as a restricted asset for maturity in 2026	$ 110.82	X
Series 2012 Maintenance Tax Qualified School Construction Notes	Maintenance and Operations	6/15/2012	8/15/2026	4.24%	Roof Replacement at Alvarez Elementary	$ 901,000	$ 326,000	$ 2.19	X
Series 2020 Maintenance Tax Qualified School Construction Notes	Maintenance and Operations	2/11/2020	2/15/2039	4.00 % - 5.00%	Facilities Maintenance	$ 24,010,000	$ 22,385,000	$ 150.49	X
Subtotal For Maintenance and Operations						**$ 41,396,000**	**$ 39,196,000**		
Grand Total						**$ 164,091,000**	**$ 84,416,000**	**$ 567.50**	

*Outstanding Total Debt Per Capita calculated as follows:
Outstanding Balance divided by Population 148,750
3,920,000 = 26.35

Definition of Overlapping Debt

Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the District. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and the businesses of the District. This process recognizes that, when considering the district's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

Political Subdivision	*Gross Debt Amounts	As of	Applicable to MISD	Overlapping Debt
DIRECT DEBT				
McAllen ISD - Bonds	$ 50,939,850	6/30/2022	100.00%	$ 50,939,850
McAllen ISD - Capital Leases	435,340	6/30/2022	100.00%	435,340
McAllen ISD - Maintenance Tax Notes	43,764,129	6/30/2022	100.00%	43,764,129
	$ 95,139,319			$ 95,139,319
OVERLAPPING DEBT				
Edinburg, City Of	$ 108,870,000	6/30/2022	0.50%	$ 544,350
Hidalgo Co.	380,945,000	6/30/2022	20.23%	77,065,174
Hidalgo Co DD #1	263,339,000	6/30/2022	21.06%	55,459,193
McAllen, City Of	96,040,000	6/30/2022	77.24%	74,181,296
South Texas College	120,909,693	6/30/2022	18.99%	22,960,751
Total Net Overlapping Debt				230,210,764
Total Direct and Overlapping Debt:				$ 325,350,083

* Gross Debt Amounts include related premium.

** Overlapping percentage is calculated as follows:
Shared market value between entities from the Appraisal District divided by the total market value of each entity.

*** The overlapping debt is calculated as follows:
The gross debt multiplied by the overlapping percentage = overlapping debt

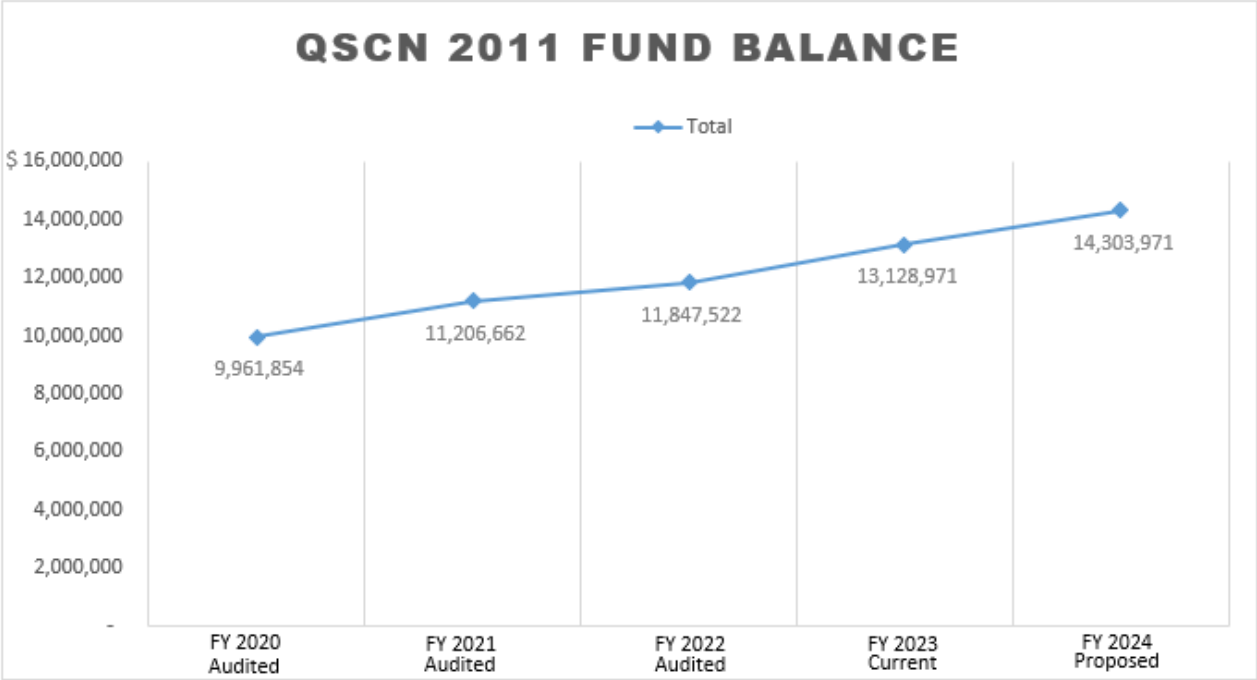
Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the District. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and the businesses of the District. This process recognizes that, when considering the district's ability to issue and repay long term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

ACFR
Table L-15
6/30/22

Source: Municipal Advisory Council of Texas

Maintenance Tax Notes Fund Balance

This account is recorded as Other Restrictions of Fund Balance in the General Fund. These funds are required by ordinance to be set aside to pay the maintenance tax notes debt due 2026. Proceeds from the sale of the notes were used for the purpose of energy efficiency projects district wide. These funds are managed by Bank of New York Mellon serving as Trustee of the District.



	Audited			Current	Proposed
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Total Revenues	$ 2,202,726	$ 3,986,372	$ 3,384,972	$ 4,019,379	$ 3,919,640
Total Expenditures	858,613	2,741,564	2,744,111	2,737,930	2,744,640
Excess (Deficiency of Revenues Over (Under) Expenditures	1,344,113	1,244,808	640,860	1,281,448	1,175,000
Total Other Financing Sources and (Uses)	-	-	-	-	-
Net Change in Fund Balances	1,344,113	1,244,808	640,860	1,281,448	1,175,000
Fund Balances - Beginning	8,617,741	9,961,854	11,206,662	11,847,522	13,128,971
Fund Balances - Ending	$ 9,961,854	$ 11,206,662	$ 11,847,522	$ 13,128,971	$ 14,303,971

Maintenance Tax Notes Amortization Schedule

QSCN-2011 Fund 197	QSCN-2012 Fund 197	MTN-2020 Fund 197	Annual Debt Requirements	Pmt. Date Fiscal Yr.	Principal/ Interest
	65,000.00		65,000.00	08-15	P
384,100.50	5,533.20	481,025.00	870,658.70	08-15	I
1,180,000.00		925,000.00	2,105,000.00	02-15	P
384,100.50	4,155.20	481,025.00	869,280.70	02-15	I
			2,170,000.00		P TOTAL
			1,739,939.40		I TOTAL
			3,909,939.40	**2023-24**	**P&I TOTAL**
	65,000.00		65,000.00	08-15	P
384,100.50	4,155.20	457,900.00	846,155.70	08-15	I
1,180,000.00		970,000.00	2,150,000.00	02-15	P
384,100.50	2,777.20	457,900.00	844,777.70	02-15	I
			2,215,000.00		P TOTAL
			1,690,933.40		I TOTAL
			3,905,933.40	**2024-25**	**P&I TOTAL**
	65,000.00		65,000.00	08-15	P
384,100.50	2,777.20	433,650.00	820,527.70	08-15	I
1,180,000.00		1,020,000.00	2,200,000.00	02-15	P
384,100.50	1,399.20	433,650.00	819,149.70	02-15	I
			2,265,000.00		P TOTAL
			1,639,677.40		I TOTAL
			3,904,677.40	**2025-26**	**P&I TOTAL**
	66,000.00		66,000.00	08-15	P
	1,399.20	408,150.00	409,549.20	08-15	I
		1,070,000.00	1,070,000.00	02-15	P
		408,150.00	408,150.00	02-15	I
			1,136,000.00		P TOTAL
			817,699.20		I TOTAL
			1,953,699.20	**2026-27**	**P&I TOTAL**
			0.00	08-15	P
		381,400.00	381,400.00	08-15	I
		1,120,000.00	1,120,000.00	02-15	P
		381,400.00	381,400.00	02-15	I
			1,120,000.00		P TOTAL
			762,800.00		I TOTAL
			1,882,800.00	**2027-28**	**P&I TOTAL**
			0.00	08-15	P
		353,400.00	353,400.00	08-15	I
		1,180,000.00	1,180,000.00	02-15	P
		353,400.00	353,400.00	02-15	I
			1,180,000.00		P TOTAL
			706,800.00		I TOTAL
			1,886,800.00	**2028-29**	**P&I TOTAL**
			0.00	08-15	P
		323,900.00	323,900.00	08-15	I
		1,235,000.00	1,235,000.00	02-15	P
		323,900.00	323,900.00	02-15	I
			1,235,000.00		P TOTAL
			647,800.00		I TOTAL
			1,882,800.00	**2029-30**	**P&I TOTAL**

			0.00	08-15	P
		293,025.00	293,025.00	08-15	I
		1,300,000.00	1,300,000.00	02-15	P
		293,025.00	293,025.00	02-15	I
			1,300,000.00		P TOTAL
			586,050.00		I TOTAL
			1,886,050.00	**2030-31**	**P&I TOTAL**
			0.00	08-15	P
		260,525.00	260,525.00	08-15	I
		1,365,000.00	1,365,000.00	02-15	P
		260,525.00	260,525.00	02-15	I
			1,365,000.00		P TOTAL
			521,050.00		I TOTAL
			1,886,050.00	**2031-32**	**P&I TOTAL**
			0.00	08-15	P
		226,400.00	226,400.00	08-15	I
		1,435,000.00	1,435,000.00	02-15	P
		226,400.00	226,400.00	02-15	I
			1,435,000.00		P TOTAL
			452,800.00		I TOTAL
			1,887,800.00	**2032-33**	**P&I TOTAL**
			0.00	08-15	P
		197,700.00	197,700.00	08-15	I
		1,490,000.00	1,490,000.00	02-15	P
		197,700.00	197,700.00	02-15	I
			1,490,000.00		P TOTAL
			395,400.00		I TOTAL
			1,885,400.00	**2033-34**	**P&I TOTAL**
			0.00	08-15	P
		167,900.00	167,900.00	08-15	I
		1,550,000.00	1,550,000.00	02-15	P
		167,900.00	167,900.00	02-15	I
			1,550,000.00		P TOTAL
			335,800.00		I TOTAL
			1,885,800.00	**2034-35**	**P&I TOTAL**
			0.00	08-15	P
		136,900.00	136,900.00	08-15	I
		1,610,000.00	1,610,000.00	02-15	P
		136,900.00	136,900.00	02-15	I
			1,610,000.00		P TOTAL
			273,800.00		I TOTAL
			1,883,800.00	**2035-36**	**P&I TOTAL**
			0.00	08-15	P
		104,700.00	104,700.00	08-15	I
		1,675,000.00	1,675,000.00	02-15	P
		104,700.00	104,700.00	02-15	I
			1,675,000.00		P TOTAL
			209,400.00		I TOTAL
			1,884,400.00	**2036-37**	**P&I TOTAL**

			0.00	08-15	P
		71,200.00	71,200.00	08-15	I
		1,745,000.00	1,745,000.00	02-15	P
		71,200.00	71,200.00	02-15	I
			1,745,000.00		P TOTAL
			142,400.00		I TOTAL
			1,887,400.00	**2037-38**	**P&I TOTAL**
			0.00	08-15	P
		36,300.00	36,300.00	08-15	I
		1,815,000.00	1,815,000.00	02-15	P
		36,300.00	36,300.00	02-15	I
			1,815,000.00		P TOTAL
			72,600.00		I TOTAL
			1,887,600.00	**2038-39**	**P&I TOTAL**
TOTAL OUTSTANDING					
3,540,000.00	261,000.00	21,505,000.00	25,306,000.00		P TOTAL
2,304,603.00	22,196.40	8,668,150.00	10,994,949.40		I TOTAL
			(2,326,798.00)		INTEREST SUBSIDY AVAILABLE
5,844,603.00	283,196.40	30,173,150.00	**33,974,151.40**		**P&I TOTAL**

Tax Rate Worksheets

2023 Tax Rate Calculation Worksheet

Form 50-859

School Districts without Chapter 313 Agreements

MCALLEN I S D 1

School District's Name

Phone *(area code and number)*

School District's Address, City, State, ZIP Code

School District's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submit the rates to the governing body by Aug. 7 or as soon thereafter as practicable. Tax Code Section 26.04(e-1) does not require school districts to certify the tax rate calculations.

This worksheet is for **school districts without Chapter 313 agreements only.** School districts that have a Chapter 313 agreement should use Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School Districts with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form. Use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

All other taxing units should use Comptroller Form 50-856 *Tax Rate Calculation, Taxing Units Other Than School Districts or Water Districts*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The Texas Education Agency (TEA) provides detailed information on and guidance to school districts in calculating their tax rates. Please review and rely on information provided by TEA when completing this worksheet. Additionally, the information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The no-new-revenue (NNR) tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of revenue if applied to the same properties that are taxed in both years (no new taxes). When appraisal values increase, the NNR tax rate should decrease.

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
1.	**2022 total taxable value.** Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude one-fourth and one-third over-appraisal corrections made under Tax Code Section 25.25(d) from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2). [1]		$ 9,081,352,715
2.	**2022 tax ceilings.** Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled [2]		$ 855,021,283
3.	**Preliminary 2022 adjusted taxable value.** Subtract Line 2 from Line 1.		$ 8,226,331,432
4.	**2022 total adopted tax rate**.		$ 1.0964 /$100
5.	**2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value.**		
	A. Original 2022 ARB values:	$ 0	
	B. 2022 values resulting from final court decisions:	– $ 0	
	C. 2022 value loss. Subtract B from A. [3]		$ 0
6.	**2022 taxable value subject to an appeal under Chapter 42, as of July 25.**		
	A. 2022 ARB certified value:	$ 0	
	B. 2022 disputed value:	– $ 0	
	C. 2022 undisputed value. Subtract B from A. [4]		$ 0
7.	**2022 Chapter 42-related adjusted values.** Add Line 5 and 6.		$ 0
8.	**2022 taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.		$ 8,226,331,432
9.	**2022 taxable value of property in territory the school deannexed after Jan. 1, 2022** Enter the 2022 value of property in deannexed territory. [5]		$ 0

[1] Tex. Tax Code § 26.012(14
[2] Tex. Tax Code § 26.012(14)
[3] Tex. Tax Code § 26.012(13)
[4] Tex. Tax Code § 26.012(13)
[5] Tex. Tax Code § 26.012(15)

DRAFT

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
10.	**2022 taxable value lost because property first qualified for an exemption in 2023** If the school district increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport goods-in-transit, or temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use 2022 market value: $ 2,096,692 **B. Partial exemptions.** 2023 exemption amount or 2023 percentage exemption times 2022 value: + $ 35,623,668 **C. Value loss.** Add A and B. [6]	$ 37,720,360
11.	**2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in 2023.** Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2022. **A. 2022 market value.** $ 0 **B. 2023 productivity or special appraised value:** - $ 0 **C. Value loss.** Subtract B from A. [7]	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 37,720,360
13.	**Adjusted 2022 taxable value.** Subtract Line 12 from Line 8.	$ 8,188,611,072
14.	**Adjusted 2022 total levy.** Multiply Line 4 by Line 13 and divide by $100.	$ 89,779,931
15.	**Taxes refunded for years preceding tax year 2022.** Enter the amount of taxes refunded by the district for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. [8]	$ 355,013
16.	**Adjusted 2022 levy with refunds.** Add Line 14 and Line 15. [9] Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, subtract the amount of taxes the governing body dedicated to the junior college district in 2022 from the result.	$ 90,134,944
17.	**Total 2023 taxable value on the 2023 certified appraisal roll today.** This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 19). These homesteads include homeowners age 65 or older or disabled. [10] **A. Certified values.** [11] $ 9,297,539,719 **B. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - $ 0 **C. Total 2023 value.** Subtract B from A.	$ 9,297,539,719
18.	**Total value of properties under protest or not included on certified appraisal roll.** [12] **A. 2023 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [13] $ 1,688,144,140 **B. 2023 value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives school districts a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties are also not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value not on the roll. [14] + $ 0 **C. Total value under protest or not certified.** Add A and B.	$ 1,688,144,140
19.	**2023 tax ceilings.** Enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. [15]	$ 991,260,236

[6] Tex. Tax Code § 26.012(15)
[7] Tex. Tax Code § 26.012(15)
[8] Tex. Tax Code § 26.012(13)
[9] Tex. Tax Code § 26.012(13)
[10] Tex. Tax Code §§ 26.012, 26.04(c-2)
[11] Tex. Tax Code § 26.012(6)
[12] Tex. Tax Code § 26.01(c) and (d)
[13] Tex. Tax Code § 26.01(c)
[14] Tex. Tax Code § 26.01(d)
[15] Tex. Tax Code § 26.012(6)(B)

DRAFT

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
20.	**2023 total taxable value.** Add Lines 17C and 18C. Subtract Line 19.	$ 9,994,423,623
21.	**Total 2023 taxable value of properties in territory annexed after Jan. 1, 2023.** Include both real and personal property. Enter the 2023 value of property in territory annexed by the school district.	$ 0
22.	**Total 2023 taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the school district after Jan. 1, 2022, and be located in a new improvement.	$ 131,512,322
23.	**Total adjustments to the 2023 taxable value.** Add lines 21 and 22.	$ 131,512,322
24.	**Adjusted 2023 taxable value.** Subtract line 23 from line 20.	$ 9,862,911,301
25.	**2023 NNR tax rate.** Divide line 16 by line 24 and multiply by $100.	$ 0.9138 /$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. Most school districts calculate a voter-approval tax rate that is split into three separate rates. [18]

1. **Maximum Compressed Tax Rate (MCR):** A district's maximum compressed tax rate is defined as the tax rate for the current tax year per $100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment. [19]
2. **Enrichment Tax Rate :** [20] A district's enrichment tax rate is defined as any tax effort in excess of the district's MCR and less than $0.17. The enrichment tax rate is divided into golden pennies and copper pennies. School districts can claim up to 8 golden pennies, not subject to compression, and 9 copper pennies which are subject to compression with any increases in the guaranteed yield. [21]
3. **Debt Rate:** The debt rate includes the debt service necessary to pay the school district's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The MCR and Enrichment Tax Rate added together make up the school district's maintenance and operations (M&O) tax rate. Districts cannot increase the district's M&O tax rate to create a surplus in M&O tax revenue for the purpose of paying the district's debt service. [22]

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate (disaster pennies) in the calculation this year. This adjustment will be made in Section 4 of this worksheet.

A district must complete an efficiency audit before seeking voter approval to adopt a M&O tax rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district's website 30 days prior to the election. [23] Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two-year period following the date of the *declaration without conducting an efficiency audit.* [24]

Districts should review information from TEA when calculating their voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
26.	**2023 maximum compressed tax rate (MCR).** TEA will publish compression rates based on district and statewide property value growth. Enter the school districts' maximum compressed rate based on guidance from TEA. [25]	$ 0.8052 /$100
27.	**2023 enrichment tax rate.** Enter the greater of A and B. [26] A. Enter the district's 2022 enrichment tax rate, minus any required reduction under Education Code Section 48.202(f) ..... $ 0.1286 /$100 B. $0.05 per $100 of taxable value ..... $ 0.0500 /$100	$ 0.1286 /$100
28.	**2023 maintenance and operations (M&O) tax rate.** Add Lines 26 and 27. Note: M&O tax rate may not exceed the sum of $0.17 and the district's maximum compressed rate. [27]	$ 0.9338 /$100

[16] [Reserved for expansion]
[17] [Reserved for expansion]
[18] Tex. Tax Code §26.08(n)
[19] Tex. Edu. Code §48.2551(a)(3)
[20] Tex. Tax Code §26.08(j) and Tex. Edu. Code §45.0032
[21] Tex. Edu. Code §§48.202(a-1)(2) and 48.202(f)
[22] Tex. Edu. Code §45.0021(a)
[23] Tex. Edu. Code §11.184(b)
[24] Tex. Edu. Code §11.184(b-1)
[25] Tex. Edu. Code §§48.255, 48.2551(b)(1) and (b)(2)
[26] Tex. Tax Code §26.08(n)(2)
[27] Tex. Edu. Code §45.003(e)

DRAFT

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
29.	**Total 2023 debt to be paid with property tax revenue.** Debt means the interest and principal that will be paid on debts that: (1) Are paid by property taxes; (2) Are secured by property taxes; (3) Are scheduled for payment over a period longer than one year; and (4) Are not classified in the school district's budget as M&O expenses. A. **Debt** includes contractual payments to other school districts that have incurred debt on behalf of this school district, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2022, verify if it meets the amended definition of debt before including it here.[28] Enter debt amount: ..... $ 6,734,000 B. Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ 0 C. Subtract **state aid** received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment program. ..... – $ 0 D. **Adjust debt:** Subtract B and C from A.	$ 6,734,000
30.	**Certified 2022 excess debt collections.** Enter the amount certified by the collector.[29]	$ 0
31.	**Adjusted 2023 debt.** Subtract line 30 from line 29D.	$ 6,734,000
32.	**2023 anticipated collection rate.** If the anticipated rate in A is lower than actual rates in B, C and D, enter the lowest rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.[30] A. Enter the 2023 anticipated collection rate certified by the collector.[31] 100.00 % B. Enter the 2022 actual collection rate 97.82 % C. Enter the 2021 actual collection rate 101.65 % D. Enter the 2020 actual collection rate 100.79 %	100.00 %
33.	**2023 debt adjusted for collections.** Divide Line 31 by Line 32. Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, add the amount of taxes the governing body proposes to dedicate to the junior college district in 2022 to the result.	$ 6,734,000
34.	**2023 total taxable value.** Enter the amount on Line 20 of the *No-New-Revenue Tax Rate Worksheet.*	$ 9,994,423,623
35.	**2023 debt rate.** Divide Line 33 by Line 34 and multiply by $100.	$ 0.0673 /$100
36.	**2023 voter-approval tax rate.** Add Lines 28 and 35. If the school district received distributions from an equalization tax imposed under former Chapter 18, Education Code, add the NNR tax rate as of the date of the county unit system's abolition to the sum of Lines 28 and 35.[32]	$ 1.0011 /$100

SECTION 3: Voter-Approval Tax Rate Adjustment for Pollution Control

A school district may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The school district's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The school district must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a school district that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
37.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ.[33] The school district shall provide its tax assessor with a copy of the letter.[34]	$ 0

[28] Tex. Tax Code § 26.012(7)
[29] Tex. Tax Code §§26.012(10) and 26.04(b)
[30] Tex. Tax Code §§26.04(h), (h-1) and (h-2)
[31] Tex. Tax Code §26.04(b)
[32] Tex. Tax Code §26.08(g)
[33] Tex. Tax Code § 26.045(d)
[34] Tex. Tax Code § 26.045(i)

DRAFT

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
38.	**2023 total taxable value.** Enter the amount on Line 20 of the *No-New-Revenue Tax Rate Worksheet.*	$ 9,994,423,623
39.	**Additional rate for pollution control.** Divide line 37 by line 38 and multiply by $100.	$ 0 /$100
40.	**20223 voter-approval tax rate, adjusted for pollution control.** Add line 36 and line 39.	$ 1.0011 /$100

SECTION 4: Voter-Approval Tax Rate Adjustment in Year Following Disaster

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate in the calculation this year. [35] As such, it must reduce its voter-approval tax rate for the current tax year.

This section applies to a school district in a disaster area that adopts a tax rate greater than its voter-approval tax rate without holding an election in the prior year, as provided for by Tax Code Section 26.042(e).

Line	Prior Year Disaster Adjustment Worksheet	Amount/Rate
41.	**2022 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1.0964 /$100
42.	**2022 voter-approval tax rate.** If the school district adopted a tax rate above the 2021 voter-approval tax rate without holding an election due to a disaster, enter the voter-approval tax rate from the prior year's worksheet.	$ 1.1013 /$100
43.	**Increase in 2022 tax rate due to disaster (disaster pennies).** Subtract Line 42 from Line 41.	$ -0.0049 /$100
44.	**2023 voter-approval tax rate, adjusted for prior year disaster.** Subtract Line 43 from one of the following lines (as applicable): Line 36 or Line 40 (school districts with pollution control).	$ 1.0060 /$100

SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue Tax Rate..... $ 0.9138 /$100

Enter the 2023 NNR tax rate from Line 25.

Voter-Approval Tax Rate..... $ 1.0011 /$100

As applicable, enter the 2023 voter-approval tax rate from Line 36, Line 40 or Line 44. Indicate the line number used: 44

SECTION 6: School District Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the school district. By signing below, you certify that you are the designated officer or employee of the school district and have calculated the tax rates in accordance with requirements in Tax Code and Education Code. [36]

print here

Printed Name of School District Representative

sign here

School District Representative Date

DRAFT

[35] Tex. Tax Code §26.042(f) and Tex. Edu. Code § 45.0032(d)
[36] Tex. Tax Code §26.04(c)

Pay Information

MCALLEN ISD

2023 - 2024 Teacher / Librarian Minimum Hiring Pay Structure

Pay Grade	Job Title	Work Days		Minimum (0 year)	Maximum (25+ years)
			Daily	$278.88	$352.03
	Teacher	187	187	$52,150	$65,830
	Librarian	197	197	$54,939	$69,350

MCALLEN ISD

2023 - 2024
Administrative Education Pay Structure

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
1			**Daily**	**$218.63**	**$265.00**	**$311.38**
	Piano Accompanist	187	**187**	$40,884	$49,555	$58,228
2			**Daily**	**$257.98**	**$312.70**	**$367.42**
	Attendance Officer	207	**187**	$48,242	$58,475	$68,708
	Assistant, Speech Pathology (SpEd & RDSPD)	192	**192**	$49,532	$60,038	$70,545
	Audiologist Assistant	197	**197**	$50,822	$61,602	$72,382
	Nurse (All Level)	192, 226	**201**	$51,854	$62,853	$73,851
	Social Worker	187	**207**	$53,402	$64,729	$76,056
	Specialist, Graduation	201	**226**	$58,303	$70,670	$83,037
	Specialist, Parent & Family Engagement	187				
	Specialist, Prevention	226				
	Specialist, Prevention Intervention	207, 226				
	Specialist, Prevention Intervention - STOP	226				
	Specialist, RDSPD Student Support	207				
	Specialist, STOP Prevention	207				
	Specialist, Student Transfer	226				
3			**Daily**	**$290.23**	**$351.79**	**$413.35**
	Athletic Trainer	205	**190**	$55,144	$66,840	$78,537
	Campus Testing Coordinator	201	**192**	$55,724	$67,544	$79,363
	Coordinator, IB Program	203	**201**	$58,336	$70,710	$83,083
	Counselor (ES, MS, HS)	190, 201, 203	**203**	$58,917	$71,413	$83,910
	District Nurse	226	**205**	$59,497	$72,117	$84,737
	Evaluator, Federal/Special Funds	226	**212**	$61,529	$74,579	$87,630
	Gear-Up Facilitator	201, 203	**217**	$62,980	$76,338	$89,697
	Head Nurse (HS)	201	**221**	$64,141	$77,746	$91,350
	Manager, Family Treatment Program	226	**226**	$65,592	$79,505	$93,417
	Social Services Case Manager	212				
	Specialist, College Admissions/Scholarships	201				
	Specialist, College/Career Readiness	201				
	Specialist, Emotional Quotient	192				
	Specialist, Grant Development & Compliance	212				
	Specialist, Instructional Technology	217				
	Strategist, Early Literacy (K-3)	221				
	Strategist, Federal Programs	226				
	Strategist, Math (K-3)	221				
	Strategist, Professional Learning	221				
	Strategist, RDSPD Instructional	203				
4			**Daily**	**$304.74**	**$369.38**	**$434.02**
	Assistant Principal, Elementary	207	**197**	$60,034	$72,768	$85,502
	Counselor, Lead	207	**203**	$61,862	$74,984	$88,106
	Diagnostician (SpEd & RDSPD)	197	**207**	$63,081	$76,462	$89,842
	Diagnostician, Dyslexia	197				
	Psychology/LSSP	203				

MCALLEN ISD

2023 - 2024
Administrative Education Pay Structure

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
5			**Daily**	**$321.92**	**$387.85**	**$453.78**
	Assistant Principal, MS	207, 212	**192**	$61,809	$74,467	$87,126
	Coordinator, Advance Academics	221	**197**	$63,418	$76,406	$89,395
	Coordinator, Career Technical Education	221	**207**	$66,637	$80,285	$93,932
	Coordinator, College Readiness	226	**212**	$68,247	$82,224	$96,201
	Coordinator, Early Childhood Instruction	221	**217**	$69,857	$84,163	$98,470
	Coordinator, Fine Arts	221	**221**	$71,144	$85,715	$100,285
	Coordinator, Gifted & Talented	221	**226**	$72,754	$87,654	$102,554
	Coordinator, Instructional Materials	226				
	Coordinator, Language Arts (Sec)	221				
	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, Special Education	221				
	Coordinator, Student Assessment (Elem & Sec)	226				
	Occupational Therapist	197				
	School Improvement Facilitator (MS & HS)	212, 217				
	Speech Pathologist (SpEd & RDSPD)	192				
6			**Daily**	**$345.34**	**$411.12**	**$476.90**
	Assistant Director, Student Operations	226	**212**	$73,212	$87,157	$101,103
	Assistant Principal (I&G, AECHS, Lamar)	212, 222	**222**	$76,665	$91,269	$105,872
	Assistant Principal, HS	212, 222	**226**	$78,047	$92,913	$107,779
	Coordinator, Title I Migrant	226				
	Dean of Instruction	222				
	Instructional Support Officer	226				
7			**Daily**	**$370.42**	**$435.79**	**$501.16**
	Assistant Director, Athletics	226	**226**	$83,715	$98,489	$113,262
	Coordinator, Athletic Head Coach	226				
8			**Daily**	**$392.65**	**$461.94**	**$531.23**
	Director, Bilingual/ESL/Foreign Language	226	**212**	$83,242	$97,931	$112,621
	Director, Career Technical Education	226	**226**	$88,739	$104,398	$120,058
	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, Section 504/RTI/Dyslexia	226				
	Director, Special Ed Teaching & Learning	226				
	Director, Student Assessment	226				
	Principal (Elem & I&G)	212				

MCALLEN ISD

2023 - 2024
Administrative Education Pay Structure

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
9			**Daily**	**$416.21**	**$489.66**	**$563.11**
	Director, Advanced Academics	226	**217**	$90,318	$106,256	$122,195
	Director, Athletics	226	**226**	$94,063	$110,663	$127,263
	Director, Fine Arts	226				
	Director, Special Funding (ESSER)	226				
	Director, State-Federal Program	226				
	Dir, UTRGV-McAllen ISD College Academy	226				
	Principal, (AECHS & Lamar)	226				
	Principal, MS	217				
10			**Daily**	**$441.18**	**$519.04**	**$596.90**
	Executive Director, Special Education	226	**226**	$99,707	$117,303	$134,899
	Principal, HS	226				
11			**Daily**	**$498.10**	**$586.00**	**$673.90**
	Assistant Supt, Instructional Services	226	**226**	$112,571	$132,436	$152,301
	Associate Supt, Instructional Leadership	226				

MCALLEN ISD

2023 - 2024
Administrative Management Pay Structure

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
1			**Daily**	**$202.13**	**$245.00**	**$287.88**
	Buyer	226	226	$45,681	$55,370	$65,061
	Specialist, Budget & Cost	226				
	Specialist, Cybersecurity Project	226				
	Specialist, Sourcing & Cost (CN)	226				
	Specialist, Student Outreach	226				
2			**Daily**	**$217.58**	**$262.15**	**$306.72**
	Specialist, Facilities Safety	226	**226**	$49,173	$59,246	$69,319
	Specialist, Inventory & Receiving (CN)	226				
	Supervisor, Operations (CN)	226				
	Supervisor, Production (CN)	226				
	Specialist, Fixed Assets & Inventory	226				
	Specialist, Student Data	226				
	Specialist, Technology Services Project	226				
	Supervisor, Transportation Mechanic Shop	226				
	Supervisor, Warehouse	226				
3			**Daily**	**$232.82**	**$280.50**	**$328.19**
	Internal Staff Auditor	226	**221**	$51,453	$61,991	$72,530
	Senior Buyer	226	**226**	$52,617	$63,393	$74,171
	Specialist, Cybersecurity	226				
	Specialist, Systems & Data	226				
	Specialist, Technology Resources	226				
	Staff Accountant I	226				
	Student Support Officer	221				
4			**Daily**	**$252.95**	**$302.94**	**$352.93**
	Analyst, Compensation/HR	226	**217**	$54,890	$65,738	$76,586
	Specialist, Child Nutrition Menu & Production	226	**226**	$57,167	$68,464	$79,762
	Specialist, Child Nutrition Procurement	226				
	Specialist, Computer Network	226				
	Specialist, Finance (CN)	226				
	Specialist, Finance & Operations	226				
	Specialist, Content	217				
	Staff Accountant II	226				
	Systems Analyst, Child Nutrition Program	226				
5			**Daily**	**$273.20**	**$327.18**	**$381.16**
	MITV Producer	217	**217**	$59,284	$70,998	$82,712
	Network Analyst	226	**226**	$61,743	$73,943	$86,142
	Police Captain	226				
	Project Manager, Facilities Contruction	226				
	Systems Analyst	226				

MCALLEN ISD

2023 - 2024
Administrative Management Pay Structure

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
6			**Daily**	**$303.69**	**$361.53**	**$419.37**
	Coordinator, Accounting	226	**226**	$68,634	$81,706	$94,778
	Coordinator, Budget	226				
	Coordinator, Child Nutrition Operations	226				
	Coordinator, Cybersecurity & Compliance	226				
	Coordinator, Marketing	226				
	Coordinator, Network	226				
	Coordinator, Payroll	226				
	Coordinator, Purchasing	226				
	Coordinator, Risk Management	226				
	Coordinator, Student Data-PEIMS	226				
	Coordinator, Student Enrollment & Attendance	226				
	Coordinator, Systems & Data	226				
	Coordinator, Technology Service & Support	226				
	Systems Administrator	226				
7			**Daily**	**$334.05**	**$397.68**	**$461.31**
	Assistant Director, Child Nutrition Finance	226	**226**	$75,495	$89,876	$104,256
	Assistant Director, Child Nutrition Operations	226				
	Assistant Director, Facilities Maintenance	226				
	Assistant Director, Facilities Operations	226				
	Assistant Director, Transportation	226				
	Internal Auditor	226				
8			**Daily**	**$371.83**	**$437.45**	**$503.07**
	Director, Accounting	226	**226**	$84,034	$98,864	$113,694
	Director, Marketing & Communications	226				
	Director, Employee Benefits & Safety Risk Mngmt.	226				
	Director, Human Resources	226				
	Director, Payroll	226				
	Director, Strategic Partnerships & Student Outreach	226				
	Director, Student Operations	226				
	Director, Student Support Services	226				
	Director, Technology	226				
	Director, Transportation	226				
	Police Chief	226				
9			**Daily**	**$422.03**	**$496.51**	**$570.99**
	Chief Financial Officer	226	**226**	$95,379	$112,211	$129,044
	Executive Director, Child Nutrition & Purchasing	226				
	Executive Director, Facilities, Maintenance & Ops	226				
	Executive Director, Technology	226				
10			**Daily**	**$498.13**	**$586.03**	**$673.93**
	Assistant Superintendent, Business Operations	226	**226**	$112,577	$132,443	$152,308
	Assistant Superintendent, District Operations	226				
	Assistant Superintendent, Human Resources	226				

MCALLEN ISD

2023 - 2024
Clerical / Technical Pay Structure

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
1			**Hourly**	**$12.00**	**$14.50**	**$17.00**
	Clerk, Administration	226	**197**	$18,912	$22,852	$26,792
	Clerk, Student Assessment	226	**201**	$19,296	$23,316	$27,336
	Clerk, Attendance (HS)	201	**207**	$19,872	$24,012	$28,152
	Clerk, Audiologist	197	**221**	$21,216	$25,636	$30,056
	Clerk, Campus	197, 201, 207, 226	**222**	$21,312	$25,752	$30,192
	Clerk, Federal Programs	226	**226**	$21,696	$26,216	$30,736
	Clerk, Parent Involvement	226				
	Clerk, Professional Learning	221				
	Clerk, Special Education Program	197, 226				
	Clerk, Testing	221				
	Receptionist, Campus	222, 226				
2			**Hourly**	**$13.48**	**$16.24**	**$19.00**
	Assistant Registrar	226	**197**	$21,244	$25,594	$29,944
	Clerk, Attendance (AECHS & Lamar)	222	**201**	$21,676	$26,114	$30,552
	Clerk, Counselor	201, 203	**203**	$21,892	$26,374	$30,856
	Clerk, Family Treatment Program	201	**207**	$22,323	$26,893	$31,464
	Clerk, Fixed Assets	212, 226	**212**	$22,862	$27,543	$32,224
	Clerk, Gear-up	203	**221**	$23,833	$28,712	$33,592
	Clerk, Head Attendance	226	**222**	$23,940	$28,842	$33,744
	Clerk, Student Data	197, 226	**226**	$24,372	$29,362	$34,352
	Receptionist/Clerk (Adm)	226				
	Secretary, Assistant Principal	212				
	Secretary, Coordinator	221				
	Secretary, Counselor	203, 207				
	Secretary, Dean of Instruction	222				
3			**Hourly**	**$14.82**	**$17.86**	**$20.90**
	Clerk, Data Processing (Campus/Dept)	212, 217, 222, 226	**212**	$25,135	$30,291	$35,446
	Specialist, New Generations	226	**217**	$25,728	$31,005	$36,282
			222	$26,320	$31,719	$37,118
			226	$26,795	$32,291	$37,787
4			**Hourly**	**$16.31**	**$19.65**	**$22.99**
	Bookkeeper (Campus/Dept)	217, 226	**207**	$27,009	$32,540	$38,071
	Clerk, Accounts Payable (CN)	226	**212**	$27,662	$33,326	$38,991
	Clerk, Data Management (Admin)	207, 226	**217**	$28,314	$34,112	$39,911
	Clerk, Special Ed Medicaid	207	**222**	$28,967	$34,898	$40,830
	Clerk, Student Support Services	226	**226**	$29,488	$35,527	$41,566
	Migrant Student Recruiter	226				
	Registrar	222, 226				
	Secretary, FM&O	226				
	Secretary, Principal (ES/MS/I&G)	212, 217				

MCALLEN ISD

2023 - 2024
Clerical / Technical Pay Structure

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
5			**Hourly**	**$17.79**	**$21.32**	**$24.85**
	Clerk, Accounting	226	**221**	$31,453	$37,694	$43,935
	Clerk, Human Resources	226	**226**	$32,164	$38,547	$44,929
	Clerk, Marketing & Communications	221	**242**	$34,441	$41,276	$48,110
	Clerk, Payroll	226				
	Clerk, Purchasing	226				
	Clerk, Warehouse	242				
	Secretary, Director	221, 226				
	Secretary, Principal (HS/AECHS/Lamar)	226				
	Secretary, Title I Migrant	226				
6			**Hourly**	**$19.04**	**$22.81**	**$26.58**
	Specialist, Facilities Procurement & Ops	226	**226**	$34,424	$41,240	$48,057
	Specialist, Internal Audit	226				
	Specialist, STOP Grant	226				
7			**Hourly**	**$20.38**	**$24.41**	**$28.44**
	Secretary, Assistant Superintendent	226	**226**	$36,847	$44,133	$51,420
	Secretary, Associate Superintendent	226				
	Specialist, Accounting	226				
	Specialist, District Budget	226				
	Specialist, Employee Benefits Accounting	226				
	Specialist, Employee Leave Benefits	226				
	Specialist, Multimedia	226				
	Specialist, Payroll	226				
	Specialist, PEIMS	226				
	Specialist, Position Control	226				
	Specialist, Workers Compensation	226				
	Student Recruiter	226				
	Technician, Technology Support	226				
8			**Hourly**	**$22.32**	**$26.73**	**$31.14**
	Secretary, Board of Trustees	226	**226**	$40,355	$48,328	$56,301
	Specialist, Certification	226				
	Specialist, Classified Personnel	226				
	Specialist, Employee Benefits	226				
9			**Hourly**	**$25.27**	**$30.07**	**$34.87**
	MITV Video/Editor	217	**217**	$43,869	$52,202	$60,534
	Secretary, Superintendent	226	**226**	$45,688	$54,367	$63,045

MCALLEN ISD

2023 - 2024
Instructional Support Pay Structure

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
1			**Hourly**	**$12.15**	**$14.75**	**$17.35**
	Instructional Assistant, AEP	187	**187**	$18,176	$22,066	$25,956
	Instructional Assistant, At-Risk	187				
	Instructional Assistant, Bilingual (HS/Elem)	187				
	Instructional Assistant, CTE	187				
	Instructional Assistant, In-School Suspension	187				
	Instructional Assistant, Instruction & Guidance	187				
	Instructional Assistant, Parental Involvement	187				
	Instructional Assistant, Physical Education	187				
	Instructional Assistant, Pre-Kinder	187				
	Instructional Assistant, Sci-Tech Lab	187				
2			**Hourly**	**$13.00**	**$15.64**	**$18.28**
	Health Assistant (CMA,RMA,CNA)	192	**187**	$19,448	$23,397	$27,347
	Instructional Assistant, Computer Lab	187	**192**	$19,968	$24,023	$28,078
	Instructional Assistant, Dyslexia	187				
	Instructional Assistant, Kinder (ESSER)	187				
	Instructional Assistant, Resource Media	187				
	Instructional Assistant, Special Education	187				
	Instructional Assistant, Technology Support	187				
	Technician Assistant, Special Education Behavior (ESSER)	187				
3			**Hourly**	**$13.76**	**$16.58**	**$19.40**
	Instructional Assistant, Radio/TV Prog	187	**187**	$20,585	$24,804	$29,022
	Instructional Assistant, RDSPD	187				
	Instructional Assistant, Visually Impaired	187				
4			**Hourly**	**$15.00**	**$17.91**	**$20.82**
	UTRGV - LSSP Intern	187	**187**	$22,440	$26,793	$31,147
5			**Hourly**	**$17.53**	**$20.87**	**$24.21**
	Instructional Assistant, Sign Language Interpreter (Cert)	187	**187**	$26,225	$31,222	$36,218
	Licensed Vocational Nurse	192	**192**	$26,926	$32,056	$37,187
	Rover Licensed Vocational Nurse (ESSER)	192				

MCALLEN ISD

2023 - 2024
Auxiliary Pay Structure

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
1			**Hourly**	**$11.00**	**$13.20**	**$15.40**
	Bus Aide	187 (5.5 hrs)	**187**	$11,314	$13,576	$15,839
	Custodian	242	**242**	$21,296	$25,555	$29,814
	Custodian (Itinerant)	242				
2			**Hourly**	**$11.91**	**$14.26**	**$16.61**
	Child Nutrition Worker (ES)	187	**187**	$17,817	$21,333	$24,849
	Custodian, Lead (HS)	242	**242**	$23,058	$27,607	$32,157
	Groundskeeper	242				
3			**Hourly**	**$12.86**	**$15.40**	**$17.94**
	Child Nutrition Worker (CK/MS/HS)	187	**187**	$19,239	$23,038	$26,838
	Child Nutrition Worker (ES) Self-Prep	187	**242**	$24,897	$29,814	$34,732
	Custodian, Head I (Elem/MS/Alt)	242				
	Electrician, Helper	242				
	General Maintenance	242				
	Groundskeeper, HS Athletic Complex	242				
	Plumber, Helper	242				
4			**Hourly**	**$13.89**	**$16.63**	**$19.37**
	AG Facility Assistant	226	**226**	$25,113	$30,067	$35,021
	Campus General Maintenance	242	**242**	$26,891	$32,196	$37,500
	Custodian, Head II (HS)	242				
	Warehouse/Delivery Worker	242				
5			**Hourly**	**$15.00**	**$17.96**	**$20.92**
	Asst Manager, Child Nutrition (ES)	187	**187**	$22,440	$26,868	$31,296
	Communication Officer	244	**242**	$29,040	$34,771	$40,501
	Dispatcher (FMO/Transp)	242	**244**	$29,280	$35,058	$40,836
	HVAC Duct Cleaner	242				
	Painter	242				
	Roofer	242				
	Security Camera Monitor	187				
	Specialist, Irrigation	242				
6			**Hourly**	**$16.65**	**$19.94**	**$23.23**
	Asst Manager, Child Nutrition (ES) Self-Prep	187	**187**	$24,908	$29,830	$34,752
	Asst Manager, Child Nutrition (CK/MS/HS)	221	**221**	$29,437	$35,254	$41,071
	Carpenter	242	**242**	$32,234	$38,604	$44,973
	Leader, General Maintenance	242				
	Leader, Painters Crew	242				
	Locksmith	242				
	Mechanic	242				
	Technician, Transportation Safety	242				
	Warehouse Leader (Fixed Assets/CN)	242				

MCALLEN ISD

2023 - 2024
Auxiliary Pay Structure

Pay Grade	Job Title	Work Days		Minimum	Midpoint	Maximum
7			**Hourly**	**$18.34**	**$21.83**	**$25.32**
	Electrician, Journeyman	242	**187**	$27,437	$32,658	$37,879
	Manager, Child Nutrition (ES)	187	**242**	$35,506	$42,263	$49,020
	Plumber, Journeyman	242				
	Technician, Equipment (CN)	242				
	Technician, HVAC	242				
	Technician, Transportation Route	242				
8			**Hourly**	**$20.08**	**$23.90**	**$27.72**
	Electrician, Master	242	**187**	$30,040	$35,754	$41,469
	Manager, Child Nutrition (ES) Self-Prep	187	**221**	$35,501	$42,255	$49,009
	Manager, Child Nutrition (HS Specialty/MS)	221	**242**	$38,875	$46,270	$53,666
	Police Officer I	221				
9			**Hourly**	**$21.58**	**$25.69**	**$29.80**
	Emergency Management Officer	221	**221**	$38,153	$45,420	$52,686
	Manager, Child Nutrition Comprehensive HS/CK	221	**226**	$39,017	$46,448	$53,878
	Police Investigator	221	**242**	$41,779	$49,736	$57,693
	Processor, Instructional Materials	226				
	Specialist, Crime Prevention	221				
	Supervisor, Area Custodial	242				
	Supervisor, Auxiliary Services	242				
	Supervisor, Construction	242				
	Supervisor, Electrical	242				
	Supervisor, Grounds & Athletic Fields	242				
	Supervisor, HVAC	242				
	Supervisor, Plumbing	242				
11			**Hourly**	**$24.90**	**$29.29**	**$33.68**
	Police Sergeant	221	**221**	$44,023	$51,785	$59,546
BD			**Hourly**	**$16.25**	**$19.12**	**$21.99**
	Bus Drivers	187	**187**	$24,310	$28,604	$32,897

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
PART TIME RATES

	Hourly Rate
Student Worker (Coop. Student)	$7.25
ESSER - PT Intern - Technician Technology Support	$12.00
ESSER - Student Recruiter	$19.00
Part Time (Professional)	Minimum of AE/AM schedule
Part Time Athletic Trainer (MS)	Minimum AE-03
Part Time Child Nutrition Worker	10.00
Part Ttime Clerk	$8.00
Part Time Flag Corp	$10.00
Part Time Intern Support - SPED	$12.50
Part Time Teacher (Degree & Certified)	$23.00
Part Time Teacher (Degree & Certified)	Summer Program Rate
Part Time Testers	$12.50
Substitute Custodian	$10.00
Tutor - out of district (HS or GED)	$8.00
Tutor - out of district (48+ college hrs. req.)	$10.00
Tutor - UTRGV Teacher Residency	$15.00
Tutor - out of district (Degreed)	$19.00
Tutor - out of district (Degree & Certified)	$23.00

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
ATHLETIC PROGRAM RATES

Varsity Football	Hourly Rate
Chain Crew	$35.00 (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.)	$23.00
- Non-MISD employee	$10.25
- MISD employee	$10.25
Lifeguard (Certified)	$10.25
Facilitator, MS Summer Recreation Program (Deg & Cert)	$23.00
Ticket Clerk (during the day)	$9.25

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
SUBSTITUTE RATES

	Daily Rate
Full day substitute teacher (non-degreed)	80.00
Full day substitute teacher (60+ college hours or degreed)	100.00
Full day substitute teacher (degreed & certified)	125.00
Full day substitute nurse (RN)	200.00
Full day substitute for an instructional assistant	Rate based on credentials

Note: Rates remain the same in long term positions.

McALLEN INDEPENDENT SCHOOL DISTRICT

2023 SUMMER SCHOOL RATES

Board Approved on February 27, 2023

Summer School Position	RATE for Remediation/Recovery	RATE for Enrichment
Administrator	$45/hour	----------
Lead Teachers	$41/hour	$34/hour
Teachers	$40/hour	$33/hour
Test Administrator		$40/hour
Instructional Assistant / Computer Lab Assistant / Tech Support	$13/hour	$12/hour
Counselor	$36/hour	----------
Nurse / Health Assistant	RN - $36/hour LVN - $22/hour	----------
Librarian	$36/hour	----------
Secretary	$15/hour	----------
Social Worker	$33/hour	----------
Graduation Specialist	$33/hour	----------
Parent & Family Engagement Specialist	$33/hour	----------
Parent Educator	----------	$12/hour
Child Care Aide/ Office Clerk	$13/hour	----------
Bus Drivers	current hourly rate	current hourly rate
Bus Aides	$12/hour	$12/hour
Child Nutrition Workers	current hourly rate	
Child Nutrition Asst Managers/Managers	current hourly rate	
Teacher and Professional Support Staff - Staff Development	(6 hours - $80 per day) (Under 6 hours - $13.33 per hour)	
Teacher and Professional Support Staff – Workday and Registration	(6 hours - $60 per day) (Under 6 hours - $10.00 per hour)	
Para-Professional Support Staff – Workday and Registration	(6 hours - $60 per day) (Under 6 hours - $10.00 per hour)	
Substitute Pay (for degreed and certified)	$20/hour	
Teacher Professionals - Staff Development	$13.33 per hour	
Teacher and Professional – Workday and Registration	$10.00 per hour	
Tutors – Certified Teachers	$25/hour	----------
Tutors – Non-certified, bachelor's degree	$20/hour	----------
Tutors- College students	$12/hour	----------
Other hourly employees asked to work beyond their work calendar for summer school	current hourly rate	current hourly rate

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
EVENING STUDY CENTER RATES

	Hourly Rate
Lead Teacher / Program Coordinator	$29
Teacher (certified)	$28
Social Worker	$26
Parent and Family Engagement Specialist	$26
Attendance Clerk	$12
Child Care Aide	$12
Computer Lab Aide	$12

2023 - 2024
SAFE AND SECURE CHILD CARE RATES

	Hourly Rate (unless noted)
Director / Facilitator	$24
Facilitator (non-degreed MISD employed)	Weighted Average
Nurse	$24
Teacher (certified)	$23
Tutors (48+ College hours)	$10
Clerk/Bookkeeper	$10
Computer Lab Aide	$10
Child Care Aide	$10
Student Worker (Coop Students)	$7.25

Stipends

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
ATHLETIC PROGRAMS

High School Head Coaching Positions	# of Positions	* Extra Days *	Yearly Stipend
Baseball	3	15	$7,500
Basketball	6	15	$7,500
Cheer	3	15	$7,500
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. Coaching Positions	**# of Positions**	***Extra Days***	**Yearly Stipend**
Asst. Athletic Coordinator *	3	0	$7,500
Baseball Asst.	9	15	$4,000
Basketball Asst.	24	15	$4,000
Cheer Asst.	3	7	$4,000
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
Football - Varsity Asst.	18	15	$5,500
Powerlifting	3	15	$4,000
Soccer Asst.	12	15	$4,000
Softball Asst.	9	15	$4,000
Strength & Conditioning	3	15	$4,000
Track Asst.	24	15	$4,000
Volleyball Asst.	12	15	$4,000
Wrestling Asst.	3	15	$4,000
Year Round Sports			
Swimming Asst.	3	15	$5,500
Tennis Asst.	3	15	$5,500
Golf Asst.	3	15	$5,500
Middle School Coaching Positions	**# of Positions**	*** Extra Days ***	**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 ***	**Yearly Stipend**
Athletic Trainer - High School	6	205 Calendar	$6,000
Athletic Trainer - Middle School	1	205 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 - As of 2015-16 new hire & returning teachers new to coaching extra days are paid at $270 daily rate. For returning coaches, extra days were capped based on their 15-16 daily rate.

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
ADVANCED ACADEMICS

Position	# of Positions	Stipend per semester
OnRamps Dual Teacher	8	$100/section
South Texas College (STC) Dual Teacher	6	$100/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
2023 - 2024
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	# of Positions	Yearly Stipend
Teacher Coach, English Learner	3	$2,500

Fund 164
HR Entered

position	# of Positions	Yearly Stipend
Teacher Coach, Bilingual/English as a Second Language (ESL)	1	$2,500

Fund 199
HR Entered

(2023-24 school year only)

Position	# of Positions	Yearly Stipend
Texas Dual Language Project Teacher	8	$800

Fund 164
Department Supplemental

Note:
Teacher participants must complete summer 2-day training & attend 15-hour instructional coaching per month for the 2023-2024 SY (no partial participation stipends will be awarded; only complete participation will receive stipends)

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
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)	6	$2,000
Family Career and Community Leaders of America (FCCLA)	7	$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	6	$2,000
MIDDLE SCHOOL		
First Tech Challenge (FTC) or First Lego League (FLL) (Robotics)*	6	$1,200*

Note:
Stipends will be pro-rated based on level of competition achieved and Career Technical Student Organization (CTSO) requirements met.

POST-SECONDARY

Position	# of Positions	Stipend per semester
Dual Enrollment	18	$100

ONE TIME SIGN-ON

Position	Yearly Stipend Total
Health Science Teacher	$5,000

Note:
1st Year $3,000 December paycheck and 2nd Year $2,000 December paycheck

Fund 162
**Fund 199*
Department Supplemental

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
FINE ARTS PROGRAM

High Schools	# of Positions	Extra Days (Paid at tchr 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	$7,000
Asst. Choir Director	4	8	$4,000
Head Theater Arts Director	3	15	$9,500
Theatre Arts Director (Lamar)	1	0	$2,000
Asst. Theatre Arts Director	5	15	$8,000
Lead Theatre Arts Teacher	1	0	$2,000
Mariachi Director	3	15	$8,500
Mariachi Asst. Director	3	15	$7,500
Assist Mariachi Program	3	0	$2,000
Conjunto/Tejano Program	1	0	$5,000
Dance / Folklorico Director	3	10	$7,000
Asst. Dance Team Sponsor	3	5	$3,000
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	$2,000

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	$5,000
Asst. Choir Director	5	8	$4,000
Orchestra Director	6	15	$5,000
Asst. Orchestra Director (based on enrollment)	3	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

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			Stipend (per event)
Assist HS Fall/Spring Drama Production - (1 per primary HS)			$1,000
Assist HS Collaborative Broadway Musical - (1 per primary HS)			$1,500
Piano Accompanist - (only if assists with musical)			$1,000

Fund 184
Department Supplemental

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (RDSPD)

TEACHER	# of Positions	Yearly Stipend
Teacher (Incl. Itinerate)* - Auditory Impaired (AI) certified - Traditional route	29	$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)	5	$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, Student Support	1	$1,500 - $5,500
Speech Pathologist	1	$1,500 - $5,500
Speech Pathologist Assistant**	1	$1,500 - $4,500
Strategist, RDSPD Instructional	2	$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

3) **Speech Path. Asst .- $1,500 - Pass Deaf or Hard of Hearing Certification Exam; $3,000 Demonstration of basic proficiency in American Sign Language or Sign System

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
SPECIAL EDUCATION PROGRAM

Position	# of Positions	Yearly Stipend
Special Education Teacher - Self contained	39	$1,200
Special Education Teacher	90	$1,000
Preschool Teachers for Children with Disabilities	10	$1,200
Visually Impaired (VI) Teacher	2	$2,500
Vocational Adjustment Coordinator	3	$1,000
Social Worker	1	$1,000
Diagnostician	22	$1,000
Licensed Specialist in School Psychology (LSSP)	7	$1,000
Special Education Counselor	6	$1,000
Occupational Therapist	4	$1,000
Speech Pathologist	17	$1,000
Speech Assistant	6	$1,000
Teacher: Board Certified Behavior Analyst	1	$2,500
Behavior Support	3	$1,000
Lead Department Chair STRIDES	1	$2,500
STRIDES Teachers-Self-contained	8	$1,200

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

Certification Supplement	# of Positions	Yearly stipend
Lead Speech Pathologist	1	$2,500
Speech Pathologist (with Masters)	17	$5,000
Speech Assistant Therapist	6	$1,800
Lead Licensed Specialist in School Psychology (LSSP)	1	$2,500

Fund 173 / 224
HR Entered

Special Assignment Supplement	# of Positions	Yearly stipend
Adapted Physical Education	3	$1,000
Adapted Physical Education (Special Olympics)	3	$1,500

Fund 173 / 224
HR Entered

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
SPECIAL DUTY ASSIGNMENTS

Assignment (Classroom)	# of positions	Yearly Stipend	Fund/Entered
Master degree in subject area (effective 12-13) (grandfathered prior to 12-13)	TBD	$2,000	TBD/ HR
Secondary Science & Engineering Fair Campus Coordinator	11	• $200 – 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). • $300 – 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). • $400 – 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 $150 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	• $600 – regional competition Additional $300 – state competition Additional $300 – national competition * Stipend is paid out to the teacher after the last level students compete.	199/Science Coord.
Secondary Science Olympiad Assistant Coach	11	• $300 – regional competition Additional $150 – state competition Additional $150 – national competition * Stipend is paid out to the teacher after the last level students compete.	199/Science Coord.
Teaching Extra Class		$5,000 (Other) $7,000 (Math or Science)	TBD/ HR
Math & Science Teacher (eligibility based on Admin. guidelines)	TBD	$2,000 (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	32	$1,000	199/Digital Lrng
Lead Librarian (Elementary / Secondary)	2	$1,500	199/Digital Lrng
District UIL / Chess Coordinator	1	$5,000	199/ UIL Coord.
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
Sports Commentator	1	$3,500	195/Marketing Com
Sports Producer	2	$3,000	195/Marketing Com
Sports Sponsor Relations	1	$3,000	195/Marketing Com
Principal (in lieu of additional Asst. Principal)	1	$10,000	199/ HR
Asst. Principal (in lieu of additional Asst. Principal)	1	$4,000	199/ HR
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			
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
Instructor	5	$1,000	158/ HR
K-9 Officer	4	$1,200	199/ HR
Terminal Agency Coordinator	1	$500	199/ HR
Transportation			
Bus Driver Trainer	2	$3,000	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
2023 - 2024
GRANT FUNDED

DYSLEXIA PROGRAM

Position	# of Positions	Yearly Stipend
Certified Academic Language Therapists (CALT)	1	$3,000
Certified Academic Language Practitioners (CALP)	TBD	$2,000
Diagnostician Dyslexia	1	$1,000

Fund 157
HR Entered

Note:

1) CALT Candidates who are not certified with a master degree within 5 years of obtaining Academic Language Therapy Association (ALTA) CALT certification will be recognized and certified as a Certified Academic Language Practitioner (CALP) and paid accordingly.
2) For those Candidates completing the Masters program in the Spring of 2024 will be eligible for stipend in 2024-25.

READING ACADEMY

Position	# of Positions	Stipend Amount
English Language Arts (or "General Ed.") path	TBD	$750
Biliteracy path	TBD	$1,250

Fund 211/164
Department Supplemental

Note:

1) TEA mandated the HB3 Reading Academies for teachers in grades Kindergarten through 3rd grade including those who conduct small group interventions. By the end of the 22-23 school year, all current teachers must have fulfilled the Reading Academy requirements. Starting with the 23-24 school year, all new teachers to Kinder-3rd grade must be simultaneously enrolled in the reading academies.

2) Stipends will be paid to current McAllen ISD teachers who registered and successfully completed Texas Reading Academy coursework (English or Biliteracy Route) on their first attempt. Employees must be employed at McAllen ISD when the stipend is issued.

STATE & FEDERAL PROGRAMS

Position	# of Positions	Yearly Stipend
Social Worker	12	$1,000

Fund 193
Department Supplemental

Title I, Part A

Position	# of Positions	Yearly Stipend
Title I ELA Coach	1	$10,000
Title I Math Coach	1	$10,000
Title I Literacy Coach (Writing 3-8)	1	$10,000
Instructional Coach- Reading Interventionist (K-5)	1	$7,000

Fund 211/193
HR Entered

Title II, Part A

Position	# of Positions	Yearly Stipend
Content Specialist Teacher (Qualifications listed on job description)	10	$5,000
Mentors of New Teachers (Years 0-3) **	TBD	$1,000
University of Texas Rio Grande Valley (UTRGV) Teacher Residency	16	$12,000

Fund 255
HR Entered
** *Department Supplemental*

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
GRANT FUNDED (cont.)

ELEMENTARY & SECONDARY EMERGENCY RELIEF (ESSER)

Position	# of Positions	Yearly Stipend	Working Calendar
ESSER Elementary Intervention Counselor	9	$3,200 (0-19 yrs exp)	190
ESSER Elementary Intervention Counselor		$3,600 (20+ yrs exp)	190
ESSER Instructional Coach K-2 / Literacy Coach 3-5 / Reading Teacher	36	$3,200 (0-19 yrs exp)	197
ESSER Instructional Coach K-2 / Literacy Coach 3-5 / Reading Teacher		$3,600 (20-29 yrs exp)	197
ESSER Instructional Coach K-2 / Literacy Coach 3-5 / Reading Teacher		$4,000 (30+ yrs exp)	197
ESSER Specialist, Emotional Quotient	2	$5,000	192
ESSER Student Learning Facilitator Elementary	18	$10,000	207
ESSER Student Learning Facilitator Secondary	3*	$17,000	212
ESSER Strategist, SPED Reading and Math	4	$8,000	203
ESSER Strategist, 3-8 Literacy	1	$7,000	197

* One employee is classified on AE scale and does not qualify for stipend.

Fund 282
HR Entered

UTRGV - PROJECT MENTAL HEALTH SERVICE (MHS) ACCESS (5-year grant)

Position	# of Positions	Yearly Stipend	Working Calendar
Licensed Specialist School Psychology (LSSP) Intern Supervisor	1	$3,000	TBD
Counseling Intern Supervisor	1	$1,000	TBD
Social Worker Intern Supervisor	1	$1,000	TBD

Fund 289
Department Supplement

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
2023 - 2024
DEPARTMENT & GRADE LEVEL CHAIR / UIL / EXTRA CURRICULAR

HIGH SCHOOL		
Department Chair	**Yearly Stipend**	**# positions**
Number of members **excludes** Chairperson		
Lamar & Early College HS only 2-4	$400	TBD
5-10	$1,000	TBD
11-15	$1,500	TBD
16-20	$2,000	TBD
21+	$2,500	TBD
Advanced Placement (AP) Coordinator	Based on Membership	4
University Interscholastic League (UIL) Sponsorship	**Yearly Stipend**	**# positions**
Coordinator	$2,500	4
Accounting	$1,200	4
Calculator	$1,200	4
Chess (Non-UIL)	$1,100	4
Computer Application	$1,200	4
Computer Science	$1,200	4
Congressional Debate	$1,200	4
Copy Editing	$1,200	4
Cross Examination	$1,200	4
Current Events	$1,200	4
Editorial Writing	$1,200	4
Feature Writing	$1,200	4
Headline Writing	$1,200	4
Informative Speaking	$1,200	4
Lincoln Douglas Debate	$1,200	4
Literary Criticism	$1,200	4
Math	$1,200	4
News Writing	$1,200	4
Number Sense	$1,200	4
Persuasive Speaking	$1,200	4
Poetry	$1,200	4
Prose	$1,200	4
Ready Writing	$1,200	4
Robotics	$1,200	4
Science	$1,200	4
Social Studies	$1,200	4
Spelling	$1,200	4
Theatrical Design	$1,200	4
Young Filmmakers	$1,200	4
Extra Curricular Activities	**Yearly Stipend**	**# positions**
Art Society/ Club	$600	TBD
Campus Magazine	$600	TBD
Citizen Bee	$1,000	5
Crime Stoppers	$1,200	TBD
French Honor Society	$600	TBD
Interact Club	$600	TBD
Masterminds/ Quiz Bowl	$900	TBD
Mock Trial Coach	$1,200	5
National History Day Coach	$1,200	TBD
National Honor Society	$850	TBD
Newspaper	$1,000	TBD
Spanish National Honor Society	$600	TBD
Sponsor - Freshman or Sophomore	600 each	5 each
Sponsor - Junior or Senior	1200 each	5 each
Student Council	$1,200	5
Thespian Honor Society	$600	TBD
Yearbook	$1,500	TBD
JROTC Color Guard	$600	3
JROTC Drill Team (Armed / Unarmed)	$600	3
JROTC Honor Guard	$600	3
JROTC Physical Fitness Team	$600	3
JROTC Rifle	$600	3

Fund 199
HR / Business Budgeted

Notes:

1) With the exception to Elementary UIL, stipends are paid 1/2 in December and other 1/2 in May and are subject to proration based on days worked.

2) Elementary UIL Stipends will be from January to May and will be paid in full in May.

MIDDLE SCHOOL		
Department Chair	**Yearly Stipend**	**# positions**
Number of members **excludes** Chairperson		
3-5	$700	TBD
6-9	$1,000	TBD
10-14	$1,200	TBD
15+	$1,500	TBD
UIL Sponsorship	**Yearly Stipend**	**# positions**
Coordinator	$1,250	6
Calculator	$700	6
Chess (Non-UIL)	$1,100	6
Dictionary Skills	$700	6
Duet Acting	$700	6
Impromptu speaking	$700	6
Listening skills	$700	6
Maps, Graphs & Charts	$700	6
Math	$700	6
Modern oratory	$700	6
Number Sense	$700	6
Poetry	$700	6
Prose	$700	6
Ready Writing	$700	6
Robotics (Non-UIL)	$1,100	6
Science	$700	6
Social Studies	$700	6
Spanish Oral Reading	$700	6
Spelling	$700	6
Extra Curricular Activities	**Yearly Stipend**	**# positions**
Cyber Patriot Club	$750	6
National History Day Coach	$1,200	6
National Honor Society	$700	6
Publication / Yearbook	$500	6
Student Council	$700	6

Fund 199
HR / Business Budgeted

ELEMENTARY SCHOOL		
	Stipend	**# positions**
Grade Level Chair	$400	TBD
UIL Sponsorship	**Yearly Stipend**	**# positions**
Art Smart (Grade 5)	$500	18
Chess (Non-UIL)	$1,100	18
Creative writing (Grade 2)	$500	18
Dictionary skills (Grade 5)	$500	18
Maps, Graphs & Charts (Grade 5)	$500	18
Math (Grades 3-5)	$500	18
Number Sense (Grades 4-5)	$500	18
Oral reading (Grades 3-5)	$500	18
Ready Writing (Grades 3-5)	$500	18
Robotics (Non-UIL)	$1,000	18
Science (Grade 5)	$500	18
Spanish oral reading (Grades 3-5)	$500	18
Spelling (Grades 3-5)	$500	18

Fund 199
HR / Business Budgeted

Extra Curricular Activities	**Stipend**	**# positions**
High School		
eSports	$1,200	10
Tech Wars Competition Club *	$700-$1,200	32

* Note: $700 - sponsor one event
$1200 - sponsor 2 or more events

Middle School		
eSports	$1,200	6
Elementary		
Little eSports	$1,000	18

Fund 199
Digital Learning

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
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
	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
	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

Fund TBD
Department Supplemental

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
EXTRA DUTY PAY

Continued

III. TEACHER PARTICIPATION IN DISTRICT SPONSORED SATURDAY OR AFTER SCHOOL TRAINING SESSIONS DURING THE SCHOOL YEAR WILL BE:

Number of hours:	Rate:
2 hours	$27 for completion of a 2-hour session
3 hours	$40 for completion of a 3-hour session
6 hours	$80 for completion of a 6-hour session

Note: Courses eligible for stipends and the designated audience will be identified in the ERO

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, Student registration, Tutoring (outside of contract day), Credit by exam, Migrant tutoring, Clerical, etc

District Employees	Hourly Rate:
Degreed Professional & Certified	$23.00 (outside of contract day)
Non-Degreed Employees / Paraprofessional (48 hrs. required)	Min. $10.00 (FLSA applies)

V. CURRICULUM DEVELOPMENT (Sequencing, alignment activities, correlations, etc.)

District Employees	Hourly Rate:
Degreed Professional & Certified	$25.00

Fund TBD
Department Supplemental

Staffing Guidelines

McALLEN INDEPENDENT SCHOOL DISTRICT
STAFF COUNT - ALL FUNDS
(Source: PEIMS)

	2018-19	2019-20	2020-21	2021-22	2022-23	Proposed 2023-24	Change from 2022-23 to Proposed
Teachers							
(047) - Substitute Teacher		5.58		6.53	6.51		-6.51
(087) - Teacher	1557.49	1555.30	1540.41	1496.21	1498.69	1492.00	-6.69
Total=	**1557.49**	**1560.88**	**1540.41**	**1502.74**	**1505.20**	**1492.00**	-13.20
Professional Support							
(006) - Audiologist			0.50	1.00	1.00	1.00	0.00
(007) - Corrective Therapist				0.19			0.00
(008) - School Counselor Provides guidance and counseling services to students	67.74	67.90	67.03	73.20	77.30	74.00	-3.30
(011) - Educational Diagnostician	17.00	17.77	18.86	22.50	22.89	24.00	1.11
(013) - Librarian	29.72	31.85	32.40	31.78	29.00	32.00	3.00
(016) - Occupational Therapist	3.98	4.00	4.00	4.00	4.00	4.00	0.00
(022) - School Nurse	33.88	34.00	32.00	29.11	27.83	30.00	2.17
(023) - LSSP/Psychologist	7.00	7.00	7.00	4.55	7.00	8.00	1.00
(024) - Social Worker	4.99	5.00	11.97	11.23	12.95	15.00	2.05
(026) - Speech Thrpst/Speech-Lang Path	22.04	24.00	24.00	23.98	25.00	25.00	0.00
(030) - Truant Officer/Visiting Teacher	10.00	10.00	10.00	8.94	11.00	11.00	0.00
(041) - Teacher Facilitator	33.83	49.04	51.12	54.75	59.02	55.00	-4.02
(054) - Department Head	6.51	8.92	7.80	4.56	0.00	0.00	0.00
(056) - Athletic Trainer	6.00	6.00	6.00	6.00	6.80	7.00	0.20
(100) - Instructional Materials Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	0.00
(102) - Communications Professional	5.00	5.00	5.00	6.00	6.00	6.00	0.00
(104) - Internal Auditor	2.00	2.00	2.00	2.00	2.00	2.00	0.00
(105) - Security (Including but not limited to Chief of Police, Investigators, Police Officers)	2.00	2.00	2.00	2.00	3.00	3.00	0.00
(106) - District/Campus Info Tech Prof (Including but not limited to Programmer/Analyst, Network Spec, Database Admin, PEIMS Coor, Other)	13.00	16.00	21.00	21.67	20.00	20.00	0.00
(107) - Food Service Professional (including but not limited to Dietician)	2.00	5.00	6.00	8.65	8.50	8.50	0.00
(108) - Transportation	4.00	4.00	5.00	3.72	4.00	4.00	0.00
(109) - Athletics (Other than Athletic Director)	3.46	2.50	2.50	2.24	2.24	2.00	-0.24
(111) - Maintenance – Staff serving in a professional/management role	2.00	3.00	3.00	3.00	4.00	4.00	0.00
(112) - Business Services Professional (Including but not limited to Accounting, Budget, Prof Payroll Staff)	16.00	19.00	20.07	21.57	20.00	20.00	0.00
(113) - Other District Exempt Professional Aux - District staff who are prof-level, non-instructional staff.	10.12	11.00	13.50	13.00	16.00	16.00	0.00
(114) - Other Campus Exempt Professional Auxiliary - Serves as a professional staff member at one or more campuses. Some ex. of staff are: dean and instructional officers assigned to a campus.	38.77	36.61	37.49	24.73	20.69	21.00	0.31
(119) - Family and Community Liaison				16.50	18.00	18.00	0.00
(120) - Instructional Coach				27.45	35.12	35.00	-0.12
Total=	**342.04**	**372.59**	**391.24**	**429.32**	**444.34**	**446.50**	2.16
Campus Administration (School Leadership)							
(003) - Assistant Principal	50.57	48.87	46.34	45.37	44.50	45.00	0.50
(020) - Principal	31.00	31.00	31.00	30.00	29.50	30.00	0.50
(028) - Teacher Supervisor	4.50			3.61	0.00	0.00	0.00
Total=	**86.07**	**79.87**	**77.34**	**78.98**	**74.00**	**75.00**	1.00
Central Administration							
(027) - Superintendent/Chief Administrative Officer/Chief Executive Officer/President	1.00	1.00	1.00	1.00	1.00	1.00	0.00
(004) - Assistant/Associate/Deputy Superintendent	3.00	5.00	5.00	5.00	5.00	5.00	0.00
(012) - District Instructional Program Director or Executive Director	11.00	12.00	13.00	13.00	13.50	15.00	1.50
(028) - Teacher Supervisor	12.00	12.00	14.00	11.00	13.00	13.00	0.00
(040) - Athletic Director	1.00	1.00	1.00	1.00	1.00	1.00	0.00
(043) - Business Manager	1.00	1.00	1.00	1.00	1.00	1.00	0.00
(045) - Director of Personnel/Human Resources	2.00	2.00	2.00	2.00	2.00	2.00	0.00
Total=	**31.00**	**34.00**	**37.00**	**34.00**	**36.50**	**38.00**	1.50
Educational Aides:							
(033) - Educational Aide	352.80	387.50	381.82	406.59	417.72	418.00	0.28
(036) - Certified Interpreter	1.00	1.00	1.00	1.68	0.00	0.00	0.00
Total=	**353.80**	**388.50**	**382.82**	**408.27**	**417.72**	**418.00**	0.28
Auxiliary Staff:							
(201) - Business/Finance	24.00	22.00	9.00	16.57	16.00	16.00	0.00
(202) - Campus Office/Clerical	185.50	208.00	407.69	279.23	185.20	185.00	-0.20
(203) - Central Office/Clerical (Receptionist, Secretary)	85.00	82.00	58.00	70.95	75.09	75.00	-0.09
(204) - Child Nutrition	179.50	159.00	39.00	135.72	207.88	208.00	0.12
(205) - Human Resources	8.00	8.00	7.00	7.00	6.59	7.00	0.41
(206) - Information Technology	16.00	17.00	6.00	13.00	11.87	12.00	0.13
(213) - Custodial	163.00	161.00	164.00	161.13	156.79	157.00	0.21
(214) - Maintenance	62.00	54.00	53.00	50.96	44.00	44.00	0.00
(215) - Plumber	5.00	5.00	5.00	4.72	4.00	4.00	0.00
(216) - Painter	5.00	6.00	6.00	6.00	4.00	4.00	0.00
(217) - HVAC	12.00	10.00	12.00	12.00	10.60	10.00	-0.60
(218) - Electrician	5.00	6.00	6.00	5.04	5.00	5.00	0.00
(219) - Warehouse	16.00	15.00			18.60	18.00	-0.60
(220) - Safety/Security	58.00	68.00	69.00	66.95	65.70	66.00	0.30
(221) - Transportation	61.25	59.75	57.00	65.37	79.72	80.00	0.28
Total=	**885.25**	**880.75**	**898.69**	**894.64**	**891.05**	**891.00**	-0.05
Total Staff =	**3,255.65**	**3,316.59**	**3,327.50**	**3,347.95**	**3,368.81**	**3,360.50**	**-8.30**
FTE Difference from Previous Year =	**-107.65**	**60.94**	**10.91**	**20.45**	**20.86**	**-8.30**	**-29.16**
Student Enrollment =	**22,280**	**22,427**	**20,410**	**19,880**	**20,399**		
Student/Staff FTE Ratio =	**6.84**	**6.76**	**6.13**	**5.94**	**6.06**		

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
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 - 600 = 1 Full-Time person, 601 + = 2 Full-Time persons	190	199
Nurse	One (1) Full-Time person	192	199
Librarian	One (1) Full-Time person	197	199
TEACHERS			
Pre-K-4	One (1) Teacher per 22 students	187	199
5th Grade	One (1) Teacher per 25 students	187	199
Music	Allocations based on enrollment	187	199
PE	0-700 students = One (1) Teacher	187	199
	701+ students = Two (2) Teachers		
PPCD (3-5 yrs.)	One (1) Teacher per 12 students	187	173
Self- Contained	One (1) Teacher per 12 students	187	173
Spec. Ed. Adaptive PE	Situation Dependent	187	173
Special Language	1/2 (.5) Person per campus (Situation Dependent)	187	263
Dyslexia	1-15 students = 1/2 (.5) Person per campus, 31-35 students = 1 Full-Time person	187	199
Math Interventionist	One (1) Full-Time person	187	193
Language Literacy Interventionist	One (1) Full-Time person	187	211
K-2 Early Literacy Interventionist	One (1) Full-Time person, 600+ students = Two (2) Full-Time persons per Title I campus	187	193/211
Literacy Coach	One (1) per Title I campus	187	193/211
ESSER Inst. Coach K-2 (SY 21-22, 22-23, 23-24)	One (1) Full-Time person	187	282
ESSER Student Learning Facilitator (SY 21-22, 22-23, 23-24)	One (1) Full-Time person	187	282
ESSER Intervention Counselor (SY 21-22, 22-23, 23-24)	1/2 (.5) Person per campus	187	282
INSTRUCTIONAL PARAPROFESSIONAL			
Inst. Assistant - PE	0 - 500 = One (1) Paraprofessional	187	199
	501 - 900= Two (2) Paraprofessionals		
	901 + = Three (3) Paraprofessionals		
Inst. Assistant - Pre-K	One (1) Paraprofessional per class	187	164/199
Inst. Assistant - Dyslexia	16-30 students = 1/2 (.5) Person per campus, 36+students = 1 Full-Time person	187	199
Inst. Assistant - Computer Lab	One (1) per campus	187	193
Inst. Assistant - At-Risk Assistant	One (1) per campus	187	193
Inst. Assistant - Science Technology	One (1) per Title I school	187	193
Inst. Assistant - Resource Media	600+ = One (1) Paraprofessional	187	199
Inst. Assistant - Bilingual	One (1) per campus	187	164
ESSER Inst. Assistant - Kinder (SY 21-22, 22-23, 23-24)	One (1) per campus	187	282
ESSER Certified Medical Assistant (SY 21-22, 22-23, 23-24)	Situation Dependent	187	282

McALLEN INDEPENDENT SCHOOL DISTRICT
2023 - 2024
ELEMENTARY SCHOOL STAFFING GUIDELINES

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	500 + = 1 Full-Time person	201	199
Clerk Campus	700+ = 1 Full-Time person	207	199
SUPPLEMENTAL PROFESSIONAL			
Teacher, Spec. Ed. Homebound	Situation Dependent	187	224
Teacher, Behavioral Strategist	Three (3) Teachers district wide	187	224
Teacher, AEP	One (1) Teacher district wide	187	193
Parent and Family Engagement Specialist	One (1) per campus (Also assigned other campuses)	187	211
Social Worker	Situation Dependent	187	193
Teacher, RDSPD (Regional Day School Program for the Deaf)	Situation Dependent	187	435
Diagnostician	Situation Dependent	197	173
Occupational Therapist	Situation Dependent	197	224
Speech Pathologist	Situation Dependent	192	173/224
SUPPLEMENTAL PARAPROFESSIONAL			
Inst. Assistant - Spec. Ed. Life Skills	Situation Dependent	187	173/224
Inst. Assistant - RDSPD	Situation Dependent	187	435
Inst. Assistant - Deaf Interpreter	Situation Dependent	187	435
Inst. Assistant - AEP	One (1) Person district wide	187	193
ESSER Behavior Technician Assistant (SY 21-22, 22-23, 23-24)	Situation Dependent	187	282
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 19, 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 2023 - 2024
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	0-500 = 1 Full-time person, 501+ = 2 Full-time persons	201	199
Librarian	One (1) per campus	197	199
Nurse	One (1) per campus	192	199
Social Worker	One (1) per campus	187	193
TEACHERS			
English	One (1) per 25 students per six (6) periods	187	199
Mathematics	One (1) per 25 students per three (3) periods	187	199
Science	One (1) per 25 students per six (6) periods	187	199
Social Studies	One (1) per 25 students per six (6) periods	187	199
Art	One (1) per 25 students per six (6) periods	187	199
Theatre Arts	One (1) per 25 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+ = +1	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
Spanish	One (1) Full-Time Person (De Leon IB MYP, Fossum DL)	187	199
Sci Tech Teacher	One (1) per campus	187	193
Literacy CSR	Situation Dependent, One (1) per 22 students	187	193
Dyslexia	One (1) per campus	187	199
Instructional Coach	One (1) per campus @ Travis and Brown	192	211
Technology Applications	One (1) per 25 students per six (6) periods	187	199
Technology Education	One (1) per 25 students per six (6) periods	187	199
Physical Education	One (1) per 25 students per six (6) periods	187	199
Special Education - Inclusion	One (1) per 20 students	187	173
Special Education - Visually Impaired	Situation Dependent	187	173
Special Education - Self Contained (5320)	One (1) per 12 students	187	224
AVID teacher	Situation Dependent	187	199
ESSER Student Learning Facilitator (SY 21-22, 22-23, 23-24)	One (1) Full-Time person (Brown, Travis, De Leon)	187	282

McALLEN INDEPENDENT SCHOOL
DISTRICT 2023 - 2024
MIDDLE SCHOOLS STAFFING GUIDELINES

INSTRUCTIONAL PARAPROFESSIONAL		DAYS	FUND
Inst. Assistant - At-Risk	One (1) per campus	187	193
Inst. Assistant - Deaf Interpreter - RDSPD (6475)	Situation Dependent	187	435
Inst. Assistant - In School Susp.	One (1) per campus	187	199
Inst. Assistant - Parental Involvement (6474)	Brown MS/Travis MS	187	211
Inst. Assistant - Resource Media	700+ = One (1) Paraprofessional	187	199
Inst. Assistant - RDSPD (6383)	Situation Dependent	187	435
Inst. Assistant - Special Ed.	Situation Dependent	187	173
Inst. Assistant - Technology Support	One (1) per campus	187	193
Certified Medical Assistant	Situation Dependent	192	199/211
ESSER Certified Medical Assistant (SY 21-22, 22-23, 23-24)	Situation Dependent	187	282
ESSER Behavior Technician Assistant (SY 21-22, 22-23, 23-24)	Situation Dependent	187	282
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
SUPPLEMENTAL PROFESSIONAL			
IB Coordinator	One (1) @DeLeon MS	187	199
Master Teacher	One (1) per core subject (Brown, Travis, De Leon)	187	255
RDSPD Hearing Impaired (5240) - Brown MS	Situation Dependent	187	435
Diagnostician	One (1) per campus (Also assigned other campuses)	197	173
Speech Pathologist	One (1) per campus (Also assigned other campuses)	192	173
Speech Pathologist Assistant	Situation Dependent	192	173
Speech Pathologist - RDSPD - Brown MS	Situation Dependent	192	435
Licensed Vocational Nurse	One (1) District Wide	192	199
Parent and Family Engagement Specialist (1151)	.5 per campus	187	211
Speech Pathologist Assistant - RDSPD (1181) - Brown MS	Situation Dependent	192	435
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 19,000 SF of cleanable floor space. This staffing standard does include the Head Custodian.	242	199

McALLEN INDEPENDENT SCHOOL
DISTRICT 2023 - 2024
MIDDLE SCHOOLS STAFFING GUIDELINES

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.	221	101

McALLEN INDEPENDENT SCHOOL
DISTRICT 2023 - 2024
HIGH SCHOOL STAFFING GUIDELINES

ADMINISTRATIVE SUPPORT		DAYS	FUND
Principal	One (1) per campus	226	199
Principal - Lamar Academy/Achieve Early College HS	One (1) per campus	222	199
Principal - I & G Center	One (1)	212	193
Assistant Principal	One (1) per campus	222	199
Assistant Principal	601-1300 = 1 Full-time person, 1301-2100 = 2 Full-time persons, 2101+ = 3 Full-time persons	212	199
Dean of Instruction	One (1) per campus	222	199
School Improvement Facilitator	One (1) per campus	212	211
Coordinator Athletic Head Coach	One (1) per campus	226	183
Counselor, Lead	One (1) per campus	207	199
Counselor	401-800 = 1 Full-time person, 801-1200 = 2 Full-time persons, 1201-1600 = 3 Full-time persons, 1600+ = 4 Full-time persons	203	199
Counselor - Lamar Academy/Achieve Early College HS	450+ = 1/2 (.5) person	203	199
Counselor - CTE	One (1) per campus	203	162
Counselor - Special Ed.	Situation Dependent	203	173
Counselor - Gear Up	(2) @ McHi	201	274
Specialist - College Admissions	One (1) per campus	201	155
Specialist - Graduation	One (1) per campus	197	193
Specialist - Graduation AECHS/Lamar Academy	One half (.5) per campus	197	193
Specialist - College and Career Readiness	Two (2) per campus	201	193
Specialist - Parent and Family Engagement	One half (.5) per campus	187	211
Specialist - Social Emotional Learning	One (1) per campus	187	289
Campus Testing Coordinator	One (1) per campus (comprehensive), One (1) per campus (Lamar Academy)	187	199
IB Coordinator	One (1) @Lamar IB	187	199
Diagnostician	Situation Dependent	197	173
Librarian	Two (2) per campus (comprehensive), One (1) per campus (AECHS/Lamar Academy)	197	199
Head Nurse, RN	One (1) per campus	192	199
Social worker	One (1) per campus	187	193
Speech Pathologist	Situation Dependent	192	173 / 224
Speech Pathologist Assistant	Situation Dependent	192	173
Athletic Trainer	Two (2) per campus	205	183
TEACHERS			
English	One (1) Teacher per 25 students x 6 periods	187	199 / 193 / 153
Mathematics	One (1) Teacher per 25 students x 6 periods	187	199 / 193 / 153
Science	One (1) Teacher per 25 students x 6 periods	187	199 / 153
Economics	One (1) Teacher per 25 students x 6 periods	187	199 / 162

McALLEN INDEPENDENT SCHOOL
DISTRICT 2023 - 2024
HIGH SCHOOL STAFFING GUIDELINES

TEACHERS (continued)		DAYS	FUND
American Sign Language	One (1) Teacher per 25 students x 6 periods	187	199
Credit Recovery	Situation Dependent	187	193
ELA CSR	Situation dependent	187	255
Math CSR	Situation dependent	187	255
ELA Bridging	Situation dependent	187	193
Math Bridging	Situation dependent	187	193
Science Bridging	Situation Dependent	187	211
RSD Hearing Impaired (5240) - Memorial HS	Situation dependent	187	435 / 315
Transition Teacher	Situation Dependent	187	211
Transition Teacher - AECHS/Lamar Academy	One (1) per campus	187	211
Art	One (1) Teacher per 25 students x 6 periods	187	199
AVID	Situation Dependent	187	199
Band Director, Head	One (1) per campus	212	199 / 184
Band Director, Assistant	Three (3) 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 25 students x 6 periods	187	199
Health	One (1) Teacher per 25 students x 6 periods	187	199
Journalism	One (1) Teacher per 25 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
Piano Accompanist	Two (2) per campus	187	199
JROTC	Two (2) per campus	216 / 226	199
Sociology	One (1) Teacher per 25 students x 6 periods	187	199
Social Studies	One (1) Teacher per 25 students x 6 periods	187	199
Spanish	One (1) Teacher per 25 students x 6 periods	187	199
Speech	One (1) Teacher per 25 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
CTE Teacher	Number of CTE students per Teacher depends on the Square Footage of the classroom or the number of computers per classroom. Range of students per Teacher is 16-25.	187 / 226	162
AEP	Two (2) per campus	187	193
Physical Education	One (1) Teacher per 25 students x 6 periods	187	199

McALLEN INDEPENDENT SCHOOL
DISTRICT 2023 - 2024
HIGH SCHOOL STAFFING GUIDELINES

TEACHERS (continued)		DAYS	FUND
PRS Teacher - Lamar Academy	One (1) per campus	187	193
Special Education - Inclusion	One (1) Teacher per 20 students	187	173
Special Education - Visually impaired	Two (2) Teachers District wide	187	173
Special Education - Self Contained (5320)	One (1) per 12 students	187	224
Special Education - Voc. Adj. Coordinator	Situation Dependent	221	173
Licensed Vocational Nurse	One (1) per campus (Comprehensive)	192	199
Certified Medical Assistant	One (1) per campus (Comprehensive)	192	199
INSTRUCTIONAL PARAPROFESSIONAL			
Inst. Assistant - At Risk	Three (3) per campus	187	193
Inst. Assistant - Bilingual	One (1) per campus	187	164
Inst. Assistant - Computer Lab (6365)	One (1) per campus	187	193
Inst. Assistant - Computer Lab (6365) AECHS/Lamar Academy	One (1) per campus	187	193
Inst. Assistant - In school suspension	One (1) per campus	187	199
Inst. Assistant - Instruction & Guidance (6384)	One (1) per campus	187	193
Inst. Assistant - Parental Involvement (6474)	One (1) per campus	187	211
Inst. Assistant - Radio & TV prog. - McAllen HS	One (1)	187	199
Inst. Assistant - Resource Media	One (1) per comprehensive H.S. / 750+ = One (1) Paraprofessional	187	199
Inst. Assistant - RSD (6383) - Memorial HS	Situation Dependent	187	435
Inst. Assistant - Special Education	One (1) per campus - 80+ students = One (1) additional aide	187	173 / 224
Inst. Assistant - Technology Support	One (1) per campus	187	193
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	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	One (1) per campus	222	199

McALLEN INDEPENDENT SCHOOL
DISTRICT 2023 - 2024
HIGH SCHOOL STAFFING GUIDELINES

SECRETARY/CLERICAL PARAPROFESSIONAL (continued)		DAYS	FUND
Secretary - Principal - I & G Center	One (1) per campus	212	199
Clerk - Attendance - Lamar Academy/Achieve Early College HS	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
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 19, 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.	221	101
15:1 ratio for DAEP teacher			

Glossary of Terms



Ad Valorem Tax: The primary source of local funding for school districts is ad valorem taxes levied against the local tax base. Ad valorem means according to the value.

Adjusted Basic Allotment: The base allotment is adjusted based on how much it costs to educate students in that region of the state as assigned by the cost of index (CEI).

Appraise: To make an estimate of value, particularly of the value of property. Note, if the property is valued for purposes of taxation, the less-inclusive term "assess" is substituted for the above term.

Appropriated Budget: The expenditure authority created by the appropriation bills or ordinances that are signed into law and related estimated revenues. The appropriated budget would include all reserves, transfers, allocations, supplemental appropriations, and other legally authorized legislative and executive changes.

Appropriation: An authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation is usually limited in amount and as to the time when it may be expended.

Assessed Valuation: A valuation set upon real estate or other property by the County Appraisal District to be used as a basis for levying taxes.

Audit: A comprehensive review of the manner in which the government's resources were actually utilized. A certified public accountant issues an opinion over the presentation of financial statements, tests the controls over the safekeeping of assets and makes recommendations for improvements for where necessary.

Average Cost Per Student: the total costs of the district divided by the total enrollment.

Average Daily Attendance (ADA): The number of students in ADA can be found by adding the number of students who are in attendance each day of the school year for the entire school year and dividing by the number of days of instruction to compute average daily attendance. ADA is used in the formula to distribute funding to Texas public school districts.

Balanced Budget: A budget with total expenditures not exceeding total revenues and monies available in the fund balance within an individual fund.

Basic Allotment: The basic allotment is a set dollar amount to which each school district is entitled per student in ADA. It is used to calculate foundation program costs and state aid to school districts.

Bond: A written promise, generally under seal, to pay a specified sum of money, called the face value, at a fixed time in the future, called the date of maturity, and carrying interest at a fixed rate, usually payable periodically. The difference between a note and a bond is that the latter usually runs for a longer period of time and requires greater legal formality.
School Bonds are issued by a public school district to finance buildings or other capital projects. In the simplest terms, bonds for school projects are similar to a mortgage for a home. To be able to sell bonds a school district must have voter approval through an election.

Bonded Debt: The part of the school district debt which is covered by outstanding bonds of the district. Sometimes called "Funded Debt or Bonded Indebtedness".

Bonds Authorized and Unissued: Bonds which have been legally authorized, but not issued, and which can be issued and sold without further authorization.

Bonds Issued: Bonds sold.

Budget: A plan of financial operation embodying an estimate of proposed expenditures for a given period or purpose and the proposed means of financing them.

Budget Amendment: This is the reallocation of budgeted funds from one function code to another. All budget amendments are required to be adopted by the last day of the fiscal year.

Budget Transfer: This is the reallocation of budgeted funds from within the same function code.

Capital Expenditures/Outlay: Land, building, machinery, furniture, and other equipment which the school district intends to hold or continue in use for more than one (1) year, and has a per unit value of $5,000 or more. "Fixed" denotes probability or intent to continue use or possession, and does not indicate immobility of an asset.

Capital Projects Fund: A government fund type with budgetary control established to account for projects that are financed by the proceeds from bond issues, or for capital projects otherwise mandated to be so accounted for in this fund.

Cash Basis of Accounting: Basis of accounting that recognizes transactions or events when related cash amounts are received or disbursed.

Cash Balance: the amount of funds available in liquid investments to cover expenditures at a single point in time.

Cash Flow: the net of cash receipts and cash disbursements during a particular accounting period.

Co-Curricular Activities: This function is used for expenditures/expenses for school-sponsored activities outside the school day. These activities are generally to provide students with experiences such as motivation and the enjoyment and improvement of skills in either a competitive or noncompetitive setting are that not part of the regular instructional program. Examples include athletics, clubs, band and orchestra, drill team, Future Farmers of America (FFA), cheerleading, one-act plays, speech, debate, National Honor Society, etc.

Comprehensive Annual Financial Report (CAFR): A financial report that encompasses all funds and component units of the government. The CAFR is the governmental unit's official annual report.

Cost of Education Index (CEI) or Adjustment: An index the State uses to adjust the basic allotment to account for geographic or other cost differences beyond local school district control. The current index has not been updated since 1990.

Current Year's Tax Levy: Taxes levied for the current fiscal period.

Debt: An obligation resulting from the borrowing of money or from the purchase of goods and services. Debts of local education agencies include bonds, loans, and leases, etc.

Debt Limit: The maximum amount of gross or net debt which is legally permitted by law.

Debt Service Fund: A governmental fund with budgetary control that accounts for expenditures for the retirement of Bonded Debt and expenditures for interest on Bonded Debt.

Delinquent Taxes: Taxes remaining unpaid on and after the date on which they become delinquent by statute, which is after February 1st.

Education Service Center (ESC): Twenty intermediate education units located in regions throughout Texas that assist and provide Services for local school Districts.

Effective Tax Rate: State law in Texas prescribes a formula for calculating the effective tax rate for districts. The net effect of the formula is to produce a tax rate that generates approximately the same revenue as the year before.

Enrollment: The number of students, early education through grade 12, registered in a school at a designated time in the school year. This designated time is the last Friday in October, also referred to as The Public Education Information Management System "snapshot date."

Existing Debt Allotment (EDA): Eligibility is determined by the date of first payment made on general obligation bonds issued by a school district. Bonds for which the first payment was made before the end of a state biennium are eligible to receive EDA. The amount of funding is determined by the district's I & S tax effort during the last year of the preceding state biennium.

- Application not necessary, for bonds only
- State aid limited to 29 cents of debt rate

Expenditures: An expenditure is a payment or disbursement incurred for governmental funds under the modified accrual basis of accounting. For example, the expenditure may be for the purchase of an asset, a reduction of a liability, or it could be an expense.

Expenses: An outflow of financial resources that occurs when the liability for a payment for goods or services is incurred for proprietary (enterprise and internal service) funds under the accrual basis of accounting.

Fiscal Period: Any period at the end of which a local education agency determines its financial position and the results of its operations. The period may be a month, or a year, depending upon the scope of operations and requirements for managerial control and reporting.

Fiscal Year (FY): A twelve-month period of time to which the annual budget applies and at the end of which a local education agency determines its financial position and the results of its operations. The District's fiscal year is July 1 through June 30.

Fixed Assets: Land, building, machinery, furniture, and other equipment which the school district intends to hold or continue in use for more than one (1) year, and has a per unit value of $5,000 or more. "Fixed" denotes probability or intent to continue use or possession, and does not indicate immobility of an asset.

Food Service: Those activities which have as their purpose the preparation and serving of regular and incidental meals, lunches, or snacks in connection with school activities.

Forecasting Expenditures: the projected results for future years.

Forecasting Revenues: the projected results for future years.

Foundation School (FSP): A program for the support of a basic instructional program for all Texas school children. Money to support the program comes from the Permanent School Fund, Available School Fund, Foundation School Fund, State general revenue, and local property taxes. Currently, the FSP described in the Texas Education Code consists of three parts or tiers:

1. The first tier provides funding for a basic program.
2. The second tier provides a guaranteed-yield system so that school districts have substantially equal access to revenue sufficient to support an accredited program.
3. The third tier equalizes debt service requirements for existing facilities debt.

Function: A function represents a general operational area in a school district and groups together related activities; for example, instruction, campus administration, maintenance and operations, etc. As applied to expenditures, this term has reference to an activity or service aimed at accomplishing a certain purpose or end.

Fund: An independent fiscal and accounting entity with a self-balancing set of accounts recording cash and/or other resources, together with all related liabilities, obligations, reserves, and equities which are segregated for the purpose of carrying on in accordance with special regulations, restrictions, or limitations.

Fund Balance: Fund balance is the difference between assets and liabilities at a given point in time. The change in fund balance is the difference between revenues and expenditures. Governmental Fund financial statements breaks down the fund balance into 5 categories:

- ***Non-Spendable*** – the portion of the gross fund balance that is not expendable (such as inventories, pre-paid items) or is legally earmarked for a specific use (such as the self-funded reserves program).
- ***Restricted*** – amounts constrained to a specific purpose by the provider, such as special populations programs and grants.
- ***Committed*** –that portion of the fund balance that is constrained to a specific purpose by the Board.
- ***Assigned*** – that portion of the fund balance that is spendable or available for appropriation but has been tentatively earmarked for some specific purpose by the Superintendent or designee.
- ***Unassigned*** – includes amounts available for any legal purpose. This portion of the total fund balance in the general fund is available to finance operating expenditures. The unassigned fund balance shall be the difference between the total fund balance and the total of the non-spendable fund balance, restricted fund balance, committed fund balance and assigned fund balance.

General Fund: A fund group with budgetary control used to show transactions resulting from operations of ongoing organizations and activities from a variety of revenue sources for which fund balance is controlled by and retained for the use by the local education agency. The General Fund is used to finance the ordinary operations of a governmental unit except those activities required to be accounted for in another fund.

General Obligation Debt: Tax supported bonded debt which is backed by the full faith and credit of the District.

Government Finance Officers Association (GFOA): A professional association of state/provincial and local finance officers in the United States and Canada, and has served the public finance profession since 1906. The association members are dedicated to the sound management of government financial resources.

Governmental Funds: Funds generally used to account for tax-supported activities. There are five different types of governmental funds: the general fund, special revenue funds, debt service funds, capital projects funds and permanent funds.

Grant: A contribution by one organization to another. The contributions are usually made to aid in the support of specified function (for example, At Risk Students), but it is sometimes also for general purposes.

Infrastructure: Long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples of infrastructure assets include roads, bridges, tunnels, drainage systems, water and sewer systems, dams, and lighting systems.

Instructional Facilities Allotment (IFA): The IFA program provides funding to school districts for debt service payments on debt principal and interest associated with the purchase, construction, renovation, and expansion of instructional facilities. IFA is application-based and is used for bonds or lease purchases. The yield is $35 per ADA per penny of tax effort.

Interest and Sinking (I & S): Funds that are used to pay the principal and interest of bonded debt. Bonds used by a government to finance major construction projects, to be paid by tax levies over a period of years, require a debt service (I & S) fund to account for their repayment.

Levy: (Verb) to impose taxes or special assessments. (Noun) The total of taxes or special assessments imposed by a governmental unit.

Maintenance and Operation (M & O) Tax Rate: The tax rate calculated to provide the revenues needed to cover Maintenance & Operations. M & O includes such things as salaries, utilities, and day-to-day operations.

Membership: The total number of public school students who were reported in membership as of the October snapshot date (the last Friday in October) at any grade, from early childhood education through grade 12. Membership is a slightly different number from enrollment because it does not include those students who are served in the district for fewer than 2 hours per day.

Modified Accrual Basis: A basis of accounting in which expenditures are accrued when incurred and revenues are accounted for when they become measurable and available.

Object: the particular type of good or services utilized. Examples include payroll cost, supplies, travel, etc.

Other Financial Sources: An increase in current financial resources that is reported separately from revenues to avoid distorting revenue trends. The use of the other financing sources category is limited to items so classified by GAAP.

Other Financing Uses: A decrease in current financial resources that is reported separately from expenditures to avoid distorting expenditure trends. The use of the other financing uses category is limited to items so classified by GAAP.

Personnel, Administration: Personnel on the school payroll who are primarily engaged in activities which have as their purpose the general regulation, direction, and control of the affairs of the school district that are system-wide and not confined to one school, subject, or narrow phase of school activity; for example, superintendent of schools.

Personnel, Full-Time: School employees who occupy positions, the duties of which require them to be on the job on school days, throughout the school year, at least the number of hours the schools in the system are in session.

Personnel, Part-Time: Personnel who occupy positions, the duties of which require less than full-time service. This includes those employed full-time for part of the school year, part-time for all of the school year, and part-time for part of the school year. See also Personnel, Full- Time.

Principal of Bonds: The face value of bonds.

Refined ADA: Refined Average Daily Attendance is based on the number of days of instruction in the school year. The aggregate eligible day's attendance is divided by the number of days of instruction to compute the refined average daily attendance. See also ADA.

Refunding Bonds: Bonds issued to pay off bonds already outstanding.

Revenue: inflow of resources that results from the income of a government from various sources.

Rollback Tax: Reference to current State of Texas school finance laws that require maintenance and operations tax rate increases (above a certain limit) to be voted on by the public. Rollback elections that fail, roll the tax rate back to the previous lower level.

Rollback Tax Rate: A tax rate that exceeds the rollback tax rate will automatically trigger an election. If the election to limit school taxes is successful, the tax rate the district may impose for the current year is limited to the calculated rollback tax rate.

Salary: The total amount regularly paid or stipulated to be paid to an individual, before deductions, for personal services rendered while on the payroll of the school district.

School, Elementary: A school classified as elementary by State and local practice that is composed of any span of grades not above grade six. In this District this term includes kindergartens and pre-kindergartens.

School, Middle: A school classified as middle by State and local practice that is composed of any span of grades six through eight.

School, Secondary: A school classified as secondary by State and local practices that is composed of any span of grades beginning with the next grade following the elementary/middle school, and ending with or below grade 12, including the different types of high schools and alternative high schools.

Special Revenue Fund: A governmental fund type with budgetary control, used to account for the proceeds of specific revenue sources, other than expendable trusts or for major capital projects that are legally restricted to expenditures for specified purposes.

State Compensatory Education (SCE): Compensatory education is defined in law as programs and/or services designed to supplement the regular education program for students identified as at risk of dropping out of school.

Tax Base: The total value of all real personal and mineral property in the District as of January 1st of each year as certified by the County Appraisal Board. The tax base represents net value after all exemptions.

Tax Rate: Total tax rate is set by the Board of Trustees and is made up of two components:

a. Maintenance and Operations
b. Interest and Sinking

Tax Rate Limitation: A school may not impose a maintenance and operation tax rate that exceeds $1.17 per $100 valuation of taxable property, nor an interest and sinking rate that exceeds $.50.

Tax Ratification Election (TRE): A special election called by the Board of Trustees asking voters to approve a tax rate that is above the $1.04 tax rate allowed by the state law.

Tax Roll: The official list showing the amount of taxes levied against each taxpayer or property.

Taxes: Compulsory charges levied by a governmental unit for the purpose of financing services performed for the common benefit. It does not include special assessments.

Teacher Retirement System (TRS): TRS delivers retirement and related benefits authorized by law for members and their beneficiaries.

Texas Association of School Business Officials (TASBO): An independent, not-for-profit professional, association dedicated to being the trusted resource for school finance and operations in Texas.

Texas Education Agency (TEA): The Texas Education Agency provides leadership, guidance, and resources to help schools meet the educational needs of all students. Located in Austin, Texas, TEA is the administrative unit for primary and secondary public education.

Texas Education Code (TEC): This code applies to all educational institutions supported in whole or in part by state tax funds.

Total Tax Rate: The total tax rate is the sum of all I & S and M & O.

Underlying Bond Rating: The rating the district would be given by investor services to give relative indications of credit quality to stand alone without the permanent bond guarantee by the State.

Weighted Students in Average Daily Attendance (WADA): In Texas, students with special educational needs are weighted for funding purposes to help recognize the additional costs of educating those students. Weighted programs include special education, career and technology, bilingual, gifted and talented, and compensatory education.

Works Cited

GARZA, ALICIA A. "MCALLEN, TX." *GARZA, ALICIA A.* Texas State Historical Association, 14 June 2010. Web. 24 May 2017. <https://tshaonline.org/handbook/online/articles/hdm01>.

Saffire. "Welcome Visit McAllen!" *Saffire Blog | Blog*. Saffire, 2017. Web. 24 May 2017. <http://www.saffire.com/blog/index.php/welcome-visit-mcallen/>.

United States Census Bureau. *Quick Facts McAllen City, Texas*. United States Census Bureau, n.d. Web. 24 May 2017. <https://www.census.gov/quickfacts/table/POP010210/4845384,48>.

McAllen EDC. "Living Here." *Housing/Cost - McAllen EDC*. McAllen EDC, 2017. Web. 24 May 2017. <http://www.mcallenedc.org/living-here/housing-cost>.

McAllen Chamber of Commerce. "10 Cheapest Places to Live in the U.S." *CBS News*. CBS Interactive, 13 Nov. 2012. Web. 24 May 2017. <http://www.cbsnews.com/pictures/10-cheapest-places-to-live-in-the-us/3/>.

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2021-1012 Trophies, T-shirts, Awards, Incentives, and Related Products and Services (Round 19)

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District solicited proposals for trophies, t-shirts, awards, incentives, 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, 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. The Board, with some exceptions, historically awarded this Request for Proposal on a monthly basis. One hundred one (101) vendors were previously awarded through this Request for Proposal.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

One thousand three hundred nineteen (1,319) vendors were invited to submit responses, and seven (7) vendors responded, including two (2) no bid, and one (1) previously awarded (with no changes). The evaluation committee comprised of Alexandra Molina, Executive Director of Child Nutrition & Purchasing; Elizabeth Cabrera, Coordinator for Purchasing Services; and Sandra Pulido, Buyer, evaluated the proposals. Administration is recommending the four (4) vendors listed on the attached list, be awarded, for a total of one hundred five (105) vendors, on this Request for Proposal.

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. 2021-1012 Trophies, T-shirts, Awards, Incentives, and Related Products and Services (Round 19), to vendors on the attached list, for a coterminous term through June 30, 2024.

SUBMITTED BY: Alexandra Molina (Jun 7, 2023 12:28 CDT)

SUPERVISOR:

For further information contact:
Name: Alexandra Molina
Office: 956-657-4480
Email: alexandra.molina@mcallenisd.net

Approved for presentation to the Board of Education:

600

Superintendent of Schools

2021-1012 RFP Trophies, T-shirts, Awards, Incentives, and Related Products and Services (Round 19)

No.	Responding Supplier	City	State	Recommendation
1	Compound Sportswear LLC	McDonough	GA	Qualified
2	Fast Screen Print (Rampage Studio LLC)	McAllen	TX	Qualified
3	Scarborough Specialties, Inc	Lubbock	TX	Qualified
4	T9 Sports (Venustiano Martinez)	Laguna Vista	TX	Qualified

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action of Continuation of Interlocal Cooperation Agreement No. 2017-095 Hidalgo County Tax Assessment and Tax Collection

REFERENCE: Goal 4; Strategy 7: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On September 3, 1996, the Board of Trustees approved an interlocal cooperation agreement for tax assessment and collections with Hidalgo County for an annual fee of $124,901.00. This agreement automatically renews for subsequent tax years, unless written notification is given of the intent to terminate, at least sixty (60) days prior to renewal date. Each year prior to May 1, the county submits to the District the fee for the following year. The cost may not increase more than 5% per year.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The following chart displays the history of fees and increases.

Beginning School Year		Ending School Year	Annual Fee	Increase Percentage
1996-1997	to	2001-2002	$124,901.00	-
2002-2003	to	2004-2005	$130,271.00	4.3%
2005-2006	to	2009-2010	$136,784.55	5.0%
2010-2011	to	2013-2014	$143,623.78	5.0%
2014-2015	to	2016-2017	$150,804.00	5.0%
2017-2018	to	2020-2022	$158,340.00	5.0%
2020-2022	to	2022-2023	$166,248.00	4.8%
2022-2023	to	2023-2024	$166,248.00	0%

For the 2023-2024 fiscal year, the Hidalgo County Tax Office will not increase the annual fee.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

The tax collection contract amount of $166,248.00 will be budgeted in 2023-2024 from the General Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve the Continuation of Interlocal Cooperation Agreement No. 2017-095 Hidalgo County Tax Assessment and Tax Collection in the amount of $166,248.00 effective July 1, 2023 to June 30, 2024.

SUBMITTED BY: _____ **SUPERVISOR:** _____

For further information contact:
Name: Iris Luna, RTSBA
Office: (956)618-6016
Email: iris.luna@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

June 6, 2023

Ms. Adel Felix, CPA, CFE
Assistant Superintendent for Business Operations, McAllen ISD
2000 N. 23rd St.
McAllen, TX. 785701

Dear Ms. Felix:

As per Clause VI, consideration of our Collection of Taxes Contract be advised that the fee for the taxable year 2023 will remain at **$166,248.00**. Effective July 1, 2023.

Please sign, date and return this letter to us as soon as possible.

Sincerely,

Pablo (Paul) Villarreal Jr.

Pablo (Paul) Villarreal, Jr. PCC
Hidalgo County Tax Assessor-Collector

XC: Hon. Richard F. Cortez
Hidalgo County Judge

Ms. Linda Fong CPFO
Hidalgo County Auditor

Accepted & Agreed:

By:_____ _____

Signature Title Date

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action to Approve Board of Education Meeting minutes

REFERENCE:

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The minutes for each meeting of the Board of Education are traditionally brought to the Board for approval. After approval, the minutes become the Official Record of Board Action.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The Administration asks that the Board of Education consider approval of the attached minutes.

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS:None

RECOMMENDED BOARD ACTION:
That the Board approve the minutes of the following meeting(s):

Board Workshop May 8, 2023
Regular Board Meeting May 8, 2023
Board Workshop May 15, 2023
Special Board Meeting May 17, 2023
Regular Board Meeting May 22, 2023
School Safety and Security Committee Meeting June 1, 2023

SUBMITTED BY: _____ **SUPERVISOR:** _____

For further information contact:
Name: Natalia Goza
Office: 956 618-6094
eMail: natalie.goza@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action for Board of Trustees to Serve as McAllen Education Foundation Board of Directors Member

REFERENCE: None

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
Section 2.04 of the Bylaws of the McAllen Education Foundation, Inc. provides the Superintendent of Schools of the McAllen Independent School District or designee shall hold permanent official seat with vote. The President of the Board of Trustees of the McAllen Independent School District and a representative of the Board of Trustees of the McAllen Independent School District shall hold permanent official seat with vote.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS: None

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION:
That the Board of Trustees approve one (1) member to serve as a member of the Board of Directors of the McAllen Education Foundation, Inc.

SUBMITTED BY: _____ **SUPERVISOR:** _____

For further information contact:
Name: Trustee Debbie Crane Aliseda
Office: 956 618-6094
email: debbie.aliseda@mcallenisd.net

Approved for presentation to the Board of Education:

Superintendent of Schools

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action on Human Resources Recommendation(s) for School Year 2023-2024

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen Independent School District utilizes a comprehensive hiring system that screens, evaluates and recommends the "best" candidates with the skill sets to maximize student learning. All recommended candidates meet compliance with State Law requirements, that is to increase the academic achievement of all students by helping campuses and district improve teacher quality.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Considerations are made in accordance with Board Policy DC (LEGAL) and District Staffing Guidelines. Individual(s) to be identified under separate cover.

LEGAL REVIEW: Not Applicable

BUDGETARY CONSIDERATIONS:

Provided with individuals identified under separate cover.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve Human Resources Recommendation(s) for School Year 2023-2024.

SUBMITTED BY: _____ **SUPERVISOR:** Todd M Miller

Jun 6, 2023

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

Approved for presentation to the Board of Education:

J. Hinojosa

Superintendent of Schools Jun 7, 2023

Discussion and Possible Action on HR Recommendations 2023-2024

Final Audit Report 2023-06-07

Created:	2023-06-06
By:	Erika Melgoza (erika.melgoza@mcallenisd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzDBwKfjDmd_N69-WqbmqgEm6335f5zjd

"Discussion and Possible Action on HR Recommendations 2023-2024" History

Document created by Erika Melgoza (erika.melgoza@mcallenisd.net)
2023-06-06 - 11:13:45 PM GMT- IP address: 198.96.22.248

Document emailed to Todd Miller (todd.miller@mcallenisd.net) for signature
2023-06-06 - 11:14:27 PM GMT

Email viewed by Todd Miller (todd.miller@mcallenisd.net)
2023-06-06 - 11:20:52 PM GMT- IP address: 198.96.22.248

Document e-signed by Todd Miller (todd.miller@mcallenisd.net)
Signature Date: 2023-06-06 - 11:20:58 PM GMT - Time Source: server- IP address: 198.96.22.248

Document emailed to Jose Gonzalez (jose.gonzalez@mcallenisd.net) for signature
2023-06-06 - 11:20:59 PM GMT

Email viewed by Jose Gonzalez (jose.gonzalez@mcallenisd.net)
2023-06-07 - 2:12:29 PM GMT- IP address: 198.96.22.251

Document e-signed by Jose Gonzalez (jose.gonzalez@mcallenisd.net)
Signature Date: 2023-06-07 - 2:12:42 PM GMT - Time Source: server- IP address: 198.96.22.251

Agreement completed.
2023-06-07 - 2:12:42 PM GMT

Adobe Acrobat Sign

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2022-2023

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.

SUBMITTED BY: _____ **SUPERVISOR:** Todd M Miller

Jun 6, 2023

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

Approved for presentation to the Board of Education:

J. Hinojosa

608

Superintendent of Schools Jun 7, 2023

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Discussion and Possible Action on Recommendation for Position of Principal at Alonzo De Leon Middle School

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The position will be vacant as of June 13, 2023 upon the retirement of Samuel Cazares, Principal at Alonzo De Leon Middle School.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
The vacancy notice was posted on May 22, 2023 and interviews will be held on June 8, 2023. The interview committee will make their recommendation to the Superintendent. Recommendation will be presented under separate cover.

LEGAL REVIEW: Not Applicable

BUDGETARY CONSIDERATIONS: This is a budgeted position.

RECOMMENDED BOARD ACTION:
That the Board of Trustees approve the Superintendent's recommendation on the position of Principal at Alonzo De Leon Middle School

SUBMITTED BY: _____ **SUPERVISOR:** Todd M Miller

Jun 7, 2023

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

Approved for presentation to the Board of Education:

609

Superintendent of Schools Jun 7, 2023

Discussion and Possible Action on Position of Principal at Alonzo De Leon Middle School

Final Audit Report 2023-06-07

Created:	2023-06-07
By:	Erika Melgoza (erika.melgoza@mcallenisd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAArMqh9dfv0xG-qTBX1P4IOQMpwFOlDhuh

"Discussion and Possible Action on Position of Principal at Alonzo De Leon Middle School" History

Document created by Erika Melgoza (erika.melgoza@mcallenisd.net)
2023-06-07 - 2:27:32 PM GMT- IP address: 198.96.22.248

Document emailed to Todd Miller (todd.miller@mcallenisd.net) for signature
2023-06-07 - 2:29:08 PM GMT

Email viewed by Todd Miller (todd.miller@mcallenisd.net)
2023-06-07 - 2:29:48 PM GMT- IP address: 198.96.22.248

Document e-signed by Todd Miller (todd.miller@mcallenisd.net)
Signature Date: 2023-06-07 - 2:30:14 PM GMT - Time Source: server- IP address: 198.96.22.248

Document emailed to Jose Gonzalez (jose.gonzalez@mcallenisd.net) for signature
2023-06-07 - 2:30:16 PM GMT

Email viewed by Jose Gonzalez (jose.gonzalez@mcallenisd.net)
2023-06-07 - 2:37:16 PM GMT- IP address: 198.96.22.251

Document e-signed by Jose Gonzalez (jose.gonzalez@mcallenisd.net)
Signature Date: 2023-06-07 - 2:37:30 PM GMT - Time Source: server- IP address: 198.96.22.251

Agreement completed.
2023-06-07 - 2:37:30 PM GMT

Adobe Acrobat Sign

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: June 12, 2023

SUBJECT: Possible Action on Settlement, Release, and Assignment of 2023-215 with Western Surety Company (CNA Insurance Group) as Performance Bond Surety for Protech Integration Systems Inc. dba Protech Security Systems on Competitive Sealed Proposal No. 2021-127 Location 1 – Cathey Middle School and Location 2 – Jackson Elementary School

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On October 13, 2020, the Board of Trustees approved Competitive Sealed Proposal No. 2021-127 Location 1 - Cathey Middle School and Location 2 – Jackson Elementary School and awarded the project to Protech Integration Systems Inc. dba Protech Security Systems in the amount of $195,000.00.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District filed a claim against the surety company due to the Contractor's failure to complete the project. The District's Legal Counsel, along with District Administration, met on-site and negotiated payment in the full amount of the bond.

LEGAL REVIEW:

The Agreement has been reviewed by legal counsel.

BUDGETARY CONSIDERATIONS:

N/A

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve the Settlement, Release, and Assignment of 2023-215 with Western Surety Company (CNA Insurance Group) as Performance Bond Surety for Protech Integration Systems Inc. dba Protech Security Systems on Competitive Sealed Proposal No. 2021-127 Location 1 – Cathey Middle School and Location 2 – Jackson Elementary School.

SUBMITTED BY: _____ **SUPERVISOR:** Alejandra Gonzalez (Jun 8, 2023 16:35 CDT)

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

Approved for presentation to the Board of Education:

_____
Superintendent of Schools

SETTLEMENT, RELEASE AND ASSIGNMENT

WHEREAS, on or about October 29, 2020, McAllen Independent School District entered into a contract with Protech Integration Systems, Inc. dba Protech Security Systems in the amount of $195,000.00 for the CSP No. 2021 127, Location 1 – Cathey Middle School and Location 2 – Jackson Elementary School. Fire Alarm Upgrade(s) project (hereinafter referred to as the "Contract"); and

WHEREAS, Western Surety Company issued Performance Bond Number 72313112 effective October 19, 2020 (hereinafter referred to as the "Bond") on behalf of Protech Integration Systems, Inc. dba Protech Security Systems ("Protech") and in favor of McAllen Independent School District; and

WHEREAS, the penal sum of the Bond is $195,000.00; and

WHEREAS, McAllen Independent School District has filed a claim with Western Surety Company alleging non-performance; and

WHEREAS, Western Surety Company has obtained a bid from Superior Alarms in the amount of $291,775.00 to complete the work required to be performed under the Contract; and

WHEREAS, McAllen Independent School District certifies to Western Surety Company that is has paid the sum of $118,800.00 on the Contract, leaving a Contract balance of $76,200.00; and

WHEREAS, Western Surety Company has agreed to pay, and McAllen Independent School District has agreed to accept, the full Bond amount of $195,000.00 in settlement of the claim on the Bond; it is therefore agreed as follows:

NOW THEREFORE, in consideration of the sum of $195,000.00, McAllen Independent School District does hereby release and discharge Western Surety Company, as Surety, from any and all liability on the referenced Bond.

IN FURTHER CONSIDERATION of the aforesaid payment, McAllen Independent School District hereby assigns, transfers, and sets over to Western Surety Company its interest in pursuing Protech for the Bond amount of $195,000.00, for Western Surety Company to pursue Western Surety Company's claim(s) against Protech. However, in no event does McAllen Independent School District assign any of its rights, claims, actions, or causes of action and right of recovery against Protech for any claim other than that for the Bond, or for any damages in excess of the Bond sum of $195,000.00.

Dated: _____

McAllen Independent School District
By: _____
Printed Name: Debbie Crane Aliseda
Title: Board President

STATE OF _____§
COUNTY OF _____§

Before me this date personally appeared _____, known to me to be the Board President of McAllen Independent School District, who upon oath acknowledged to me that the Board President is duly authorized to execute the above and foregoing Settlement, Release and Assignment on behalf of McAllen Independent School District, that the Board President has read the foregoing Settlement, Release and Assignment, and that the Board President has executed the same on behalf of McAllen Independent School District for the purposes and consideration therein expressed.
Date: _____
My Commission Expires: _____

_____
Notary Public in and for said County and State

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

by: _____
Ann E. Greenberg, Attorney