



Brownsville Independent School District

Board of Trustees

Rescheduled Regular Board Meeting

June 16, 2020

5:30 PM

BISD Administration Building Boardroom
1900 East Price Road
Brownsville, Texas 78521

A G E N D A

NOTE: The Board of Trustees may go into Closed/Executive Session to deliberate any item on this agenda as authorized by the Texas Open Meetings Act, Texas Government Code Chapter 551.

- I. Meeting Called to Order.
- II. Moment of Silence.
- III. Pledge of Allegiance.
- IV. Roll Call:
- V. Recommend approving the **agenda** of the **Rescheduled Regular Board Meeting of June 16, 2020** with any corrections/deletions.
- VI. Recommend approval of **minutes** for the **Rescheduled Regular Board Meeting held Tuesday, March 10, 2020** with any corrections. 9
- VII. **COVID - 19:**
 - A. **Conference Presentation(s):**
 - 1. Update on COVID-19
 - a. Curriculum & Instruction Update 48
 - b. Business & Operations Update/FEMA 55
 - B. **Action Item(s):**
 - 1. Recommend approval for the staff and administration to receive \$450.00 for April to July, 2020 for providing on-line learning to students during COVID-19 pandemic and to allow staff and administration to complete their required training in June and July 2020.* 73
 - 2. Recommend approval to submit the Waiver application to request the use of TPRI/Tejas Lee as the alternate Kindergarten Reading Instrument due to COVID-19 to the Texas Education Agency for the 2020-2021 school year. * 82
 - 3. Recommend approval to submit Waiver application of required early notice of students in 4th and 7th grade at risk of failure in the next grade as the STAAR exams 87

were canceled due to COVID-19 to the Texas Education Agency for the 2019-2020 school year. *

VIII. Superintendent's Report: * SB1566

A. Conference Presentations:

- 1. Recognition of student Marco Martinez, Senior Hanna Early College High School for being selected to the Texas 6A top 100, ranking 17th in strikeouts. 90
- 2. Presentation regarding Employee Benefits Committee Review, Selection and Recommendation Process for Voluntary Insurance Products. 97
- 3. Employee Handbook for the 2020-2021 School Year. 104
- 4. Brownsville Independent School District Financial Report for the period ended May 31, 2020. 205
- 5. Update on Demographic Study. 245

IX. PUBLIC COMMENT:

X. Recommend approving the **Consent Agenda**. The Board has agreed to discuss the following items. All of the items below that are not called out will be approved by consent.

(All presentations limited to five (5) minutes)

XI. Board Member Request(s)

A. Conference Presentation(s):

- 1. Presentation and discussion with administration to clarify the method being used to calculate and implement EIE (Local) (Legal), EIC (Local) (Legal), and EIA (Legal) (Local) as it pertains to report cards, weighted grade point average, and class rankings. (Board Member Request – Minerva Pena, Board Support Eddie Garcia and Dr. Prisci Roca Tipton) 246

B. Action Item(s)

- 1. Discussion, consideration, and possible action to modify the policies and method being used to calculate and implement EIE (Local) (Legal), EIC (Local) (Legal), and EIA (Legal) (Local) as it pertains to report cards, weighted grade point average, and class rankings. (Board Member Request – Minerva Pena, Board Support Eddie Garcia and Dr. Prisci Roca Tipton) 250

XII. Consent Agenda:

A. Recommend approval of the following General Function Item(s):

- 1. Recommend approval to purchase 10,000 Chromebooks 11 3100 2-in-1 for Distance Learning for Student Use District-wide/Phase II, from Dell, Inc., One Dell Way, Round Rock, TX 78682 in the amount not to exceed \$2,750,000.00. Acquisition to be processed using the Department of Information Resources Resolution #R-003/19-20. * 254
- 2. Recommend approval to adopt the Student Code of Conduct for 2020-2021 school year. * 259
- 3. Recommend approval to amend the 2020-2021 Secondary Course Listing Guide to reflect the corrected school year (2020-2021) and to update pages 36-37 for the guide. * 264
- 4. Discussion, consideration and possible action regarding cancelling the Regular Board Meeting of July 7, 2020 due to summer work schedule. 267

5. Recommend approval to appoint Dr. Rene Gutierrez, Superintendent as agent to perform the duties provided by Texas Election Law, Sec. 31.123 for School Trustee Elections, effective immediately.	268
6. Recommend approval to authorize the Administration to move forward with the Lopez ECHS – Bus-Drive & Staff Parking Lot Improvements project, and to select the Competitive Seal Proposal as a delivery method as authorized by the Texas Education Code under Chapter 2269 of the Government Code for Construction Services. Funding to be from Maintenance Tax Note Fund 189.	271
7. Recommend approval to authorize the Administration to move forward with the Lopez ECHS – Roof Replacement project, and to select the Competitive Seal Proposal as a delivery method as authorized by the Texas Education Code under Chapter 2269 of the Government Code for Construction Services. Funding to be from Maintenance Tax Note Fund 189.	286
8. Recommend approval to authorize the Administration to move forward with the Vela MS – Bus-Drive Improvements project, and to select the Competitive Seal Proposal as a delivery method as authorized by the Texas Education Code under Chapter 2269 of the Government Code for Construction Services. Funding to be from Maintenance Tax Note Fund 189.	301
9. Recommend approval to authorize the superintendent to submit applications for the district attendance waiver(s) due to inclement weather, health, safety-related, or other qualifying issues to the Texas Education Agency (TEA) as needed for the 2020-2021 and 2021-2022 school years.	316
B. Recommend approval of the following Payment(s):	
1. Recommend approval for payment in the amount of \$602.00 to O’Hanlon, Demerath & Castillo for legal services.	317
2. Recommend approval for payment of annual renewal and software maintenance fees not to exceed \$994,106.60 for eSchools K-12 Education, Bethlehem, PA, and Business PLUS, Chico, CA, Public Sector through parent company PowerSchool Group LLC Folsom, CA for the 2020-2021 school year.	320
3. Recommend approval of Payment #6 for \$19,979.64 as partial payment to Gomez Mendez Saenz Architects for Architectural Services work completed on the Hanna ECHS New Gymnasium Facility project to be paid from Tax Rate Increase Fund 188.	322
4. Recommend approval of Payment #1 for \$4,639.68 as partial payment to NM Contracting, LLC for Construction Services work completed on the Cummings CTE CV4 MEP Upgrades project to be paid from Maintenance Tax Note Fund 189.	325
5. Recommend approval of Payment #1 for \$15,900.00 as partial payment to Plagar Engineering, LLC., for Engineering Services work completed on the Canales Elementary-Parking Lot Improvement Project to be paid from Maintenance Tax Note Fund 189.	329
6. Recommend approval of Payment #1 for \$131,400.00 as partial payment to Gomez-Mendez-Saenz Architects. for Architectural Services work completed at Canales & Garza Elementary Re-Roofing Project to be paid from Maintenance Tax Note Fund 189.	332

7. Recommend approval of Payment #2 for \$83,586.70 as partial payment to ZIWA Corporation for Construction Services work completed on the Veterans ECHS-Visitors Restroom Facilities Project to be paid from Maintenance Tax Note Fund 189. 338
8. Recommend approval of Payment #2 for \$124,279.00 as partial payment to RG Enterprises, LLC dba G & G Contractors for Construction Services work completed on the Multi-Campus Canopy Upgrade project to be paid from Maintenance Tax Note Fund 189. 344
9. Recommend approval of Payment #3 for \$15,000.00 as partial payment to AMTECH Solutions, Inc. for Engineering Services work completed on the Aquatic Center-Roof Design Consulting Services project to be paid from Maintenance Tax Note Fund 189. 351
10. Recommend approval of Payment #3 for \$109,501.69 as partial payment to ZIWA Corporation for Construction Services work completed on the Food Nutrition Services Roof Repair Project to be paid from Maintenance Tax Note Fund 189. 353
11. Recommend approval of Payment #3 for \$382,278.31 as partial payment to ARGIO Roofing & Construction, LLC for Construction Services work completed on the Multi-Campus Roof Replacement Phase I project to be paid from Maintenance Tax Note Fund 189. 357
12. Recommend approval of Payment #3 for \$570,170.52 as partial payment to Victoria Air Conditioning, LTD, for Construction Services work completed on the Rivera ECHS – HVAC & LED Lighting Upgrade project to be paid from Maintenance Tax Note Fund 189. 372
13. Recommend approval of Payment #4 for \$6,250.00 as partial payment to AMTECH Solutions, Inc. for Engineering Services work completed on the Aquatic Center-Roof Design Consulting Services project to be paid from Maintenance Tax Note Fund 189. 380
14. Recommend approval of Payment #4 for a total of \$7,249.97 as partial payment Green, Rubiano & Associates for Structural Engineering Services work completed on the District Wide (6) Canopy Repair & Replacement Project to be paid from Maintenance Tax Note Fund 189. 382
15. Recommend approval of Payment #4 for \$172,637.05 as partial payment to Victoria Air Conditioning, LTD, for Construction Services work completed on the Rivera ECHS – HVAC & LED Lighting Upgrade project to be paid from Maintenance Tax Note Fund 189. 385
16. Recommend approval of Payment #5 for \$849.24 as partial payment to Gomez Mendez Saenz Architects for Architectural Services work completed on the Hanna ECHS New Gymnasium Facility project to be paid from Tax Rate Increase Fund 188. 392
17. Recommend approval of Payment #5 for \$127,746.02 as partial payment to American Contracting USA, Inc. for Construction Services work completed on the Multi-Campus Roof Replacement Phase II project to be paid from Maintenance Tax Note Fund 189. 397
18. Recommend approval of Payment #5 for \$1,164,803.71 as partial payment to Victoria Air Conditioning, LTD, for Construction Services work completed on the 405

Rivera ECHS – HVAC & LED Lighting Upgrade project to be paid from Maintenance Tax Note Fund 189.

19. Recommend approval of Payment #6 for a total of \$1,000.00 as partial payment Green, Rubiano & Associates for Structural Engineering Services work completed on the BISD Food Nutrition Services Building Roof Repair Project to be paid from Maintenance Tax Note Fund 189. 412

20. Recommend approval of Payment #8 for \$11,400.00, as partial payment to Central Air & Heating Services, Inc. (CAHS, Inc.) for Construction Services work completed on the Margaret M. Clark Aquatic Center – HVAC & Controls Replacement project to be paid from Maintenance Tax Note Fund 189. 415

21. Recommend approval of Payment #8 for \$925,079.91 as partial payment to Gerlach Builders, LLC dba WIL-CON for Construction Services work completed on the Hanna ECHS New Gymnasium Facility project to be paid from Tax Rate Increase Fund 188. 419

22. Recommend approval of Payment #12 for \$2,337.03 as partial payment to Armko Industries, Inc. for Architectural Services work completed on the Multi-Campus Roof Replacement Phase I project to be paid from Maintenance Tax Note Fund 189. 434

23. Recommend approval of Payments #13 and #14 for a total of \$3,186.84 as partial payment to Armko Industries, Inc. for Architectural Services work completed on the Multi-Campus Roof Replacement Phase II project to be paid from Maintenance Tax Note Fund 189. 438

C. Recommend approval of the following Budget Amendment(s):

1. Recommend approval of Budget Amendment #022 in the amount of \$47,678.00 for Local Funds. (Reallocation as requested by campuses and departments) 445

D. Recommend approval of the following Contract(s)/Agreement(s):

1. Recommend approval to accept the engineering contract amendment for the Hanna ECHS-HVAC Upgrades from Ethos Engineering Harlingen, Texas, in the amount not to exceed \$ 416,320.85 to be paid from Maintenance Tax Note Fund 189. 447

2. Recommend approval to enter into a Legal Services Retainer Agreement with Walsh Gallegos Trevino Russo and Kyle P.C. to provide support for routine legal matters for the time period from May 1, 2020 to April 30, 2021 at an annual cost of \$1,000. 455

3. Recommend approval to contract with the University of Texas-Rio Grande Valley for online services regarding the Texas Prefreshman Engineering Program (TexPREP) to be implemented during the Summer of 2020, which includes 6 Saturday Sessions at a cost of \$350.00 per student. * 470

4. Recommend approval to enter into contractual agreement with cdc b come dream, come build YouthBuild Brownsville, Texas Southmost College and Texas State Technical College to begin providing High School Equivalency instructional services along with Career Pathways and certification to adults in the Cameron County area in the amount not to exceed \$162,224.00. * 479

5. Recommend approval to enter into agreement with Cameron County Community Service Centers and School Districts to provide Adult Basic Education/Adult Secondary Education, High School Equivalency, English as Second Language and 559

certification for in demand occupations classes for the 2020-2021 school year at no cost to the District. *

E. Recommend approval of the following Bid(s)/Proposal(s)/Purchase(s)

1. Recommend approval to renew Bid #19-067 Fire System Annual Inspections and Repair on Fire Back Flows, Risers and Fire Pumps District-wide to several vendors, for a one (1) year period with the option to renew for one (1) additional one (1) year term. The term of the contract will be for the FY 2020 - 2021. (Annual Bid)
2. Recommend approval to renew Bid #19-096 Preventive Maintenance for Generators District-wide to several vendors, for a one (1) year period with the option to renew for one (1) additional one (1) year term. The term of the contract will be for the FY 2020 - 2021. (Annual Bid)
3. Recommend approval to renew RFP #19-119 Insurance Consultant to Valley Risk Consulting, Inc. of McAllen, Texas for the 2020-2021 plan year. The services are funded from Local Maintenance Funds not to exceed \$62,600.00.
4. Recommend approval to extend RFQ #17-128 Civil Engineering Services District-wide for an additional three (3) months to expire in September of 2020 to Plagar Engineering, LLC, Brownsville, Texas, M. Garcia Engineering, LLC, McAllen, Teas, and Gonzalez Engineering and Surveying, Brownsville, Texas to provide engineering services and to authorize the administration to negotiate a fee for said services on a project by project basis.
5. Recommend approval to extend RFQ #17-129 Texas Department of Insurance (TDI) Windstorm Inspection and Structural Engineering Services District-wide for an additional three (3) months to expire in September of 2020 to AGH Engineering & Surveying, Brownsville, Texas, Green Rubiano & Associates, Harlingen, Teas, and Chanin Engineering, LLC, McAllen, Texas to provide engineering services and to authorize the administration to negotiate a fee for said services on a project by project basis.
6. Recommend approval of RFQ #20-127 for Delinquent Ad Valorem Tax Attorney Services. Contract will be for one year beginning June 16, 2020, with the option to renew.
7. Request approval of RFQ #20-135 Energy and Water Consulting Service District-wide to Energy Smart Corp., Hot Springs, AR., and to allow Administration to enter into contract negotiations.
8. Recommend renewal of CSP# 20-112 TPA Service for the Self-Funded BISD Group Health, Pharmacy Benefit, Stop-Loss, AD&D and Wellness and Disease Management Plan to Blue Cross Blue Shield of Richardson, Texas in the amount not to exceed \$5,868,190.00 and Term Life/AD&D to Dearborn Life Insurance of Lombard, Illinois, in the amount not to exceed \$249,731.11 for a total of a two (2) year term with the option to renew for a two (2) additional one (1) year terms for the 2020-2021 Plan Year. In addition, administration is recommending doing away with the Benefit Value Advisor (BVA) a BCBS service for the 2020-2021 plan year.
9. Recommend awarding CSP #20-134 Third Party Monitoring of OCR Compliance for BISD Website to Active Internet Technologies (Finalsite) of Glastonbury, CT.
10. Recommend approval of CSP #20-136 Records Dept – Shredder Ventilating System project to Industrial Air Solutions, LLC of Weslaco, Texas in the amount no to exceed \$192,475.00 and to authorize the Administration to enter into negotiations and execute the contract. Funding to be paid from Maintenance Tax Note Fund 189.
11. Recommend approval to award CSP #21-004 Basic Education Certification Program for

Electrical, to South Texas Initiatives LLC of Hidalgo, Texas, for the 2020 - 2021 school year with the option to renew for two (2) additional one (1) year terms. Services will be rendered based on the needs of the district. (Annual Proposal)

12. Recommend approving CSP #20-137 Canopy Improvements at Canales, Cromack, Del Castillo, Aiken, & El Jardin Elementary Schools contract for Scoggins Construction Co., Inc., Harlingen, TX, in the amount not to exceed \$1,110,000.00 to be paid from Maintenance Tax Note.

13. Recommend approving CSP #20-138 Maintenance Department Warehouse Receiving Area Project contract for G & T Paving LLC, Brownsville, Texas, in the amount not to exceed \$338,842.83 to be paid from Local Funds 197.

XIII. CLOSED MEETING: as pursuant to the Texas Government Code Sections: 551.071, 551.072, 551.074, 551.082, and 551.084.

A. PERSONNEL MATTER(S):

1. Presentation, acceptance and approval of Retirements. (5)
2. Presentation, acceptance and approval of Resignations. (18)
3. Recommend approval of Department Professional Employee (C.C.) for change in contract for the 2020-2021 Fiscal School Year.
4. Board Self-Evaluation.
5. Personnel Update with Superintendent (Dr. René Gutiérrez).
6. Discussion, consideration and possible action on Superintendent's Evaluation.
7. Legal Update with Board Counsel (Baltazar Salazar).

B. BOARD AGENDA REQUEST(S):

1. Discussion, consideration and possible action to extend Superintendent Dr. Rene Gutierrez's contract for one additional year. (Board Member Request - Drue Brown, Dr. Prisci Roca Tipton - Support)

C. ATTORNEY CONSULTATION

1. **Staff Attorney**
 - a. Discussion regarding Monica Guerrero and Alec Austin Gonzalez vs. Brownsville Independent School District.
2. **Board Attorney**
 - a. Discussion, consideration, and possible action to hire counsel for representation.

D. INTERNAL AUDITOR CONSULTATION

1. Consultation with Lead Internal Auditor (Status of past, ongoing and completed Board approved audits).
2. Recommend approval of the Internal Audit Department's "Audit Plan" for the period July 1, 2020 to June 30, 2021.

XIV. BOARD RECONVENES - Board action on agenda items discussed in Executive Session.

XV. Announcement(s):

A. **Next scheduled Board Meeting** of the Board of Trustees is on Tuesday, August 4, 2020.

XVI. Adjournment.

STATE OF TEXAS

(Minutes conducted via electronic voting)

COUNTY OF CAMERON

BE IT REMEMBERED, that on the **10th day of March 2020**, the Board of Trustees of the Brownsville Independent School District met in a **Rescheduled Regular Board Meeting** at the Administration Building, 1900 Price Road, Brownsville, Texas, for the purpose of transacting any and all business that came before the Board and with the following to wit:

PRESENT:

Minerva Pena	President
Drue Brown	Vice-President
Dr. Prisci Roca Tipton	Secretary
Philip Cowen	Assistant Secretary
Eddie Garcia	Member
Laura Perez Reyes	Member

ABSENT:

Dr. Sylvia P. Atkinson	Member
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ALSO PRESENT:

Dr. Rene Gutierrez	Superintendent of Schools
Baltazar Salazar	Attorney for the Board

ALSO ABSENT:

None

WHEREUPON, a quorum being present and it appearing before the Board, it is hereby so found that notice of this **Rescheduled Regular Board Meeting** has been duly given in the manner and for the length of time as prescribed by law. The meeting was called to order and declared ready for the transaction of business with the following to wit:

- I. Meeting called to order by Ms. Minerva Pena, Board President at 4:30 p.m.**
- II. Moment of Silence led by Dr. Rene Gutierrez, Superintendent of Schools.**
- III. Pledge of Allegiance led by Mr. Eddie Garcia, Board Member.**
- IV. Roll Call. Ms. Minerva Pena, Board President announced that all Trustees are present.**
- V. Recommend approving the agenda of the Rescheduled Regular Board Meeting of Tuesday, March 10, 2020 with any corrections/deletions.**

Dr. Rene Gutierrez announced the following corrections/deletions:

Board Attorney Recommendation

- VII. A Level III Grievance-Item 1 will be deleted from agenda and backup**

Administration Recommendation

XII A General Function – Item 6 will be deleted from agenda and backup

XIII A. Personnel Items

**Item 11 Page 1201 will be replaced with Page 1201A
Page 1202 will be replaced with Page 1202A
Page 1203 will be replaced with Page 1203A
Page 1204 will be replaced with Page 1204A
Page 1205 will be replaced with Page 1205A
Page 1206 will be replaced with Page 1206A
Page 1207 will be replaced with Page 1207A
Page 1208 will be replaced with Page 1208A**

Motion made by Philip Cowen, seconded by Dr. Prisci Roca Tipton, and unanimously carried to recommend approving the agenda of the Rescheduled Regular Board Meeting of Tuesday, March 10, 2020 with corrections deletions as stated by administration, and Mr. Philip Cowen recuses himself from agenda item XIII A 11. (6-0)

(Exhibit I added to official minutes)

Note: Mr. Philip Cowen, Board Member recused himself from Item XIII A 11

Mr. Cowen stated before we vote I want to make one comment, I want to say, for the record, on item XIII A 11, the approval of campus professional staff teams, that I abstain, concerning Frances Cowen. I am understanding you don't have to do that, but I am still going to do it. My wife is getting another year. Ms. Minerva Pena, Board President stated, that will be noted, he will abstain on Frances Cowen. **Dr. Rene Gutierrez, Superintendent stated on your item Dr. Cantu, number nine I am going to pull it out and when we get to that item, you can give us the revised dates and the new timeline, when we pulled out that item specifically. Dr. Nellie Cantu, Deputy Superintendent stated that works out, yes sir. Dr. Cantu stated it is consent item XII A 9, page 3. Ms. Pena stated, no they are going to do some revisions. Dr. Gutierrez stated, I am going to do some revisions so I am going to pull it out and when we go over the revised dates Dr. Cantu will cover those dates.**

Note: Mr. Eddie Garcia, Board Member, inadvertently abstained.

VI. Recommend approval of the following minutes with any corrections.

- A. Regular Board Meeting held Tuesday, October 1, 2019
- B. Special Called Board Meeting held Monday, October 7, 2019
- C. Special Called Board Meeting held Monday, October 21, 2019
- D. Special Called Board Meeting held Tuesday, October 29, 2019
- E. Rescheduled Regular Board Meeting held Wednesday, November 6, 2019
- F. Special Called Board Meeting held Monday, November 18, 2019
- G. Rescheduled Regular Board Meeting held Tuesday, December 10, 2019
- H. Rescheduled Regular Board Meeting held Tuesday, January 14, 2020

Motion made by Drue Brown, seconded by Laura Perez Reyes, and unanimously carried to recommend approval of the minutes as stated by administration.

The following vote was recorded

Yea: Ms. Brown, Ms. Perez, Ms. Pena, Mr. Cowen, Dr. Tipton

Nay:

Abstain: Mr. Garcia

Motion Carried: 5-0-1

VII. CLOSED MEETING: as pursuant to the Texas Government Code Sections: 551.071, 551,072, 551.074, 5501.082, and 551.084. 4:44 p.m.

A. Level III Grievance(s):

1. Discussion, consideration and possible action regarding Level III Parent Grievance No. 001/19-20 on Mrs. Maria E. Salinas on behalf of Student C.S. (Agenda item pulled)

VIII. BOARD RECONVENES - Board action on agenda items discussed in Executive Session. 5:26 pm

IX. Superintendent's Report: * SB1566

A. Conference Presentations:

1. Recognition of Texas Music Educators Association (TMEA) All-State Musicians for 2020.

Dr. Rene Gutierrez, Superintendent of Schools stated, Dr. Saucedo. Dr. Dora Saucedo, Assistant Superintendent for Curriculum & Instruction stated, thank you Dr. Gutierrez, we are very proud to present our TMEA 2020 students. And if they could line up and I'm going to call on Mr. Garcia, Michael Garcia from the Fine Arts Department, to present our students. Mr. Michael Garcia, Instrumental Music Advisor for Fine Arts Department stated, good afternoon, Madame President, Dr. Gutierrez, Members of the Board, my name is Michael Garcia, I'm the Instrumental Music Advisor for Fine Arts, it is with great pride that I announce that the Band and Choir had 43 students earn placements in the Texas All State Band and Choirs. These students represent the best of the very best of all student musicians in the state of Texas. Administration was very happy to recognize these Fine Arts students from all of our district ECHS. Upon conclusion of the presentation, group photos were taken.

2. Recognition of 2019-2020 BISD Spelling Bee Winner and Finalists.

Dr. Rene Gutierrez, Superintendent of Schools stated, also, Dr. Saucedo, if you would introduce us to this item. Dr. Dora Saucedo, Assistant Superintendent for Curriculum & Instruction stated, thank you Dr. Gutierrez, I want to call on Ms. Lolita Emerson who will be recognizing the 19-20 BISD Spelling Bee winners and finalists. Ms. Lolita Emerson, Administrator for Elementary Education stated, 44 students from elementary and middle school competed in the district Spelling Bee hosted by Manzano Middle School. The top 5 finalists advanced to the 32nd Annual Region Spelling Bee held at Texas State Technical College in Harlingen, Texas. Administration was very happy to recognize these students and upon conclusion of the presentation, congratulatory words were spoken by varied Board Members and Dr. Gutierrez, followed by group photos.

3. Recognition of Mr. Gilbert Leal for being selected as the Region 7 Athletic Director of the Year for 2019-2020.

Dr. Nereida Cantu, Deputy Superintendent for Business and Operations stated, good evening Madame President, Superintendent Gutierrez, Board Members and Audience. The Texas High School Athletic Directors Association is the largest Athletic Association in the Unites States. The Brownsville Independent School District is proud to that during a February meeting, the Athletic Directors of Region 7 which are comprised of the entire Rio Grande Valley, nominated and unanimously selected BISD Director of Athletics, Coach Gilbert Leal as the Region 7 Athletic Director of the Year for the 2019-2020. He will we recognized and presented an award at the Texas Athletic Directors Association in Waco in April. Dr. Cantu presented Mr. Leal with a Certificate of Recognition, his Assistant Administrator, District Athletic Coordinators and Department Staff joined him during this presentation. Administration was very happy to recognize Mr. Leal and group photos were taken upon conclusion of the presentation.

Executive Session: 5:52 p.m.

Board Reconvenes: 6:46 p.m.

CHANGE ORDER OF THE DAY Move XIII B 2a and 2b after IX A 3 and move Public Comment Period after XIII B 2a and 2b.

Motion made by Dr. Prisci Roca Tipton, seconded by Eddie Garcia to recommend approval to Change the Order of the Day and move XIII B 2a and 2b after IX A 3 and move Public Comment Period after XIII B 2a and 2b. (6-0)

2. Board Attorney

- a. Discussion, consideration, and possible action to disengage and terminate the Law office of Martie Vela Garcia and Daniel Garcia.

Motion made by Laura Perez Reyes, seconded by Dr. Prisci Roca Tipton, and unanimously carried recommending approval to disengage and terminate the Law office of Martie Vela Garcia and Daniel Garcia. (6-0)

- b. Discussion, consideration, and possible action to amend, supplement, and authorize litigation.

Ms. Minerva Pena, Board President asked, do we have a motion? Ms. Drue Brown, Board Member stated, so moved. Ms. Pena stated, the motion, read the motion please. Dr. Prisci Roca Tipton, Board Member stated, yes, I would like to move to approve the supplement to the contract subject to the approval of the Texas Attorney General’s Office. Mr. Eddie Garcia, Board Member stated, I second that motion. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, please vote, motion passes unanimous.**

Motion made by Dr. Prisci Roca Tipton, seconded by Eddie Garcia, and unanimously carried to recommend approval for the supplement to the contract subject to the approval of the Texas Attorney General’s Office. (6-0)

X. PUBLIC COMMENT:

Judge Gloria Rincones - Judge Rincones identified herself, greeted everyone present and continued as follows. Judge Rincones went on to speak on the Courts in School Initiative. She went on to describe this program that has already started in Hidalgo, El Paso and various other jurisdictions in the state of Texas. It is an opportunity for students to have actual experience in court proceedings that take place at the actual participating campus. There will be a total of 6 hearings that occur in the presence of students and these are cases that are handpicked, no aggravated offenses or violence cases will be presented so that the education's value is not hindered in any way. There are question and answer sessions with the varied disciplines present as well as plenty of law enforcement presence to ensure the safety of the students. She is accepting this challenge enthusiastically and the first case is scheduled for March 27th at Veterans ECHS and Board and Administration are invited to attend. Judge Rincones thanked everyone for their time and wished them a good evening.

Alberto Alegria - Mr. Alegria identified himself, his association, greeted everyone present and continued as follows. Mr. Alegria thanked administration and the Board for spearheading the TASB salary review 2020-2021 as well as for the resulting meetings, review of deficiencies and proposed salary schedule adjustments. He added that throughout the years, BISD employees have abundantly demonstrated the merit of said adjustments. The first round of talks are promising and are further recommending a \$5,000.00 raise for teachers and a \$1.50 per hour raise for classified employees. However, if TASB recommendations supersede the aforementioned amounts, then the TASB recommendations should be adopted. This will ensure that job values are distinguished and highly compensated. Mr. Alegria congratulated Coach Gilbert Leal and his staff, state musicians, parents and directors. In closing, he recognized Sunday, March 8, 2020 as International Woman’s Day and thanked women for their leadership, entrepreneurship, motherhood and as educators. He thanked everyone for their time and wished them a good evening.

Nancy Beltran – No Response.

Celia Saiz - Ms. Saiz identified herself, her association, greeted everyone present and continued as follows. Ms. Saiz stated that in the week prior, they had submitted budget recommendations very similar to the TASB salary review results. She added that Brownsville ISD is, by far, the lowest paying in the entire region yet the superintendent's salary is the highest paid in the Valley. She briefly went over her association recommendations and ended by suggesting that a ratio be set in place mirroring the superintendent’s salary to that of teacher salaries, adding that all along BISD should be competitive with IDEA. Ms. Saiz thanked everyone for their time.

Maria J. Ramos - Ms. Ramos identified herself, her association, greeted everyone present and continued as follows. Ms. Ramos stated that she would be focusing on compensation for special education teacher’s stipends in that one, special ed teachers are required to have

3 certifications, two, there is a significant shortage of special education teachers and paraprofessionals. Special ed is not for everyone, it takes a true calling in that their students have significant cognitive, behavioral, medical, vocational or life skills issues and are the only ones that take students swimming, eat with students, do billing for SHARS, put up with being physically aggressed against and are the most likely to be sued. Physical, mental and paperwork demands are great, caseload increases affect these as well, they work late, weekends and yet we wonder why the shortage. Doubling of stipends would be only fair and state and national searches are urged to alleviate vacancies. Ms. Ramos thanked everyone for their time and wished them a good evening.

Patrick Hammes - Mr. Hammes identified himself, his association, greeted everyone present and continued as follows. Mr. Hammes stated that working conditions needed to be addressed, employees are exhausted, if a misery index existed, BISD would indicate an A for that too. Raises are good but wise use of employee's time and respect would go further. It is Open House time, usually a 2-hour period teacher would dedicate to meet with students and parents, however, at some campuses, other types of meetings/trainings are being scheduled, when is enough, enough, all would be better served to schedule for the week after spring break. Training are being scheduled during 3 day weekends and pay is not afforded but teachers are never allowed to take days off before or after Holidays. Respect teachers time, respect teachers, stop assigning unnecessary, redundant and excessive paperwork, teachers have families too. Campus administrators are not allowing teachers to attend their own children's Open House because they are expected to be at their campuses, surely something can be worked out. Additional pay recommendations were made with regards to summer school, tutorials, extended day and other after school activities for the 20-21 school year. It was further recommended that campus department meetings be cancelled, none scheduled during Open House, none during 3 day weekends, benchmark and state testing days, raises are necessary and so is respect. Mr. Hammes thanked everyone for their time and wished them a good evening.

Jessica Gonzalez - Ms. Gonzalez identified herself, greeted everyone present and continued as follows. Ms. Gonzalez spoke to the proposed uses of Longoria and Resaca facilities. She wonders why there is a rush to do something with these facilities when in fact the Webb campus had been left untouched left to disintegrate for many years. Maybe the projected savings from consolidating these campuses have not resulted. Instead, we are still incurring electrical costs and although we have not lost staff, we have lost students, entire families to Charter Schools. She stated that this transition has not been easy for anyone at the campus level and had thought about requesting true enrollment numbers via public information, however, this information is available and free of charge on the district website, same info that administration is aware of on a daily basis. Please review these numbers, inquire, make campus visits, talk to students/parents/staff, prior to making decisions. Her proposal would be to open the schools back up or build new ones, join the efforts to revitalize the downtown area instead of being a part of forgetting about it. She added a comment regarding conflicting schedules of Board meeting and Open House, we have to do better for next year. Ms. Gonzalez thanked everyone for their time and wished them a good evening.

RESUME ORDER OF THE DAY

4. Presentation on Tax Attorney Services.

Exhibit 2 – Handout added to official minutes

Ms. Minerva Pena, Board President stated, yes sir. *Mr. Baltazar Salazar, Legal Counsel stated, if I may Ms. Pena.* Ms. Pena stated, yes sir, yes, go ahead. *Mr. Salazar continued, just so that the record is clear, I did ask, both parties asked me if we could segregate them so that neither party would have an advantage.* Ms. Pena interjected, correct. *Mr. Salazar stated, we do have another party that is segregated at the time and we have allotted 10 minutes for each presentation and 2 minutes for closing.* Ms. Pena stated, yes, and that's how we have done it in the past so that's an excellent idea. *Mr. Salazar stated, okay.* Ms. Pena stated, thank you. *Mr. Salazar added, and also, we didn't know who would go first so we flipped a coin.* Ms. Pena stated, okay. *Mr. Salazar stated, and Purdue won.* Ms. Pena stated, okay, so go ahead whenever you are ready. Mr. Hiram Gutierrez, Managing Partner, Purdue Brandon stated, good evening Madame President, Dr. Gutierrez and Members of the Board, my name is Hiram Gutierrez, I am the managing partner for Purdue Brandon, Valley Office. I would first like to take this opportunity to thank you for allowing us to be here before you this evening. Why Purdue? When experience, reputation and performance matters, Purdue Brandon is the right choice for you. This is the Purdue team, we have 12 offices throughout Texas, 54 licensed attorneys and a staff of over 400. To the right, this is the Brownsville ISD attorney team, myself, with 16 years of experience, Enrique Pena, with 20 years of experience and Thelma Bandon, with 23 years of experience; together we have a combined 59 years of delinquent tax collection experience. In addition, we have a 20 staff member team working for you. Experience does indeed matter, in fact, this year, Purdue Brandon is celebrating its 50th year anniversary in collecting for delinquent tax, governmental collections that is. We have over 1600 current government clients including 737 special districts, 346 school districts, 311 cities, 97 counties, 58 hospital districts and 57 appraisal districts. Purdue Brandon is the turnkey solution for delinquent tax collections, we do everything from A to Z. We provided personalized collection programs, litigation services, tax sale and resale services as well as other value added services for our clients. Purdue Brandon has a performance history of high collection rates, in fact, when Purdue Brandon has the collection contract, collections go up, when Purdue does not, collections decrease. This is an example of what I am talking about, La Joya ISD, back in 2015-2016, our competitor, Linebarger, collected for La Joya ISD, that year, collections ended at 26.40%, the following year, they switched over to Purdue and collections shot up to 28.99% followed by 29.73% and this past fiscal year, 30.24%. Edinburg CISD, this is the reverse of the other situation, back in 2017-2018, Purdue Brandon collected for Edinburg CISD, that year, collections ended at 30.80%. The following year they switched over to Linebarger and that year collection ended at 27.57% and this year it is not fairing much better. In fact, in the 1st quarter of 2019-2020, collections have dropped to 7.20% as compared to the

1st quarter last fiscal year. McAllen ISD, same situation, back in 2014-2015, Purdue collected for McAllen ISD, that year collections ended at 41.32%, the following year they switched over to Linebarger and collections dropped to 32.52% and every year after that collections have been under 30%, this past fiscal year ending at 34.90%. City of Pharr, similar situation, back in 2011-2012, Purdue collected for the City of Pharr, the following year they switched over to Linebarger and collections dropped to 28.35% and as you can see, every year thereafter collections have been very low, in fact, this past fiscal year collections ended at 25.49%. This slide here shows 4 Purdue school district clients, these clients are very similar in size to Brownsville ISD, we have 4 years of history for each one of those clients and as you can see, collections are trending over 40% and sometimes as high as 50% or higher that is. In fact, if you average out all the percentages, the collection rate is over 43% for school districts similar in size to BISD. Purdue Brandon has enjoyed a positive public perception with its superior collections and customized collection programs. Purdue is committed to premier customer service with exceptional staff upholding the core values of honesty, integrity and ethical conduct. In fact, reputation does matter ladies and gentlemen, unlike our competitors, Purdue nor its employees have never been accused of any illegal or unethical activities. We hold ourselves to the highest ethical standards, we have done so for the last 50 years and we will continue to do so while working for Brownsville ISD. Last May of 2019, I had the opportunity to meet with your Interim Superintendent as well as a couple of school officials. I wanted to meet with the superintendent because I was aware that the school district was not filing taxable value audits and because of this, the school district was losing out on hundreds of thousands of dollars every year. The superintendent was very interested, we were asked to submit a proposal, we did so, and after that, we didn't really hear anything until later on we heard that the school district had decided to go with their current delinquent tax firm to handle those audits for the school district. And after that I heard nothing until November 6th of 2019 while I was viewing one of the School Board Meetings here at Brownsville ISD and during the meeting the attorney for Linebarger was asked about these taxable value audits. And to my surprise, really my shock, the attorney made some very, very misleading statements about taxable audits. In fact, some of the statements were, every year we do this, this is not a new product, it was always part of our package, that's our standard service, it was just part of what we did. That, I'm afraid, was false, in fact, our firm went ahead and looked back 4 years to see if any audits had been filed, we went back past 2019, 2018, 2017 2016 and 2015, and what we found was that according to the Texas Comptrollers Property Tax Assistance Division records, no taxable value audits were filed for Brownsville ISD for any of the years listed below. Back in August of 2018, that was the last year that you could file an audit for the 2014 tax year, that year no audit was filed and because of this, the school district lost out on over 620,000 dollars. No audit was filed for 2013, none for 2012 and none for 2011. In fact, just in those 4 years, because no audits were filed for the school district, the school district lost out on over 2.4 million dollars. I want you to keep in mind that I only went back 4 years so the loss that the school district

suffered was actually much more than that. If an audit had been filed, forms such as the one to the right would have been filed with the comptroller, no such audit was filed and the school district lost out, Brownsville ISD needs a tax collection attorney that will work in the best interest of the school district, be open, honest and transparent and do what is right to maximize opportunities for increasing funds to the district through delinquent tax collections and taxable value audits. Purdue's proven track record includes 50 years of experience, quality performance and higher collection rates and serving our clients with honesty and integrity and resulting in more money collected for government clients as we hope to do so for Brownsville ISD. I want to thank you for your time and I would like to open it up for any questions that you might have. Ms. Pena stated, yes, Mr. Cowen. Mr. Philip Cowen, Board Member asked, I know on that audit that they were doing, they offered to do it for nothing and you were going to charge us, I suppose you were going to charge us cause you didn't work for us, is that the case? Mr. Gutierrez replied, well, that's correct, we didn't work for you but we knew that no one was doing it so we were offering to do it, of course we were going to charge. Mr. Cowen stated, okay, if you, our Board Attorney has informed me and the rest of the Board, that before we could pick anybody, we have a threshold we have to reach and we have to determine, under the new law, which is why this is open the way it is now, but we can't do it ourselves. Mr. Gutierrez asked, you mean collect for yourself? Mr. Cowen replied, collect for ourselves and I know you can make the assumption, well, you can't charge the 15% or whatever else it is because you can't by law but we can as a school system. You now, Mr. Salazar, you may want to make a comment on that because we have to reach that threshold before we do anything in the future. I'm just kind of curious as to how you can address that. *Mr. Salazar stated, that's actually part II, first you have to pick a firm and then at the meeting that you, that you approve the contract, that's when you have to have a finding that you don't have any attorneys specialized in that field of tax collection or you couldn't hire them on an hourly basis.* Mr. Cowen interjected, no, no, and that's what I. *Mr. Salazar continued, and that's for delinquent tax collection, not for tax collection.* Mr. Cowen stated, okay, well that was one question, the other question I have is the rate, I noticed when somebody goes delinquent, the county charges 7% and then like in March if you are not making your payments on time, suddenly somebody owes 22% and I mean, you live long enough you remember a lot. I remember back in 86 to 89, when this whole thing started, you all didn't get involved, none of the tax collectors would get involved in any of litigation until June, actually, the 1st of July so, you know. Mr. Gutierrez interjected, and that is still the case for real estate, it doesn't get turned over to the attorneys till July the 1st, some entities can elect to turn over personal property accounts earlier than that. Mr. Cowen interjected, yeah, but what I am asking right now, I see is that, and I'm going to ask the same question to both firms, is that come March, the 15% is kicking in, not in June? Mr. Gutierrez stated, no, not March, its April, its July 1st, yeah, July 1st, the only, there are some accounts that can get turned over early, that's at the election of the taxing entity and that's only for personal property accounts, if you own a business, you have inventory, those accounts can be turned over sooner, the reason being is since its movable, it can disappear, it gives the attorneys a quicker time to respond to it, to collect it. Mr. Cowen stated, I want to ask one more question, well the

reason I am saying, in the instance that somebody was not charged the tax correctly, okay, you know, they had grandma's exemption, you know, homestead exemption and then nobody ever probated the will or whatever else it is but they get the property then they shouldn't file for an exemption and that case over there, 7% in July, I mean February and then 15 more percent in March, does that have to happen? Mr. Gutierrez stated, again, it's not in March, as far as the attorney's fees. Mr. Cowen interjected, I'm saying. Mr. Gutierrez added, the late fees yes. Mr. Cowen continued that is happening now. Mr. Gutierrez stated, yes, as far as the fees that go to the taxing entity such as the interest and penalty, that's by law, that does accrue, the attorney's fees, that doesn't kick in till July 1st and that's based on whatever contract you negotiate with the attorneys. Mr. Cowen stated, and I know that's not the case in the case that I am talking about. Mr. Gutierrez stated, yeah, I'm not sure what the situation is because again, the attorney's fees do not kick in till July 1st. Mr. Cowen stated, no, it is, but anyway. Mr. Gutierrez asked, was it maybe a litigation account? No? Mr. Cowen stated, no, no, it's just somebody, grandma died and you know, 5 years later, the appraisal districts says, hey, you don't qualify for this exemption, they could have filed on their own, they just don't know, people don't know probate rules and they don't know how to. The property passes on, they inherit the property through intestate succession. Mr. Gutierrez interjected, yeah, the law is that the taxes have to be paid within 180 days from the time the person dies or sells the property, whatever it may be, its 180 days in those cases so and yeah, unfortunately in those cases, a lot of people don't know the situation, they are dealing with other things and if they do let those 180 days pass, then yes, all the interest and all the penalty with kick in at that point. Mr. Cowen stated, the only last question I have is I think we are at 35, 37% collection rate right now, something like that is what I saw, I mean, just doing it from memory. Mr. Gutierrez stated, yeah. Mr. Cowen asked, you think you can do better than that in Brownsville? Mr. Gutierrez replied, yes, I tend to believe so, absolutely. As I, that's why I showed you a lot of those situations where we had the account, got taken over by Linebarger, collections went down, vice versa, we take over an account, we've increased collections so yes, I do believe we can do that, I do believe we can be much more diligent making sure that the school district doesn't lose out on any, any revenue that it has coming to it. Mr. Cowen stated, thank you. Mr. Enrique Pena, Attorney with Purdue interjected, to answer your question Mr. Cowen, real quick, excuse me, Enrique Pena on behalf of Purdue. Ms. Pena asked, can you get to the mich so we can hear you please? Mr. Pena continued, to answer your question if we can do better, Purdue, and the answer, I represented BISD in the past, and the answer is yes. And I will say this, why, because we are representing BISD, I'm not concerned about Cameron County, I'm not concerned about the city of Brownsville, we are going to represent BISD, we are going to chase those dollars as fast as anybody else and right now there is no rush to collect BISD cause I have to worry about the County, what they want, I got to worry about City of Brownsville, what they want and all the other jurisdictions. We'll be representing you and we are going to collect for you only and try to get the dollar as fast as we can into your coffers. Ms. Pena stated, thank you, Ms. Brown. Ms. Drue Brown, Board Member stated,

my questions are kind of basically kind of logistical questions Mr. Gutierrez. Mr. Gutierrez stated, yes maam. Ms. Brown continued, I've been here a long time and I've seen when we've collected taxes, kind of a smaller operation but I have also seen it become a much bigger operation. What do you envision in the way of an office in terms of employees, number of employees and things like that to serve our constituents? Mr. Gutierrez replied, I see, we are going to have an office, by the way, in Brownsville, and I can see, obviously we are going to have at least one attorney that is going to be solely focused on Brownsville ISD and that's all. And of course he is going to have the support of the full firm including myself and Thelma Brandon, I can assure that you are not going to get more actual experience in this field representing Brownsville ISD, it's going to be much more than what you have right now that actually will be working on Brownsville ISD. As far as staffing, I envision somewhere in the neighborhood of just dedicated collectors and legal assistants, somewhere in the neighborhood of maybe 8 dedicated staff to, for Brownsville ISD. Ms. Brown stated, okay, okay, thank you. Ms. Pena asked, anyone else? Ms. Laura Perez-Reyes, Board Member interjected, I'm sorry, you plan to open an office in Brownsville? Mr. Gutierrez replied, yes, in fact, Mr. Pena already has an office here and we will be operating out of his office. Ms. Perez-Reyes asked, and you would be planning to hire people in Brownsville? Mr. Gutierrez replied, yes, absolutely. Ms. Perez-Reyes asked, how many people? Mr. Gutierrez replied, that's what I was saying, I'm estimating about 8 people, that's estimating. Ms. Perez-Reyes stated, okay, I'm sorry, I had another question, I can't remember it. Ms. Pena stated, take your time. Mr. Gutierrez interjected, but again, these people only work for Brownsville ISD, I need to make that point, cause you won't see a huge crowd but keep in mind, all those people are working all over Cameron County, all of Willacy County and doing many other different things, delinquent taxes, fees and fines, all kinds of other work, these people will be dedicated just for Brownsville ISD. Ms. Perez-Reyes stated, and you say that but there is no way that we know exactly what people are going to be doing or, I mean, obviously that would be to your discretion correct? Mr. Gutierrez stated, well, you are going to be able to obviously visit our offices, you are very welcome to visit our offices, the staff, talk to us, it's all going to be, we are going to be very transparent. Ms. Perez-Reyes added, and you would obviously continue to pursue other contracts in other cities, counties, it's not like you are just worried about just catering and servicing Brownsville? Mr. Gutierrez stated, right now we are just focusing on Brownsville ISD and again, I'm going to emphasize, we are going to be very transparent, we are going to be very honest, we are not going to be deceptive and misleading. Whether it's good or bad, we are going to let you know. Ms. Perez-Reyes stated, thank you. Ms. Pena stated, yes, Ms. Brown. Ms. Brown stated, I guess we, I'd like to see or know that we would have some sort of a centrally located type situation where people could easily come and go and tend to their taxes and perhaps the hiring of local people and just a local operation that was catering to our community. Mr. Gutierrez stated, well, I'm going to emphasize, we are going to be using Mr. Pena's office which is on Van Buren, very conveniently located to the tax office and to the court house so I can't imagine being more conveniently located than there. *Mr. Salazar*

interjected, and just to clarify that are you taking delinquent tax collections or you are talking about tax collections? Okay, just delinquent tax collections. Mr. Gutierrez stated, right, right but many times people will show up to the tax office, be referred over to the attorney, well we are going to be right there. Ms. Brown interjected, no, I'm talking about delinquent, yeah. Mr. Salazar stated, *I want to make sure cause that's a separate.* Ms. Brown stated, it also has traffic, I mean, it still has traffic driven to it and I want it to be something that would be convenient for people to have to tend to delinquent tax business. Ms. Pena interjected, and if I may, you are saying that should the contract be awarded to your firm, the office that you have here in Brownsville will be 100% dedicated to collecting the taxes for the Brownsville Independent School District, is that what I am hearing you say? Mr. Gutierrez stated, that's correct, that's correct. Ms. Pena stated, thank you. Mr. Pena interjected, can I reiterate to that question, it's come up twice? Ms. Pena stated sure. Mr. Pena continued, there's no open bids for delinquent tax. Ms. Pena interjected, can you get near the mich please. Mr. Pena stated, oh, I'm sorry, I apologize, there is no open bids for delinquent tax contracts right now and there won't, from what our research is there won't be opening up another contract for at least minimum 2 years, so we are yours and not actively searching right now just to be clear. There isn't any open bids, you are the only open bid in Cameron County and it's not very regular, very rare that they open up at all so. Ms. Pena stated, yes, Ms. Laura. Ms. Perez-Reyes stated, one more question, and what is that office currently being used for right now, Mr. Pena's? Mr. Pena replied, it's a law, I have a law office and we have, its 950 East Van Buren and I already have with that office, it's a law firm and we already have space for the, what we imagine we, collectors, you know, our experience is that BISD has street collectors and we are going to hire, that's what we are talking about because we don't need more attorneys but we need collectors to meet with the taxpayers at their homes and go visit with them, encourage them to pay, explain the process. So we already have a designated area for those collectors at the law firm. Ms. Perez-Reyes stated, thank you. Mr. Gutierrez stated, and I want to emphasize, we are going to be very flexible to the needs of the school district so if there is something that you want, you want to see, let us know and we are going to try to accommodate everything that the school district wishes to have. Ms. Pena stated, Mr. Cowen. Mr. Cowen stated, just as an accident of fate, nobody is hoping to being looked at in terms of a chance that you could work for somebody else except us, is that right? Mr. Gutierrez stated, correct. Mr. Cowen asked, okay, and let's say you get this contract, in two years it opens up for everybody, are we going to be lost in a sea of other clients that you are going to forget about us 2 years from now? Mr. Gutierrez replied, I don't expect Brownsville ISD ever to be lost in a sea, it's a very large school district, it's a premier client and we are going to treat it as such. Mr. Cowen stated, you know, cause if we make the decision, I just want to say I want to make sure when we start out you have 8 people dedicated to us, suddenly you take those 8 and spread them out over 10 other taxing entities, now we have two or one of? Mr. Gutierrez stated, this is what I foresee to service Brownsville ISD right now and as Mr. Pena said, right now we have sufficient attorneys but if that is not the case in the future, well, we are going to have more attorneys. Ms. Pena

stated, thank you Ms. Cowen, I mean, sorry, Ms. Brown. Ms. Brown asked, Mr. Gutierrez, so then, from the way your presentation is, then you are basically saying that the taxable value audits would just be rolled in, it would be part of your service, it would not be something we would have to ask separately for or anything like that, that would be included? Mr. Gutierrez replied, that's correct, I mean, if you want us to do it, I mean, you do have to do a contract so we are able to do the service just like you have done with the other firm as well. But yes, we would do that as well for you if you wish for us to do it. Ms. Brown stated, okay. Ms. Perez-Reyes interjected, we would have to pay for it. Ms. Brown asked, but the way its paid for it's a portion of whatever is collected, is that correct? Mr. Gutierrez stated, I'm sorry? Ms. Brown added, the way its paid for it's a portion of what is collected? Mr. Gutierrez stated, it's a percentage, but just as your current firm is doing, we would do the same. Ms. Brown stated, okay. Mr. Gutierrez continued, I mean, from 2019 forward, again, because you didn't pay for anything for those prior years but you also didn't get anything. Ms. Pena stated, thank you. Mr. Gutierrez stated, thank you. Ms. Pena added, thank you so much for your time. Mr. Gutierrez stated, thank you very much. Ms. Pena stated, oh, and no relation to Dr. Gutierrez and Mr. Gutierrez, am I correct? Mr. Gutierrez stated, I don't even know the guy. **Dr. Rene Gutierrez, Superintendent interjected, it's the other Gutierrez.** Ms. Pena stated, thank you, I just wanted to make that observation.

Mr. Salazar stated, Terry, can you take them to the waiting room, to the same place? Ms. Pena stated, go ahead Mr. Baltazar. Mr. Salazar stated, Mr. Ybarra, you got 10 minutes and I will raise my hand when the 10 minutes are up and if you don't need, and I give 2 additional minutes for closing but take you time, you got 12 minutes.

Mr. John Guevara Linebarger Representative stated, okay, I appreciate it, thank you, good evening Madame President, Members of the Board, Dr. Gutierrez and staff, it's a pleasure to be here to present to you. I'd like to present to you members of my staff, with me tonight is my law partner, Monica Solis, local counsels Eddie Garza and Dino Esparza who assist us with litigation support and last but not least, we have members of our local staff that were able to get here, come here tonight, thank you. We would like to begin our presentation tonight by talking about our experience. We want to talk about our track record and the results that we produce. So to begin with, over the last 5 years, this graph shows the last 5 years of collections for BISD. You can see that there's consistent, dependable collections in the 40% range. The dependability and consistency are important traits, especially when you are budgeting year to year so you can count on consistency from our firm. These combined collections represent about 27 million dollars in collections for BISD, just in the last 5 years. In addition to maintaining these collections, the amount owed to the district is represented by the bottom of each of the blue charts when you see the adjusted DTR that's a delinquent, that's a delinquent tax roll that is what is owed to the district each and every year at the beginning of your fiscal year and so it went from, the DTR, delinquent tax roll, it went from 11.2 million dollars and it dropped to 9.5 million dollars and we have been able to maintain that 40% collection rate. A few years ago, in fiscal year

2009, 10 and 11, BISD had a different firm collecting its delinquent taxes and during that time, as a result, those collections dropped to the 34 and a half, as low as 34 and a half percent. In addition, the DTR, the delinquent tax roll, the amount that is owed to the district increased from 11.5 to over 12 million dollars, so you had a decrease, but when we are collecting, I mean, you had an increase there but when we are collecting, there was a decrease. Across the Rio Grande Valley, school district clients have trusted their account with the experience, resources and collection infrastructure that our firm provides. Our local dependable staff and available resources play a big role in our collection record and our clients depend on it. As you can see, in South Texas, the vast majority of school district clients have entrusted our firm and our work ethic and collection procedures. So how does BISD, how does the BISD collection rate compare to our competitor? In this chart, this shows our collections two years ago, all these are fiscal years, so at BISD we collected 41.01% while our competitors collected at the 30% or lower two years ago. These numbers are supported by tax statements from each of the tax assessor collectors showing or confirming the numbers that we have. Last year, it was pretty consistent, Brownsville ISD's collections were 45%, La Joya and Weslaco were 30% or lower, so, these also are supported by official tax office records. So what makes our firm different? Well, our 40 years of success in producing successful results for our clients is based on our commitment of resources, our biggest resource is our staff. Here in Brownsville we have 25 full time staff members including 4 attorneys, tax assessor collectors on staff that are able to help your staff with truth and taxation issues, financial statements, reports to the state and each one of our staff members is bilingual. The services that this team provides to BISD run the gamete. First of all, first and foremost we offer respect in working with your tax payer, that means payment agreements negotiated. That means tax payers come in, we visit with them, we go to their location, talk to them, ask them to come in and negotiate a payment agreement. We have a tax sale and resale program that just about every other month we have at least one tax sale and we have two, up to two tax resales per year and I'm proud to say that over the last three years we have put up over 200 properties for sale that are BISD properties and not one was a homestead of an individual. There were two of those accounts that were coded as homesteads but the home owner was deceased and the heirs on both of those just didn't want to pay the taxes because they weren't going to get the deed to the property so we encouraged them to work that out with, with their family or to go to an attorney. We offer truth in taxation assistance. We operate a call center locally where we have inbound calls, we receive inbound calls and make outbound calls on behalf of the district. Tax payer visitations, bankruptcy proof of claims are filed and monitored, we conduct opinion letters for clients for BISD, we offer litigation services, legislative updates, information technology support and then the last thing that we've, the last thing, the latest thing that we have come up with is homestead exemption. I'd like to talk about this cause this is work with the appraisal district that over the years, when we were working with the account, we noticed that we had a lot of accounts that were coded as homesteads but the home owners were either deceased or we

located the owner in another state or in another county in Texas and they also had a homestead there. Most of these findings were simple mistakes, homeowners thought that they could put the home owner exemption on the most valuable property and not actually the property that is actually their residence so that work became a comprehensive study with the appraisal district which is going to result in a little over 700 thousand dollars to BISD and then there is an almost 200 thousand dollars in potential interest for a total recapture of just under 1 million dollars. I say potential interest because when a tax record is discovered that is incorrect, the tax office will send the tax payer a corrected statement and the tax payer has 21 days to pay that amount without penalty and interest. So if the tax payer pays then you won't get that 191 but more importantly what this basically says is this is additional revenue coming to the district. So Linebarger is also committed to cutting edge infrastructure, our proprietary software allows us to track every piece of correspondence, property visit, whether it's on site or in our office, in bound calls, out bound calls, all correspondence that is sent and received concerning the tax payer account. And what this does, it allows each and every one of our staff to talk and visit with any tax payer, so that tax payer can come in a talk to anybody, they can call next week and they may have spoken to somebody this week and gone next week, the same information is right there on that, on that software. It tracks our tax sales, our post judgement practices and so we are real proud of that, that's another added value to the district and that just translates to convenience to the tax payer. Linebarger maintains two main offices here in the Valley, we got the Brownsville office and then the Edinburg office, combined, you have over 75 full time staff members including 7 attorneys, we've served, we've been here local, locally serving Brownsville ISD for, since 1985 and the other thing that we have is the national support. These two offices are supported by our national infrastructure and that includes call centers, disaster recovery, file protection, you know we are dealing with sensitive information so there is information that needs to be protected. We have 46 offices nationwide with over 120 attorneys, but then I ask, how does that benefit you? Well, it benefits you because we are able to collaborate with other offices, we are able to share ideas in best practices and find out what's working across the county with similar demographics as yours and implement them here. By the same token, we are able to share what we are doing here with our other offices that can use it. So bottom line, we stand by our track record that is backed up by tax certificates, by records and your deposits into your account from the tax office. You know, we've been available for your tax payers and for this district for many years and we would appreciate the opportunity to continue representing the district. Thank you for having us and I also want to thank our staff for coming tonight and showing how important this is to them, thank you. Ms. Pena stated, thank you, any questions. Ms. Perez-Reyes asked, yes, if I may, how many employees do you have Mr. Guevara? Mr. Guevara asked, here in Brownsville? Ms. Perez-Reyes replied, yes. Mr. Guevara stated, 25. Ms. Perez-Reyes asked, and do you mind sharing with us what your payroll is, more or less? Mr. Guevara replied, you caught me off guard but I would say it's in the 1 million mark annually. Ms. Perez-Reyes stated, thank you. Mr. Guevara stated,

but total, total investment and spending here locally, you know, our staff, yes, we have a great investment in our staff but there is probably a turnover of close to 3 million dollars invested locally. In addition, you know, this staff is, is part of Brownsville, we work here, eat here, play here, go to school here, yeah, long track record. Ms. Perez-Reyes stated, thank you. Ms. Pena stated, Mr. Cowen. Mr. Cowen stated, yeah, I have a couple of questions but on that over there, your people that work in your office and I've been in your office not a lot but a couple of times. How many people actually live in Brownsville out of that office? Mr. Guevara stated, I'd say everybody, okay. Mr. Cowen stated, so Brownsville is their home, let me ask you another question if I can, Madame Chair, I have a couple of questions. Long time ago, we used to have a state rep who got 15% of your collections, I don't know why but he did, is that still going on? Mr. Guevara stated, if that was going on, it, that wasn't while I've been here and I've been here. Mr. Cowen interjected, so you don't, I mean, you don't have somebody that's a politician in the middle on your deal so you? Mr. Guevara stated, no. Mr. Cowen stated, okay, you get the fees, your firm gets them? Yeah, I'm talking about local counsel, something like that, they get a 15%. Mr. Guevara stated, no, there is no percentage like that, no, not at all. Mr. Cowen continued, okay, and the last questions that I have is, how do you, you know, if you represent Brownsville, you represent the county and you represent the city and you know, how do you protect our interests as opposed to the county and the city when, you know, how do you sort that out in terms of the equities? Mr. Guevara stated, yeah, very good question, in the standard paper work, the contact that we have with all our entities, our competitors have the same thing, we have to represent each and every entity equally, however, when we file a lawsuit or we are out trying to collect, your percentage is usually in the 52, 53 percent range, in other words, the other bill, your interest is about 53%. So when someone makes a payment of 100 dollars, you are getting 53 and so the city will get their percentage and the county will get theirs. Unless the taxpayer specifically requests that they want to pay one account first and so we've had that, we've had that happen before, it doesn't happen very often. By the same token, when a payment is received by the tax office, they too, by statute, distribute it equally. Did I answer your question sir? Mr. Cowen stated, yeah, I just don't know if they actually do that but I take their word for it, I'm not talking about your office, I'm talking about the tax office, a long time ago. Mr. Guevara stated, oh, the tax office, yeah, by statute they have to do that, unless, unless the tax payer specifically asks to pay one off. Sometimes we see that when there are different percentages in attorney's fees, so if there is a lower attorney fee associated with the bill, tax payer tends to pay the one that is charging more, similar to JC Penny or Dillard's. If a Dillard's card charges 23% and another one charges 21% the larger bill is paid first. Mr. Cowen stated, I just have one more, question, those two fellows right next to you, I know Ms. Solis, what she does but what do they do for you? Mr. Eddie Garza, Attorney stated, generally sir, we do lit support so to give you an example of something like that, we represent the firm in garnishment proceedings, proceedings in federal court, sometimes they have issues with border wall foreclosures. We also consult, pretty much weekly, maybe, I'd say every 10 days or so regarding streamlining the

litigation efforts that they have with respects to the suits that are filed. Not every collection effort results in filing a suit, obviously, but a large percentage of them do, so with respect to just backing up additional support here locally at the court system so they don't need to necessarily hire additional lawyers because they can have some just for the litigation purposes. That's really the role we follow primarily. Ms. Pena stated, Ms. Laura. Ms. Perez-Reyes asked, thank you, Mr. Guevara, how many years have you been servicing this community, not just through, you know, BISD but through city or Cameron county? Mr. Guevara replied, close to 18 years, is that right? Ms. Perez-Reyes asked, about? Mr. Guevara replied, 18, 16 or 17 years. Ms. Perez-Reyes asked, okay and so your employees have always worked with the constituents to foster that relationship and to collect? Mr. Guevara stated, you know, it's a good question and yes, I'll tell you what, individuals that know me, I'm pretty much a straight shooter, I let my reputation speak for itself and I've been blessed to manage one outstanding staff. This, our collections, would not be anywhere near where they are if it wasn't for them, I'd like to take some credit for that because they are working at my direction and they have been for that amount of time but you know, the key is working with the tax payer. If you are getting complaints, that's a problem because I'm going to hear from all of you. And I want to make sure that we have trainings, regular trainings to make sure that we have, you know, good customer service, if we can get into a payment agreement, I know Mrs. Pena has insisted, you know, she's made sure that we work with the tax payer. If we can negotiate a payment agreement instead of taking it to tax sale so it and we have followed that advice and I think, you know, that's a good thing. It does sometimes keep us from reaching as, you know, maximum collections, but if we can maintain 40%, you know, year after year after year and you know, that's helping you and that's helping your constituents as well. Ms. Perez-Reyes stated, okay, thank you, one more question. How would you say that you work with this community, how do you give back, how does Linebarger give back to this community? Mr. Guevara stated, we participate in a lot of different things, a lot of our income is spent giving back to the community, me and Dino are very involved in Boy Scouts and so we support the revitalization of Camp Perry which is a multi-million-dollar project, so that's where we give back. Functions like fishing tournaments and Charro Days, trips to the movie theater for the district, scholarship programs, the golf tournament of course, a lot of monies are given back that way. But I'm real proud of our staff and what they do because we've got baseball coaches, basketball coaches, tennis coaches, tennis instructors, see what I mean, they give back to the community with kids and so we encourage that and you know, I do that myself so yeah. Ms. Perez-Reyes stated, thank you and I see that you guys are involved in many different ways and I wish that that would have been part of the presentation because you guys are vested in this community and I think it's important for us to sometimes be reminded exactly how it is that you give back to this community so thank you. Mr. Guevara stated, thank you. Ms. Pena stated, thank you, anybody else? One thing I want to remind our Board Members, we have to say the exact same questions that we ask the other person, we can't deviate so make sure we stay on the same track with the same questions, that's very important. Ms. Perez-Reyes interjected, and Ms. Pena, if I may respond. Ms. Pena added, no, I just want to make sure

because. Ms. Perez-Reyes interjected, because they don't service and because they don't have an office, the questions are different. Ms. Pena added, but those were the rules that were given to me by the attorney the last time so I wanted to make sure. Ms. Perez-Reyes stated, well, I didn't see those rules so. Ms. Pena stated, I apologize then, thank you. Ms. Brown interjected, I don't see how we can ask the same questions cause we are dealing with someone who is our delinquent tax attorney and another firm that is not. I have a question for you Mr. Guevara, were you all in a position on, in 2011, 12, 13 and 14 where you could have collected our taxable value audits, what's the word, yeah, did you file? Would you have been in the position to file those? Mr. Guevara asked, your property value audits? Ms. Brown stated, audits for 11, 12, 13, and 14? Mr. Guevara stated, well, we, yes and no, the Appraisal District does a lot of the corrective work for you. So if the main thing we look at on a year to year basis is do you have any challenges to valuation through the ARB process. Your Appraisal District allows individuals to go forward, contest their valuation and then if a decision is contrary to the tax payer, then the tax payer can file a suit in district court and appeal that decision and start all over again and they are basically challenging valuation. In delinquent tax work, you cannot claim valuation as a defense so the only opportunity is this administrative remedy available to the tax payer. Once that, once that decision is made on the taxable value, many times the Appraisal District corrects it on their own because their attorney is representing them in court and so we look out for that to make sure that that value has changed because if it changes for the benefit of the district, we definitely want to approach you and tell you hey, they haven't made this change you can file a review and then if necessary an audit. And so that doesn't happen all the time but most of the time the Appraisal District checks that and so in discussions with you in the past I've gone over that procedure. The Appraisal District really takes the lead on that, now sometimes, some Appraisal Districts don't do that and so we, usually it's a farming community so the communities that we represent on a continuous basis because you've got, on that farm you've got mineral counts, so Raymondville, La Sara, Lyford, Santa Maria, those are the, every year you have to do something because sometimes those mineral counts are producing and sometimes they are not and they get left off and so yes, we get involved in that. So if I was in a position back then, I'm sure I was in a position but we monitor what the Appraisal District is doing so we would only intervene if it was to your benefit. Ms. Brown stated, okay. Ms. Pena stated, Mr. Cowen, I think Ms. Prisci. Mr. well let me say real quick cause I want to follow up on that while we are thinking about it, somebody said that in 2011 to 2014 that you could have collected 2 million 427 thousand by filing those things, what you are saying is you audited and you couldn't see anything benefit, would that be true or? Mr. Guevara stated, I don't know what somebody said so and I don't have those records in front of me but we work with the Appraisal District on a weekly basis so we are monitoring. Those cases don't just get settled, they take up to two years to work so yeah. Mr. Cowen stated, I think Prisci wanted to ask. Mr. Guevara interjected, as a matter of fact, in 2011 we didn't represent you, it was the other firm. Mr. Cowen stated, okay, that's interesting. Mr. Guevara added, when collections were 34%. Ms. Brown interjected, so when did you start representing us? Mr. Guevara replied, we starting in, at the end

of 2011. Ms. Brown stated, so this is, it goes to 14, I guess what is being said is that perhaps money was left on the table from 2011 to 2014 because taxable value audits weren't filed. Mr. Guevara stated, I don't know, I don't know what information was provided to you. Mr. Cowen interjected, we can investigate it. Ms. Brown stated, yeah, okay. Ms. Pena stated, Ms. Prisci. Dr. Prisci Roca Tipton, Board Member stated, I just want to say thank you for your presentation and also thank you for being patient with our process and thank to for all the staff being here, I know that their families are home just like our families but I know my son is happy that tonight is Board meeting night and he gets to play late, sleep a little bit later but thank you all for being here. But I just do have one question, cause I do have that concern and that's who, going back to what Mr. Cowen was mentioning and Ms. Brown is just if we can get some clarification as to who is supposed to submit that Texas Comptroller form 50-302? And so if you could just get that clarification for us we would really appreciate it, I think that's, you know, I'm struggling with that. Mr. Guevara stated, okay, this is, remember, we are your delinquent tax attorney, those accounts are not delinquent, it's just an added service that we provide, when you hire us, you are hiring a delinquent, going after your, you are asking us to go and look at your delinquent accounts and those accounts are not delinquent. Our competitors might throw that out you know, to muddy the water but you know, we do our job according to our contract and if we can put in added value services we will. For instance, this past year or last your, your superintendent at the time asked us to submit, asked us to submit a contract for this type of work, we are glad to do it, somebody asked me, you know, are you going to do it for free, I think it was Mr. Cowen and I said yes because this is something that we look at anyway, it's not, why would we charge you for that so. Mr. Cowen interjected, sorry about that. Mr. Guevara stated, we will continue to do it for you but. Ms. Brown stated, let me ask, so, so when you did go out and collect that, how much did you collect, more or less, ball park? Mr. Guevara stated, on the 2016, its currently with the state right now, okay, so the 2015 property value audit is still pending with the state and there is an estimated value reduction of 42 million, value reduction of 42 million which could result in an estimated 872 thousand dollars back to the district. The 2016 is also still out, it's not as much but we did find something but we think the Appraisal District might be correcting that as well and then the 2019 value study is before you tonight I believe. Ms. Brown stated, okay, let me, and before I quit talking, I know a lot of the people in your staff and I've been to your office and they are wonderful people and we love the way you keep Brownsville people involved in your operation and we appreciate all you do for us. Mr. Guevara stated, thank you. Ms. Pena asked, and my question, which I asked the other firm, you have an office in Brownsville and you have employees that work and they, you have that office that dedicates themselves or a staff that dedicates themselves to the Brownsville Independent School District tax collection, am I correct, or do they have other things they have to do on top of that or do you have a specific staff that specifically tends to the BISD delinquent tax collection? Mr. Guevara replied, yes and no, part, some of them do monitor BISD and some don't but when it goes to tax sale, then we have a tax sale manager that handles all the accounts in Cameron County so it's the same work. If somebody is looking at the city of Brownsville, we include BISD, if somebody is

working on BISD, they include the city of Brownville, Cameron county, the same thing. So we are triple checking everything when it involves the Brownsville area and the Irrigation District, it's actually 4 things that we are checking. Does that answer your question, bankruptcy, the same thing? Ms. Pena stated, yeah, pretty much, but like I said, I asked the same question to the other firm so I have to ask it but yes, you answered my question, I appreciate it. Mr. Guevara interjected, just a quick, the 40% figure that we gave you, the consistent collections, that's verifiable, that's the gold standard in the Rio Grande Valley, no one is near 40%, they are in the 34, 35 percent, sorry, Los Fresnos is 38, 39 percent, yeah. Ms. Pena asked, is it possible to get a copy of your power point presentation? Mr. Guevara replied, yes. Ms. Pena added, because I'm kind of like a visual, hands on. Mr. Guevara stated, be glad to. Ms. Pena stated, I so would appreciate that, Mr. Cowen. Mr. Cowen stated, no, no, I just want to thank you for coming and you answered the question I had just by answering right there so I am not going to ask that but thank you very much for your help and I'm glad to see that you get to keep your own fees not like it was 20 years ago you know. Ms. Pena stated, with that, thank you for being here. **Dr. Gutierrez stated, thank you.**

5. Abbreviated Summer Administration work schedule and closing of Administrative offices for the week of June 29, 2020 to July 3, 2020.

Dr. Rene Gutierrez, Superintendent of Schools stated, Ms. Rodriguez or any questions for Ms. Carmelita Rodriguez, everybody is okay? Ms. Minerva Pena, Board President stated, that's going to be the one where, excuse me if I may, it's going to be closed for 1 week? **Dr. Gutierrez replied, right.** Ms. Pena continued, and I did, if I may, I know that we had mentioned that it was possibly going to be closed for 2 weeks but it went down to 1 week which is good and of those people had made arrangements are some people going to be allowed to be off for 2 weeks without being? **Dr. Gutierrez stated, correct.** Ms. Pena stated, okay, just want to make sure, Ms. Brown. Ms. Drue Brown, Board Member stated, Dr. Gutierrez, I talked to you about this earlier today because with school starting on the 12th and the budget not starting till July 1st, there is a possibility of a skeleton staff to work, they need to, to prepare for the new year? **Dr. Gutierrez stated, if it's possible, yes.** Ms. Brown stated, okay. **Dr. Gutierrez added, but we are trying to keep it the same as last summer cause last year the school started on August the 14th, this time it's going to start August the 12th so it's only like a 48-hour difference, so it's basically the same.** Ms. Brown stated, it's just such a quick turnaround time from the time the budget starts to the time when school starts where schools are trying to, schools and departments are trying to get ready for the new year. But you will make adjustments. **Dr. Gutierrez stated, we will check if we need to, yes.** Ms. Brown stated, okay. **Dr. Gutierrez continued, they will check with me so that I can approve or not.** Mr. Philip Cowen, Board Member interjected, I have one question, last year, if I remember right, employees were given the option of working 4 days a week and having the day off, I think. **Dr. Gutierrez stated, Ms. Rodriguez.** Mr. Cowen asked, is that going to be considered again this year? **Dr. Gutierrez stated, it is, it's on there.** Mr. Cowen stated, oh, well good.

6. Presentation regarding the naming of the library facility at Oliveira Middle School in Memory of Army Specialist Miguel A. Villalon.

Dr. Rene Gutierrez, Superintendent of Schools stated, okay, this item is something for us to, if the Board wishes, the administration to look into for, to bring it to a future Board meeting to look into the possibility of Miguel A. Villalon, who was a former BISD student and attended Oliveira Middle School for consideration of naming the library area in his honor. Obviously, he is a war hero, he sacrificed his life to protect all of us and this is just something that we are bring to the Board to see if they would like for us, administration to look into bringing in, in the near future, a recommendation to consider the naming of the library facility at Oliveira in honor of Miguel, Specialist, Miguel A. Villalon. Ms. Pena stated, Mr. Cowen. Mr. Philip Cowen, Board Member stated, Dr., regarding that, no problem, depending on how many times we do this and how many schools we work with but remember one time we walked through Hanna, we wanted to check something out and there's places at Hanna that have, you know, dedicated to soldiers who died in the war and nobody is maintaining. Remember there was a few plaques on the wall and some other stuff, you know, and so if we do something like this and we can go back and figure some of the other places that we did it we need to do this right you know, not just a little. Like at Hanna, I think soldiers that died, I don't remember when, maybe the 1st war, when the war first started in Iraq something like that, they just have a little, what was it, a small frame, glass frame, a small photo and a little one-line item underneath that dedicated to this person and you know. Just out of respect, if you are going to do that, you should really do it right and go back and see where else we did something like this, we have some of the rooms at CAB that were named after people over time too and so you know. Think about that cause that way we have it institutionalized that way we keep that up you know, thank you. Ms. Pena stated, and I agree with that because these people, these men and women have sacrificed their life so we can have the freedom that we have now in this country and I agree Mr. Cowen, if we could do that and see all the names. Like I remember the first soldier that died in the war when this war started, we pretty much didn't do very much for him and he sacrificed his life, they were the first ones killed, there was two of them and so if we can maybe go in and embellish that award or that plaque for students to know or children to know this man gave his life so you can come here every day, do what you need to do, come play, kick, jump, have fun while they sacrificed their life so we could have that freedom. So if we could go that that and maybe, like Mr. Cowen said, find some way to make it prettier, bigger, more attractive to the naked eye where people would say, hey, I thank that person who did that for me and we can never thank them enough. So if we could do that, I think that would be a great, great thank you to the family. **Dr. Gutierrez stated, okay, so, well, I guess it's not an action item but it's something we are going to be working on, looking at the criteria. Perhaps there is some local policy that we need to review and we do.** Ms. Drue Brown, Board Member interjected, there is a policy. **Dr. Gutierrez stated, then we would bring it to the Policy meeting, we got one in April scheduled so that would be a time to bring a revised.** Mr. Cowen interjected, it would actually belong to Facilities, the policy, cause its already set in Policy, you go to Facilities and you implement it. **Dr. Gutierrez stated, but I don't know if the criteria, the local policy applies to how it is right now so we may have to.** Ms. Brown interjected, it actually applies to the naming of schools. Ms. Pena interjected, right, yeah and this is like a building or a library. **Dr. Gutierrez stated, it would have to be revised.** Ms. Pena added, yes, yes, yes. Mr. Cowen stated, and I will tell you this, one time I had the distinct honor and probably the only person in the history of BISD who has ever served on the Board that I was named to the naming committee 29

I'm not sure if it was a joke or whatever else it was but I had requests from hundreds of people, they wanted to name every little room in the school district after somebody you know so you really have to have a good criteria and in the end, we never named anything you know because it was just impossible. Ms. Pena stated, sacrificing your life for our country. Mr. Cowen interjected, no, no, I understand, but you need to get a criteria set up so that you know, and then if you do it, you need to do it right and maintain it. Ms. Pena stated, yes. **Dr. Gutierrez stated, step one for us is to bring it to the Policy Committee and look at the revised edited criteria that would apply to something like this.** Ms. Pena stated, and agree with that and if we can move that way we don't wait like 10 years and we are still waiting to get it done, no offense, I want to make sure before our grandchildren are old.

- 7. Brownsville Independent School District Financial Report for the period ended February 29, 2020. **No questions or concerns.**

B. Standing Board Agenda Items:

- 1. Board Calendars: Board Activity Calendar and District Calendar.

CHANGE ORDER OF THE DAY Move XIII B 2a and 2b after IX A 3 and move Public Comment Period after XIII B 2a and 2b.

X. PUBLIC COMMENT:

The Board may deliberate or take action regarding the following agenda items.

Board policy BE (Local) and Robert's Rules limits debate to two opportunities. A Trustee may debate a motion for two minutes on the first speaking opportunity and one minute on the second opportunity.

- XI. Recommend approving the Consent Agenda. The Board has agreed to discuss the following items. All of the items below that are not called out will be approved by consent.**

- | | |
|------------------------------------|--|
| XII. A. General Function | 1, 3, 5, 7, 8, 10, 11, 12, 13 |
| B. Payments | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 28 |
| C. Budget Amendments | 1 |
| D. Contracts/Agreements | 1, 2, 3, 4 |
| E. Bids/Proposals/Purchases | 1, 2, 3, 4 |

Mr. Philip Cowen, Board Member stated, I had asked if administration could look on the engineers, we are looking right now tonight at probably almost \$1,700,000.00 in engineering fees and just on, the project we are dealing with upgrading with mini-gyms and air conditioning and then adding offices, that is \$1,190,000.00 in engineering fees 7%. We have the intercoms that is \$208,000.00 in engineering fees so that is \$1,300,00.00. We are probably looking at somewhere between \$7 million to \$10 million per year that we will be spending every year on maintenance upgrades, HVAC's, Roofs, whatever you are going to have engineering fees there if we are taking the 7% for engineering fees we would be looking if it was \$700,000.00 per year that we would be sending straight to the engineers, but very expensive for the District. So what I am asking administration if you would, it is your call not our call as administrators, look at the feasibility of trying to reduce that cost and reduce that dependence on outside engineering.

maybe you can hire an engineer, I can go down the line, we are talking about the gyms, the intercoms, that we are talking about, across the board. It is a lot of money we are going to be spending on engineering, and we have had some discussions, recently, about problems we have had at schools that we didn't detect because we don't have an engineer out there to be able to look at it and check stuff out. You know maybe money well spent and maybe Dr. Gutierrez you can come back, before we commit, you could commit the district, because it is going to be in your hands as to how you might want to address that to see what we could do to save money. In some cases, we could build a whole wing of the school just with the savings.

Dr. Rene Gutierrez, Superintendent stated, thank you Mr. Cowen and we can look into this, but some of these engineering firms, it is not one individual per say, and then furthermore, there is different specializations of engineering's from electrical, mechanical structural, HVAC, so we can look into that, we can consider it, but it depends on the job site, it depends on the size of the job. Because hiring one engineer for the district will not do any justice, because some of these projects, we hire engineering firms, not just one individual per say. Mr. Cowen stated, and Dr. I understand that, I don't make the assumption, I know construction and so does Drue, and I understand that perfectly but there is part of this work, like if you had 34 gyms, you are going to have 34 gyms with the same kind of issues, because it is the same gym, you know 34 times, and so I think there is 34 gyms. Ms. Drue Brown, Board Member, interjected, yes but they are different, there is one group and then there is one group. Mr. Cowen stated, no I understand but what I am saying it is the same kind of issues that you have there, so if you will look into the instructional engineering you are going to spend one million dollars with that versus the electrical portion, you may spend \$200,000.00; look at the structural see where you break it apart, I had asked if you can get some information and break it down by cost. It is easy to farm everything out, it is, but there are districts that do this, Aldine is one of them. Aldine has their own architects, and their own engineers, and for a while they were building their own schools and being their own contractors and building schools at the cheapest rate of any school system at the state of Texas. Ms. Pena stated, I guess your point that you want to make is that we have to be very conscious of this money, because it does not belong to us it belongs to the public, and it is very easy to turn around and say, well let's go pay for it because it is not coming out of your bank book. So I am with you and I also hear what you are saying, we just need to be very conscientious so what we do is going to be the most cost effective for the district and this community, because we have people, that is why we have a tax collection agency that turns around and takes the houses away because they can't pay their taxes because they don't have any money and all of their money comes to us because we need to be very frugal and very responsible on how we do it and how we use it because the community is depending on us for that, I think that is what you are trying to say. Mr. Cowen stated, and there is one thing else thing too, and there is a practical thing to it, if you have one engineer or that engineer is certainly not going to be able to go out and supervise everything the district is doing so you won't have to have other engineering firms. It just gives you maybe a watchdog, to watch the engineers that are doing the work, because we have seen very recently some of the issues, you know we have had, maybe it's time we look at it, I put the ball in your court Dr. Gutierrez. Ms. Pena stated, thank you sir.

Motion was made by Laura Perez-Reyes, seconded by Drue Brown and unanimously carried for approval of the General Function and Personnel Matter Items as reflected on the Consent Agenda. (6-0)

(All presentations limited to five (5) minutes)

XII. Consent Agenda:

A. Recommend approval of the following General Function Item(s):

1. Recommend approval of Resolution #019/2019-2020 for the reselling of (5) foreclosed properties to the highest responsible bidder in the amount of \$35,072.55, as recommended

by Delinquent Tax Attorney. **(Consent Agenda)**

2. Discussion, consideration and possible action to recommend approval to allow Board of Trustees to attend the 2020 HEB Excellence in Education Awards to be held on May 2 & 3, 2020 in La Cantera Resort & Spa in San Antonio, Texas and NCUST (National Center for Urban School Transformation) to be held May 11-13, 2020 in San Diego Marriott La Jolla in La Jolla, CA.

Ms. Minerva Pena, Board President stated, number 2, yes, Ms. Drue, I'm sorry. Ms. Drue Brown, Board Member stated, okay, the only reason I circled this, I just was wondering, cause we had already talked about Board training and what we got credit for and whatever. So I guess my question was who is going to NCUST and who is going to HEB? Ms. Pena stated, if I may, I've been to the HEB one and I've been to NCUST and I remember, correct me if I am wrong, we had a budget as Board Members, how much we could spend and how much we travel. And one of the times back they said I forgot going to a tournament, I mean, not tournament, a conference at state or at national and I've been present at events where the district gets recognized and our employees get awards but because correct, it's not credit obtainable then we have to have the Board approve for us to be able to travel when the district or an employee gets recognized at any big event. It has to be Board approved that we can travel, otherwise we wouldn't be able to travel because of the fact that we don't get any credit hours. Ms. Brown interjected, okay. Ms. Pena continued, but the budget, we have to stay within our budget that we are each given for a year for travel. Ms. Brown stated, okay, I just wanted to know, who is interested in going to HEB or to NCUST? Mr. Philip Cowen, Board Member interjected, if, I would drive to San Antonio on my own spend my own money and not worry about it. Ms. Brown asked, so are you going Mr. Cowen? Mr. Cowen stated, no, I would go to the HEB but I wouldn't charge the district anything for it. Ms. Brown stated, yeah, okay you haven't decided, I was just curious who is going. Mr. Cowen added, the NCUST I wouldn't go to because it's just, San Diego is a nice place but. Ms. Brown interjected, so right now it's just Ms. Pena right? Ms. Pena stated, yeah, yeah, and if you, yeah, yeah, you don't feel the district should pay, I still want to go, that's just something that I have done in the past but. Ms. Brown interjected, you are going to go to both of them? Ms. Pena stated, yes, I would like to if I could but if the district feels that they don't, that's fine, I will still attend, cause that's to me, it's exciting to see our people recognized nationally and state, that's a huge honor, huge. Mr. Cowen interjected, we should have somebody going. Ms. Brown added, yeah, I don't have a problem with it I just wanted to know who is going. Ms. Pena stated, I would be interested in going. Mr. Cowen asked, why don't you go Drue? Ms. Brown stated, no, I'm not going to go but I was just wondering who's going, I mean, if nobody is going I'd go but if you are going to go that's fine with me. Ms. Pena stated, I'd like to go if that's okay. Ms. Brown asked, Laura, you are thinking about going? Ms. Laura Perez-Reyes, Board Member stated, (inaudible). Ms. Brown stated, okay, I was just curious, okay. Ms. Pena stated, thank you. Mr. Cowen added, we need to vote. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, I need a motion.** Mr. Cowen continued, I'll make a motion to approve that. Dr. Prisci Roca Tipton, Board Member stated, second. Ms. Perez-Reyes interjected, the HEB is really neat. Ms. Pena stated, yeah, it's really nice, I think I, I just perceive that we are going to have a winner this year, I just feel it in my heart.

Motion made by Philip Cowen, seconded by Dr. Prisci Roca Tipton, and unanimously carried to recommend approval to allow Board of Trustees to attend the 2020 HEB Excellence in Education Awards to be held on May 2 & 3, 2020 in La Cantera Resort & Spa in San Antonio, Texas and NCUST (National Center for Urban School Transformation) to be held May 11-13, 2020 in San Diego Marriott La Jolla in La Jolla, CA. (6-0)

3. Recommend approval for the 2019-2020 State Adoption of Instructional Materials from Houghton Mifflin Harcourt to be implemented during the 2020-2021 school year in the areas of English Language Arts, Grades 9-12 (I, II, III and IV) (Consent Agenda)
4. Discussion, consideration, and possible action regarding the hiring of a Law Firm for Legal Services for the 2019-2020 school year.

Dr. Rene Gutierrez, Superintendent of Schools stated, and actually this item was put in here because back in the fall semester we went out for RFQ's to utilize 3 law firms to have them on a rotation basis and the Board approved them at the time. The 3 law firms that the Board approved was Walsh and Gallegos, O'Hanlon and Esparza and Garza and at that time, the Board limited 5 thousand per law firm to utilize them, especially for some of the grievances that we may have as hearing officers. Well, 5 thousand has already, one of the firms has already utilized it and there's another one that is working on a grievance right now, so far we only have 1 law firm working on a grievance but we anticipate the 5 thousand for each may not be enough. For us, based on the needs that we have and I'm asking for the Board to consider if we can lift this cap and put some more in there so that we use these law firms on a need basis. We've been very frugal in utilizing them as absolutely necessary when we need them and I'd like for the Board to see if they can extend that with the understating that we are monitoring these 3 law firms and how much they are going to charge us and I'm asking from these law firms to give me an itemized list of charges that they are going to provide for us. I want an itemized list so that we can hold them accountable and also monitor what they are charging us. Ms. Minerva Pena, Board President stated, Mr. Cowen. Mr. Philip Cowen, Board Member stated, I have a little concern with this cause we have 5 thousand dollars spent on 1 level I hearing, that's what I understood. **Dr. Gutierrez stated, no.** Mr. Cowen continued, well we had somebody from one of the law firms, they went there for one of the things and. **Dr. Gutierrez stated, no, we have, we only have 1 law firm that is hearing a grievance, the other law firm that has almost gotten to the 5 thousand we used them for other investigative work or research.** Mr. Cowen interjected, well, that's different, what this was hired was for the grievances part. *Mr. Baltazar Salazar, Legal Counsel interjected, that was before your time Dr., that was before your time, but that was, they are no longer working for us sir.* **Dr. Gutierrez asked, who is that?** *Mr. Salazar replied, the firm that Mr. Cowen is referring to and one of the reasons was because, again, the billing was way off.* Mr. Cowen stated, and that was my concern, we were up 800, 900 thousand with them in the past, it can very easily get there and you know. **Dr. Gutierrez stated, not the way we, not the way this administration is utilizing them.** Mr. Cowen stated, yeah, but Dr., my concern is that okay, what the administration was trying to do was to use these 3 law firms to help handle grievances.

The other stuff, that's something else and that, you know, you, you can do that but these were just for issues with grievances, you can use them every time or whatever and that's the money we would give you, not just to choose whatever you want to, that's what I understood. **Dr. Gutierrez stated, the original intent was for the hearing officers but then we started using one of the other law firms for some other issues.** Mr. Cowen asked, so you want to change how we do it is what you are saying? **Dr. Gutierrez stated, yeah, if we use them and the amount, right.** Ms. Pena stated, if I may, just a minute Ms. Prisci cause I have this question, if I may, on the way the item is listed on here is says, discussion, consideration and possible action regarding the hiring of a law firm for legal services for 2020, 2019-2020, right? **Dr. Gutierrez stated, right.** Ms. Pena asked, but does it show the amount anywhere? **Dr. Gutierrez replied, no, because that was supposed to be discussed in open session.** Ms. Pena stated, okay, so that is what I am saying, what, what, that is my concern, what the amount is, I know its pricy but do we want to set an amount or depending on what it is. Cause what was the amount that we had said before? **Dr. Gutierrez stated, 5 thousand for each, we had had a discussion.** Ms. Pena stated, so that was the max. **Dr. Gutierrez stated, yes.** Ms. Pena asked, so anything over that you would have to come back to the Board? **Dr. Gutierrez replied, correct.** Ms. Pena asked, so then you want us to raise the 5-thousand-dollar limit, is that what's going on? There's no limit on here so I don't want to make it limitless. **Dr. Gutierrez replied, right, no, because that would be part of a motion that you could make for the record.** Ms. Pena stated, okay, Ms. Prisci. Dr. Prisci Roca Tipton, Board Member stated, I just want to go back and Mr. Cowen, with all due respect, I know it's just that we are out here and you know, we are on record but I know you mentioned a 900-thousand-dollar bill so I'm just concerned you know what I mean? Mr. Cowen asked, when was this? Before Baltazar was hired. Dr. Tipton stated, I understand, but I just want to make sure that we are conscientious, you know, that we mention these high bills and we don't, not linked to the discussion here. Mr. Cowen stated, some of the law firms are the same law firms that they are. Ms. Laura Perez-Reyes, Board Member interjected, it's not relevant to today's discussion. Dr. Tipton stated, it's not. Mr. Cowen interjected, well it may not be relevant I just don't want them to go back there is what I'm getting at. Dr. Tipton added, okay, I just want to make sure, you know, for the record, that we are not, we have not had a bill of 900 thousand dollars here. Mr. Cowen stated, that's why we have the Legal Counsel here, he got it down. Dr. Tipton stated, okay, just want to make sure. Ms. Pena stated, Ms. Brown. Ms. Drue Brown, Board Member stated, okay, what about if we, okay, its 5 thousand per firm, what if we just went with 15 thousand which is the total for the 3, 3 times and put that as the cap because some of the other law firms we haven't and just not designate so much per law firm but just say the cap is 15 thousand and you still have some wiggle room, does that make sense? Ms. Pena interjected, I guess what you are saying is, in other words, when you get to 5 thousand to this, now you got to go to the other guy because you already, but if its 15 thousand, you pick the law firm. **Dr. Gutierrez stated, correct.** Ms. Pena stated, that would work. **Dr. Gutierrez stated, that would work for us because when we do the P.O. or something, we have to make sure we put it at 15 thousand, that's the max.** Ms. Pena stated, I see, yes. **Dr. Gutierrez stated, that would be better for us, more flexibility.** Ms. Pena added, yes, yes, I think that would work. **Dr. Gutierrez stated, if the Board could consider 15 thousand for utilization.** *Mr. Salazar interjected, and if I may, if I may, before a motion.* Ms. Pena stated, yes. *Mr. Salazar continued, and I think that one of the things that Dr. Gutierrez and myself and Mr. Salinas had discussed before is, is having a schedule, in other words, you could go up to X amount*

of dollars for a level I and you could go, we already know, Mr. Salinas and I know how many hours you are going to spend on level I, so you need to cap that off at level I and have a second schedule, a level II is X and if you go to level III that's X. I don't like the just 15 thousand or even the 5 thousand. **Dr. Gutierrez stated, I'll take the 15 but you can have that schedule.** Mr. Salazar stated, no, no, I think that within the 15 I think that administration has to have a schedule so if you call someone, and I know you've been very frugal in calling attorneys, so I commend you for that, but I think that the attorneys that are doing work for us, they need to know, if I'm going to do a level I, I'm going to be maxed out at. **Dr. Gutierrez interjected, you give them the estimated of how much it is but we still keep the 15 thousand, you give them the range of what you think as a law lawyer would charge for a level I and say this is the amount you are going to have for this level I without exceeding it.** Mr. Salazar stated, exactly. **Dr. Gutierrez added, I'm okay with that.** Mr. Salazar stated, and then level II the same. **Dr. Gutierrez added, I'm okay with that.** Mr. Salazar continued, as long as we have a, if I may, as long as we have a schedule because that's where most of it is going to be, level I, level II, level III. Investigation, you and I agree that some of them are going to be bigger than others, get billed by the hour but. **Dr. Gutierrez stated, exactly.** Ms. Pena asked, is it possible then, that we can, as a Board, make a motion at 15 thousand but to work with your, the Board Attorney and the, and the School Attorney to have some kind of schedule. **Dr. Gutierrez stated, absolutely.** Ms. Pena stated, and that way you all can decide because that's your expertise. Mr. Cowen stated, well, I'll do this, I so move. Mr. Eddie Garcia, Board Member stated, I'll second that. Ms. Pena stated, okay, and so what did we move and what did we second, Pat, can you read it? Mr. Garcia interjected, setting it up at 15 thousand with the recommendation with Dr. Gutierrez getting with Legal on a schedule fee. **Dr. Gutierrez added, for those grievances.** Ms. Pena asked, why don't we do it at 20 thousand, can we do 20? Just in case you need it. Mr. Garcia stated, amend the motion. Mr. Cowen stated, ill amend it. Mr. Garcia stated, and I will second that. Ms. Pena asked, would that be okay gentlemen? That gives you a little bit more so you can get these resolved, hopefully, we won't have to use any of it. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, motion by Cowen, second by Garcia, please vote, motion passes unanimous. Dr. Gutierrez stated, thank you. 6-0**

Amended Motion made by Philip Cowen, seconded by Eddie Garcia, and unanimously carried to recommend approval the hiring of a Law Firm for Legal Services for the 2019-2020 school year not to exceed \$20,000.00 and coordinate with Board and Staff Attorney on a schedule for Attorneys. (6-0)

5. Recommend approval to increase the hourly rate for the GearUp tutors from \$8.50 to \$12.00 an hour. **(Consent Agenda)**
6. Recommend approval to increase the hourly rate for summer school teachers teaching SSI (3rd & 5th), Regaining Credit, End Of Course, and the Summer School Administrator from \$30 to \$35. **(Deleted from agenda and backup Administration recommendation).**
7. Recommend approval to move forward with the Hanna ECHS CTE Construction Technology (Paint Booth) Project and to authorize Administration to negotiate cost proposals and execute the contracts. Funding to be from Maintenance Tax Note Fund 189. **(Consent Agenda)**

8. Recommend approval to authorize Administration to move forward with the Mini-Gyms HVAC and Addition Projects for thirty-four elementary schools, to secure engineering services not exceeding seven percent of construction cost, and to select the Competitive Sealed Proposal as a delivery method as authorized by the Texas Education Code in accordance with Chapter 2269 of the Government Code for Construction Services. Funding to be from Tax Rate Increase Fund 188. (**Consent Agenda**)
9. Recommend approval to authorize Administration to move forward with the Shredder Dust Collection System for the Records Management Department and to select the Competitive Sealed Proposal as a delivery method as authorized by the Texas Education Code in accordance with Chapter 2269 of the Government Code for Construction Services. Funding to be from Maintenance Tax Note Fund 189.

Dr. Rene Gutierrez, Superintendent of Schools stated, on this one, I am going to call on Dr. Cantu because we have to revise some dates that we need to correct and we just want to put it on record and correct those dates so that we have a timeline with the right date. So Dr. Cantu, would you give us the corrected dates of the timeline? Dr. Nelly Cantu, Deputy Superintendent for Business and Operations stated, yes, thank you Dr. Gutierrez, Madame President and Board Members, if you look in your Board Packet on page 338, you see the procurement process timeline, so let me just give you a minute to make sure that you are there, page 338, procurement process timeline. Ms. Minerva Pena, Board President stated, I don't know that we have the same numbers you have. Mr. Philip Cowen, Board Member stated, just give us the item on the agenda, the agenda item. Ms. Pena added, cause we cannot. **Dr. Cantu stated, not a problem, the timeline that we show here is.** Mr. Cowen interjected, well give us the agenda item, what is? **Dr. Cantu stated, the agenda item is A9, number 9.** Mr. Cowen asked, Roman Numeral what? **Dr. Cantu replied, its Roman Numeral XII.** **Dr. Gutierrez interjected, yeah, its letter A, XII, A, 9.** Mr. Cowen stated, okay. **Dr. Gutierrez added, and it's on the dates. Dr. Cantu continued, correct, on, when you look at the timeline, we have some bid deadlines that we need to correct, the bid procurement process requires us to bid out for 10 days. And so the date of April the 15th, bid deadline needs to be changed to April the 21st, the bid opening would be on April the 21st and the ranking process would change from the 16th to the 22nd, this is just so that we align to the procurement process.** Ms. Pena stated perfect. Ms. Drue Brown, Board Member stated, so moved. Ms. Pena asked, do I have a second? Mr. Eddie Garcia, Board Member stated, second.

Motion made by Drue Brown, seconded by Eddie Garcia, and unanimously carried to recommend approval to authorize Administration to move forward with the Shredder Dust Collection System for the Records Management Department and to select the Competitive Sealed Proposal as a delivery method as authorized by the Texas Education Code in accordance with Chapter 2269 of the Government Code for Construction Services. Funding to be from Maintenance Tax Note Fund 189. (6-0)

10. Recommend approval of Change Order #001 to the Owner/Contractor Agreement with NM Contracting, LLC for Cummings CTE Canopy Improvements Project representing unused allowances in the amount of \$22,000.00. (Credit back to the District) **(Consent Agenda)**
11. Recommend approval for the Administration to commit to the 5-year sponsorship of the Holiday Village Cottage with the Dean Porter Park Renovation, Inc. in the amount not to exceed \$3,000.00 from budgeted Local Maintenance Funds. **(Consent Agenda)**
12. Recommend approval to continue the procurement and acquisition process for the purchase of a digital tablet/software package for the Transportation Department in the amount not to exceed \$480,000.00. **(Consent Agenda)**
13. Recommend approval to select the Competitive Sealed Proposal delivery method in accordance with Section 2269.056 of the Government Code, for Intercom Replacement/Upgrades District-wide. **(Consent Agenda)**

B. Recommend approval of the following Payment(s):

1. Recommend approval for payment in the amount of \$4,988.00 to O’Hanlon, Demerath & Castillo for legal services. **(Consent Agenda)**
2. Recommend approval of Payment #2 for \$3,000.00, as partial payment to Sigma HN Engineers, PLLC for Engineering Services work completed on the Ben Brite Elementary and Stell Middle School Chiller Replacement Projects to be paid from Tax Rate Increase Fund 188. **(Consent Agenda)**
3. Recommend approval of Payment #2 for \$61,500.35, as final payment to Fox Mechanical for Construction Services work completed on the Ben Brite Elementary School HVAC & Chiller Replacement Project to be paid from Tax Rate Increase Fund 188. **(Consent Agenda)**
4. Recommend approval of Payment #3 for \$192,357.90, as partial payment to Central Air & Heating Service, Inc. (CAHS, Inc.) for Construction Services work completed on the Keller, Ortiz Elem. & Stell M.S.-HVAC Equipment Replacement Improvement project to be paid from Tax Rate Increase 188. **(Consent Agenda)**
5. Recommend approval of Payment #4 for \$575,066.35, as partial payment to Central Air & Heating Service, Inc. (CAHS, Inc.) for Construction Services work completed on the Keller, Ortiz Elem. & Stell M.S.-HVAC Equipment Replacement Improvement project to be paid from Tax Rate Increase 188. **(Consent Agenda)**
6. Recommend approval of Payment #5 for \$522,515.27 as partial payment to Gerlach Builders, LLC dba WIL-CON for Construction Services work completed on the Hanna ECHS New Gymnasium Facility Project to be paid from Tax Rate Increase Fund 188. **(Consent Agenda)**
7. Recommend approval of Payment #1 for a total of \$13,750.00 as partial payment to Green, Rubiano & Associates for Structural Engineering Services work completed on the BISD Food Nutrition Services Building Roof Repair Project to be paid from Maintenance Tax Note Fund 189. **(Consent Agenda)**

8. Recommend approval of Payment #2 for \$10,165.00 as partial payment to Central Air & Heating Services, Inc. (CAHS, Inc.) for Construction Services work completed on the Margaret M. Clark Aquatic Center – HVAC & Controls Replacement Project to be paid from Maintenance Tax Note Fund 189. **(Consent Agenda)**
9. Recommend approval of Payment #2 for a total of \$2,500.00, as partial payment to Green, Rubiano & Associates, Inc. for Structural Engineering Services work completed on the BISD Food Nutrition Services Building Roof Repair Project to be paid from Maintenance Tax Note Fund 189. **(Consent Agenda)**
10. Recommend approval of Payment #2 for \$93,085.75 as partial payment to American Contracting USA, Inc. for Construction Services work completed on the Multi-Campus Roof Replacement Phase II Project to be paid from Maintenance Tax Note Fund 189. **(Consent Agenda)**
11. Recommend approval of Payment #2 for \$1,800.00, as final payment to Chanin Engineering for Engineering Services work completed on the CTE Cummings Metal Canopy Design Project to be paid from Maintenance Tax Note Fund 189. **(Consent Agenda)**
12. Recommend approval of Payment #2 for \$2,190.00, as final payment to Sigma HN Engineers, LLC for Engineering Services work completed on the CTE Cummings Pipe Fitting Shop, Phase I Project to be paid from Maintenance Tax Note Fund 189. **(Consent Agenda)**
13. Recommend approval of Payment #2 for \$8,942.49 as final payment to Sigma HN Engineers, LLC for Engineering Services work completed on the CTE Cummings Pipe Fitting Shop, Phase II Project to be paid from Maintenance Tax Note Fund 189. **(Consent Agenda)**
14. Recommend approval of Payment #3 for \$15,200.00, as partial payment to Central Air & Heating Services, Inc. (CAHS, Inc.) for Construction Services work completed on the Margaret M. Clark Aquatic Center – HVAC & Controls Replacement Project to be paid from Maintenance Tax Note Fund 189. **(Consent Agenda)**
15. Recommend approval of Payment #3 for a total of \$3,750.00, as partial payment Green, Rubiano & Associates for Structural Engineering Services work completed on the BISD Food Nutrition Services Building Roof Repair Project to be paid from Maintenance Tax Note Fund 189. **(Consent Agenda)**
16. Recommend approval of Payment #4 for \$41,543.50, as partial payment to Central Air & Heating Services, Inc. (CAHS, Inc.) for Construction Services work completed on the Margaret M. Clark Aquatic Center – HVAC & Controls Replacement Project to be paid from Maintenance Tax Note Fund 189. **(Consent Agenda)**
17. Recommend approval of Payment #4 for a total of \$4,962.50, as partial payment to Ethos Engineering, Inc. for Construction Services work completed on the Margaret M. Clark Aquatic Center-HVAC Upgrades Project to be paid from Maintenance Tax Note Fund 189. **(Consent Agenda)**

18. Recommend approval of Payment #5 for \$14,575.00 as final payment to NM Contracting, LLC for Construction Services work completed on the Cummings CTE CV1 Canopy Improvements Project to be paid from Maintenance Tax Note Fund 189. **(Consent Agenda)**
19. Recommend approval of Payment #8 for \$208,959.65 as partial payment to Schneider Electric for Construction Services work completed on the Design-Build HVAC/Controls Replacement, Phase II Project to be paid from Maintenance Tax Note Fund 189.

Ms. Minerva Pena, Board President stated, and Pat, if we may please, we need to combine 19, 21, 22, 23, 24, 25, 26, 27 and Ms. Drue is going to make a statement applying to all of that before, we would like to combine them if somebody would make the motion for them, do I have a motion to group? Ms. Drue Brown, Board Member stated, so moved. Ms. Pena asked, do I have a second? Mr. Philip Cowen, Board Member stated, second, she second it. Ms. Pena stated, okay, let's give Pat time to combine. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees asked, who second?** Ms. Pena replied, Ms. Laura, thank you, did you second, yes, yes, so Ms. Drue, go ahead.

Motion made by Drue Brown, seconded by Philip Cowen and unanimously carried to recommend approval grouping agenda items 19, 21, 22, 23, 24, 25, 26 and 27. (G 6-0)

Ms. Brown stated, yeah, my apologies for circling all 8 of these but I just felt like it was time to clarify some things out in the open about these agenda items. All 8 of these agenda items are, they deal with the same two companies. Since the very beginning these energy efficient cost savings initiatives have been controversial, they were vetted and approved by the previous School Board, Administration and Facilities Committee and I went back and I watched those meetings and reviewed the agendas and the Board Minutes. Those of us who are new to the Board, Dr. Tipton, Eddie Garcia and myself were not on the Board when these initiatives were approved. Our role as the newest Members has been to merely approve the payments and fulfill the contractual obligations as related to the two companies. I think for all of us, it remains to be seen if these HVAC controls, LED lights, etcetera, will yield the substantial cost savings that have been promised by these two companies. I intend, as the Facilities Committee Chairman, to ask administration to provide periodic reports to monitor the performance of these measures so that we can determine if the savings justify the cost. That being said, I am ready to vote and approve the 8 agenda items related to paying these two companies for the services that were rendered. But I just want to clarify again, that the 3 of us were not on the Board when this was set up, all we have done along the way since we have been on the Board is approve payments and we don't know for sure if this is going to yield the cost saving that we hoped for. And we are at the end of this, we are starting to pay the final bills and we are going to try and monitor and make sure that we get the value that we hoped for with that money. Ms. Pena stated, thank you Ms. Drue, Ms. Prisci. Dr. Prisci Roca Tipton, Board Member stated, thank you Ms. Brown, you are correct, today we are approving, and I mean, we, the newest Member on the Board which is Mr. Garcia, Ms. Brown and myself, we are approving payments to solely fulfill contractual obligations made prior to our time on the Board. Ms. Pena stated, Mr. Cowen. Mr. Cowen stated, okay, Mr. Garcia. Ms. Pena stated, okay, Mr. Garcia. Mr. Eddie Garcia, Board Member stated, I want to add that Dr. Gutierrez was also not a part of the Board at that time. Ms. Pena stated, and before we go

on, I totally understand and the concerns are valid, but at this point in time it is our obligation to fulfill what we have promised. I know sometimes we don't agree and agree to disagree, but as a district, we have to fulfill the obligations that we as a sitting Board, previous Board, current Board contracted into. So please understand that sometimes we don't agree with it but we are obligated to pay our dues to what we owe, go ahead Mr. Cowen. Mr. Cowen stated, yeah, and I want to clarify something, when this thing first came up, we were told that it would be done in 6 months which now we are going on 2 and a half years and that's one of the reasons we paid that much more money. I think Mr. Salazar remembers those terms, we were also told that we would have substantial savings, I don't remember now what it was but 2 or 3 hundred thousand dollars a year that would be coming in and that there would be built in guarantees into the contracts that you know, we could go against these dealerships. None of that was put into the contracts, I mean, right now, I mean, I could be wrong, but right now I understand is that if they don't, you know, you can monitor this all you want but there is not going to be any consequences for either one of these companies cause we didn't hold them responsible. You know, they were able to get through, I know that I talked to Mr. Salinas about can we get out of these contracts and he said no, you got a contractual obligation, you got to live up to it, you can wind up getting sued if you don't. And I did have one meeting with a person sitting in the room that works for us and I asked him, how much could you save and they said like 30% maybe if we had done it ourselves versus having used these people. And I asked, well why didn't you say anything? And I think Ms. Pena, you remember this, and they were told, the person said, we were told not to. And so I have some real issues you know but I was really upset about that, you know, we are stuck, you know. Ms. Pena stated, and here's the problem, and if we can, we need to go back to, if we have the employees to do the job, please, dear God, use our employees. We contract out and we give money away like it's not ours but it is ours, I can throw away my money as much as I want. My husband says, what do you do with your retirement? Hey, that's my problem, it's mine, but anybody else's money, you have to be very, very frugal and if we can use in-house to take care of simple things, changing bulbs, if we have electricians, certified electricians, we need to do that ladies and gentlemen so that we can use our money on our children, our teachers and our staff instead of giving it away to companies where they are going to over charge us cause they see dollar signs when they see us. Please, let's be very conscientious, Mr. Eddie. Mr. Garcia stated, again, this is agreeing back with Mr. Cowen and going back to where Ms. Minnie, where we go back to having our own people, having our own auditors, our own people checking out, making sure that whatever work is being done is fit to our needs and this is where the savings are going to come to us. Again, we need to, this is a changing Board, evaluating and looking at everything we are spending with and again, we are gonna vote on this because again, we are meeting those contractual items that we had said we were going to follow and we are going to do that and we are going to be looking at these expenditures very closely. Mr. Cowen interjected, and Madame Chair. Ms. Pena stated, yes sir. Mr. Cowen continued, I do have, I know that one of our high schools had a function there and I went in there in one of the libraries and half of the LED's, the fixtures were not working you know. And another, you know, the hall looked like a cave before and they matched the cave with LED's, it still looked like a cave, we are supposed to get more light with less electricity use. You know, and because we complain about it they got changed but they were going to leave it that way so I'm very concerned that before we let them off the hook completely, that we at least get what we paid for you know, I think everybody knows what I'm talking about. **Dr. Rene Gutierrez, Superintendent of Schools stated,**

Mr. Cowen, we are just married to this contract. Mr. Cowen stated, I know, it's like a, well, never mind. Ms. Pena stated, please vote. **Ms. Perez stated, unanimous vote.**
(G 6-0)

20. Recommend approval of Payment #9 for \$860.88 as partial payment to Armko Industries, Inc. for Architectural Services work completed on the Multi-Campus Roof Replacement Phase II Project to be paid from Maintenance Tax Note Fund 189. **(Consent Agenda)**
21. Recommend approval of Payment #10 for \$65,559.50, as partial payment to E3 Entegral Solutions, Inc. for Construction Services work completed on the Design Build-HVAC (CHW)-Phase III Project to be paid from Tax Ratification Election Fund 189. **(G 6-0)**
22. Recommend approval of Payment #11 for \$64,980.00, as partial payment to E3 Entegral Solutions, Inc. for Construction Services work completed on the Design Build-HVAC (CHW)-Phase III Project to be paid from Maintenance Tax Note Fund 189. **(G 6-0)**
23. Recommend approval of Payment #12 for \$111,309.88, as partial payment to E3 Entegral Solutions, Inc. for Construction Services work completed on the Design Build-HVAC (CHW)-Phase III Project to be paid from Maintenance Tax Note Fund 189. **(G 6-0)**
24. Recommend approval of Payment #13 for \$23,907.28, as partial payment to E3 Entegral Solutions, Inc. for Construction Services work completed on the Design Build-HVAC (DX) Replacement Phase II Project to be paid from Maintenance Tax Note Fund 189. **(G 6-0)**
25. Recommend approval of Payment #14 for \$50,016.93, as partial payment to E3 Entegral Solutions, Inc. for Construction Services work completed on the Design Build – HVAC (DX) Replacement Phase II Project to be paid from Maintenance Tax Note Fund 189. **(G 6 -0)**
26. Recommend approval of Payment #15 for \$25,297.02, as partial payment to E3 Entegral Solutions, Inc. for Construction Services work completed on the Design Build – HVAC (DX) Replacement Phase II Project to be paid from Maintenance Tax Note Fund 189. **(G 6-0)**
27. Recommend approval of Payment #16 for \$13,661.29, as partial payment to E3 Entegral Solutions, Inc. for Construction Services work completed on the Design Build – HVAC (DX) Replacement Phase II Project to be paid from Maintenance Tax Note Fund 189. **(G 6-0)**
28. Recommend approval of the Final Payment for a total of \$2,700.00, to Sigma HN Engineers, PLLC for Engineering Services work completed on the Lopez ECHS Boiler Replacement Project to be paid from Maintenance Tax Note Fund 189. **(Consent Agenda)**

C. Recommend approval of the following Budget Amendment(s):

1. Recommend approval of Budget Amendment #021 for \$4,594,387.00 for Local Funds. Reallocation of \$2,746,653.00 as requested by campuses and departments, Carryover Budget of \$1,637,734.00 and Designated Fund Balance of \$210,000.00. **(Consent Agenda)**

D. Recommend approval of the following Contract(s)/Agreement(s):

1. Recommend approval to accept the contract with Linebarger Goggan Blair & Sampson, LLP for an audit of the property value findings as conducted by the Comptroller's Office as of January 1, 2019 for the school year 2020-2021. There will be no cost to the District. **(Consent Agenda)**
2. Recommend approval to enter into an agreement between Powerschool and Brownsville I.S.D for the purpose of the Enterprise Management Service (EMS) and 19.12 Version Implementation Services yearly update to be effective upon Contract Execution not to exceed \$36,266.60 from Local Maintenance and Categorical funding. **(Consent Agenda)**
3. Recommend approval to update information to current agreement with Texas Department of Public Safety for release of applicant and/or employee driving records at no cost to the District. **(Consent Agenda)**
4. Recommend approval of UTRGV GEARUP Subaward Amendment #3 in the amount of \$90,000.00. This provides \$30,000.00 to each high school (Lopez ECHS, Porter ECHS, and Rivera ECHS) under the current Memorandum of Understanding that runs from September 25, 2019 to September 25, 2020. **(Consent Agenda)**

E. Recommend approval of the following Bid(s)/Proposal(s)/Purchase(s)

1. Recommend approval of CSP #20-131 Cummings CTE–CV4 Construction Technology MEP Upgrade Project to NM Contracting, LLC of McAllen, Texas in the amount not to exceed \$139,000.00 and to authorize the Administration to enter into negotiations and execute the contract. Funding to be paid from Maintenance Tax Note Fund 189. **(Consent Agenda)**
2. Recommend awarding RFQ #R20-128 Real Estate Services District-wide to RE/MAX Sun Valley Realtors, Joe de la Fuente/Broker, of Brownsville, Texas, for a 12-month period, and to authorize administration to initiate contract to commence services. These services are funded from Local Maintenance Funds not to exceed \$50,000.00. Services to be provided on an as needed basis. **(Consent Agenda)**
3. Request approval to solicit Request for Qualifications for Energy Management Consulting Services. **(Consent Agenda)**
4. Recommend approval of the proposal for Intercom Replacement/Upgrades District-wide to Ethos Engineering of Harlingen, TX in the amount not to exceed \$208,000.00 and to authorize Administration to execute the proposal and agreement. This construction project is to be paid from Tax Rate Increase Fund 188. **(Consent Agenda)**

XIII. CLOSED MEETING: as pursuant to the Texas Government Code Sections: 551.071, 551.072, 551.074, 551.082, and 551.084. 8:55 P.M.

XIV. BOARD RECONVENES - Board action on agenda items discussed in Executive Session. 10:30 P.M.

Ms. Minerva Pena, Board President stated, good evening, we return from executive session, thank you everyone for waiting, Ms. Pat, would you continue? **Ms. Pat C. Peretz,**

Administrative Assistant for the Board of Trustees asked, we are grouping for personnel items? Ms. Pena replied, yes, if you may, yes, except we are going to, before we do grouping, we have some changes, Mr. Gutierrez, Dr. Gutierrez. **Dr. Rene Gutierrez, Superintendent of Schools stated, under personnel items, I'd like to pull out number 4 and number 6 and number 7. At this time, the administration is reviewing the staffing patterns in the district as well as our budget. So I'm going to ask the Board that items, 4, 6 and 7 be pulled out for further review and evaluation of personnel and budget as we move on with the budget process during the spring semester and the summer.** Ms. Pena asked, so this is your recommendation as administration to please pull those? **Dr. Gutierrez replied, yes, this is my recommendation for now until we do further review of the staff.** Ms. Perez asked, okay, so we are, it's going to be 1, 2, 3, 5, 8, 9, 10 and 11? **Dr. Gutierrez stated, correct.** **Ms. Perez added, and Mr. Cowen is abstaining from 11, okay.** Ms. Pena stated, he is abstaining on a particular employee correct? Mr. Cowen stated, I'm not abstaining on all of them, just my wife. Ms. Pena added, yes, only on Ms. Francis Cowen, everyone else he is going to take a vote on that. Ms. Perez stated, got it. Mr. Cowen stated, I've been told at different times I don't have to but I go ahead and abstain. Ms. Pena stated, you don't want to take a chance. Dr. Prisci Roca Tipton, Board Member stated, motion to approve. Ms. Laura Perez-Reyes, Board Member stated, second. **Ms. Perez stated, please vote.** Mr. Cowen asked, Pat, you are going to mark my abstention?

Motion made by Dr. Prisci Roca Tipton, seconded by Laura Perez Reyes, and unanimously carried to recommend approval grouping agenda items 1, 2, 3, 5, 8, 9, 10, and 11(Philip Cowen abstained Frances Cowen). (G 6-0)

A. PERSONNEL MATTER(S):

1. Presentation, acceptance and approval of Retirements. (44)
Nereyda S. Arizmendi, Nelda Casas, Angelita C. Cavazos, Eduvijes Chavez, Jr, Thomas E. Chavez, Pablo M. Coronado, Jr., James R. Dallman, Beatrice Elizondo, Cynthia L. Escovar, Mariana Figueroa, Sylvia Gama, Eulalia Garcia, Lorraine Garcia, Sylvia R. Garcia, Mario A. Gonzalez, Maria T. Lerma, Robert O. Lopez, Maria A. Loya, Jesus H. Lozano, Carol L. Lutsinger, David Martinez, Maria A. Martinez, Hortencia C. Medrano, Josefa Miles, Juan D. Munoz, Lydia Munoz, Sylvia Ochoa, Nora R. Osmers, Carmela Petraitis, Angelica Pina, Yvonee Quijas, Conchita G. Rodenbaugh, Diana G. Rodriguez, Horacio Rosas, Manuel Salinas, Jr., Sor Clara Sanchez, Jennifer S. Schuster, Raquel Silva, Noel H. Solis, Delfina Trevino, Concepcion Uribe, Maria C. Whittemore, Gloria J. Zapata, Anita Zepeda. **(G 6-0)**
2. Presentation, acceptance and approval of Resignations. (5)
Monica Cortinas, Heidi M. Garcia-Moreno, Gavin Thomas Rudder, Daniel D. Saavedra, Alejandra Velasquez Gonzalez. **(G 6-0)**
3. Recommend approval of probationary contractual personnel for the 2019-2020 and 2020-2021 school year(s) – Assistant Choir Director (Katia Mares-Garcia MS). Subject to receipt of all outstanding documentation. (1) **(G 6-0)**

4. Recommend approval of probationary contractual personnel for the 2019-2020 and 2020-2021 school year(s) – Assistant Principal at Hanna Early College High School. Subject to receipt of all outstanding documentation. (1) **(Agenda item pulled by Administration)**
5. Recommend approval of probationary contractual personnel for the 2019-2020 and 2020-2021 school year(s) – Curriculum Specialist-Science (**Alejandra Guzman-Curriculum Department**). Subject to receipt of all outstanding documentation. (1) **(G 6-0)**
6. Recommend approval of probationary contractual personnel for the 2019-2020 and 2020-2021 school year(s) – Educational Diagnostician. Subject to receipt of all outstanding documentation. (1) **(Agenda item pulled by Administration)**
7. Recommend approval of probationary contractual personnel for the 2019-2020 and 2020-2021 school year(s) – Gear Up Counselor. Subject to receipt of all outstanding documentation. (1) **(Agenda item pulled by Administration)**
8. Recommend approval of probationary contractual personnel for the 2019-2020 and 2020-2021 school year(s) – Teachers (**Yvonne Amaro-Putegnat Elem/Thelma Bojorquez-Gonzalez Elem/Denisse Carrillo-Benavides Elem/Jasmine Mireles-Garcia MS/Carolina Oviedo-Pace ECHS/Miriam Ramos Arevalo-Pace ECHS/Sergio Sanchez-Garcia MS/Celeste Santa Ana-Benavides Elem/Esmeralda Villarreal-Champion Elem**). Subject to receipt of all outstanding documentation. (9) **(G 6-0)**
9. Recommend approval of non-chapter 21 contractual personnel for the 2019-2020 and 2020-2021 school year(s) – Speech Language Pathologist (**Flor Contreras-Special Services**). Subject to receipt of all outstanding documentation. (1) **G 6-0**
10. Recommend approval of campus professional probationary contracts for the 2020-2021 School Year. **(G 6-0)**
11. Recommend approval of campus professional staff for term – chapter 21 contracts for the 2020-2021 School Year. **(G 6-0)** (Philip Cowen, Board Member abstained – Frances Cowen)

Amendment

Page 1201 will be replaced with Page 1201A
Page 1202 will be replaced with Page 1202A
Page 1203 will be replaced with Page 1203A
Page 1204 will be replaced with Page 1204A
Page 1205 will be replaced with Page 1205A
Page 1206 will be replaced with Page 1206A
Page 1207 will be replaced with Page 1207A
Page 1208 will be replaced with Page 1208A

12. Board Self-Evaluation.
 - a. Discussion regarding petition to remove Dr. Sylvia P. Atkinson from the Brownsville Independent School District Board of Trustees.

Ms. Minerva Pena, Board President stated, Mr. Baltazar, would you. *Mr. Baltazar*

*Salazar, Legal Counsel stated, yes, Madame President, Board Members, General Public, as we have previously stated, the BISD Board is aware of the removal proceedings filed against Dr. Sylvia Atkinson and we have been cooperating with the DA's office. However, we want to make it clear that the BISD Board of Trustees does not have any jurisdiction on the removal process. The jurisdiction lies in the state district courts. Ms. Pena stated, thank you. **No Action***

13. Personnel Update with Superintendent (Dr. Rene Gutierrez). **No Action**

14. Legal Update with Board Counsel (Baltazar Salazar). **No Action**

B. ATTORNEY CONSULTATION

1. Staff Attorney

a. Discussion, consideration, and possible action regarding Humana Inc. vs. Brownsville Independent School District.

Mr. Philip Cowen, Board Member stated, move to approve as discussed in executive session on that item. Mr. Eddie Garcia, Board Member stated, second. Ms. Minerva Pena, Board President stated, yes. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, please vote, Ms. Perez, motion passes unanimous. 6-0**

Motion made by Philip Cowen, seconded by Eddie Garcia, and unanimously carried to recommend approval regarding Humana Inc. vs Brownsville Independent School District, as discussed in executive session. (6-0)

CHANGE ORDER OF THE DAY Move XIII B 2a and 2b after IX A 3 and move Public Comment Period after XIII B 2a and 2b.

2. Board Attorney

a. Discussion, consideration, and possible action to disengage and terminate the Law office of Martie Vela Garcia and Daniel Garcia. **(Change Order of the Day)**

b. Discussion, consideration, and possible action to amend, supplement, and authorize litigation. **(Change Order of the Day)**

C. INTERNAL AUDITOR CONSULTATION

1. Consultation with Lead Internal Auditor (Status of past, ongoing and completed Board approved audits). **No Action**

D. REAL ESTATE:

1. Discussion, consideration, and possible action on the potential sale, rental, lease, or purchase of real estate. **As discussed in Executive Session (G6-0)**

2. Discussion, consideration and possible action regarding the request to use Resaca Elementary Facilities from (Region One Education Service Center, PALMS Behavioral Health, Investor) and Longoria Elementary Facilities from (NINOS Head Start/Early Head Start Program and Investor). **As discussed in Executive Session (G6-0)**

3. Discussion, consideration and possible action to enter into an Inter-local Easement Agreement between City of Brownsville, Texas and Brownsville Independent School District authorizing Construction, Operation and Maintenance of Hike and Bike Trail on Land Adjacent to Garza Elementary School.

Ms. Minerva Pena, Board President stated, Mr. Baltazar, we need to go back, yes, number 3. *Mr. Baltazar Salazar, Legal Counsel stated, I will tell, I will tell the Board that I have reviewed that document and I did review and approve that, but you want to discuss that, I think its.* Ms. Laura Perez-Reyes, Board Member interjected, we've had, we've had presentation on this item, I don't know if you will recall. Ms. Pena stated, no. Ms. Perez-Reyes continued, it's an excellent, yeah, it's a really good, I'm really happy to support. Mr. Philip Cowen, Board Member interjected, I'm a little lost, I'm sorry. Ms. Pena added, yeah, totally, did you forget to mention it back there, number 3? Cause it's on here but we didn't discuss it in the back, what happened, did we oopsi? *Mr. Salazar stated, I think we are going to be okay, we can discuss that out here in open session because it's not the purchase.* Ms. Pena asked, can we? Ms. Perez-Reyes stated, we already had a presentation on it. Ms. Pena stated, yeah, but that was just. Mr. Cowen interjected, but that was something that is not going to affect us at all. Ms. Perez-Reyes stated, it's actually, it's going to benefit, it's going to benefit the students because they are going to be able to. *Mr. Salazar interjected, we can discuss it right now.* Ms. Pena asked, would you just give us in a nutshell. *Mr. Salazar stated, Dr. Cantu. Dr. Nelly Cantu, Deputy Superintendent for Business and Operations stated, yes, Madame President and Superintendent and Board Members, this easement request, the City of Brownsville is looking at building and designing hike and bike trails across the district, across the city, excuse me. And so one of the things that right now is on the table is at Garza Elementary, they want to run a trail, it is through our easement so it's asking for permission for us to connect to the hike and bike trail so it's a huge advantage for our district because our students can use the hike and bike trail for safety reasons.* Ms. Pena stated, excellent. **Dr. Cantu added, so it's a combined effort and allowing them permission to build that in our property.** Ms. Pena stated, that will be great. *Mr. Salazar interjected, and the beautiful part is that they are going to pay for the sidewalks, the easement, they are going to pay to maintain them and if ever they would need to knock it down or maintain it, it's all their maintenance, it's at no cost to the district other than providing the easement.* Ms. Perez-Reyes stated, I move to approve. **Dr. Cantu stated, the easement request for the agreement, the agreement was reviewed by both Miguel Salinas and Mr. Baltazar Salazar, it was reviewed by both Legal Counsels.** Ms. Pena added, well that's exciting, thank you very much everyone for everything you do. Mr. Cowen stated, Madame Chair. Ms. Pena stated, yes. Mr. Cowen continued, what's nice about this is they will also tie in the neighborhood and we establish a connection from that neighborhood to that school because there has been a little disconnect and that's one school that has lost to charters because the school wasn't properly cared for and people left. But this way maybe we begin a beginning of getting those parents back, giving the people back because it will tie back into and re-establish loyalty to the school because that becomes a community center as it always has been in the past. Ms. Pena stated, and I agree and it's a plus to discuss it in open for the public and community to know what good things the city is doing to. Mr. Cowen interjected, at one time that school had 1,500 children. Ms. Pena stated, yeah, I remember. Ms. Drue Brown, Board Member stated, okay, move to approve. Ms. Pena asked, do I have a second? Ms. Perez-Reyes interjected, I made the motion already. Ms.

Pena added, no, she made the motion. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated I have a motion by Ms. Perez, second by Mr. Cowen. So I have 1, 2 and 3, correct?** Ms. Perez-Reyes stated, yes. Ms. Pena echoed, yes. **Ms. Perez asked, D, okay, let me just change that.** Ms. Pena stated, and 4 too, as discussed, as discussed. **Ms. Perez asked, so we are going to do 4?** Ms. Pena stated, yes, 1, 2, 1, 2 and 4 as discussed in executive and 3 as discussed out here. **Ms. Perez stated, please vote, 6-0, unanimous vote. (G 6-0)**

Motion made by Laura Perez Reyes, seconded by Philip Cowen, and unanimously carried to recommend approval grouping agenda items 1, 2 and 4, as discussed in executive session and agenda item for as discussed in open session. (G 6-0)

- 4. Discussion and possible action on the Easement Request from Magic Valley Corp., Inc. **As Discussed in Executive Session (G 6-0)**

XV. Announcement(s):

- A. Next scheduled Board Meeting of the Board of Trustees is on Tuesday, April 7, 2020.

XVI. Adjournment.

Motion was made by Dr. Prisci Roca Tipton, seconded by Eddie Garcia and unanimously carried to approve to adjourn the Rescheduled Regular Board Meeting at 10:41 P.M. (6-0)

- There being no further business appearing before the Board, the meeting was adjourned.

(HANDOUTS ADDED TO OFFICIAL MINUTES)

(AUDIO/VIDEO TAPES OF THE OPEN MEETING AND THE WRITTEN CERTIFIED AGENDA OF THE CLOSED MEETING ARE ON FILE)

Approved by:

_____ **Minerva Pena, President of the Board**

_____ **Date**

Attested by:

_____ **Dr. Prisci Roca Tipton, Secretary of the Board**

_____ **Date**

Notes: Font style designation

Board of Trustees

Administration

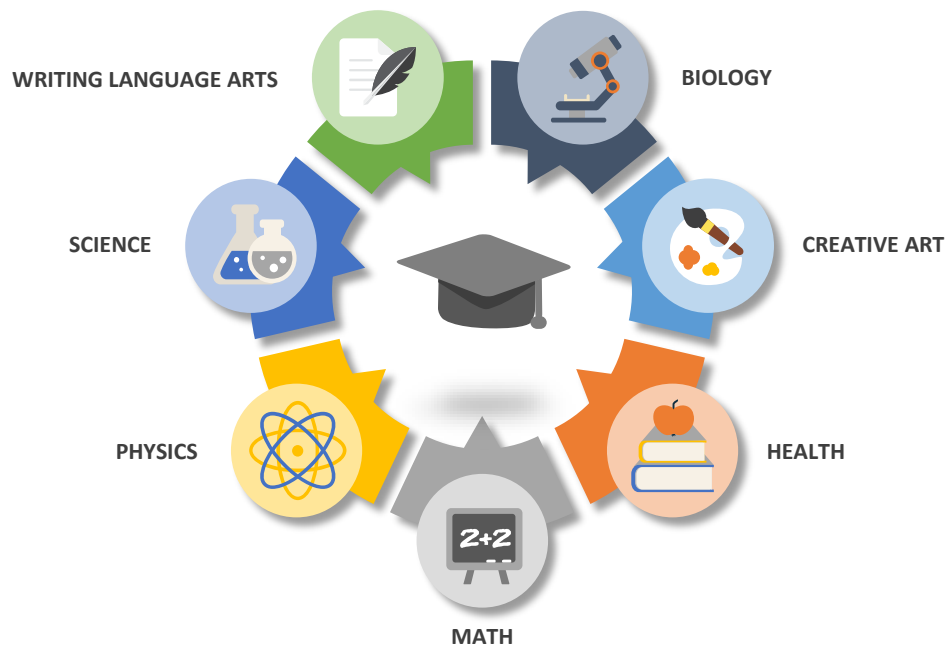
Board Attorney

Staff Attorney

Speaker/Presenter

(Minutes presented at Rescheduled Regular Board Meeting held on June 16, 2020)

COVID-19
Curriculum
and Instruction
Update
BOARD
MEETING
JUNE 16, 2020





High School	Graduates
Brownsville ECHS	87
Hanna ECHS	614
Lopez ECHS	470
Pace ECHS	485
Porter ECHS	414
Rivera ECHS	509
Veterans Memorial ECHS	465
Lincoln Park	18
Brownsville Learning Center	41
	49
Total Graduates	3,103

Elementary Summer School (1st-5th)

Total (Students Needing Summer School)								
Grade Level							Teachers	
	1st	2nd	3rd	4th	5th	Campus Total	Teachers	Lead Teachers
Preliminary totals by Grade level as of 5/28	275	158	160	85	60	738	60	31

Total (Students Enrollment)									
Grade Level							Teachers		
	1st	2nd	3rd	4th	5th	Campus Total	Teachers	Lead Teachers	
Actual Enrollment	242	132	145	71	55	645	60	31 ₅₀	
No Shows	82								

Secondary
Summer
School
(6th – 8th)

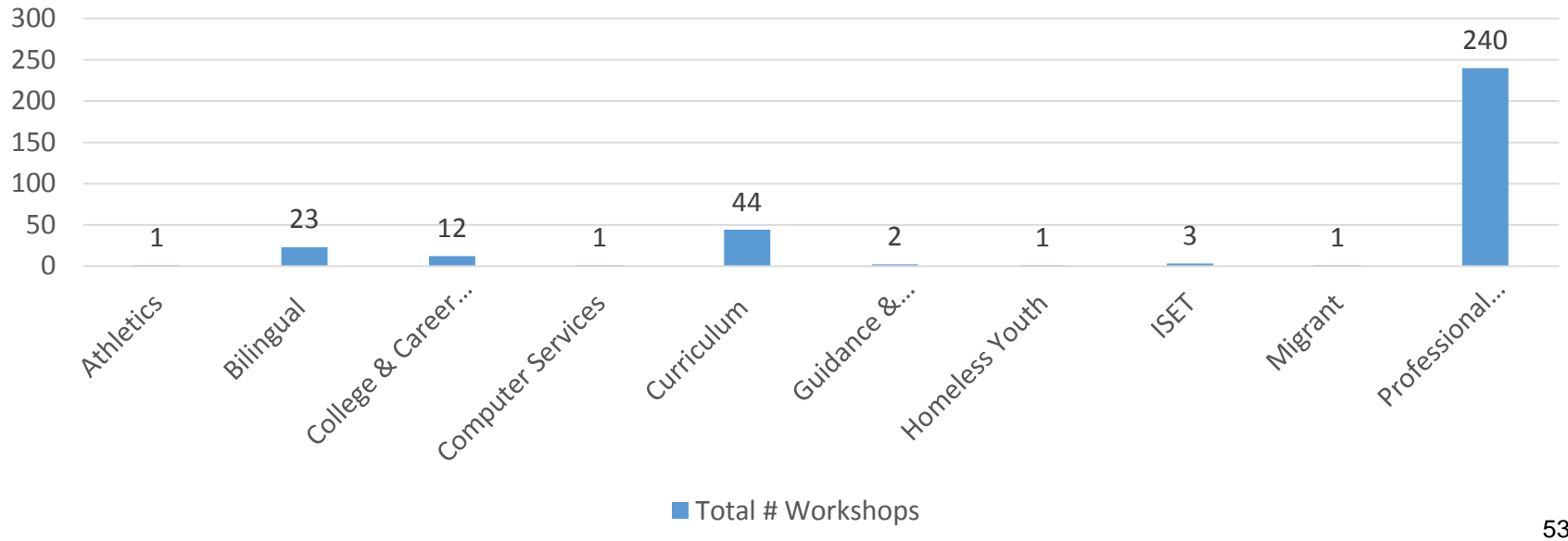
School	6th	7th	8th	Total
Faulk	33	19	29	81
Stell	5	29	10	44
Oliveira	5	16	16	37
Perkins	2	6	23	31
Lucio	21		5	26
Garcia	27	22	28	77
Stillman	22	3	62	87
Manzano	3	7	26	36
Total	118	102	199	419

Secondary
Summer
School
(9th – 12th)

School	9th	10th	11th	12th	Total
Hanna	102	114	134	7	357
Porter	62	143	122	36	363
Pace	46	65	36	3	150
Rivera	191	131	110	26	458
B'vill Learning Academy	0	0	0	0	0
Lopez	137	173	117	31	458
B'vill ECHS	24	19			43
Veterans	71	50	58		179 ₅₂
Total	633	695	577	103	2008

Summer Professional Development June 1, 2020 – June 19, 2020

Total # Workshops



53

District Total # of Workshops

328



Topics for Discussion at Curriculum Committee Meeting

- Gaps in Students (based on TEA data)
- Proposed Calendars
- Hybrid Model
- Remote Distance Learning Model
- Parental Surveys
- Administrator Surveys
- Teacher Surveys

Brownsville Independent School District



Presentation to the School Board

June 16, 2020

COVID-19

Updates from the
Business & Operations Department



Dr. Rene Gutierrez, Superintendent of Schools
Dr. Nellie Cantu, Deputy Superintendent for Business and Operations

Today's Agenda

Business & Finance

- I. Review of Funding Sources
- II. Description of Funding Sources
- III. Updates on Expenditures/Savings
- IV. Update on Business Office Requests

Operations

- V. Hot Spots on Buses
- VI. Meal Distribution Update
- VII. Maintenance Dept. Updates
- VIII. Facilities Dept. Updates
- IX. Employee Benefits/Risk Management Dept.
- X. Public Information Dept. Updates
- XI. Next Steps

Four Buckets of Funding Sources

Multiple fund sources for K-12 Education are available at the federal and state level:



Federal Emergency Management Agency (FEMA)



Elementary and Secondary School Emergency Relief Fund (ESSER)



Coronavirus Relief Fund (CRF)



Texas Department of Agriculture



Federal Emergency Management Agency (FEMA)



- We recommend that you track ALL costs related to COVID-19, including staff time, such as:
 - Cleaning and sanitizing schools;
 - Labor and Equipment;
 - Communication and public information costs;
 - Curriculum development;
 - Supplies for paper distance learning packets and delivery costs (where online learning is not feasible);
 - Expenses to continue food assistance program services.
 - **Not Eligible** - Distance learning expenses, including purchasing electronic devices and communications infrastructure
- Not all expenses will be covered by FEMA, but other funding streams may be created through the CARES Act and other future funding allocations. It is best to track and document costs now, then to do so months after the fact.
- The federal cost share is 75%, and 25% district share.

Elementary and Secondary School Emergency Relief Fund (ESSER)

- ✓ Eligible Expense
 - Cleaning and sanitizing schools;
 - Labor and Equipment;
 - Communication and public information costs;
 - Curriculum development;
 - Supplies for paper distance learning packets and delivery costs (where online learning is not feasible);
 - Expenses to continue food assistance program services.
 - Distance learning expenses, including purchasing electronic devices and communications infrastructure
- ✓ TEA will use CARES Act money from the ESSER Fund **to replace state funding.**
- ✓ TEA will use ESSER funds as a method of finance for the cost of the foundation school program.
- ✓ Districts will have to apply for funding and grant application will be **released in June.**
- ✓ Extra **reporting requirements and spending restrictions**
- ✓ TEA will **reduce each district's ADA** by an amount that results in a funding loss equivalent to the district's CARES Act grant award.



Coronavirus Relief Fund (CRF)



- ✓ U.S. Department of Treasury for statewide purposes
- ✓ Federal source of funds administered the **Texas Education Agency** and is designated as **supplemental**.
- ✓ BISD is expected to receive **\$4.7 million**
- ✓ Reimbursement amount = **75%** and 25% district share.
- ✓ Additive expenses incurred from **March 1 – May 20, 2020**
- ✓ Funds are supplemental and meet the following requirements:
 1. Incurred due to COVID-19 pandemic;
 2. Not be accounted for in the most recently approved budget as of March 27, 2020 and
- ✓ Applications will open or around on **July 20, 2020** and closes on **September 15, 2020**.
- ✓ Once applications are received and the application window is closed, TEA will **calculate the amount eligible for reimbursement** for all LEAs across the state⁶⁰ who submitted applications.

Description of Funding Sources

	FEMA	ESSER Fund 266	CRF	TDA Grants
Budget Reimbursement	Dependent on what is submitted	\$19.7 million less Private Non-Profit allocation Estimated = \$17 million SUPPLANTING	\$4.7 million (BISD will receive \$250 per SCE student). SUPPLEMENTAL – not reimbursed by FEMA	Dependent on # of meals served
Reimbursement	The federal cost is 75% , and the district share is 25%.	100%	75% of expenses with a 25% match from the district.	Texas Department of Agriculture rates

Description of Funding Sources

	FEMA	ESSER	CRF	TDA Grants
Timeframe for Expenditures	<u>Opened Jan. 20, 2020.</u> Request accepted <u>30 days after the end of the declaration of the Public Health Emergency.</u>	<u>March 13, 2020</u> through <u>June 30, 2021</u> with 12 additional carryover – <u>Sept. 30, 2022</u>	Expenses incurred <u>March 1, 2020</u> through <u>May 20, 2020.</u> The application will open on or around <u>July 20, 2020</u> – <u>Sept. 15, 2020.</u>	Credits to specific co. No expiration date.
Expenses Include	Labor, Equipment, Materials, Rental and Contracts	Allowable: Coordination of preparedness to prevent, prepare for, and respond to COVID-19. Includes devices, internet, hotspots, and payroll	Incurred during pandemic, not accounted for in the most recent approved budget. Includes distance learning, devices, and payroll.	Equipment, canopies and personal protective equipment
Requirements	Keep detailed documentation	Submit application. Additional reporting requirements. Board approval required.	TEA <u>creating a reimbursement application process,</u> similar to FEMA. TEA will calculate amount eligible.	Submitted Application

Expenditures/Savings

As of 6/9/2020

Item	Description	Budget Expenditures	Budget Expenditures	Approx. Savings
EXPENDITURES				
Salaries	Time and ½ pay for essential staff and classified staff	\$0.00	\$1,232,162.50	-\$1,232,162.50
Supplies	Cleaning supplies, masks, gloves, hand sanitizer	\$0.00	\$1,131,783.09	-\$1,131,783.09
Equipment	Clorax 360 (includes 2 add'l orders)	\$0.00	\$501,410.00	-\$501,410.00
Tech. Supplies	Expand Band Width		\$97,498.00	-\$97,498.00
Tech. Supplies	Hot Spots for Buses		\$29,197.40	-\$29,197.40
Tech. Supplies	Chromebooks (11,000) – Phase I		\$3,025,000.00	-\$3,025,000.00
Summer Reading Books	State Compensatory (reimbursement)		\$147,212.40	-\$147,212.40
Internet Use (Teachers)	Wi-Fi Incentive	\$0.00	\$578,406.95	-\$578,406.95
TOTAL		\$0.00	\$6,742,670.34	-\$6,742,670.34
SAVINGS				
Fuel Costs	Daily transportation	\$934,836.28	\$583,103.48	\$351,732.80
Transp. Department	Overtime (no field trips)	2,651,171.59	\$1,872,064.77	\$779,106.82
Field Trips	Cancelled for this year	\$0.00	\$462,946.00	\$462,946.00
Travel	Staff	\$0.00	\$38,099.00	\$38,099.00
Travel	Students	\$350,000.00	\$0.00	\$350,000.00
TOTAL		\$3,936,007.87	\$2,956,213.25	\$1,981,884.62
Net Difference				-\$4,760,785.72

Update on Business Office Requests

Item	Description	Update
1	Demographic Study	<ul style="list-style-type: none"> • Board Approved Feb. 12th • ARC Bridge Consultants • Preliminary Presentation for June 16th
2	Energy and Water Savings	<ul style="list-style-type: none"> • Included in Feb. 16th Board meeting • Ranking completed • Recommendation: Bob Driggers • Recommendation to Board June 16th
3	OCR Accessibility Study	<ul style="list-style-type: none"> • Opened RFP on May 12th • Ranking May 26th • Recommendation: Active Internet Technologies (Finalsite) • Recommendation to Board June 16th
4	Linebarger/Perdue Fact Check	<ul style="list-style-type: none"> • Received initial information from previous presentation from both Firms May 26th • 90% of confirmation of amounts on presentation complete • Requested assistance from Moak, Casey and Associates with project and forwarded e-mails and other correspondence on May 28th • By May 29th, Moak, Casey determined unable to assist with the project

Hot Spots on Buses



- Ordered hot spots for buses
- Awaiting activation
- Currently working on identifying “high-need” areas
- Collaborating with Technology and Transportation Department
- Scheduled to be stationed in community effective July 1st

Meal Distribution Updates

Providing meals for our students!



Date	June Daily Totals				
	Lunch		Breakfast		Highest Enrollment
	Child	Adult	Child	Adult	
1	2,063	-	3,851	-	3,851
2	3,118	-	2,063	-	3,118
3	2,623	-	3,118	-	3,118
4	3,530	-	2,623	-	3,530
5	3,530	-	3,530	-	3,530
6	-	-	-	-	-
7	-	-	-	-	-
8	3,156	-	3,530	-	3,530
9	3,962	-	3,369	-	3,962
10	-	-	3,749	-	3,749



Maintenance Department Updates

Always available... addressing 100% emergency work orders!



- **Grounds Scheduled** developed to maintain facilities during COVID-19 closures.
- **Soap dispensers** - Purchased & installed new touchless dispensers district-wide affording the district a cost savings in the amount of \$37,875.00 annually.
- **360 Clorox Electrostatic Disinfectant Sprayer Machines** - Disinfectant equipment purchased in an effort to minimize absences and improve the average daily attendance district wide. In addition to covering up to 300 sq. ft. per minute, this saves up to 75% of time as well as 65% on product and labor costs. This is more efficient than traditional trigger type sprayers providing superior coverage due to it's electrostatic technology.
- **Additional \$3.5M Projects** – Ongoing projects impacted with this funding include: HVAC, Plumbing, Electrical, General Maintenance, Fencing and Masonry.
- **Completed 100%** of emergency work during closure (plumbing, electrical, and flooring, etc.)⁶⁷

Facilities Department Updates

Construction never stopped!

Continued construction of **on-going projects** with little to slight delays during closures such as:

- Continued construction of Hanna Gym
- Continued paperwork processes, received and awarded bids
- Finished installation HVAC at the Aquatic Center
- Continued Rivera ECHS Roof Repairs
- Continued FNS Dept. Roof Repairs
- Continued Roofing projects district-wide
- Received bids on paint booth for CTE (submitted for board approval June 16th)
- Received bids on canopies and Canales Elem. parking, completed ranking and prepared for June recommendation to the board.



Employee Benefits/Risk Management

Always available... addressing 100% of staff calls regarding COVID-19

- Improved systems in the BISD Health Insurance Fund resulting in a **positive savings \$8.7 million dollars to date.**
- Saved \$25,000-\$30,000 in Workers Compensation Insurance due to procedure/operational changes within the Employee Benefits Department.
- Reinforced procedures and processes for Employee Benefits Department to **improve “customer service”** to all employee of BISD.
- **Increased communication and education** to BISD employees to clarify benefits
- Due to Health Plan Savings and the changes in the Employee Benefits Department, the finance department **reallocated approximately \$2.6 million** from the employer contribution to general fund



Public Information Office

Keeping everyone informed!

- Increased e COVID-19 Updates to all stakeholders
- Continuously updated the district website and social media sites to keep stakeholders informed
- Increased various methods to distribute information including, but not limited to, local newspapers.
- Posted timely Superintendent Updates on district website.
- Collaborated with City and County officials to enforce precautionary measures to address COVID-19



Next Steps

- Continue to **collect detailed documentation** and will apply for funds when applications are available
- Continue to collaborate with **FEMA/CARES Task Force Committee**
 1. Rachel Ayala, Elementary Principal
 2. Dr. Nellie Cantu
 3. Mary Garza, Finance Dept.
 4. Diego Gonzalez, Jr., Finance Dept.
 5. Rosario Pena, Purchasing Dept.
 6. Julie Pedraza, Technology Dept.
 7. David Robledo, CFO
 8. Luis Segura, Secondary Principal
 9. Mary Tolman, Special Services
 10. Conrado Vega, Finance Dept.
- Collaborate with finance staff to ensure **proper coding** of COVID-19 expenditures
- Collaborate with *Active Internet Technologies* on district and campus website
- Identify **high need location** for buses with hot spots
- Continue **meal distribution** until July 31, 2020 (dependent on Guidance from TEA and CDC)
- Continue **Maintenance and Facilities projects** as permitted by local and state agencies.
- Continue to provide the **best customer service** to staff needing COVID-19 health guidance from the Employee Benefits Dept.
- Continue to **communicate COVID-19 updates** to all stakeholders via our district website and social media outlets.

Questions?

- *Significant **uncertainty remains**, regarding*
 - Impact of state revenue picture on future school funding
 - Impact of COVID-19 concerns and closures on continued absences in the 2020-2021 school year
 - Details regarding potential changes to attendance accounting for 2020-2021
 - Details of protocols for safely bringing students back to school

THANKS!



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: Project RISE stipends for On-Line Instructional/Academic/Social Support For Porter ECHS and Faulk MS X Action Information Discussion

BACKGROUND:

Teachers, administration, counselors and instructional aides have provided on-line instructional, academic and social support throughout the time BISD has been closed due to the COVID-19 pandemic. The staff at Porter ECHS and Faulk MS have been using their internet service to conduct classes with students and counselor meetings with students and parents to communicate and provide assistance. BISD through the Region One Project RISE grant is recommending approval to pay the staff that supported the students at Porter ECHS and Faulk MS \$250 for May/June 2020. In addition, Porter and Faulk staff and administration will be required per grant requirements to complete multiple days of virtual professional development in June and July, 2020. Project RISE is recommending an additional \$200 for Porter and Faulk staff for use of their internet service to complete the required training, as well as other professional development that the staff wishes to complete.

FISCAL IMPLICATIONS:


There is no cost to the district.

RECOMMENDATION:

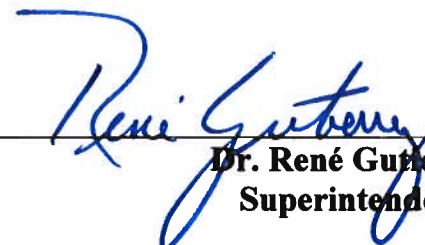
Recommend approval for the staff and administration to receive \$450.00 for April to July, 2020 for providing on-line learning to students during COVID-19 pandemic and to allow staff and administration to complete their required training in June and July, 2020.

Dr. Greg Garcia 
Submitted by: Principal/Program Adm.

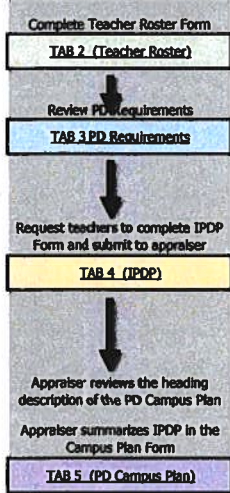
Dr. Dora Saucedo 
Recommended by: Asst. Supt./CFO

Dr. Anysia Trevino 
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:


Dr. René Gutiérrez
Superintendent

Process Flow of PDCP Protocol



PROFESSIONAL DEVELOPMENT CAMPUS PLANS (PDCP) PROTOCOL

REQUIRED STEPS	IMPLEMENTATION DETAILS	RECOMMENDED TIMELINE
Principal meets with ALL campus appraisers	<ul style="list-style-type: none"> Principal includes the teacher roster with 20-21 assignments in the Professional Development Campus Plan using the template provided. All appraisers review the professional development campus plan protocol (i.e. Professional Development Campus Plan template, Individual Professional Development Plan (IPDP), and the Project RISE Professional Development Calendar) Appraiser reviews the Professional Development topics and windows for completion as required by Project RISE 	Covid-19 Timelines May 12-29, 2020
Campus appraisers (i.e. Principals/ Assistant Principals, Deans of Instruction/Facilitators) notify/inform teachers of IPDP	<ul style="list-style-type: none"> Appraiser notifies/informs teachers of the PD requirements for Summer 2020 and the 20-21 school year Appraiser reviews the Individual Professional Development Plan (IPDP) with their teachers and sets due dates for submission 	
Teachers complete the Individual Professional Development Plan and submit to appraiser	<ul style="list-style-type: none"> Teacher reviews the 20-21 Project RISE PD calendar and all upcoming Region One/district PD opportunities. The teacher completes the IPDP, identifies the dates and times they will commit to attend the Project RISE required trainings on SLOs, 5 Focus Areas, and PLCs Teacher registers for all Project RISE trainings. Teacher self-assesses, analyzes data, and identifies 2 focus areas for professional growth Teacher includes focus areas rationale. Teacher signs and submits their IPDP to the appraiser within the given window. <p><i>Note: All non-Project RISE trainings that require a registration fee, must be pre-approved by the administrator. The Grant Manager will then follow the PD request protocols prior to registration.</i></p>	
Appraisers submit final Teacher PD plan	<ul style="list-style-type: none"> Appraiser gathers all IPDPs, reviews documents to ensure teachers have completed it correctly, and verifies teacher signatures. Appraiser completes the Professional Development Campus Plan using the template provided. The plan includes checkpoints to ensure that teachers are on track. Appraiser submits completed Professional Development Campus Plan and copies of all IPDPs are provided to the respective Project RISE Specialists for review and feedback. 	Covid-19 Timelines June 1-12, 2020

TAB 5 PD Campus Plan Detail of Information Requested

SLO PD Registration - Summer 2020	Project RISE has identified 3 areas of focus for ALL teachers that address high leverage needs across the region and align to current state initiatives. Select One of the 5 Options
5 Focus Areas PD Registration - Summer 2020	Project RISE has identified 3 areas of focus for ALL teachers that address high leverage needs across the region and align to current state initiatives. Select One of the 6 Options
PLC PD Registration - Summer 2020 to December 2020	Project RISE has identified 3 areas of focus for ALL teachers that address high leverage needs across the region and align to current state initiatives. Select One of the 7 Options
Progress Monitoring Checkpoint Date	Appraiser identifies/enters dates to check-in on teacher's progress.
Completion Date of all 3 Summer 2020 Required PD	Appraiser enters completion dates once the teacher has attended each required session.
Focus Area #1 Aligned to area of growth-based data analysis Summer 2020 - February 2021	Focus Area #1 Aligned to area of growth-based data analysis Teacher identifies the session(s) & registers or the sessions they will attend. Appraiser enters session title & workshop number .
PD Session (Title, Date, Workshop #) aligned to Focus Area #1	Teacher identifies the session(s) & registers or the sessions they will attend. Appraiser enters session title & workshop number
Focus Area #2 Aligned to teacher's personal professional goal - Summer 2020 to February 2021	Focus Area #2 Aligned to area of personal professional growth Teacher identifies the session(s) & registers or the sessions they will attend. Appraiser enters session title & workshop number .
PD Session (Title, Date, Workshop #) aligned to Focus Area #2	Teacher identifies the session(s) & registers or the sessions they will attend. Appraiser enters session title & workshop number
Progress Monitoring Checkpoint Date #1	Appraiser identifies/enters dates to check-in on teacher's progress.
Progress Monitoring Checkpoint Date #2	Appraiser identifies/enters dates to check-in on teacher's progress.
Completion Date of PD Sessions Aligned to Teacher Target	Appraiser enters completion dates once the teacher has attended the 2 sessions.

INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN (IPDP)

Campus
Teacher's Name
2020-2021 Assignment
Appraiser

Purpose of IPDP

The purpose of the Professional Development Plan is to support ALL teachers' growth to build capacity, deepen content knowledge, and promote reflective teaching practices.

Project RISE Required Professional Development
Select a Workshop Option

PD aligned to Educator Effectiveness

Student Learning Objectives

Five Focus Areas

Professional Learning Communities

Campus Required Professional Development

Focus Area #1 Aligned to area of growth-based data analysis Summer 2020 - February 2021
PD Session (Title, Date, Workshop #) aligned to Focus Area #1

Focus Area #2 Aligned to teacher's personal professional goal Summer 2020 - February 2021

PD Session (Title, Date, Workshop #) aligned to Focus Area #2

TBD

Rationale of Focus Area #1 - Aligned to area of growth-based data analysis

Rationale of Focus Area #2 - Aligned to teacher's personal professional goal.

My signature below indicates that I understand the purpose of the Individual Professional Development Plan and that I commit to its contents.

X

Teacher's Signature

Date

To electronically sign the IPDP .xlsx form:

1. Right click over the signature image at the bottom of the document
2. Select 'Sign'
3. Type in your name or if you have ink features, sign your name in the space provided
4. Select 'Sign'
5. Select 'Yes'
6. Close document
7. Email document to the appraiser

Note: once it has been signed, any changes in the document invalidates the document

PROJECT RISE 2020-2021 PROFESSIONAL DEVELOPMENT

TEACHER LEADERS (Attendance Required)

CAMPUS ADMINISTRATORS (Attendance Required)

ALL TEACHERS (Attendance Required)

Date/ Workshop #	Time	Location	Title & Description	Audience	Attendance
5/23/2020 WS# 142996	8:30 am-12:00 pm	Virtual	Teacher Leaders End-of-Year Session Teacher Leaders will reflect on successes and share struggles as instructional leader of their campuses. They will also engage in reflective activities and share successful practices for coaching, feedback, and the SLO process	<ul style="list-style-type: none"> • Instructional Coaches • Master Teachers • Mentor Teacher Max Capacity-120	Required
6/3/20- 6/4/20 WS# 148814 (Option 1)	Day 1- 1:00-4:30 Day 2- 1:00-4:30	Virtual	Student Learning Objectives 2-Day Workshop Day 1: Theory behind SLOs: Growth Mindset Reflection, Foundational Skills Vs Student Expectations, Student Achievement VS Student Growth Day 2: Data Analysis: Using Historical Data, SMART Goals Alignment, Creating Your SLO / SLO Rationale, Pre- And -Post Assessment, Non-Negotiables	All Project RISE Teachers Max Capacity:150	Required <i>(Teachers are required to attend one of the 5 options.)</i>
6/10/20- 6/11/20 WS# 141958 (Option 2)	Day 1- 8:30 -12:00 Day 2- 1:00-4:30				
6/17/20- 6/18/20 WS#148819 (Option 3)	Day 1- 1:00-4:30 Day 2- 1:00-4:30				
6/22/20- 6/23/20 WS# 148821 (Option 4)	Day 1- 1:00-4:30 Day 2- 1:00-4:30				
6/24/20- 6/25/20 WS#148824 (Option 5)	Day 1- 8:30 -12:00 Day 2- 1:00-4:30				
6/3/2020 WS# 148846 (Option 1)	8:30 – 12:00				
6/8/2020 WS# 148849 (Option 2)	1:00-4:30				
6/10/2020 WS# 141961 (Option 3)	1:00-4:30				
6/16/2020 WS# 148850 (Option 4)	1:00-4:30				
6/17/2020 WS# 148852 (Option 5)	8:30 – 12:00				
6/24/2020 WS#148853 (Option 6)	1:00-4:30				

PROJECT RISE 2020-2021 PROFESSIONAL DEVELOPMENT

TEACHER LEADERS (Attendance Required)



CAMPUS ADMINISTRATORS (Attendance Required)

ALL TEACHERS (Attendance Required)

Date/Workshop		Time	Location	Description	Audience	Attendance
6/4/2020 WS# 148857 (Option 1)	8:30-12:00	Virtual		Professional Learning Communities Accelerating teacher effectiveness and student growth through professional learning communities. Diving into the 4 Essential Questions: 1. What do we want our students to know and be able to do? 2. How will we know if each student has learned it? 3. How will we respond when some students do not learn it? 4. How will we extend the learning for students who have demonstrated proficiency?	All Project RISE Teachers Max Capacity: 50	Required <i>(Teachers are required to attend one of the 7 options.)</i>
6/9/2020 WS# 148859 (Option 2)	8:30-12:00					
6/11/2020 WS# 141960 (Option 3)	8:30-12:00					
6/16/2020 WS# 148862 (Option 4)	8:30-12:00					
6/18/2020 WS# 148863 (Option 5)	8:30-12:00					
6/23/2020 WS# 148864 (Option 6)	8:30-12:00					
6/25/2020 WS# 148866 (Option 7)	8:30-12:00					
7/20-21/2020 WS# 142433 (Option 1)	8:30-12:00 <i>(Times may change pending COVID 19 restrictions)</i>	Virtual		Instructional Leaders Summer Institute Day 1: Competencies Day 2: Coaching Process & Feedback Protocol/5-Focus Areas	Master Teachers Only Max Capacity: 100	Required
7/22-23/2020 WS# 142436 (Option 2)						
7/20-22/2020 WS# 142433 WS# 142440	8:30-12:00 <i>(Times may change pending COVID 19 restrictions)</i>	Virtual		Instructional Leaders Summer Institute Day 1: Competencies Day 2: Coaching Process & Feedback Protocol/5-Focus Areas Day 3: Mentoring/Coaching/Collaboration	Instructional Coaches Only Max Capacity: 100	Required
7/20-21/2020 WS# 142438 (Option 1)	1:00-4:30 <i>(Times may change pending COVID 19 restrictions)</i>	Virtual		Mentor Summer Institute Day 1: Mentoring/Coaching/Collaboration Day 2: Competencies/Developing Coaching Skills/5-Focus Areas	Mentor Teachers Only Max Capacity: 100	Required
7/22-23/2020 WS# 142440 (Option 2)						

PROJECT RISE 2020-2021 PROFESSIONAL DEVELOPMENT

■ **TEACHER LEADERS (Attendance Required)**
■ **CAMPUS ADMINISTRATORS (Attendance Required)**
■ **ALL TEACHERS (Attendance Required)**

Date/Workshop #	Time	Location	Description	Audience	Attendance
7/27-28/2020 WS# 142442 (Option 1)	8:30-1:00 <i>(Times may change pending COVID 19 restrictions)</i>	Virtual	Lead Team SLO Workshop Day 1: Theory behind SLOs: Growth Mindset Reflection, Foundational Skills Vs Student Expectations, Student Achievement VS Student Growth Day 2: Data Analysis: Using Historical Data, SMART Goals Alignment, Creating Your SLO / SLO Rationale, Pre- And -Post Assessment, Non-Negotiables	Campus Teams <ul style="list-style-type: none"> • Principals • APs • Deans • Instructional Coaches • Master Max Capacity: 150	Required
7/29-30/2020 WS# 142443 (Option 2)	1:00-4:30 <i>(Times may change pending COVID 19 restrictions)</i>				

Fw: Project RISE Additional PRAC Approved Stipends

Dr. Greg Garcia <greggarcia@bisd.us>

Mon 5/4/2020 8:47 AM

To: Eduardo Arroyo <earroyo@bisd.us>

Cc: Maricela Franco <mfranco@bisd.us>

 1 attachments (304 KB)

Principal Updates_Activities_nlink.pdf;

Good morning Eddie,

We received a schedule from Region 1 Project RISE with two components:

- a) \$450 stipend to be paid in two installments to eligible teachers at Porter and Faulk (\$250 in June and \$200 in Aug.)
- b) \$450 stipend to be paid to Principals, APs and Deans in July if the submitted Individualized Professional Development plan for each educator at the campus MEETS the requirements described in the protocol and template.

Which Form or forms need to be filled out and submitted, especially to meet the June 25th payment of \$250 to eligible teachers?

Dr. Greg Garcia, Grants Department

Mail: Brownsville ISD Grants Department, 1900 Price Road, Brownsville, TX 78521

Location: West Eagle Drive, Portable #2

Phone 956-698-1687 and Fax 956-548-8229

B I S D is the BEST CHOICE! & B I S D is Going GREEN !**From:** Socorro Espinoza <sespinoza@esc1.net>**Sent:** Monday, May 4, 2020 8:23 AM

To: Adrian Montemayor <amontemayor@spisd.org>; Ana Canales <acanales@jhcsdpk12.org>; Antonio Sanchez <a.salazar@lajoyaisd.net>; Benita E. Villarreal <bebecerra@bisd.us>; Carlos Verduzco <carlos.verduzco@laferiaisd.org>; Doralee Rivera-Munoz <doraleemunoz@smisd.net>; Edith Zuniga <ezuniga@progresoedu.net>; Efrain Amaya <efrain.amaya@mcallensd.net>; G.Garza <gdgarza@jhcsdpk12.org>; gabymonreal@smisd.net <gabymonreal@smisd.net>; gabriela.rodriguez@hmeps.net <gabriela.rodriguez@hmeps.net>; H.Juarez <h.juarez@lajoyaisd.net>; Han Schuller <hans.schuller@triumphpublicschools.org>; Irasema Reyes <ireyes@donnaisd.net>; JAIME ALVAREZ <jaalvarez@donnaisd.net>; jayviera@smisd.net <jayviera@smisd.net>; Jesse Rodriguez <J.rodriguez@sanisidroisd.org>; Fernandez, Jo Anne <jfernandez@sbcisd.net>; JoAnn Valderas <javalderas@jhcsdpk12.org>; Juan.Garza@misdtx.net <juan.garza@misdtx.net>; Ikillbourn@spisd.org <ikillbourn@spisd.org>; Leonor Hernandez <lhernandez@jhcsdpk12.org>; Linda Laura Lopez <l.lopez@lajoyaisd.net>; Lisa Rios <lrios@jhcsdpk12.org>; Mario Troncoso <m.troncoso@lajoyaisd.net>; marisa.garza@sanisidroisd.org <marisa.garza@sanisidroisd.org>; marivelgarcia@progresoedu.net <marivelgarcia@progresoedu.net>; Maria E. Solis <maesolis@bisd.us>; Melinda Flores <m.flores25@lajoyaisd.net>; Mischellene Pemelton <mischellene.pemelton@sapisc.org>; Nancy Ramirez <nancy.ramirez@sapisc.org>; Nora Martes <nora.martes@donnaisd.net>; Odie Arambula <odie.arambula@sapisc.org>; Olga Trevino <olga.trevino@sapisc.org>; Ricardo Estrada <r.estrada3@lajoyaisd.net>; ROSALINDA NAVARRO <rnavarro@donnaisd.net>; serena.garcia <serena.garcia@triumphpublicschools.org>; Thomas Ocana <t.ocana@lajoyaisd.net>; William Bardwell <wbardwell@lasaraisd.net>; Yvonne Ayala <y.flores@lajoyaisd.net>

Cc: Amanda Najar <amandan@hmeps.net>; Angela Gonzalez <agonzalez@hmeps.net>; Bettinae Schumann <bschumann@jhcsdpk12.org>; Cynthia D. Ramos <cramos@lasaraisd.net>; Deborah Rodriguez <ddrodriguez@spisd.org>; Delia Garcia <dv.garcia@misdtx.net>; Enrique Cuellar <enriquecuellar@smisd.net>; Dr. Greg Garcia <greggarcia@bisd.us>; Iris Luna <iris.luna@mcallensd.net>; Leonel Olivarez <leo.olivarez@sanisidroisd.org>; Marco A. Alaniz <maalaniz@bisd.us>; Myriam Rios <myriam.rios@sapisc.org>; Ramon Mendoza <ramon.mendoza@laferiaisd.org>; Robert Cortina <r.cortina@lajoyaisd.net>; Rocio Maldonado <Rocio.Maldonado@sapisc.org>; Salvador Acosta <s.acosta@progresoedu.net>; Sandra Martinez <scmartinez@donnaisd.net>; Vicky Perez <vnnperez@sbcisd.net>; A. Ibarra <aibarra@jhcsdpk12.org>; Alicia Dominguez <adominguez@bisd.us>; Ana Smith <ana.smith@hmeps.net>; Dr. Orfa Rodriguez <orblanco@bisd.us>; Careli A. Garza <cagarza@bisd.us>; C. Gonzalez <c.gonzalez6@lajoyaisd.net>; Celeste Lopez <c.lopez2@lajoyaisd.net>; D. Lazos <d.lazos@lajoyaisd.net>; Dulce castillo-Cruz <DMCASTILLO-CRUZ@donnaisd.net>; E. Chapa <e.chapa@lajoyaisd.net>; E. Garcia <e.garcia9@lajoyaisd.net>; Emiliano Camarillo <ecamarillo@bisd.us>; Elamar Lopez <E.LOPEZ2@LAJOYAISD.NET>; Elizabeth Perez <elizabeth.perez@misdtx.net>; Elsa Haman <EHaman@sbcisd.net>; Erika G. Medina <egmedina@bisd.us>; Ernesto Perez <eperez@jhcsdpk12.org>; Esnel Cantu <E.CANTU@LAJOYAISD.NET>; Frank Saucedo <fsauceda@bisd.us>; Glenn Varlack <Glenn.Varlack@mcallensd.net>; Guadalupe Villarreal <G.VILLARREAL4@LAJOYAISD.NET>; I. Flores <l.flores3@lajoyaisd.net>; J. Cavazos <jocavazos@donnaisd.net>; J. Flores <j.flores5@lajoyaisd.net>; Jesus Galarza <jgalarza@bisd.us>; Julian Morales <jmorales@bisd.us>; Jaime Villarreal <jaivillarreal@bisd.us>; Jose Pena <J.PENA4@LAJOYAISD.NET>; L. Bocanegra <l.bocanegra2@lajoyaisd.net>; L. Garcia

<l.garcia7@lajoyaisd.net>; L. Perez <l.perez@lajoyaisd.net>; Leonel Pena <L.PENA2@LAJOYAISD.NET>; l.torrez@lajoyaisd.net <l.torrez@lajoyaisd.net>; Mark J. Kaul <mjkaull@bisd.us>; M. Rodriguez <m.rodriguez@lajoyaisd.net>; Maria castellano <M.CASTELLANO@LAJOYAISD.NET>; Maria Perez <l.PEREZ2@LAJOYAISD.NET>; Melissa Lara <Melissa.Lara2@mcallenisd.net>; Michelle L. Saucedo <mlsaudedo@bisd.us>; Myrta A. Castillo <macastillo@bisd.us>; R. Garces <r.garces2@lajoyaisd.net>; R. Gonzalez <r.gonzalez@lajoyaisd.net>; Rodrigo A. Lopez <rodalopez@bisd.us>; R. Sepulveda <r.sepulveda@lajoyaisd.net>; Robert Euvino <REuvino@sbcisd.net>; Ruben Garza <R.GARZA11@LAJOYAISD.NET>; S. Padilla <spadilla@donnaisd.net>; Sandra Hinojosa <sandrahinojosa@progresoedu.net>; Servando Ramirez <S.RAMIREZ@LAJOYAISD.NET>

Subject: Project RISE Additional PRAC Approved Stipends

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Project RISE Partners,

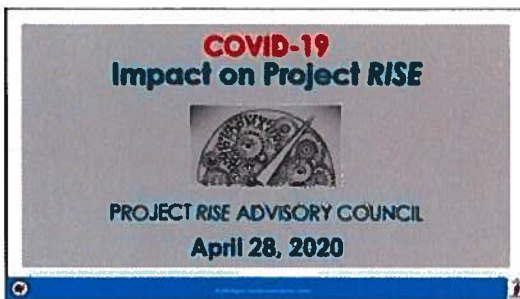
We commend you for the extraordinary work you are doing by continuing to provide the best support possible to teachers, students, parents, and community during these challenging times.

The Project RISE Advisory Council (PRACT) convened earlier this week to review the impact of COVID 19 on the project activities as well as areas of need for reinforcement to ensure fidelity of implementation of all activities included in the Project RISE Human Capital Management System.

The following are the additional incentives approved by PRAC based on the review and assessment of the current challenges faced by educators.

Educator	Stipend	Rationale	Stipend to be Paid
All educators currently eligible for PBC	\$450.00	To compensate for the use of personal internet and phone due to remote work expectations	The first installment of \$250.00 to be paid in June The second installment of \$200.00 to be paid in August
Principals, Assistant Principals, and Deans	\$450.00	Principals will be required to complete an individualized Professional Development plan for each educator (protocol and template will be sent to campus administrators)	The stipend will be paid in full in July if the plan meets the requirements described in the protocol and template.

The following link provides you with is a narrative of a presentation you may use to disseminate information to your staff.



A summary of the crucial end of the year activities discussed in the Principal meeting is also included as an attachment. A few clarifications based on questions posed by several school administrators are below:

- Each educator should have at least 1 formative evaluation that will inform and serve as calibration for the appraiser assigned to complete the summative evaluation. Thus, in TEEMS each educator will have 1 formative evaluation and 1 summative completed by an appraiser.
- The formative evaluation should be completed by the Master Teacher and serves as a calibration tool for the appraiser. If there is no evaluation by the Master Teacher, Principals will have to submit in writing the rationale for the missing evaluation.
- There is no limit to the number of evaluations you may enter in TEEMS, the more the better. However, due to COVID 19, each educator should have a total of 2 as described in the previous points.

We thank you for your continuous support and partnership.

Respectfully,

Socorro M. Espinoza, Ed.D.
Educator Effectiveness and Performance Director
Curriculum, Instruction & Assessment Office
Region One Education Service Center
1900 W. Schunior
Edinburg, Texas 78541
(956) 984-6208



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: <u>Waiver to use an alternate</u>	<u>X</u>	Action
<u>Kindergarten Reading Instrument</u>	<u> </u>	Information
<u>due to COVID-19</u>	<u> </u>	Discussion

BACKGROUND:

TEC, §28.006(c-2) requires the commissioner to adopt a multidimensional assessment tool that includes a reading instrument and tests at least three developmental skills, including literacy for use in diagnosing the reading development and comprehension of kindergarten students. LEAs are required to use the TX-KEA reading diagnostic instrument for the beginning-of-year screener, starting in the 2020-2021 school year. Because of disruptions to the 2019-2020 school year and possible disruptions to the 2020-2021 school year resulting from COVID-19, districts may request a waiver in order to continue to use the instrument they used in the 2019-2020 school year approved by the board of trustees in order to best meet student needs in the 2020-2021 school year only. This waiver will allow our district to continue the use of the Texas Primary Reading Inventory (TPRI)/Tejas Lee screener for Kinder students in the 2020 – 2021 school year and meet TEC, §28.006(c-2) requirements.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:


Recommend approval to submit the Waiver application to request the use of TPRI/Tejas Lee as the alternate Kindergarten Reading Instrument due to COVID-19 to the Texas Education Agency for the 2020-2021 school year.



Approved for Submission to Board of Education:

Submitted by: **Dolores C. Emerson**
Curriculum, Instruction & Accountability


Recommended by: **Dr. Dora E. Saucedo**
Asst. Superintendent, Curriculum & Instruction


Approved by: **Dr. Anysia R. Treviño**
Deputy Superintendent, Curriculum & Instruction


Dr. René Gutiérrez, Superintendent

Kindergarten

TEC, §28.006(b) requires the commissioner to adopt a multidimensional assessment tool that includes a reading instrument and tests at least three developmental skills, including literacy, for use in diagnosing the reading development and comprehension of kindergarten students.

The commissioner has adopted TX-KEA (CLI).

TEC, §28.006(b-1) permits the commissioner to approve an alternative reading instrument for use in diagnosing the reading development and comprehension of kindergarten students.

The commissioner has approved mCLASS Texas Edition (Amplify) as the alternative reading instrument.

Information regarding training opportunities for these instruments will be made available soon.

LEAs are required to use one of these two reading diagnostic instruments for the beginning-of-year screener, starting in the 2020-2021 school year. However, because of disruptions to the 2019-2020 school year and possible disruptions to the 2020-2021 school year resulting from COVID-19, districts may request a waiver in order to continue to use the instrument they used in the 2019-2020 school year or another instrument approved by a local district board of trustees in order to best meet student needs in the 2020-2021 school year only.

A waiver of the requirement to use one of the two specified instruments will only be approved for one year and will not be waived in the 2021-2022 school year and beyond.

Even with potential disruptions screening to monitor reading development and comprehension of students is critical in supporting their growth and academic success.

For more detailed information about the two approved kindergarten instruments please visit <https://tea.texas.gov/academics/early-childhood-education/early-childhood-data-collection-requirements>

New
6/4/2020

Grades 1 and 2

TEC, §28.006(b-1) requires each school district to administer, at the first and second grade levels, a reading instrument on the list adopted by the commissioner or by a district-level committee.

Free options that are available for the 2020-2021 school year include:

- mCLASS Texas Edition (Amplify)
- Fastbridge earlyReading (Illuminate Education)
- CBMreading (Illuminate Education)
- TPRI/Tejas Lee

Grade 7

TEC, §28.006(c-1) requires each school district to administer at the beginning of the seventh grade a reading instrument adopted by the commissioner to each student whose performance on the grade 6 STAAR reading assessment did not demonstrate reading proficiency.

The commissioner has adopted the following:

- Istation's Indicators of Progress, Advanced Reading (ISIP-AR)
- Reading Analysis and Prescription System (RAPS 360)
- Texas Middle School Fluency Assessment (TMFSA)
- Woodcock Johnson III Diagnostic Reading Battery (WJ III DRB)

LEAs are required to use one of these reading diagnostic instruments. However, because of disruptions to the 2019-2020 school year and possible disruptions to the 2020-2021 school year resulting from COVID-19, districts may request a waiver in order to use another instrument approved by a local district board of trustees in order to best meet student needs in the 2020-2021 school year only.

A waiver of the requirement to use an adopted instrument will only be approved for one year and will not be waived in the 2021-2022 school year and beyond.

Dyslexia Screening Posted May 28, 2020

School districts must meet the requirements of TEC §28.006 (required reading instruments) and §38.003 (screening for dyslexia), both of which deal, at least in part, with early screening for dyslexia. Note: the screening requirements have been conditionally waived for kindergartners during the 2019-20 school year (as further described in the *Special Education FAQ* on TEA's [COVID-19 Support: Special Education](#) web page).

The criteria in the Dyslexia Handbook for kindergarten and grade 1 screening instruments are designed to meet the requirements of both laws. *Should a district wish to use a single instrument to meet the requirements of both TEC §28.006 and §38.003, the district may, but is not required to do so.*

Districts must select dyslexia screening instrument(s) that measure the skills identified in the [Dyslexia Handbook–2018 Update](#) (Figure 2.2, page 12).

There is not a specific list of screening instruments a district must select from to use when screening students for dyslexia.

Q Are LEAs still required to screen kindergarten students for Dyslexia for the 2019-2020 school year?

Please refer to the *COVID19 Special Education Q&A* on TEA's [COVID-19 Support: Special Education](#) web page.

Q How will LEAs code kindergarten and first grade dyslexia screening results in TSDS/ PEIMS for the 2019-2020 school year?

Please refer to the *COVID19 Special Education Q&A* on TEA's [COVID-19 Support: Special Education](#) web page.

Waiver Guidance

A district may choose one of the following three options:

- (A) Request a waiver to use an alternate district-selected kindergarten reading instrument and an alternate district-selected seventh grade reading instrument
- (B) Request a waiver to use an alternate district-selected kindergarten reading instrument only
- (C) Request a waiver to use an alternate district-selected seventh grade reading instrument only

Follow the instructions below to complete a reading diagnostic instrument waiver request:

1. Please visit TEA's State Waivers webpage to access general information about the waiver process: <https://tea.texas.gov/texas-schools/waivers/state-waivers>
2. Please also review Waiver Process FAQ for information on how to access TEAL for the purposes of submitting a waiver request: <https://tea.texas.gov/sites/default/files/Waiver%20Process%20FAQ.pdf>
3. Once in the TEAL waiver application, under the "Create New Waiver" tab, select the waiver type "Other Waiver" to create and submit a request for waiver to use an **alternate kindergarten or 7th grade reading instrument due to circumstances related to COVID-19**.
4. Please complete the LEA contact information, including filling in the date the board approved the waiver request.
5. For the section titled "Waiver Description" please use this language:
 - A. **"Waiver to use alternate K and 7th grade reading instruments due to COVID-19"** if requesting a waiver of both requirements
 - B. **"Waiver to use alternate kindergarten reading instrument due to COVID-19"** if requesting a waiver of the kindergarten requirement only
 - C. **"Waiver to use alternate 7th grade reading instrument due to COVID-19"** if requesting a waiver of the seventh-grade requirement only
6. For "General Questions #1," please use this language:
 - A. **"Waiver to use alternate K and 7th grade reading instruments due to COVID-19"** to request a waiver of both requirements
 - B. **"Waiver to use alternate kindergarten reading instrument due to COVID-19"** to request a waiver of the kindergarten requirement only
 - C. **"Waiver to use alternate 7th grade reading instrument due to COVID-19"** to request a waiver of the seventh-grade requirement only
7. For "General Questions #2," please enter **N/A**
8. For "General Question #3," please use this language:
 - A. **"TEC 28.006(c-1) and 28.006(c-2)"** if requesting a waiver of both requirements
 - B. **"TEC 28.006(c-2)"** if requesting a waiver of kindergarten requirement only
 - C. **"TEC 28.006(c-1)"** if requesting a waiver of seventh-grade requirement only
9. For "General Question #4," please enter **N/A**
10. For "General Question #5," please enter **N/A**
11. For "General Question #6," please enter **N/A**
12. For "Requested Years," please select only **"2020-2021"**

13. For "LEA Attachments," please include the board agenda from meeting in which the waiver application request was approved.
14. Please submit your completed waiver. For a *District Editor*, at the end of the waiver application you will find a **Complete & Route** button. This will route the application to your Superintendent for review and approval. For a *District Superintendent*, at the end of the waiver application you will find a **Review and Submit** button. This will take you to a review and submit details page. If the application is complete and ready for submission, select the **Submit to TEA** button.



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: Waiver request for required early notice of students at-risk of failure due to COVID-19 X Action Information Discussion

BACKGROUND:

As announced in March 2020 by the Texas Education Agency, all State of Texas Assessments of Academic Readiness (STAAR®) administrations scheduled for April, May, and June 2020 have been cancelled. Student Success Initiative (SSI) promotion/retention requirements found in the Texas Education Code (TEC), §28.0211 have been waived for the 2019–2020 school year. However, Texas school districts are required to provide early notice to parents or guardians of students in grades 4 and 7 identified to be at risk of failure on the first administration of an assessment required for grade advancement in the next school year. Under Texas Administrative Code (TAC) §101.2009, the superintendent must establish the instruments and procedures to be used to determine which students are at-risk. Given that the STAAR administrations have been cancelled, the at-risk determination will need to be made through means that do not involve state testing results from the current year. The current rule requires this notice to be issued before the end of a school year. If a district is not able or does not have sufficient information to make a determination about a student’s risk of failure at this time, the school district should request a waiver to delay the notice requirement from the Commissioner until the start of the 2020-2021 school year.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Recommend approval to submit a Waiver application of required early notice of students in 4th and 7th grade at risk of failure in the next grade as the STAAR exams were canceled due to COVID-19 to the Texas Education Agency for the 2019 -2020 school year.



Submitted by: **Dolores C. Emerson**
Curriculum, Instruction & Accountability



Recommended by: **Dr. Dora E. Saucedo**
Asst. Superintendent, Curriculum & Instruction



Approved by: **Dr. Anysia R. Treviño**
Deputy Superintendent, Curriculum & Instruction

Approved for Submission to Board of Education:


Dr. René Gutiérrez, Superintendent



Parent Notice Requirements for Students at Risk of Failure

(512) 463-9000

disasterinfo@tea.texas.gov

tea.texas.gov/coronavirus

As announced in March, all State of Texas Assessments of Academic Readiness (STAAR®) administrations scheduled for April, May, and June 2020 are cancelled. Student Success Initiative (SSI) promotion/retention requirements found in the Texas Education Code (TEC), §28.0211 are waived for the 2019–2020 school year. However, Texas school districts and open-enrollment charter schools are still required to provide early notice to parents or guardians of students in grades 4 and 7 identified to be at risk of failure on the first administration of an assessment required for grade advancement in the next school year.

Under Texas Administrative Code (TAC) [§101.2009](#), the superintendent must establish the instruments and procedures to be used to determine which students are at-risk. Given that the STAAR administrations for April, May, and June 2020 are cancelled, the at-risk determination will need to be made through means that do not involve state testing results from the current year. The current rule requires this notice to be issued before the end of a school year. If a district or charter school is not able to or does not have sufficient information to make a determination about a student's risk of failure at this time, the school district or charter should request a waiver to delay the notice requirement from the Commissioner until the start of the 20-21 school year.

Follow the instructions below to complete a waiver request:

1. Please visit TEA's webpage on State Waivers to access general information about the waiver process: <https://tea.texas.gov/texas-schools/waivers/state-waivers>.
2. Please also review Waiver Process FAQ for information on how to access TEAL for the purposes of submitting a waiver request: <https://tea.texas.gov/sites/default/files/Waiver%20Process%20FAQ.pdf>.
3. Once in the TEAL waiver application, under the "Create New Waiver" tab, select the waiver type "Other Waiver" to create and submit a waiver request for the required early notice of students at risk of failure (COVID-19 disruptions).
4. Please complete the LEA contact information, including filling in the date the board approved the waiver request.
5. For the section titled "Waiver Description," please use this language: "Waiver of required early notice of students at risk of failure (COVID-19)."
6. For "General Questions #1," please use this language: "Waiver of required early notice of students at risk of failure (COVID-19 disruptions)."
7. For "General Questions #2," please enter N/A.
8. For "General Question #3," please use this language: "TEC 28.0211(d)(3) and TAC 101.2009(b)."
9. For "General Question #4," please enter N/A.
10. For "General Question #5," please enter N/A.
11. For "General Question #6," please enter N/A.
12. For "Requested Years," please select only "2019-2020."

[<<Prev Rule](#)

[Next Rule>>](#)

Texas Administrative Code

TITLE 19

EDUCATION

PART 2

TEXAS EDUCATION AGENCY

CHAPTER 101

ASSESSMENT

SUBCHAPTER BB

COMMISSIONER'S RULES CONCERNING GRADE ADVANCEMENT AND ACCELERATED INSTRUCTION

RULE §101.2009

Notice to Parents or Guardians

- (a) The superintendent of each school district or chief administrative officer of each charter school shall notify parents or guardians of the grade advancement requirements at the beginning of the school year.
- (b) The district shall provide early notice to parents or guardians of students identified in a preceding grade to be at risk of failure on the first administration of the assessment required for grade advancement the next year. The superintendent must establish the instruments/procedures to be used to make this determination. This notice shall include accelerated instruction participation requirements as stipulated by §101.2006 of this title (relating to Accelerated Instruction) and be provided before the end of the school year preceding the grade advancement requirements.
- (c) The district shall establish procedures to notify the parent or guardian of a student who has failed to demonstrate proficiency on the first administration of a grade advancement assessment. This notification should be made within five working days of district receipt of student assessment results from this administration. This notice shall include the student's assessment results, a description of the grade advancement policy, the required accelerated instruction to which the student has been assigned under §101.2006 of this title, and the possibility that the student might be retained at the same grade level for the next school year. In addition, the notice shall encourage parents or guardians to meet immediately with the student's teacher to outline mutual responsibilities to support the student during accelerated instruction.
- (d) Whenever the district is required to notify a parent or guardian about the requirements related to promotion and accelerated instruction under §101.2006 of this title for students at risk of retention, including the notification requirements for the Grade Placement Committee under §101.2007 of this title (relating to Role of Grade Placement Committee), the district shall make a good faith effort to ensure that the notice is provided either in person or by regular mail, is clear and easy to understand, and is written in English or in the parent's or guardian's native language.

Source Note: The provisions of this §101.2009 adopted to be effective May 26, 2002, 27 TexReg 4337; amended to be effective April 19, 2010, 35 TexReg 3030; amended to be effective February 26, 2014, 39 TexReg 1149

List of Titles

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Brownsville Independent School District

Agenda Category: Conference Presentation Board of Education Meeting: 06/16/2020

Item Title:	<u>Student Recognition</u>	<u></u>	Action
	<u>Marco Martinez</u>	<u>X</u>	Information
	<u></u>	<u></u>	Discussion

BACKGROUND:

Recognition of Marco Martinez, Senior Hanna Early College High School for being selected to the Texas 6A Top 100, ranking 17th in strikeouts.

Approved for Submission to Board of Education:

Submitted by: Superintendent

Recommended by: Asst. Supt./CFO

Approved by: Deputy Superintendent

Dr. René Gutiérrez
Superintendent

CERTIFICATE OF EXCELLENCE



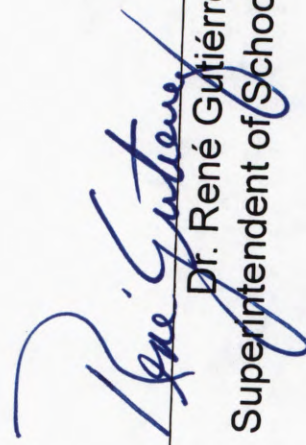
This certificate is proudly presented to

Marco Martinez

Senior, Hanna Early College High School

for being selected to the Texas 6A Top 100,
ranking 17th in strikeouts.

June 16, 2020


Dr. René Gutiérrez
Superintendent of Schools

Patricia Perez

From: Minerva Pena <pena4bisd@yahoo.com>
Sent: Monday, May 18, 2020 1:34 PM
To: Dr. Rene Gutierrez
Cc: Patricia Perez
Subject: Students recognition request

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Received the info below from one of our BISD parents.

Would like to please have him recognized at our next Special Called Board Meeting on May 26th.

This Your Man is an exemplary student who represents our BISD very well.

Baseball season was cut short due to this current pandemic and I believe a same gesture to recognizing at our board meeting would be a wonderful thing to do for this young man.

Please advise if we can please recognize 2020 Hanna Senior Marco Martinez at our next Board Meeting.

Respectfully

Minerva Pena
956-345-5564

“Good evening,

My son is Marco Martinez and he is a class of 2020 senior. He was an OSHA member and a four year varsity baseball player. A few days ago his coach advised him that although it was a short season he made it to the Texas 6A top 100 and was ranked 17 in strikeouts with 28. I know it's been rough for all of us facing the COVID-19 pandemic, but being my son's last year I didn't want for this to go unnoticed. I know that a few years ago BISD also recognized some youth for participating in a Pony League World Series. He participated in the 2017 Pony World Series in Washington County Pennsylvania and made a walk off play bringing the winning run for Brownsville, Texas leaping over the catcher. He not only represented Hanna High School for being a student at Hanna High School, but represented the city of Brownsville with his participation that year. This play made it to the top ten at the sports center, ESPN, and the front page of the sports section of the Pennsylvania newspaper. Unfortunately, there was no recognition at his home town. I know that some athletes have been recognized at their school by having a picture of them at their school recognizing their talent or great efforts in athletic performance. Would it be too much to ask for some type of recognition for my son? Thanks in Advance. Your Assistance in this matter is Greatly Appreciated!”



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August 14, 2017 · 🌐



GM #10 Final: Brownsville, Texas 4 vs. Washington Co., Pennsylvania 3 #PLWS2017 Highlights thanks to PikeWood Creative



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Abt Amaulipas**

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SPORTS



FREEMAN TO MISS PRESEASON GAME AGAINST STEELERS, PAGE C4

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Section

OBSERVER-REPORTER TUESDAY, AUG. 15, 2017

PONY LEAGUE WORLD SERIES

HURDLING COMPETITION

Brownsville topples Washington County in elimination game

By **LUKE CAMPBELL**
Staff writer
lcampbell@observer-reporter.com

As errors on both sides turned into a pitching duel that stretched into the late afternoon hours, Marco Martinez grew tired of playing extra innings.

He and the Brownsville, Texas, team grew frustrated with every at-bat as they failed to solve Washington County lefty pitcher Justin Naylor.

The irritation as Martinez jumped to first base after being hit by a pitch with one out in a 3-1 tie in the bottom of the eighth inning still existed.

Moving to second base after an error by Washington, the only thing Martinez was eyeing was home plate.

When Brownsville leadoff hitter Darren Ramirez went with a pitch, sending a ground ball between first and second base and into right field, Martinez wasn't going to have manager Fernando Torres hold him from going the last 90 feet.

Blowing through the stop sign given by Torres at third base, Martinez, still several strides away from home plate, saw Washington catcher Mike Maestri waste after collecting the relay throw.

As Maestri leaped forward and prepared to apply the tag, Martinez did what nobody at Law Hays Pony Field expected.

He jumped. Hurdling over the tag, Martinez landed on a corner of home plate to score Brown-

sville a 4-3 win in eight innings Monday afternoon to survive and advance to today's elimination game at 12:30 p.m.

"I heard the crack of the bat and felt it was do or die," Martinez said while trying to catch his breath minutes after the game-winning play. "I passed third, and out of the corner of my eye saw they cut the ball off and were sending it home. It was either be out by a mile or just do what I could. I saw the tag, jumped and landed on home plate. I've never jumped that high in my entire life."

For Torres, who stood nearby emotionless after the game-winning run scored, he didn't really know what exactly to think or feel.

"I don't know what my feeling was," he said. "I told him to stop and then saw the umpire call him safe. The guy threw a base and he was out at home. He was just able to avoid it. I didn't know if I should have gotten upset because he just ignored my signal or happy because we won the game."

The heartbreaking loss eliminated Washington County from the tournament.

"That's a great baseball game," said Washington manager Scott Dowber. "Everybody was expecting him to go down and he went up. That's what it boils down to. It's a tough way to lose but that's a very good team we played. I have never seen a game end like this."

But with what ended to be a thriller began as a dunker.

Finishing *Flintline* Page C3



Brownsville's Marco Martinez jumps over Washington catcher Mike Maestri during the eighth inning to score the game-winning run of a Pony League World Series game at Law Hays Pony Field on Wednesday.



Hanna Baseball >

Text Message
Today 2:26 PM

2020 Hanna Basebal: TX High School Baseball Top 100: With a short season, we were still able to have 3 players make the TX 6A top 100 in 3 different categories.

2020 Hanna Basebal:
CONGRATULATIONS to Marco Martinez, Ranked 17 in **STRIKEOUTS** with 28.

-

Text back to reply

Dustin Garza

From: Karina Arguelles
Sent: Wednesday, April 29, 2020 8:58 AM
To: Adrian Dansby; Agustin Serna; Aida Mancias; Alfredo A. Ambriz; Alma A. Sanchez; Alvino Olvera Jr.; Anabela Almanza; Andrea Garza Freeman; Anisa H. Ramirez; Arael Tijerina; Argelia Miller; Aziza De La Garza; Carlos A. Chavez; Carmela V. Petraitis; Carmen M. Garcia; Cecilia Guillen; Celia Saiz-Broussard; Claudia I. Ramirez; Connie S. Pinkerton-Lopez; Cristobal Cisneros Jr; David Robledo; Diana C. Garcia; Donna C. Marhoun; Dora Garcia; Dora Ortiz; Dora Y. Tamayo; Dr. Edward Ude; Dr. Lee G. Garcia; Dr. Nereida Cantu; Dustin Garza; Elma N. Johnson; Erendira Y. Moreno; Ernest De Leon; Francisco J. Valdez; Frank J. Castillo; Fred J. Tamez; George Saenz; Hector E. Galvan; Homer Trevino; Hugo Arredondo; Jesus Pecina; Jesus Rosales; J'nice Little; John J. Belleville; Jose F. Esquivel; Jose L. Martinez; Josefa Miles; Juan O. Cobos; Juana Maria G. Garcia; Kenneth McCleary; Laura Campos; Leticia Reyna; Leticia Rodriguez-Bohn; Linda C. Montero; Marco Porras; Mark A. Stevens; Marlene Garcia; Marvelia Vela; Mary E. Monahan; Mayra Castaneda; Melissa Black; Michele R. Guerrero; Michelle Cortez; Monica M. Rosales; Nancy E. Skidmore; Ramon Zuniga; Raquel Silva; Reynaldo J. Borrego Jr.; Roberto Cano Jr.; Rosa M. Pones; San Juana Solis; SanJuanita Garza; Sharon S. Shepard; Socorro Nieto; Sonja Ramirez; Teresa G. Flores; Troy T. Whittemore; Veronica G. Cordova; Victor Caballero; Zulema A. Hinojosa
Cc: Dustin Garza; George Saenz; Mark A. Stevens; Celia Saiz-Broussard
Subject: Voluntary Products
Attachments: 2021 Voluntary Insurance Dental Renewal Powerpoint for EBC Committee Review (1).pptx
Importance: High

Good morning,

Please see email below from Mr. George Saenz, EBC Chair.

Good Morning: EBC members

I am sending you this email with some information about the Vision and Dental renewals that we discussed in the last meeting we had.

Davis Vision came back and gave us one year extension with no rate increase for the next year from January 01, 2021 thru December 31, 2021. With this said I recommend we stay with Davis Vision for the one year extension and look into bids for following year when we come back.

Next item is the Dental. We asked Aetna for a rate match and the best they could do is a 13.3% increase. So we went out for bids on it and the rates are in the power point I am attaching.

Each slide is a plan, first slide is the low plan, second is Mid Plan and the final is the High Plan. The yellow highlighted column is Blue Cross Blue Shield. They are giving us an increase of 4.4% but with the credit they are giving us the rates will remain the same. I think this is the best route please take the time to look at it and respond to the Google Form with your choice of provider.

https://docs.google.com/forms/d/e/1FAIpQLSdBAIEIOzJzPmtqSlaO9qimS3Zu3wEwMX9NxpsFUTMWxHyHeQ/viewform?usp=sf_link

If you have any questions please feel email me or call me.

Yours in Service

Mr. George Saenz

CTE Business Dept. Teacher

Work based learning Coordinator

gsaenz@bisd.us

Library Lab-A

Cell 459-4377

Ext. 5613

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Dustin Garza

From: Karina Arguelles
Sent: Monday, May 4, 2020 10:21 AM
To: Adrian Dansby; Agustin Serna; Aida Mancias; Alfredo A. Ambriz; Alma A. Sanchez; Alvino Olvera Jr.; Anabela Almanza; Andrea Garza Freeman; Anisa H. Ramirez; Arael Tijerina; Argelia Miller; Aziza De La Garza; Carlos A. Chavez; Carmela V. Petraitis; Carmen M. Garcia; Cecilia Guillen; Celia Saiz-Broussard; Claudia I. Ramirez; Connie S. Pinkerton-Lopez; Cristobal Cisneros Jr; David Robledo; Diana C. Garcia; Donna C. Marhoun; Dora Garcia; Dora Ortiz; Dora Y. Tamayo; Dr. Edward Ude; Dr. Lee G. Garcia; Dr. Nereida Cantu; Dustin Garza; Elma N. Johnson; Erendira Y. Moreno; Ernest De Leon; Francisco J. Valdez; Frank J. Castillo; Fred J. Tamez; George Saenz; Hector E. Galvan; Homer Trevino; Hugo Arredondo; Jesus Pecina; Jesus Rosales; J'nice Little; John J. Belleville; Jose F. Esquivel; Jose L. Martinez; Josefa Miles; Juan O. Cobos; Juana Maria G. Garcia; Kenneth McCleary; Laura Campos; Leticia Reyna; Leticia Rodriguez-Bohn; Linda C. Montero; Marco Porras; Mark A. Stevens; Marlene Garcia; Marvelia Vela; Mary E. Monahan; Mayra Castaneda; Melissa Black; Michele R. Guerrero; Michelle Cortez; Monica M. Rosales; Nancy E. Skidmore; Ramon Zuniga; Raquel Silva; Reynaldo J. Borrego Jr.; Roberto Cano Jr.; Rosa M. Pones; San Juana Solis; SanJuanita Garza; Sharon S. Shepard; Socorro Nieto; Sonja Ramirez; Teresa G. Flores; Troy T. Whittemore; Veronica G. Cordova; Victor Caballero; Zulema A. Hinojosa
Cc: Dustin Garza; George Saenz; Mark A. Stevens; Celia Saiz-Broussard
Subject: RE: Voluntary Products
Attachments: 2021 Voluntary Insurance Dental Renewal Powerpoint for EBC Committee Review (1).pptx
Importance: High

Good morning EBC Members,

Just to remind you if you still haven't completed the form, you have till this Friday, May 8, 2020 to do so. For those who already completed the form, thank you for your prompt response. Have an awesome day and stay safe.

*Respectfully,
Karina G. Argüelles
Secretary
Employee Benefits/Risk Management Department
1900 Price Rd., Suite 212
Brownsville, Texas 78521
O: 956-548-8061*

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100

Timestamp	Davis Vision with no rate increase	Dental Insurance providers	Email Address
4/28/2020 14:24:39	Yes: we keep it	Blue Cross Blue Shield	gsaenz@bisd.us
4/29/2020 9:42:20	Yes: we keep it	Blue Cross Blue Shield	kmccleary@bisd.us
4/29/2020 10:38:13	Yes: we keep it	Aetna	memonahan@bisd.us
4/29/2020 10:55:56	Yes: we keep it	Blue Cross Blue Shield	cachavez@bisd.us
4/29/2020 11:02:57	Yes: we keep it	Blue Cross Blue Shield	neskidmore@bisd.us
4/29/2020 11:22:41	No: we go out for Bids	Blue Cross Blue Shield	mastevens@bisd.us
4/29/2020 11:40:55	Yes: we keep it	Aetna	lacampos@bisd.us
4/29/2020 13:42:35	No: we go out for Bids	Blue Cross Blue Shield	doragarcia@bisd.us
4/29/2020 18:41:35	Yes: we keep it	Blue Cross Blue Shield	hotrevino@bisd.us
4/30/2020 9:33:53	Yes: we keep it	Aetna	rmpones@bisd.us
4/30/2020 10:27:04	Yes: we keep it	Blue Cross Blue Shield	mayra@bisd.us
4/30/2020 13:32:13	Yes: we keep it	Blue Cross Blue Shield	snieto@bisd.us
5/4/2020 10:23:21	Yes: we keep it	Blue Cross Blue Shield	ciramirez@bisd.us
5/4/2020 10:25:22	Yes: we keep it	Blue Cross Blue Shield	doortiz@bisd.us
5/4/2020 10:25:58	Yes: we keep it	Blue Cross Blue Shield	mcortez@bisd.us
5/4/2020 11:06:55	Yes: we keep it	Blue Cross Blue Shield	vgcordova@bisd.us
5/4/2020 11:37:36	Yes: we keep it	Blue Cross Blue Shield	dytamayo@bisd.us
5/4/2020 11:55:15	Yes: we keep it	Blue Cross Blue Shield	mmrosales@bisd.us
5/4/2020 11:57:58	Yes: we keep it	Blue Cross Blue Shield	lmontero@bisd.us
5/4/2020 13:44:50	Yes: we keep it	Blue Cross Blue Shield	csaiz-broussard@bisd.us
5/4/2020 13:46:14	Yes: we keep it	Blue Cross Blue Shield	cguillen@bisd.us
5/4/2020 14:15:22	Yes: we keep it	Aetna	sjsolis@bisd.us
5/4/2020 23:05:55	Yes: we keep it	Blue Cross Blue Shield	jfesquivel@bisd.us
5/5/2020 12:13:53	Yes: we keep it	Blue Cross Blue Shield	tgflores@bisd.us
5/6/2020 10:22:34	Yes: we keep it	Blue Cross Blue Shield	cvpetraitis@bisd.us
5/7/2020 10:05:37	Yes: we keep it	Blue Cross Blue Shield	adlgarza@bisd.us
2020-04-29	Yes: we keep it	Blue Cross Blue Shield	vcaballero@bisd.us
05/04/2020 10:21:21	Yes: we keep it	Blue Cross Blue Shield	dcmarhoun@bisd.us

Employee Benefits Committee

Minutes

February 5, 2020

CAB Auditorium

Chairperson, George Saenz, called the meeting to order at 2:41 pm.

Homer Trevino, representative from Palm Grove Elementary, made a motion to approve the January Minutes while Reynaldo J. Borrego, Jr, representative from Adult Education, seconded the motion.

Roll call was done via sign in sheets.

Under Old Business, Dustin Garza, Employee Benefits Administrator, announced that an email regarding the medical screening had been sent out to all principals, FNS, and the EBC in both languages to post in viewable areas. The schedule, based upon testing, benchmarking, etc would include dates that representatives would be on campuses for half a day. It would cover employees only and not spouses and would not be submitted through the health plan but would be done outside of BCBS, not run as a claim but a flat fee instead.

Leti Martinez, representative from the Salazar Insurance Group, let the committee know that it could also be submitted to Colonial for \$50.

Dustin continued to say that the screening could also be performed at a PCP. He also made the committee aware that it was not known if an incentive would be available for school participation. He informed the committee that it was the same company that had performed the previous screenings in 2016 but under a different name and that the information would be completed through a paper form instead of through an electronic portal link, price depending on participation but looking at about \$65 per person.

Under New Business, Saenz opened up the floor for discussion regarding the 4 products coming up for renewal. Leti mentioned that Hartford would be looked at towards the end of 2021. She also reported that Vision (which had a rate increase

and needed to be locked in or do in steps over 4 years) and Dental (which has a one year guarantee) had not returned.

A motion to amend the agenda to vote was made by Cecilia Guillen, representative from Villa Nueva Elementary, while Troy T. Whittemore, representative from Garza seconded the motion. Victor Caballero, representative from Garden Park, was against. Marvelia Vela, representative from Hudson Elementary, made a motion to stay with Colonial and not Hartford while Cecilia seconded the motion. 34 were in favor while 5 were against. Vision and Dental will expire at the end of the year so a motion to go out for bids for Vision and Dental was made by Carlos A. Chavez, representative from the Brownsville Academic Center, while Josefa Miles, representative from Martin Elementary seconded the motion. 42 members voted in favor of. Dustin announced that he would bring in representatives to present to the group.

Leti explained that Texas Life, the other life insurance, could be taken when a person leaves and went over Hartford and Colonial. A motion to vote to keep the rate for 3 years with Texas Life was made by Dora Garcia, representative from Stillman Middle School, seconded by Marvelia. 25 committee members were for while 10 were against.

George asked the committee members to talk to co-workers regarding questions on prescriptions, supplementals, vitamins, etc.

A motion to adjourn was made by Dora followed by Borrego whom seconded the motion.

Next meeting will be Wednesday, March 4, 2020.



Brownsville Independent School District

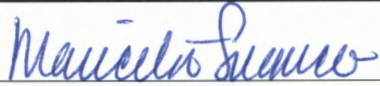
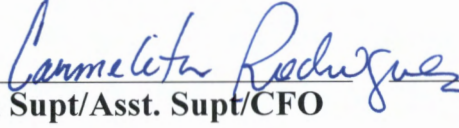
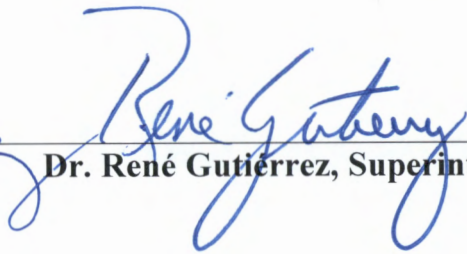

Agenda Category: Conference Presentation Board of Education Meeting: 06/16/20

Item Title: Employee Handbook for the Action
2020-2021 School Year X Information
Discussion

BACKGROUND:

The Employee Handbook is reviewed and revised annually to communicate to District employees what is expected of them. It also provides information regarding their rights and responsibilities.

Attached is a draft copy of the 2019-2020 Employee Handbook. (CD)

		Approved for Submission to Board of Education:
Maricela Franco		
Submitted by: Principal/Program Adm.		
Carmelita Rodriguez		
Recommended by: AA Supt/Asst. Supt/CFO		Dr. René Gutiérrez, Superintendent
Dr. Anysia Treviño		
Approved by: Deputy Superintendent		



BROWNSVILLE INDEPENDENT SCHOOL DISTRICT



EMPLOYEE HANDBOOK

2020- 2021



EMPLOYEE HANDBOOK

ACKNOWLEDGEMENT FORM 2020 - 2021

Employee Status

Full-Time

Part-Time

Dr. René Gutiérrez
Superintendent of Schools

EMPLOYEE NAME (LEGAL NAME)

▲ LAST: (As listed on social security card)	FIRST:	MIDDLE:

▲ EMPLOYEE NO. (Available on check stub) Note: <u>Must</u> provide employee number	▲ OFFICIAL JOB TITLE
	▲ LOCATION NAME (i.e. Campus Name / Food Services / Transportation / Maintenance, etc.)

I hereby acknowledge my responsibility to the following information:

_____ The latest edition of the BISD Employee Handbook can be accessed on the
Initials district's website at www.bisd.us/

The information outlined in this handbook is a guide to and a brief explanation of district policies and **is subject to change at any time**. I understand that changes in district policies may supersede, modify, or eliminate the information summarized in this handbook. The entirety of all District policies may be viewed online. Additionally, I understand that no modifications to contractual relationships or alterations of at-will employment relationships are intended by this handbook.

I accept responsibility for reading and abiding by the changes, contacting my supervisor or the appropriate department if I have questions or concerns or need further explanation.

This handbook is neither a contract nor a substitute for the official *District Policy Manual* and is not intended to guarantee continued employment. Rather, it is a guide to and a brief explanation of district policies.

I understand that I have an obligation to inform my supervisor or Human Resources of any changes in personal information, such as name change, phone number and current address.

EMPLOYEE SIGNATURE	DATE

NOTE: Sign and date this form immediately and return to your principal / department administrator. Administrators will forward the original form for each employee to the Human Resource Department.

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.

BISD no discrimina a base de raza, color, origen nacional, sexo, religion, edad, incapacidad o información genética en el empleo o la disposición de servicios, programas o actividades.

Employee Handbook

BOARD OF TRUSTEES

Board President

Minerva Peña

Vice President

Drue Brown

Board Secretary

Dr. Prisci Roca Tipton

Assistant Board Secretary

Philip T. Cowen

Members:

Dr. Sylvia P. Atkinson

Eddie Garcia

Laura Perez-Reyes

Superintendent of Schools

Dr. René Gutiérrez

Disclaimer

DISCLAIMER – This Employee Handbook is intended to serve as a general explanation and guide of the Brownsville ISD Policies and Procedures that may affect our employees. Brownsville ISD reserves the right to revise this Employee Handbook in whole or in part at any time, with or without notice. The official Policies and Procedures of the Brownsville ISD shall be the official governing documents and shall take precedence in the event of any conflict between Brownsville ISD Policy and this Employee Handbook. No employee may rely on or otherwise interpret a statement by a supervisor, manager or department head as constituting a change in policy. This Employee Handbook is not a contract, either expressed or implied, nor does it guarantee employment for any specific duration.

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**Brownsville Independent School District
Employee Handbook
Guide to Changes and Additions**

Topic	Board Book Page Number	Description of Changes
CHAPTER 1		
General Information		Added Suggestions for additions and improvements to this handbook are welcome and may be sent to the Human Resources Department.
The District		Deleted 43,000 Added 42,000
Board of Trustees		Deleted two (Recommended by TASB) Added one (Recommended by TASB)
CHAPTER 2		
Certification and Licenses		Added Employees licensed by the Texas Department of Licensing and Regulations (TDLR) must notify the Brownsville ISD Human Resources Department when there is action against, or revocation of, their license. (Recommended by TASB)
Employment after Retirement		Added At this time the District will consider recommending hiring "Retired" individuals for certified critical shortage fields and/or areas of need.
CHAPTER 3		
Supplemental Duties		Added: Supplemental duty assignments are at-will and do not provide property rights to continuation. At any time the employee may resign or the district may terminate the supplemental duty and the pay associated with the supplemental duty. Pay may be prorated if an employee does not complete the assignment.
CHAPTER 4		
Pay Grades (Administrative & Special Assignment)		Deleted Pay Grades 1 through 8 Added As Per Board Approved Compensation Plan
Pay Grades (Manual Trades)		Deleted Pay Grades 1 through 8 Added As Per Board Approved Compensation Plan
Pay Grades (Clerical-Administrative)		Deleted Pay Grades 12 through 20 Added As Per Board Approved Compensation Plan
Pay Grades (Technical Support)		Deleted Pay Grades 22 through 27 Added As Per Board Approved Compensation Plan
Pay Grades (Instructional Support)		Deleted Pay Grades 31 through 36 Added As Per Board Approved Compensation Plan
Health Insurance Benefits		Deleted: October 1 through September 30th Added: January 1 through December 31st
CHAPTER 5		
Discretionary Leave (Schedule Limitations)		Added As per Administrative Guidelines
Voluntary Transfer of Days		Added: Only Full-Time employees are eligible to receive and or transfer local days. Once an employee resigns, retires or is deceased, the employee is no longer eligible to participate in the Voluntary Transfer of Local Days Program.
Temporary Disability Leave		Added: each full-time employee whose position requires educator certification by the State Board of Educator Certification or by the District for.
Jury Duty		Added: The District will not discharge, threaten to discharge, intimidate, or coerce any regular employee because of juror or grand juror service or for the employee's attendance or scheduled attendance in connection with the service in any court in the United States Added Reference to DG (Recommended by TASB)
CHAPTER 6		
Resignation of Contract Employees		Added: The principal is required to notify the superintendent of an educator's resignation within seven business days following an alleged incident of misconduct for any of the acts listed in Reports to Texas Education Agency on page 52. (Recommended by TASB)
Resignation of Non-Contract Employees		Added: The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct of abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or knew about an employee's resignation or termination following an alleged incident of misconduct described above. (Recommended by TASB)

**Brownsville Independent School District
Employee Handbook
Guide to Changes and Additions**

Topic	Board Book Page Number	Description of Changes
Dismissal of Non-Contract Employees		Added: The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct of abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or knew about an employee's resignation or termination following an alleged incident of misconduct described above. (Recommended by TASB)
Discharge of Convicted Employees (New Section)		Added: The district shall discharge any employee who has been convicted of or placed on deferred adjudication community supervision for an offense requiring the registration as a sex offender or convicted of a felony under Title 5 Penal Code if the victim was a minor. If the offense is more than 30 years before the date the person's employment began or the person satisfied all terms of the court order entered on conviction the requirement to discharge does not apply.
Reports to Texas Education Agency		Added: Policy DHC (Recommended by TASB) Added: A subheading Certified Employees (Recommended by TASB) Added: or engaged in conduct violating the assessment security procedures under TEC §39.0301.(Recommended by TASB) Added: Non-Certified Employees (Recommended by TASB) The voluntary or involuntary separation of a noncertified employee from the District must be reported to the Division of Investigations at TEA by the superintendent if there is evidence the employee abused or otherwise committed an unlawful act with a student or minor, was involved in a romantic relationship with a student or minor, or solicited or engaged in sexual contact with a student or minor.
CHAPTER 7		
Scope and Sequence (New Section)		Added: If a teacher determines that students need more or less time in a specific area to demonstrate proficiency in the Texas Essential Knowledge and Skills (TEKS) for that subject and grade level, the district will not penalize the teacher for not following the district's scope and sequence. The district may take appropriate action if a teacher does not follow the district's scope and sequence based on documented evidence of a deficiency in classroom instruction. This documentation can be obtained through observation or substantiated and documented third-party information.
Code of Ethics and Standard Practices		Added: Standard 2.8. The educator shall not intentionally or knowingly subject a colleague to sexual harassment.
Reporting Suspected Child Abuse		Deleted: Reference to Policy FFG (Recommended by TASB)
CHAPTER 9		
Personal Use of Communications		Deleted Policy in reference to exhibits (Recommended by TASB)
Public Information on Private Devices (New Section)		Added: Employees should not maintain district information on privately owned devices. Any district information must be forwarded or transferred to the district to be preserved. The district will take reasonable efforts to obtain public information in compliance with the Public Information Act. Reasonable efforts may include: •Verbal or written directive •Remote access to district-owned devices and services (Recommended by TASB)
CHAPTER 11		
Bad Weather Closing		Deleted Bad Weather Added Emergency School Added: The District may close schools because of severe weather, epidemics, or other emergency conditions

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CHAPTER 1

General Information

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful year. Not all district policies and procedures are included. This book is not an exhaustive treatment of the law nor is it intended to substitute for advice of an attorney and does not replace the school district's board adopted policy manual, which contains all official policies that govern the operation of the district and your employment in the district. [Suggestions for additions and improvements to this handbook are welcome and may be sent to the Human Resource Department.](#)

This handbook is neither a contract nor a substitute for the official district policy manual. Nor is it intended to alter the at-will status of non-contract employees in any way. Nor is it intended to alter the at-will status of non-contract employees in any way. Rather, it is a guide to and a brief explanation of district policies and administrative procedures related to employment. District policies and procedures can change at any time; these changes shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with the handbook topics, or confer with their immediate supervisor. Policy manuals are located at your Administrator's office, campus or library and /or are available for employee review during normal working hours. An electronic copy of this manual is available on the District's web site at www.bisd.us

The District

The Brownsville Independent School District (BISD) serves over ~~43,000~~ 42,000 students, mostly Hispanic and low socio-economic; in a unique international community setting at the southernmost tip of Texas. The District is the largest employer in South Texas. The District is proud to have developed magnet programs within the District's high school campuses. These programs attract students interested in Engineering Professions, Medical and Health Professions, Fine Arts and Teaching, International Business and Criminal Justice. Academically, both the Southern Association of Colleges and the Texas Education Agency (TEA) have accredited Brownsville Public Schools.

BISD Mission Statement

Policy: [AE](#)

Brownsville Independent School District, will graduate students who are prepared to excel in higher education and successfully pursue career opportunities in a changing global society by maximizing resources to ensure equitable opportunities for all students.

Board of Trustees

Policies: [BA](#), [BB series](#), [BD series](#) and [BE series](#)

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 the curriculum, school taxes, and the annual budget, employment of the superintendent and other professional staff, and facilities. The Board has complete and final control over school matters within limits established by state and federal law and regulations.

The Board of Trustees is elected by the citizens of the district to represent the community's commitment to a strong educational program for the District's children. Trustees serve without compensation, must be registered voters, and must reside in the district. A written notice of regular and special meetings will be posted on the District's website and posted at the Main Administrative Office at least 72 hours before the scheduled meeting time. The written notice will show the date, time, place and subjects of each meeting. In emergencies, a meeting may be held with a ~~two~~one-hour notice. Regular Board meetings are scheduled once a month. All meetings are open to the public. Special meetings may be called when necessary. In certain circumstances, Texas law permits the Board to go into a closed session from which the public and others are excluded. Closed session may occur for such things as discussing prospective gifts or donations, real-property acquisition, certain personnel matters including employee complaints, security matters, student discipline, or consulting with attorneys regarding pending litigation.

CHAPTER 2

Employment

State and federal laws require certain information to be disseminated to school District employees. In some cases, the law specifically requires that employees be given copies of policies or notices; in other cases, notices must be posted; and yet in others, conveying the information – in staff meetings, employees handbooks or staff newsletters – may suffice.

Equal Employment Opportunity

Policies: [DAA](#), [DIA](#)

The Brownsville Independent School District does not discriminate against any employee or applicant for employment because of race, color, religion, gender, sex (including pregnancy), national origin, age, disability, military status, genetic information or on any other basis prohibited by law. Additionally, the District does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to a discriminatory employment practice. Employment decisions will be made on the basis of each applicant's job qualifications, experience, and abilities.

Employees with questions or concerns about discrimination based on sex, including sexual harassment should contact the Superintendent or Carmelita Rodriguez, the District's Title IX Coordinator at (956) 698-0210. Employees with questions or concerns about discrimination on the basis of a disability should contact the Superintendent or Carmelita Rodriguez, ADA/Section 504 Coordinator for Employees at (956) 698-0210. Information on the 504 process may be found on-line under the heading Medical Information at: http://www.bisd.us/humanresources/html/03_Medical.htm

Employment Procedures

Vacancy Announcements

Policy: [DC](#)

Announcements of job vacancies by position and location are posted on a regular basis on the District's website and Human Resources Bulletin Board.

Current district employees may apply for any vacancy for which they have appropriate qualifications. All advertised positions shall be posted for no fewer than ten school days. All positions on the administrative and professional salary schedule shall be advertised within the District and may be advertised outside the District unless otherwise directed by the Board.

New Position

With regard to new positions, the appropriate administrator must prepare a job description. The new position will be evaluated and assigned a pay grade by the Human Resource Department prior to the job being advertised, employment tendered or salary established. New positions must be classified in the pay system and have a job description prior to hiring new employees.

Employment Application

Policy: [DC](#) & **Administrative Procedures**

The Brownsville Independent School District relies upon the accuracy of information contained in the employment application as well as the accuracy of other data presented through the hiring process and employment.

It shall be the responsibility of the applicant to furnish accurate information, and any falsification of either information or credentials shall be cause for dismissal or refusal to employ. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the district's exclusion of the individual from further consideration from employment, or if the person has been hired, termination of employment.

Employment Reference Check

Policy: **Administrative Procedures**

To ensure that individuals who join the Brownsville Independent School District are well qualified and have a strong potential to be productive and successful, it is the practice of the Brownsville Independent School District to check the employment references of all applicants.

The Human Resource Department will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates and position(s) held.

Interview

Policy: [DC](#)

Only qualified applicants shall be granted interviews. An interview is a prerequisite for employment and may be conducted in person, by video tape, by computer interaction, or by telephone.

Principal's Approval

Policy: [DK](#)

The principal of a campus shall approve all teacher and staff appointments for the campus from a pool of applicants selected by the District or of applicants who meet the hiring requirements established by the District based on criteria developed by the principal after informal consultation with the faculty. The Superintendent has final placement authority for a teacher transferred because of enrollment shifts or program changes. *Education Code 11.202; Atty. Gen. Op. DM-27 (1991)*

Pre-Employment Inquires & Medical Examination

Policy: [DBB](#)

The District shall not conduct a medical examination or make inquiries of a job applicant as to whether such applicant is an individual with a disability or as to the nature or severity of a disability, except as provided below. However, the District is permitted to make pre-employment inquiries into the ability of an applicant to perform job-related functions, such as asking an applicant to describe or demonstrate how, with or without reasonable accommodation the applicant will be able to perform job-related functions. *42 U.S.C. 12112 (c) (2); 29 CFR 1630.14(a)*

The District may require a medical examination (and/or inquiry) after an offer of employment has been made to a job applicant and prior to the beginning of employment duties and may condition the offer on the results of such examination (and/or inquiry), provided all entering employees in the same job category are subjected to such an examination (and/or inquiry) regardless of disability. The results of an employment entrance medical examination shall be used only to determine the applicant's ability to perform job-related functions. *42 U.S.C. 12112(c) (3); 29 CFR 1630.14(b)*

A medical examination may be required of any employee when in the judgment of the immediate supervisor and after consultation with the Superintendent or designee, the employee's condition interferes with the ability to perform job-related functions or may pose a direct threat to the health or safety of the employee or others. The District may designate a physician to perform the examination, and in that case, shall pay the cost of the examination.

Bus Drivers: A person shall not drive a school bus unless he or she is physically qualified to do so. Each school bus driver shall undergo and successfully complete an annual physical examination in compliance with the requirements of 37 TAC 14.12. The results of the examination shall be noted on the form published by the U.S. Department of Transportation in 49 CFR Part 391.41. A driver shall not operate a school bus unless he or she has on his or her person the original or photographic copy of the medical examiner's Certificate 391.43 stating that the driver is physically qualified to drive a commercial motor vehicle. *Trans. Code 521.022; 37 TAC 14.12*

Reporting of Valid Positive Results

Policy: [DHE](#)

The District is required by federal safety regulations to conduct alcohol and drug testing of an employee who holds a commercial driver's license and shall report the following information to the Department of Public Safety:

1. A valid positive result on an alcohol or drug test and whether the specimen producing the result was a dilute specimen.
2. "Valid positive result" means an alcohol concentration of 0.04 or greater on an alcohol confirmation test, or a result at or above the cutoff concentration levels listed in 49 CFR 40.87 on a formation drug test.
3. "Dilute Specimen" means a specimen with creative and specific gravity values that are lower than expected for human urine.
4. A refusal to provide a specimen for an alcohol or drug test.
5. An adulterated specimen or substituted specimen, as defined at 49 CFR 40.3, on an alcohol or drug test.

For purposes of this requirement, the term “employee” includes applicants for employment subject to pre-employment testing. *Trans. Code 644.251-644.252; 29 CFR 40.3*

Form I-9

The Brownsville Independent School District is committed to employing U.S. citizens and non-citizens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed the I-9 form with Brownsville Independent School District within the past three years, or if their previous I-9 is no longer retained or valid.

The Form I-9 helps employers to verify individuals who are authorized to work in the United States. Each new employee, hired after November 6, 1986, is required to complete Section One of the Form I-9 when they start work. The District will review the documents establishing each employee’s identity and eligibility to work and will properly complete Section 2 of the form. The District must retain original I-9 forms for three years after the date of hire, or one year after the date employment ends, whichever is later. The forms should be stored separately from other personnel files.

Recertification of Employment Authorization

Policy: [DC](#)

At the time of hire, all employees must complete the Employment Eligibility Verification Form (Form I-9) and present documents to verify identity and employment authorization.

Employees whose immigration status, employment authorization, or employment authorization documents have expired must present new documents that show current employment authorization. Employees should file the necessary application or petition sufficiently in advance to ensure that they maintain continuous employment authorization or valid employment authorization documents. Contact Human Resource Department if you have any questions regarding reverification of employment authorization.

Certification and Licenses

Policy: [DBA](#), [DF](#)

Professional employees whose positions require SBEC certification or professional license are responsible for taking actions to ensure their credentials do not lapse. Employees must submit documentation that they have passed the required certification exam and/or obtained or renewed their credentials to the Human Resources Department in a timely manner. [Employees licensed by the Texas Department of Licensing and Regulations \(TDLR\) must notify the Brownsville ISD Human Resources Department when there is action against, or revocation of, their license.](#)

A certified employee’s contract may be voided without due process and employment terminated if the individual does not hold a valid certificate or fails to fulfill the requirements necessary to renew or extend a temporary certificate, emergency certificate, probationary certificate, or permit. A contract may also be voided if SBEC suspends or revokes certification because of an individual’s failure to comply

with criminal history background checks. Contact the Human Resources Department if you have any questions regarding certification or licensure requirements.

Nepotism

Policy: [DBE](#)

In cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment. A relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. The nepotism prohibitions do not apply to appointment or employment of a substitute teacher.

Supervisory Capacity

Policy: [DK](#)

District employees in a supervisory capacity shall not be permitted to supervise other employees at the assigned work location if the employees are related as defined in DBE (LEGAL) by consanguinity (blood) kinship or by affinity (marriage) kinship.

Board Members

Except as provided by policy, a public official may not appoint a person to a position that is to be directly or indirectly compensated from public funds or fees of office if:

The person is related to the public official by consanguinity (blood) within the third degree or by affinity (marriage) within the second degree; or

The public official holds the appointment or confirmation authority as a member of a local board and the person is related to another member of the board by blood or marriage within a prohibited degree.
Gov't Code 573.002, 573.041; Atty. Gen. Op. JC-0184 (2000)

The nepotism prohibitions do not apply to the appointment of a person to a position if the person is employed in the position immediately before the election or appointment of the public official to whom the person is related in a prohibited degree and that prior employment is continuous for at least:

- Thirty days, if the public official is appointed; or
- Six months, if the public official is elected.

Retirees

Policy: [DBE](#)

A teacher who has retired from a full-time, certified teacher position has broken his or her employment with the District and does not qualify for the continuous-employment exception to the nepotism laws.

Superintendent

If, under the employment policy [see DC], the Board delegates to the Superintendent the final authority to select District personnel:

- The Superintendent is a public official for purposes of the nepotism prohibitions only with respect to a decision made under that delegation of authority; and

- Each member of the Board remains subject to the nepotism prohibitions with respect to all District employees.

For purposes of this provision, a person hired by the District before September 1, 2007, is considered to have been in continuous employment and is not prohibited from continuing employment with the District subject to the abstention requirements. *Education Code 11.1513(f); Atty. Gen. Op. GA-123 (2003) [See BBFA]*

Affinity

Two persons are related to each other by affinity if they are married to each other or if the spouse of one of the persons is related by consanguinity to the other person. Divorce or the death of a spouse terminates relationships by affinity created by a marriage unless a child of the marriage is living. If a child of the marriage is living, the marriage is considered to continue until the youngest child of that marriage reaches the age of 21. This provision applies to a Board member or officer of the District only until the youngest child of the marriage reaches the age of 21 years. A husband and wife are related to each other in the first degree by affinity. *Gov't Code 573.024*

Consanguinity

Policies: [DBE](#) & [DK](#)

Two persons are related to each other by consanguinity (blood) if one is a descendant of the other or if they share a common ancestor. An adopted child is considered to be a child of the adoptive parents for this purpose. *Gov't Code 573.022*

There is no distinction under the nepotism statute between half-blood and full-blood relations. Thus, half-blood relationships fall within the same degree as those of the full-blood. *Atty. Gen. Op. LO-90-30 (1990)*

The following illustrations depict the relationships that violate the nepotism law.

Consanguinity (Blood) Kinship

First Degree

Parent	Child
--------	-------

Second Degree

Grandparent	Grandchild	Sister / Brother
-------------	------------	------------------

Third Degree

Great Grandparent	Great Grandchild	Aunt / Uncle	Niece / Nephew
-------------------	------------------	--------------	----------------

Affinity (Marriage) Kinship

Policies: [DBE & DK](#)

The Board member or supervisor's spouse is the prospective employee.

(Marriage) Kinship

OR

Board member or supervisor's spouse is prospective employees:

OR

Prospective employee's spouse is the Board member or supervisor's ...

First Degree

Parent	Child
--------	-------

Second Degree

Grandparent	Grandchild	Sister / Brother
-------------	------------	------------------

NOTE: The spouses of two persons related by blood are not by that fact related. The affinity chart supposes only one affinity relationship between the Board member/supervisor and prospective employee through either of their spouses.

Employment after Retirement

Individuals receiving retirement benefits from the Teacher Retirement System (TRS) may be employed under certain circumstances on a full- or part-time basis without affecting their benefits, according to TRS rules and state law. Detailed information about employment after retirement is available in the TRS publication *Employment after Retirement*. Employees can contact TRS for additional information by calling 800-223-8778 or 512-542-6400. Information is also available on the TRS website at www.trs.texas.gov. [At this time the District will consider recommending hiring "Retired" individuals for certified critical shortage fields and/or areas of need.](#)

On May 5, 2015, the Board of Trustees agreed to pass on the TRS Surcharges to all "Retired" rehired employees to employees who began work after 2005. In the past, the District would pay for those surcharges, however due to budgetary constraints; the surcharges were passed onto the employee.

Contract and Non-Contract Employees

Policy: [DC Series](#)

The following will provide a general description of the employment arrangements used by the District. State law requires the district to employ all full-time professional employees in positions requiring a certificate from the State Board for Educator Certification (SBEC) and nurses under probationary, term, or continuing contracts. Employees in all other positions are employed at-will or by contract that is not subject to the procedures for nonrenewal or termination under Chapter 21 of the Texas Education Code.

Probationary Contracts

Nurses and full-time professional employees new to the district and employed in positions requiring SBEC certification must receive a probationary contract during their first year of employment. Former employees who are hired after at least a two-year lapse in district employment also may be employed by probationary contract. Probationary contracts are one-year contracts.

Each of the following persons shall be employed under a probationary contract when the person is employed by the District for the first time or if the person has not been employed by the District for two consecutive school years subsequent to August 28, 1967:

- Principal
- Supervisor
- Classroom Teacher
- Counselor
- Other full-time professionals required to hold a certificate under Education Code Chapter 21, Subchapter B.
- Nurse

Maximum Probationary Contract Period

Policy: [DCA](#)

A probationary contract may be renewed for two additional one-year periods, for a maximum permissible probationary contract period of three school years, except that the probationary period may not exceed one year for a person who has been employed as a teacher in public education for at least five of the eight years preceding employment by the District.

Exception

A probationary contract period may be extended beyond the third consecutive year of employment if, during the third year of the probationary period, the Board determines that it is doubtful whether a term contract should be given. If the Board makes such a determination, the District may make a probationary contract for a term ending with the fourth consecutive school year. *Education Code 21.102*

A probationary contract may not be for a term exceeding one school year.

Grounds for Termination of a Probationary Contract

Policy: [DFAB](#)

A probationary contract employee may be terminated at the end of the contract period if the Board determines that such termination will serve the best interests of the District. Before any probationary contract employee is terminated, the Board shall give the employee notice of its decision to terminate the employment not later than the 10th day before the last day of instruction required under the contract. The Board's decision to terminate a probationary employee at the end of a contract period is final and may not be appealed. *Education Code 21.103(a)*

Continuing Contracts

Policies: [DC](#), [DCC](#), [DFD](#), [DFCA](#), [DFE](#), [DFAC](#), [DFCA](#)

Any District employee hired under a continuing contract prior to February 20, 1996, shall remain on a continuing contract until the employee relinquishes the contract. Policies relating to employment by educator term contract [see [DCB](#) and the [DFB series](#)] do not apply to employees on continuing contracts.

Term Contracts

Policies: [DC](#), [DCB](#), [DFBB](#), [DFF](#), [DFE](#) & [DFBA](#)

A term contract must be in writing and include the terms of employment prescribed by Education Code Chapter 21, Subchapter E; the Board may include other provisions in a term contract that are consistent with that subchapter. Each term contract is subject to the approval of the Board.

Full-time professionals employed in positions requiring certification and nurses will be employed by term contracts after they have successfully completed the probationary period. The terms and conditions of employment are detailed in the contract and employment policies. All employees will receive a copy of their contract. Employment policies can be accessed online or copies will be provided upon request.

Grounds for Dismissal of a Term Contract

Policies: [DFBA](#) & [DFBB](#)

The Board may terminate a term contract and discharge a term contract employee at any time for: (1) Good cause as determined by the Board; or (2) A financial exigency that requires a reduction in personnel. *Education Code 21.211(a)*

Before any term contract employee is dismissed for good cause, the employee shall be given reasonable notice in writing of the charges against him or her and an explanation of the District's evidence, set out in sufficient detail to fairly enable the employee to show any error that may exist. *Cleveland Bd. of Educ. v. Loudermill, 105 S. Ct. 1487 (1985)*

Any employee may be dismissed for good cause before the completion of the term fixed in the contract. Good cause includes failure to comply with special conditions of employment.

Nonrenewal Reasons

Policy: [DFBB](#)

Before making a decision not to renew a term contract, the Board shall consider the most recent evaluations if the evaluations are relevant to the reason for the Board's action. *Education Code 21.203 (b)* [See DNA]

Not later than the 10th day before the last day of instruction in a school year, the Board shall notify in writing each term contract employee whose contract is about to expire of its proposal to renew or not renew the contract.

The recommendation to the Board and its decision not to renew the contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, national origin, disability, or age.

Note: District Policy DFBB provides examples for proposed nonrenewal of an employee's term contract and may be accessed on the District web site at www.bisd.us (Policy On-Line).

Noncertified Professional and Administrative Employees

Policies: [DC](#) & [DCE](#)

Employees in professional and administrative positions that do not require SBEC certification (such as non-instructional administrators) are employed by a one-year contract that is not subject to the procedures for nonrenewal or termination under the Texas Education Code.

The Board retains final authority for employment and dismissal, based on the Superintendent's recommendations, of non-contractual personnel whose positions are on the Special Assignment/Administrative salary schedule.

Paraprofessional and Auxiliary Employees

Policy: [DCD](#)

All paraprofessionals and auxiliary employees, regardless of certification, are employed at-will and not by contract. Employment is not for any specified term and may be terminated at any time by either the employee or the District.

Breaks for Expression of Breast Milk

Policies: [DEAB](#) & [DG](#)

The district supports the practice of expressing breast milk and makes reasonable accommodations for the needs of employees who express breast milk. A place, other than a multiple user bathroom, that is shielded from view and free from intrusion from other employees and the public where the employee can express breast milk will be provided.

A reasonable amount of break time will be provided when the employee has a need to express milk. For nonexempt employees, these breaks are unpaid and are not counted as hours worked. Employees should meet with their supervisor to discuss their needs and arrange break times.

Criteria for Personnel Decisions

Policy: [DAB](#)

The Board establishes objective criteria for decisions regarding the hiring, dismissal, reassignment, promotion, and demotion of District personnel. These criteria are not rank-ordered and may be considered in whole or in part in making such decisions. [See DAB]

The Board prefers that all classified personnel who occupy positions requiring contact with school children, other District personnel, and the public as a whole, be bilingual (English/Spanish). The Board prefers that all employees have a minimum of GED or high school diploma.

CHAPTER 3

Employment Practices

Personnel Records

Policies: [DBA](#) & [GBA](#)

The District maintains current and complete personnel records of all employees according to TEA rules and guidelines and local administrative requirements. It is the responsibility of each employee to promptly notify the District of any changes in personal data. Names, personal mailing addresses and telephone numbers must be accurate and current at all times. If any personal data has changed, you must contact the Human Resource Department.

Most district records, including personnel records, are public information and must be released upon request. Employees may choose to have the following personal information withheld:

- Address
- Phone Number, including personal cell phone number
- Emergency contact information
- Information that reveals whether they have family members
- Personal email address

To request copies of records from your file, you must complete a form at the Human Resource Department. The order shall be filled within twenty-four to forty-eight hours. In addition, the first ten (10) copies are complimentary, and thereafter, a fee will be charged for each copy.

Change of Personal Data

When an employee has a change of personal data, including a change of name, address, or telephone number, the employee **must** complete and submit a “Change of Personal Data Form” with the correct information to the Human Resource Department. The form may be downloaded from the Human Resource Department’s home-page at http://www.bisd.us/humanresources/Downloads/01_Forms/01-ChangeofPersonalDataFormCertifiedClassified.pdf

Outside Employment

Policy: [DBD](#)

Employees are required to disclose in writing to their Administrator/Principal any outside employment that may create a potential conflict of interest with their assigned duties and responsibilities or the best interest of the district. Supervisors will consider outside employment on a case-by-case basis and determine whether it should be prohibited because of a conflict of interest.

The Administrator/Principal shall ascertain whether the outside employment will interfere with the employee’s ability to carry out his or her regular assignment and essential job functions. At any time an employee’s performance level becomes unacceptable, outside employment shall be reviewed along with other factors.

An employee shall also disclose in writing to his or her immediate supervisor any private tutoring of District students for pay.

Absenteeism and Tardiness

While absences may occur for legitimate reasons such as sickness or important personal problems, false or unrealistic excuses are not acceptable. Employees who will be late or absent are expected to call as far in advance of starting time as possible, to state why they will be absent and when they will return to work. This provides the principal/administrator time to take necessary steps to rearrange work assignments or secure a substitute where applicable. Every employee is expected to report an absence from work in accordance with the rules and procedures in effect at his/her school/department. Failure to adhere to established reporting rules and procedures may result in disciplinary action up to and including termination.

The following guidelines will be used for handling excessive absences or tardiness. In determining whether an employee has been absent or tardy an excessive number of times, the following definitions will apply:

Excessive Tardiness: Any three (3) occurrences of tardiness within a thirty (30) day period.

Absence: Any employee who is not present at his/her work assignment during any scheduled work period will be considered absent for that period.

Excessive Absenteeism: Excessive absenteeism and turnover are expensive, disruptive, and places an unfair burden upon other employees. Any three (3) separate occurrences of absence within a thirty (30) day period will be considered excessive. The supervisor shall review reasons for absences. The supervisor may issue a written notice outlining concerns and/or a conference may be requested.

Assignments, Hours, Reassignments and Schedules

Due to the staggered starting times and differences in the length of school days at different campuses, and the District's desire to have flexible work hours, it is difficult to have a standard workday or work week.

Employees will work a minimum of 40 hours per week (unless on a reduced work schedule.) **Employees are not permitted to work before or after their calendar year without prior written approval from the Superintendent or the Human Resource Administrator as the Superintendent's designee.** All requests must be made in advance and may require Board approval. A copy of the request must be submitted to the respective Administrator for Human Resource Department.

Administrators cannot change work calendars without authorization from the Superintendent or the Human Resource Administrator as the Superintendent's designee.

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

Campus assignments and reassignments must be approved by the principal at the receiving campus except when reassignments are due to enrollment shifts or program changes. The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal employment opportunity and with staffing patterns approved in the District and campus plans.

[See [BQ series](#)] In exercising their authority to approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

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

Work schedules and daily time schedules within the guidelines set out in this section, including lunch breaks and, if applicable, rest breaks, are determined by the principal/administrator in charge within his/ her discretion with final determination by the Superintendent or designee, and are subject to change at any time at the discretion of the principal/administrator.

All Classified personnel shall adhere to the following guidelines:

Position	Work Days Are to Be Eight (8) Full Hours of Actual Work	Work Week Starts
Clerical Technical	8 Hours of actual work and a minimum of ½ hour to a maximum of one hour for lunch. This lunch break shall be duty free and may be taken on or off the campus/department if agreed to in advance with the school principal/ administrator. *Some teacher aides may eat lunch with the students, which is part of the actual workday and requires compensation.	<i>Workweek is from Saturday 12:00 a.m. through Friday at 11:59 p.m.</i>
Manual Technical	8 Hours of actual work. Lunch break may be a minimum of ½ hour with no maximum limit. The unlimited lunch break for some employees may be due to a split work schedule. Lunch is duty free and may be taken on or off the campus/department if agreed to in advance with the school principal/administrator.	<i>Workweek is from Saturday 12:00 a.m. through Friday at 11:59 p.m.</i>

Classified Employees

Classified or support employees will work a minimum of 40 hours per week (unless on a reduced work schedule)*. All employees will follow a work schedule (includes a minimum 30-minute duty-free uninterrupted lunch except for 10:00 p.m.-6:00 a.m. shift.) The Fair Labor Standards Act prohibits non-exempt employees from working more than 40 hours per week without overtime compensation.

*Note: Full Time Transportation Employees work a minimum of 35 hours weekly.

Elementary and Middle School

Teachers, teacher aides, nurses, librarians and counselors will be on duty a minimum of 7-1/2 hours per day (includes 30-minute duty-free uninterrupted lunch) and should be available periodically to attend staff meetings, a maximum of 2-1/2 hours per week. Staff development and parent conferences are not to be considered as part of the time allocated for staff meetings. This additional time will be scheduled by the appropriate principal or program director.

High School

Teachers, teacher aides, nurses, librarians and counselors will be on duty a minimum of 7-3/4 hours per day (includes 30-minute duty-free uninterrupted lunch) and should be available periodically to attend

staff meetings, a maximum of 2-1/4 hours per week. Staff development and parent conferences are not to be considered as part of the time allocated for staff meetings. This additional time will be scheduled by the appropriate principal or program director.

Supplemental Duties

Policies: [DC](#), [DEA](#), [DK](#) and [DL](#)

Non-contractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty. [Supplemental duty assignments are at-will and do not provide property rights to continuation. At any time the employee may resign or the district may terminate the supplemental duty and the pay associated with the supplemental duty. Pay may be prorated if an employee does not complete the assignment.](#)

Breaks, Meal Periods and Rest Periods

Policy: [DK \(Regulation\)](#)

There are no state laws regulating breaks and rest periods. The option to allow an employee to take a break or rest period is left entirely to the discretion of the principal or administrator. If authorized, breaks should be a maximum of 15 minutes, up to twice a day. Teacher aides generally are not given breaks or rest periods.

Brownsville Independent School District follows strict federal guidelines when it comes to meal periods. According to the *Fair Labor Standards Act (FLSA)*, which is a federal statute concerning minimum wages and payment of overtime, a meal period or rest period of less than twenty minutes may not be deducted from the hours an employee works. The time also may not be deducted if the employee is not entirely free from work responsibilities such as having to answer the phone during lunch breaks or during night shifts when only fifteen minutes are allowed for lunch. Otherwise, employees need not be compensated for time spent during a meal period, and mealtime may be deducted from time spent at work.

Performance Evaluations

Policies: [DN Series](#)

An evaluation of an employee's job performance is a continual process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually. Written evaluations will be completed on forms approved by the District. Reports, correspondence, and memoranda also can be used to document performance information. All employees will receive a copy of their written evaluation, participate in a performance conference with their supervisor, and have the opportunity to respond to the evaluation.

Staff Development

Policy: [DMA](#)

Professional or staff development activities are organized to meet the needs of employees and the District. Professional Development for instructional personnel is predominantly campus-based, related to achieving campus performance objectives, addressed in the campus improvement plan, and approved by a campus-level advisory committee. Professional Development for non-instructional personnel is designed to meet the specific licensing requirements (e.g., bus drivers) and continued employee skill development.

Individuals holding renewable SBEC certificates are responsible for obtaining the required training hours and maintaining appropriate documentation.

Employee Involvement

Policy: [BQA](#), [BQB](#)

At both the campus and district levels, Brownsville ISD offers opportunities for input in matters that affect employees and influence the instructional effectiveness of the district. As part of the district's planning and decision-making process, employees are elected to serve on district- or campus-level advisory committees. Plans and detailed information about the shared decision-making process are available in each campus office or Brownsville ISD website.

CHAPTER 4

Compensation and Benefits

General Information

Employees are paid in accordance with administrative guidelines and an established pay structure. The District's pay plans are reviewed by the administration and adjusted as needed. All District positions are classified as exempt or non-exempt according to federal law. Professional and administrative employees are generally classified as exempt and are paid monthly salaries. They are not entitled to overtime compensation. Other employees are generally classified as non-exempt and are paid an hourly wage or salary and receive overtime pay for each hour worked beyond 40 in a workweek.

Salaries and wages are reviewed on an annual basis and adjusted according to the budgeted amounts approved by the Board. Classroom teachers, full-time librarians, full-time nurses, and full-time counselors will be paid no less than the minimum state salary schedule. Contract employees who perform extracurricular or supplemental duties may be paid a stipend in addition to their salary according to the District's extra-duty pay schedule. Certified employees will follow the Board Approved Compensation Plan and established Administrative Guidelines in determining their pay. This applies to assignments of new hires, reassignments, promotions, demotions and voluntary transfers to lower pay grades. Employees should contact the Human Resource Department for more information about the District's pay schedules or their own pay. [Refer to DEA (Local)]

Annualized Compensation

Policy: [DEA](#)

The District pays all salaried employees over 12 months regardless of the number of months their position is employed for during the school year. Salaried employees will be paid in equal monthly payments, beginning with the first pay period of their school calendar. Employees who resign to retire and have fulfilled their contract may continue to receive paychecks through the end of their pay cycle, if requested. An employee who resigns and has completed their contract/calendar may elect to continue enrollment in the District's group health coverage for one or more months of the summer. The employee's share of premiums shall be withheld from the final paycheck. The employee **must** notify the Employee Benefits Department in advance.

Compensation Plan

A Compensation Plan includes guidelines and procedures to maintain an effective position classification and compensation plan.

The District strives to ensure that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other school districts in this area. If employees have concerns about work conditions or compensation, they are strongly encouraged to communicate these concerns openly and directly to their supervisor. Experience has shown that when employees deal openly and directly with supervisors, the work environment can be improved through better communication and more

positive attitudes. Brownsville I.S.D. demonstrates its commitment to employees by responding effectively to employee concerns.

Pay Structure

Policy: [DEA Regulation](#)

The pay structure for all personnel shall be established and maintained by daily or hourly base rates to promote consistent treatment of employees who have different work-year periods. Classified Employees shall follow their respective pay range(s) according to the Board approved compensation plan. Each position shall provide guidelines for minimum and maximum rates based on job worth. Employees shall be paid within the range of daily or hourly rates established for the position assigned. The Superintendent or designee shall assign responsibility for administering the pay structure. Certified Employees (Teachers and Non-Teaching positions paid on the Teacher Scale) will be paid according to their years in Education and their contracted days, and Administrators & Special Assignment employees will be paid by a Board approved salary formula. This formula is explained in the Board approved Compensation Plan in the Appendix.

Pay ranges are established to provide opportunities to increase employee salaries for continued satisfactory service to the District. Employees may advance within the pay range according to the amount of increase approved annually by the Board.

Job Classification

Policy: [DEA Regulation](#)

All positions shall be assigned to pay grades based on the level of skill, effort, and responsibility required of the job assignment. Job classifications or reclassifications for positions shall be based on an assessment of job requirements and comparability to other positions in the District.

Pay Grades

Policy: [DEA Regulation](#)

All wage scales have a minimum and maximum pay range. There are no steps.

Certified employees not falling within the Teacher Scale shall fall within the Administrative & Special Assignment Scale. Four wage scales shall be in effect for classified employees. The pay structure shall consist of pay range structures for the following employee groups or pay families:

Administrative & Special Assignment	Pay Grades 1 through 8 As Per Board Approved Compensation Plan Scale
Manual Trades	Pay Grades 01 through 08 As Per Board Approved Compensation Plan
Clerical-Administrative	Pay Grades 12 through 20 As Per Board Approved Compensation Plan
Technical Support	Pay Grades 22 through 27 As Per Board Approved Compensation Plan
Instructional Support	Pay Grades 31 through 36 As Per Board Approved Compensation Plan

Exempt/Non-Exempt Employees

It is the intent of the Brownsville Independent School District to clarify employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at any time is retained by both the employee and the Brownsville Independent School District.

The Superintendent or designee shall determine the classification of positions or employees as "exempt" or "non-exempt" for purposes of payment of overtime in compliance with the Fair Labor Standards Act.

The following terms will be used to describe the classification of employees and their employment status:

Exempt	The District shall pay employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act (FLSA) on a salary basis. The salaries of these employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA. An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the District's attention, through the district's complaint policy (DGBA). If improper deductions are confirmed, the District will reimburse the employee and take steps to ensure future compliance with the FLSA.
Non-Exempt	Non-exempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for a 40-hour workweek and do not earn additional pay unless the employee works more than 40 hours. A non-exempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to disciplinary action but shall be compensated in accordance with the Fair Labor Standards Act
Full-Time	Employees scheduled to work 40 hours or more per week who also receive District benefits.
Temporary-Substitute	Employees who are hired for a pre-established period. They may work a full-time or a part-time schedule. They are ineligible for District benefits and holiday/vacation pay, if applicable.

Substitute Workers

All substitute teachers, transportation workers, food service workers and custodians will be hired according to the District's Board approved Compensation Plan. In the event that a substitute worker is hired as a full-time employee, then effective upon such placement the employee's salary shall be determined under the guidelines for a new hire, for the pay grade in which such employee is placed.

Temporary Employees

Temporary positions are defined as those positions that are established for less than the Board approved number of workdays per year for teachers and that are intended to be dissolved at the end of the assignment. Temporary positions of four and one-half months or more are non-contractual and with fringe benefits. Temporary positions of less than four and one-half months are non-contractual and do not include fringe benefits.

All temporary employees will be hired according to the District’s Board approved Compensation Plan. In the event that a temporary worker is hired as a full-time employee, then effective upon such placement the employee’s salary shall be determined under the guidelines for a new hire, for the pay grade in which such employee is placed.

Experience as a substitute or temporary employee will not count towards years of experience if hired as a full-time employee.

Paraprofessional and Auxiliary Employees

Support employees are employed at will and receive notification of the required duty days, holidays, and hours of work for their position on an annual basis. Paraprofessionals and auxiliary employees are not exempt from overtime and are not authorized to work in excess of their assigned schedule without prior approval from their supervisor and with final approval by the Superintendent.

Professional Employees

Professional employees and academic administrators are exempt from overtime pay and are employed on a 10, 11, or 12-month basis, according to the work schedules set by the District.

Experience Conversion Table

New employees who are especially skilled at the job they are filling, by virtue of verified years of job related experience, may be placed at a rate between the minimum and midpoint of the pay grade which better compensates for their past experience. For pay purposes, employees returning to the district with less than a year of break in service, who are employed at an equal pay grade position will attain the hourly rate earned before the latest resignation date. Experience as a substitute worker or a temporary employee will not count towards years of experience when a “new hire” is placed as a full-time employee. Percentage increases may be granted for every two (2) years of previous job-related experience in excess of the job description requirement. A year shall be defined as a normal work year period but shall not be less than nine (9) months.

Job related experience means the experience being considered must have a direct relationship or a connection to the position of which the employee is being hired. Job related experience pay must not be offered to an applicant without first acquiring approval of the Superintendent or his designee. In no instance shall the amount exceed 10% or the midpoint range within each pay grade, whichever is less, unless approved by the Superintendent of Schools and the Board of Trustees. ***The conversion table will only be used for new hires at the time of hire and not in cases where current employees are promoted.***

If the Superintendent or his designee determines that compensation for past job experience is appropriate for Classified Employees, the following table will be used:

Years of Experience Beginning Wage

0 – 1	Minimum of Pay Grade
2 - 3	2% above Pay Grade Minimum
4 - 5	4% above Pay Grade Minimum
6 - 7	6% above Pay Grade Minimum
8 - 9	8% above Pay Grade Minimum
10 +	10% above Pay Grade Minimum

Automatic Payroll Deposit

BISD has 100% electronic Automatic Payroll Deposit Program in which their payroll checks are deposited directly to a specified bank or credit union. With automatic deposit, an employee's pay is immediately available on the pay date. Contact the payroll office at 956-548-8391 for more information about the automatic payroll deposit service.

An employee's payroll electronic statement contains detailed information including deductions, withholding information, and the amount of leave accumulated.

It is **the employee's responsibility** to notify the Payroll Office immediately when the amount of a paycheck is in error. Failure to report any error in a timely fashion may result in future payroll adjustments.

Employees must submit a signed *Authorization Agreement for Direct Deposit Form* and return it to the Payroll Department. A personal check marked "VOID", or a preprinted deposit slip with the account number or a savings account card must be submitted in order to verify transit routing number and account number.

The Direct Deposit Authorization Form is effective immediately.

If more than one account is requested, the employee must designate the amount or percentage to be placed in each account. The net amount of your paycheck will be deposited into the employee's primary account.

The employee must notify the Payroll Department before closing any accounts at least seven (7) business days before payday for Monthly Hourly and Monthly Salaried employees and five (5) business days for Biweekly employees. If funds are rejected for an invalid or closed account, replacement checks will not be processed until seven (7) banking days after payday. The *Direct Deposit Authorization Form* must be submitted to the payroll department by the end of each month in order to be effective for the following month's payroll.

Pay Dates

Policy: [DEA](#)

The payroll month for Certified Personnel runs from the first to the last day of the month. All professional employees are paid monthly on the 25th. If the 25th falls on a weekend or holiday, the District shall pay on the first business day before the 25th. Classified Personnel are paid monthly and bi-weekly, depending on their positions.

Paycheck Statement

We make every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we promptly will make any correction that is necessary. Please review your electronic paycheck statement to make sure it is correct. If you believe a mistake has occurred or if you have any question, please contact the Payroll Department immediately. An employee's payroll statement contains detailed information including deductions, withholding information, and the amount of leave accumulated. Paycheck statements will not be released to any person other than the district employee named on the check without the employee's written authorization. Contact the Payroll Department at 956-548-8391 with questions regarding your statement, deductions and payroll amounts.

Overtime Compensation

Policies: [DEAB](#), [DEC](#)

The District compensates overtime for **non-exempt** employees in accordance with federal wage and hour laws. All employees are classified as exempt or non-exempt for purposes of overtime compensation. Exempt employees are ineligible for overtime compensation. Only non-exempt are entitled to overtime compensation. ***Non-exempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor.***

Overtime is legally defined as all hours worked in excess of 40 hours in a workweek and is not measured by the day or by the employee's regular work schedule. Non-exempt employees that are paid on a salary basis are paid for a 40 hour workweek and do not earn additional pay unless they work more than 40 hours.

Employees who must work beyond their normal schedule but less than 40 hours per week will be compensated in straight-time pay or equivalent time off in the same workweek. Employees must work more than 40 total hours in a week to earn overtime compensation. For the purpose of calculating overtime, a workweek begins at 12:01 a.m. Saturday and ends at midnight on Friday.

Employees may be compensated for overtime at time-and-a-half rate with direct pay. The Campus/Department Administrator will determine each employee's daily work schedule. All overtime must have prior approval of their immediate Administrator, the Funding Administrator and the Superintendent prior to any overtime worked.

Compensatory Time

Policy: [DEA](#)

The Brownsville Independent School District has made the determination that employees will be paid overtime. There will be no approved compensatory time accruals.

Promotions

For Classified employees, the current hourly or daily rate shall be utilized and the rate in the new grade shall be determined. The new rate shall increase four (4%) percent for every increase in pay grade to a maximum of twelve (12%) percent or the new grade minimum whichever is greater. If the current hourly or daily rate of pay is above the new grade maximum, no increase is given. Certified employees will follow the Salary Schedule as approved in the Employee Compensation Plan.

Please Note: Promotions and the percentage increases occur with pay grades (within MT, CA, TS, IS). Employees that apply for another position outside of their current pay grade will be treated like a new hire (new employee) and be paid at the minimum of their new pay grade. Additional compensation may be awarded if they have experience (see page 21 of 85).

Demotion to a Lower Grade/Voluntary Transfer

An employee who is demoted according to District procedures or who is transferred or reassigned at the employee's own request to a new position with a minimum hourly or daily rate that is less than the minimum hourly or daily rate of the employee's initial grade shall be treated in the following manner:

1. The current hourly or daily rate shall be utilized and the employee's rate shall be decreased two percent (2%) for every drop in pay grade to a maximum of six (6%); then the employee shall be placed in the new grade. However, the employee's rate shall not be reduced below the minimum pay rate for the new grade. If the employee's hourly or daily rate is above the maximum pay rate of the lower grade, the employee's rate will be adjusted to the maximum of the lower grade.
2. In succeeding years, an increase shall be granted according to any increase approved by the Board. If the employee's hourly or daily rate is above the maximum of the lower grade, the employee's rate will remain unchanged, unless directed by the Board of Trustees. Future increases shall only be given for the amount of inflationary adjustments made to the total pay range unless otherwise authorized by the Board of Trustees.

Transfers

Many factors, such as performance and experience, must be considered in promotions and transfers. However, principals and administrators are strongly encouraged to give every consideration to seniority provided all other criteria are met. The official transfer period takes place once a year at the end of the school year. Employees with the required qualifications for a position may request a transfer to another campus or department. A transfer application must be submitted by the employee online for both certified and classified employees. Requests for transfer during the school year will be considered only when the change will not adversely affect students. All transfer requests will be coordinated by their respective Human Resource Department and must be approved by the receiving-supervisor. Receiving Principals/Administrators must request an Authority to Report to Work from the transferring employee prior to accepting them to the new campus/department.

As per Brownsville, Independent School District School Board Policy, all employees are subject to reassignment by the Superintendent of Schools. ([DK](#) Local)

Lateral Transfers

Policies: [DC](#) & [DK](#)

Advertising of vacancies shall not be required for positions involved in lateral reassignments provided that:

1. The person(s) shall have the proper certification for the position(s); and
2. The jobs are in the same pay grade.

Involuntary Transfer to a Lower Pay Grade

All employees shall be subject to assignment or reassignment by the Superintendent or designee. Involuntary transfers and reassignments will be made in accordance with the best interest of the District. When an employee is given an involuntary transfer or reassignment not resulting from a demotion to a new position with a minimum hourly or daily rate lower than the minimum of the employee's initial grade, no hourly or daily rate reduction will occur for that first year. The employee will continue to work the same required number of days during that first year. The following year their pay and number of days will be commensurate with their assignment and the Board approved Compensation Plan. Future increases shall only be given for the amount of inflationary adjustments

made to the total pay range unless otherwise authorized by the Board of Trustees. Future increases will be based on the midpoint of the new range.

All assignments are subject to re-assignment by the Superintendent if it is in the best interest of the school district.

Last In, First Out

When a reassignment due to enrollment shifts, staffing ratio changes or programmatic needs requires that a teacher (s) or staff member move from one campus to another, the Administrative Guidelines for Reassignment of Teachers/Staff will generally apply. These guidelines are reviewed annually and available in the Human Resource Department.

Biometric Time and Attendance System

All employees are required to use the biometric time and attendance system. The system will monitor time for all non-exempt employees and attendance for exempt employees. Employees who fail to adhere to the time and attendance requirements will be subject to disciplinary action, up to and including, termination.

The timesheet is the only document to be maintained at the department/campus for employee time. It must accurately reflect the actual time worked by the employee. Original timesheets must be submitted to payroll with appropriate documentation and signatures from the employee and department/campus administrator. Copies must be kept at the department/campus for three years.

Monthly and bi-weekly timesheet packets are available at the Payroll Department's webpage at <http://www.bisd.us/payroll/html/Forms.htm> When copying timesheets for employees, it is imperative that both sides of the timesheet are copied. The instructions and conversion chart are necessary for proper completion of the timesheet.

Certified employees are required to log in and out at their respective campus/department to determine presence only not for timekeeping purposes. Absences must also be reported through the Smart-Find Express, if applicable.

Final Payment of Regular Wages

Upon resignation, termination, or retirement, final payment of regular wages will be made on the next available pay date after the employee's last working day. Payments by the end of the month can be made only with approval of the Chief Financial Officer (CFO) if notice is provided by the 10th day of the month in which employment ends and if all hours and absences are reported in writing by the employee's supervisor.

Timesheet for Terminated Employees

A partial timesheet must be submitted five (5) days prior to payday for those classified employees who have terminated employment with the District. This requirement applies to all 220, 226 and 261 day employees only. Failure of the campus/department to notify the Payroll Department will result in an overpayment of the employee.

CLASSIFIED

Employees should not work any hours outside of their scheduled workday unless authorized by the Superintendent or his designee in advance. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on the official timesheet. Employees are prohibited from performing any “off-the-clock” work. “Off-the-clock” means work that you perform but fail to report on the District’s approved time system. If you believe your pay does not accurately reflect all hours worked, you should report your concerns to a supervisor, the Human Resource Department or Payroll Department immediately. The District will not allow any form of retaliation against individuals who report alleged violations.

Employees working overtime without prior approval are subject to disciplinary action up to and including termination.

CERTIFIED

Administrators violating any of the provisions as stated by the Fair Labor Standards Act or in violation of District policy (DK) Regulation are subject to disciplinary action. Administrators permitting compensatory time are subject to disciplinary action.

Payroll Deductions

Policy: [CFEA](#)

Automatic payroll deductions for the Teacher Retirement System of Texas (TRS) and federal income tax are required for all full-time employees. Medicare tax deductions also are required for all employees hired after March 31, 1986. Temporary, substitute and part-time employees who are not eligible for TRS membership must have their Social Security contributions deducted.

In addition to legally required deductions, the Board shall permit voluntary deductions for:

1. Approved Insurance Programs;
2. Annuities/deferred compensation programs;
3. Other cafeteria plan options authorized by the Internal Revenue Service; and
4. Area teachers’ credit unions.
5. Child Support and Spousal Maintenance, if applicable
6. Delinquent Federal Education Loan payments, if applicable.

Employees also may request payroll deduction for payment of membership dues to professional organizations and higher education savings plans or prepaid tuition programs. Salary deductions are automatically made for unauthorized or unpaid leave.

All deductions are divided equally over the monthly and bi-weekly paychecks and initial insurance premiums which are collected in a lump sum to cover current and one future month. Voluntary deductions which may be authorized by employees in writing to the Payroll Department and/or the Employee Benefits & Risk Management Department include certain charitable contributions approved by the board, tax-sheltered annuities, and dues for Board recognized organizations.

Requests for new deductions or changes to existing deductions must be submitted in writing to Payroll Department and/or Employee Benefits/Risk Management Department by the 1st for the mid-month paycheck and by the 10th for the end-of-month paycheck.

Employees may request additional voluntary salary deductions or change the amount(s) of those deductions in accordance with administrative procedures.

Garnishment of Wages

Policy: [CFEA](#)

If the District is required by state or federal law to deduct from the current wages of an employee an amount garnished under a withholding order, the District may deduct monthly an administrative fee from the employee's disposable earnings in addition to the amount required to be withheld under the withholding order.

The administrative fee may not exceed the lesser of:

The actual administrative cost incurred by the District in complying with the withholding order; or \$10.
Civil Practice and Remedies Code 63.006

Reimbursement upon Death Benefits

Policy: [DEC](#)

Upon the death of a person while employed by the District, any un-used portion of the local sick leave balance, up to 30 days, shall be reimbursed one time only at the daily rate of the employee. The employee's designated TRS beneficiary must request reimbursement within 60 days after the date of the death of the employee.

Reimbursement upon Retirement

Policy: [DEC](#)

Upon official retirement under the Teacher Retirement System, any unused portion of the local sick leave balance, up to 30 days, shall be reimbursed one time only at the employee's daily rate. The employee must request reimbursement within 60 days after the effective date of retirement from TRS.

Travel Requests / Travel Expense Reimbursement

Policy: [DEE](#) & **Administrative Guidelines**

All employee travel arrangements must be made through the BISD Travel Department. The Travel Reservation Form and the Request for Professional Leave Form with the required signatures must be submitted to the BISD Travel Department at least 30 days prior to the date of travel. Lodging will be based on the rates listed on the GSA's website.

Before any travel expenses are incurred by an employee, the employee's supervisor and the Superintendent or his designee must give approval on the Request for Professional Leave Form. For approved travel, employees will be reimbursed meals for overnight travel according to the rates on the GSA's website. If the travel site is not listed on the GSA's website, meals will be reimbursed up to the standard maximum rate as stated on the GSA's website. Meals will be prorated when the travel date is less than a full day and the first and last calendar day of travel is calculated at 75 percent. Meal receipts will not be required when using Local Funds (165 & 199), but for all other funds, the meal expenses will be reimbursed for actual cost. As such, receipts will be required before any reimbursement is made.

The District reserves the right to determine the most economical means of travel. For rental cars, the employee will use the following standard to determine the size of the vehicle:

- Four or less - Standard Car / Sedan
- Five to Six - Minivan

If a personal vehicle is used in lieu of rental car(s) to travel outside the Region One area, then the District will reimburse at the lower dollar amount between the rental car rate or the mileage reimbursement rate. In-District and Out-of-District mileage reimbursements will be paid at \$0.45 per mile.

Other travel-related expenses that are listed on the approved Request for Professional Leave Form, such as parking fees, shuttle, etc., require original receipts for reimbursement.

Prepayment Checks

Purchase Orders for Prepayment checks shall have the dates of the event and the date that the prepayment check is needed in order to allow the prepayment clerk sufficient time to process the payment requests. Prepayment checks for meals will only be issued when students are involved in the trip. Prepayments for registration fees will require the registration form and approved Request for Professional Leave Form. The School/Department is responsible for forwarding all prepayment original receipts to the Finance Department within (5) working days after the event.

The Superintendent may approve more than the state approved rate per individual when the travel is required by the District and is reasonable. If travel amounts exceed the rates authorized for state employees, the Campus/Department Administrator shall ensure that accounting records accurately reflect that no state or federal funds were used for the excess amounts.

Benefits

Annuities

An annuity by design provides payments at special intervals. Payment usually begins after retirement. Fixed annuities guarantee a certain payment amount and are considered a relatively safe investment.

Available for individual investors and those who wish to plan for a secure retirement, annuities are an important option to consider. The District uses third-party administrator, US OMNI to administer all individual plans. Employees wishing to withdraw or borrow against their individual account must contact their individual vendor and US OMNI at 1-877-544-6664. They will assist with processing the paperwork on behalf of the District. For more information please contact the Employee Benefits/Risk Management Office at 956-548-8061.

Cafeteria Plan – Section 125

Employees may be eligible to participate in the Cafeteria Plan (Section 125) and under IRS regulations, must either accept or reject this benefit. This plan enables eligible employees to pay certain insurance premiums on a pre-tax basis (i.e. disability, accidental death and dismemberment, cancer, dental and additional term life insurance.) A third-party administrator handles employee claims made on these accounts.

New employees must accept or reject this benefit during their first month of employment. All employees must accept or reject this benefit on an annual basis during the specified time period.

Through a Cafeteria Plan, an employee can customize his/her benefits package based on their individual priorities. In the broadest sense, a cafeteria plan allows an employee to choose between benefits, which are funded by employee dollars.

A participant cannot make any changes in their account(s) during the year unless the participant has a qualifying event as defined by the IRS. For more information on qualifying events, please contact the Employee Benefits Department at 956-548-8061.

Premium contributions are automatically deducted from employee salaries before taxes are taken out. Because their taxable income is reduced by the amount they contribute, employees pay less tax on the money they earn. Employees see a savings in their FICA, federal income taxes.

Teacher Retirement System of Texas (TRS)

All personnel employed on a regular basis for at least four and one-half months are members of the Teacher Retirement System of Texas (TRS). Substitute's not receiving TRS service retirement benefits but who work at least 90 days a year are also eligible for TRS membership and to purchase a year of creditable service. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should notify their respective Human Resource Department as soon as possible. Information on the application procedures for TRS benefits is available from TRS at Teacher Retirement System of Texas, 1000 Red River Street, Austin, Texas 78701-2698 or call 1-800-223-8778 or 512-542-6400. TRS information is also available on the Web at <https://www.trs.texas.gov/Pages/Homepage.aspx>.

Unemployment Compensation Insurance

Policy: [CRF](#)

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service.

Health Insurance Benefits

Policy: [CRF](#)

Group health insurance coverage is available to all full-time employees. The district's contribution to employee insurance premiums is determined annually by the Board of Trustees. Detailed descriptions of insurance coverage, prices, and eligibility requirements are provided to all employees at the Employee Benefits Department or on their website.

The health insurance plan year is from ~~October 1 through September 30th~~ **January 1 through December 31st** of each year. *New employees must complete enrollment forms within the first 31 days of employment.* Current employees must review and make changes to their insurance coverage during the annual open enrollment which normally takes place in August through mid-September. If you are a current employee you can generally only enroll during the Open Enrollment period. Employees should contact the Employee Benefits Department at 548-8061 for more information.

Employees requesting to insure eligible dependents, other than during the open enrollment period, must do so within 30 days of a qualifying event by submitting the application with the premium payment. Supporting documentation, such as birth certificates, marriage certificate, and divorce decree and adoption orders is required showing proof of relationship.

Dependent children are covered up to the age of 26.

Covered employees working fewer than 12 months each year, otherwise considered as still employed by the District, retain their coverage throughout the summer months.

Application for coverage through authorized insurance programs offered to District employees through Board policy is restricted to full-time employees who work a minimum number of hours per week in accordance with the contractual guidelines of each insurance program.

Group Health Insurance

The District offers group health insurance, which may include more than one option to all eligible employees. The District makes a fixed contribution for the cost of the employee's health insurance.

Coverage is available at employee expense for eligible dependents. If a spouse works with the District both employees are covered by the District.

It is the employee's responsibility to add or delete a dependent within the first 30 days of the qualifying event (birth, marriage, adoption, death, divorce, etc.).

To obtain the appropriate forms, contact the Employee Benefits / Risk Management office at (956) 548-8061.

Marketplace Coverage (Options)

Under the Affordable Care Act, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you to evaluate options for you and your family, notice will be provided to all current and new employees about the new Marketplace and the coverage provided to all full-time employee by the District.

The Marketplace offers "one-stop" shopping to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium. Open enrollment for health insurance coverage through the Marketplace begins in October for coverage starting in January. If you have an offer of health coverage from the district that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan.

However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if the district does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from the district to cover you (and not any other member of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage or offers coverage that doesn't meet certain standards. The savings on your premium that you are eligible for depends on your household income.

If you purchase a health plan through the Marketplace instead of the accepting health coverage offered by your employer, then you may lose the employer contribution to the district's group coverage. Please keep in mind that the contribution the district makes for your health coverage is excluded from income tax; however, your payments through the Marketplace are made on an after-tax basis.

The Marketplace can help you evaluate your coverage options, including eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information.

Termination of Group Coverage

Policy: [CRD](#)

Unless otherwise covered by provisions offered in policies DEC (LEGAL) and (LOCAL), coverage shall end on the last day of the month the employee terminates employment with the District.

An employee who resigns after the end of the school year is eligible to continue health insurance coverage until the plan anniversary date of September 30th. The district and the employee must continue its contributions during this time. As a result of this provision, most employees will have coverage during the summer months.

The period for which an employee on military leave may continue health insurance coverage has been extended by federal law from 18 to 24 months.

Employees resigning at the end of a school year, electing to receive their salary throughout the summer, shall continue to be retained as members of the group for the same period. Employees must notify the Employee Benefits Department of their decision to continue insurance or decline it at the time of resignation.

Coverage of qualified beneficiaries shall end on the earliest of the following dates:

1. The required period of coverage expires.
2. The district ceases to provide any group health plan to any employee.
3. Coverage ceases for failure to pay the premium.
4. The qualified beneficiary becomes covered under any other group plan.
5. The qualified beneficiary becomes entitled to Medicare benefits. *42 U.S.C. 300bb-2(2)*

District Policy DEB also addresses continuation of benefits that are available to survivors of District peace officers under certain conditions.

Supplemental Insurance Benefits

Policy: [CRD](#)

At their own expense, employees may enroll in supplemental insurance programs. Premiums for these programs can be paid by payroll deduction. Employees should contact the benefit plan providers directly.

Other Insurance

Dental, cancer, accidental death and dismemberment, hospital confinement, and vision insurance policies are offered to permanent employees and dependents on a voluntary basis.

Disability Insurance

Disability insurance is available to qualified employees through payroll deduction.

Flexible Spending Accounts

As part of the District's benefits plan, we currently offer an employee-funded flexible spending account (FSA) to full-time employees hired on or before January 1 of a calendar year. Plan participants may elect an annual amount of flexible dollars to pay for eligible health care expenses, including medical or dental insurance deductibles, copayments and out-of-pocket costs for vision and other types of care.

The District allows employees to set up a Health Care Reimbursement Account and/or a Dependent Care Assistant Account. Each account will be credited with your contributions and will be reduced by any payment made on your behalf.

As per IRS guidelines, if eligible medical or dental expenses are less than the elected annual amount of flex dollars for that year, the balance will be forfeited.

Group Life Insurance

The District provides all eligible employees with basic life insurance and accidental death and dismemberment. You are eligible on the first business day of the month if you are classified as a “full-time” employee with the District. You must be eligible for insurance and actively at work. You may be required to give the carrier proof of good health. If you have an FMLA leave from active work, which has been certified by the District, then for purposes of eligibility you will be considered to be actively at work. Your coverage will remain in force as long as you continue to meet the requirements as set forth in the FMLA.

Beginning on or after your 65th birthday, the amount of coverage decreases by percentage based on your age.

Additional Life insurance coverage is available to eligible employees and dependents. Policies include accidental death and dismemberment benefits.

COBRA – Consolidated Omnibus Budget Reconciliation Act

This section contains important information about your rights to continue your health care coverage. Upon termination from the District for any reason other than gross misconduct, reduction in hours of employment which includes Temporary Disability Leave, entitlement to Medicare, and loss of dependent child status, an employee may elect to continue group medical coverage at group rates as long as the employee pays the required monthly premium. Details on the conversion of any benefits will be discussed with you at the time of your termination by a personnel representative. You may, of course, request information on this subject at any time prior to actual termination.

COBRA insurance is a temporary continuation of a group plan with a maximum coverage period of 18 months. You will need to find replacement coverage (temporary or permanent) before it expires.

Certain former employees, retirees, spouses, former spouses, and dependent children have the right to temporarily continue health plan membership after losing their coverage eligibility as a result of certain qualifying events. If an employee is entitled to COBRA benefits, the health plan must give a notice within 14 days stating the right to choose to continue benefits provided by the plan. The employee will have 60 days to accept coverage or lose all right to benefits. The District provides COBRA options for your group health.

HIPAA – The Right to Privacy

The privacy provisions of the federal law; Health Insurance Portability and Accountability Act of 1996 (HIPAA), apply to *health information created or maintained by health care providers who engage in certain electronic transactions*, health plans, and health care clearinghouses. Insured and self-funded Group Health Plans and health insurance carriers that offer group Health Insurance Coverage must comply with HIPAA’s pre-existing condition, special enrollment, and nondiscriminatory requirements.

HIPPA also governs the privacy and security of health information and requires that claims information be exchanged in a standardized format.

For more information or to reach the Department of Health & Human Services you may contact: U.S. Department of Health & Human Services - 200 Independence Ave., S.W. Washington, D.C. 20201 Telephone: 202-619-0257 - Toll Free Number: 1-877-696-6775

A list, by subject, of Websites and public inquiry and publication phone numbers for popular topics: <http://www.hhs.gov/about/referlst.html>

Employee Consent for use and Disclosure of Protected Health Information (PHI)

Texas Health & Safety Code Ann. § 181 *et seq.* (2002), specifically adopts privacy standards relating to: (i) an individual's access to his/her "protected health information" (PHI); (ii) amendment, or correction of PHI in records; (iii) uses and disclosures of PHI; and (iv) notice of privacy practices for PHI. Texas law applies additional constraints, more stringent than those in HIPAA, on uses and disclosures of PHI for several purposes, including marketing.

The District, as required by federal and state law, is dedicated to maintaining the privacy of each employee's identifiable health information. The District is also required by law to provide the employee with a notice of privacy practices concerning *Individually Identifiable Health Information* (IIHI). To find out more about what information is allowed by law to be disclosed contact: Employee Benefits / Risk Management Office at 956-548-8061.

Women's Health and Cancer Rights

The law mandates that a medical program enrollee receiving benefits for a medically necessary mastectomy who elects breast reconstruction after the mastectomy, will also receive coverage for:

- ✓ Reconstruction of the breast on which the mastectomy has been performed.
- ✓ Surgery and reconstruction of the other breast
- ✓ Prosthesis
- ✓ Treatment of physical complications of all stages of mastectomy, including lymphedemas.

This coverage will be provided in consultation with the attending physician and the patient, and will be subject to the same annual deductibles and coinsurance provisions that apply for the mastectomy.

As noted, the Brownsville Independent School District's medical plan already includes this coverage. However, the law requires that each medical program enrollee be notified of this coverage.

GINA

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that employees and health care providers do not provide any genetic information in any medical certification. "Genetic information", as defined by GINA, includes an individual's family medical history, the results of an individual's or family

member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Additional Information – Fair Labor Standards Act

Copies of Wage and Hour Division publications may be obtained by contacting the nearest office of the Wage and Hour division listed in most telephone directories under U.S. Government, Department of Labor or by calling this toll free number 1-866-4USWAGE.

CHAPTER 5

Leaves and Absences

The District offers employees paid and unpaid leaves of absence in times of personal need. Employees who have personal needs that require long leaves of absence should contact their immediate principal or supervisor and their appropriate HR Department. Employees who take unpaid leave of absence may continue their insurance benefits at their own expense. Health care benefits for employees on leave authorized under the Family and Medical Leave Act will be paid by the District as they were when they were working. Otherwise, the District does not make benefit contributions for employees who are on unpaid leave.

Employees must follow District, department or campus procedures to report or request any leave of absence and complete the appropriate leave request form. The leave request form may be found on-line at http://www.bisd.us/humanresources/html/03_Medical.htm. Any employee who is absent more than (5) days because of personal illness or three (3) days for family illness must **submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and—in the case of personal illness—the employee’s fitness to return to work. All employees that are out for more than (5) five consecutive days must submit a medical certification to HR Department and receive a clearance (Authority to report to work).**

This handbook describes the basic types of leave available and restrictions on leaves of absence. Employees who expect to be absent for an extended period of more than five days should call Human Resource Department for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the district.

Leave shall be recorded by the hour for non-exempt employees (not in portions of an hour). All leaves and absences shall be recorded on the absence report and the timesheet/timecard. For certified personnel employees, sick leave is recorded in half and/or whole workdays. If an employee leaves the District before the end of the work year, the cost of any unearned leave days taken shall be deducted from the employee’s final paycheck. Salaries and wages are reviewed on an annual basis and adjusted according to the budgeted amounts approved by the board.

State Sick Leave

Previously accumulated *state* sick leave is available for use and may be transferred to other school districts in Texas. Sick Leave can be used in hourly increments for classified employees except when coordinated with Family and Medical Leave taken on an intermittent or reduced-schedule basis or when coordinated with worker’s compensation benefits. Certified employees may use their Sick Leave in half-day and whole day increments. However, if an employee is taking family and medical leave, leave shall be recorded in one-hour increments.

Sick leave may be used for the following reasons only:

- ✓ Employee illness;
- ✓ Illness in the employee’s immediate family;
- ✓ Family emergency (i.e. natural disasters or life-threatening situations);
- ✓ Death in the immediate family;
- ✓ Active military service; or

Local Sick Leave

Policy: [DEC](#)

All full-time personnel shall earn local sick leave at the rate of one-half equivalent workday for each 18 workdays of employment, concurrently with state leave, up to the local maximum of six equivalent workdays per year. All employees shall accumulate local sick leave without limit.

Local sick leave may be used for personal illness, illness or death in the immediate family, family emergency, or for first year care following the birth of an employee's son or daughter or the placement of a child with the employee for adoption or foster care.

Local sick leave is nontransferable and shall be taken with no loss of pay. Unused earned local sick leave shall be credited to an employee upon reemployment.

Personal Leave

State law entitles all full-time employees to five days of paid personal leave per year. Personal leave is available for use at the beginning of the year. A day of personal leave is equivalent to the number of hours per day in an employee's usual assignment, whether full-time or part-time. There is no limit on the accumulation of state personal leave, and it can be transferred to other Texas school districts and is generally transferable to education service centers. Personal leave may be used for two general purposes: nondiscretionary and discretionary.

Nondiscretionary

Leave taken for personal or family illness, family emergency, a death in the family, or active military service is considered nondiscretionary leave. This type of leave allows very little or no advanced planning and may be used in the same manner as state sick leave.

Discretionary

Leave taken at an employee's discretion that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary personal leave must submit a notice of the request three (3) days in advance of the anticipated absence to his or her principal or supervisor. The reasons for which personal leave may be used shall not be limited by the District. Discretionary personal leave will be granted on a first-come, first-served basis. The effect of the employee's absence on the educational program or department operations, as well as the availability of substitutes, will be considered by the principal or supervisor.

Duration

Discretionary personal leave may not be taken for more than five (5) consecutive days, except in extenuating circumstances as determined by the Superintendent or designee.

Schedule Limitations

[As per Administrative Guidelines](#), Discretionary leave shall not be allowed on the day before or after a school holiday, professional or staff development days, or the state-mandated assessment testing days. Exceptions can only be granted by the Superintendent.

Recording of Leave

Policy: [DEC](#)

An employee may designate whether to use state sick leave accrued before May 30, 1995, state personal leave, local sick leave or non-working/vacation days. If no designation is made or an absence from duty form is not submitted, local leave shall be used first. All available leave must be used before an employee's pay is reduced.

The employee will be charged leave even if a substitute was not used. All used-unearned leaves will be deducted from your final salary paycheck if you terminate your job before the end of the year.

It is important to note that a uniform enforcement of a reasonable absence-control rule is not retaliatory discharge. For example, a District that terminates an employee for violating a reasonable absence-control provision cannot be liable for retaliatory discharge as long as the rule is uniformly enforced.

Leave Availability

Policy: [DEC](#)

Leave Proration. If an employee separates from employment with the district before his or her last duty day of the year, or begins employment after the first duty day, state personal leave will be prorated based on the actual time employed. When an employee separates from employment before the last duty day of the school year, the employee's final paycheck will be reduced by the amount of state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Assault Leave

Policy: [DEC](#)

Assault leave provides extended job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of his or her job.

An incident involving an assault is a work-related injury, and should be immediately reported to the immediate supervisor. The supervisor will notify the human Resource Department.

An injury is treated as an assault if the person causing the injury could be prosecuted for assault or could not be prosecuted only because that person's age or mental capacity renders the person non-responsible for purposes of criminal liability.

An employee who is physically assaulted at work may take all the leave time medically necessary (up to two years) to recover from the physical injuries he or she sustained. At the request of an employee, the district will immediately assign the employee to assault leave. Days of leave granted under the assault leave provision will not be deducted from accrued personal leave and must be coordinated with workers' compensation benefits. Upon investigation the district may change the assault leave status and charge leave used against the employee's accrued paid leave. The employee's pay will be deducted if accrued paid leave is not available.

Bereavement (Funeral) Leave

Use of state leave and/or local sick leave for death in the immediate family shall not exceed **five (5)** workdays per occurrence. The employee may be required to furnish documentation.

Development Leaves of Absence

Policy: [DEC](#)

The Board may grant a developmental leave of absence for study, research travel, or other suitable purpose to an employee working in a position requiring a permanent teaching certificate who has served in the District at least five consecutive school years. A developmental leave of absence may be granted for one school year at one-half regular salary or for one-half of a school year at full regular salary. Payment to the employee shall be made periodically by the District in the same manner, on the same schedule, and with the same deductions as if the employee were on full-time duty. An employee on developmental leave shall continue to be a member of the Teacher Retirement System of Texas and shall be an employee of the District for purposes of participating in programs, holding memberships, and receiving benefits afforded by employment in the District. *Ed Code 21.452*

Leave of Absence for Professional Personnel

All professional contractual personnel engaged exclusively in administrative or teaching service shall be entitled to one academic year's leave of absence without pay after completion of three consecutive years of service, or, in meritorious cases, upon completion of less than three years of service, when in the opinion of the Superintendent an applicant is entitled to special consideration:

1. Serious illness of applicant's immediate family member.
2. Desire of applicant to study in an institution of higher learning on a full-time basis.
3. Extensive travel that may be considered of equal educational value to training in an institution of higher learning.

Voluntary Transfer of Days

Policy: [DEC \(Legal\)](#) / **Administrative Guidelines**

The District Voluntary Transfer of Local Days shall be established by voluntary donations for District staff that do not participate in the Sick Leave Bank program. Local sick leave days are for the purpose of assisting a fellow employee who has a catastrophic illness or disability. The plan can also be established for the employee who has an immediate family member with a catastrophic illness or disability. The employee may participate in the voluntary transfer of days until he or she has used a cumulative lifetime total of 30 days as eligible. Any donated days will be transferred immediately to the recipient upon approval from the Human Resources Department. Recipient will keep all donated days. [Only Full-Time employees are eligible to receive and or transfer local days. Once an employee resigns, retires or is deceased, the employee is no longer eligible to participate in the Voluntary Transfer of Local Days Program.](#)

Definitions

"Immediate Family" – For the purpose of the Voluntary Transfer of Local Days, the definition of the immediate family shall be the same definition used for the Family and Medical Leave Act as delineated by DEC (LOCAL). Specifically:

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son-or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands in *loco parentis*.
3. Parent, stepparent, parent-in-law, or other individuals who stands in *loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law

5. Grandparent and grandchild
6. Any person residing in the employee's household at the time of illness or death

For purposes of family and medical leave, the definition of family is limited to spouse, parent, son or daughter, and next of kin.

"Employee" – means a full-time employee of the Brownsville Independent School district.

"Catastrophic illness" – means an extended critical illness, surgery, injury, or temporary state of disability due to non-work related injury or illness. It requires the services of a licensed medical practitioner for a prolonged period of time and an extended absence from work for treatment or recovery where the absence extends after the employee has exhausted all accumulated state personal and local sick leave, and non-working days. Pregnancies without serious complications are not considered to be catastrophic illnesses covered under the extended sick leave plan. The person, through a catastrophic illness, must be unable to perform the duties of his/her positions for an extended time.

"Licensed Practitioner" – means a person who is licensed to practice medicine within the United States.

"Voluntary Transfer of Days Committee" - means the committee appointed to administer the extended Transfer of Local Days. The committee shall be comprised of the Certified and Classified Human Resource Administrators, one (1) Human Resource Specialist, one (1) Human Resource Officer, one (1) Human Resource campus advisory representative, a Clerical Trades or Manual Trades employee, the Employee Benefits/Risk Management Administrator and a representative for Health Services. The committee chair shall appoint the clerical/manual trades members.

School year – For the purpose of this program, the school year is defined as July 1st through June 30th.

Earned Sick Leave Days – sick leave days are earned "at the rate of one-half equivalent workday for each 18 workdays of employment, concurrently with state leave, up to the local maximum of six equivalent workdays per year. All employees shall accumulate local sick leave without limit." DEC (LOCAL)

Sick Leave Bank

The District has developed a Sick Leave Bank for the purpose of assisting a fellow employee who has a catastrophic illness or disability or for an employee who has an immediate family member with a catastrophic illness or disability. The bank is comprised of voluntary donations from sick leave bank members from their local sick leave days. District personnel shall maintain the sick leave bank from voluntary contributions of one (1) day annually per employee. Enrollment is held October 1st of each year. Use of the sick leave bank days will run concurrent with family and medical leave and temporary disability days. This sick leave bank shall not be considered an extension beyond available leaves as allowed for by District policy. Only employees who have donated are eligible to withdraw days from the bank. Sick leave bank days cannot be used towards Retirement payout.

An employee must first have used all state personal and local sick leave, and non-working days, if applicable, and been docked two (2) days of full pay deductions. Donated days shall be applied only to absences beyond the two full pay deductions. To qualify, the employee must have been absent with current personal or family catastrophic illness. The request shall be made within no more than two working days of learning of the need for extended leave. When the need for extended sick leave is not foreseeable, an employee shall provide notice to the District as soon as possible.

The sick leave bank has **not** been established for elective procedures or any procedure that could be scheduled at a time more compatible with work responsibilities without detriment to the employee's health.

At the time of retirement, an employee may select, on a voluntary basis, to contribute up to ten days (10) that are in excess of the local unused sick leave days. In the event that a retiree chooses to return to BISD, the retiree waives all rights to those donated days except for eligibility as a full time active retiree with a catastrophic illness.

Membership in the Sick Leave Bank shall be automatically renewable each year. An employee wishing to discontinue membership shall make that request to the Human Resource Department, in writing, during the enrollment period of any given year. Eligibility to receive Sick Leave Bank days is limited to full-time employees who are contributors to the program.

Activation of bank days shall be in increments of twenty (20) days until the maximum eligible days are reached. A new Sick Leave Withdrawal Application must be filed for each subsequent activation of days. Days activated may be used intermittently.

Any employee discovered to be abusing or manipulating this program will automatically be barred from participation and may be subject to disciplinary action up to and including termination of employment with demand for restitution.

The number of donated days each individual employee shall be eligible to receive shall be determined by multiplying by five (5) the number of years a person has been employed in the District with a cumulative lifetime maximum of 110 days.

Continuation of Health Insurance

Policy: [DEC](#) & Administrative Guidelines

Employees on an approved leave of absence other than family and medical leave may continue their insurance benefits at their own expense. Health insurance benefits for employees on paid leave and leave designated under the Family and Medical Leave Act will be paid by the district as they were prior to the leave. Otherwise, the district does not pay any portion of insurance premiums for employees who are on unpaid leave.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

The following text is from the federal notice, *Employee Rights and Responsibilities under the Family and Medical Leave Act*. Specific information that the district has adopted to implement the FMLA follows this general notice.

Basic Leave Entitlement

The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or

- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

An eligible employee whose spouse, son, daughter or parent is on covered active duty or called to covered active duty status may use his or her 12 –week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status, or is on the temporary disability retired list. It also includes a family member who is a veteran with an illness or injury that occurs in the line of duty while on active duty and manifests itself before or after the service member became a veteran. The veteran must have been on active duty during the five years preceding the need for treatment, recuperation, or therapy.

****The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definitions of “serious health condition”.***

Benefits and Protections

During FML, the employer must maintain the employee's health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FML cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer with 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement maybe met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit with a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while take FMLA. In order to use paid leave for FMLA, employees must comply with the district's normal paid leave policies.

Employee Responsibilities

Employee must provide 30 days advanced notice of the need to take FMLA when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employee must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job function; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under the FMLA. If they are eligible, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FML and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FML, the employer must notify the employee.

Unlawful Acts by Employers

The FMLA makes it unlawful for any employer to : interfere with, restrain, or deny the exercise of any right protected under the FMLA; discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

The FMLA does not affect any Federal or State law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. §2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. §825.300 (a) may require additional disclosures.

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
www.wagehour.dol.gov

LOCAL FAMILY AND MEDICAL LEAVE PROVISIONS

Policies: [DEC](#) & [DECA](#)

Eligible employees can take up to 12 weeks of unpaid leave in the 12-month period from July 1 through June 30.

Use of Paid Leave

FML runs concurrently with accrued sick and personal leave, temporary disability leave, compensatory time, assault leave, and absences due to a work-related illness or injury. The district will designate the leave as FML, if applicable, and notify the employee that accumulated leave will run concurrently.

Combined Leave for Spouses

A husband and wife who are both employed by the district are limited to a combined total of 12 weeks of FML to care for a parent with a serious health condition; or for the birth, adoption, or foster placement of a child. Military caregiver leave for spouses is limited to a combined total of 26 weeks.

Continuation of Benefits and Job Restoration

Eligible employees are entitled to continue their health care benefits under the same terms and conditions as when they were on the job and are entitled to return to their previous job or an equivalent job at the end of their leave. Under some circumstances, teachers who are able to return to work at or near the conclusion of a semester may be required to continue their leave until the end of the semester.

Intermittent Leave

When medically necessary or in the case of a qualifying exigency, an employee may take leave intermittently or on a reduced schedule. The district does not permit the use of intermittent or reduced-schedule leave for the care of a newborn child or for adoption or placement of a child with the employee.

Military Service Family Leave

Policy: [DECA](#)

An eligible employee is entitled to leave to care for an active duty military service member who incurs a serious illness or injury in the line of duty. The service member must be the employee's spouse, child, parent, or next of kin. An eligible employee may take up to 26 weeks on a one-time basis to provide care to a covered service member. Certification of the need for family military leave is required.

Military Leave

Any employee who is a member of the Texas National Guard, Texas State Guard, or reserve component of the United States Armed Forces will be granted a paid leave of absence without loss of any accumulated leave for authorized training or duty orders. Paid military leave will not exceed 15 days each fiscal year. In addition, an employee is entitled to use available state and local personal or sick leave during a time of active military service.

Reemployment after Military Leave

Employees who leave the District to enter into the United States uniformed services or who are ordered to active state military duty (Texas National Guard or Texas State Guard) may return to employment if they are honorably discharged. Employees who wish to return to the District will be reemployed in the position they would have held if employment had not been interrupted or reassigned to an equivalent or similar position provided they can be qualified to perform the required duties. Employees returning to work following military leave should contact Human Resource. In most cases, the length of military service cannot exceed five years, and the employee must apply for reemployment with the period of time specified in law.

Continuation of Health Insurance

Policy: [DECB](#)

Employees who perform service in the uniformed services may elect to continue their health plan coverage at their own cost for a period not to exceed 24 months. Employees should contact the [Employee Benefits/Risk Management Department](#) for details on eligibility, requirements, and limitations. [For additional policy information refer to policy DEC (Legal)]

Temporary Disability Leave

A temporary disability leave of absence is provided for each full-time employee for [each full-time employee whose position requires educator certification by the State Board of Educator Certification or by the District](#) for temporary disability in accordance with provisions of District policy DEC. The maximum length of temporary disability leave for regular full-time employees shall be 180 calendar days. Employees must apply for temporary disability leave on a District form after paid leaves are exhausted. The District may assign the employee to Temporary Disability upon the expiration of Family and Medical Leave. Temporary Disability leave runs concurrently with applicable paid leave and family and medical leave.

At 30-day intervals, an employee on temporary disability leave for his or her own serious health condition shall provide medical certification of the illness or disability and a functional assessment on a form provided by the District. The failure of the employee to provide medical certification at 30-day intervals shall constitute a violation of policy and neglect of duty, which are grounds for termination.

Placement on Temporary Disability

Policy: [DEC](#)

The Superintendent shall have authority to place an employee on temporary disability leave, as appropriate, when in the judgment of the Superintendent in consultation with the physician who has performed the medical exam; the employee's condition interferes with the performance of regular duties.

Non-Working Days

Policy: [DED](#)

Non-working days are sets of days in which staff do not work. Non-working days do not accumulate from year to year. To qualify for a non-working day an employee must work 220 or more days. Some employees may or may not qualify if in a campus setting, i.e., campus principal. The Superintendent shall determine the number of duty days for each employee each year. It is the responsibility of the employee to verify their starting and ending dates.

An employee shall lose non-working days if not taken by August 31st. Non-working days will be governed by the following provisions:

At the beginning of each fiscal year (July 1), employees will be informed of the number of workdays as shown in the Employee Compensation Plan manual. For example: if the official 12-month school calendar, July 1-June 30, lists 237 possible working days, not counting days designated as holidays, the difference between the number of workdays on the official school calendar and the number of designated duty days for the employee determines the number of non-duty days for the year. These days may be taken at the discretion of the employee, subject to the approval of the department administrator.

Final settlement with employees who resign during the year will be made on the basis of payment of salary for the number of days actually worked during that year.

On August 31st any unused non-work days from the year will be lost unless the Superintendent extends the time.

Child Care Leave

Policy: [DEC](#)

All full-time employees may request a child care leave without pay for up to one academic year following the birth of an employee's son or daughter or the placement of a child with the employee for adoption, foster care, or legal guardianship. Father and mother may not take child care leave simultaneously. Child care leave shall run concurrently with family and medical leave and sick leave, when eligible.

Religious Observations

Policy: [DEC](#)

Leave may be granted by the Superintendent to employees for observance of their religious holidays not already covered by the school calendar. Requests for leave must be submitted at least five (5) working days prior to the first day of the leave.

Jury Duty

Policy: [DEC](#) & [DG](#)

The district provides paid leave to employees who are summoned to jury duty including service on a grand jury. [The District will not discharge, threaten to discharge, intimidate, or coerce any regular employee because of juror or grand juror service or for the employee's attendance or scheduled attendance in connection with the service in any court in the United States.](#) Employees who report to the court for jury duty may keep any compensation the court provides. An employee should report a summons for jury duty to his or her supervisor as soon as it is received and may be required to provide the district a copy of the summons to document the need for leave.

An employee may be required to report back to work as soon as they are released from jury duty. The supervisor may consider the travel time required and the nature of the individual's position when determining the need to report to work. A copy of the release from jury duty or documentation of time spent at the court may be required.

Other Court Appearances

Policy: [DEC](#)

Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave. If accumulated leave time is not available, the employee may take leave without pay. Employees may be required to submit documentation of their need for leave for court appearances.

Authority to Return to Work Letter

Policy: [Administrative Guidelines](#)

All employees returning from a leave of absence for temporary disability, family and medical leave, transferring, being reassigned, or promoted must obtain an Authority to Report to Work letter from their respective Human Resource Department before reporting to their campus or department.

An employee must obtain an Authority to Report to Work prior to reporting or returning to the campus. If the employee reports to work they shall be sent directly to the Human Resource Department to verify clearance to report.

Expiration of Available Leave

Policy: [Administrative Guidelines](#)

Upon the expiration of all leaves for which an employee is eligible, if the employee has not returned to work, the District shall provide the employee with written notice that his or her leave has expired. The employee has ten calendar days within which to apply for any other leave for which the employee may be eligible, or to notify the District in writing that the employee is ready, willing, and able to return to work. A medical clearance showing that the employee is physically able to perform the essential functions of his or her position, given reasonable accommodations, if necessary, must be submitted.

An employee who does not apply for and receive approval of such additional leave, and who does not report and document his or her availability and fitness to return to work, within such ten-day period

shall be deemed to have voluntarily resigned his or her employment with the District, effective immediately upon the expiration of the ten-day period designated in such notice, and shall be offered health benefits according to COBRA.

In the event that such employee shall subsequently apply for reemployment with the District, the fact that such employee had previously taken such leave, and the fact that such employee failed to return to work upon the expiration of such leave, shall not be grounds for denial of such new employment.

Failure to Return to Active Duty

In the event that an employee on family and medical leave, on temporary disability leave, or who is receiving workers' compensation benefits fails to return to work within 30 calendar days after the effective date of the last medical certification on file, the District shall provide such employee with written notice that the medical certification in question has expired, and that the employee has ten calendar days within which to provide a current medical certification, or to notify the District in writing that the employee is ready, willing and able to return to work, accompanied by a medical clearance showing that the employee is physically able to perform the essential functions of his or her position, given reasonable accommodations, if necessary.

An employee who neither provides such current medical certification nor reports his or her availability to return to work within such ten-day period shall be deemed to have voluntarily resigned his or her employment with the District, effective upon the ten-day period designated, and shall be offered health benefits according to COBRA. [See DFAA, DFBA, and DFCA for termination of contract employees]

Non-Accrual of Vacation and Non-Working Days

Policy: [DED](#)

All classified and certified personnel who are eligible for vacation leave shall take paid vacation or unpaid nonworking days by August 31st of every year upon approval of their immediate supervisor. Paid vacation or unpaid nonworking days shall be earned according to the District formula and may not be accrued.

Vacation and Holiday Eligibility Criteria

Policy: [DED](#)

Employees who receive paid holidays are required to be at work the day before and the day after a holiday, if those are scheduled work days, to be eligible for holiday pay unless written medical, physical, or other justification is provided to their respective administrators prior to the absence.

Eligible, full-time, nonprofessional employees shall receive paid holidays and paid vacation days after 60 days' employment on a pro rata basis according to the schedule approved annually by the Board of Trustees during the budget process. A continuing employee, who has a break in service due to an approved unpaid leave of absence and is reinstated later during the school term, shall earn a prorated number of vacation days based on the number of completed days he or she actually worked for that school term. Vacation days shall be paid as whole days only. No credit shall be given for partial days.

Workers' Compensation Benefits

Effective August 1, 2013, the District has adopted a Workers Compensation Section 504 Health Care Panel in accordance with Section 504.053(b) (2) of the Texas Labor Code. The District is committed to promoting a safe and healthy work environment. The program will consist of a selective provider panel

of treating physicians, providers and medical specialists, all who are committed to providing you with the best medical care should a work-related illness or injury occur. Except in the case of an emergency, you will be required to obtain medical care from our 504 Provider Panel. Employees choosing workers compensation benefits may only visit a health care provider approved by the District, properly credentialed and listed on the District approved Provider Panel list.

An employee absent from duty because of a job-related illness or injury will be assigned to Family and Medical Leave or Temporary Disability Leave, if applicable. Contact Human Resource Department for more information. You can also find forms on Human Resource Department web page. They also may be eligible for workers' compensation weekly income benefits if the absence exceeds seven (7) calendar days. Employees are required to report an accident immediately to their Supervisor or Safety Coordinator. The Safety Coordinator shall submit the signed Employer's First Report of Injury document to the Employee Benefits Department upon completion Section 409.005, Texas Workers' Compensation Act requires an Employer's First Report of Injury or Illness (DWC Form-001 Rev. 10/05) to be filed with the Workers' Compensation Insurance Carrier no later than the eighth day after the receipt of notice of occupational disease, or the employee's first day of absence from work due to injury or death.

An employee choosing to use paid leave will not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-illness or injury wage. If the use of paid leave is not elected, then the employee will only receive workers' compensation wage benefits for any absence resulting from work-related illness or injury, which may not equal his or her pre-illness or injury wage.

Upon depletion of paid leave benefits, expiration of family and medical leave, and temporary disability leave, as applicable, the employee receiving workers' compensation wage benefits will be offered health benefits under COBRA. (See page 32 Recommended)

LABOR CODE - TITLE 5. WORKERS' COMPENSATION, SUBTITLE A. TEXAS WORKERS' COMPENSATION ACT, CHAPTER 415. ADMINISTRATIVE VIOLATIONS, SUBCHAPTER A. PROHIBITED ACTS, Sec. 415.008.

FRAUDULENTLY OBTAINING OR DENYING BENEFITS: ADMINISTRATIVE VIOLATION. (A) A person commits an administrative violation if the person, to obtain or deny a payment of a workers' compensation benefit or the provision of a benefit for the person or another, knowingly or intentionally: (1) makes a false or misleading statement; (2) misrepresents or conceals a material fact; (3) fabricates, alters, conceals, or destroys a document; or (4) conspires to commit an act described by Subdivision (1), (2), or (3). (B) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 1162, Sec. 37(5), eff. September 1, 2011. (C) A person who has obtained an excess payment in violation of this section is liable for full repayment plus interest computed at the rate prescribed by Section 401.023. AND Failure to adhere to the Texas Workers' Compensation Act and the district's procedures may result in disciplinary action up to and including termination of employment with demand for restitution.

Teacher Exchange Program

Policy: [DEC](#)

The Board may grant a leave of absence for the Fulbright Teacher Exchange Program to professional employees who have served in the District for five consecutive school years. This leave of absence may be granted for one school year at full salary. Payment to the employee shall be made by the District in the same manner, on the same schedule, and with the same deductions as if the employee were on full-time duty.

An employee on this leave shall be an employee of the District for the purposes of participating in programs, holding memberships, and receiving benefits afforded by employment with the District. This leave shall be limited to two professional employees each school year, and the selection shall be made by a committee appointed by the Board. This committee shall also have the responsibility of approving the foreign exchange teacher. This selection shall be made in accordance with the equal employment opportunity criteria outlined in DAA (LOCAL).

CHAPTER 6

Resignations and Terminations

All resignations shall be submitted in writing to the Superintendent or their designee. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. The Board delegates to the Superintendent the authority to accept resignations in accordance with the requirements of District policy. Once submitted and accepted, a resignation may not be withdrawn without consent of the Board or its designee.

Contract employees may not resign during the school year, after active duty has begun, without the consent of the Board or its designee.

Resignation Deadline

Policy: [DFE](#)

An educator employed under a probationary contract for the following school year, or under a term or continuing contract, may relinquish the position and leave District employment at the end of the school year without penalty by filing a written resignation with the Board or the Board's designee not later than the 45th day before the first day of instruction of the following school year. A written resignation mailed by prepaid certified or registered mail to the Board President or the Board's designee at the post office address of the District is considered filed at the time of mailing. The educator may resign, with the consent of the Board or the Board's designee, at any other time.

Resignation of Contract Employees

Contract employees may resign their position without penalty at the end of any school year if written notice is received 45 days before the first day of the instruction of the following school year. A written notice of resignation should be submitted to the Human Resource Department. A written resignation mailed by prepaid certified or registered mail to the Board President or the Board's designee at the post office address of the District is considered filed at the time of mailing.

Contract employees may resign at any other time only with the approval of the Superintendent or the Board of Trustees. Resignation without consent may result in disciplinary action by the State Board for Educator Certification (SBEC).

[The principal is required to notify the superintendent of an educator's resignation within seven business days following an alleged incident of misconduct for any of the acts listed in Reports to Texas Education Agency on page 52.](#) The superintendent will notify SBEC when an employee resigns and reasonable evidence exists to indicate that the employee has engaged in any of the acts listed in the Reports to the State Board for Educator Certification found later in this chapter.

If the resignation is submitted after the penalty-free resignation date established by law, acceptance is contingent on finding a suitable replacement.

Resignation of Non-Contract Employees

Policy: [DFE](#)

Non-contract employees may resign their positions at any time. A written notice of resignation should be submitted to their immediate supervisor at least two weeks prior to the effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so.

The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct of abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or knew about an employee's resignation or termination following an alleged incident of misconduct described above.

Dismissal or Nonrenewal of Contract Employees

Policies: [DFAA](#), [DFAB](#), [DFBA](#), [DFBB](#), [DFCA](#), [DFD](#), [DFE](#)

Employees on probationary, term, and continuing contracts can be dismissed during the school year or non-renewed at the end of the year according to the procedures outlined in district policies. Contract employees dismissed during the school year, suspended without pay, or subject to a reduction in force are entitled to receive notice of the recommended action, an explanation of the charges against them, and an opportunity for a hearing. The timelines and procedures to be followed when a suspension, termination, or nonrenewal occurs will be provided to in written notice when given to an employee. Advance notification requirements do not apply when a contract employee is dismissed for failing to obtain or maintain appropriate certification or whose certification is revoked for misconduct. Information on the time lines and procedures can be found in the District Policy [DF series](#) policies that are provided to employees or are available on-line.

Dismissal of Noncontract Employees

Policy Policies: [DCD](#) & [DP](#)

Noncontract employees are employed at will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. It is unlawful for the District to dismiss any employee for reasons of race, color, religion, gender, national origin, age, disability, military status, genetic information, any other basis protected by law, or in retaliation for the exercise of certain protected legal rights. Noncontract employees who are dismissed have the right to grieve the termination. The dismissed employee must follow the District process outlined in this handbook and District policies when pursuing the grievance. (See Complaints and Grievances in this handbook and District Policy [DGBA](#))

The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct of abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or knew about an employee's resignation or termination following an alleged incident of misconduct described above.

At-will employees who are dismissed shall receive pay through the end of the last day worked.

A Recommendation for Termination must be submitted and approved by the Superintendent prior to releasing a full-time employee. A written recommendation on a District approved form shall be submitted for classified personnel to the Administrator for Classified Personnel for review. An employee may not be sent home, suspended or terminated without prior written authorization by the Superintendent. Upon obtaining the approval of the Superintendent, the Assistant Superintendent for Human Resources and/or their designee shall notify the employee of the termination action and of the employee's rights under the law and District policy.

Discharge of Convicted Employees

Policy: [DF](#)

The district shall discharge any employee who has been convicted of or placed on deferred adjudication community supervision for an offense requiring the registration as a sex offender or convicted of a felony under Title 5 Penal Code if the victim was a minor.

If the offense is more than 30 years before the date the person's employment began or the person satisfied all terms of the court order entered on conviction the requirement to discharge does not apply.

Exit Interviews and Procedures

Every attempt will be made to conduct an exit interview for employees who leave employment with the District. These interviews shall be conducted in accordance with administrative procedures and will include information regarding recommendations for rehire.

Exit interviews will be scheduled for all employees leaving the district. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time. Separating employees are asked to provide the district with a forwarding address and phone number and complete a questionnaire that provides the district with feedback on his or her employment experience. All District keys, books, property, and equipment must be returned upon separation from employment.

Reports to Texas Education Agency (TEA)

Policies: [DE](#), [DHB](#) & [DHC](#)

Certified Employees

The dismissal of a certified employee must be reported to the Division of Investigations at TEA whenever the termination is based on a determination that the employee was involved in any of the following:

- Any form of sexual or physical abuse of a minor or any other unlawful conduct with a student or a minor
- Soliciting or engaging in sexual contact or a romantic relationship with a student or minor
- The possession, transfer, sale, or distribution of a controlled substance
- The illegal transfer, appropriation, or expenditure of district property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation

- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event
- A reported criminal history
- Violating assessment instrument security procedures.

The superintendent is also required to notify TEA when a certified employee resigns and there is reasonable evidence that would support a recommendation to terminate employment because of the conduct listed above.

The reporting requirements above are in addition to the superintendent's ongoing duty to notify TEA when a certified employee or an applicant for certification has a reported criminal history [or engaged in conduct violating the assessment security procedures under TEC §39.0301](#). "Reported criminal history" means any formal criminal justice system charges and dispositions including arrests, detentions, indictments, criminal information, convictions, deferred adjudications, and probations in any state or federal jurisdiction that is obtained by a means other than the Fingerprint-based Applicant Clearinghouse of Texas (FACT).

[Non-Certified Employees](#)

[The voluntary or involuntary separation of a noncertified employee from the District must be reported to the Division of Investigations at TEA by the superintendent if there is evidence the employee abused or otherwise committed an unlawful act with a student or minor, was involved in a romantic relationship with a student or minor, or solicited or engaged in sexual contact with a student or minor.](#)

Reports Concerning Court-Ordered Withholding

Policies: [DF](#), [DHB](#)

The District is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance to the court and the individual receiving the support (Texas Family Code § 8.210, 158.211). Notice of the following must be sent to the court and support recipient:

- Termination of employment not later than the seventh day after the date of termination;
- Employee's last known address
- Name and address of the employee's new employer, if known.

CHAPTER 7

Employee Conduct and Welfare

Standards of Conduct

Policy: [DH](#)

All employees are expected to work together in a cooperative spirit to serve the best interests of the district and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct.

- Recognize and respect the rights of students, parents, other employees, and members of the community.
- Maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action.
- Know and comply with department and district policies and procedures.
- Express concerns, complaints, or criticism through appropriate channels.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Use district time, funds, and property for authorized district business and activities only.

All district employees should perform their duties in accordance with state and federal law, district policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines, including intentionally making a false claim, offering false statements, or refusing to cooperate with a district investigation may result in disciplinary action, including termination. Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to SBEC not later than the seventh day the Superintendent knew of the incident. See Reports to the Texas Education Agency, page 52 for additional information.

Scope and Sequence

Policy: [DG](#)

If a teacher determines that students need more or less time in a specific area to demonstrate proficiency in the Texas Essential Knowledge and Skills (TEKS) for that subject and grade level, the district will not penalize the teacher for not following the district's scope and sequence.

The district may take appropriate action if a teacher does not follow the district's scope and sequence based on documented evidence of a deficiency in classroom instruction. This documentation can be obtained through observation or substantiated and documented third-party information.

Code of Ethics and Standard Practices

All District employees must adhere to *The Code of Ethics and Standard Practices for Texas Educators*, adopted by the State Board for Educator Certification.

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. This chapter shall apply to educators and candidates for certification. (19 TAC 247.1 (b))

1. Professional Ethical Conduct, Practices, and Performance

Standard 1.1 The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

Standard 1.2 The educator shall not intentionally, knowingly or recklessly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3 The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4 The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5 The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.

Standard 1.6 The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7 The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

Standard 1.8 The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

Standard 1.9 The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.

Standard 1.10 The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

Standard 1.11 The educator shall not intentionally, knowingly, or recklessly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

Standard 1.12 The educator shall refrain from the illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.

Standard 1.13 The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

2. Ethical Conduct Toward Professional Colleagues

Standard 2.1 The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2 The educator shall not harm others by knowingly making false statements about a colleague or the school system.

Standard 2.3 The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4 The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5 The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6 The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7 The educator shall not retaliate against any individual who has filed a complaint with the SBEC or provides information for a disciplinary investigation or proceeding under this chapter.

Standard 2.8 The educator shall not intentionally or knowingly subject a colleague to sexual harassment.

3. Ethical Conduct Toward Students

Standard 3.1 The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2 The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

Standard 3.3 The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4 The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5 The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6 The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7 The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8 The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9 The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

- (i) the nature, purpose, timing, and amount of the communication;
- (ii) the subject matter of the communication;
- (iii) whether the communication was made openly or the educator attempted to conceal the communication;
- (iv) whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- (v) whether the communication was sexually explicit; and
- (vi) whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

Dress Code: Minimum Standards of Professional Dress and Appearance

Dress and Appearance

All employees will comply with these guidelines, which are minimum standards for professional dress and appearance, appropriate for the educational workplace environment. Employees will also adhere to dress standards established by their respective departments as appropriate for their job duties and profession. BISD reserves the right to determine at its discretion what is and is not appropriate workplace attire and to address issues as they arise.

Purpose:

To define the image of professionalism required for BISD employees. To promote employee safety, comfort and a professional impression on our students and our community by portraying a positive image of our organization and mission.

Guidelines:

BISD employees serve as role models for the students and as representatives of BISD organization. Consistent with these roles all employees, volunteers and substitutes shall dress professionally and appropriately.

Dress Code and Grooming Guidelines 2020-2021

Policy: [DH](#)

All employees' dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with the following standards of dress and hygiene. Teachers shall dress more conservatively than the students. Good personal hygiene is expected of all employees.

ATTIRE AND GROOMING FOR MEN	ATTIRE AND GROOMING FOR WOMEN
The following are permissible for men:	The following are permissible for women:
✓ Collared shirts, polo style shirts, sport shirts, and guayaveras (shirt tails tucked in)	✓ Dressy blouses and shirts
✓ Neatly-trimmed mustaches/beards and sideburns	✓ Sleeveless dresses and blouses (if undergarments are not exposed)
✓ Hair shall be neatly groomed	✓ Dressy capris
✓ Dress shoes, casual shoes, boots, canvas shoes	
✓ Dressy slacks	
✓ Undergarments are to be worn at all times.	
The following are prohibited for men:	The following are prohibited for women:
▪ Plain, collarless t-shirts of any color	▪ Clothing that is strapless, having spaghetti straps, bare midriff, cut-out backs, or having provocative/low necklines
▪ Muscle shirts or sleeveless t-shirts	▪ Dresses/skirts that are more than 2" above the knee cap
	▪ Dress/skirts with slits on side, rear or front exposing 2" above the knee cap
	▪ Leggings in lieu of pants; (including spandex)
▪ Denim jeans of any color	
▪ Warm-ups and windbreaker suits	
▪ See-through apparel	
▪ Distracting hairstyles and/or hair color	
▪ Flip flops, slippers, or Crocs style shoes	
▪ Attire shall not be tight/binding	
▪ Tattoos (body art) shall not be visible	
▪ Body piercings shall not be allowed, other than on ears in a reasonable amount	
Exceptions:	
<ul style="list-style-type: none"> ❖ Spirit Day and/or College Awareness Day will be limited to one day per week as designated by the Principal. Additional days will require approval from the Superintendent or Superintendent Designee. On those designated days, denim jeans, tennis shoes or athletic shoes may be worn only if accompanied by a spirit shirt and/or a college awareness shirt. Denim clothing shall be clean and neat, with no holes, no extreme fading, frayed hems, or worn-out look and not multi-toned. ❖ Physical Education staff may choose to wear appropriate attire, approved by Administration, during the physical education period. ❖ Teachers who have lab or shop courses may wear aprons, smocks, or overalls during the instructional period, since this attire may be deemed necessary for safety purposes. ❖ Auxiliary employees in maintenance, custodial, transportation, food service, and positions requiring uniforms are exempted from the general guidelines, but shall comply with dress and grooming guidelines specified by their supervisors in the department handbook. 	

BISD reserves the right to determine at its discretion what is and is not appropriate workplace attire and to address issues as they arise.

Discrimination, Harassment and Retaliation

Policies: [DIA](#) & [DH](#)

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees, unpaid interns, student teachers, or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons, including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action.

Individuals who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official which includes the Title IX Coordinator, ADA/Section 504 Coordinator, and the Superintendent. If the campus principal, supervisor, or district official is the subject of a complaint, the complaint should be made directly to the Superintendent or his designee. A complaint against the Superintendent may be made directly to the Board. The District's policy shall be distributed annually to employees. Employees may access District Policy DIA (LOCAL) at the following link: <http://www.tasb.org/policy> or in the Appendix of this Handbook.

Harassment of Students

Policies: [DH](#), [DHB](#), [FFG](#), [FFH](#), [FFI](#)

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited. Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. All allegations of prohibited harassment or abuse of a student will be reported to the student's parents and promptly investigated. An employee who knows of or suspects child abuse must also report his or her knowledge or suspicion to the appropriate authorities, as required by law. See below *Reporting Suspected Child Abuse* for additional information.

All employees are responsible for being aware of District policies governing harassment of students. Policies DF and FFH are included in the Appendix of this handbook.

The definition of solicitation of a romantic relationship as per District Policy DF (LEGAL) is as follows:

1. Behavior, gestures, expressions, communications, or a pattern of communication with a student that is unrelated to the educator's job duties and that may reasonably be interpreted as encouraging the student to form an ardent or exclusive emotional attachment to the educator, including statements of love, affection, or attraction. When evaluating whether communications constitute the solicitation of a romantic relationship, the following may be considered:
 - a. The nature of the communications;
 - b. The timing of the communications;
 - c. The extent of the communications
 - d. Whether the communications were made openly or secretly;
 - e. The extent to which the educator attempted to conceal the communications;
 - f. If the educator claims to be counseling a student, TEA staff may consider whether the educator's job duties included counseling, whether the educator reported the subject of

the counseling to the student's guardians or to the appropriate school personnel, or, in the case of alleged abuse or neglect, whether the educator reported the abuse or neglect to the appropriate law enforcement agencies; and

- g. Any other communications tending to show that the educator solicited a romantic relationship with a student.
2. Making inappropriate comments about a student's body.
3. Making sexually demeaning comments to a student.
4. Making comments about a student's potential sexual performance.
5. Requesting details of a student's sexual history.
6. Requesting a date.
7. Engaging in conversations regarding the sexual problems, preferences, or fantasies of either party.
8. Inappropriate hugging, kissing, or excessive touching.
9. Suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage.
10. Any other acts tending to show that the educator solicited a romantic relationship with the student, including providing the student with drugs or alcohol.

Reporting Suspected Child Abuse

Policies: [DG](#), [FFG](#), [GRA](#)

All employees are required by state law to report any suspected child abuse or neglect to a law enforcement agency, Child Protective Services (CPS), or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering a facility) within 48 hours of the event that led to the suspicion. Alleged abuse or neglect involving a person responsible for the care, custody, or welfare of the child (including a teacher) must be reported to CPS. Abuse is defined by the Texas Family Code §261.001 and also includes any sexual conduct involving an educator and a student or minor.

Employees are also required to make a report if they have cause to believe that an adult was a victim of abuse or neglect as a child and they determine in good faith that the disclosure of the information is necessary to protect the health and safety of another child, elderly person, or person with a disability.

Reports to Child Protective Services can be made online at <https://www.txabusehotline.org/Login/Default.aspx> (956)-546-5591 or to the Texas Abuse Hotline (800-252-5400). State law specifies that an employee may not delegate to or rely on another person or administrator to make the report.

Under state law, any person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. In addition, the District is prohibited from taking an adverse employment action against a certified or licensed professional who, in good faith, reports child abuse or neglect or who participates in an investigation regarding an allegation of child abuse or neglect.

An employee's failure to report suspected child abuse may result in prosecution as a Class A misdemeanor. The offense of failure to report by a professional may be a state felony if it is shown the individual intended to conceal the abuse or neglect. In addition, a certified employee's failure to report suspected child abuse may result in disciplinary procedures by SBEC for a violation of the *Code of Ethics and Standard Practices for Texas Educators*.

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the campus principal. This includes students with disabilities who are no longer minors. Employees are not required to report their concern to the principal before making a report to the appropriate agencies. In addition, employees must cooperate with investigators of child abuse and neglect. Reporting the concern to the principal does not relieve the employee of the requirement to report to the appropriate state agency. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

Child Sexual Abuse

Policies: [DF](#), [DG](#), [DH](#), [FFG](#) & [GRA](#)

The district has established a plan for addressing child sexual abuse, which may be accessed at the District's Website under District Improvement Plan, Section IX-Health and Physical Education. As an employee, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused. Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect to law enforcement or to a Child Protective Services (CPS). Employees are required to follow the procedures described above in *Reporting Suspected Child Abuse*.

Reporting Crime

Policy: [DG](#)

The Texas Whistleblower Act protects district employees who make good faith re-ports of violations of law by the district to an appropriate law enforcement authority. The district is prohibited from suspending, terminating the employment of, or taking other adverse personnel action against, an employee who makes a report under the Act. State law also provides employees with the right to report a crime witnessed at the school to any peace officer with authority to investigate the crime.

Fraud and Financial Impropriety

Policy: [CAA](#)

All employees should act with integrity and diligence in duties involving the district's financial resources. The district prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety shall include but not be limited to the following:

- Forgery or unauthorized alteration of any document or account belonging to the district;
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document;
- Misappropriation of funds, securities, supplies, or other district assets, including employee time;
- Impropriety in the handling of money or reporting of district financial transactions;
- Profiteering as a result of insider knowledge of district information or activities;
- Unauthorized disclosure of confidential or proprietary information to outside parties;
- Unauthorized disclosure of investment activities engaged in or contemplated by the District;

- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the district; except as otherwise permitted by law or district policy.
- Inappropriately destroying, removing, or inappropriately using records, furniture, fixtures, or equipment;
- Failing to provide financial records required by federal, state or local entities;
- Failure to disclose conflicts of interest as required by law or district policy;
- Any other dishonest act regarding the finances of the District.
- Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Conflict of Interest

Policy: [DBD](#)

Employees are required to disclose to their supervisor any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of the District. This includes the following:

- A personal financial interest
- A business interest
- Any other obligation or relationship
- Non-school employment

Gifts and Favors

Policy: [DBD](#)

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks may result in prosecution of a Class B misdemeanor offense. This does not include staff development, teacher training, or instructional materials, such as maps or worksheets, that convey information to students or contribute to the learning process. Employees are responsible for being familiar with District Policy DBD (LOCAL) and other restrictions and activities that could create a conflict of interest.

Associations and Political Activities

Policy: [DGA](#)

The District will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work. Use of District resources, including work time, for political activities is prohibited.

The district encourages personal participation in the political process, including voting. Employees who need to be absent from work to vote during the early voting period or on election day must communicate with their immediate supervisor prior to the absence.

Charitable Contributions

Policy: [DG](#)

The Board or any employee may not directly or indirectly require or coerce an employee to make a contribution to a charitable organization or in response to a fundraiser. Employees cannot be required to attend a meeting called for the purpose of soliciting charitable contributions. In addition, the Board or any employee may not directly or indirectly require or coerce an employee to refrain from making a contribution to a charitable organization or in response to a fundraiser or attending a meeting called for the purpose of soliciting charitable contributions.

Alcohol and Drug Abuse Prevention

Policy: [DH \(Local\)](#)

The Brownsville Independent School District is committed to maintaining an alcohol and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed.

Drug-Free Workplace Requirements

Policies: [DH](#) & [DI](#)

The District prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, and alcohol in the workplace. *41 U.S.C. 702(a)(1)(A); 28 TAC 169.2*

The District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. *41 U.S.C. 702(a)(1)(B); 28 TAC 169.2*

Employees who violate this prohibition shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, termination from employment with the District, and referral to appropriate law enforcement officials for prosecution. [See policies at DH and DHE] *41 U.S.C. 702(a)(1)(A); 28 TAC 169.2*

Compliance with these requirements and prohibitions is mandatory and is a condition of employment. As a further condition of employment, an employee shall notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Within ten days of receiving such notice—from the employee or any other source—the District shall notify the granting agency of the conviction. *41 U.S.C. 702(a)(1)(D),(E).*

Within 30 calendar days of receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action

against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703

Tobacco Products and E-Cigarette Use

Policies: [DH](#), [FNCD](#) & [GKA](#)

State law prohibits smoking or using tobacco products, or e-cigarettes on all district-owned property and at school-related or school-sanctioned activities, on or off school property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking, using tobacco products or e-cigarettes while inside the vehicle. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings.

Criminal History Background Checks

Policy: [DBAA](#)

Employees may be subject to a review of their criminal history record information at any time during employment. National criminal history checks based on an individual's fingerprints, photo, and other identification will be conducted on all employees and entered into the Texas Department of Public Safety (DPS) Clearinghouse. This database provides the District and SBEC with access to an employee's current national criminal history and updates to the employee's subsequent criminal history.

The District shall also obtain all criminal history record information that relates to part-time employees and substitute teachers for the District or shared services arrangement through the Department of Public Safety's criminal history clearinghouse. [See DBAA] *Education Code 22.0836*

Employee Arrests and Convictions

Policy: [DH](#)

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

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit;
 - Theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;

- Felonies involving driving while intoxicated (DWI)
- Acts constituting abuse or neglect under the Texas Family Code.

If an educator is arrested or criminally charged, the superintendent is also required to report the educators' criminal history to the Division of Investigations at TEA.

Possession of Firearms and Weapons

Policies: [DH](#), [FNCG](#) & [GKA](#)

Employees, visitors, and students are prohibited from bringing firearms, knives, clubs or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-sponsored activity takes place. To ensure the safety of all persons, employees who observe or suspect a violation of the District's weapons policy should report it to their supervisors or call the Brownsville Independent School District Police Department at (956) 698-2085 immediately.

Searches

Policy: [DHE](#)

Non-investigatory searches in the workplace including accessing an employee's desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are hereby notified that they have no legitimate expectation of privacy in those places. In addition, the district reserves the right to conduct searches when there is reasonable cause to believe a search will uncover evidence of work-related misconduct. Such an investigatory search may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. The district may search the employee, the employee's personal items, and work areas including district-owned technology resources, lockers, and private vehicles parked on district premises or work sites or used in district businesses.

Employees Required to have Commercial Driver's License

Policy: [DHE](#)

Any employee whose duties require a commercial driver's license (CDL) is subject to drug and alcohol testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people counting the driver, drivers of large vehicles, or drivers of vehicles used in the transportation of hazardous materials. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements if their duties include driving.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted when reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and as a follow-up measure. Testing may be conducted following accidents. Return to duty and follow-up testing will be conducted if an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol or drugs is allowed to return to duty.

All employees required to have a CDL or who otherwise are subject to alcohol and drug testing will receive a copy of the district's policy, the testing requirements, and detailed information on alcohol and drug abuse and the availability of assistance programs.

Driver's License Review

Any employee whose duties require them to drive will be required to maintain an acceptable driving record as determined by the District. Reviews will be conducted regularly by the Human Resource Department in coordination with the District's Insurance Carrier.

Theft

Theft or misappropriation of District property by employees is prohibited and is grounds for disciplinary action up to and including termination. Theft as defined in Section 31.03 constitutes a single offense superseding the separate offenses previously known as theft, theft by false pretext, conversion by a bailee, theft from the person, shoplifting, acquisition of property by threat, swindling, swindling by worthless check, embezzlement, extortion, receiving or concealing embezzled property, and receiving or concealing stolen property. Acts 1973, 63rd Leg., p. 883, Ch. 399, § 1, eff. Jan. 1, 1974. Amended by Acts 1993, 73rd Leg., Ch. 900, § 1.01, eff. Sept. 1, 1994.

A PERSON COMMITS AN OFFENSE IF HE/SHE UNLAWFULLY APPROPRIATES PROPERTY WITH INTENT TO DEPRIVE THE OWNER OF PROPERTY.

Appropriation of property is unlawful if:

1. It is without the owner's effective consent;
2. The property is stolen and the actor appropriates the property knowing it was stolen by another; or
3. Property in the custody of any law enforcement agency was explicitly represented by any law enforcement agent to the actor as being stolen and the actor appropriates the property believing it was stolen by another.

Visitors in the Workplace

All visitors are expected to enter any District facility through the main entrance and sign in or report to the building's main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on the district premises should immediately direct him or her to the building office or contact the administrator in charge.

CHAPTER 8

General Practices

Academic and Traditional Calendar

A log of the following school calendars is maintained on the District web site at www.bisd.us

ACADEMIC CALENDARS	TRADITIONAL CALENDARS
● Academic Calendar	● Classified Calendar
● Instructional Calendar	● Certified Calendar

Attending College

The following restrictions will apply for employees requesting time off their regular work schedule in order to attend college courses during the day. Outside of the exceptions noted below, employees will not be authorized to request a day off or an altered schedule in order to attend college courses. Employees are required to work their full work schedule.

An exception or waiver will be made only for those employees lacking 30 hours to obtain their college degree ***in a certified teaching field***. The following restrictions will apply:

1. The employee must obtain approval from the Administrator **prior** to registering for their required course(s). The Administrator must coordinate the requests in order not to disrupt the required workflow of the department or campus.
2. The employees requesting this waiver must be following an approved teaching degree plan.
3. The employee must provide a copy of the degree plan to the Administrator upon request.
4. The employee must demonstrate that the course(s) are not available during the evening hours.
5. The hours must be made up within the scheduled pay week and must be supervised.

Authorized Use of Equipment

School equipment and supplies are not available for use, rent, or loan outside of school facilities.

Employee Directories

Policy: [GBA](#)

A directory is prepared by the District listing employee names, addresses, telephone numbers, and assignments. Individuals may choose NOT to list their addresses and telephone numbers. Directories are public information and are available through the Public Information Office.

Employee Directories

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the District. Employees are recognized at board meetings, in the district newsletter, and through special events and activities. Recognition and appreciation activities also include the Annual Employee Awards Night, which recognizes our long-term employees and retirees.

Name and Address Changes

It is important that employment records be kept up to date. Employees must notify the Human Resource Department if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. Forms to process a change in personal information may be obtained from the Human Resource Department or on-line at:

http://www.bisd.us/humanresources/Downloads/01_Forms/01-ChangeofPersonalDataFormCertifiedClassified.pdf.

Personnel Records

The District maintains current and complete personnel records of all employees according to TEA rules and guidelines and local administrative requirements. It is the responsibility of each employee to promptly notify the District of any changes in personnel data. Names, personal mailing addresses and telephone numbers should be accurate and current at all times. If any personnel data has changed, you should contact the Human Resource Department at 548-8031 or 548-8051.

Most District records, including personnel records, are public information and must be released upon request. Employees may choose to have the following personal information withheld:

- Address
- Phone number, including personal cell phone number
- Emergency contact information
- Information that reveals whether they have family members.

The choice to not allow public access to this information may be made at any time by submitting a written request to the Human Resource Department. New or terminating employees have 14 days after hire to submit a request. Otherwise, personal information will be released to the public.

Purchasing Procedures

Policy: [CH](#) & Administrative Guidelines

All requests for purchases must be submitted to the Purchasing Department on the official online purchase order system. No purchases, charges, or commitments to buy goods or services for the District can be made without a Purchase Order number. The District will not reimburse employees or assume responsibility for purchases made without authorization. Employees are not permitted to purchase supplies or equipment for personal use through the District's business office. Contact your supervisor and the Purchasing Department for additional information on purchasing procedures.

Return of District Property

Policy: [CFB](#)

Employees are responsible for all property, materials, ID badges, or written information issued to them or in their possession or control. Employees must return all BISD property immediately upon request or upon termination of employment. Where permitted by applicable laws, the District will enforce said laws to recover all lost items or reimbursement of lost items that are not returned when required. BISD may also take all action deemed appropriate to recover or protect its property. All questions regarding this policy and its implementation procedures shall be directed to the Warehouse/Fixed Assets department at 548-8375.

CHAPTER 9

District Communications

Access to Public Information

“Public information means information that is collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business by the Board or for the Board and to which the Board has a right of access. *Gov't Code 552.002(a)* Public information is available, at a minimum, to the public during the District's normal business hours. *Gov't Code 552.021*

The Board or the Public Information Officer voluntarily may make part or all of its records available to the public, unless the disclosure is expressly prohibited by law or the records are confidential by law. [*Gov't Code 552.007*]

Procedures for Obtaining Public Information

Policies: [GBA](#) & [GBAA](#)

Public records shall be made available in accordance with policy GBA. You are asked to include enough description and detail about the information requested to enable the governmental body to accurately identify and locate the information requested. Cooperate with the District's reasonable efforts to clarify the type or amount of information requested.

The following guidelines shall apply:

1. Requests for records shall be made in writing on the District form provided.
2. The District shall indicate the disposition of the request and notify the person making the request of the action taken.
3. The requestor agrees to pay the duplication costs at the rate adopted by the Board if the cost does not exceed \$40.00. If the cost will exceed \$40.00 the District will provide an estimate of charges. [see GBAA (EXHIBIT)]
4. Records shall be made available after a statement of charges [see GBAA (EXHIBIT)] has been prepared.
5. Payment shall be made to the custodian of records.

Contact the Public Information Office for additional information regarding copying costs, repetitious requests, and copy limits at:

Brownsville I.S.D.
Public Information Office
1900 Price Rd., Ste. 101
Brownsville, TX. 78521-2417

956-548-8000

Fax: 956-548-8010
Pio@bisd.us

Broadcast of School Events

Policy: [GBAA](#)

The broadcast or telecast of school events shall be in accordance with UIL rules and shall not identify the schools with the promotion of any commercial or political enterprise. All such coverage shall be with the prior approval of the Superintendent. Media activities shall not be allowed to disturb or disrupt the instructional program of the schools.

Technology Resources

Policy: [CQ](#)

The District's technology resources systems, including its networks, email accounts, devices connected to its networks, and all district-owned devices used on or off school property is primarily for administrative and instructional purposes. Employees are required to abide by the provisions of the district's communications systems agreement and administrative procedures. Failure to do so can result in suspension or termination of privileges and may lead to disciplinary action up to and including termination. Employees with questions about computer use and data management may contact BISS Instructional Technology Dept. at (956)548-8241. Electronic mail transmissions and other use of the electronic communications systems are not confidential and can be monitored at any time to ensure appropriate use.

Forging email, including concealment of the sender's identity, is prohibited. An email address of a member of the public that is provided for the purpose of communicating electronically with the District is confidential and not subject to disclosure unless the member of the public affirmatively consents to its release.

This confidentiality does not apply to an email address:

1. Provided to the District by a person who has a contractual relationship with the District or by the contractor's agent;
2. Provided to the District by a vendor who seeks to contract with the District or by the vendor's agent;
3. Contained in a response to a request for bids or proposals, contained in a response to similar invitations soliciting offers or information relating to a potential contract, or provided to the District in the course of negotiating the terms of a contract or potential contract; or
4. Provided to the District on a letterhead, coversheet, printed document, or other document made available to the public.

The District may also disclose an email address for any reason to another governmental body or to a federal agency. *Gov't Code 552.137*

Acceptable Use

Policy: [CQ](#)

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

Access to the District's *electronic communications* system, including the Internet and its network access to the Internet, is primarily for instructional and administrative purposes and in accordance with administrative guidelines.

Limited personal use of the system shall be permitted if the use:



Imposes no tangible cost on the District;



Does not unduly burden the District's computer or network resources; and



Has no adverse effect on an employee's job performance or on a student's academic performance.

Intellectual Property Rights

Policy: [CQ](#)

As agents of the District, employees shall have limited rights to work they create using the District's electronic communications system. The District shall retain the right to use any product created in the scope of a person's employment even when the author is no longer an employee of the District.

Intentionally destroying anything stored on the computer system, including anything stored in primary or random access memory is prohibited. Deliberately performing any act that will seriously impact the operation of the computer system is prohibited. This includes, but is not limited to, tampering with components of a local area network (LAN) or the high-speed backbone network, otherwise blocking communication lines, or interfering with the operational readiness of a computer or peripheral.

Electronic mail transmissions and other use of the electronic communications system by students and employees shall not be considered private. Designated District staff shall be authorized to monitor such communication at any time to ensure appropriate use.

Personal Use of Electronic Communications

Policies: [CQ](#) & [DH](#)

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (email), web logs, (blogs), wikis, electronic forums (chat rooms), video sharing websites (e.g. YouTube), editorial comments posted on the Internet, and social network sites (e.g. Facebook, Twitter, LinkedIn, Instagram). Electronic media also includes all forms of telecommunications such as landlines, cell phones, and web-based applications.

As role models for the district's students, employees are responsible for their public conduct even when they are not acting as district employees. Employees will be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee's use of electronic media interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes the employee is responsible for the content on the employee's page, including content added by the employee, the employee's friends, or members of the public who can access the employee's page, and for Web links on the employee's page. The employee is also responsible for maintaining privacy settings appropriate to the content.

An employee who uses electronic media for personal purposes shall observe the following:

- ✦ The employee may not set up or update the employee's personal social network pages(s) using the district's computers, network, or equipment.
- ✦ The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, meal times, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct district business.
- ✦ The employee shall not use the district's logo or other copyrighted material of the district without express, written consent.
- ✦ An employee may not share or post, in any format, information, videos, or pictures obtained while on duty or on district business unless the employee first obtains written approval from the employee's immediate supervisor. Employees should be cognizant that they have access to information and images that, if transmitted to the public, could violate privacy concerns.
- ✦ The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educator's Code of Ethics, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:
 - Confidentiality of student records. [See Policy [FL](#)]
 - Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. [See [Policy DH \(Exhibit\)](#)]
 - Confidentiality of district records, including educator evaluations and private email addresses. [See Policy [GBA](#)]
 - Copyright law [See [Policy EFE](#)]
 - Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See Policy [DH \(EXHIBIT\)](#)]

See *Use of Electronic Communications between Employees, Students, and Parents* below, for regulations on employee communication with students through electronic media.

Electronic Communications Between Employees, Students, and Parents

Policy: [DH](#)

In accordance with administrative regulations, a certified or licensed employee, or any other employee designated in writing by the Superintendent or a campus principal, may use electronic media to communicate with currently enrolled students about matters within the scope of the employee's professional responsibilities. All other employees are prohibited from using electronic media to communicate directly with students who are currently enrolled in the District. The regulations shall address:

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

An employee is not subject to these provisions to the extent the employee has a social or family relationship with a student. For example, an employee may have a relationship with a niece or nephew, student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. An employee who claims an exception based on a social relationship shall provide written consent from the student's parent. The written consent shall include an acknowledgement by the parent that:

- The employee has provided the parent with a copy of this protocol
- The employee and the student have a social relationship outside of school;
- The parent understands that the employee's communications with the student are excepted from district regulation; and
- The parent is solely responsible for monitoring electronic communications between the employee and the student.

The following definitions apply for the use of electronic media with students:

- ✓ **Electronic media** includes all forms of social media, such as text messaging, instant messaging, electronic mail (email), web logs (blogs), wikis, electronic forums (chat rooms), video-sharing Web sites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, Twitter, LinkedIn, Instagram and Snapchat). Electronic media also includes all forms of telecommunications such as landlines, cell phones, and Web-based applications.
- ✓ **Communicate** means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to district regulations on personal electronic communications. See Personal Use of Electronic Media, above. Unsolicited contact from a student through electronic means is not a communication.

Certified or licensed employee means a person employed in a position requiring SBEC certification or a professional license, and whose job duties may require the employee to communicate electronically with students. The term includes classroom teachers, counselors, principals, librarians, paraprofessionals, nurses, educational diagnosticians, licensed therapists, and athletic trainers.

An employee who uses electronic media to communicate with students shall observe the following:

- The employee shall include at least one of the student’s parents or guardians as a recipient on each electronic communication to the student so that the student and parent receive the same message;
- The employee shall include his or her immediate supervisor as a recipient on each electronic communication to the student so that the student and supervisor receive the same message.

- ✓ The employee shall limit communications to matters within the scope of the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with an extracurricular duty, matters relating to the extracurricular activity.)

- ✓ The employee is prohibited from knowingly communicating with students through a personal social network page; the employee must create a separate social network page (“professional page”) for the purpose of communicating with students. The employee must enable administration and parents to access the employee’s professional page.

- ✓ The employee shall not communicate directly with any student after an hour set by his campus Principal. An employee may, however, make public posts to a social network site, blog, or similar application at any time.

- ✓ The employee does not have a right to privacy with respect to communications with students and parents.

- ✓ The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educator’s Code of Ethics including:
 - Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records. [See Policies CPC and FL]
 - Copyright law [Policy EFE]
 - Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy DH]
 - Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with one or more currently-enrolled students.
 - Upon written request from a parent or student, the employee shall discontinue communicating with the student through email, text messaging, instant messaging, or any other form of one-to-one communication.

- All staff are required to use school email accounts for all electronic communications with parents. Communication about school issues through personal email accounts or text messages are not allowed as they cannot be preserved in accordance with the district's record retention policy.
- An employee may request an exception from one or more of the limitations above by submitting a written request to his or her immediate supervisor.
- An employee shall notify his supervisor in writing within one business day if a student engages in an improper electronic communication with the employee. The employee should describe the form and content of the electronic communication.

Public Information on Private Devices

Policy: [DH](#)

Employees should not maintain district information on privately owned devices. Any district information must be forwarded or transferred to the district to be preserved. The district will take reasonable efforts to obtain public information in compliance with the Public Information Act. Reasonable efforts may include:

- Verbal or written directive
- Remote access to district-owned devices and services

Computer Software

Policy: [EFE](#)

Unless otherwise provided in the purchase agreement, a purchased computer program shall not be used to make copies. A computer program may be legally copied only if:

1. Making a copy is an essential step in using the program (such as automatic copying into memory when a program is loaded); or
2. The new copy is a backup; backups cannot be used simultaneously with the original and must be erased if the original is resold.

District employees shall not use the same program on more than one computer at a time unless the purchase agreement or written permission from the vendor allows the District to network the program or allows other specified multiple use of the single copy.

Copyrighted Materials

Policies: [CQ](#) & [EFE](#)

Employees are expected to comply with the provisions of federal copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.) Rented videos are to be used in the classroom for educational purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

Telephone and Mail System Use

Personal use of telephone for long-distance and toll calls is not permitted. Employees should practice discretion in using District telephones when making local personal calls. To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

The use of BISD-paid postage for personal correspondence is not permitted.

Internal-Campus Mail Delivery

Policy: [CPAB](#)

The District is prohibited by the Private Express Statutes from carrying unstamped letters over postal routes unless:

1. The letters relate to the current business of the District to an extent sufficient to satisfy the "letters of the carrier" exception; or
2. The carriage of the letters is without any compensation, direct or indirect, to the District so as to satisfy the "private hands" exception.

Regents of the Univ. of Cal. System v. Public Employee Relations Board, 485 U.S. 589, 108 S. Ct. 1404 (1988); 39 U.S.C. 601-606; 18 U.S.C. 1693-1699

Use of Internal Mail System

Policies: [CPAB](#) & [GKD](#)

The District mail system for delivering items between District buildings shall not be available for use other than official school business. With the permission of the Superintendent or designee, internal mailboxes at an individual campus may be used by campus employees and school-sponsored or school support groups affiliated with that campus. All intra-district mail must contain a return address.

CHAPTER 10

Complaints and Grievances

Grievance Procedures

Policy: [DGBA](#)

In an effort to hear and resolve employee concerns or complaints in a timely manner and at the lowest administrative level possible, the Board has adopted an orderly grievance process. Employees are encouraged to discuss their concerns or complaints with their supervisors or an appropriate administrator at any time.

The formal process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the Board of Trustees. For ease of reference, District Policy DGBA concerning the process of bringing forward concerns and complaints is reprinted in the Appendix. <http://pol.tasb.org/Home/Index/254>

Whistleblower Complaints

Policy: [DG](#)

Whistleblower complaints shall be filed within the time specified by law. Such complaints shall first be filed in accordance with Level Two. Time lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 days of the initiation of the complaint.

CHAPTER 11

Safety Issues

Policy: [CK \(Series\)](#)

The District has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. See Emergencies on page 80 for additional information.

To prevent or minimize injuries to employees, coworkers, and students and to protect and conserve District equipment, employees must comply with the following requirements:

GUIDELINES	Questions or Concerns May be Reported To:
<ul style="list-style-type: none"> • Observe ALL safety rules • Keep work areas clean and orderly at all times • Immediately report all accidents to their supervisor • Operate only equipment or machines for which they have training and authorization 	<ul style="list-style-type: none"> • The immediate Supervisor • Safety Coordinator@ 548-1374 • Employee Benefits/Risk Management Department @ 548-8061

~~Bad Weather~~ Emergency School Closing

The District may close schools because of severe weather, epidemics, or other emergency conditions.

District employees are reminded to refer to the Public Information Office for information on school closings and inclement weather procedures. In the case of a full-day closing, the Superintendent or designee will notify media sources. Your best source of information regarding school closures is local television and radio stations, the District's webpage at www.bisd.us, and KBSD TV, the District's instructional Television Station. If there is no announcement, parents can assume school is in session and buses will run as usual. As always, parents have the right and responsibility to determine what is best for their child.

Parents who have concerns about their children getting to school safely are urged to use their discretion about sending them to school.

Plan ahead for unexpected early dismissal - Please be certain that your children know the procedure you want them to follow if bad weather occurs during the day and students are dismissed early. Have an emergency plan and review it from time to time. When school is cancelled in the middle of the day, the school district will provide as much lead time as possible so families can make child care and transportation arrangements.

Families are asked to consider the following tips in preparing for inclement weather:

- Consider your childcare options if school is closed for the full day
- Consider your arrangements, if school dismisses early (talk with a neighbor about checking in on your child, make plans to have an adult in the home after dismissal).
- Talk with your child's daycare program regarding their inclement weather policy.
- If you plan to pick your child up from school, make sure the school is notified in advance.
- Make sure you have proper identification to pick up your child.
- Normal school procedures must be followed in picking up children from school.

Asbestos Management Plan

Policy: [CKA](#)

The District is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for each school. A copy of the District's management plan is kept in the Department/Campus Administration Office and is available for inspection during normal business hours.

Pest Control Treatment

Policies: [CLB](#) & [DI](#)

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or herbicide must be done in a manner prescribed by law and the district's integrated pest management program.

Notices of planned pest control treatment will be posted in a district building 48 hours before the treatment begins. In addition, individual employees may request in writing to be notified of pesticide applications. An employee who requests individualized notice will be notified by telephone, written or electric means. Pest control information sheets are available from campus principals or facility managers upon request.

Emergencies

Policy: [CKC](#)

All employees should be familiar with the safety procedures for responding to emergencies, including a medical emergency. Employees should locate evacuation diagrams posted in their work areas and be familiar with shelter in place, lockout, and lockdown procedures. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees should know the location of these devices and procedures for their use.

Extracurricular Activity Safety Training

Policies: [DBA](#) & [DMA](#)

Certain employees who are involved in physical activities for students must maintain and submit to the district proof of current certification or training in first aid, cardiopulmonary resuscitation (CPR), the use of an automated external defibrillator (AED), and extracurricular athletic activity safety. Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, University Interscholastic League, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification or documentation to their Principal by August 01, 2012

School Nurses and employees with regular contact with students must complete a Texas Education Agency approved, online training regarding seizure disorder awareness, recognition, and related first aid.

Information on Texas Education Agency requirements is available on the TEA Web site at <http://ritter.tea.state.tx.us/taa/health042109.html>.

CHAPTER 12

Student Issues

Equal Educational Opportunities

Policies: [FB](#) & [FFH](#)

The Brownsville Independent School District does not discriminate on the basis of race, color, religion, national origin, sex, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Questions or concerns about discrimination against students based on any of the reasons listed above should be directed to the Assistant Superintendent for Human Resources at 698-0210.

Administering Medication to Students

Policy: [FFAC](#)

Only designated employees may administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. A student who must take medication during the school day must bring a written request from his or her parent and the medicine in its original, properly labeled container. Contact the principal or school nurse for information on procedures that must be followed when administering medication to students.

Bullying

Policy: [FFI](#)

All employees are required to report student complaints of bullying to their campus principal. The district's policy includes definitions and procedures for reporting and investigating bullying of students and can be found in District Policies.

Campus Activity Fund

Policy: [CFD \(Local\)](#)

The principal shall be authorized to expend funds from the campus administrative activity fund to be used for activities of the students, faculty, staff, or campus. For fund raising activities see District Policy FJ.

Accounting Activity Funds Management

Policy: [GE \(Local\)](#)

The Superintendent, principal, and sponsor, as applicable, shall be responsible for the proper administration of District and campus activity funds and student funds in accordance with state law and local policy, District approved accounting practices and procedure, and the TEA Financial Accountability System Resource Guide at:

https://tea.texas.gov/Finance_and_Grants/Financial_Accountability/Financial_Accountability_System_Resource_Guide/

Relations with Parent Organizations

All community and school support organization fundraising efforts shall fall within federal, state and District guidelines and shall be for the purpose of supporting the school program or group activity for which the organization was formed [See [GKB](#)]

Dietary Supplements

Policies: [DH](#) & [FFAC](#)

District employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her school district duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

Hazing

Policy: [FNCC](#)

Students must have prior approval from the principal or designee for any type of “initiation rites” of a school club or organization. While most initiation rites are permissible, engaging in or permitting “hazing” is a criminal offense. Any teacher, administrator, or employee who observes a student engaged in any form of hazing; who has reason to know or suspect that a student intends to engage in hazing; or has engaged in hazing must report that fact or suspicion to the designated campus administrator.

Notification to Parents Regarding Qualifications

Policies: [DK](#) & [DBA](#)

In schools receiving Title 1 funds, the District is required by the Every Student Succeeds Act (ESSA) to notify parents at the beginning of each school year that they may request information regarding the professional qualifications of their child’s teacher. **ESSA** also requires that parents be notified if their child has been assigned, or taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements.

Texas law also requires that parents be notified if their child is assigned for more than 30 consecutive instructional days to a teacher who does not hold an appropriate teaching certificate.

This notice is not required if parental notice under ESSA is sent. Inappropriately certified or uncertified teachers include individuals on an emergency permit (including individuals waiting to take a certification exam) or individuals who do not hold any certificate or permit. Information relating to teacher certification will be made available to the public upon request. Employees who have questions about their certification status can call Certified Human Resource Department at 548-8031.

Parent and Student Complaints

Policy: [FNG](#)

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the Board has adopted orderly processes for handling complaints on different issues. Any campus office or the Superintendent's office can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teachers or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved to their satisfaction should be directed to the campus principal. The formal complaint process provides parents and students with an opportunity to be heard up to the highest level of management if they are dissatisfied with a principal's response.

Psychotropic Drugs

Policy: [FFAC](#)

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood-or behavior-altering substance.

District employees are prohibited by state law from doing the following:

- Recommending that a student use a psychotropic drug;
- Suggesting a particular diagnosis; and/or
- Excluding from class or school-related activity a student whose parent refuses to consent to a psychiatric evaluation or to authorize the administration of a psychotropic drug to a student.

Student Attendance

Policy: [FEB](#)

Teachers and staff should be familiar with the District's policies and procedures for attendance accounting. These procedures require students to have parental consent before they are allowed to leave campus. When absent from school, the student, upon returning to school, must bring a note signed by the parent that describes the reason for the absence. These requirements are addressed in campus training and in the student handbook. Contact the campus principal for additional information.

Student Conduct and Discipline

Policies: [FN \(Series\)](#) and [FO \(Series\)](#)

Students are expected to follow the classroom rules, campus rules, and rules listed in the Student Handbook and Student Code of Conduct. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by the district. The discipline management techniques and the prohibited disciplinary consequences are listed on page 5 of the 2018 - 2019 & 2019 – 2020 Student Code of Conduct Student-Parent Handbook. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or campus principal.

Student Records

Policy: [FL](#)

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student's records.

- ✓ Parents: Married, separated, or divorced unless parental rights have been legally terminated and the school has been given a copy of the court order terminating parental rights.
- ✓ The student (if 18 or older or emancipated by a court)
- ✓ School officials with legitimate educational interests.

The student handbook provides parents and students with detailed information on student records.

Videotape or Recording

Policy: [EHA](#)

A District employee is not required to obtain the consent of a child's parent before the employee may videotape the child or record the child's voice if the videotape or recording is to be used only for a purpose related to the regular classroom instruction. *Education Code 26.009(b) (3)*

Brownsville Independent School District
Monthly Report

General Fund 101 Through 199
Cumulative as of May 31, 2020

		Budget	Actual	Balance	Percent	Prior Yr
Description		(Adjusted)	(To Date)		Actual /	Actual /
					Budget	Budget
REVENUES						
57XX	Local Revenues	\$ 74,257,194	\$ 68,708,828	\$ 5,548,366	92.53%	96.11%
58XX	State Revenues	397,591,685	310,397,544	87,194,141	78.07%	76.17%
59XX	Federal Revenues	49,797,982	34,638,572	15,159,410	69.56%	75.71%
79XX	Other Resources / Non-Operating Revenues	86,684,964	-	86,684,964	0.00%	0.00%
	Total Revenues	608,331,825	413,744,943	194,586,881	68.01%	66.13%
EXPENDITURES						
11	Instruction	\$ 255,159,665	\$237,508,850	\$ 17,650,815	93.08%	93.63%
12	Instructional Resources	7,997,359	7,172,838	824,521	89.69%	90.32%
13	Curriculum Development	12,676,337	9,724,289	2,952,048	76.71%	75.61%
21	Instructional Leadership	6,819,464	5,432,037	1,387,427	79.65%	83.29%
23	Campus Leadership	28,829,610	25,005,870	3,823,740	86.74%	83.09%
31	Counseling and Guidance	21,378,353	18,556,621	2,821,732	86.80%	92.03%
32	Social Work Services	1,009,276	899,928	109,348	89.17%	85.06%
33	Health Services	4,711,748	4,450,472	261,276	94.45%	86.98%
34	Student Transportation	11,885,921	11,339,401	546,520	95.40%	78.19%
35	Food Services	43,432,113	31,604,354	11,827,759	72.77%	75.36%
36	Co Curricular Activity	20,294,614	14,504,885	5,789,729	71.47%	82.15%
41	Administration	13,469,912	10,433,918	3,035,994	77.46%	74.59%
51	Plant Maintenance and Operations	57,447,860	43,563,685	13,884,175	75.83%	77.09%
52	Security and Monitoring Services	8,182,241	7,522,833	659,408	91.94%	84.27%
53	Data Processing	10,122,195	6,426,429	3,695,766	63.49%	69.40%
61	Community Services	657,372	506,020	151,352	76.98%	74.47%
71	Debt Services	15,608,124	13,644,524	1,963,600	87.42%	99.24%
81	Facilities Acquisition and Construction	73,185,615	19,543,655	53,641,960	26.70%	23.29%
95	Payments to Juvenile Justice	225,000	17,834	207,167	7.93%	11.09%
99	Other Intergovernmental Charges	915,000	682,744	232,256	74.62%	73.03%
89XX	Other Uses/Special Items/Non-Operating Expenses	14,323,800	-	14,323,800	0.00%	100.00%
	Total Expenditures	\$ 608,331,579	\$468,541,187	\$ 139,790,392	77.02%	75.50%

Excess (Deficiency) of Revenues Over (Under)

Expenditures \$ 246 \$ (54,796,243) \$ 54,796,489

Unassigned Fund Balance Beginning July 1, 2019 83,615,675

Notes: If Revenues exceed the amount budgeted, the budget variance is Favorable ("Fav"); otherwise, the variance is Unfavorable ("Unfav").

If Expenditures exceed the amount budgeted, the budget variance is Unfavorable, ("Unfav"); otherwise, the variance is Favorable ("Fav").

Actual and Balance figures are rounded to the nearest dollar

Expenditures actuals exclude encumbrances.

Brownsville Independent School District

Monthly Report:

Special Revenue Funds 202 Through 499

Cumulative as of May 31, 2020

	Description	Budget (Adjusted)	Actual (To Date)	Balance	Percent Actual / Budget
REVENUES					
57XX	Local Revenues	\$ 16,756	\$ 6,733	\$ 10,023	40.18%
58XX	State Revenues	11,604,916	9,321,459	2,283,457	80.32%
59XX	Federal Revenues	73,097,583	40,272,927	32,824,656	55.09%
79XX	Other Resources / Non-Operating Revenues	7,500,268	-	7,500,268	0.00%
	Total Revenues	\$ 92,219,523	\$ 49,601,118	\$ 42,618,405	53.79%
EXPENDITURES					
11	Instruction	\$ 64,444,928	\$ 34,992,765	\$ 29,452,163	54.30%
12	Instructional Resources	5,762,796	4,794,103	968,693	83.19%
13	Curriculum Development	6,327,370	3,536,872	2,790,498	55.90%
21	Instructional Leadership	1,726,122	1,135,831	590,291	65.80%
23	Campus Leadership	656,544	342,350	314,194	52.14%
31	Counseling and Guidance	3,521,332	1,997,067	1,524,265	56.71%
32	Social Work Services	-	-	-	0.00%
33	Health Services	2,037,404	1,551,101	486,303	76.13%
34	Student Transportation	-	-	-	0.00%
35	Food Services	-	-	-	0.00%
36	Co Curricular Activity	20,800	-	20,800	0.00%
41	Administration	5,000	-	5,000	0.00%
51	Plant Maintenance and Operations	374,906	72,711	302,195	19.39%
52	Security and Monitoring Services	819,362	205,650	613,712	25.10%
53	Data Processing	220,707	-	220,707	0.00%
61	Community Services	6,302,269	3,681,380	2,620,889	58.41%
71	Debt Services	-	-	-	0.00%
81	Facilities Acquisition and Construction	-	-	-	0.00%
95	Payments to Juvenile Justice	-	-	-	0.00%
99	Other Intergovernmental Charges	-	-	-	0.00%
89XX	Other Uses/Special Items/Non-Operating Expenses	-	-	-	0.00%
	Total Expenditures	\$ 92,219,540	\$ 52,309,829	\$ 39,909,711	56.72%
	Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ (17)	\$ (2,708,711)	\$ 2,708,694	

Notes: If Revenues exceed the amount budgeted, the budget variance is Favorable ("Fav"); otherwise, the variance is Unfavorable ("Unfav").

If Expenditures exceed the amount budgeted, the budget variance is Unfavorable, ("Unfav"); otherwise, the variance is Favorable ("Fav").

Actual and Balance figures are rounded to the nearest dollar

Expenditures actuals exclude encumbrances.

Monthly Report

Debt Service Fund
Cumulative as of May 31, 2020

	Description	Budget (Adjusted)	Actual (To Date)	Balance	Percent Actual / Budget
REVENUES					
57XX	Local Revenues	\$ 6,755,290	\$ 7,775,115	\$ (1,019,825)	115.10%
58XX	State Revenues	9,091,591	8,781,828	309,763	96.59%
59XX	Federal Revenues	-	-	-	0.00%
79XX	Other Resources / Non-Operating Revenues	-	-	-	0.00%
	Total Revenues	\$ 15,846,881	\$ 16,556,943	\$ (710,062)	104.48%
EXPENDITURES					
11	Instruction	\$ -	\$ -	\$ -	0.00%
12	Instructional Resources	-	-	-	0.00%
13	Curriculum Development	-	-	-	0.00%
21	Instructional Leadership	-	-	-	0.00%
23	Campus Leadership	-	-	-	0.00%
31	Counseling and Guidance	-	-	-	0.00%
32	Social Work Services	-	-	-	0.00%
33	Health Services	-	-	-	0.00%
34	Student Transportation	-	-	-	0.00%
35	Food Services	-	-	-	0.00%
36	Co Curricular Activity	-	-	-	0.00%
41	Administration	-	-	-	0.00%
51	Plant Maintenance and Operations	-	-	-	0.00%
52	Security and Monitoring Services	-	-	-	0.00%
53	Data Processing	-	-	-	0.00%
61	Community Services	-	-	-	0.00%
71	Debt Services	15,846,881	15,846,130	751	100.00%
81	Facilities Acquisition and Construction	-	-	-	0.00%
95	Payments to Juvenile Justice	-	-	-	0.00%
99	Other Intergovernmental Charges	-	-	-	0.00%
89XX	Other Uses/Special Items/Non-Operating Expenses	-	-	-	0.00%
	Total Expenditures	\$ 15,846,881	\$ 15,846,130	\$ 751	100.00%
	Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ -	\$ 710,813	\$ (710,813)	

Notes: If Revenues exceed the amount budgeted, the budget variance is Favorable ("Fav"); otherwise, the variance is Unfavorable ("Unfav").

If Expenditures exceed the amount budgeted, the budget variance is Unfavorable, ("Unfav"); otherwise, the variance is Favorable ("Fav").

Actual and Balance figures are rounded to the nearest dollar

Expenditures actuals exclude encumbrances.

Brownsville Independent School District
 Monthly Report

Self Insurance Fund
 Cumulative as of May 31, 2020

	Description	Actual (To Date)
	REVENUES	
57XX	Local Revenues	\$ 52,181,818
58XX	State Revenues	-
59XX	Federal Revenues	-
	Total Revenues	<u>\$ 52,181,818</u>
	EXPENDITURES	
00	Other Uses	\$ -
11	Instruction	-
12	Instructional Resources	-
13	Curriculum Development	-
21	Instructional Leadership	-
23	Campus Leadership	-
31	Counseling and Guidance	-
32	Social Work Services	-
33	Health Services	-
34	Student Transportation	-
35	Food Services	-
36	Co Curricular Activity	-
41	Administration	43,424,014
51	Plant Maintenance and Operations	-
52	Security and Monitoring Services	-
53	Data Processing	-
61	Community Services	-
71	Debt Services	-
81	Facilities Acquisition and Construction	-
95	Payments to Juvenile Justice	-
99	Other Intergovernmental Charges	-
	Total Expenditures	<u>\$ 43,424,014</u>
	Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>\$ 8,757,804</u>
	Excess (Deficiency) - Estimated	<u>\$ 8,757,804</u>

Notes: Actual and Balance figures are rounded to the nearest dollar

Expenditures actuals exclude encumbrances.

Brownsville Independent School District
Expenditure Summary Report
07/01/2019 - 05/31/2020

Major Description	Budget				Actual				Percent Available
	Original	Adjustments	Current	Encumbered	CUR	YI	Balance		
Fund: 101 Food Services									
61 PAYROLL COSTS	18,154,827.00	0.00	18,154,827.00	0.00	16,848,042.17	16,848,042.17	1,306,784.83	7 %	
62 PROF. CONTRACTED SERV.	647,880.00	1,472,197.00	2,120,077.00	898,435.82	1,053,168.46	1,053,168.46	168,472.72	7 %	
63 SUPPLIES/MATERIALS	20,243,046.00	-253,305.00	19,989,741.00	2,764,533.76	12,663,642.63	12,674,480.67	4,550,726.57	22 %	
64 OTHER OPERATING COSTS	109,860.00	2,300.00	112,160.00	14,770.14	11,487.66	11,510.16	85,879.70	76 %	
66 CAP. OUT.-BUILD/EQUIP	925,000.00	1,290,308.00	2,215,308.00	669,291.62	339,645.00	339,645.00	1,206,371.38	54 %	
Function Total:	40,080,613.00	2,511,500.00	42,592,113.00	4,347,031.34	30,915,985.92	30,926,846.46	7,318,235.20	17 %	
Fund: 35 Food Services									
Fund Total:	40,080,613.00	2,511,500.00	42,592,113.00	4,347,031.34	30,915,985.92	30,926,846.46	7,318,235.20	17 %	
Fund: 161 Local Deaf									
61 PAYROLL COSTS	189,833.00	0.00	189,833.00	0.00	89,756.71	89,756.71	100,076.29	52 %	
62 PROF. CONTRACTED SERV.	59,035.00	131,771.00	190,806.00	122,219.50	68,060.60	68,060.60	525.90	%	
63 SUPPLIES/MATERIALS	9,400.00	0.00	9,400.00	0.00	1,254.83	1,254.83	8,145.17	86 %	
64 OTHER OPERATING COSTS	600.00	0.00	600.00	0.00	0.00	0.00	600.00	100 %	
Function Total:	258,868.00	131,771.00	390,639.00	122,219.50	159,072.14	159,072.14	109,347.36	27 %	
Fund: 11 Instruction									
61 PAYROLL COSTS	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100 %	
64 OTHER OPERATING COSTS	3,500.00	0.00	3,500.00	0.00	0.00	0.00	3,500.00	100 %	
Function Total:	4,500.00	0.00	4,500.00	0.00	0.00	0.00	4,500.00	100 %	
Fund: 13 Curriculum Development									
61 PAYROLL COSTS	56,658.00	0.00	56,658.00	0.00	55,086.57	55,086.57	1,571.43	2 %	
64 OTHER OPERATING COSTS	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100 %	
Function Total:	57,658.00	0.00	57,658.00	0.00	55,086.57	55,086.57	2,571.43	4 %	
Fund: 21 Instructional Leadership									
62 PROF. CONTRACTED SERV.	2,650.00	0.00	2,650.00	0.00	0.00	0.00	2,650.00	100 %	
63 SUPPLIES/MATERIALS	3,500.00	0.00	3,500.00	0.00	527.26	527.26	2,972.74	84 %	
64 OTHER OPERATING COSTS	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100 %	
Function Total:	7,150.00	0.00	7,150.00	0.00	527.26	527.26	6,622.74	92 %	
Fund: 31 Counseling & Guidance									
61 PAYROLL COSTS	7,500.00	0.00	7,500.00	0.00	0.00	0.00	7,500.00	100 %	

Brownsville Independent School District
Expenditure Summary Report
07/01/2019 - 05/31/2020

		Budget				Actual				Percent Available
Major Description	Original	Adjustments	Current	Encumbered	CUR	YTD	Balance			
Function Total:	7,500.00	0.00	7,500.00	0.00	0.00	0.00	7,500.00	100 %		
Func: 36 Co Curricular Activity										
61 PAYROLL COSTS	2,200.00	0.00	2,200.00	0.00	826.46	826.46	1,373.54	62 %		
62 PROF. CONTRACTED SERV.	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100 %		
Function Total:	3,200.00	0.00	3,200.00	0.00	826.46	826.46	2,373.54	74 %		
Func: 61 Community Services										
Fund Total:	338,876.00	131,771.00	470,647.00	122,219.50	215,512.43	215,512.43	132,915.07	28 %		
Func: 162 State Compensatory Ed										
61 PAYROLL COSTS	16,625,486.00	1,067,861.00	17,693,347.00	0.00	15,308,942.34	15,312,451.69	2,380,895.31	13 %		
62 PROF. CONTRACTED SERV.	280,050.00	72,642.00	352,692.00	10,278.65	324,553.15	325,273.15	17,140.20	4 %		
63 SUPPLIES/MATERIALS	1,044,879.00	6,659,406.00	7,704,285.00	394,991.45	6,395,717.61	6,413,836.52	895,457.03	11 %		
64 OTHER OPERATING COSTS	15,330.00	27,177.00	42,507.00	795.07	44,508.68	44,508.68	-2,796.75	(6) %		
Function Total:	17,965,745.00	7,827,086.00	25,792,831.00	406,065.17	22,073,721.78	22,096,070.04	3,290,695.79	12 %		
Func: 11 Instruction										
63 SUPPLIES/MATERIALS	600.00	61,984.00	62,584.00	0.00	0.00	0.00	62,584.00	100 %		
Function Total:	600.00	61,984.00	62,584.00	0.00	0.00	0.00	62,584.00	100 %		
Func: 12 Instructional Resources										
61 PAYROLL COSTS	5,224,363.00	-97,112.00	5,127,251.00	0.00	4,262,199.63	4,262,199.63	865,051.37	16 %		
62 PROF. CONTRACTED SERV.	202,150.00	444,427.00	646,577.00	172,745.46	470,669.96	470,669.96	3,161.58	%		
63 SUPPLIES/MATERIALS	145,791.00	381,105.00	526,896.00	199,999.27	175,908.23	175,908.23	150,988.50	28 %		
64 OTHER OPERATING COSTS	26,500.00	-10,028.00	16,472.00	1,499.00	9,070.44	9,070.44	5,902.56	35 %		
Function Total:	5,598,804.00	718,392.00	6,317,196.00	374,243.73	4,917,848.26	4,917,848.26	1,025,104.01	16 %		
Func: 13 Curriculum Development										
61 PAYROLL COSTS	277,539.00	0.00	277,539.00	0.00	225,533.26	225,533.26	52,005.74	18 %		
62 PROF. CONTRACTED SERV.	10,500.00	33,343.00	43,843.00	1,537.96	38,568.11	38,568.11	3,736.93	8 %		
63 SUPPLIES/MATERIALS	10,500.00	66,472.00	76,972.00	726.14	18,249.89	18,249.89	57,995.97	75 %		
64 OTHER OPERATING COSTS	8,500.00	-615.00	7,885.00	420.55	3,403.67	3,403.67	4,060.78	51 %		
Function Total:	307,039.00	99,200.00	406,239.00	2,684.65	285,754.93	285,754.93	117,799.42	28 %		
Func: 21 Instructional Leadership										
61 PAYROLL COSTS	1,807,833.00	-6,650.00	1,801,183.00	0.00	1,631,047.46	1,631,047.46	170,135.54	9 %		

Brownsville Independent School District
Expenditure Summary Report
 07/01/2019 - 05/31/2020

Major Description	Budget				Actual				Percent Available
	Original	Adjustments	Current	Encumbered	CUR	YI	Balance		
62 PROF. CONTRACTED SERV.	6,400.00	1,500.00	7,900.00	799.56	1,599.12	1,599.12	5,501.32	69 %	
63 SUPPLIES/MATERIALS	8,041.00	68,356.00	76,397.00	304.98	18,420.86	18,420.86	57,671.16	75 %	
64 OTHER OPERATING COSTS	4,000.00	-2,000.00	2,000.00	163.02	551.29	551.29	1,285.69	64 %	
Function Total:	1,826,274.00	61,206.00	1,887,480.00	1,267.56	1,651,618.73	1,651,618.73	234,593.71	12 %	
Func: 23 Campus Leadership									
61 PAYROLL COSTS	1,713,882.00	0.00	1,713,882.00	0.00	1,579,911.91	1,579,911.91	133,970.09	7 %	
63 SUPPLIES/MATERIALS	1,550.00	62,239.00	63,789.00	50.00	440.38	440.38	63,298.62	99 %	
64 OTHER OPERATING COSTS	2,825.00	-255.00	2,570.00	50.00	860.77	860.77	1,659.23	64 %	
Function Total:	1,718,257.00	61,984.00	1,780,241.00	100.00	1,581,213.06	1,581,213.06	198,927.94	11 %	
Func: 31 Counseling & Guidance									
62 PROF. CONTRACTED SERV.	420,000.00	145,000.00	565,000.00	0.00	545,000.00	545,000.00	20,000.00	3 %	
Function Total:	420,000.00	145,000.00	565,000.00	0.00	545,000.00	545,000.00	20,000.00	3 %	
Func: 32 Social Work Services									
61 PAYROLL COSTS	88,137.00	0.00	88,137.00	0.00	54,203.66	54,203.66	33,933.34	38 %	
63 SUPPLIES/MATERIALS	150.00	0.00	150.00	0.00	148.11	148.11	1.89	1 %	
Function Total:	88,287.00	0.00	88,287.00	0.00	54,351.77	54,351.77	33,935.23	38 %	
Func: 33 Health Services									
61 PAYROLL COSTS	346,061.00	5,359.00	351,420.00	0.00	235,892.52	235,892.52	115,527.48	32 %	
63 SUPPLIES/MATERIALS	11,854.00	0.00	11,854.00	0.00	9,989.30	9,989.30	1,864.70	15 %	
Function Total:	357,915.00	5,359.00	363,274.00	0.00	245,881.82	245,881.82	117,392.18	32 %	
Func: 51 Plant Maint & Operations									
61 PAYROLL COSTS	105,934.00	0.00	105,934.00	0.00	118,463.74	118,463.74	-12,529.74	(11) %	
Function Total:	105,934.00	0.00	105,934.00	0.00	118,463.74	118,463.74	-12,529.74	(11) %	
Func: 52 Security & Monitoring Srv									
61 PAYROLL COSTS	195,183.00	0.00	195,183.00	0.00	151,285.06	151,285.06	43,897.94	22 %	
63 SUPPLIES/MATERIALS	61,764.00	4,950.00	66,714.00	21.33	63,064.30	63,064.30	3,628.37	5 %	
64 OTHER OPERATING COSTS	3,390.00	1,050.00	4,440.00	862.72	2,361.70	2,361.70	1,215.58	27 %	
Function Total:	260,337.00	6,000.00	266,337.00	884.05	216,711.06	216,711.06	48,741.89	18 %	
Func: 61 Community Services									

Brownsville Independent School District
Expenditure Summary Report
 07/01/2019 - 05/31/2020

Major Description	Budget				Actual				Percent Available
	Original	Adjustments	Current	Encumbered	CUR	YI	Balance		
Fund Total:	28,649,192.00	8,986,211.00	37,635,403.00	785,245.16	31,690,565.15	31,712,913.41	5,137,244.43	13 %	
Fund: 163 State Bilingual Ed									
61 PAYROLL COSTS	2,734,417.00	-126,177.00	2,608,240.00	0.00	2,054,740.85	2,054,591.47	553,648.53	21 %	
62 PROF. CONTRACTED SERV.	0.00	998.00	998.00	175.00	822.50	822.50	0.50	%	
63 SUPPLIES/MATERIALS	746,651.00	-348,572.00	398,079.00	136,855.06	168,271.81	168,271.81	92,952.13	23 %	
64 OTHER OPERATING COSTS	100,000.00	-22,607.00	77,393.00	5,400.00	36,000.00	36,000.00	35,993.00	46 %	
Function Total:	3,581,068.00	-496,358.00	3,084,710.00	142,430.06	2,259,835.16	2,259,685.78	682,594.16	22 %	
Func: 11 Instruction									
61 PAYROLL COSTS	532,697.00	-15,095.00	517,602.00	0.00	533,820.74	533,820.74	-16,218.74	(3) %	
62 PROF. CONTRACTED SERV.	30,000.00	371,704.00	401,704.00	157,290.00	210,620.00	221,420.00	22,994.00	5 %	
63 SUPPLIES/MATERIALS	94,185.00	91,416.00	185,601.00	55,256.92	114,084.32	114,084.32	16,259.76	8 %	
64 OTHER OPERATING COSTS	42,825.00	120,458.00	163,283.00	14,932.18	53,657.53	53,657.53	94,693.29	57 %	
Function Total:	699,707.00	568,483.00	1,268,190.00	227,479.10	912,182.59	922,982.59	117,728.31	9 %	
Func: 13 Curriculum Development									
61 PAYROLL COSTS	183,101.00	0.00	183,101.00	0.00	171,930.43	171,930.43	11,170.57	6 %	
62 PROF. CONTRACTED SERV.	0.00	3,600.00	3,600.00	1,199.84	2,399.68	2,399.68	0.48	%	
63 SUPPLIES/MATERIALS	0.00	18,900.00	18,900.00	15,728.00	2,727.00	2,727.00	445.00	2 %	
64 OTHER OPERATING COSTS	35,000.00	-14,330.00	20,670.00	972.14	1,249.06	1,249.06	18,448.80	89 %	
Function Total:	218,101.00	8,170.00	226,271.00	17,899.98	178,306.17	178,306.17	30,064.85	13 %	
Func: 21 Instructional Leadership									
61 PAYROLL COSTS	339,342.00	23,590.00	362,932.00	0.00	291,059.33	291,059.33	71,872.67	19 %	
64 OTHER OPERATING COSTS	0.00	1,410.00	1,410.00	0.00	229.10	229.10	1,180.90	83 %	
Function Total:	339,342.00	25,000.00	364,342.00	0.00	291,288.43	291,288.43	73,053.57	20 %	
Func: 23 Campus Leadership									
62 PROF. CONTRACTED SERV.	127,000.00	136,500.00	263,500.00	0.00	127,000.00	127,000.00	136,500.00	51 %	
63 SUPPLIES/MATERIALS	120,000.00	156,500.00	276,500.00	8,812.00	92,080.00	92,080.00	175,608.00	63 %	
Function Total:	247,000.00	293,000.00	540,000.00	8,812.00	219,080.00	219,080.00	312,108.00	57 %	
Func: 31 Counseling & Guidance									
Fund Total:	5,085,218.00	398,295.00	5,483,513.00	396,621.14	3,860,692.35	3,871,342.97	1,215,548.89	22 %	

Brownsville Independent School District
Expenditure Summary Report
 07/01/2019 - 05/31/2020

		Budget				Actual				Percent Available
Major Description	Original	Adjustments	Current	Encumbered	CUR	YT	Balance		() %	
Fund: 164 State Vocational Ed										
61 PAYROLL COSTS	10,538,407.00	-49,332.00	10,489,075.00	0.00	10,519,890.49	10,519,890.49	-30,815.49		26 %	
62 PROF. CONTRACTED SERV.	1,133,131.00	315,056.00	1,448,187.00	35,328.05	1,032,208.67	1,034,613.65	378,245.30		25 %	
63 SUPPLIES/MATERIALS	3,298,607.00	-633,481.00	2,665,126.00	176,479.62	1,793,366.08	1,808,294.91	680,351.47		49 %	
64 OTHER OPERATING COSTS	683,188.00	-27,313.00	655,875.00	91,614.30	241,863.91	242,262.91	321,997.79		12 %	
66 CAP. OUT.-BUILD/EQUIP	506,339.00	722,404.00	1,228,743.00	607,635.18	467,597.25	467,597.25	153,510.57		9 %	
Function Total:	16,159,672.00	327,334.00	16,487,006.00	911,057.15	14,054,926.40	14,072,659.21	1,503,289.64			
Func: 11 Instruction										
61 PAYROLL COSTS	1,800.00	0.00	1,800.00	0.00	578.93	578.93	1,221.07		67 %	
62 PROF. CONTRACTED SERV.	0.00	7,500.00	7,500.00	0.00	7,500.00	7,500.00	0.00		100 %	
63 SUPPLIES/MATERIALS	60,000.00	-7,500.00	52,500.00	0.00	0.00	0.00	52,500.00		76 %	
64 OTHER OPERATING COSTS	168,639.00	2,381.00	171,020.00	15,091.80	24,447.09	24,729.53	131,198.67		79 %	
Function Total:	230,439.00	2,381.00	232,820.00	15,091.80	32,526.02	32,808.46	184,919.74			
Func: 13 Curriculum Development										
61 PAYROLL COSTS	519,971.00	0.00	519,971.00	0.00	505,473.89	505,473.89	14,497.11		32 %	
62 PROF. CONTRACTED SERV.	7,500.00	1,400.00	8,900.00	2,408.67	3,558.04	3,558.04	2,933.29		7 %	
63 SUPPLIES/MATERIALS	80,200.00	-6,200.00	74,000.00	2,512.82	65,772.65	65,772.65	5,714.53		32 %	
64 OTHER OPERATING COSTS	64,750.00	1,800.00	66,550.00	1,310.40	43,611.06	43,611.06	21,628.54		7 %	
Function Total:	672,421.00	-3,000.00	669,421.00	6,231.89	618,415.64	618,415.64	44,773.47		6 %	
Func: 21 Instructional Leadership										
61 PAYROLL COSTS	622,016.00	0.00	622,016.00	0.00	593,055.69	593,055.69	28,960.31		43 %	
63 SUPPLIES/MATERIALS	190,475.00	-47,552.00	142,923.00	26,446.98	53,996.39	53,996.39	62,479.63		35 %	
64 OTHER OPERATING COSTS	164,120.00	50,097.00	214,217.00	11,451.69	125,135.87	126,572.12	76,193.19		17 %	
Function Total:	976,611.00	2,545.00	979,156.00	37,898.67	772,187.95	773,624.20	167,633.13			
Func: 31 Counseling & Guidance										
63 SUPPLIES/MATERIALS	33,550.00	-15,500.00	18,050.00	6,052.17	9,308.78	9,308.78	2,689.05		61 %	
64 OTHER OPERATING COSTS	1,136,800.00	25,440.00	1,162,240.00	69,711.45	377,285.96	377,285.96	715,242.59		60 %	
Function Total:	1,170,350.00	9,940.00	1,180,290.00	75,763.62	386,594.74	386,594.74	717,931.64			
Func: 36 Co Curricular Activity										
Function Total:	19,209,493.00	339,200.00	19,548,693.00	1,046,043.13	15,864,650.75	15,884,102.25	2,618,547.62		13 %	

Brownsville Independent School District
Expenditure Summary Report
07/01/2019 - 05/31/2020

Major Description	Budget				Actual				Percent Available
	Original	Adjustments	Current	Encumbered	CUR	YI	Balance	Available	
64 OTHER OPERATING COSTS	70,910.00	0.00	70,910.00	7,044.28	21,433.10	21,433.10	42,432.62	59 %	
Function Total:	70,910.00	0.00	70,910.00	7,044.28	21,433.10	21,433.10	42,432.62	59 %	
Func: 13 Curriculum Development									
61 PAYROLL COSTS	5,728,024.00	0.00	5,728,024.00	0.00	5,847,468.36	5,847,468.36	-119,444.36	(2) %	
62 PROF. CONTRACTED SERV.	703,439.00	203,485.00	906,924.00	164,055.69	491,818.92	492,338.16	250,530.15	27 %	
63 SUPPLIES/MATERIALS	1,941,112.00	-494,072.00	1,447,040.00	314,466.40	1,046,282.97	1,070,158.10	62,415.50	4 %	
64 OTHER OPERATING COSTS	1,858,575.00	-73,579.00	1,784,996.00	248,401.04	1,112,219.85	1,122,398.66	414,196.30	23 %	
66 CAP. OUT.-BUILD/EQUIP	101,785.00	206,524.00	308,309.00	168,511.80	139,594.34	139,594.34	202.86	%	
Function Total:	10,332,935.00	-157,642.00	10,175,293.00	895,434.93	8,637,384.44	8,671,957.62	607,900.45	5 %	
Func: 36 Co Curricular Activity									
61 PAYROLL COSTS	449,677.00	0.00	449,677.00	0.00	457,805.41	457,805.41	-8,128.41	(1) %	
63 SUPPLIES/MATERIALS	0.00	146,279.00	146,279.00	13,838.52	64,946.07	65,192.03	67,248.45	45 %	
66 CAP. OUT.-BUILD/EQUIP	0.00	32,710.00	32,710.00	0.00	32,309.07	32,309.07	400.93	1 %	
Function Total:	449,677.00	178,989.00	628,666.00	13,838.52	555,060.55	555,306.51	59,520.97	9 %	
Func: 51 Plant Maint & Operations									
Fund Total:	10,853,522.00	21,347.00	10,874,869.00	916,317.73	9,213,878.09	9,248,697.23	709,854.04	6 %	
Fund: 166 State Special Ed									
61 PAYROLL COSTS	31,270,244.00	9,829.00	31,280,073.00	0.00	32,597,572.26	32,597,983.12	-1,317,910.12	(4) %	
62 PROF. CONTRACTED SERV.	212,500.00	20,509.00	233,009.00	72,901.84	154,155.95	154,155.95	5,951.21	2 %	
63 SUPPLIES/MATERIALS	990,227.00	712,361.00	1,702,588.00	448,516.41	1,117,067.81	1,119,864.36	134,207.23	7 %	
64 OTHER OPERATING COSTS	209,776.00	-17,195.00	192,581.00	41,343.50	123,763.53	122,170.58	29,066.92	15 %	
Function Total:	32,682,747.00	725,504.00	33,408,251.00	562,761.75	33,987,559.55	33,994,174.01	-1,148,684.76	(3) %	
Func: 11 Instruction									
61 PAYROLL COSTS	86,705.00	10,515.00	97,220.00	0.00	24,325.06	24,325.06	72,894.94	74 %	
62 PROF. CONTRACTED SERV.	0.00	246,153.00	246,153.00	11,700.00	0.00	0.00	234,453.00	95 %	
63 SUPPLIES/MATERIALS	10,000.00	29,279.00	39,279.00	14,310.66	23,838.13	23,838.13	1,130.21	2 %	
64 OTHER OPERATING COSTS	306,527.00	-271,633.00	34,894.00	1,765.00	28,335.16	28,335.16	4,793.84	13 %	
Function Total:	403,232.00	14,314.00	417,546.00	27,775.66	76,498.35	76,498.35	313,271.99	75 %	
Func: 13 Curriculum Development									
61 PAYROLL COSTS	1,503,128.00	1,000.00	1,504,128.00	0.00	1,369,371.28	1,369,371.28	134,756.72	8 %	
62 PROF. CONTRACTED SERV.	104,000.00	6,780.00	110,780.00	10,810.80	79,005.98	79,005.98	20,963.22	18 %	

		Budget				Actual				Percent Available
		Original	Adjustments	Current	Encumbered	CUR	YT	Balance		
63	SUPPLIES/MATERIALS	26,100.00	-834.00	25,266.00	7,576.05	17,655.10	17,655.10	34.85	%	
64	OTHER OPERATING COSTS	34,770.00	-6,944.00	27,826.00	11,436.69	7,562.35	7,562.35	8,826.96	31 %	
	Function Total:	1,667,998.00	2.00	1,668,000.00	29,823.54	1,473,594.71	1,473,594.71	164,581.75	9 %	
	Func: 21 Instructional Leadership									
61	PAYROLL COSTS	585,503.00	0.00	585,503.00	0.00	528,843.41	528,843.41	56,659.59	9 %	
63	SUPPLIES/MATERIALS	2,500.00	4,225.00	6,725.00	0.00	6,680.22	6,680.22	44.78	%	
64	OTHER OPERATING COSTS	10,000.00	798.00	10,798.00	961.84	478.16	478.16	9,358.00	86 %	
	Function Total:	598,003.00	5,023.00	603,026.00	961.84	536,001.79	536,001.79	66,062.37	10 %	
	Func: 23 Campus Leadership									
61	PAYROLL COSTS	3,249,174.00	-22,367.00	3,226,807.00	0.00	3,148,039.62	3,148,039.62	78,767.38	2 %	
62	PROF. CONTRACTED SERV.	102,000.00	25,888.00	127,888.00	20,065.60	19,324.20	21,774.20	86,048.20	67 %	
63	SUPPLIES/MATERIALS	233,200.00	-5,291.00	227,909.00	49,158.27	168,930.98	172,168.42	6,582.31	2 %	
64	OTHER OPERATING COSTS	44,800.00	1,900.00	46,700.00	10,374.79	16,709.14	16,790.28	19,534.93	41 %	
	Function Total:	3,629,174.00	130.00	3,629,304.00	79,598.66	3,353,003.94	3,358,772.52	190,932.82	5 %	
	Func: 31 Counseling & Guidance									
63	SUPPLIES/MATERIALS	500.00	900.00	1,400.00	1,384.88	0.00	0.00	15.12	1 %	
64	OTHER OPERATING COSTS	2,500.00	-900.00	1,600.00	1,310.77	77.04	77.04	212.19	13 %	
	Function Total:	3,000.00	0.00	3,000.00	2,695.65	77.04	77.04	227.31	7 %	
	Func: 32 Social Work Services									
61	PAYROLL COSTS	3,000.00	2,500.00	5,500.00	0.00	0.00	0.00	5,500.00	100 %	
63	SUPPLIES/MATERIALS	2,500.00	-2,500.00	0.00	0.00	0.00	0.00	0.00	%	
	Function Total:	5,500.00	0.00	5,500.00	0.00	0.00	0.00	5,500.00	100 %	
	Func: 33 Health Services									
61	PAYROLL COSTS	89,297.00	0.00	89,297.00	0.00	0.00	0.00	89,297.00	100 %	
62	PROF. CONTRACTED SERV.	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100 %	
63	SUPPLIES/MATERIALS	10,000.00	0.00	10,000.00	4,068.18	919.70	919.70	5,012.12	50 %	
64	OTHER OPERATING COSTS	3,000.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00	100 %	
	Function Total:	103,297.00	0.00	103,297.00	4,068.18	919.70	919.70	98,309.12	95 %	
	Func: 36 Co Curricular Activity									
62	PROF. CONTRACTED SERV.	80,000.00	0.00	80,000.00	5,000.00	53,000.00	53,000.00	22,000.00	27 %	

Brownsville Independent School District
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Major Description	Budget				Actual				Percent Available
	Original	Adjustments	Current	Encumbered	CUR	YTD	Balance		
Function Total:	80,000.00	0.00	80,000.00	5,000.00	53,000.00	53,000.00	22,000.00	27 %	
Func: 41 Administration									
61 PAYROLL COSTS	36,325.00	0.00	36,325.00	0.00	36,984.20	36,984.20	-659.20	(1) %	
63 SUPPLIES/MATERIALS	7,000.00	0.00	7,000.00	0.00	3,685.56	3,685.56	3,314.44	47 %	
Function Total:	43,325.00	0.00	43,325.00	0.00	40,669.76	40,669.76	2,655.24	6 %	
Func: 51 Plant Maint & Operations									
62 PROF. CONTRACTED SERV.	15,000.00	-10,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100 %	
63 SUPPLIES/MATERIALS	10,000.00	30,000.00	40,000.00	39,920.00	0.00	0.00	80.00	%	
66 CAP. OUT.-BUILD/EQUIP	20,000.00	-20,000.00	0.00	0.00	0.00	0.00	0.00	%	
Function Total:	45,000.00	0.00	45,000.00	39,920.00	0.00	0.00	5,080.00	11 %	
Func: 53 Data Processing									
61 PAYROLL COSTS	7,000.00	1,500.00	8,500.00	0.00	645.86	645.86	7,854.14	92 %	
62 PROF. CONTRACTED SERV.	15,800.00	0.00	15,800.00	7,275.00	1,110.00	1,110.00	7,415.00	46 %	
63 SUPPLIES/MATERIALS	7,950.00	0.00	7,950.00	4,337.33	800.13	1,486.89	2,125.78	26 %	
64 OTHER OPERATING COSTS	14,250.00	-1,500.00	12,750.00	1,754.96	3,011.57	3,011.57	7,983.47	62 %	
Function Total:	45,000.00	0.00	45,000.00	13,367.29	5,567.56	6,254.32	25,378.39	56 %	
Func: 61 Community Services									
Fund Total:	39,306,276.00	744,973.00	40,051,249.00	765,972.57	39,526,892.40	39,539,962.20	-254,685.77	() %	
Fund: 188 TAX RATE INCREASE									
62 PROF. CONTRACTED SERV.	0.00	102,650.00	102,650.00	92,150.00	0.00	0.00	10,500.00	10 %	
63 SUPPLIES/MATERIALS	0.00	335,990.00	335,990.00	312,095.00	0.00	0.00	23,895.00	7 %	
Function Total:	0.00	438,640.00	438,640.00	404,245.00	0.00	0.00	34,395.00	7 %	
Func: 34 Student Transportation									
62 PROF. CONTRACTED SERV.	0.00	5,653,181.00	5,653,181.00	609,928.32	1,724,062.12	1,792,169.18	3,251,083.50	57 %	
63 SUPPLIES/MATERIALS	0.00	2,147,355.00	2,147,355.00	504,098.19	1,316,880.66	1,363,586.21	279,670.60	13 %	
66 CAP. OUT.-BUILD/EQUIP	0.00	305,922.00	305,922.00	153,006.14	30,410.34	30,410.34	122,505.52	40 %	
Function Total:	0.00	8,106,458.00	8,106,458.00	1,267,032.65	3,071,353.12	3,186,165.73	3,653,259.62	45 %	
Func: 51 Plant Maint & Operations									
65 DEBT SERVICE	9,676,200.00	0.00	9,676,200.00	0.00	9,675,950.00	9,675,950.00	250.00	%	

Brownsville Independent School District
Expenditure Summary Report
07/01/2019 - 05/31/2020

		Budget				Actual				Percent
<u>Major Description</u>	<u>Original</u>	<u>Adjustments</u>	<u>Current</u>	<u>Encumbered</u>	<u>CUR</u>	<u>YTD</u>	<u>Balance</u>	<u>Availabl</u>	<u>%</u>	
Function Total:	9,676,200.00	0.00	9,676,200.00	0.00	9,675,950.00	9,675,950.00	250.00			
Func: 71 Debt Services										
62 PROF. CONTRACTED SERV.	0.00	112,349.00	112,349.00	0.00	0.00	0.00	112,349.00	100	0	
66 CAP. OUT.-BUILD/EQUIP	0.00	39,572,123.00	39,572,123.00	6,201,472.52	4,685,585.92	4,685,585.92	28,685,064.56	72	0	
Function Total:	0.00	39,684,472.00	39,684,472.00	6,201,472.52	4,685,585.92	4,685,585.92	28,797,413.56	72	0	
Func: 81 Facilities Acq & Constr										
Fund Total:	9,676,200.00	48,229,570.00	57,905,770.00	7,872,750.17	17,432,889.04	17,547,701.65	32,485,318.18	56	0	
Func: 189 MAINT TAX NOTES 2017										
61 PAYROLL COSTS	0.00	75,000.00	75,000.00	0.00	74,691.96	74,691.96	308.04			
62 PROF. CONTRACTED SERV.	0.00	531,142.00	531,142.00	0.00	407,773.37	407,773.37	123,368.63	23	0	
63 SUPPLIES/MATERIALS	0.00	81,566.00	81,566.00	0.00	79,771.70	79,771.70	1,794.30	2	0	
Function Total:	0.00	687,708.00	687,708.00	0.00	562,237.03	562,237.03	125,470.97	18	0	
Func: 51 Plant Maint & Operations										
66 CAP. OUT.-BUILD/EQUIP	0.00	31,167,450.00	31,167,450.00	9,199,949.60	13,804,644.27	13,804,644.27	8,162,856.13	26	0	
Function Total:	0.00	31,167,450.00	31,167,450.00	9,199,949.60	13,804,644.27	13,804,644.27	8,162,856.13	26	0	
Func: 81 Facilities Acq & Constr										
Fund Total:	0.00	31,855,158.00	31,855,158.00	9,199,949.60	14,366,881.30	14,366,881.30	8,288,327.10	26	0	
Func: 190 PFC-Construction Fund										
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
Func: 191 Maintenance Tax Notes 201										
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
Func: 192 Insurance Recovery										
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
Func: 196 Medical Reimbursement-MAC										

Brownsville Independent School District
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		Budget				Actual				Percent Available
Major Description	Original	Adjustments	Current	Encumbered	CUR	YI	Balance			
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00		%	
Fund: 197 Projects										
63 SUPPLIES/MATERIALS	250,000.00	-39,057.00	210,943.00	26,005.65	170,352.00	170,352.00	14,585.35	6 %		
64 OTHER OPERATING COSTS	30,000.00	0.00	30,000.00	0.00	0.00	0.00	30,000.00	100 %		
66 CAP. OUT.-BUILD/EQUIP	0.00	39,057.00	39,057.00	0.00	38,935.50	38,935.50	121.50	%		
Function Total:	280,000.00	0.00	280,000.00	26,005.65	209,287.50	209,287.50	44,706.85	15 %		
Func: 11 Instruction										
62 PROF. CONTRACTED SERV.	19,250.00	-3,056.00	16,194.00	3,621.33	12,014.21	14,175.84	-1,603.17	(9) %		
63 SUPPLIES/MATERIALS	330,750.00	3,056.00	333,806.00	31,574.11	251,100.13	266,405.08	35,826.81	10 %		
Function Total:	350,000.00	0.00	350,000.00	35,195.44	263,114.34	280,580.92	34,223.64	9 %		
Func: 12 Instructional Resources										
62 PROF. CONTRACTED SERV.	2,000.00	-1,920.00	80.00	0.00	0.00	0.00	80.00	100 %		
63 SUPPLIES/MATERIALS	55,536.00	0.00	55,536.00	1,444.07	34,632.60	35,612.06	18,479.87	33 %		
64 OTHER OPERATING COSTS	0.00	1,920.00	1,920.00	70.00	1,780.00	1,780.00	70.00	3 %		
Function Total:	57,536.00	0.00	57,536.00	1,514.07	36,412.60	37,392.06	18,629.87	32 %		
Func: 33 Health Services										
62 PROF. CONTRACTED SERV.	0.00	11,600.00	11,600.00	0.00	11,453.90	11,453.90	146.10	1 %		
64 OTHER OPERATING COSTS	138,000.00	4,560.00	142,560.00	22,635.00	119,681.00	119,681.00	244.00	%		
Function Total:	138,000.00	16,160.00	154,160.00	22,635.00	131,134.90	131,134.90	390.10	%		
Func: 41 Administration										
62 PROF. CONTRACTED SERV.	525,000.00	816,257.00	1,341,257.00	13,517.97	789,196.07	789,196.07	538,542.96	40 %		
63 SUPPLIES/MATERIALS	0.00	101,190.00	101,190.00	18,840.00	82,348.04	82,348.04	1.96	%		
64 OTHER OPERATING COSTS	0.00	3,500.00	3,500.00	1,391.79	2,108.21	2,108.21	0.00	%		
66 CAP. OUT.-BUILD/EQUIP	250,000.00	0.00	250,000.00	128,797.00	0.00	0.00	121,203.00	48 %		
Function Total:	775,000.00	920,947.00	1,695,947.00	162,546.76	873,652.32	873,652.32	659,747.92	38 %		
Func: 51 Plant Maint & Operations										
62 PROF. CONTRACTED SERV.	0.00	19,205.00	19,205.00	0.00	19,204.71	19,204.71	0.29	%		
63 SUPPLIES/MATERIALS	118,716.00	80.00	118,796.00	13,102.74	19,626.64	19,626.64	86,066.62	72 %		
66 CAP. OUT.-BUILD/EQUIP	181,284.00	-19,285.00	161,999.00	0.00	0.00	0.00	161,999.00	100 %		

		Budget			Actual			Percent
Major Description	Original	Adjustments	Current	Encumbered	CUR	YTD	Balance	Availabl
Function Total:	300,000.00	0.00	300,000.00	13,102.74	38,831.35	38,831.35	248,065.91	82 %
Func: 52 Security & Monitoring Srv								
66 CAP. OUT.-BUILD/EQUIP	0.00	2,043,693.00	2,043,693.00	935,823.20	955,457.67	955,457.67	152,412.13	7 %
Function Total:	0.00	2,043,693.00	2,043,693.00	935,823.20	955,457.67	955,457.67	152,412.13	7 %
Func: 81 Facilities Acq & Constr								
Fund Total:	1,900,536.00	2,980,800.00	4,881,336.00	1,196,822.86	2,507,890.68	2,526,336.72	1,158,176.42	23 %
Fund: 198 Medical Reimbursement-SHA								
61 PAYROLL COSTS	0.00	0.00	0.00	0.00	332,774.99	332,774.99	-332,774.99	%
Function Total:	0.00	0.00	0.00	0.00	332,774.99	332,774.99	-332,774.99	%
Func: 11 Instruction								
61 PAYROLL COSTS	0.00	0.00	0.00	0.00	81,254.57	81,254.57	-81,254.57	%
Function Total:	0.00	0.00	0.00	0.00	81,254.57	81,254.57	-81,254.57	%
Func: 36 Co Curricular Activity								
Fund Total:	0.00	0.00	0.00	0.00	414,029.56	414,029.56	-414,029.56	%
Fund: 199 Local Maintenance								
61 PAYROLL COSTS	171,536,116.00	25,385.00	171,561,501.00	0.00	162,585,499.49	162,597,412.15	8,964,088.85	5 %
62 PROF. CONTRACTED SERV.	1,169,952.00	112,793.00	1,282,745.00	366,425.01	806,316.42	806,316.42	110,003.57	8 %
63 SUPPLIES/MATERIALS	2,465,416.00	-236,852.00	2,228,564.00	227,555.80	728,570.91	752,172.18	1,248,836.02	56 %
64 OTHER OPERATING COSTS	520,448.00	87,258.00	607,706.00	106,321.98	275,450.25	298,641.54	202,742.48	33 %
66 CAP. OUT.-BUILD/EQUIP	0.00	35,838.00	35,838.00	0.00	35,835.50	35,835.50	2.50	%
Function Total:	175,691,932.00	24,422.00	175,716,354.00	700,302.79	164,431,672.57	164,490,377.79	10,525,673.42	5 %
Func: 11 Instruction								
61 PAYROLL COSTS	6,349,879.00	18,387.00	6,368,266.00	0.00	6,095,360.59	6,095,360.59	272,905.41	4 %
62 PROF. CONTRACTED SERV.	804,310.00	11,798.00	816,108.00	148,546.64	656,210.96	656,210.96	11,350.40	1 %
63 SUPPLIES/MATERIALS	350,653.00	-35,916.00	314,737.00	28,446.76	110,470.40	111,880.09	174,410.15	55 %
64 OTHER OPERATING COSTS	28,220.00	-10,273.00	17,947.00	4,113.54	9,964.58	9,964.58	3,868.88	21 %
66 CAP. OUT.-BUILD/EQUIP	37,470.00	30,247.00	67,717.00	23,375.00	37,716.64	37,716.64	6,625.36	9 %

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 07/01/2019 - 05/31/2020

Major Description	Budget				Actual				Percent Available
	Original	Adjustments	Current	Encumbered	CUR	YT	Balance	Available	
Function Total:	7,570,532.00	14,243.00	7,584,775.00	204,481.94	6,909,723.17	6,911,132.86	469,160.20	6 %	
Func: 12 Instructional Resources									
61 PAYROLL COSTS	3,660,647.00	1,167.00	3,661,814.00	0.00	3,319,296.39	3,319,296.39	342,517.61	9 %	
62 PROF. CONTRACTED SERV.	90,982.00	202,788.00	293,770.00	4,891.88	274,347.91	274,347.91	14,530.21	4 %	
63 SUPPLIES/MATERIALS	140,408.00	-12,801.00	127,607.00	24,874.50	49,778.92	51,773.92	50,958.58	39 %	
64 OTHER OPERATING COSTS	267,065.00	14,119.00	281,184.00	46,972.34	120,377.80	122,506.30	111,705.36	39 %	
Function Total:	4,159,102.00	205,273.00	4,364,375.00	76,738.72	3,763,801.02	3,767,924.52	519,711.76	11 %	
Func: 13 Curriculum Development									
61 PAYROLL COSTS	3,388,029.00	7,192.00	3,395,221.00	0.00	2,573,822.48	2,573,822.48	821,398.52	24 %	
62 PROF. CONTRACTED SERV.	126,430.00	-5,719.00	120,711.00	23,619.34	83,141.44	83,141.44	13,950.22	11 %	
63 SUPPLIES/MATERIALS	152,989.00	-53,028.00	99,961.00	7,875.47	55,299.54	55,299.54	36,785.99	36 %	
64 OTHER OPERATING COSTS	137,320.00	38,662.00	175,982.00	22,626.03	108,615.84	108,615.84	44,740.13	25 %	
Function Total:	3,804,768.00	-12,893.00	3,791,875.00	54,120.84	2,820,879.30	2,820,879.30	916,874.86	24 %	
Func: 21 Instructional Leadership									
61 PAYROLL COSTS	24,902,065.00	11,889.00	24,913,954.00	0.00	22,091,535.67	22,091,535.67	2,822,418.33	11 %	
62 PROF. CONTRACTED SERV.	483,112.00	-26,524.00	456,588.00	67,234.91	179,925.60	179,925.60	209,427.49	45 %	
63 SUPPLIES/MATERIALS	324,008.00	-46,089.00	277,919.00	19,690.00	123,206.38	126,585.98	131,643.02	47 %	
64 OTHER OPERATING COSTS	314,831.00	11,470.00	326,301.00	50,759.48	132,293.27	144,208.97	131,332.55	40 %	
Function Total:	26,024,016.00	-49,254.00	25,974,762.00	137,684.39	22,526,960.92	22,542,256.22	3,294,821.39	12 %	
Func: 23 Campus Leadership									
61 PAYROLL COSTS	13,770,386.00	600.00	13,770,986.00	0.00	12,317,088.47	12,317,088.47	1,453,897.53	10 %	
62 PROF. CONTRACTED SERV.	322,665.00	7,722.00	330,387.00	2,919.28	182,753.10	182,753.10	144,714.62	43 %	
63 SUPPLIES/MATERIALS	289,197.00	-1,099.00	288,098.00	37,994.03	104,632.97	106,394.41	143,709.56	49 %	
64 OTHER OPERATING COSTS	60,398.00	-7,367.00	53,031.00	7,852.88	26,134.53	32,030.46	13,147.66	24 %	
Function Total:	14,442,646.00	-144.00	14,442,502.00	48,766.19	12,630,609.07	12,638,266.44	1,755,469.37	12 %	
Func: 31 Counseling & Guidance									
61 PAYROLL COSTS	419,630.00	20.00	419,650.00	0.00	348,021.06	348,021.06	71,628.94	17 %	
62 PROF. CONTRACTED SERV.	1,100.00	-877.00	223.00	0.00	0.00	0.00	223.00	100 %	
63 SUPPLIES/MATERIALS	13,666.00	-2,500.00	11,166.00	80.00	0.00	0.00	11,086.00	99 %	
64 OTHER OPERATING COSTS	10,237.00	0.00	10,237.00	2,284.27	6,829.90	6,829.90	1,122.83	10 %	

Brownsville Independent School District
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Major Description	Budget				Actual				Percent Available
	Original	Adjustments	Current	Encumbered	CUR	YT	Balance	Available	
Function Total:	444,633.00	-3,357.00	441,276.00	2,364.27	354,850.96	354,850.96	84,060.77	19 %	
Func: 32 Social Work Services									
61 PAYROLL COSTS	4,328,166.00	0.00	4,328,166.00	0.00	4,243,880.83	4,246,590.62	81,575.38	1 %	
62 PROF. CONTRACTED SERV.	106,500.00	899.00	107,399.00	25,999.45	80,729.22	80,729.22	670.33	%	
63 SUPPLIES/MATERIALS	117,975.00	-3,085.00	114,890.00	7,669.56	30,885.69	33,558.97	73,661.47	64 %	
64 OTHER OPERATING COSTS	8,030.00	1,940.00	9,970.00	1,160.83	4,211.86	4,251.87	4,557.30	45 %	
Function Total:	4,560,671.00	-246.00	4,560,425.00	34,829.84	4,359,707.60	4,365,130.68	160,464.48	3 %	
Func: 33 Health Services									
61 PAYROLL COSTS	9,055,170.00	166.00	9,055,336.00	0.00	9,657,737.89	9,655,237.89	-599,901.89	(6) %	
62 PROF. CONTRACTED SERV.	469,517.00	-5,904.00	463,613.00	47,076.21	282,775.88	284,888.51	131,648.28	28 %	
63 SUPPLIES/MATERIALS	1,338,300.00	-30,355.00	1,307,945.00	654,458.64	907,629.24	920,674.18	-267,187.82	(20) %	
64 OTHER OPERATING COSTS	528,500.00	1,540.00	530,040.00	1,633.16	428,272.16	428,272.16	100,134.68	18 %	
66 CAP. OUT.-BUILD/EQUIP	764,983.00	-674,636.00	90,347.00	21,500.00	62,986.00	62,986.00	5,861.00	6 %	
Function Total:	12,156,470.00	-709,189.00	11,447,281.00	724,668.01	11,339,401.17	11,352,058.74	-629,445.75	(5) %	
Func: 34 Student Transportation									
61 PAYROLL COSTS	840,000.00	0.00	840,000.00	0.00	688,368.31	688,368.31	151,631.69	18 %	
Function Total:	840,000.00	0.00	840,000.00	0.00	688,368.31	688,368.31	151,631.69	18 %	
Func: 35 Food Services									
61 PAYROLL COSTS	4,105,806.00	-8,650.00	4,097,156.00	0.00	2,912,191.98	2,912,191.98	1,184,964.02	28 %	
62 PROF. CONTRACTED SERV.	203,545.00	130,001.00	333,546.00	45,328.10	126,359.18	126,549.18	161,668.72	48 %	
63 SUPPLIES/MATERIALS	1,463,724.00	-66,128.00	1,397,596.00	221,307.85	830,783.20	839,312.56	336,975.59	24 %	
64 OTHER OPERATING COSTS	2,822,118.00	171,818.00	2,993,936.00	390,534.71	1,523,397.52	1,534,864.11	1,068,537.18	35 %	
66 CAP. OUT.-BUILD/EQUIP	0.00	6,000.00	6,000.00	0.00	6,000.00	6,000.00	0.00	%	
Function Total:	8,595,193.00	233,041.00	8,828,234.00	657,170.66	5,398,731.88	5,418,917.83	2,752,145.51	31 %	
Func: 36 Co Curricular Activity									
61 PAYROLL COSTS	9,086,630.00	-762.00	9,085,868.00	0.00	8,179,015.51	8,179,015.51	906,852.49	9 %	
62 PROF. CONTRACTED SERV.	2,362,151.00	-117,580.00	2,244,571.00	401,984.56	1,186,274.19	1,192,182.89	650,403.55	28 %	
63 SUPPLIES/MATERIALS	593,311.00	153,662.00	746,973.00	51,296.50	437,372.81	438,654.39	257,022.11	34 %	
64 OTHER OPERATING COSTS	1,025,726.00	55,459.00	1,081,185.00	247,565.65	389,965.98	396,448.29	437,171.06	40 %	
66 CAP. OUT.-BUILD/EQUIP	20,000.00	57,155.00	77,155.00	0.00	57,154.50	57,154.50	20,000.50	25 %	

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Major Description	Budget				Actual				Percent Available
	Original	Adjustments	Current	Encumbered	CUR	YT	Balance	Availabl	
Function Total:	13,087,818.00	147,934.00	13,235,752.00	700,846.71	10,249,782.99	10,263,455.58	2,271,449.71	17 %	
Func: 41 Administration									
61 PAYROLL COSTS	21,784,068.00	8,687.00	21,792,755.00	0.00	20,459,160.26	20,459,160.26	1,333,594.74	6 %	
62 PROF. CONTRACTED SERV.	16,166,167.00	-277,426.00	15,888,741.00	455,177.18	11,797,073.07	12,002,466.54	3,431,097.28	21 %	
63 SUPPLIES/MATERIALS	5,842,519.00	-1,980,965.00	3,861,554.00	792,497.54	2,511,719.17	2,523,604.32	545,452.14	14 %	
64 OTHER OPERATING COSTS	4,182,200.00	-91,399.00	4,090,801.00	100,361.26	3,328,626.07	3,328,626.07	661,813.67	16 %	
66 CAP. OUT.-BUILD/EQUIP	176,999.00	112,306.00	289,305.00	37,770.00	118,252.14	118,252.14	133,282.86	46 %	
Function Total:	48,151,953.00	-2,228,797.00	45,923,156.00	1,385,805.98	38,214,830.71	38,432,109.33	6,105,240.69	13 %	
Func: 51 Plant Maint & Operations									
61 PAYROLL COSTS	6,847,494.00	0.00	6,847,494.00	0.00	6,931,844.30	6,931,844.30	-84,350.30	(1) %	
62 PROF. CONTRACTED SERV.	174,901.00	-8,903.00	165,998.00	23,313.83	107,833.48	108,491.63	34,192.54	20 %	
63 SUPPLIES/MATERIALS	600,132.00	-51,206.00	548,926.00	61,795.35	187,633.95	187,633.95	299,496.70	54 %	
64 OTHER OPERATING COSTS	83,159.00	6,110.00	89,269.00	3,102.57	13,640.61	13,640.61	72,525.82	81 %	
66 CAP. OUT.-BUILD/EQUIP	69,000.00	55,620.00	124,620.00	0.00	124,585.20	124,585.20	34.80	%	
Function Total:	7,774,686.00	1,621.00	7,776,307.00	88,211.75	7,365,537.54	7,366,195.69	321,899.56	4 %	
Func: 52 Security & Monitoring Srv									
61 PAYROLL COSTS	2,422,209.00	20,000.00	2,442,209.00	0.00	2,279,438.29	2,279,438.29	162,770.71	6 %	
62 PROF. CONTRACTED SERV.	5,056,044.00	-1,064,611.00	3,991,433.00	888,046.56	2,361,760.62	2,364,962.14	738,424.30	18 %	
63 SUPPLIES/MATERIALS	1,223,073.00	521,696.00	1,744,769.00	488,660.47	495,690.38	495,690.38	760,418.15	43 %	
64 OTHER OPERATING COSTS	40,015.00	-10,082.00	29,933.00	865.98	15,910.09	15,910.09	13,156.93	43 %	
66 CAP. OUT.-BUILD/EQUIP	742,728.00	1,126,123.00	1,868,851.00	245,326.67	1,273,629.28	1,273,629.28	349,895.05	18 %	
Function Total:	9,484,069.00	593,126.00	10,077,195.00	1,622,899.68	6,426,428.66	6,429,630.18	2,024,665.14	20 %	
Func: 53 Data Processing									
61 PAYROLL COSTS	269,098.00	-38,418.00	230,680.00	0.00	229,297.23	229,297.23	1,382.77	%	
62 PROF. CONTRACTED SERV.	6,650.00	-2,414.00	4,236.00	0.00	2,735.33	2,735.33	1,500.67	35 %	
63 SUPPLIES/MATERIALS	11,050.00	50,727.00	61,777.00	3,960.08	31,593.43	31,593.43	26,223.49	42 %	
64 OTHER OPERATING COSTS	35,450.00	10,692.00	46,142.00	887.97	19,288.93	19,288.93	25,965.10	56 %	
Function Total:	322,248.00	20,587.00	342,835.00	4,848.05	282,914.92	282,914.92	55,072.03	16 %	
Func: 61 Community Services									
65 DEBT SERVICE	5,214,188.00	717,736.00	5,931,924.00	0.00	3,968,573.70	3,968,573.70	1,963,350.30	33 %	

Brownsville Independent School District
Expenditure Summary Report
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		Budget			Actual			Percent
Major Description	Original	Adjustments	Current	Encumbered	CUR	YT	Balance	Availabl
Function Total:	5,214,188.00	717,736.00	5,931,924.00	0.00	3,968,573.70	3,968,573.70	1,963,350.30	33 %
Func: 71 Debt Services								
66 CAP. OUT.-BUILD/EQUIP	290,000.00	0.00	290,000.00	0.00	97,967.12	97,967.12	192,032.88	66 %
Function Total:	290,000.00	0.00	290,000.00	0.00	97,967.12	97,967.12	192,032.88	66 %
Func: 81 Facilities Acq & Constr								
62 PROF. CONTRACTED SERV.	225,000.00	0.00	225,000.00	207,166.50	17,833.50	17,833.50	0.00	%
Function Total:	225,000.00	0.00	225,000.00	207,166.50	17,833.50	17,833.50	0.00	%
Func: 95 Pymts to Juvenile Just								
62 PROF. CONTRACTED SERV.	915,000.00	0.00	915,000.00	230,130.75	682,743.75	912,874.50	-228,005.25	(24) %
Function Total:	915,000.00	0.00	915,000.00	230,130.75	682,743.75	912,874.50	-228,005.25	(24) %
Func: 99 Other Intergovernmental C								
Fund Total:	343,754,925.00	-1,045,897.00	342,709,028.00	6,881,037.07	302,531,318.86	303,121,718.17	32,706,272.76	9 %
Grand Total:	498,854,851.00	95,152,928.00	594,007,779.00	33,530,010.27	468,541,186.53	469,376,044.35	91,101,724.38	15 %

Brownsville Independent School District
 Expenditure Summary Report
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Budget Actual

Major Description
Fund: 204 SAFE AND DRUG FREE SCHOOL

	<u>Original</u>	<u>Adjustments</u>	<u>Current</u>	<u>Encumbered</u>	<u>CUR</u>	<u>YI</u>	<u>Balance</u>	<u>Percent Available</u>
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 206 McKinney Vento Homeless								
61 PAYROLL COSTS	101,859.00	28,274.00	130,133.00	0.00	102,403.35	102,403.35	27,729.65	21 %
63 SUPPLIES/MATERIALS	38,945.00	289.00	39,234.00	5,103.29	33,829.57	33,829.57	301.14	%
64 OTHER OPERATING COSTS	5,500.00	0.00	5,500.00	24.30	2,820.92	2,820.92	2,654.78	48 %
Function Total:	146,304.00	28,563.00	174,867.00	5,127.59	139,053.84	139,053.84	30,685.57	17 %
Func: 61 Community Services								

Fund Total:

Fund: 211 ESEA TITLE I

61 PAYROLL COSTS	7,766,644.00	2,631,035.00	10,397,679.00	0.00	5,751,145.27	5,751,145.27	4,646,533.73	44 %
62 PROF. CONTRACTED SERV.	355,475.00	213,810.00	569,285.00	2,796.50	364,761.83	364,761.83	201,726.67	35 %
63 SUPPLIES/MATERIALS	5,311,851.00	4,523,271.00	9,835,122.00	564,056.56	5,717,805.08	5,735,963.31	3,535,102.13	35 %
64 OTHER OPERATING COSTS	654,831.00	552,093.00	1,206,924.00	79,185.21	449,059.16	480,058.56	647,680.23	53 %
66 CAP. OUT.-BUILD/EQUIP	0.00	5.00	5.00	0.00	0.00	0.00	5.00	100 %
Function Total:	14,088,801.00	7,920,214.00	22,009,015.00	646,038.27	12,282,771.34	12,331,928.97	9,031,047.76	41 %
Func: 11 Instruction								

61 PAYROLL COSTS

63 SUPPLIES/MATERIALS	1,433,657.00	180,964.00	1,614,621.00	0.00	1,425,909.39	1,425,909.39	188,711.61	11 %
64 OTHER OPERATING COSTS	109,540.00	23,927.00	133,467.00	30,883.27	91,915.05	91,915.05	10,668.68	7 %
Function Total:	50.00	217.00	267.00	45.00	0.00	0.00	222.00	83 %
Func: 12 Instructional Resources								

Fund: 13 Curriculum Development

61 PAYROLL COSTS	1,543,247.00	205,108.00	1,748,355.00	30,928.27	1,517,824.44	1,517,824.44	199,602.29	11 %
62 PROF. CONTRACTED SERV.	880,186.00	529,893.00	1,410,079.00	0.00	1,096,949.13	1,096,949.13	313,129.87	22 %
63 SUPPLIES/MATERIALS	138,074.00	263,950.00	402,024.00	0.00	375,198.05	375,198.05	26,825.95	6 %
64 OTHER OPERATING COSTS	364,500.00	842,769.00	1,207,269.00	33,882.59	682,357.04	682,357.04	491,029.37	40 %
Function Total:	259,642.00	124,128.00	383,770.00	47,469.18	119,147.08	119,147.08	217,153.74	56 %
Func: 13 Curriculum Development								

61 PAYROLL COSTS

62 PROF. CONTRACTED SERV.	645,478.00	247,763.00	893,241.00	0.00	635,719.54	635,719.54	257,521.46	28 %
63 SUPPLIES/MATERIALS	11,500.00	46,677.00	58,177.00	1,199.84	26,221.18	26,221.18	30,755.98	52 %
64 OTHER OPERATING COSTS								

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		Budget			Actual			Percent
Major Description	Original	Adjustments	Current	Encumbered	CUR	YT	Balance	Availabl
63 SUPPLIES/MATERIALS	33,579.00	52,275.00	85,854.00	4,146.20	31,966.33	31,966.33	49,741.47	57 %
64 OTHER OPERATING COSTS	15,800.00	8,663.00	24,463.00	3,241.85	5,507.53	5,507.53	15,713.62	64 %
Function Total:	706,357.00	355,378.00	1,061,735.00	8,587.89	699,414.58	699,414.58	353,732.53	33 %
Func: 21 Instructional Leadership								
61 PAYROLL COSTS	6,500.00	33,506.00	40,006.00	0.00	13,471.03	13,471.03	26,534.97	66 %
62 PROF. CONTRACTED SERV.	1,000.00	-402.00	598.00	70.00	525.00	525.00	3.00	%
63 SUPPLIES/MATERIALS	177,418.00	217,294.00	394,712.00	16,190.50	200,394.87	200,394.87	178,126.63	45 %
64 OTHER OPERATING COSTS	34,634.00	34,633.00	69,267.00	3,677.90	9,874.02	9,874.02	55,715.08	80 %
Function Total:	219,552.00	285,031.00	504,583.00	19,938.40	224,264.92	224,264.92	260,379.68	51 %
Func: 23 Campus Leadership								
61 PAYROLL COSTS	133,617.00	64,369.00	197,986.00	0.00	92,350.85	92,350.85	105,635.15	53 %
62 PROF. CONTRACTED SERV.	39,742.00	3,258.00	43,000.00	0.00	43,000.00	43,000.00	0.00	%
63 SUPPLIES/MATERIALS	90,536.00	41,026.00	131,562.00	198.43	11,285.49	11,285.49	120,078.08	91 %
64 OTHER OPERATING COSTS	5,100.00	1,313.00	6,413.00	1,315.00	3,533.86	4,848.86	249.14	3 %
Function Total:	268,995.00	109,966.00	378,961.00	1,513.43	150,170.20	151,485.20	225,962.37	59 %
Func: 31 Counseling & Guidance								
61 PAYROLL COSTS	1,573,682.00	184,698.00	1,758,380.00	0.00	1,533,426.59	1,533,426.59	224,953.41	12 %
63 SUPPLIES/MATERIALS	26,291.00	2,733.00	29,024.00	1,608.33	17,674.41	17,674.41	9,741.26	33 %
Function Total:	1,599,973.00	187,431.00	1,787,404.00	1,608.33	1,551,101.00	1,551,101.00	234,694.67	13 %
Func: 33 Health Services								
64 OTHER OPERATING COSTS	0.00	1,500.00	1,500.00	1,488.05	0.00	0.00	11.95	%
Function Total:	0.00	1,500.00	1,500.00	1,488.05	0.00	0.00	11.95	%
Func: 36 Co Curricular Activity								
61 PAYROLL COSTS	897.00	17,543.00	18,440.00	0.00	3,284.28	3,284.28	15,155.72	82 %
62 PROF. CONTRACTED SERV.	32,000.00	88,928.00	120,928.00	17,242.21	9,930.95	9,930.95	93,754.84	77 %
63 SUPPLIES/MATERIALS	43,125.00	4,728.00	47,853.00	0.00	0.00	0.00	47,853.00	100 %
Function Total:	76,022.00	111,199.00	187,221.00	17,242.21	13,215.23	13,215.23	156,763.56	83 %
Func: 51 Plant Maint & Operations								
61 PAYROLL COSTS	0.00	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100 %

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		Budget				Actual				Percent
		Original	Adjustments	Current	Encumbered	CUR	YTD	Balance	Available	
		0.00	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100 %	
Func: 53 Data Processing										
61	PAYROLL COSTS	1,867,174.00	317,497.00	2,184,671.00	0.00	1,735,160.97	1,735,160.97	449,510.03	20 %	
62	PROF. CONTRACTED SERV.	144,000.00	260,139.00	404,139.00	57,020.47	60,429.13	60,429.13	286,689.40	70 %	
63	SUPPLIES/MATERIALS	302,558.00	1,940,766.00	2,243,324.00	133,044.22	1,058,114.74	1,058,289.98	1,051,989.80	46 %	
64	OTHER OPERATING COSTS	120,004.00	24,927.00	144,931.00	26,258.27	32,236.33	32,346.33	86,326.40	59 %	
Function Total:		2,433,736.00	2,543,329.00	4,977,065.00	216,322.96	2,885,941.17	2,886,226.41	1,874,515.63	37 %	
Func: 61 Community Services										
Fund Total:		22,579,085.00	13,481,396.00	36,060,481.00	1,025,019.58	21,598,354.18	21,649,112.05	13,386,349.37	37 %	
Func: 212 ESEA TITLE I PT C MIGRAN										
61	PAYROLL COSTS	484,263.00	257,250.00	741,513.00	0.00	349,845.82	349,845.82	391,667.18	52 %	
62	PROF. CONTRACTED SERV.	58,640.00	21,240.00	79,880.00	0.00	12,000.00	12,000.00	67,880.00	84 %	
63	SUPPLIES/MATERIALS	152,096.00	343,824.00	495,920.00	1,127.42	11,754.00	11,754.00	483,038.58	97 %	
64	OTHER OPERATING COSTS	9,600.00	12,480.00	22,080.00	150.00	6,358.00	6,358.00	15,572.00	70 %	
Function Total:		704,599.00	634,794.00	1,339,393.00	1,277.42	379,957.82	379,957.82	958,157.76	71 %	
Func: 11 Instruction										
61	PAYROLL COSTS	1,350.00	1,602.00	2,952.00	0.00	1,167.58	1,167.58	1,784.42	60 %	
Function Total:		1,350.00	1,602.00	2,952.00	0.00	1,167.58	1,167.58	1,784.42	60 %	
Func: 13 Curriculum Development										
61	PAYROLL COSTS	288,854.00	12,245.00	301,099.00	0.00	267,336.01	267,336.01	33,762.99	11 %	
62	PROF. CONTRACTED SERV.	4,100.00	1,207.00	5,307.00	899.56	1,707.53	1,707.53	2,699.91	50 %	
63	SUPPLIES/MATERIALS	39,500.00	47,870.00	87,370.00	0.00	15,717.46	15,717.46	71,652.54	82 %	
64	OTHER OPERATING COSTS	26,550.00	20,900.00	47,450.00	4,157.01	8,680.92	8,680.92	34,612.07	72 %	
Function Total:		359,004.00	82,222.00	441,226.00	5,056.57	293,441.92	293,441.92	142,727.51	32 %	
Func: 21 Instructional Leadership										
61	PAYROLL COSTS	90,332.00	6,108.00	96,440.00	0.00	87,137.97	87,137.97	9,302.03	9 %	
Function Total:		90,332.00	6,108.00	96,440.00	0.00	87,137.97	87,137.97	9,302.03	9 %	
Func: 31 Counseling & Guidance										
64	OTHER OPERATING COSTS	25,000.00	-5,700.00	19,300.00	0.00	0.00	0.00	19,300.00	100 %	

		Budget				Actual				Percent
<u>Major Description</u>	<u>Original</u>	<u>Adjustments</u>	<u>Current</u>	<u>Encumbered</u>	<u>CUR</u>	<u>YTD</u>	<u>Balance</u>	<u>Availabl</u>	<u>Percent</u>	
<i>Function Total:</i>	25,000.00	-5,700.00	19,300.00	0.00	0.00	0.00	19,300.00	100 %		
<i>Func: 36 Co Curricular Activity</i>										
61 PAYROLL COSTS	329,490.00	40,043.00	369,533.00	0.00	276,242.97	276,242.97	93,290.03	25 %		
63 SUPPLIES/MATERIALS	62,250.00	22,568.00	84,818.00	300.00	40,072.78	40,072.78	44,445.22	52 %		
64 OTHER OPERATING COSTS	7,700.00	4,824.00	12,524.00	728.57	2,411.07	2,411.07	9,384.36	74 %		
<i>Function Total:</i>	399,440.00	67,435.00	466,875.00	1,028.57	318,726.82	318,726.82	147,119.61	31 %		
<i>Func: 61 Community Services</i>										
<i>Fund Total:</i>	1,579,725.00	786,461.00	2,366,186.00	7,362.56	1,080,432.11	1,080,432.11	1,278,391.33	54 %		
<i>Fund: 216 SCHOOL IMPROVEMENT PROGRA</i>										
<i>Fund Total:</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%		
<i>Fund: 220 Adult Ed-English Lit</i>										
61 PAYROLL COSTS	216,771.00	-95,328.00	121,443.00	0.00	117,221.17	117,221.17	4,221.83	3 %		
<i>Function Total:</i>	216,771.00	-95,328.00	121,443.00	0.00	117,221.17	117,221.17	4,221.83	3 %		
<i>Func: 11 Instruction</i>										
61 PAYROLL COSTS	2,726.00	-278.00	2,448.00	0.00	1,789.77	1,789.77	658.23	26 %		
<i>Function Total:</i>	2,726.00	-278.00	2,448.00	0.00	1,789.77	1,789.77	658.23	26 %		
<i>Func: 21 Instructional Leadership</i>										
61 PAYROLL COSTS	2,737.00	-1,874.00	863.00	0.00	124.58	124.58	738.42	85 %		
62 PROF. CONTRACTED SERV.	3,510.00	1,423.00	4,933.00	952.00	618.00	618.00	3,363.00	68 %		
63 SUPPLIES/MATERIALS	0.00	11,247.00	11,247.00	0.00	11,197.08	11,197.08	49.92	%		
64 OTHER OPERATING COSTS	0.00	480.00	480.00	0.00	475.60	475.60	4.40	%		
<i>Function Total:</i>	6,247.00	11,276.00	17,523.00	952.00	12,415.26	12,415.26	4,155.74	23 %		
<i>Func: 61 Community Services</i>										
<i>Fund Total:</i>	2,25,744.00	-84,330.00	141,414.00	952.00	131,426.20	131,426.20	9,035.80	6 %		
<i>Fund: 224 IDEA B</i>										
61 PAYROLL COSTS	6,525,852.00	3,244,883.00	9,770,735.00	0.00	6,386,250.47	6,386,250.47	3,384,484.53	34 %		
62 PROF. CONTRACTED SERV.	0.00	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100 %		

Brownsville Independent School District
Expenditure Summary Report
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		Budget			Actual			Percent
<u>Major Description</u>	<u>Original</u>	<u>Adjustments</u>	<u>Current</u>	<u>Encumbered</u>	<u>CUR</u>	<u>YT</u>	<u>Balance</u>	<u>Availabl</u>
Function Total:	6,525,852.00	3,254,883.00	9,780,735.00	0.00	6,386,250.47	6,386,250.47	3,394,484.53	34 %
Func: 11 Instruction								
61 PAYROLL COSTS	1,487,304.00	118,045.00	1,605,349.00	0.00	1,367,238.75	1,367,238.75	238,110.25	14 %
62 PROF. CONTRACTED SERV.	0.00	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100 %
Function Total:	1,487,304.00	128,045.00	1,615,349.00	0.00	1,367,238.75	1,367,238.75	248,110.25	15 %
Func: 31 Counseling & Guidance								
Fund Total:	8,013,156.00	3,382,928.00	11,396,084.00	0.00	7,753,489.22	7,753,489.22	3,642,594.78	31 %
Fund: 225 IDEA B-PRESCHOOL								
61 PAYROLL COSTS	80,612.00	135,021.00	215,633.00	0.00	95,838.88	95,838.88	119,794.12	55 %
63 SUPPLIES/MATERIALS	0.00	71,178.00	71,178.00	949.70	25,454.00	25,454.00	44,774.30	62 %
Function Total:	80,612.00	206,199.00	286,811.00	949.70	121,292.88	121,292.88	164,568.42	57 %
Func: 11 Instruction								
Fund Total:	80,612.00	206,199.00	286,811.00	949.70	121,292.88	121,292.88	164,568.42	57 %
Fund: 226 IDEA B-DISCRETIONARY								
61 PAYROLL COSTS	0.00	1,751.00	1,751.00	0.00	670.46	670.46	1,080.54	61 %
Function Total:	0.00	1,751.00	1,751.00	0.00	670.46	670.46	1,080.54	61 %
Func: 11 Instruction								
61 PAYROLL COSTS	0.00	2,065.00	2,065.00	0.00	0.00	0.00	2,065.00	100 %
Function Total:	0.00	2,065.00	2,065.00	0.00	0.00	0.00	2,065.00	100 %
Func: 31 Counseling & Guidance								
Fund Total:	0.00	3,816.00	3,816.00	0.00	670.46	670.46	3,145.54	82 %
Fund: 227 IDEA B-DEAF								
Function Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 231 JOB TRAINING PARTNERSHIP								
Function Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%

		Budget				Actual				Percent
		Original	Adjustments	Current	Encumbered	CUR	YT	Balance	Availabl	
Majo Description										
Fund: 244 VOCATIONAL EDUCATION BASI										
61	PAYROLL COSTS	198,703.00	10,522.00	209,225.00	0.00	183,348.38	183,348.38	25,876.62	12 %	
62	PROF. CONTRACTED SERV.	0.00	0.00	0.00	0.00	46,715.00	46,715.00	-46,715.00	%	
63	SUPPLIES/MATERIALS	190,000.00	60,538.00	250,538.00	31,170.94	280,578.17	280,578.17	-61,211.11	(24) %	
64	OTHER OPERATING COSTS	165,000.00	103,506.00	268,506.00	6,899.94	68,376.27	68,376.27	193,229.79	71 %	
66	CAP. OUT.-BUILD/EQUIP	0.00	0.00	0.00	0.00	15,317.00	15,317.00	-15,317.00	%	
Function Total:		553,703.00	174,566.00	728,269.00	38,070.88	594,334.82	594,334.82	95,863.30	13 %	
Func: 11 Instruction										
61	PAYROLL COSTS	0.00	0.00	0.00	0.00	2,607.73	2,607.73	-2,607.73	%	
63	SUPPLIES/MATERIALS	0.00	2,087.00	2,087.00	0.00	0.00	0.00	2,087.00	100 %	
64	OTHER OPERATING COSTS	160,423.00	48,993.00	209,416.00	39,539.62	43,444.23	43,444.23	126,432.15	60 %	
Function Total:		160,423.00	51,080.00	211,503.00	39,539.62	46,051.96	46,051.96	125,911.42	59 %	
Func: 13 Curriculum Development										
Fund Total:		714,126.00	225,646.00	939,772.00	77,610.50	640,386.78	640,386.78	221,774.72	23 %	
Func: 255 TEACH PRINC TRAIN AND REC										
61	PAYROLL COSTS	2,127,858.00	142,074.00	2,269,932.00	0.00	1,878,804.21	1,878,804.21	391,127.79	17 %	
63	SUPPLIES/MATERIALS	0.00	30,148.00	30,148.00	0.00	344.86	344.86	29,803.14	98 %	
Function Total:		2,127,858.00	172,222.00	2,300,080.00	0.00	1,879,149.07	1,879,149.07	420,930.93	18 %	
Func: 11 Instruction										
61	PAYROLL COSTS	1,016,570.00	-25,501.00	991,069.00	0.00	0.00	0.00	991,069.00	100 %	
62	PROF. CONTRACTED SERV.	38,308.00	32,885.00	71,193.00	13,500.00	30,850.00	30,850.00	26,843.00	37 %	
63	SUPPLIES/MATERIALS	7,192.00	24,262.00	31,454.00	0.00	6,214.79	6,214.79	25,239.21	80 %	
64	OTHER OPERATING COSTS	96,713.00	57,838.00	154,551.00	1,344.10	12,696.48	12,696.48	140,510.42	90 %	
Function Total:		1,158,783.00	89,484.00	1,248,267.00	14,844.10	49,761.27	49,761.27	1,183,661.63	94 %	
Func: 13 Curriculum Development										
63	SUPPLIES/MATERIALS	0.00	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	100 %	
64	OTHER OPERATING COSTS	0.00	34,606.00	34,606.00	0.00	303.61	303.61	34,302.39	99 %	
Function Total:		0.00	38,606.00	38,606.00	0.00	303.61	303.61	38,302.39	99 %	
Func: 21 Instructional Leadership										
64	OTHER OPERATING COSTS	0.00	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100 %	

Brownsville Independent School District
Expenditure Summary Report
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		Budget				Actual		Percent
<u>Major Description</u>	<u>Original</u>	<u>Adjustments</u>	<u>Current</u>	<u>Encumbered</u>	<u>CUR</u>	<u>YTD</u>	<u>Balance Available</u>	<u>100 %</u>
<i>Function Total:</i>	0.00	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100 %
<i>Func: 41 Administration</i>								
Fund Total:	3,286,641.00	305,312.00	3,591,953.00	14,844.10	1,929,213.95	1,929,213.95	1,647,894.95	45 %
<i>Fund: 256 Comp School Reform Grnt</i>								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
<i>Fund: 261 TEXAS READING FIRST INITI</i>								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
<i>Fund: 262 ENHANCING EDUCATION THRU</i>								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
<i>Fund: 263 ENGLISH LANGUAGE ACQUISIT</i>								
61 PAYROLL COSTS	518,408.00	179,483.00	697,891.00	0.00	659,668.59	659,668.59	38,222.41	5 %
62 PROF. CONTRACTED SERV.	210,000.00	7,128.00	217,128.00	93,030.00	113,119.07	113,119.07	10,978.93	5 %
63 SUPPLIES/MATERIALS	409,032.00	-45,735.00	363,297.00	50,036.62	185,912.59	186,745.92	126,514.46	34 %
64 OTHER OPERATING COSTS	0.00	6,262.00	6,262.00	0.00	0.00	0.00	6,262.00	100 %
Function Total:	1,137,440.00	147,138.00	1,284,578.00	143,066.62	958,700.25	959,533.58	181,977.80	14 %
<i>Func: 11 Instruction</i>								
61 PAYROLL COSTS	36,068.00	4,500.00	40,568.00	0.00	171,252.71	171,252.71	-130,684.71	(322) %
62 PROF. CONTRACTED SERV.	0.00	161,014.00	161,014.00	15,600.00	82,575.29	82,575.29	62,838.71	39 %
63 SUPPLIES/MATERIALS	2,884.00	0.00	2,884.00	0.00	0.00	0.00	2,884.00	100 %
64 OTHER OPERATING COSTS	0.00	9,299.00	9,299.00	0.00	0.00	0.00	9,299.00	100 %
Function Total:	38,952.00	174,813.00	213,765.00	15,600.00	253,828.00	253,828.00	-55,663.00	(26) %
<i>Func: 13 Curriculum Development</i>								
61 PAYROLL COSTS	34,317.00	0.00	34,317.00	0.00	31,113.90	31,113.90	3,203.10	9 %
62 PROF. CONTRACTED SERV.	0.00	18.00	18.00	0.00	0.00	0.00	18.00	100 %
63 SUPPLIES/MATERIALS	0.00	4,690.00	4,690.00	0.00	4,396.94	4,396.94	293.06	6 %
64 OTHER OPERATING COSTS	0.00	718.00	718.00	0.00	0.00	0.00	718.00	100 %

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		Budget			Actual			Percent
<u>Major Description</u>	<u>Original</u>	<u>Adjustments</u>	<u>Current</u>	<u>Encumbered</u>	<u>CUR</u>	<u>YTD</u>	<u>Balance Available</u>	<u>%</u>
Function Total:	34,317.00	5,426.00	39,743.00	0.00	35,510.84	35,510.84	4,232.16	10 %
Func: 21 Instructional Leadership								
63 SUPPLIES/MATERIALS	0.00	6,694.00	6,694.00	0.00	6,594.45	6,594.45	99.55	1 %
64 OTHER OPERATING COSTS	0.00	8,841.00	8,841.00	0.00	0.00	0.00	8,841.00	100 %
Function Total:	0.00	15,535.00	15,535.00	0.00	6,594.45	6,594.45	8,940.55	57 %
Func: 23 Campus Leadership								
62 PROF. CONTRACTED SERV.	0.00	6,000.00	6,000.00	5,139.54	0.00	0.00	860.46	14 %
Function Total:	0.00	6,000.00	6,000.00	5,139.54	0.00	0.00	860.46	14 %
Func: 31 Counseling & Guidance								
62 PROF. CONTRACTED SERV.	0.00	5,360.00	5,360.00	500.00	4,303.00	4,303.00	557.00	10 %
63 SUPPLIES/MATERIALS	15,000.00	-14,796.00	204.00	0.00	203.10	203.10	0.90	%
64 OTHER OPERATING COSTS	0.00	4,087.00	4,087.00	186.00	3,876.87	3,876.87	24.13	%
Function Total:	15,000.00	-5,349.00	9,651.00	686.00	8,382.97	8,382.97	582.03	6 %
Func: 61 Community Services								
Fund Total:	1,225,709.00	343,563.00	1,569,272.00	164,492.16	1,263,016.51	1,263,849.84	140,930.00	8 %
Func: 265 21ST CENTURY LEARNING CEN								
61 PAYROLL COSTS	0.00	708,530.00	708,530.00	0.00	511,672.38	511,672.38	196,857.62	27 %
Function Total:	0.00	708,530.00	708,530.00	0.00	511,672.38	511,672.38	196,857.62	27 %
Func: 11 Instruction								
Fund Total:	0.00	708,530.00	708,530.00	0.00	511,672.38	511,672.38	196,857.62	27 %
Func: 266 CARES STIMULUS GRANT								
61 PAYROLL COSTS	0.00	0.00	0.00	0.00	578,406.95	578,406.95	-578,406.95	%
63 SUPPLIES/MATERIALS	0.00	3,500,000.00	3,500,000.00	3,025,000.00	0.00	0.00	475,000.00	13 %
Function Total:	0.00	3,500,000.00	3,500,000.00	3,025,000.00	578,406.95	578,406.95	-103,406.95	(2) %
Func: 11 Instruction								
62 PROF. CONTRACTED SERV.	0.00	22,500.00	22,500.00	21,999.80	0.00	0.00	500.20	2 %
63 SUPPLIES/MATERIALS	0.00	250,730.00	250,730.00	0.00	0.00	0.00	250,730.00	100 %

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		Budget			Actual			Percent
<u>Major Description</u>	<u>Original</u>	<u>Adjustments</u>	<u>Current</u>	<u>Encumbered</u>	<u>CUR</u>	<u>YTD</u>	<u>Balance Available</u>	<u>91 %</u>
Function Total:	0.00	273,230.00	273,230.00	21,999.80	0.00	0.00	251,230.20	91 %
Func: 51 Plant Maint & Operations								
62 PROF. CONTRACTED SERV.	0.00	19,000.00	19,000.00	7,197.60	0.00	0.00	11,802.40	62 %
63 SUPPLIES/MATERIALS	0.00	97,498.00	97,498.00	97,498.00	0.00	0.00	0.00	%
Function Total:	0.00	116,498.00	116,498.00	104,695.60	0.00	0.00	11,802.40	10 %
Func: 53 Data Processing								
Fund Total:	0.00	3,889,728.00	3,889,728.00	3,151,695.40	578,406.95	578,406.95	159,625.65	4 %
Fund: 269 INNOVATIVE PROGRAMS								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 274 GEAR UP								
61 PAYROLL COSTS	0.00	102,959.00	102,959.00	0.00	13,737.12	13,737.12	89,221.88	86 %
63 SUPPLIES/MATERIALS	0.00	138,906.00	138,906.00	6,328.26	32,049.80	32,049.80	100,527.94	72 %
64 OTHER OPERATING COSTS	0.00	45,650.00	45,650.00	903.82	9,634.53	9,634.53	35,111.65	76 %
Function Total:	0.00	287,515.00	287,515.00	7,232.08	55,421.45	55,421.45	224,861.47	78 %
Func: 11 Instruction								
64 OTHER OPERATING COSTS	0.00	101.00	101.00	0.00	0.00	0.00	101.00	100 %
Function Total:	0.00	101.00	101.00	0.00	0.00	0.00	101.00	100 %
Func: 13 Curriculum Development								
61 PAYROLL COSTS	238,789.00	351,331.00	590,120.00	0.00	217,757.18	217,757.18	372,362.82	63 %
63 SUPPLIES/MATERIALS	0.00	12,028.00	12,028.00	742.47	8,408.88	8,408.88	2,876.65	23 %
64 OTHER OPERATING COSTS	0.00	18,000.00	18,000.00	213.09	3,452.29	3,452.29	14,334.62	79 %
Function Total:	238,789.00	381,359.00	620,148.00	955.56	229,618.35	229,618.35	389,574.09	62 %
Func: 31 Counseling & Guidance								
63 SUPPLIES/MATERIALS	0.00	3,186.00	3,186.00	1,473.57	155.83	155.83	1,556.60	48 %
64 OTHER OPERATING COSTS	0.00	3,024.00	3,024.00	625.40	919.62	919.62	1,478.98	48 %
Function Total:	0.00	6,210.00	6,210.00	2,098.97	1,075.45	1,075.45	3,035.58	48 %
Func: 61 Community Services								

Brownsville Independent School District
Expenditure Summary Report
07/01/2019 - 05/31/2020

Major Description	Budget				Actual			Percent Available
	Original	Adjustments	Current	Encumbered	CUR	YT	Balance	
Fund Total:	238,789.00	675,185.00	913,974.00	10,286.61	286,115.25	286,115.25	617,572.14	67 %
Fund: 276 TTIPS								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 279 ENHANCING ED THRU TECHN (
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 280 Texas Homless ED ARRA								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 283 IDEA B-ARRA								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 284 IDEA B Presch-ARRA								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 285 American Rec Reinv Act								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 286 T-TIPS								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 287 EDUCATION JOBS FUND								
61 PAYROLL COSTS	0.00	881,468.00	881,468.00	0.00	604,356.76	604,356.76	277,111.24	31 %
Function Total:	0.00	881,468.00	881,468.00	0.00	604,356.76	604,356.76	277,111.24	31 %
Func: 11 Instruction								
61 PAYROLL COSTS	0.00	5,020.00	5,020.00	0.00	4,586.30	4,586.30	433.70	8 %
Function Total:	0.00	5,020.00	5,020.00	0.00	4,586.30	4,586.30	433.70	8 %
Func: 12 Instructional Resources								
61 PAYROLL COSTS	0.00	670,402.00	670,402.00	0.00	686,698.82	686,698.82	-16,296.82	(2) %

Brownsville Independent School District
Expenditure Summary Report
 07/01/2019 - 05/31/2020

Budget Actual

<u>Major Description</u>	<u>Original</u>	<u>Adjustments</u>	<u>Current</u>	<u>Encumbered</u>	<u>CUR</u>	<u>Y/T</u>	<u>Balance</u>	<u>Percent Availabl</u>
64 OTHER OPERATING COSTS	0.00	12,000.00	12,000.00	2,475.00	0.00	0.00	9,525.00	79 %
Function Total:	0.00	682,402.00	682,402.00	2,475.00	686,698.82	686,698.82	-6,771.82	() %
Func: 13 Curriculum Development								
61 PAYROLL COSTS	0.00	46,440.00	46,440.00	0.00	111,359.64	111,359.64	-64,919.64	(139) %
Function Total:	0.00	46,440.00	46,440.00	0.00	111,359.64	111,359.64	-64,919.64	(139) %
Func: 23 Campus Leadership								
61 PAYROLL COSTS	0.00	50,787.00	50,787.00	0.00	20,339.44	20,339.44	30,447.56	59 %
Function Total:	0.00	50,787.00	50,787.00	0.00	20,339.44	20,339.44	30,447.56	59 %
Func: 31 Counseling & Guidance								
Fund Total:	0.00	1,666,117.00	1,666,117.00	2,475.00	1,427,340.96	1,427,340.96	236,301.04	14 %
Fund: 288 FED FUND SPEC REV - LOC D								
61 PAYROLL COSTS	0.00	1,588.00	1,588.00	0.00	193.77	193.77	1,394.23	87 %
Function Total:	0.00	1,588.00	1,588.00	0.00	193.77	193.77	1,394.23	87 %
Func: 11 Instruction								
61 PAYROLL COSTS	0.00	367,652.00	367,652.00	0.00	306,358.55	306,358.55	61,293.45	16 %
62 PROF. CONTRACTED SERV.	0.00	3,228,820.00	3,228,820.00	207,489.20	2,806,256.82	2,806,256.82	215,073.98	6 %
63 SUPPLIES/MATERIALS	0.00	411,186.00	411,186.00	77,715.00	158,387.74	158,387.74	175,083.26	42 %
64 OTHER OPERATING COSTS	0.00	1,004.00	1,004.00	0.00	72.53	72.53	931.47	92 %
Function Total:	0.00	4,008,662.00	4,008,662.00	285,204.20	3,271,075.64	3,271,075.64	452,382.16	11 %
Func: 12 Instructional Resources								
61 PAYROLL COSTS	0.00	107,148.00	107,148.00	0.00	79,207.26	79,207.26	27,940.74	26 %
63 SUPPLIES/MATERIALS	0.00	20,340.00	20,340.00	0.00	2,870.30	2,870.30	17,469.70	85 %
64 OTHER OPERATING COSTS	0.00	31,290.00	31,290.00	223.85	823.29	823.29	30,242.86	96 %
Function Total:	0.00	158,778.00	158,778.00	223.85	82,900.85	82,900.85	75,653.30	47 %
Func: 13 Curriculum Development								
61 PAYROLL COSTS	0.00	35,012.00	35,012.00	0.00	13,575.13	13,575.13	21,436.87	61 %
63 SUPPLIES/MATERIALS	0.00	5,000.00	5,000.00	3,135.00	0.00	0.00	1,865.00	37 %
64 OTHER OPERATING COSTS	0.00	9,244.00	9,244.00	113.40	2,563.06	2,563.06	6,567.54	71 %

Brownsville Independent School District
Expenditure Summary Report
 07/01/2019 - 05/31/2020

		Budget				Actual				Percent
Major Description	Original	Adjustments	Current	Encumbered	CUR	YTD	Balance	Available		
Function Total:	0.00	49,256.00	49,256.00	3,248.40	16,138.19	16,138.19	29,869.41	60 %		
Func: 21 Instructional Leadership										
66 CAP. OUT.-BUILD/EQUIP	0.00	64,680.00	64,680.00	0.00	59,420.12	59,420.12	5,259.88	8 %		
Function Total:	0.00	64,680.00	64,680.00	0.00	59,420.12	59,420.12	5,259.88	8 %		
Func: 51 Plant Maint & Operations										
62 PROF. CONTRACTED SERV.	0.00	14,964.00	14,964.00	3,173.00	5,672.00	5,672.00	6,119.00	40 %		
63 SUPPLIES/MATERIALS	0.00	302,374.00	302,374.00	10,650.95	109,910.58	109,910.58	181,812.47	60 %		
64 OTHER OPERATING COSTS	0.00	6,408.00	6,408.00	0.00	3,451.77	3,451.77	2,956.23	46 %		
Function Total:	0.00	323,746.00	323,746.00	13,823.95	119,034.35	119,034.35	190,887.70	58 %		
Func: 52 Security & Monitoring Srv										
Fund Total:	0.00	4,606,710.00	4,606,710.00	302,500.40	3,548,762.92	3,548,762.92	755,446.68	16 %		
Fund: 289 OTHER FEDERALLY FUNDED PG										
61 PAYROLL COSTS	985,589.00	-23,002.00	962,587.00	0.00	710,636.74	710,636.74	251,950.26	26 %		
62 PROF. CONTRACTED SERV.	7,147.00	54,954.00	62,101.00	0.00	62,100.00	62,100.00	1.00	%		
63 SUPPLIES/MATERIALS	112,551.00	29,356.00	141,907.00	1,810.70	47,136.69	47,136.69	92,959.61	65 %		
64 OTHER OPERATING COSTS	11,600.00	19,504.00	31,104.00	0.00	0.00	0.00	31,104.00	100 %		
66 CAP. OUT.-BUILD/EQUIP	0.00	1,065,923.00	1,065,923.00	0.00	0.00	0.00	1,065,923.00	100 %		
Function Total:	1,116,887.00	1,146,735.00	2,263,622.00	1,810.70	819,873.43	819,873.43	1,441,937.87	63 %		
Func: 11 Instruction										
61 PAYROLL COSTS	0.00	4,107.00	4,107.00	0.00	10,142.18	10,142.18	-6,035.18	(146) %		
62 PROF. CONTRACTED SERV.	5,767.00	157,675.00	163,442.00	18,750.00	76,250.00	76,250.00	68,442.00	41 %		
63 SUPPLIES/MATERIALS	60,000.00	-13,524.00	46,476.00	5,500.00	7,209.93	7,209.93	33,766.07	72 %		
64 OTHER OPERATING COSTS	24,000.00	2,783.00	26,783.00	3,487.29	12,745.42	12,745.42	10,550.29	39 %		
Function Total:	89,767.00	151,041.00	240,808.00	27,737.29	106,347.53	106,347.53	106,723.18	44 %		
Func: 13 Curriculum Development										
63 SUPPLIES/MATERIALS	15,000.00	785.00	15,785.00	0.00	-7.68	-7.68	15,792.68	100 %		
64 OTHER OPERATING COSTS	15,000.00	2,000.00	17,000.00	0.00	0.00	0.00	17,000.00	100 %		
Function Total:	30,000.00	2,785.00	32,785.00	0.00	-7.68	-7.68	32,792.68	100 %		
Func: 21 Instructional Leadership										
63 SUPPLIES/MATERIALS	0.00	89,986.00	89,986.00	0.00	131.29	131.29	89,854.71	99 %		

Brownsville Independent School District
Expenditure Summary Report
07/01/2019 - 05/31/2020

		Budget				Actual		Percent
Major Description	Original	Adjustments	Current	Encumbered	CUR	YTD	Balance	Availabl
Function Total:	0.00	89,986.00	89,986.00	0.00	131.29	131.29	89,854.71	99 %
Func: 23 Campus Leadership								
61 PAYROLL COSTS	100,000.00	232,767.00	332,767.00	0.00	33,950.13	33,950.13	298,816.87	89 %
62 PROF. CONTRACTED SERV.	62,000.00	81,792.00	143,792.00	24,309.96	17,200.00	17,200.00	102,282.04	71 %
63 SUPPLIES/MATERIALS	142,796.00	-22,397.00	120,399.00	17,002.70	11,172.25	11,172.25	92,224.05	76 %
64 OTHER OPERATING COSTS	50,000.00	-27,000.00	23,000.00	0.00	0.00	0.00	23,000.00	100 %
Function Total:	354,796.00	265,162.00	619,958.00	41,312.66	62,322.38	62,322.38	516,322.96	83 %
Func: 31 Counseling & Guidance								
63 SUPPLIES/MATERIALS	0.00	250,000.00	250,000.00	36,498.00	0.00	0.00	213,502.00	85 %
Function Total:	0.00	250,000.00	250,000.00	36,498.00	0.00	0.00	213,502.00	85 %
Func: 33 Health Services								
61 PAYROLL COSTS	0.00	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100 %
66 CAP. OUT.-BUILD/EQUIP	70,001.00	-70,001.00	0.00	0.00	0.00	0.00	0.00	%
Function Total:	70,001.00	29,999.00	100,000.00	0.00	0.00	0.00	100,000.00	100 %
Func: 51 Plant Maint & Operations								
61 PAYROLL COSTS	0.00	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100 %
66 CAP. OUT.-BUILD/EQUIP	0.00	2,709.00	2,709.00	0.00	0.00	0.00	2,709.00	100 %
Function Total:	0.00	102,709.00	102,709.00	0.00	0.00	0.00	102,709.00	100 %
Func: 53 Data Processing								
61 PAYROLL COSTS	0.00	23,500.00	23,500.00	0.00	6,263.79	6,263.79	17,236.21	73 %
62 PROF. CONTRACTED SERV.	0.00	10,000.00	10,000.00	5,000.00	5,000.00	5,000.00	0.00	%
63 SUPPLIES/MATERIALS	0.00	15,820.00	15,820.00	0.00	14,820.00	14,820.00	1,000.00	6 %
Function Total:	0.00	49,320.00	49,320.00	5,000.00	26,083.79	26,083.79	18,236.21	36 %
Func: 61 Community Services								
Fund Total:	1,661,451.00	2,087,737.00	3,749,188.00	112,358.65	1,014,750.74	1,014,750.74	2,622,078.61	69 %
Fund: 309 Federal Adult Education								
61 PAYROLL COSTS	595,336.00	474,621.00	1,069,957.00	0.00	952,035.94	952,035.94	117,921.06	11 %
Function Total:	595,336.00	474,621.00	1,069,957.00	0.00	952,035.94	952,035.94	117,921.06	11 %
Func: 11 Instruction								

Brownsville Independent School District
Expenditure Summary Report
 07/01/2019 - 05/31/2020

		Budget				Actual				Percent
<u>Majo</u>	<u>Description</u>	<u>Original</u>	<u>Adjustments</u>	<u>Current</u>	<u>Encumbered</u>	<u>CUR</u>	<u>YI</u>	<u>Balance</u>	<u>Availabl</u>	
61	PAYROLL COSTS	31,460.00	-2,126.00	29,334.00	0.00	24,205.32	24,205.32	5,128.68	17	%
62	PROF. CONTRACTED SERV.	4,915.00	0.00	4,915.00	0.00	0.00	0.00	4,915.00	100	%
	Function Total:	36,375.00	-2,126.00	34,249.00	0.00	24,205.32	24,205.32	10,043.68	29	%
	Func: 13 Curriculum Development									
61	PAYROLL COSTS	0.00	0.00	0.00	0.00	72,560.58	72,560.58	-72,560.58		%
	Function Total:	0.00	0.00	0.00	0.00	72,560.58	72,560.58	-72,560.58		%
	Func: 21 Instructional Leadership									
61	PAYROLL COSTS	48,574.00	12,158.00	60,732.00	0.00	11,692.25	11,692.25	49,039.75	80	%
62	PROF. CONTRACTED SERV.	148,932.00	103,045.00	251,977.00	11,126.00	103,100.75	103,100.75	137,750.25	54	%
63	SUPPLIES/MATERIALS	66,785.00	13,610.00	80,395.00	563.56	77,358.79	77,358.79	2,472.65	3	%
64	OTHER OPERATING COSTS	18,280.00	89,887.00	108,167.00	15,170.13	92,101.39	92,101.39	895.48		%
	Function Total:	282,571.00	218,700.00	501,271.00	26,859.69	284,253.18	284,253.18	190,158.13	37	%
	Func: 61 Community Services									
	Fund Total:	914,282.00	691,195.00	1,605,477.00	26,859.69	1,333,055.02	1,333,055.02	245,562.29	15	%
	Func: 312 Federal TANF									
61	PAYROLL COSTS	172,847.00	0.00	172,847.00	0.00	5,317.16	5,317.16	167,529.84	96	%
	Function Total:	172,847.00	0.00	172,847.00	0.00	5,317.16	5,317.16	167,529.84	96	%
	Func: 11 Instruction									
61	PAYROLL COSTS	7,400.00	156.00	7,556.00	0.00	595.72	595.72	6,960.28	92	%
	Function Total:	7,400.00	156.00	7,556.00	0.00	595.72	595.72	6,960.28	92	%
	Func: 21 Instructional Leadership									
61	PAYROLL COSTS	26,845.00	0.00	26,845.00	0.00	1,476.24	1,476.24	25,368.76	94	%
63	SUPPLIES/MATERIALS	8,811.00	971.00	9,782.00	0.00	-85.14	-85.14	9,867.14	100	%
64	OTHER OPERATING COSTS	7,495.00	1,344.00	8,839.00	789.70	1,856.72	1,856.72	6,192.58	70	%
	Function Total:	43,151.00	2,315.00	45,466.00	789.70	3,247.82	3,247.82	41,428.48	91	%
	Func: 61 Community Services									
	Fund Total:	223,398.00	2,471.00	225,869.00	789.70	9,160.70	9,160.70	215,918.60	95	%

Brownsville Independent School District
Expenditure Summary Report
 07/01/2019 - 05/31/2020

..... Budget Actual

<u>Major Description</u>	<u>Original</u>	<u>Adjustments</u>	<u>Current</u>	<u>Encumbered</u>	<u>CUR</u>	<u>YT</u>	<u>Balance</u>	<u>Percent Availabl</u>
61 PAYROLL COSTS	75,168.00	156,342.00	231,510.00	0.00	149,376.63	149,376.63	82,133.37	35 %
Function Total:	75,168.00	156,342.00	231,510.00	0.00	149,376.63	149,376.63	82,133.37	35 %
Func: 11 Instruction								
Fund Total:	75,168.00	156,342.00	231,510.00	0.00	149,376.63	149,376.63	82,133.37	35 %
Fund: 316 IDEA B-DEAF								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 317 IDEA B-PRESCHOOL DEAF								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 340 IDEA C-EARLY INTERVENTION								
63 SUPPLIES/MATERIALS	485.00	7.00	492.00	0.00	-11.75	-11.75	503.75	102 %
Function Total:	485.00	7.00	492.00	0.00	-11.75	-11.75	503.75	102 %
Func: 11 Instruction								
Fund Total:	485.00	7.00	492.00	0.00	-11.75	-11.75	503.75	102 %
Fund: 381 ADULT ED-TEXAS LEARNS								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 392 NON EDUCATION COMM BASED								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 394 PREGANCY-EDUC-PARENT EDUC								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 397 ADV PLACEMENT INCENTIVES								
64 OTHER OPERATING COSTS	0.00	12,210.00	12,210.00	0.00	0.00	0.00	12,210.00	100 %
Function Total:	0.00	12,210.00	12,210.00	0.00	0.00	0.00	12,210.00	100 %
Func: 13 Curriculum Development								

Major Description	Budget				Actual				Percent Available
	Original	Adjustments	Current	Encumbered	CUR	YT	Balance		
Fund Total:	0.00	12,210.00	12,210.00	0.00	0.00	0.00	12,210.00	100 %	
Fund: 401 OPTIONAL EXTENDED YEAR PR									
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%	
Fund: 404 STUDENT SUCCESS INITIATIV									
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%	
Fund: 409 BASIC SKILLS PRG FR H S S									
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%	
Fund: 410 STATE TEXTBOOK(Inst Mat A									
62 PROF. CONTRACTED SERV.	0.00	374.00	374.00	0.00	0.00	0.00	374.00	100 %	
63 SUPPLIES/MATERIALS	4,662,526.00	11,413,450.00	16,075,976.00	2,623,427.33	7,517,110.24	7,517,110.24	5,935,438.43	36 %	
Function Total:	4,662,526.00	11,413,824.00	16,076,350.00	2,623,427.33	7,517,110.24	7,517,110.24	5,935,812.43	36 %	
Func: 11 Instruction									
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%	
Fund: 411 TECHNOLOGY ALLOTMENT									
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%	
Fund: 415 KINDERGARTEN AND PRE-K GR									
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%	
Fund: 418 AEHIC OR SUPPL COMPENSATI									
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%	
Fund: 51 Plant Maint & Operations									
Fund Total:	0.00	505.00	505.00	0.00	295.00	295.00	210.00	41 %	
Function Total:	0.00	505.00	505.00	0.00	295.00	295.00	210.00	41 %	
Fund: 51 Plant Maint & Operations									
Fund Total:	0.00	505.00	505.00	0.00	295.00	295.00	210.00	41 %	
Function Total:	0.00	505.00	505.00	0.00	295.00	295.00	210.00	41 %	
Fund: 411 TECHNOLOGY ALLOTMENT									
Fund Total:	4,662,526.00	11,414,729.00	16,077,255.00	2,623,427.33	7,517,405.24	7,517,405.24	5,936,422.43	36 %	
Fund: 411 TECHNOLOGY ALLOTMENT									
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%	
Fund: 415 KINDERGARTEN AND PRE-K GR									
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%	
Fund: 418 AEHIC OR SUPPL COMPENSATI									
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%	

Brownsville Independent School District
Expenditure Summary Report
07/01/2019 - 05/31/2020

Major Description	Budget				Actual				Percent Available
	Original	Adjustments	Current	Encumbered	CUR	YT	Balance		
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 426 TEEG 3									
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 427 ISEE YOU GRANT									
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 428 HIGH SCHOOL ALLOTMENT									
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 429 STATE FUNDED SPECIAL REVE									
61 PAYROLL COSTS	0.00	34,122.00	34,122.00	0.00	1,976.13	1,976.13	32,145.87	94 %	
62 PROF. CONTRACTED SERV.	0.00	16,947.00	16,947.00	0.00	0.00	0.00	16,947.00	100 %	
63 SUPPLIES/MATERIALS	0.00	212,866.00	212,866.00	0.00	129,480.42	129,480.42	83,385.58	39 %	
64 OTHER OPERATING COSTS	0.00	18,000.00	18,000.00	650.00	900.00	900.00	16,450.00	91 %	
66 CAP. OUT.-BUILD/EQUIP	0.00	373,743.00	373,743.00	0.00	340,242.26	340,242.26	33,500.74	8 %	
Function Total:	0.00	655,678.00	655,678.00	650.00	472,598.81	472,598.81	182,429.19	27 %	
Func: 11 Instruction									
63 SUPPLIES/MATERIALS	0.00	28.00	28.00	0.00	81.53	81.53	-53.53	(191) %	
Function Total:	0.00	28.00	28.00	0.00	81.53	81.53	-53.53	(191) %	
Func: 12 Instructional Resources									
61 PAYROLL COSTS	0.00	35,796.00	35,796.00	0.00	12,259.42	12,259.42	23,536.58	65 %	
62 PROF. CONTRACTED SERV.	0.00	65,832.00	65,832.00	35,785.00	0.00	0.00	30,047.00	45 %	
63 SUPPLIES/MATERIALS	0.00	11,990.00	11,990.00	0.00	0.00	0.00	11,990.00	100 %	
64 OTHER OPERATING COSTS	0.00	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100 %	
Function Total:	0.00	118,618.00	118,618.00	35,785.00	12,259.42	12,259.42	70,573.58	59 %	
Func: 13 Curriculum Development									
61 PAYROLL COSTS	0.00	39,022.00	39,022.00	0.00	11,343.30	11,343.30	27,678.70	70 %	
64 OTHER OPERATING COSTS	0.00	12,938.00	12,938.00	0.00	4,739.87	4,739.87	8,198.13	63 %	

		Budget				Actual		Percent
Major Description	Original	Adjustments	Current	Encumbered	CUR	YI	Balance	Availabl
Function Total:	0.00	51,960.00	51,960.00	0.00	16,083.17	16,083.17	35,876.83	69 %
Func: 21 Instructional Leadership								
62 PROF. CONTRACTED SERV.	0.00	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100 %
63 SUPPLIES/MATERIALS	0.00	485,616.00	485,616.00	0.00	86,615.66	86,615.66	399,000.34	82 %
Function Total:	0.00	495,616.00	495,616.00	0.00	86,615.66	86,615.66	409,000.34	82 %
Func: 52 Security & Monitoring Srv								
Fund Total:	0.00	1,321,900.00	1,321,900.00	36,435.00	587,638.59	587,638.59	697,826.41	52 %
Fund: 431 SSA - ADULT EDUCATION - S								
61 PAYROLL COSTS	124,462.00	29,931.00	154,393.00	0.00	21,093.01	21,093.01	133,299.99	86 %
Function Total:	124,462.00	29,931.00	154,393.00	0.00	21,093.01	21,093.01	133,299.99	86 %
Func: 11 Instruction								
61 PAYROLL COSTS	15,819.00	10,985.00	26,804.00	0.00	1,191.49	1,191.49	25,612.51	95 %
62 PROF. CONTRACTED SERV.	22,674.00	0.00	22,674.00	0.00	0.00	0.00	22,674.00	100 %
63 SUPPLIES/MATERIALS	1,400.00	0.00	1,400.00	500.00	-254.01	-254.01	1,154.01	82 %
64 OTHER OPERATING COSTS	3,143.00	0.00	3,143.00	713.68	1,337.92	1,337.92	1,091.40	34 %
Function Total:	43,036.00	10,985.00	54,021.00	1,213.68	2,275.40	2,275.40	50,531.92	93 %
Func: 61 Community Services								
Fund Total:	167,498.00	40,916.00	208,414.00	1,213.68	23,368.41	23,368.41	183,831.91	88 %
Fund: 432 SSA - TANF - STATE								
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 435 SSA - REGIONAL DAY SCH FR								
61 PAYROLL COSTS	497,774.00	76,086.00	573,860.00	0.00	570,162.41	570,162.41	3,697.59	%
Function Total:	497,774.00	76,086.00	573,860.00	0.00	570,162.41	570,162.41	3,697.59	%
Func: 11 Instruction								
61 PAYROLL COSTS	81,581.00	50,043.00	131,624.00	0.00	80,239.61	80,239.61	51,384.39	39 %
Function Total:	81,581.00	50,043.00	131,624.00	0.00	80,239.61	80,239.61	51,384.39	39 %
Func: 31 Counseling & Guidance								

Brownsville Independent School District
Expenditure Summary Report
07/01/2019 - 05/31/2020

Major Description	Budget				Actual				Percent Available
	Original	Adjustments	Current	Encumbered	CUR	YT	Balance		
Fund Total:	579,355.00	126,129.00	705,484.00	0.00	650,402.02	650,402.02	55,081.98	7	%
Fund: 496 AVID-UTPA	0.00	0.00	0.00	0.00	0.00	0.00	0.00		%
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00		%
Fund: 497 TX HS PROJECT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00		%
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00		%
Fund: 498 OTHER LOCAL FUNDED SP REV	0.00	0.00	0.00	0.00	0.00	0.00	0.00		%
Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00		%
Fund: 499 LOCALLY FUNDED SPECIAL RE	0.00	0.00	0.00	0.00	5,950.71	5,950.71	-5,950.71		%
61 PAYROLL COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00		%
62 PROF. CONTRACTED SERV.	0.00	2,000.00	2,000.00	0.00	2,000.00	2,000.00	0.00		%
63 SUPPLIES/MATERIALS	0.00	9,275.00	9,275.00	1,803.90	5,559.72	5,559.72	1,911.38	20	%
64 OTHER OPERATING COSTS	0.00	4,750.00	4,750.00	500.00	1,298.72	1,298.72	2,951.28	62	%
Function Total:	0.00	16,025.00	16,025.00	2,303.90	14,809.15	14,809.15	-1,088.05	(6)	%
Func: 11 Instruction	0.00	731.00	731.00	0.00	535.13	535.13	195.87	26	%
63 SUPPLIES/MATERIALS	0.00	731.00	731.00	0.00	535.13	535.13	195.87	26	%
Function Total:	0.00	731.00	731.00	0.00	535.13	535.13	195.87	26	%
Func: 12 Instructional Resources	0.00	0.00	0.00	0.00	-219.07	-219.07	219.07		%
63 SUPPLIES/MATERIALS	0.00	0.00	0.00	0.00	-219.07	-219.07	219.07		%
Function Total:	0.00	0.00	0.00	0.00	-219.07	-219.07	219.07		%
Func: 51 Plant Maint & Operations	0.00	0.00	0.00	0.00	-76.16	-76.16	76.16		%
64 OTHER OPERATING COSTS	0.00	0.00	0.00	0.00	-76.16	-76.16	76.16		%
Function Total:	0.00	0.00	0.00	0.00	-76.16	-76.16	76.16		%
Func: 61 Community Services	0.00	16,756.00	16,756.00	2,303.90	15,049.05	15,049.05	-596.95	(3)	%
Fund Total:	0.00	16,756.00	16,756.00	2,303.90	15,049.05	15,049.05	-596.95	(3)	%

Brownsville Independent School District
Expenditure Summary Report
 07/01/2019 - 05/31/2020

<u>Major Description</u>	<u>Budget</u>				<u>Actual</u>	<u>Percent Available</u>		
	<u>Original</u>	<u>Adjustments</u>	<u>Current</u>	<u>Encumbered</u>	<u>YTD</u>		<u>Balance</u>	
Grand Total:	46,374,054.00	46,096,216.00	92,470,270.00	7,566,703.55	52,309,829.24	52,361,420.44	32,542,146.01	35 %



Brownsville Independent School District

Agenda Category: Conference Presentation Board of Education Meeting: 06/16/2020

Item Title:	<u>Update on Demographic Study</u>	<u> </u>	Action
	<u> </u>	<u> </u>	<u>X</u> Information
	<u> </u>	<u> </u>	Discussion

BACKGROUND:


ARCBridge Consulting & Training, Inc., of Sterling, Virginia is conducting a demographic study as requested and approved by the board of trustees. An update on the demographic study will be provided by representatives of the company.


 Dr. Lee Garcia / Mr. David Robledo

Submitted by: Administrator/CFO


 /David Robledo

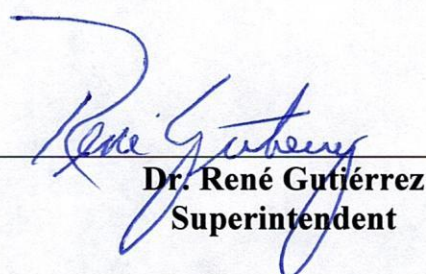
Recommended by: Asst. Supt./CFO


 Dr. Nereida Cantu

Approved by: Deputy Superintendent

6/10/2020

Approved for Submission to Board of Education:


Dr. René Gutiérrez
Superintendent



Brownsville Independent School District

Agenda Category: Board Member Request Board of Education Meeting: 06/16/20

Item Title:	<u>Clarify the method being used to calculate and implement</u>	<u>X</u>	Action
	<u>EIE, EIC and EIA Local and Legal</u>	<u> </u>	Information
	<u>(Board Member Request – MP)</u>	<u> </u>	Discussion

BACKGROUND:

Board Member Request: **Minerva Pena**

Board Support: **Eddie Garcia**
Dr. Prisci Roca Tipton

Presentation and discussion with administration to clarify the method being used to calculate and implement EIE (Local) (Legal), EIC (Local) (Legal), and EIA (Legal) (Local) as it pertains to report cards, weighted grade point average, and class rankings. (Board Member Request – Minerva Pena, Board Support Eddie Garcia and Dr. Prisci Roca Tipton)

Approved for Submission to Board of Education:

Submitted by: Superintendent

Recommended by: Asst. Supt./CFO

Approved by: Deputy Superintendent

Board Member Request

Dr. René Gutiérrez
Superintendent

Patricia Perez

From: Patricia Perez
Sent: Monday, June 8, 2020 11:44 AM
To: Patricia Perez
Subject: FW: Agenda items Board Agenda Request - Minerva Pena RRBM 06-16-2020

FYI:Board of Trustees
Superintendent
Board Attorney

Board Agenda Request - Minerva Pena
Rescheduled Regular Board Meeting - June 16, 2020

-----Original Message-----

From: Minerva Pena <pena4bisd@yahoo.com>
Sent: Monday, June 8, 2020 9:47 AM
To: Patricia Perez <pperez@bisd.us>
Subject: Agenda items

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1. Presentation and Discussion with administration to clarify the method being used to calculate and implement EIE (Local) (Legal), EIC (Local) (Legal), and EIA (Legal) (Local) as it pertains to report cards, weighted grade point average, and class rankings.
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Thank You

Sent from my iPhone

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Patricia Perez

Subject:

FW: Agenda items Board Agenda Request - Minerva Pena RRBM 06-16-2020

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Sent: Monday, June 8, 2020 12:11 PM

To: Patricia Perez <pperez@bisd.us>

Subject: Re: Agenda items Board Agenda Request - Minerva Pena RRBM 06-16-2020

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Brownsville Independent School District

Agenda Category: Board Member Request Board of Education Meeting: 06/16/20

Item Title: Modify the policies and method X Action
EIE, EIC and EIA Local and Legal Information
(Board Member Request – MP) Discussion

BACKGROUND:

Board Member Request: **Minerva Pena**
Board Support: **Eddie Garcia**
Dr. Prisci Roca Tipton

FISCAL IMPLICATIONS:

RECOMMENDATION:

Discussion, consideration, and possible action to modify the policies and method being used to calculate and implement EIE (Local) (Legal), EIC (Local) (Legal), and EIA (Legal) (Local) as it pertains to report cards, weighted grade point average, and class rankings. (Board Member Request – Minerva Pena, Board Support Eddie Garcia and Dr. Prisci Roca Tipton)

Approved for Submission to Board of Education:

Submitted by: Superintendent

Recommended by: Asst. Supt./CFO

Approved by: Deputy Superintendent

Board Member Request

Dr. René Gutiérrez
Superintendent

Patricia Perez

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Subject: FW: Agenda items Board Agenda Request - Minerva Pena RRBM 06-16-2020

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Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/2020

Item Title: Acquisition of Chromebooks 11 3100 X Action
2-in-1 for Distance Learning for Information
Student Use District-wide/Phase II Discussion

BACKGROUND:

At the Special Called Board Meeting of May 14, 2020, Phase I of this purchase was Board approved. Administration is now moving into Phase II and is requesting approval to continue the acquisition process of the Chromebooks 11 3100 2-in-1 for student use district-wide from Dell, Inc., One Dell Way, Round Rock, TX 78682. Administration will be purchasing 10,000 of the Chromebooks in Phase II. These will provide assistance with distance learning.

FISCAL IMPLICATIONS:

Local and Categorical Fund: \$2,750,000.00

RECOMMENDATION:

Recommend approval to purchase 10,000 Chromebooks 11 3100 2-in-1 for Distance Learning for Student Use District-wide/Phase II, from Dell, Inc., One Dell Way, Round Rock, TX 78682 in the amount not to exceed \$2,750,000.00. Acquisition to be processed using the Department of Information Resources Resolution #R-003/19-20.

Approved for Submission to Board of Education:

Dr. Nereida Cantu
Submitted by: Deputy Superintendent

Dr. Nereida Cantu
Recommended by: Deputy Superintendent

Dr. Nereida Cantu *Dr. Nelli Cantu*
Approved by: Deputy Superintendent *6/9/2020*

René Gutiérrez

Dr. René Gutiérrez
Superintendent



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000062066012.1	Sales Rep	Tasha Myers
Total	\$2,750,000.00	Phone	(800) 456-3355, 5139362
Customer #	130539593	Email	Tasha_Myers@Dell.com
Quoted On	May. 28, 2020	Billing To	ACCTS PAYABLE
Expires by	Aug. 26, 2020		BROWNSVILLE ISD
Deal ID	13762716		1900 E PRICE RD RM 303
			BROWNSVILLE, TX 78521-2417

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Tasha Myers

Product		Qty	
Chromebook 11 3100 2-in-1	\$275.00	10000	\$2,750,000.00
Chrome Education		10000	
		Subtotal:	\$2,750,000.00
		Shipping:	\$0.00
		Non-Taxable Amount:	\$2,750,000.00
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$2,750,000.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Chromebook 11 3100 2-in-1			Qty
Estimated delivery if purchased today: Aug. 17, 2020 Contract # C000000006841 Customer Agreement # DIR-TSO-3763			10000
Description	SKU		Qty
Dell Chromebook 3100 2-in-1	210-ARJM	-	10000
Intel(R) Celeron(TM) N4000 Processor (2 Core, 2.6GHz, 4M cache, 6W)	329-BEBN	-	10000
4GB 2400MHz LPDDR4 Non-ECC	370-ADZI	-	10000
32GB eMMC Hard Drive	400-AWCZ	-	10000
11.6" HD 1366 x 768 WVA 16:9 Touch with Corning(R) Gorilla(R) Glass NBT, Camera & Microphone	391-BDYD	-	10000
Internal English Keyboard	580-AHSS	-	10000
No Mouse	570-AADK	-	10000
Intel(R) Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEVK	-	10000
Primary 3-Cell 42WHr Battery	451-BCNK	-	10000
65W AC Adapter 250V,1M	492-BCNV	-	10000
US Power Cord	537-BBBL	-	10000
Fixed Hardware Configuration	998-DJCJ	-	10000
No UPC Label	389-BCGW	-	10000
Quick Start Guide	340-CKWI	-	10000
EAN label	389-BKKL	-	10000
BTS/BTP Smart Selection Shipment, Chromebook (VS)	800-BBQM	-	10000
Not Included	631-ABBH	-	10000
Touch LCD Cover	320-BCUB	-	10000
System Shipment, Chromebook 3100 2-in-1	340-CKYJ	-	10000
Intel(R) Label	389-BHZJ	-	10000
Palmrest without World Facing Camera	346-BEVJ	-	10000
Label 0X21	389-DPUE	-	10000
No Carrying Case	460-BBEX	-	10000
Safety/Environment and Regulatory Guide (English/Spanish)	340-AGIN	-	10000
Onsite/In-Home Service After Remote Diagnosis, 1 Year	823-5371	-	10000
Dell Limited Hardware Warranty Initial Year	823-5386	-	10000
Factory Prioritization SKU DAO, "30" Business Days	469-2080	-	10000

Chrome Education			Qty
Estimated delivery if purchased today: Jun. 12, 2020 Contract # C000000006841 Customer Agreement # DIR-TSO-3763			10000
Description	SKU		Qty
Chrome Education	A7611038	-	10000

Subtotal: \$2,750,000.00
Shipping: \$0.00

Estimated Tax: \$0.00

Total: \$2,750,000.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only : If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: 2020-2021 Student Code of Conduct X Action
Information
Discussion

BACKGROUND:

The Student Code of Conduct Handbook is reviewed and revised annually to communicate to students, parents, staff members and the community, the outlined student disciplinary rules, standards of behavior, discipline procedures and consequences for misconduct.

Attached is a draft copy of the proposed changes to the 2020-2021 Student Code of Conduct Handbook. The Board is being provided with an outline of proposed changes to the 2020-2021 Handbook which have been highlighted in yellow. The changes to the Student Code of Conduct Handbook beginning section (I-XXI pages) are a result of collaboration with the Attendance Discipline Committee and other Department Administrators. **There are no changes to the TASB section (pages 1-22) due to this not being a legislative year.** The final copy of the 2020-2021 Student Code of Conduct Handbook sent for printing will include any and all additional policies, administrative regulations, and procedures duly adopted by the Board.

FISCAL IMPLICATIONS:

A total of \$5,000.00 has been budgeted for printing by the Department of Pupil Services.

RECOMMENDATION:

Recommend approval to adopt the Student Code of Conduct for 2020-2021 school year.

Randy Park
Submitted by: Principal/Program Adm.

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./CF

Dr. Nellie Cantu
Approved by: Deputy Superintendent

6/9/2020

Dr. René Gutiérrez
Superintendent

2020- 2021 Student Code Of Conduct

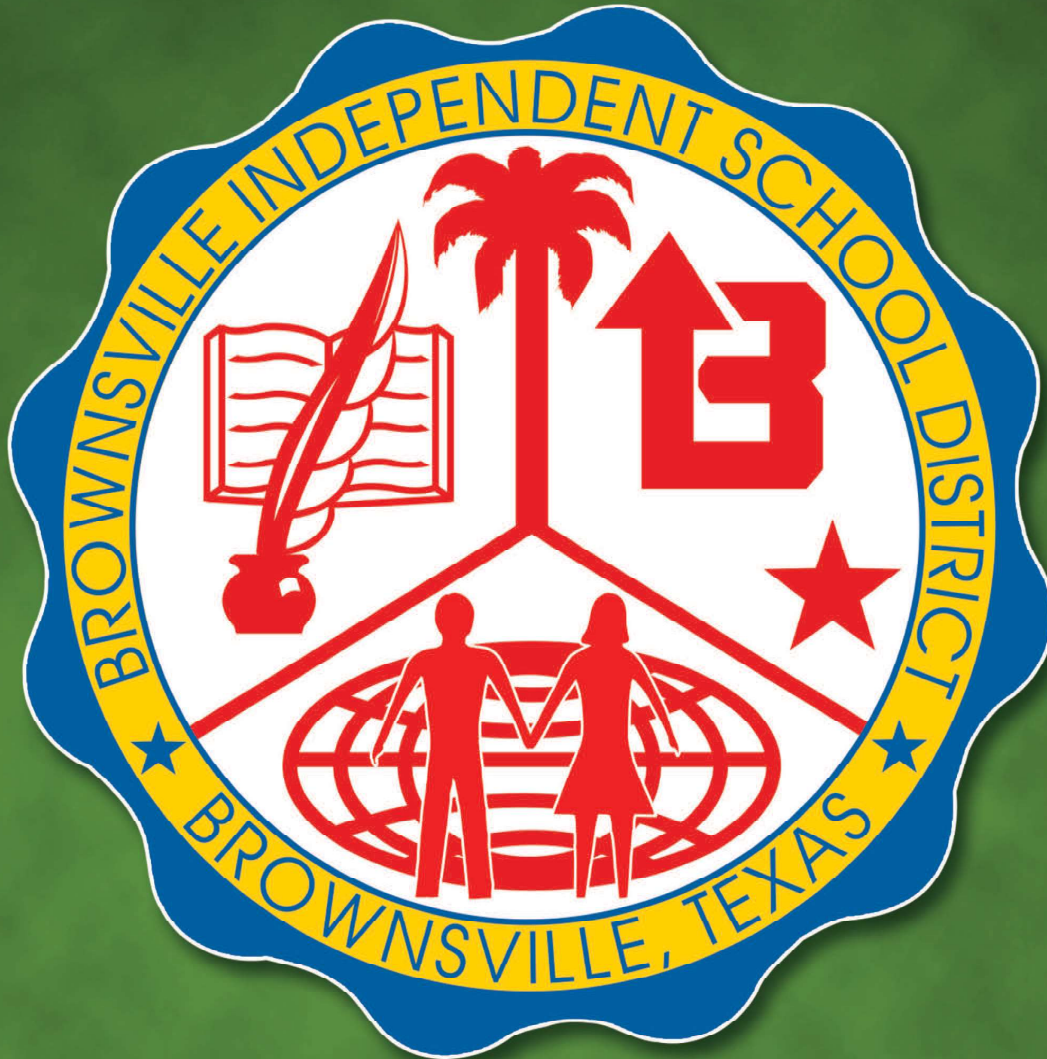
Section BISD Authority and Jurisdiction:

Pg. XVI	School Bus Behavior (Due Process is at the Campus Level)	Transportation Department Recommended Changes
Pg. XVII	Technology Resources and/or Internet	Computer/Technology Services Department Recommended Changes
Pg. XVII	Bring Your Own Device (BYOD)	Computer/Technology Services Department Recommended Changes

BROWNSVILLE

INDEPENDENT SCHOOL DISTRICT

THE BEST CHOICE



2020-2021

STUDENT CODE OF CONDUCT

BOARD OF TRUSTEES

Minerva M. Peña, *President* • Drue Brown, *Vice-President*

Dr. Prisci Roca Tipton, *Secretary* • Philip T. Cowen, *Assistant Secretary*

Dr. Sylvia P. Atkinson, *Member* • Eddie Garcia, *Member* • Laura Perez-Reyes, *Member*

Dr. René Gutiérrez, *Superintendent of Schools*

708 Palm Blvd. • Brownsville, Texas 78521 • (956) 544-3966 • <http://www.bisd.us/pupilservices/>



BISD does not discriminate on the basis of race, color, national origin, gender, religion, age, disability or genetic information in employment or provision of services, programs or activities.

or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, or secret society.

School Bus Behavior - (Due Process is at the Campus Level)

The bus driver in order to maintain discipline on the school bus has the authority to write discipline referrals. Misconduct is reported to the campus administration in coordination with the Administrator for Transportation or designee. As a team, they will take the appropriate disciplinary action including placement in a DAEP if infraction is an expellable offense. Placement of students with disabilities is subject to the procedure set forth in education code §37.004.

Riding the school bus is a privilege and considered an extension of the classroom. Students who do not behave themselves properly may lose the privilege of riding the bus. Students may ride only on their assigned bus, unless authorized in writing by the school administration to do otherwise. Violators will lose bus privileges for the remainder of the school year. Students are expected to follow these safety rules and all BISD Code of Conduct rules whether riding the bus to and from school or on a field trip.

1. Parents are responsible for students at their designated individual bus stops assigned by the transportation department during the morning and afternoon routes.
2. Students must follow the driver's directions at all times.
3. Students should be at their bus stop ten minutes before pick up. The bus driver will not wait for those who are late.
4. Student must present or scan student identification/school ID card upon request when boarding the school bus.
5. Student must not stand on the traveled portion of the roadway while waiting for the bus.
6. Students should not run while crossing the street. They should cross at least 10 feet in front of a bus and never cross behind it.
7. While waiting at the bus stop, students must respect the property of homeowner and businesses in the area.
8. Students must not run alongside a moving bus, but wait until it has stopped and then walk to the front door.
9. Students must enter the bus in an orderly fashion and in accordance with the bus driver's instructions. They must go directly to their seat and remain seated and not be walking around or changing from seat to seat while the bus is in motion.
10. Students may not use profanity, vulgar language, or make obscene gestures on the bus. Verbal altercations are prohibited and may be constituted as fighting.
11. Students must not extend arms, legs, or head out of the bus.
12. Students should not talk to driver while the bus is in motion, except in an emergency.
13. When departing the bus, students should move quickly and safely from the unloading area.
14. Students should not throw food or trash in the bus or out of the bus window.
15. Students are permitted on or off the bus ONLY AT AUTHORIZED STOPS.
16. Students are not allowed to change their clothing on the bus.
17. Students are not permitted to board the school bus with food items, soft drinks, or bottled containers.
18. Students may not use tobacco products, drugs, alcohol, or any controlled substance in the bus. Again, all BISD Student Code of Conduct Rules applies while riding the bus.
19. Students will be held responsible for any damages they caused to BISD property and will be required to pay for damages. The students must inform the bus driver of any damages immediately. Students causing damages will automatically lose bus privileges. If the infraction occurs within the last six weeks of the school year, the privileges will be lost for the time remaining in that semester and for the next semester.
20. Students should never use the emergency door in the rear of the bus for boarding or leaving the bus, unless there is an emergency. Any student opening or jumping out from any emergency exit including entrance door or triggering the alarm and/or tampering with the emergency handles will automatically lose bus privileges. If the infraction occurs within the last six weeks of the school year, the privileges will be lost for time remaining in that semester and for the next semester.
21. Fighting will not be tolerated as it endangers all students on the bus. Any student fighting on the bus will automatically lose bus privileges for the remainder of the semester. If the infraction occurs within the last six weeks, privileges will be lost until the end of the next semester.
22. Video cameras are placed on school buses for your protection and safety. Any student who tampers with the cameras will lose bus privileges. If the infraction occurs within the last six weeks of the school year, privileges will be lost for the time remaining in that semester and for next semester.

School Bus Discipline Procedures

Students who do not conduct themselves properly may lose the privilege of riding the bus to or from school or on field trips with their class. Students are expected to follow all safety rules. The following schedule will be followed depending on seriousness of the incident. Parents will be notified at each occurrence. Video cameras are placed on buses to monitor student behavior for safety reasons. Except for #19, #20, #21 and #22 outlined above, the following procedures will be followed:

1. First Offense-Student will be sent to campus administration and with the cooperation of the Transportation Department; the student will be placed on probation and issued a warning.
2. Second Offense-Student may be suspended from riding the bus for a maximum of five days.
3. Third Offense-Student may be suspended from riding the bus for a maximum of ten days.
4. Fourth Offense-Student will be suspended from riding the bus for the remainder of the semester.

Note: The above rules and procedures also apply to any student riding in any and all district vehicles. These consequences are subject to change depending on the severity of the rule violation.

Exceptions: A student with a disability who has transportation designated as a related service in the student's IEP or who requires district transportation in order to receive FAPE, and as detailed under Section 504, a change in transportation services for a student with a disability for whom transportation is a related services requires Section 504 committee or the student's ARD committee attention for appropriate action.

Technology Resources and/or Internet

Access to technology continues to increase throughout the District. With access comes student responsibility to use the equipment carefully and appropriately. Campus level administrators are responsible for disseminating and enforcing applicable District policies and acceptable user guidelines. They are also responsible for securing a signed user agreement from all student users to ensure compliance with the policies and guidelines.

A particularly powerful component of technology usage is access to the Internet. The responsibility for using the Internet appropriately includes four components: (1) District-installed software which blocks identified inappropriate sites; (2) Student acknowledgment of acceptable use guidelines; (3) Teacher supervision; and (4) Student self-monitoring.

The District has taken action to block inappropriate sites; however, no software can be fully effective. Access to the Internet is given as a privilege to students who agree to act in a considerate and responsible manner. Students are responsible for good behavior on the Internet just as they are in a school building. General school rules for behavior and communications apply. Network storage areas may be treated like school lockers. Network administrators/teachers may review files and communications to maintain system integrity and ensure that users are using the system responsibly. Users should not expect that files would always be private. The following are not permitted during on-line usage:

1. Sending or displaying offensive messages or pictures, or video;
2. Creating, accessing, or processing obscene or threatening language or harassing, insulting, or discriminatory remarks;
3. Damaging or injecting viruses into computers, computer systems, or computer networks;
4. Violating copyright laws, including illegal installation of copyrighted software for use on District computers;
5. Using another person's password.
6. Trespassing, deleting, examining, copying, or modifying files, data, or work belonging to others without their prior consent;
7. Intentionally wasting limited resources, including the use of "chain letters" and messages broadcast to mailing lists or individuals; Employing the network for commercial purposes or private business; and
8. Revealing the personal address, Social Security number, account number(s), or phone number of yourself or any other person without written permission from the teacher.
10. Using proxies to bypass BISD's internet filtering system.
11. Willfully and knowingly manipulate and/or hack into BISD's network system.

Violations may result in suspension or revocation of on-line access as well as other student disciplinary or legal action.

Bring Your Own Device (BYOD)

Student who choose to bring their own devices to school will adhere to the BISD **Bring Your Own Device (BYOD)** Administrative Procedures as stated below:

- 1) "Definition of "Device"- For purpose of BYOD, "Device" means a privately owned wireless and/or portable electronic hand held equipment that includes, but is not limited to, existing and emerging mobile communication systems and smart technologies, portable internet devices, etc.
- 2) Internet- Only the internet gateway provided by the school may be accessed while on campus. Personal internet connective devices such as but not limited to cell phones / cell network adapters are not permitted to be used to access outside internet sources at any time.
- 3) Security and Damages - Responsibility to keep the device secure rests with the individual owner. BISD is not liable for any device stolen or damaged while on campus. If a device is stolen or damaged, it will be handled through the administrative office similar to other personal artifacts that are impacted in similar situations. It is recommended that skins (decals) and other custom touches are used to physically identify your device from others. Additionally, protective cases for technology are encouraged.



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: 2020-2021 High School Course Listing Guide X Action Information Discussion

BACKGROUND:

The Curriculum, Instruction, and Assessment Department respectfully request approval to amend the 2020-2021 Secondary Course Listing Guide to reflect the corrected school year (2020-2021) and to update pages 36-37 of the guide.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Recommend approval to amend the 2020-2021 Secondary Course Listing Guide to reflect the corrected school year (2020-2021) and to update pages 36-37 of the guide.

Dr. Norma Ibarra Cantu, Merrill Hammons, Sara M. Garza

Dr. Norma Ibarra Cantu, Merrill Hammons, Sara M. Garza

Approved for Submission to Board of Education:

Submitted by: Principal/Program Adm.

Dr. Dora E. Saucedo

Recommended by: Asst. Supt./CFO

Dr. Anysia R. Trevino

Approved by: Deputy Superintendent

René Gutiérrez

Dr. René Gutiérrez
Superintendent

Grade Weight Systems	
Students Entering Grade 9 in and after the 2019-2020 school year.	
LEVEL I	To include ELA core, Math core, Science core, and Social Studies core courses as outlined in TEA Chapter 74 subchapter B that are not designated as AP, Honors, Dual
100 90-99 80-89 70-79 Below 70	4.0 3.0-3.9 2.0-2.9 1.0-1.9 0
LEVEL II	To include all ELA core, Math core, Science core, and Social Studies core courses as outlined in TEA Chapter 74 subchapter B that are designated as Honors.
100 90-99 80-89 70-79 Below 70	5.0 4.0-4.9 3.0-3.9 2.0-2.9 0
LEVEL III	To include all AP, Project Lead the Way, Dual Enrollment, and approved Concurrent Enrollment Courses.
100 90-99 80-89 70-79 Below 70	6.0 5.0-5.9 4.0-4.9 3.0-3.9 0
LEVEL IV	*To include all AP exam scores of 3, 4, or 5. Applies only to grades 9th, 10th, and 11th Grades
100 90-99 80-89 70-79 Below 70	7.0 6.0-6.9 5.0-5.9 4.0-4.9 0

*In addition, students enrolled in high school AP courses as freshmen, sophomores, or juniors in and after 2011-2012, who score a 3, 4 or 5 on an AP exam, will receive Level IV course weight after the AP scores are received in late July in accordance with all BISD Policies. Any freshman, sophomore, or junior who challenges the AP exam and passes with a score of 3, 4, or 5 will receive a Level 4 grade weight for the AP course (Exception: HS credit earned in MS prior 2019-2020 school year). Level 4 weight is awarded to an AP course when the AP exam is taken during the same school year as the AP course. If the AP exam is a retest or taken during a different school year, the AP course does not receive the added weight.

A student enrolled in an dual enrollment course may challenge the AP exam related to the dual enrollment course and will receive the Level IV GPA weight for a passing score of a 3, 4, or a 5 if they meet one of the following criteria.

1) Students enrolled in a fall semester or a year-long dual enrollment course must challenge the AP exam the academic year they take the dual enrollment course. These students must commit to the AP exam during the fall semester by the deadline determined by the College Board.

2) Students enrolled in a spring semester or summer school dual enrollment courses have until the spring semester of the following academic year to challenge the AP exam and have a passing score count on their GPA. These students must commit to the AP exam during the fall semester after having completed the dual enrollment course by the deadline determined by the College Board.

If a dual enrollment student challenges the AP exam after the above stated time frames and receives a passing score, Level IV GPA weight will not be awarded. *The dual enrollment teacher should work with the campus Dean of Instruction and the AP teachers to explain the above options to their students and to have the Commitment Form completed.*

** Courses that will not count for GPA weight will be designated with a course number containing a U within the course number.

A. Ranking of Students in Alternative Settings

Brownsville Academic Center students will be ranked at their home campus.

E. Out-of-District Conversion Table:

1. Out-of-District Numerical Grades with Conversion Table from Sending District

1. When converting grades from an Out-of-District transcript on which a grade conversion table is printed, the Out-of-District printed scale shall be used.
2. In the event that the sending district awarded credit for a grade below 70, the student will receive a 70.

2. Out of-District Letter Grades without Conversion Table from Sending Districts:

On Out-of-District transcripts on which no conversion table exists, grades shall be converted as follows:		
A+	=	100
A	=	96
A-	=	90
B+	=	89
B	=	86
B-	=	80
C+	=	79
C	=	76
C -	=	70
D+	=	69
D	=	66
D-	=	60
F	=	59
P	=	70; only awarding of 0.5/1.0 credit will occur. No GPA points will be awarded unless it has been clearly designated.

F. Honor Roll Specifications

G. Specifications



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/2020

Item Title: Cancel RBM – July 7, 2020 X Action
Summer work schedule Information
Discussion

BACKGROUND:

Administration recommends cancelling the Regular Board Meeting of July 7, 2020, due to summer work Schedule.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

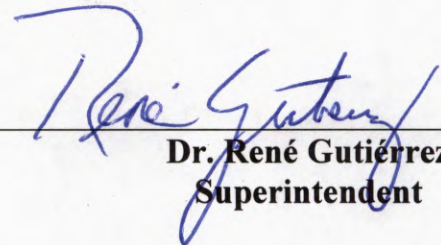
Discussion, consideration and possible action regarding cancelling the Regular Board Meeting of July 7, 2020 due to summer work schedule.

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Submitted by: Superintendent

Recommended by: Asst. Supt./CFO

Approved by: Deputy Superintendent



Dr. René Gutiérrez
Superintendent



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/2020

Item Title: Appointment of Agent during Election Period X **Action Information Discussion**

BACKGROUND:

If the secretary of a governing body of a political subdivision other than a county or city or the authority performing the duties of a secretary under this code does not maintain an office during the hours and days required by Texas Education Laws (Section 31.122), the secretary or other authority shall appoint another officer or employee of the political subdivision as his/her agent to perform the duties provided by this section.

By appointing an agent, he/she will be authorized to perform any ministerial duties in connection with elections that may lawfully be performed by an employee of the appointing authority.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Recommend approval to appoint Dr. René Gutierrez, Superintendent as agent to perform the duties provided by Texas Election Law, Sec. 31.123 for School Trustee Elections, effective immediately.

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Submitted by: Superintendent

Recommended by: Asst. Supt./CFO

Approved by: Deputy Superintendent

Dr. René Gutiérrez
Superintendent

Texas Election Code

§ 31.122

Office Hours of Election Authority During Election Period

- (a) Except as provided by Section 31.123 (Appointment of Agent During Election Period), each county clerk, city secretary, or secretary of the governing body of a political subdivision other than a county or city or the authority performing the duties of a secretary under this code shall keep that officers office open for election duties for at least three hours each day, during regular office hours, on regular business days during the period:
- (1) beginning not later than the 50th day before the date of each general election of the political subdivision or the third day after the date a special election is ordered by an authority of the political subdivision; and
 - (2) ending not earlier than the 40th day after election day.
- (b) If the political subdivision is an independent school district, a regular business day means a day on which the school districts main business office is regularly open for business.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986. Amended by Acts 1993, 73rd Leg., ch. 728, Sec. 5, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 1219, Sec. 2, eff. June 20, 1997.

Location: https://texas.public.law/statutes/tex._election_code_section_31.122.

Original Source: Texas Legislature Online, § 31.122 — *Office Hours of Election Authority During Election Period*, <http://www.statutes.legis.state.tx.us/Docs/EL/htm/EL.31.htm#31.122> (last accessed May. 20, 2020).

Texas Election Code

§ 31.123

Appointment of Agent During Election Period

- (a) If the secretary of the governing body of a political subdivision other than a county or city or the authority performing the duties of a secretary under this code does not maintain an office during the hours and days required by Section 31.122 (Office Hours of Election Authority During Election Period), the secretary or other authority shall appoint another officer or employee of the political subdivision as the secretarys or authoritys agent to perform the duties provided by this section. The appointment is subject to the approval of the political subdivisions governing body.
- (b) The agent shall maintain office hours, as directed by the appointing authority, for at least the hours and days required by Section 31.122 (Office Hours of Election Authority During Election Period), in the agents regular office, the office of the appointing authority, or an office designated by the governing body of the political subdivision served by the authority.
- (c) The agent shall maintain in the agents office the documents, records, and other papers relating to the election that:
 - (1) by law are placed in the custody of the authority appointing the agent; and
 - (2) are public information.
- (d) The agent shall:
 - (1) receive any personally delivered document relating to the election that the appointing authority is authorized or required to receive; and
 - (2) make available for inspection and copying, in accordance with applicable regulations, the documents, records, and other papers that are required to be maintained in the agents office under Subsection (c).
- (e) The appointing authority may authorize the agent to perform any other ministerial duties in connection with the election that may lawfully be performed by an employee of the appointing authority.
- (f) The appointing authority shall post, on the bulletin board used for posting notice of meetings of the political subdivisions governing body, a notice containing the agents name, the location of the agents office, the agents office hours, and duration of the agents appointment. The notice shall remain continuously posted during the minimum period for maintaining the agents office.



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title:	<u>Project Authorization and Delivery Method</u>	<u>X</u>	Action
	<u>For Construction Project –</u>		Information
	<u>Lopez ECHS – Bus-Drive & Staff Parking Lot</u>		Discussion
	<u>Improvements</u>		

BACKGROUND:

On May 21, 2020, during the Facilities Committee Workshop, Administration presented a priority list of recommended projects as part of the Maintenance Tax Note Funding. Lopez ECHS – Bus-Drive & Parking Lot Improvements project is one of the selected that were addressed for safety concerns. The above-mentioned project comprises improving the bus-drive loop and the staff parking lots. At this time, the Administration requests from the Board of Trustees approval to move forward with this project. Also, the Administration pursues the Board of Trustees' approval for the delivery method listed below on the construction project under Section 44.031 (a) (5), of the Texas Education Code. The delivery methods were board approved on 1/21/03 and revised on 2/19/08. Attached for your reference, please find the project timelines.


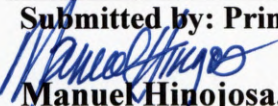
- Lopez ECHS – Bus-Drive & Staff Parking Lot Improvements Project ----- Competitive Seal Proposal
 - Estimated Construction Cost for the above-mentioned project – \$800,000.00
 - The overall construction project is under the Maintenance Tax Note fund.
 - Project Timeline

FISCAL IMPLICATIONS:

None at this time

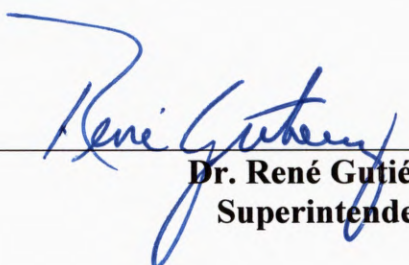
RECOMMENDATION:

Recommend approval to authorize the Administration to move forward with the Lopez ECHS – Bus-Drive & Staff Parking Lot Improvements project, and to select the Competitive Seal Proposal as a delivery method as authorized by the Texas Education Code under Chapter 2269 of the Government Code for Construction Services. Funding to be from Maintenance Tax Note Fund 189.


Fernando E Villarreal
 Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
 Recommended by: District Architect/CFO

Approved for Submission to Board of Education:


Dr. Nereida Cantu
 Approved by: Deputy Superintendent *6-9-2020*


Dr. René Gutiérrez
 Superintendent

Priority I, Phase II To be completed by December 2020

1	Roof Replacement	Description	Phase	Phase-In Cost	No Phase-In Cost
	Immediate Need	Lopez ECHS			\$3,000,000
	Parking Lots	Description	Phase	Phase-In Cost	No Phase-In Cost
2	Lopez ECHS	Bus Drive and Staff Parking			\$800,000
3	Vela Middle School	Bus Drive			\$700,000
4	Lighting	Description	Phase	Phase-In Cost	No Phase-In Cost
	3 Campuses	Egly, Perez, and Burns			\$1,263,829
	Total Cost				\$5,763,829.00

Lopez ECHS Bus Drive



Lopez ECHS – Bus-Drive & Staff Parking Lot Project

(Estimated Construction Timeline)

Design Development & Construction Documents

5/26/2020

Request Proposals for Engineering Services

5/21/2020

Present Proj. to FCW for Review

Jun. 2, 20 - Jul. 22, 20

Construction Documents Process

7/24/2020
CD's Due

6/1/2020

7/1/2020

8/1/2020

Aug-20

May-20

Procurement Process for Construction Services

8/19/2020

Ranking CSPs

8/18/2020

Receive CSPs Bid Opening

Jul. 22, 20 - Aug. 18, 20

CSPs Advertisement

Sep. 1, 20

Recommend Vendor's Contract for Board Approval

8/1/2020

9/1/2020

9/15/2020

7/15/2020

Construction Administration

Sep 2020 - Dec 2020
Based on Construction Schedule (120 days)

1/1/2021

1/29/2021



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 02/19/08

Item Title:	<u>Revisions to the BISD Delegation of Authority</u>	<u>X</u>	Action
	<u>Regarding Procurement of Construction</u>	<u> </u>	Information
	<u>Services</u>	<u> </u>	Discussion

BACKGROUND:

Administration is requesting approval to revise the BISD Delegation of Authority regarding Procurement of Construction Services currently in effect as well as the Ranking and Scoring sheet. This request is in an effort to provide a more open and fair competitive bidding environment as we have several new schools, classroom wings and renovations/upgrade projects that will be bid out during the next few months. With regard to the ranking sheet, we are proposing that the points be increased from 100 to 140 and that enhanced categories that are important and beneficial to the district also be added.

FISCAL IMPLICATIONS:

None at this time.

RECOMMENDATION:

Recommend approval to revise the BISD Delegation of Authority regarding Procurement of Construction Services, as authorized by section 44.0312, Delegation (a), of the Texas Education Code.

Oscar Tapia Oscar Tapia 2/13/08
Submitted by: Administrator/Program Adm.

Brett Springston Rosario Pena
Recommended by: AA Supt./Asst Supt./CFO

Beto Gonzalez Beto Gonzalez
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Hector Gonzalez
Hector Gonzalez, Superintendent of Schools

When Necessary, Additional Background May Follow This.

BISD Delegation of Authority regarding Procurement of Construction Services

February 11, 2008

General Rules and Procedures

Selection of Delivery Method

The Board of Trustees of a school district that is considering a construction contract using a method specified by Section 44.031 (a) must, before advertising, determine which delivery method provides the best value for the district [Section 44.035 (a)].

The district shall base its selection among offerors on criteria authorized to be used under Section 44.031 (b). The district shall publish in the request for bids, proposals, or qualifications the criteria that will be used to evaluate the offerors and the relative weights given to the criteria.

The district shall document the basis of its selection and shall make the evaluations public not later than the seventh day after the date the contract is awarded.

Delegation

As authorized by Senate Bill 669, Texas Education Code, Section, 44.0312. (a), Delegation, the Brownsville Independent School District's Board of Trustees hereby delegates its authority under this subchapter, regarding an action authorized or required by this subchapter to be taken by a school district, to an evaluation and ranking committee consisting of the following individuals:

Evaluation/Ranking Committee

- Assistant Superintendent over Facilities Department
- BISD Facilities Administrator
- BISD Construction Manager(s)
- BISD Chief Financial Officer or Designee
- Project Architect/Engineer/Designer

In procuring construction services, the district shall provide notice of the delegation and the limits of the delegation in the request for bids, proposals, or qualifications or in an addendum to the request. If the district fails to provide that notice, a ranking, selection, or evaluation of bids proposals, or qualifications for construction services other than by the board of trustees in an open public meeting is advisory only.

The committee shall evaluate, rank, and publish said rankings in accordance with state law. The evaluation criteria and related weights have been established by the committee and are stated below. The committee reserves the right to alter the evaluation criteria and related weights as deemed appropriate, on a case by case basis, as long as said criteria and related weights are published in the bid advertisement process, and ranked accordingly.

After the committee has finished ranking the offeror's proposals, the committee shall meet with the highest ranked offeror and attempt to negotiate a construction contract which provides the "best value to the district." Once the committee and the highest ranked offeror agree on a negotiated price and scope of work, the committee shall forward the negotiated contract amount proposal to the Superintendent's Office for placement on the next available School Board Meeting for award consideration.

The School Board of Trustees shall have the right to approve or reject the ranking committee's recommendations for a construction contract award. The district reserves the right to exclude firms failing to achieve a minimum total score from any further consideration for contract negotiation. Any contract changes to Board approved construction contracts shall not be permitted without further School Board approval.

Prior to the evaluation(s) and ranking(s), each member of the ranking committee must sign and submit a signed Non-Disclosure Statement to the BISD Purchasing Department.

During the discussion, evaluation, and ranking process, under no circumstances should any team member try to influence or attempt to pressure other ranking members to change the evaluation scores.

Ranking Evaluation and Ranking Criteria

The district reserves the right to apply any and all criteria as deemed appropriate and allowed in the Texas Education Code 44.031 (b). Including but not limited to, as provided by section 44.031 (b), part (8), other relevant factors specifically denoted in the bid package. The district specifically requests offerors to answer or provide the information to the following selection criteria. Questions left unanswered or omitted requested information may result in zero (0) points being awarded.

<u>Criteria</u>	<u>Weight</u>
Price	60 Points
Company Construction Experience	15 Points
Construction Team and Subcontractors	10 Points
Professionalism/Conflict Resolution	10 Points
Construction Performance	25 Points
Financial Strength	<u>20 Points</u>
Total Maximum Points	140 Points

Price (60 Points):

The price will be evaluated and scored based on the main base proposal cost. The district reserves the right to include any and all alternate price proposals in the price evaluation process. The established budget will determine which, if any, alternates will be recommended and accepted as part of the overall price ranking evaluation. After the highest ranked firm is selected, negotiations on price and changes on the scope of work may occur with the firm that provides the best value to the district.

Points will be awarded based upon the total number of offers submitted. The lowest offeror will receive the maximum number of points and the highest offeror will receive the minimum number of points. A point spread system

will be established once all the offers are tabulated. The closer the prices of the offers, the larger the point spread will be.

Sample: Utilizing the 80% Spread Formula

Contractor	Price	Points
Offeror No. 1	\$1,000,000.00	60.0
Offeror No. 2	\$1,050,000.00	56.0
Offeror No. 3	\$1,100,000.00	52.0
Offeror No. 4	\$1,150,000.00	48.0

70% spread: $60 \times 70\% = 42.0$ points	Result: 18.0 point spread
75% spread: $60 \times 75\% = 45.0$ points	Result: 15.0 point spread
80% spread: $60 \times 80\% = 48.0$ points	Result: 12.0 point spread
85% spread: $60 \times 85\% = 51.0$ points	Result: 9.0 point spread
90% spread: $60 \times 90\% = 54.0$ points	Result: 6.0 point spread
95% spread: $60 \times 95\% = 57.0$ points	Result: 3.0 point spread

If the committee decided to utilize the 90% spread formula, Offeror No. 4 is only 6 points away from Offeror No. 1. The committee may feel that a 6.0 point difference may be too close, and is unfair to the lowest price offeror. A 70% spread, or 18.0 point difference, may be too far spread out and may be considered unfair to the highest price offer. Especially since the prices are not too far apart on a \$1 Million project. The point spread could be very different on a \$300,000.00 project budget versus a \$30 Million project budget. Therefore, in this particular example, the committee makes a decision to utilize the 80% spread formula and have a 12.0 point spread between the lowest price offerer and the highest priced offerer.

After the percent spread is agreed upon, in this case the 80% formula, the lowest offeror gets the maximum 60 points and the highest offeror gets 48 points. Everyone else in the middle will get their points scored proportionately (extrapolated).

The difference between Offeror No. 1 and Offeror No. 4 is:
 $\$1,150,000.00 - \$1,000,000.00 = \$150,000.00$

$\$150,000.00 / 12 \text{ points} = \$12,500.00/\text{point}$
Thus, every point is worth \$12,500.00.

Offeror No. 3 $\$1,100,000.00 - \$1,000,000.00 = \$100,000.00$
 $\$100,000.00 / \$12,500.00 = 8.0 \text{ points}$ $60 - 8 = 52 \text{ points}$

Offeror No. 4 $\$1,150,000.00 - \$1,000,000.00 = \$150,000.00$
 $\$150,000.00 / \$12,500.00 = 12 \text{ points}$ $60 - 12 = 48 \text{ points}$, and so on....

This is the scoring system which will be utilized by the ranking committee on the price category for all construction projects. The point system will vary from project to project depending on the project budget ranges, on the number of offers submitted, and on the price spread differences between all offerors.

**Construction Experience, Performance,
and Professionalism (60 points):**

In order to get points relating to construction experience, performance, and professionalism the offeror must submit the following information:

How long has your firm been in business?

How long has your firm been doing business in Texas?

What is your firm's physical address?

How many projects has your firm worked on and completed? Please list in chronological sequence, beginning with the most recent.

How many school district projects has your firm worked on and completed? Please list in chronological sequence, beginning with the most recent.

List the projects constructed of similar size, type, and complexity to this particular project. Please list in chronological sequence, beginning with the most recent.

What Job Superintendent and Project Manager do you anticipate will be working on this particular project. Submit resumes of these key individuals with emphasis on job knowledge and experience. If you are not sure, list two or three potential job superintendents or project managers who will be in charge of this project, with corresponding resumes.

Provide a list of subcontractors to be used on this project. If not sure on certain trades, please list potential alternate subcontractors.

Provide statement of firm's safety record and/or history.

Please provide a minimum of two letters of references from above listed project owners addressing the following areas:

What was the quality of work provided by this contractor?

How well did the contractor respond to warranty items relating to response time and quality of work?

How timely did the contractor submit all warranty and operations manual documents, and all other related close out documents?

Was the contractor on time in finishing your project as originally projected?

Did the contractor finish punch list items in a reasonable time period?

Did you or have you received any Notice of Liens for non-payment from sub-contractors and/or material suppliers on any of your projects with this particular general contractor?

Was the contractor cooperative and professional in addressing construction issues, such as design conflicts, quality of work issues, pricing change orders, and in resolving other related construction issues?

Was the contractor ever confrontational, defensive, non-responsive, argumentative, disrespectful, during the duration of the construction project?

How well did the contractor respond to change order requests, and were the proposed prices fair and reasonable?

Did the contractor hold monthly meetings and document said meetings with appropriate minutes or construction reports?

How well did the contractor work with consulting architects and/or engineers?

Financial Information (20 Points):

Provide one or more letter of reference(s) from a bank(s) with regards to the company's financial standing and strength.

Is your Bid Bond Company a U.S. listed Treasury Bonding Company? If a cashier's check is submitted in lieu of a bid bond, disregard this question.

Will your Bid Bond Company be the same for your Performance and Payment Bonds, if you are awarded the project? If not, please list the Performance and Payment Bond company to be used, and are they U.S. Treasury Listed. The bond companies are not required to be federally or state treasury listed, however, utilizing unlisted bond companies will result in substantial point reductions.

Provide a statement attesting if your firm is a sole proprietorship, partnership, Limited Corporation, or Corporation, and provide a statement attesting if any individual owners of the firm have ever filed for bankruptcy.

Provide an Audited Financial Statement by a CPA firm licensed to conduct business in the State of Texas.

A Review Audited Financial Statement may be submitted but will result in some deduction of points, as deemed appropriate by ranking committee.

A Compilation Financial Report is not acceptable and will result in zero points.

If your firm has submitted a financial statement to the district on a prior project and it is not more than a year old, the district may accept and utilize that same financial statement on any new project for evaluation and ranking purposes. If the district considers your prior submitted financial statements as outdated and not recent, then the district will require that new financial statements be submitted in order to be evaluated and ranked.

Notification of Criminal History of Contractor

In accordance with Section 44.034, of the Texas Education Code, 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.

This section does not apply to a publicly held corporation (Section 44.034. (c). If your firm is incorporated, please submit an attested written document stating that the offering firm is a publicly held corporation, legitimately conducting business in the State of Texas.

Ranking Sheet – Form BISD-DOA- 08

Form BISD-DOA-08 shall be used as the scoring sheet to score the contractors bids, proposals and/or request for qualifications. In the event of a tie or ties, the tie breaker shall be in the favor of the offeror which submitted the lowest price. The alternates shall be used in addition to the base price only if the base price plus the alternate(s) price fall within the project budget. Negotiations on price shall not be allowed until after the district has selected the offeror which is the highest ranked and provides the “best value” to the district, in accordance with the rules and procedures set herein.

DRAFT

**BISD Ranking Criteria for
Selection of Building Contractors**

Project Name:
Project Location's):
Ranking Date:

Contractor:
Bid/Proposal Number:
Bid Opening Date:

CATEGORY	Maximum Score	Points Scored	Total Points Scored
1 PRICE (60 Points)			
a. Construction Price	<u>60</u>	_____	_____
2 COMPANY CONSTRUCTION EXPERIENCE (15 Points)			
a. Number of years in business	<u>5</u>	_____	
b. PK-12 School construction experience	<u>5</u>	_____	
c. Experience in similar size, complexity and cost of project	<u>5</u>	_____	
		Subtotal	_____
3 CONSTRUCTION TEAM AND SUBCONTRACTORS (10 Points)			
a. Project management and Project Superintendent experience	<u>5</u>	_____	
b. Subcontractors experience and reputation	<u>5</u>	_____	
		Subtotal	_____
4 COMPANY'S PROFESSIONALISM AND SUBCONTRACTOR (10 POINTS)			
a. Firms Professionalism/Reputation	<u>5</u>	_____	
b. Conflict Resolution Performance	<u>5</u>	_____	
		Subtotal	_____
5 CONSTRUCTION PERFORMANCE (25 Points)			
a. Quality of work	<u>6</u>	_____	
b. Project Documentation	<u>3</u>	_____	
c. History of meeting deadlines	<u>5</u>	_____	
d. Closing our Project/Completing Punchlists	<u>3</u>	_____	
e. Change Order Pricing and Processing	<u>3</u>	_____	

f Safety Record	<u>2</u>	_____	
g. Payment of Bills	<u>3</u>	_____	
		Subtotal	_____
6 FINANCIAL STRENGTH (20 Points)			
a Financial Statements Independent Audited Financial Statements, Review Audit, or Compilation Report. Bank Reference's)	<u>10</u>	_____	
b. Treasury Listed Bond, Federal, or State, on unlisted Bond Co., Bonding Capacity	<u>5</u>	_____	
c Bankruptcy History, Litigation History, Lawsuit History (Company and Owner) Criminal History	<u>5</u>	_____	
		Subtotal	_____
TOTAL POINTS SCORED	<u>140 Points</u>	Grand Total	_____



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title:	<u>Project Authorization and Delivery Method</u>	<u>X</u>	Action
	<u>For Construction Project –</u>		Information
	<u>Lopez ECHS – Roof Replacement</u>		Discussion

BACKGROUND:

On May 12, 2020, during the Facilities Committee Workshop, Administration presented a priority list of recommended projects as part of the Maintenance Tax Note Funding. Lopez ECHS Roof Replacement project is one of the selected that were addressed for safety concerns. The above-mentioned project consists of replacing approximately 164,000 square feet (50%) of the roofing system. At this time, Administration requests from the Board of Trustees approval to move forward with this project. Also, the Administration pursues the Board of Trustees' approval for the delivery method listed below on the construction project under Section 44.031 (a) (5), of the Texas Education Code. The delivery methods were board approved on 1/21/03 and revised on 2/19/08. Attached for your reference, please find the project timelines.

- Lopez ECHS-Roof Replacement Project ----- Competitive Seal Proposal
 - Estimated Construction Cost for the above-mentioned project – \$3,000,000.00
 - The overall construction project is under the Maintenance Tax Note fund.
 - Project Timeline

FISCAL IMPLICATIONS:

None at this time

RECOMMENDATION:

Recommend approval to authorize the Administration to move forward with the Lopez ECHS – Roof Replacement project, and to select the Competitive Seal Proposal as a delivery method as authorized by the Texas Education Code under Chapter 2269 of the Government Code for Construction Services. Funding to be from Maintenance Tax Note Fund 189.


 Fernando E Villarreal

Submitted by: Principal/Program Adm.


 Manuel Hinojosa, FAIA /David Robledo

Recommended by: District Architect/CFO


 Dr. Nereida Cantu

Approved by: Deputy Superintendent *6-9-2020*

Approved for Submission to Board of Education:


 Dr. René Gutiérrez
 Superintendent

Priority I, Phase II To be completed by December 2020

1	Roof Replacement	Description	Phase	Phase-In Cost	No Phase-In Cost
	Immediate Need	Lopez ECHS			\$3,000,000
	Parking Lots	Description	Phase	Phase-In Cost	No Phase-In Cost
2	Lopez ECHS	Bus Drive and Staff Parking			\$800,000
3	Vela Middle School	Bus Drive			\$700,000
4	Lighting	Description	Phase	Phase-In Cost	No Phase-In Cost
	3 Campuses	Egly, Perez, and Burns			\$1,263,829
	Total Cost				\$5,763,829.00

Lopez Roof Replacement



Lopez ECHS – Roof Replacement Project

(Estimated Construction Timeline)

Design Development & Construction Documents

5/26/2020

Request Proposals for Engineering Services

5/21/2020

Present Proj. to FCW for Review

6/26/2020

CD's Due

Jun. 2, 20 - Jun. 26, 20
Construction Documents Process

6/1/2020

7/1/2020

May-20

Jul-20

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7/22/2020

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Jun. 26, 20 - Jul. 21, 20

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Aug. 4, 20

Recommend Vendor's Contract for Board Approval

7/1/2020

8/1/2020

6/22/2020

8/6/2020

Construction Administration

Aug 2020 - Dec 2020

Based on Construction Schedule (150 days)

1/1/2021

8/2/2020

1/29/2021



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 02/19/08

Item Title:	<u>Revisions to the BISD Delegation of Authority</u>	<u>X</u>	Action
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Recommended by: AA Supt./Asst Supt./CFO

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Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Hector Gonzales
Hector Gonzales, Superintendent of Schools

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and Professionalism (60 points):**

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Provide a list of subcontractors to be used on this project. If not sure on certain trades, please list potential alternate subcontractors.

Provide statement of firm's safety record and/or history.

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Is your Bid Bond Company a U.S. listed Treasury Bonding Company?
If a cashier's check is submitted in lieu of a bid bond, disregard this question.

Will your Bid Bond Company be the same for your Performance and Payment Bonds, if you are awarded the project? If not, please list the Performance and Payment Bond company to be used, and are they U.S. Treasury Listed. The bond companies are not required to be federally or state treasury listed, however, utilizing unlisted bond companies will result in substantial point reductions.

Provide a statement attesting if your firm is a sole proprietorship, partnership, Limited Corporation, or Corporation, and provide a statement attesting if any individual owners of the firm have ever filed for bankruptcy.

Provide an Audited Financial Statement by a CPA firm licensed to conduct business in the State of Texas.

A Review Audited Financial Statement may be submitted but will result in some deduction of points, as deemed appropriate by ranking committee.

A Compilation Financial Report is not acceptable and will result in zero points.

If your firm has submitted a financial statement to the district on a prior project and it is not more than a year old, the district may accept and utilize that same financial statement on any new project for evaluation and ranking purposes. If the district considers your prior submitted financial statements as outdated and not recent, then the district will require that new financial statements be submitted in order to be evaluated and ranked.

Notification of Criminal History of Contractor

In accordance with Section 44.034, of the Texas Education Code, 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.

This section does not apply to a publicly held corporation (Section 44.034. (c). If your firm is incorporated, please submit an attested written document stating that the offering firm is a publicly held corporation, legitimately conducting business in the State of Texas.

Ranking Sheet – Form BISD-DOA- 08

Form BISD-DOA-08 shall be used as the scoring sheet to score the contractors bids, proposals and/or request for qualifications. In the event of a tie or ties, the tie breaker shall be in the favor of the offeror which submitted the lowest price. The alternates shall be used in addition to the base price only if the base price plus the alternate(s) price fall within the project budget. Negotiations on price shall not be allowed until after the district has selected the offeror which is the highest ranked and provides the “best value” to the district, in accordance with the rules and procedures set herein.

DRAFT

**BISD Ranking Criteria for
Selection of Building Contractors**

Project Name:
Project Location's):
Ranking Date:

Contractor:
Bid/Proposal Number:
Bid Opening Date:

CATEGORY	Maximum Score	Points Scored	Total Points Scored
1 PRICE (60 Points)			
a. Construction Price	<u>60</u>	_____	_____
2 COMPANY CONSTRUCTION EXPERIENCE (15 Points)			
a. Number of years in business	<u>5</u>	_____	
b. PK-12 School construction experience	<u>5</u>	_____	
c. Experience in similar size, complexity and cost of project	<u>5</u>	_____	
		Subtotal	_____
3 CONSTRUCTION TEAM AND SUBCONTRACTORS (10 Points)			
a. Project management and Project Superintendent experience	<u>5</u>	_____	
b. Subcontractors experience and reputation	<u>5</u>	_____	
		Subtotal	_____
4 COMPANY'S PROFESSIONALISM AND SUBCONTRACTOR (10 POINTS)			
a. Firms Professionalism/Reputation	<u>5</u>	_____	
b. Conflict Resolution Performance	<u>5</u>	_____	
		Subtotal	_____
5 CONSTRUCTION PERFORMANCE (25 Points)			
a. Quality of work	<u>6</u>	_____	
b. Project Documentation	<u>3</u>	_____	
c. History of meeting deadlines	<u>5</u>	_____	
d. Closing our Project/Completing Punchlists	<u>3</u>	_____	
e. Change Order Pricing and Processing	<u>3</u>	_____	

f Safety Record	<u>2</u>	_____	
g. Payment of Bills	<u>3</u>	_____	
		Subtotal	_____
6 FINANCIAL STRENGTH (20 Points)			
a Financial Statements Independent Audited Financial Statements, Review Audit, or Compilation Report, Bank Reference's)	<u>10</u>	_____	
b. Treasury Listed Bond, Federal, or State, on unlisted Bond Co , Bonding Capacity	<u>5</u>	_____	
c Bankruptcy History, Litigation History, Lawsuit History (Company and Owner) Criminal History	<u>5</u>	_____	
		Subtotal	_____
TOTAL POINTS SCORED	<u>140 Points</u>	Grand Total	_____



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title:	<u>Project Authorization and Delivery Method</u>	<u>X</u>	<u>Action</u>
	<u>For Construction Project –</u>	<u> </u>	<u>Information</u>
	<u>Vela MS – Bus-Drive Improvements</u>	<u> </u>	<u>Discussion</u>

BACKGROUND:

On May 21, 2020, during the Facilities Committee Workshop, Administration presented a priority list of recommended projects as part of the Maintenance Tax Note Funding. Vela MS – Bus-Drive Improvements project is one of the selected that were addressed for safety concerns. The above-mentioned project comprises improving the bus-drive loop in the back of the campus. At this time, Administration requests from the Board of Trustees approval to move forward with this project. Also, the administration pursues the Board of Trustees' approval for the delivery method listed below on the construction project under Section 44.031 (a) (5), of the Texas Education Code. The delivery methods were board approved on 1/21/03 and revised on 2/19/08. Attached for your reference, please find the project timelines.

- Vela MS – Bus-Drive Improvements Project ----- Competitive Seal Proposal
 - Estimated Construction Cost for the above-mentioned project – \$700,000.00
 - The overall construction project is under the Maintenance Tax Note fund.
 - Project Timeline

FISCAL IMPLICATIONS:

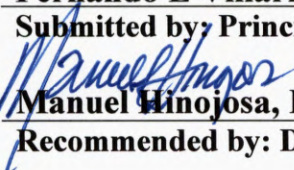
None at this time

RECOMMENDATION:

Recommend approval to authorize the Administration to move forward with the Vela MS – Bus-Drive Improvements project, and to select the Competitive Seal Proposal as a delivery method as authorized by the Texas Education Code under Chapter 2269 of the Government Code for Construction Services. Funding to be from Maintenance Tax Note Fund 189.


Fernando E Villarreal

Submitted by: Principal/Program Adm.


Manuel Hinojosa, FAIA /David Robledo

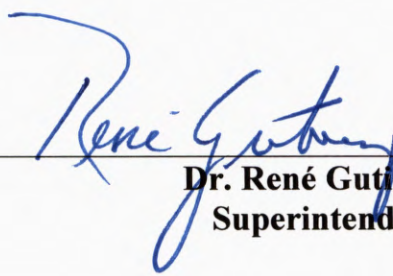
Recommended by: District Architect/CFO


Dr. Nereida Cantu

Approved by: Deputy Superintendent

6-9-2020

Approved for Submission to Board of Education:


Dr. René Gutiérrez
 Superintendent

Priority I, Phase II To be completed by December 2020

	Roof Replacement	Description	Phase	Phase-In Cost	No Phase-In Cost
1	Immediate Need	Lopez ECHS			\$3,000,000
	Parking Lots	Description	Phase	Phase-In Cost	No Phase-In Cost
2	Lopez ECHS	Bus Drive and Staff Parking			\$800,000
3	Vela Middle School	Bus Drive			\$700,000
4	Lighting	Description	Phase	Phase-In Cost	No Phase-In Cost
	3 Campuses	Egly, Perez, and Burns			\$1,263,829
	Total Cost				\$5,763,829.00

Vela MS Bus Drive



Vela MS – Bus-Drive Improvements Lot Project

(Estimated Construction Timeline)

Design Development & Construction Documents

5/26/2020

Request Proposals for Engineering Services

5/21/2020

Present Proj. to FCW for Review

Jun. 2, 20 - Jul. 22, 20
Construction Documents Process

7/24/2020
CD's Due

6/1/2020

7/1/2020

8/1/2020

Aug-20

Procurement Process for Construction Services

May-20

8/19/2020
Ranking CSPs

Sep. 1, 20
Recommend Vendor's Contract for Board Approval

8/18/2020
Receive CSPs Bid Opening

Jul. 22, 20 - Aug. 18, 20
CSPs Advertisement

8/1/2020

9/1/2020

9/15/2020

7/15/2020

Construction Administration

Sep 2020 - Dec 2020
Based on Construction Schedule (120 days)

304

1/1/2021

1/29/2021

8/2/2020



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 02/19/08

Item Title:	<u>Revisions to the BISD Delegation of Authority</u>	<u>X</u>	Action
	<u>Regarding Procurement of Construction</u>	<u> </u>	Information
	<u>Services</u>	<u> </u>	Discussion

BACKGROUND:

Administration is requesting approval to revise the BISD Delegation of Authority regarding Procurement of Construction Services currently in effect as well as the Ranking and Scoring sheet. This request is in an effort to provide a more open and fair competitive bidding environment as we have several new schools, classroom wings and renovations/upgrade projects that will be bid out during the next few months. With regard to the ranking sheet, we are proposing that the points be increased from 100 to 140 and that enhanced categories that are important and beneficial to the district also be added.

FISCAL IMPLICATIONS:

None at this time.

RECOMMENDATION:

Recommend approval to revise the BISD Delegation of Authority regarding Procurement of Construction Services, as authorized by section 44.0312, Delegation (a), of the Texas Education Code.

Oscar Tapia *Oscar Tapia 2/12/08*
Submitted by: Administrator/Program Adm.

Brett Springston *Rosario Pena*
Recommended by: AA Supt./Asst Supt./CFO

Beto Gonzalez *Beto Gonzalez*
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Hector Gonzalez
Hector Gonzalez, Superintendent of Schools

When Necessary, Additional Background May Follow This.

BISD Delegation of Authority regarding Procurement of Construction Services

February 11, 2008

General Rules and Procedures

Selection of Delivery Method

The Board of Trustees of a school district that is considering a construction contract using a method specified by Section 44.031 (a) must, before advertising, determine which delivery method provides the best value for the district [Section 44.035 (a)].

The district shall base its selection among offerors on criteria authorized to be used under Section 44.031 (b). The district shall publish in the request for bids, proposals, or qualifications the criteria that will be used to evaluate the offerors and the relative weights given to the criteria.

The district shall document the basis of its selection and shall make the evaluations public not later than the seventh day after the date the contract is awarded.

Delegation

As authorized by Senate Bill 669, Texas Education Code, Section, 44.0312. (a), Delegation, the Brownsville Independent School District's Board of Trustees hereby delegates its authority under this subchapter, regarding an action authorized or required by this subchapter to be taken by a school district, to an evaluation and ranking committee consisting of the following individuals:

Evaluation/Ranking Committee

- Assistant Superintendent over Facilities Department
- BISD Facilities Administrator
- BISD Construction Manager(s)
- BISD Chief Financial Officer or Designee
- Project Architect/Engineer/Designer

In procuring construction services, the district shall provide notice of the delegation and the limits of the delegation in the request for bids, proposals, or qualifications or in an addendum to the request. If the district fails to provide that notice, a ranking, selection, or evaluation of bids proposals, or qualifications for construction services other than by the board of trustees in an open public meeting is advisory only.

The committee shall evaluate, rank, and publish said rankings in accordance with state law. The evaluation criteria and related weights have been established by the committee and are stated below. The committee reserves the right to alter the evaluation criteria and related weights as deemed appropriate, on a case by case basis, as long as said criteria and related weights are published in the bid advertisement process, and ranked accordingly.

After the committee has finished ranking the offeror's proposals, the committee shall meet with the highest ranked offeror and attempt to negotiate a construction contract which provides the "best value to the district." Once the committee and the highest ranked offeror agree on a negotiated price and scope of work, the committee shall forward the negotiated contract amount proposal to the Superintendent's Office for placement on the next available School Board Meeting for award consideration.

The School Board of Trustees shall have the right to approve or reject the ranking committee's recommendations for a construction contract award. The district reserves the right to exclude firms failing to achieve a minimum total score from any further consideration for contract negotiation. Any contract changes to Board approved construction contracts shall not be permitted without further School Board approval.

Prior to the evaluation(s) and ranking(s), each member of the ranking committee must sign and submit a signed Non-Disclosure Statement to the BISD Purchasing Department.

During the discussion, evaluation, and ranking process, under no circumstances should any team member try to influence or attempt to pressure other ranking members to change the evaluation scores.

Ranking Evaluation and Ranking Criteria

The district reserves the right to apply any and all criteria as deemed appropriate and allowed in the Texas Education Code 44.031 (b). Including but not limited to, as provided by section 44.031 (b), part (8), other relevant factors specifically denoted in the bid package. The district specifically requests offerors to answer or provide the information to the following selection criteria. Questions left unanswered or omitted requested information may result in zero (0) points being awarded.

<u>Criteria</u>	<u>Weight</u>
Price	60 Points
Company Construction Experience	15 Points
Construction Team and Subcontractors	10 Points
Professionalism/Conflict Resolution	10 Points
Construction Performance	25 Points
Financial Strength	<u>20 Points</u>
Total Maximum Points	140 Points

Price (60 Points):

The price will be evaluated and scored based on the main base proposal cost. The district reserves the right to include any and all alternate price proposals in the price evaluation process. The established budget will determine which, if any, alternates will be recommended and accepted as part of the overall price ranking evaluation. After the highest ranked firm is selected, negotiations on price and changes on the scope of work may occur with the firm that provides the best value to the district.

Points will be awarded based upon the total number of offers submitted. The lowest offeror will receive the maximum number of points and the highest offeror will receive the minimum number of points. A point spread system

will be established once all the offers are tabulated. The closer the prices of the offers, the larger the point spread will be.

Sample: Utilizing the 80% Spread Formula

Contractor	Price	Points
Offeror No. 1	\$1,000,000.00	60.0
Offeror No. 2	\$1,050,000.00	56.0
Offeror No. 3	\$1,100,000.00	52.0
Offeror No. 4	\$1,150,000.00	48.0

70% spread: $60 \times 70\% = 42.0$ points	Result: 18.0 point spread
75% spread: $60 \times 75\% = 45.0$ points	Result: 15.0 point spread
80% spread: $60 \times 80\% = 48.0$ points	Result: 12.0 point spread
85% spread: $60 \times 85\% = 51.0$ points	Result: 9.0 point spread
90% spread: $60 \times 90\% = 54.0$ points	Result: 6.0 point spread
95% spread: $60 \times 95\% = 57.0$ points	Result: 3.0 point spread

If the committee decided to utilize the 90% spread formula, Offeror No. 4 is only 6 points away from Offeror No. 1. The committee may feel that a 6.0 point difference may be too close, and is unfair to the lowest price offeror. A 70% spread, or 18.0 point difference, may be too far spread out and may be considered unfair to the highest price offer. Especially since the prices are not too far apart on a \$1 Million project. The point spread could be very different on a \$300,000.00 project budget versus a \$30 Million project budget. Therefore, in this particular example, the committee makes a decision to utilize the 80% spread formula and have a 12.0 point spread between the lowest price offerer and the highest priced offerer.

After the percent spread is agreed upon, in this case the 80% formula, the lowest offeror gets the maximum 60 points and the highest offeror gets 48 points. Everyone else in the middle will get their points scored proportionately (extrapolated).

The difference between Offeror No. 1 and Offeror No. 4 is:
 $\$1,150,000.00 - \$1,000,000.00 = \$150,000.00$

$\$150,000.00 / 12 \text{ points} = \$12,500.00/\text{point}$
Thus, every point is worth \$12,500.00.

Offeror No. 3 $\$1,100,000.00 - \$1,000,000.00 = \$100,000.00$
 $\$100,000.00/\$12,500.00 = 8.0 \text{ points}$ $60 - 8 = 52 \text{ points}$

Offeror No. 4 $\$1,150,000.00 - \$1,000,000.00 = \$150,000.00$
 $\$150,000.00/\$12,500.00 = 12 \text{ points}$ $60 - 12 = 48 \text{ points}$, and so on....

This is the scoring system which will be utilized by the ranking committee on the price category for all construction projects. The point system will vary from project to project depending on the project budget ranges, on the number of offers submitted, and on the price spread differences between all offerors.

**Construction Experience, Performance,
and Professionalism (60 points):**

In order to get points relating to construction experience, performance, and professionalism the offeror must submit the following information:

How long has your firm been in business?

How long has your firm been doing business in Texas?

What is your firm's physical address?

How many projects has your firm worked on and completed? Please list in chronological sequence, beginning with the most recent.

How many school district projects has your firm worked on and completed? Please list in chronological sequence, beginning with the most recent.

List the projects constructed of similar size, type, and complexity to this particular project. Please list in chronological sequence, beginning with the most recent.

What Job Superintendent and Project Manager do you anticipate will be working on this particular project. Submit resumes of these key individuals with emphasis on job knowledge and experience. If you are not sure, list two or three potential job superintendents or project managers who will be in charge of this project, with corresponding resumes.

Provide a list of subcontractors to be used on this project. If not sure on certain trades, please list potential alternate subcontractors.

Provide statement of firm's safety record and/or history.

Please provide a minimum of two letters of references from above listed project owners addressing the following areas:

What was the quality of work provided by this contractor?

How well did the contractor respond to warranty items relating to response time and quality of work?

How timely did the contractor submit all warranty and operations manual documents, and all other related close out documents?

Was the contractor on time in finishing your project as originally projected?

Did the contractor finish punch list items in a reasonable time period?

Did you or have you received any Notice of Liens for non-payment from sub-contractors and/or material suppliers on any of your projects with this particular general contractor?

Was the contractor cooperative and professional in addressing construction issues, such as design conflicts, quality of work issues, pricing change orders, and in resolving other related construction issues?

Was the contractor ever confrontational, defensive, non-responsive, argumentative, disrespectful, during the duration of the construction project?

How well did the contractor respond to change order requests, and were the proposed prices fair and reasonable?

Did the contractor hold monthly meetings and document said meetings with appropriate minutes or construction reports?

How well did the contractor work with consulting architects and/or engineers?

Financial Information (20 Points):

Provide one or more letter of reference(s) from a bank(s) with regards to the company's financial standing and strength.

Is your Bid Bond Company a U.S. listed Treasury Bonding Company? If a cashier's check is submitted in lieu of a bid bond, disregard this question.

Will your Bid Bond Company be the same for your Performance and Payment Bonds, if you are awarded the project? If not, please list the Performance and Payment Bond company to be used, and are they U.S. Treasury Listed. The bond companies are not required to be federally or state treasury listed, however, utilizing unlisted bond companies will result in substantial point reductions.

Provide a statement attesting if your firm is a sole proprietorship, partnership, Limited Corporation, or Corporation, and provide a statement attesting if any individual owners of the firm have ever filed for bankruptcy.

Provide an Audited Financial Statement by a CPA firm licensed to conduct business in the State of Texas.

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A Compilation Financial Report is not acceptable and will result in zero points.

If your firm has submitted a financial statement to the district on a prior project and it is not more than a year old, the district may accept and utilize that same financial statement on any new project for evaluation and ranking purposes. If the district considers your prior submitted financial statements as outdated and not recent, then the district will require that new financial statements be submitted in order to be evaluated and ranked.

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This section does not apply to a publicly held corporation (Section 44.034. (c). If your firm is incorporated, please submit an attested written document stating that the offering firm is a publicly held corporation, legitimately conducting business in the State of Texas.

Ranking Sheet – Form BISD-DOA- 08

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DRAFT

**BISD Ranking Criteria for
Selection of Building Contractors**

Project Name:
Project Location's):
Ranking Date:

Contractor:
Bid/Proposal Number:
Bid Opening Date:

CATEGORY	Maximum Score	Points Scored	Total Points Scored
1 PRICE (60 Points)			
a. Construction Price	<u>60</u>	_____	_____
2 COMPANY CONSTRUCTION EXPERIENCE (15 Points)			
a. Number of years in business	<u>5</u>	_____	
b. PK-12 School construction experience	<u>5</u>	_____	
c. Experience in similar size, complexity and cost of project	<u>5</u>	_____	
		Subtotal	_____
3 CONSTRUCTION TEAM AND SUBCONTRACTORS (10 Points)			
a. Project management and Project Superintendent experience	<u>5</u>	_____	
b. Subcontractors experience and reputation	<u>5</u>	_____	
		Subtotal	_____
4 COMPANY'S PROFESSIONALISM AND SUBCONTRACTOR (10 POINTS)			
a. Firms Professionalism/Reputation	<u>5</u>	_____	
b. Conflict Resolution Performance	<u>5</u>	_____	
		Subtotal	_____
5 CONSTRUCTION PERFORMANCE (25 Points)			
a. Quality of work	<u>6</u>	_____	
b. Project Documentation	<u>3</u>	_____	
c. History of meeting deadlines	<u>5</u>	_____	
d. Closing our Project/Completing Punchlists	<u>3</u>	_____	
e. Change Order Pricing and Processing	<u>3</u>	_____	

f Safety Record	<u>2</u>	_____	
g. Payment of Bills	<u>3</u>	_____	
		Subtotal	_____
6 FINANCIAL STRENGTH (20 Points)			
a Financial Statements Independent Audited Financial Statements, Review Audit, or Compilation Report. Bank Reference's)	<u>10</u>	_____	
b. Treasury Listed Bond, Federal, or State, on unlisted Bond Co., Bonding Capacity	<u>5</u>	_____	
c Bankruptcy History, Litigation History, Lawsuit History (Company and Owner) Criminal History	<u>5</u>	_____	
		Subtotal	_____
TOTAL POINTS SCORED	<u>140 Points</u>	Grand Total	_____



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/2020

Item Title: TEA Attendance Waiver Applications X Action
for the school years 2020-2021 and Information
2021-2022 Discussion

BACKGROUND:

In the event it is required, district administration intends to complete an on-line district attendance waiver application(s) to the Texas Education Agency (TEA) due to weather, health, safety-related, or other qualifying issues in the 2020-2021 and 2021-2022 school years.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

Recommend approval to authorize the superintendent to submit applications for the district attendance waiver(s) due to inclement weather, health, safety-related, or other qualifying issues to the Texas Education Agency (TEA) as needed for the 2020-2021 and 2021-2022 school years.

Dr. Lee Garcia

Submitted by: Principal/Program Adm.

David Robledo

Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu

Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

6-11-2020



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: O'Hanlon, Demerath & Castillo X Action
Information
Discussion

BACKGROUND:

The law firm of O'Hanlon, Demerath & Castillo provided legal services for the periods of:

- April 13 - 30, 2020, invoice #21266, \$ 602.00

FISCAL IMPLICATIONS:

RECOMMENDATION:

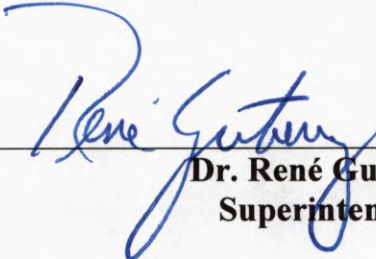
Recommend approval for payment in the amount of \$ 602.00 to O'Hanlon, Demerath & Castillo for legal services.

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Submitted by: Superintendent

Recommended by: Asst. Supt./CFO

Approved by: Deputy Superintendent


Dr. René Gutiérrez
Superintendent

O'HANLON, DEMERATH & CASTILLO

808 WEST AVENUE

AUSTIN, TX 78701

EIN: 26-2691915 COMP ID: 32036745696

(512) 494-9949

Invoice submitted to:

Brownsville ISD

Dr. René Gutiérrez
Superintendent
1900 Price Road
Brownsville, TX 78521

May 15, 2020

In Reference To: General Legal Services

Invoice #21266

Professional Services

		<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
4/13/2020 BC	Research into run to resign provisions.	\$215.00/hr	0.80	\$172.00
SUBTOTAL:			[0.80	\$172.00]
<u>General</u>				
4/15/2020 BC	Draft of resolution re: calculation of class rank and temporarily amending grading policies.	\$215.00/hr	1.50	\$322.50
4/30/2020 KG	Phone call with K O'Hanlon re Gov Abbott's order impact on open meetings, research re same and follow up with Kevin O'Hanlon	\$215.00/hr	0.50	\$107.50
SUBTOTAL:			[2.00	\$430.00]
For professional services rendered			2.80	\$602.00
Previous balance				(\$2,500.23)
Credit balance				(\$1,898.23)

Minerva Almanza

From: Nancy Van Gompel <nvangompel@808west.com>
Sent: Friday, May 15, 2020 3:29 PM
To: Mary D. Garza
Cc: Dr. Rene Gutierrez; Minerva Almanza
Subject: Your Bill
Attachments: Brownsville ISD 21266.PDF

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

For your convenience, your bill is attached to this message.

Please review the attached bill and submit your payment.

Thank you.

Note: The attached bill is in PDF file format. Adobe Acrobat Reader is necessary to view this file. If you do not have Adobe Acrobat Reader installed, please download the free reader from the Adobe website (<http://www.adobe.com/products/acrobat/readstep2.html>) and install it on your computer.



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title:	<u>Renewal for Payment of Annual</u>	<u>X</u>	Action
	<u>Maintenance Fees for PowerSchools</u>	<u> </u>	Information
	<u>Business and Student Software</u>	<u> </u>	Discussion

BACKGROUND:

The Departments of Computer Services, Business Software Help Desk, PEIMS, Special Services, Food Services, Advanced Academics, Guidance and Counseling, Career and Technology, and Federal Programs annually secure software support services from Sungard Public Sector Inc., Sungard Bi-Tech, and parent company PowerSchool through the payment of Annual Support Maintenance fees.

eSchools K-12, Business PLUS, and iEPPlus Public Sector Software, and PowerSchool is used daily throughout the district and it includes applications to support Finance, Student, Teachers, and Parents.

FISCAL IMPLICATIONS:

From Local Maintenance and Categorical Funding.

RECOMMENDATION:

Recommend approval for payment of annual renewal and software maintenance fees not to exceed \$994,106.60 for eSchools K-12 Education, Bethlehem, PA, and Business PLUS, Chico, CA, Public Sector through parent company PowerSchool Group LLC Folsom, CA for the 2020-2021 school year.

Submitted by: Principal/Program Adm.

Recommended by: Asst. Supt./CFO

Approved by: Deputy Superintendent

6-9-2020

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

** Estimated Amounts for Support Services	
eSchoolPlus Support	\$245,673.98
eschoolPlus and IEPPLUS support	50,413.34
IEPPLUS/eSchoolPLUS backup service	28,260.81
eSchoolPLUS Mobile Family Module support	1,964.17
Third Party eSchoolPLUS support	28,696.52
Third Party IEPPLUS support	6,186.78
BusinessPLUS support	105,048.04
BusinessPLUS EMS /backup services	65,239.20
BusinessPLUS for Professional Services	5,000.00
BusinessPLUS update services	3,000.00
BusinessPLUS additional consulting services	53,000.00
Third Party BusinessPLUS support	30,000.00
Four J's Student Support	5,783.23
Unified Admin Business PLUS Webform	4,557.80
NetExpress, MSTOOLKIT	2,351.98
Performance Tracker & Assessment Builder	56,243.20
OLA Subscription	13,500.00
Bubble Reader Site Wide	22,500.00
Professional Services	2,920.00
SE CUSTON SCBNV108A	22,411.36
SE CUSTON SCBNV109A	2,407.04
SE CUSTON SCBNV110	6,445.00
SE CUSTON SCBNV110A	2,676.96
SE CUSTON SCBNV111	3,907.00
SE CUSTON SCBNV111A	1,946.88
SE CUSTON SCBNV112	5,860.00
SE CUSTON SCBNV112A	1,825.00
SE CUSTON SCBNV113	2,574.00
SE CUSTON SCBNV115	2,574.00
SE CUSTON SCBNV115A	8,520.00
SE CUSTON SCBNV116A	3,042.00
SE CUSTON SCBNV117	2,735.00
SE CUSTON SCBNV118	2,223.00
SE CUSTON SCBNV122	936.00
SE CUSTON SCBNV-SPITXID	546.00
SQL Services	24,250.00
COGNOS 10 BASE BUNDLE	17,497.00
eSchoolPLUS Training Services	17,500.00
CareerPlanner Maintenance	374.31
PerformancePLUS Maintenance	65,000.00
Curriculum Connector	68,517.00
	<u>\$994,106.60</u>



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: Payment to Architectural Services X Action
Gomez Mendez Saenz Architects Information
Hanna ECHS – New Gymnasium Facility Discussion

BACKGROUND:

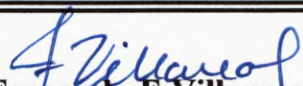
<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>Gomez Mendez Saenz Architects</u>	Hanna ECHS - New Gymnasium Facility	Payment #6
	Original Contract Fee Amount:	\$504,536.40
	Allowable for Reimbursable Expenses	\$19,240.29
	Total Contract Amount	\$523,776.69
	Schematic Design: 100% Complete	\$75,680.46
	Design Development: 100% Complete	\$100,907.28
	Construction Documents: 100% Complete	\$201,814.56
	Bidding: 100% Complete	\$25,226.82
	Contract Administration: 54% Complete	\$49,040.94
	Reimbursable Expenses	\$19,240.29
	Previously Invoiced:	\$451,930.71
	Current Payment Due:	\$19,979.64
	Balance to Finish:	\$51,866.34

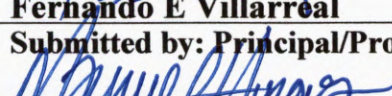
FISCAL IMPLICATIONS:

Tax Rate Increase Fund 188: \$19,979.64

RECOMMENDATION:

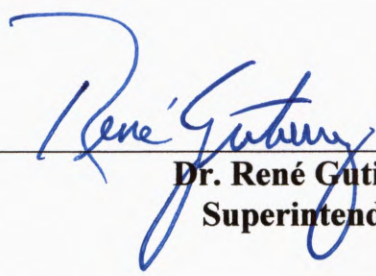
Recommend approval of Payment #6 for \$19,979.64 as partial payment to Gomez Mendez Saenz Architects for Architectural Services work completed on the Hanna ECHS New Gymnasium Facility project to be paid from Tax Rate Increase Fund 188.


Fernando E Villarreal
 Submitted by: Principal/Program Adm.


Manuel Hinojosa, FAIA /David Robledo
 Recommended by: District Architect/CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:


Dr. René Gutiérrez
 Superintendent



GMS ARCHITECTS

May 29, 2020

Mr. Fernando E. Villarreal
Brownsville Independent School District
1900 E. Price Rd.
Brownsville, Texas 78520

Re: Hanna ECHS New Gymnasium Facility
GMS Project No. B0012717

Dear Mr. Villarreal:

Attached to this correspondence is GMS Architects Invoice #6. This invoice covers our Construction Administration Services thru 54% of Construction. This matches the current percentage completed by the contractor in the field and is represented on his latest pay application.

If you have any questions or need additional information pertaining to this Invoice please do not hesitate to contact me.

Sincerely,

DAVID A. MONREAL, AIA
PRINCIPAL

DAM:sh

1150 Paredes Line Rd,
Brownsville, TX 78521
P 956.546.0110
F 956.546.0196
www.gmsarchitects.com





GMS ARCHITECTS

INVOICE FOR ARCHITECTURAL SERVICES

Project: Brownsville ISD Hanna Early College High School New Gymnasium

Date: **May 26, 2020**

Invoice Number: 6

Invoice No. 5 is Outstanding

To: **Mr. Fernando Villarreal
Brownsville Ind. School District
1900 Price Rd.
Brownsville, Texas 78521**

In accordance with the Owner-Architect Agreement there is due at this time for architectural services on the above Project for the sum of: **Nineteen Thousand Nine Hundred Seventy-Nine and 64/100 - - -Dollars (\$19,979.64).**

INTEREST ON OVERDUE ACCOUNTS SHALL ACCRUE AT TWELVE PERCENT (12%) PER ANNUM.

Construction Cost (Base Bid plus Alt. 1 & 2): \$8,408,940.00

Fee: 6% \$504,536.40

Billing Schedule

Phase 1 - Schematic Design	15%	\$ 75,680.46
Phase 2 - Design Development	20%	100,907.28
Phase 3 - Construction Documents	40%	201,814.56
Phase 4 - Bidding/Negotiation	05%	25,226.82
Phase 5 - Construction	18%	90,816.55
Phase 6 - Closeout Phase	02%	<u>10,090.73</u>
		504,536.40

Work Completed Schedule

Phase 1	100 % Complete	\$ 75,680.46
Phase 2	100 % Complete	100,907.28
Phase 3	100 % Complete	201,814.56
Phase 4	100 % Complete	25,226.82
Phase 5	54% Construction	49,040.94
Phase 6	Closeout Phase	<u>0.00</u>

Total Work Completed to Date 452,670.06

Less Amount Previously Billed 432,690.42

19,979.64

****AMOUNT THIS INVOICE \$19,979.64**

Architect: Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, TX 78526

David A. Monreal, AIA



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title:	<u>Payment to Contractor</u>	<u>X</u>	Action
	<u>NM Contracting, LLC</u>		Information
	<u>Cummings CTE – CV4 Const Tech MEP Upgrades</u>		Discussion

BACKGROUND:


<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>NM Contracting, LLC</u>	Cummings CTE - CV4 Const Tech MEP Upgrades	Payment #1
	Original Contract Fee Amount:	\$139,000.00
	Net Change by Change Orders	\$0.00
	Contract Sum to Date:	\$139,000.00
	Total Completed & Stored to Date:	\$5,155.20
	Retainage:	
	<u>10% Retainage of Complete Work:</u>	\$515.52
	<u>0% Retainage on Stored Materials:</u>	\$0.00
	Total Retainage:	\$515.52
	Total Earned Less Retainage:	\$4,639.68
	Less Previous Certificates of Payment:	\$0.00
	Current Payment Due:	\$4,639.68
	Balance to Finish Plus Retainage:	\$134,360.32

FISCAL IMPLICATIONS:

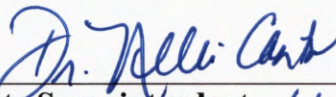
Maintenance Tax Note Fund 189: \$4,639.68

RECOMMENDATION:

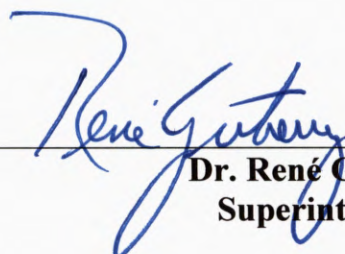
Recommend approval of Payment #1 for \$4,639.68 as partial payment to NM Contracting, LLC for Construction Services work completed on the Cummings CTE CV4 MEP Upgrades project to be paid from Maintenance Tax Note Fund 189.


Fernando E Villarreal
 Submitted by: Principal/Program Adm.


Manuel Hinojosa, FAIA /David Robledo
 Recommended by: District Architect/CFO


Dr. Nereida Cantu
 Approved by: Deputy Superintendent

Approved for Submission to Board of Education:


Dr. René Gutiérrez
 Superintendent

6/9/2020

June 8, 2020

Fernando Villarreal
Project/Facilities Manager
1900 Price Road
Brownsville, Texas 78521
(956) 548-8081 office
(956) 543-5831 mobile
E-mail: fevillarreal@bisd.us

Re: Application for Payment No. 1

In accordance with the Contract Documents, based on on-site observations and the data comprising the Application and Certification for Payment, the construction manager for NM Contracting, LLC certifies that to the best of their knowledge, information and belief the Work has progressed as indicated in the Application and Certification for Payment, the quality of Work in accordance with the Contract Documents, and therefore is entitled to payment of the amount certified.

Amount Certified: \$4,639.68


This letter is to certify that NM Contracting, LLC, for the project Cummings CTE CV-4 Const. Technology MEP Upgrades is entitled to payment of the Amount Certified.

Jose Antonio Nicanor

Engineer

06/8/2020

Reviewed and Approved on



Signature of Engineer

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Brownsville ISD
 1900 E. Price Road
 Brownsville, TX 78521

PROJECT:
 Cummings CTE-CV4 Const. Technology MEP Upgrades
 1905 East 6th Street
 Brownsville, TX 78520

APPLICATION #: 1 April
PERIOD TO: 04/30/20
PROJECT NO: 2082

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

FROM CONTRACTOR:
 NM Contracting, LLC
 2022 Orchid Ave
 McAllen, Texas 78504

VIA ENGINEER:
 Sigma HN Engineers, PLLC
 701 South 15th Street
 McAllen, TX 78501

CONTRACT DATE: 03/12/20

CONTRACT FOR: Cummings CTE-CV4 Const. Technology MEP Upgrades

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM	\$ 139,000.00
2. Net change by Change Orders	\$
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 139,000.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$ 5,155.20

5. RETAINAGE:
- a. 10.0% of Completed Work (Columns D+E on Continuation Sheet) \$ 515.52
 - b. 10.0% of Stored Material (Column F on Continuation Sheet) \$
- Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet) \$ 515.52

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 133,484.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 4,639.68
8. CURRENT PAYMENT DUE (Line 3 less Line 6)	\$ 134,360.32

CHANGE ORDER SUMMARY

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

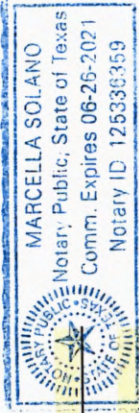
CONTRACTOR:

By:  Date: 5-5-20

State of: Texas
 County of: Hidalgo

Subscribed and sworn to before me this 5th day of May 2020

Notary Public: 
 My Commission expires: 06/26/21




CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 4,639.68

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

ARCHITECT:

By:  Date: 06/08/2020

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

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

APPLICATION DATE: 05/05/20

PERIOD TO: 04/30/20

PROJECT:

Cummings CTE-CV4 Const. Technology MEP Upgrades
1905 East 6th Street
Brownsville, TX 78520

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Work Completed This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	Total Completed And Stored To Date (D + E + F)			% (G/C)			
1	General Conditions	\$18,720.00			748.80		748.80	4%	17,971.20	37.44
2	Overhead & Profit	\$5,910.00			236.40		236.40	4%	5,673.60	11.82
3	Building Permit	\$1,200.00					0.00	0%	1,200.00	0.00
4	Bonds	\$4,170.00			4,170.00		4,170.00	100%	0.00	208.50
5	ALLOWANCES									
6	Owner's Contingency	\$10,000.00					0.00	0%	10,000.00	0.00
7	Div. 2 - Sitework									
8	Demo & Concrete	\$5,000.00					0.00	0%	5,000.00	0.00
9	Div. 15 - HVAC									
10	HVAC Mobilization/Insurance	\$3,000.00					0.00	0%	3,000.00	0.00
11	Metal Duct Material	\$750.00					0.00	0%	750.00	0.00
12	Metal Duct Labor	\$3,800.00					0.00	0%	3,800.00	0.00
13	Dust Collector & Accessories	\$40,450.00					0.00	0%	40,450.00	0.00
14	Mechanical Materials	\$450.00					0.00	0%	450.00	0.00
15	Mechanical Labor	\$1,500.00					0.00	0%	1,500.00	0.00
16	Test & Balance	\$1,050.00					0.00	0%	1,050.00	0.00
17	Div. 16 - ELECTRICAL									
18	UG Utility Labor	\$3,000.00					0.00	0%	3,000.00	0.00
19	UG Utility Materials	\$1,500.00					0.00	0%	1,500.00	0.00
20	Gear Labor	\$6,000.00					0.00	0%	6,000.00	0.00
21	Gear Material	\$18,000.00					0.00	0%	18,000.00	0.00
22	Conduit Labor	\$3,500.00					0.00	0%	3,500.00	0.00
23	Conduit Material	\$4,500.00					0.00	0%	4,500.00	0.00
24	Wire Labor	\$3,500.00					0.00	0%	3,500.00	0.00
25	Wire Material	\$3,000.00					0.00	0%	3,000.00	0.00
26	GRAND TOTAL	\$139,000.00	\$0.00	\$5,155.20	\$5,155.20	\$0.00	\$5,155.20	4%	133,844.80	257.76



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/2020

Item Title: Payment to Engineering Services Action
Plagar Engineering, LLC Information
Canales Elementary – Parking Lot Improvements Discussion

BACKGROUND:

<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>Plagar</u>	Canales Elementary-Parking Lot Improvements	Payment #1
<u>Engineering,LLC.</u>	Original Contract Fee Amount:	\$18,800.00
	Net Change by Change Orders	\$0.00
	Contract Sum to Date:	\$18,800.00
	Performed Topographic Survey	100% \$2,000.00
	Preliminary And Final Plans	100% \$10,500.00
	Landscaping Plan	100% \$1,200.00
	100% Irrigation Plan	100% \$1,200.00
	Construction Documents	37% \$1,000.00
	Construction Documents	0% \$0.00
	Previously Invoiced:	\$0.00
	Current Payment Due:	\$15,900.00
	Balance to Finish :	\$2,900.00

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: \$15,900.00

RECOMMENDATION:

Recommend approval of Payment #1 for \$15,900.00 as partial payment to Plagar Engineering, LLC., for Engineering Services work completed on the Canales Elementary-Parking Lot Improvement Project to be paid from Maintenance Tax Note Fund 189.

Martin Espinosa
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA David Robledo
Recommended by: District Architect /CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent *6-9-2020*

Approved for Submission to Board of Education:

René Gutiérrez
Dr. René Gutiérrez
Superintendent

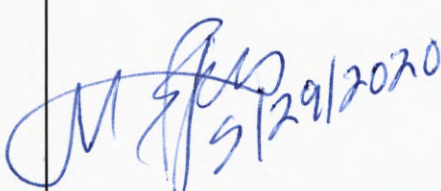
PlaGar Engineering LLC.
P.O. Box 3071
Brownsville, TX 78520

Invoice

Date 5/6/2020

Invoice # 20081

Bill To
Brownsville I.S.D. Attn: Mr. Manuel Hinojosa, FAIA Facilities Department 4350 Morrison Road Brownsville, TX 78526

P.O. No.	Terms	Project
P355922	Net 30	P-2008
Description		Amount
Canales Elementary Parking Lot Improvements 1) Performed Topographic Survey 100% completed = \$2,000.00 2) Completion of Preliminary and Final Plans 100% completed = \$10,500.00 3) Completion of Landscaping Plan 100% completed = \$1,200.00 4) Completion of Irrigation Plan 100% completed = \$1,200.00 5) Construction Documents & Specifications and Construction Project Monitoring 37% completed = \$1,000.00 6) Optional- Subcontract an ADA representative 0% completed = \$0.00		15,900.00
		
Call 956-550-9995 should you have any questions. Thank you for yours business.		Total \$15,900.00

Report Date: 05/28/2020
Run Date: 05/28/2020

Brownsville Independent School District
Purchase Order Status

Page: 1
PO_STATUS
MA912DAO

PURCHASE ORDER INFORMATION

PO Number: P355922 Vendor: V005346 PLAGAR ENGINEERING LLC.
PR Number: PR425168 Addr Cd: P1 1155 MILITARY HWY.
BROWNSVILLE, TX 78520

Open Order

Confirm:	Requested by: Dora Agado-Ortiz	Req. Dt: 01/31/2020	Blanket Number:												
Account: 189	Approved by: BSIDBA	Apr Dt: 02/07/2020	Blanket Amount: 0.00												
Bid: 17-128	Printed by: PU729EGG	Print Dt: 02/07/2020	Blanket Remaining: 0.00												
Contract: *			Buyer:												
Ship To: S915	End Use: M. Espinosa	Orig Prt Dt: 02/07/2020	Req. Codes:												
Bill To: B726			<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td>PO</td> </tr> </table>												PO
					PO										

ITEMS

Item	Qty Ordered	Qty Received	UN	Unit Price	Account #	Discount Charges	Extended	Catalog Ship To	F/A Whse	Print Chg	Del Flag
0001	18,800	0		1.00	189-81-6629-00-101-Y-99-093-8	0.00	18,800.00		N		Y

ME-1819-101-001
Canales Elementary Parking Lot-
Rehabilitation/Expansion and Drop-off Lane.
Engineering Services and related
improvements

PR Notes/Print Before/Print After Text

Print Before: RFQ#17-128
Print After: ME-1819-101-001
Print After: Canales Elementary Parking Lot-
Print After: Rehabilitation/Expansion and Drop-off Lane.
Print After: Engineering Services and related
Print After: improvements.

ENCUMBRANCES

Item #	Account #	Reference #	Post Date	EN Amount	PD Amount	T	Pay
0001	189-81-6629-00-101-Y-99-093-8	P355922	02/07/2020	18,800.00		EN	
Balance:				18,800.00			



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/2020

Item Title: Payment to Architectural Services X Action
Gomez-Mendez-Saenz Architects Information
Canales & Garza Elementary Re-Roofing Project Discussion

BACKGROUND:

<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>G-M-S Architects</u>	Canales & Garza Elementary Re-Roofing Project	Payment #1
	Original Contract Fee Amount:	\$180,000.00
	Allowable for Reimbursable Expenses	\$0.00
	Total Contract Amount	\$180,000.00
	Schematic Design: 15% Complete	\$13,500.00
	Design Development: 20% Complete	\$18,000.00
	Construction Documents: 95% Complete	\$68,400.00
	Bidding: 5% Complete	\$0.00
	Construction: 18% Complete	\$0.00
	Total work completed: 2% Complete	\$0.00
	Reimbursable Expenses	\$0.00
	Previously Invoiced:	\$0.00
	Current Payment Due:	\$131,400.00
	Balance to Finish:	\$48,600.00

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: \$131,400.00

RECOMMENDATION:

Recommend approval of Payment #1 for \$131,400.00 as partial payment to Gomez-Mendez-Saenz Architects. for Architectural Services work completed at Canales & Garza Elementary Re-Roofing Project to be paid from Maintenance Tax Note Fund 189.

Martin Espinosa
Submitted by: Principal/Program Adm.
Manuel Hinojosa, FAIA / David Robledo
Recommended by: District Architect/CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
6-9-2020

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent



INVOICE FOR ARCHITECTURAL SERVICES

GMS ARCHITECTS

Project: **Brownsville ISD Canales Elementary & Garza Elementary Re-Roofing**

Date: **August 19, 2019**

Invoice Number: **1**

To: **Mr. Martin Espinosa
Brownsville Ind. School District
1900 Price Rd.
Brownsville, Texas 78521**

P.O.Nº 338515

In accordance with the Owner-Architect Agreement there is due at this time for architectural services on the above Project for the sum of: **One Hundred Thirty-One Thousand Four Hundred and 00/100 - - - - -Dollars (\$131,400.00).**

INTEREST ON OVERDUE ACCOUNTS SHALL ACCRUE AT TWELVE PERCENT (12%) PER ANNUM.

Architect's Fee: \$180,000.00	Canales Elementary \$90,000.00	Garza Elementary \$90,000.00
Billing Schedule		
Phase 1 - Schematic Design	15%	\$ 13,500.00
Phase 2 - Design Development	20%	18,000.00
Phase 3 - Construction Documents	40%	36,000.00
Phase 4 - Bidding/Negotiation	05%	4,500.00
Phase 5 - Construction	18%	16,200.00
Phase 6 - Closeout Phase	02%	<u>1,800.00</u>
		90,000.00

CANALES ELEMENTARY

Work Completed Schedule

Phase 1	100 % Complete	\$ 13,500.00
Phase 2	100 % Complete	18,000.00
Phase 3	90 % Complete	32,400.00
Phase 4	% Complete	0.00
Phase 5	Construction	0.00
Phase 6	Closeout Phase	<u>0.00</u>
	Total Work Completed to Date	63,900.00
	Less Amount Previously Billed	<u>0.00</u>
		<u>63,900.00</u>

GARZA ELEMENTARY

Work Completed Schedule

Phase 1	100 % Complete	\$ 13,500.00
Phase 2	100 % Complete	18,000.00
Phase 3	100 % Complete	36,000.00
Phase 4	% Complete	0.00
Phase 5	Construction	0.00
Phase 6	Closeout Phase	<u>0.00</u>
	Total Work Completed to Date	67,500.00
	Less Amount Previously Billed	<u>0.00</u>
		<u>67,500.00</u>

*MSE
5/30/2020*

****AMOUNT DUE THIS INVOICE \$131,400.00**

Architect: Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, TX 78526

David A. Monreal, AIA

Martin Espinosa

From: Fernando Villarreal
Sent: Tuesday, August 06, 2019 6:52 PM
To: Martin Espinosa
Cc: 'David Monreal'
Subject: PO for Canales & Garza
Attachments: GMS Architects -P.O.#338515.pdf

As requested,

Fernando E. Villarreal
Project/Facilities Manager
Facilities Department
Brownsville ISD

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PURCHASE ORDER



BROWNSVILLE ISD
 1900 E. PRICE RD.
 BROWNSVILLE, TX 78521
 PHONE: (956) 548-8361
 FAX: (956) 548-8367

PURCHASE ORDER NO. P338515
REQUISITION NO. PR403071

DATE 04/17/19	DEPARTMENT Facilities	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL SHIPPED BOXES, PACKING LISTS, INVOICES, AND CORRESPONDENCE
VENDOR # V002573	VENDOR PHONE # (956) 546-0110	

VENDOR GOMEZ-MENDEZ-SAENZ ARCHITECTS 1150 PAREDES LINE RD. BROWNSVILLE, TX 78526	CONDITIONS: READ CAREFULLY 1. Goods other than those specified on this order must not be substituted or prices changed without authorization. 2. The right of cancellation in case of long delay in shipment is reserved. 3. If the quantity shipped is short of the purchase order quantity, the remaining order needs to be cancelled. <u>No back orders will be accepted.</u> 4. No C.O.D.'s will be accepted. 5. Shipping charges will need to be added to final invoice. 6. Purchase Order number must appear clearly on all packages. Failure to note purchase order number will cause return of packages to vendor.
--	---

SHIP TO: PALO ALTO SERVICE CENTER 3760 ROBINDALE RD. ***DELIVERY HRS: 7:30am to 3:30pm * BROWNSVILLE, TX 78526	BILL TO: BISD ACCOUNTS PAYABLE 1900 E. PRICE RD, RM. 303 BROWNSVILLE, TX 78521
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ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
RFQ # 18-114			189 Fund , 18-114 , *		
0001	90,000		Canales Elem.-Re-Roofing Architectural/Engin	1.00	90,000.00
0002	90,000		Garza Elem.-Re-Roofing Architectural/Engineering Services	1.00	90,000.00
"Dollar to Dollar"					
Canales Elementary & Garza Elementary					
Re-Roofing					
Architectural Design Services for Re-Roofing					
D-W					
"Dollar to Dollar"					

Certifications - The 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 US Secretary of State. Vendor further certifies and verifies that neither Vendor, nor affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Purchase Order. For the purposes of the Purchase Order, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

NET TOTAL.....	180,000.00
APPROVED FOR ISSUE	<i>Mary D. Garza</i> CHIEF FINANCIAL OFFICER

BISD Accounts Payable Department
 1900 E. Price Rd, RM 303
 Brownsville, TX 78521
 Phone: (956) 548-8311
 Fax: (956) 547-4055

Palo Alto Service Center
 4330 Morrison Road
 Brownsville TX, 78521
 Phone (956) 548-8375
 Fax: (956) 548-8680

VENDOR COPY

Martin Espinosa

From: dmonreal@gmsarchitects.com
Sent: Saturday, May 30, 2020 11:44 PM
To: Martin Espinosa
Subject: RE: Re-Roofing Projects - Canales & Garza
Attachments: 20190819113426822.pdf

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Martin-

Has this been processed? We haven't received payment for the work that has been completed. Can you please provide me with an update on this item. I know your anxious to get started on Canales, but we need to get this invoice paid so we can proceed. Thanks.

David.

From: dmonreal@gmsarchitects.com <dmonreal@gmsarchitects.com>
Sent: Monday, March 16, 2020 9:47 AM
To: martinespinosa@bisd.us
Cc: 'Manuel Hinojosa' <mhinojosa1@bisd.us>; isaaco@gmsarchitects.com
Subject: Re-Roofing Projects - Canales & Garza

Martin-

Attached is Invoice #1 for the Garza and Canales Re-Roofing Project. If you can process this portion of the payment for both the projects that would be appreciated. Per our discussion last week GMS will work on a proposal to include canopies (GRA) and parking lot (PJ) into our Canales Re-Roofing project so we can bid all of these items together.

Once BISD comes to a resolution on the scope changes required at Garza we can go back to update our drawings and provide a proposal to include any additional work required. Thanks.

David Monreal, AIA
GMS Architets

From: dmonreal@gmsarchitects.com <dmonreal@gmsarchitects.com>
Sent: Friday, August 23, 2019 2:05 PM
To: 'Martin Espinosa' <martinespinosa@bisd.us>
Cc: 'isaaco@gmsarchitects.com' <isaaco@gmsarchitects.com>
Subject: Re-Roofing Projects - Canales & Garza

Martin-

Below are links to the Canales and Garza Re-roofing projects. There are several links because when we started this project with Fernando, we worked on both Canales and Garza together. Before the project could go out to bid, there was a change in direction from the Board and Canales was put on HOLD. We went back and pulled the two sites apart

336

and are now showing the Canales site by itself. I have hardcopies of this information that I can leave with you when we are able to meet. Let me know if you are available next week.

I have also included our current invoice since Fernando was able to provide the PO for the project. Let me know if you have any questions. Thanks.

David.

From: Isaac Ochoa <isaaco@gmsarchitects.com>

Sent: Friday, August 23, 2019 9:10 AM

To: dmonreal@gmsarchitects.com

Subject: Links To Bisd Roofing

Canales & Garza

<https://www.dropbox.com/s/hri3daw52qrctvy/0-Final%20Set%20.pdf?dl=0>

Specs.

<https://www.dropbox.com/s/f2ypstayiwvtcnn/Specs.pdf?dl=0>

Canales

<https://www.dropbox.com/s/ra6hj233biv6fcp/Canales%20Review%20Set.pdf?dl=0>

Specs

<https://www.dropbox.com/s/2mkadaags7s2601/Specs.pdf?dl=0>

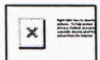
Isaac Ochoa

GMS Architects

1150 Paredes Line Rd

Brownsville, Texas 78521

956-546-0110



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Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/2020

Item Title: Payment to Contractor Action
ZIWA Corporation Information
Veterans ECHS-Visitors Restrooms Facilities Discussion

BACKGROUND:

<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>ZIWA Corporation</u>	Veterans ECHS - Visitors Restrooms Facilities	Payment #2
	Original Contract Fee Amount:	\$837,500.00
	Net Change by Change Orders	\$0.00
	Contract Sum to Date:	\$837,500.00
	Total Completed & Stored to Date:	\$133,979.00
	Retainage:	
	<u>5% Retainage of Complete Work:</u>	\$6,348.95
	<u>5% Retainage on Stored Materials:</u>	\$350.00
	Total Retainage:	\$6,698.95
	Total Earned Less Retainage:	\$127,280.05
	Less Previous Certificates of Payment:	\$43,693.35
	Current Payment Due:	\$83,586.70
	Balance to Finish Plus Retainage:	\$710,219.95


FISCAL IMPLICATIONS:

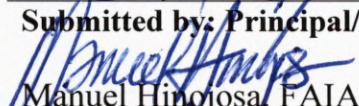
Maintenance Tax Note Fund 189: \$83,586.70

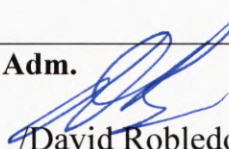
RECOMMENDATION:

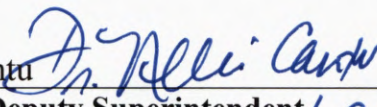
Recommend approval of Payment #2 for \$83,586.70 as Partial payment to ZIWA Corporation for Construction Services work completed on the Veterans ECHS-Visitors Restroom Facilities Project to be paid from Maintenance Tax Note Fund 189.

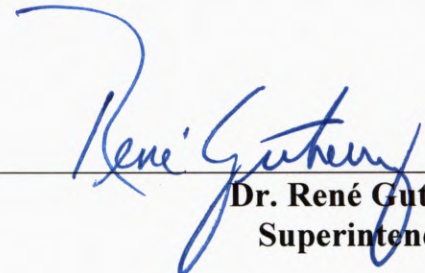
Approved for Submission to Board of Education:


 Martin Espinosa
 Submitted by: Principal/Program Adm.


 Manuel Hinojosa, FAIA
 Recommended by: District Architect /CFO


 David Robledo


 Dr. Nereida Cantu
 Approved by: Deputy Superintendent *6-9-2020*


 Dr. René Gutiérrez
 Superintendent



GMS ARCHITECTS

May 28, 2020

Mr. Martin Espinosa
Brownsville Independent School District
4350 Morrison Rd.
Brownsville, Texas 78526

Re: Veterans Memorial ECHS Restrooms and Concession Stand Project

Dear Mr. Espinosa:

Attached to this correspondence is Ziwa Corporations Application and Certification for Payment Two (2). This covers work completed or stored for the above referenced project thru May 22, 2020.

GMS Architects has reviewed this application for payment and finds the identified items to be acceptable to the terms of the contract. We recommend payment of the amount certified and listed in the application for payment.

If you have any questions or need additional information pertaining to this Application and Certification for Payment please do not hesitate to contact me.

Sincerely,

DAVID A. MONREAL, AIA
PRINCIPAL

DAM:sh

1150 Paredes Line Rd,
Brownsville, TX 78521
P 956.546.0110
F 956.546.0196
www.gmsarchitects.com

5/28/2020





AIA Document G702 - 1992

Application and Certificate for Payment

TO OWNER: Brownsville Independent School District
1900 Price Rd.
Brownsville, TX 78520

PROJECT: Veterans Memorial ECHS Visitors Restroom Facilities
4550 US 281, Brownsville TX 78520

FROM: Ziwa Corporation
CONTRACTOR: 1952 S. Price Rd
Brownsville, TX 78521

VIA ARCHITECT:

APPLICATION NO: 002

PERIOD TO: May 22, 2020

CONTRACT FOR: General Construction

CONTRACT DATE:

PROJECT NOS: GMS / 20-002 / 20-0125

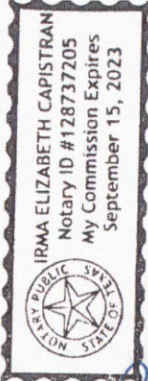
Distribution to:
OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

EP#20026

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM \$837,500.00
- 2. NET CHANGE BY CHANGE ORDERS \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$837,500.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$133,979.00
- 5. RETAINAGE:
 - a. 5.00 % of Completed Work (Column D + E on G703) \$6,348.95
 - b. 5.00 % of Stored Material (Column F on G703) \$350.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$6,698.95
- 6. TOTAL EARNED LESS RETAINAGE \$127,280.05
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$43,693.35
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$83,586.70
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$710,219.95
(Line 3 less Line 6)



CONTRACTOR: By: *[Signature]* Date: May 20, 2020

State of: *Texas*

County of: *Comal*

Subscribed and sworn to before me this *22* day of *May* 2020

Notary Public: *Irma Elizabeth Capistran*

My Commission expires: *September 15 2023*

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$83,586.70
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet are changed to conform with the amount certified.)

ARCHITECT: *[Signature]* Date: 5/28/2020

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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

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User Notes: (389ADA55)



AIA Document G703[®] - 1992

Continuation Sheet

AIA Document, G702[®]-1992, Application and Certification for Payment, or G736[™]-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 002

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	General Conditions	69,260.00	11,543.00	11,400.00	0.00	22,943.00	46,317.00	0.00	
	Construction Permit	2,200.00	2,200.00	0.00	0.00	2,200.00	0.00	0.00	
	Insurance	9,000.00	500.00	1,150.00	0.00	1,650.00	7,350.00	0.00	
	P&P Bonds	12,550.00	12,550.00	0.00	0.00	12,550.00	0.00	0.00	
	Mobilization & Demobilization	6,000.00	3,000.00	0.00	0.00	3,000.00	3,000.00	0.00	
	Betterment Allowance	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00	
	MEP Allowance	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00	
	Structural Rebar Allowance	4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00	
	Site Work	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Erosion Control	5,248.00	3,300.00	450.00	0.00	3,750.00	1,498.00	0.00	
	Demolition	9,192.00	4,700.00	4,492.00	0.00	9,192.00	0.00	0.00	
	Storm Drainage	3,264.00	0.00	0.00	0.00	0.00	3,264.00	0.00	
	Sanitary Sewer	13,518.00	0.00	0.00	0.00	0.00	13,518.00	0.00	
	Waterline	10,148.00	0.00	0.00	0.00	0.00	10,148.00	0.00	
	Fill for Concrete Paving	11,781.00	0.00	0.00	0.00	0.00	11,781.00	0.00	
	Concrete Paving	71,467.00	0.00	0.00	0.00	0.00	71,467.00	0.00	
	Subgrade Compaction	8,368.00	0.00	0.00	0.00	0.00	8,368.00	0.00	
	Building Pad	20,294.00	8,200.00	12,094.00	0.00	20,294.00	0.00	0.00	
	Swale & Final Grading	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0.00	
	Landscaping	43,100.00	0.00	2,600.00	0.00	2,600.00	40,500.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	

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User Notes:

(3B9ADA54)

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)		
	Concrete Foundation	34,000.00	0.00	13,800.00	0.00	13,800.00	40.59%	20,200.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
	CMU	47,000.00	0.00	0.00	7,000.00	7,000.00	14.89%	40,000.00	0.00	
	Brick	21,000.00	0.00	0.00	0.00	0.00	0.00%	21,000.00	0.00	
	Handrails	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
	Metal Canopy	7,000.00	0.00	0.00	0.00	0.00	0.00%	7,000.00	0.00	
		5,800.00	0.00	0.00	0.00	0.00	0.00%	5,800.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
	Wood Blocking	5,100.00	0.00	0.00	0.00	0.00	0.00%	5,100.00	0.00	
	Roof & Soffit Framing	8,300.00	0.00	0.00	0.00	0.00	0.00%	8,300.00	0.00	
	Roof Trusses	9,600.00	0.00	0.00	0.00	0.00	0.00%	9,600.00	0.00	
	Millwork	8,600.00	0.00	0.00	0.00	0.00	0.00%	8,600.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
	Insulation	9,000.00	0.00	0.00	0.00	0.00	0.00%	9,000.00	0.00	
	Metal Roof	39,000.00	0.00	0.00	0.00	0.00	0.00%	39,000.00	0.00	
	Down Spouts	2,300.00	0.00	0.00	0.00	0.00	0.00%	2,300.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
	Metal Doors, Frames & Hardware	24,500.00	0.00	0.00	0.00	0.00	0.00%	24,500.00	0.00	
	Rolling Door	5,900.00	0.00	0.00	0.00	0.00	0.00%	5,900.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
	Interior Ceiling	7,500.00	0.00	0.00	0.00	0.00	0.00%	7,500.00	0.00	
	Interior & Exterior Paint	26,000.00	0.00	0.00	0.00	0.00	0.00%	26,000.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
	Toilet Partitions	16,000.00	0.00	0.00	0.00	0.00	0.00%	16,000.00	0.00	
	Exterior Door Signs	500.00	0.00	0.00	0.00	0.00	0.00%	500.00	0.00	
	Bronze Plaque	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00	
	Restroom Accessories	7,100.00	0.00	0.00	0.00	0.00	0.00%	7,100.00	0.00	
	Fire Extinguishers & Cabinets	410.00	0.00	0.00	0.00	0.00	0.00%	410.00	0.00	

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 User Notes: (3599ADA54)

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)		
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00
	Plumbing	94,000.00	0.00	28,000.00	0.00	0.00	29.79%	66,000.00	0.00	0.00
	HVAC	32,500.00	0.00	0.00	0.00	0.00	0.00%	32,500.00	0.00	0.00
	Electrical	79,000.00	0.00	7,000.00	0.00	0.00	8.86%	72,000.00	0.00	0.00
	GRAND TOTAL	\$837,500.00	\$45,993.00	\$80,986.00	\$7,000.00	\$133,979.00	16.00%	\$703,521.00	\$0.00	\$0.00

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Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: Payment to Contractor Action
RG Enterprises, LLC dba G & G Contractors Information
Multi-Campus Canopies Upgrade Project Discussion

BACKGROUND:


<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>RG Enterprises, LLC dba</u>	Multi-Campus Canopies Upgrade	Payment #2
<u>G & G Contractors</u>	Original Contract Fee Amount:	\$1,532,748.00
	Net Change by Change Orders	\$0.00
	Contract Sum to Date:	\$1,532,748.00
	Total Completed & Stored to Date:	\$145,525.00
	Retainage:	
	<u>5% Retainage of Complete Work:</u>	\$7,276.25
	<u>5% Retainage on Stored Materials:</u>	\$0.00
	Total Retainage:	\$7,276.25
	Total Earned Less Retainage:	\$138,248.75
	Less Previous Certificates of Payment:	\$13,969.75
	Current Payment Due:	\$124,279.00
	Balance to Finish Plus Retainage:	\$1,394,499.25

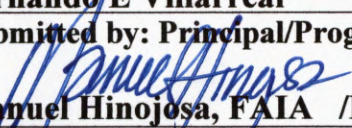
FISCAL IMPLICATIONS:


Maintenance Tax Note Fund 189: \$124,279.00

RECOMMENDATION:

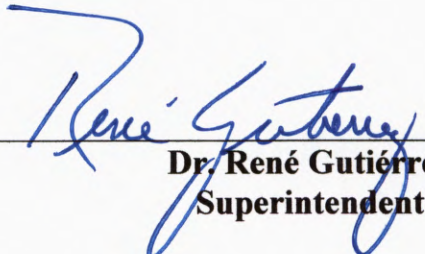
Recommend approval of Payment #2 for \$124,279.00 as partial payment to RG Enterprises, LLC dba G & G Contractors for Construction Services work completed on the Multi-Campus Canopy Upgrade project to be paid from Maintenance Tax Note Fund 189.


Fernando E Villarreal
Submitted by: Principal/Program Adm.


Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO


Dr. Nereida Cantu
Approved by: Deputy Superintendent *6-9-2020*

Approved for Submission to Board of Education:


Dr. René Gutiérrez
Superintendent

CHANIN

ENGINEERING, LLC

June 1, 2020

Mr. Fernando Villarreal
Project/ Facilities Manager
Brownsville ISD
4350 Morrison Rd.
Brownsville, TX 78526

Re: Brownsville ISD Multi-Campus Canopy Upgrade CSP # 20-116
CE Project No.: 17-371

Dear Fernando Villarreal:

In accordance to the Contract Documents, based on our on-site observations, we certify that to the best of our knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and we recommend the Contractor (RG Enterprises, LLC dba G&G Contractors) is entitled to payment of the amount certified on the attached Application and Certificate of Payment #2.

Should you have any questions or need further assistance please contact me.

Sincerely,



Oscar Lopez, MSCE, PE
Principal

APPLICATION FOR PMT # 2

To: Brownsville Independent School District (OWNER)
 From: RG Enterprises, LLC dba G&G Contractors (CONTRACTOR)
 Contract: _____
 Project: CSP 20-116 Brownsville ISD Multi Campus Canopy Upgrade
 OWNER's Contract No. P356620 ENGINEER's Project No. _____
 For Work accomplished through the date of: May 7, 2020 Invoice No: 20-045-1

1. Original Contract Price:	\$ 1,532,748.00
2. Net change by Change Orders and Written Agreements (+ or -):	\$ -
3. Current Contract Price (1 plus 2):	\$ 1,532,748.00
4. Total completed to date:	\$ 145,525.00
5. Retainage (per Agreement):	
<u>5% of completed Work:</u>	\$ 7,276.25
<u>0% of stored material:</u>	\$ -
Total Retainage:	\$ 7,276.25
6. % of Construction Completed:	
<u>9% of contracted \$ amount has been completed</u>	\$ 145,525.00
7. Total completed to date less retainage (4 minus 5):	\$ 138,248.75
8. Less previous Application for Payments:	\$ 13,969.75
9. Balance to Finish Including Retainage:	\$ 1,394,499.25
10. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ 124,279.00

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT # 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated May 7, 2020

RG Enterprises, LLC dba G&G Contractors

CONTRACTOR

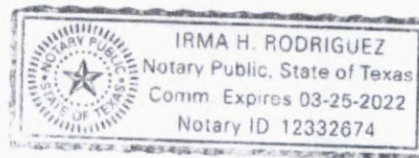
By: _____

State of Texas

County of Hidalgo

Subscribed and sworn to before me this 79TH
day of May 2020

[Signature]
 Notary Public
 My Commission expires: March 25, 2022



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated May 7, 2020

Chanin Engineering, LLC

ENGINEER

By: _____

[Signature]

Application: 2
 Application Date: May 7, 2020
 P.O. No.:
 Invoice No.: 20-045-1

Contractor Name: RG ENTERPRISES, LLS dba G&G CONTI
 Starting Date:
 Project Ending Date:
 Engineer's / County Project Desc: CSP 20-116 BISD MULTI CAMPUS CANOPY UPGRADE

A Item Code	B Description	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS COMPLETED AND STORED TO DATE (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (G*5%)
			FROM PREVIOUS APPLICATIONS (D+E)				Total Completed to Date (D+E+F)	% COMPLETED (G/C)		
1	MOBILIZATION	\$ 5,005.00	\$ 1,251.25	\$ 1,251.25		\$ 2,502.50	50%	\$ 2,502.50	\$ 125.13	
2	INSURANCE/BONDS	\$ 4,500.00	\$ 1,125.00	\$ 3,375.00		\$ 4,500.00	100%	\$ -	\$ 225.00	
3	OVERHEAD AND PROFIT	\$ 8,000.00	\$ 1,200.00	\$ -		\$ 1,200.00	15%	\$ 6,800.00	\$ 60.00	
4	PORT-A-POTTY	\$ 400.00	\$ 100.00	\$ 100.00		\$ 200.00	50%	\$ 200.00	\$ 10.00	
5	MATERIALS CANOPY	\$ 123,450.00	\$ -	\$ 24,690.00		\$ 24,690.00	20%	\$ 98,760.00	\$ 1,234.50	
6	LABOR INSTALLATION OF CANOPY	\$ 137,500.00	\$ -	\$ -		\$ -	0%	\$ 137,500.00	\$ -	
7	MATERIALS CONCRETE	\$ 42,144.00	\$ -	\$ -		\$ -	0%	\$ 42,144.00	\$ -	
8	LABOR INSTALLATION OF CONCRETE	\$ 52,500.00	\$ -	\$ -		\$ -	0%	\$ 52,500.00	\$ -	
9	ALLOWANCE	\$ 20,000.00	\$ -	\$ -		\$ -	0%	\$ 20,000.00	\$ -	
10	CONTINGENCY ALLOWANCE	\$ 10,500.00	\$ -	\$ -		\$ -	0%	\$ 10,500.00	\$ -	
11	CHANGE ORDER 1									
SUB-TOTALS		\$ 403,999.00	\$ 29,416.25	\$ 29,416.25		\$ 33,092.50	8%	\$ 370,906.50	\$ 1,654.63	

Quantity Worksheet 3.5

Application: 2
 Application Date: May 7, 2020
 P.O. No.:
 Invoice No.: 20-045-1

Contractor Name: RG ENTERPRISES, LLS dba G&G CONTI
 Starting Date:
 Project Ending Date:
 Engineer's / County Project Desc: CSP 20-116 BISD MULTI CAMPUS CANOPY UPGRADE

A Item Code	B Description	C SCHEDULED VALUE		D WORK COMPLETED		F MATERIALS COMPLETED AND STORED TO DATE (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (G*5%)
		E THIS PERIOD		G/C						
				FROM PREVIOUS APPLICATIONS (D+E)			Total Completed to Date (D+E+F)	% COMPLETED (G/C)		
12	MOBILIZATION	\$ 5,005.00	\$ 1,251.25	\$ 1,251.25	\$ 1,251.25		\$ 2,502.50	50%	\$ 2,502.50	\$ 125.13
13	INSURANCE/BONDS	\$ 4,500.00	\$ 1,125.00	\$ 3,375.00			\$ 4,500.00	100%	\$ -	\$ 225.00
14	OVERHEAD AND PROFIT	\$ 8,000.00	\$ 1,200.00	\$ -			\$ 1,200.00	15%	\$ 6,800.00	\$ 60.00
15	PORT-A-POTTY	\$ 400.00	\$ 100.00	\$ 100.00			\$ 200.00	50%	\$ 200.00	\$ 10.00
16	MATERIALS CANOPY	\$ 127,500.00	\$ -	\$ -			\$ -	0%	\$ 127,500.00	\$ -
17	LABOR INSTALLATION OF CANOPY	\$ 137,500.00	\$ -	\$ -			\$ -	0%	\$ 137,500.00	\$ -
18	MATERIALS CONCRETE	\$ 3,664.00	\$ -	\$ -			\$ -	0%	\$ 3,664.00	\$ -
19	LABOR INSTALLATION OF CONCRETE	\$ 48,048.00	\$ -	\$ -			\$ -	0%	\$ 48,048.00	\$ -
20	ALLOWANCE	\$ 20,000.00	\$ -	\$ -			\$ -	0%	\$ 20,000.00	\$ -
21	CONTINGENCY ALLOWANCE	\$ 10,500.00	\$ -	\$ -			\$ -	0%	\$ 10,500.00	\$ -
22	CHANGE ORDER 1									
SUB-TOTALS		\$ 365,117.00	\$ 4,726.25	\$ 8,402.50	\$ 4,726.25		\$ 8,402.50	2%	\$ 356,714.50	\$ 420.13

Quantity Worksheet 3.5

Application: 2
 Application Date: May 7, 2020
 P.O. No.:
 Invoice No.: 20-045-1

Contractor Name: RG ENTERPRISES, LLS dba G&G CONTI
 Starting Date:
 Project Ending Date:
 Engineer's / County Project Desc: CSP 20-116 BISD MULTI CAMPUS CANOPY UPGRADE

A Item Code	B Description	C SCHEDULED VALUE		D WORK COMPLETED		E THIS PERIOD	F MATERIALS COMPLETED AND STORED TO DATE (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (G*5%)
		FROM PREVIOUS APPLICATIONS (D+E)	THIS PERIOD	Total Completed to Date (D+E+F)	% COMPLETED (G/C)						
23	MOBILIZATION	\$ 5,005.00	\$ 1,251.25	\$ 1,251.25				\$ 2,502.50	50%	\$ 2,502.50	\$ 125.13
24	INSURANCE/BONDS	\$ 4,500.00	\$ 1,125.00	\$ 3,375.00				\$ 4,500.00	100%	\$ -	\$ 225.00
25	OVERHEAD AND PROFIT	\$ 8,000.00	\$ 1,200.00	\$ -				\$ 1,200.00	15%	\$ 6,800.00	\$ 60.00
26	PORT-A-POTTY	\$ 400.00	\$ 100.00	\$ 100.00				\$ 200.00	50%	\$ 200.00	\$ 10.00
27	MATERIALS CANOPY	\$ 127,500.00		\$ -				\$ -	0%	\$ 127,500.00	\$ -
28	LABOR INSTALLATION OF CANOPY	\$ 137,500.00		\$ -				\$ -	0%	\$ 137,500.00	\$ -
29	MATERIALS CONCRETE	\$ 40,482.00		\$ -				\$ -	0%	\$ 40,482.00	\$ -
30	LABOR INSTALLATION OF CONCRETE	\$ 50,160.00		\$ -				\$ -	0%	\$ 50,160.00	\$ -
31	ALLOWANCE	\$ 20,000.00		\$ -				\$ -	0%	\$ 20,000.00	\$ -
32	CONTINGENCY ALLOWANCE	\$ 10,500.00		\$ -				\$ -	0%	\$ 10,500.00	\$ -
33	ADDITIONAL CONTINGENCY	\$ 25,000.00		\$ -				\$ -	0%	\$ 25,000.00	\$ -
34	CHANGE ORDER 1										
SUB-TOTALS		\$ 429,047.00		\$ 4,726.25				\$ 8,402.50	2%	\$ 420,644.50	\$ 420.13

Quantity Worksheet 3.5

Application: 2
 Application Date: May 7, 2020
 P.O. No.:
 Invoice No.: 20-045-1

Contractor Name: RG ENTERPRISES, LLS dba G&G CONTI
 Starting Date:
 Project Ending Date:
 Engineer's / County Project Desc: CSP 20-116 BISD MULTI CAMPUS CANOPY UPGRADE

A Item Code	B Description	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS COMPLETED AND STORED TO DATE (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (G*5%)
			FROM PREVIOUS APPLICATIONS (D+E)				Total Completed to Date (D+E+F)	% COMPLETED (G/C)		
35	MOBILIZATION	\$ 5,005.00	\$ 1,251.25	\$ 1,251.25		\$ 2,502.50	50%	\$ 2,502.50	\$ 125.13	
36	INSURANCE/BONDS	\$ 4,500.00	\$ 1,125.00	\$ 3,375.00		\$ 4,500.00	100%	\$ -	\$ 225.00	
37	OVERHEAD AND PROFIT	\$ 8,000.00	\$ 1,200.00			\$ 1,200.00	15%	\$ 6,800.00	\$ 60.00	
38	PORT-A-POTTY	\$ 400.00	\$ 100.00	\$ 100.00		\$ 200.00	50%	\$ 200.00	\$ 10.00	
39	MATERIALS CANOPY	\$ 117,500.00		\$ 58,750.00		\$ 58,750.00	50%	\$ 58,750.00	\$ 2,937.50	
40	LABOR INSTALLATION OF CANOPY	\$ 113,900.00		\$ 28,475.00		\$ 28,475.00	25%	\$ 85,425.00	\$ 1,423.75	
41	MATERIALS CONCRETE	\$ 24,156.00				\$ -	0%	\$ 24,156.00	\$ -	
42	LABOR INSTALLATION OF CONCRETE	\$ 30,624.00				\$ -	0%	\$ 30,624.00	\$ -	
43	ALLOWANCE	\$ 20,000.00				\$ -	0%	\$ 20,000.00	\$ -	
44	CONTINGENCY ALLOWANCE	\$ 10,500.00				\$ -	0%	\$ 10,500.00	\$ -	
45	CHANGE ORDER 1	\$ 334,585.00		\$ 91,951.25		\$ 96,627.50	29%	\$ 238,957.50	\$ 4,781.38	
SUB-TOTALS		\$ 1,532,748.00		\$ 130,820.00		\$ 145,525.00	9%	\$ 1,387,223.00	\$ 7,276.25	
TOTALS										



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/2020

Item Title:	<u>Payment to Architect</u>	<u>X</u>	Action
	<u>AMTECH Solutions, Inc.</u>		Information
	<u>Margaret Clark Aquatic Center – Roof Design</u>		Discussion
	<u>Consulting Services</u>		

BACKGROUND:

<u>AMTECH Solutions, Inc</u>	<u>Margaret Clark Aquatic Center - Roof Design</u>	<u>Payment #3</u>
	Consulting Services	
	Original Contract Fee Amount:	\$50,000.00
	Allowable for Reimbursable Expenses:	\$0.00
	Total Contract Amount:	\$50,000.00
	Schematic Design:	\$0.00
	Design Development:	\$3,750.00
	Construction Documents:	\$11,250.00
	Bidding Phase:	\$0.00
	Contract Administration:	\$0.00
	Previously Invoiced:	\$3,750.00
	Current Payment Due:	\$15,000.00
	Balance to Finish:	\$23,750.00

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: \$15,000.00

RECOMMENDATION:

Recommend approval of Payment #3 for \$15,000.00 as partial payment to AMTECH Solutions, Inc. for Engineering Services work completed on the Aquatic Center-Roof Design Consulting Services project to be paid from Maintenance Tax Note Fund 189.

Approved for Submission to Board of Education:

Martin Espinosa

Submitted by: Principal/Program Adm.

Manuel Hinojosa, F.A.A.

David Robledo

Recommended by: District Architect/CFO

Dr. Nereida Cantu

Approved by: Deputy Superintendent

6-9-2020

René Gutiérrez
Dr. René Gutiérrez
Superintendent

AMTECH SOLUTIONS, INC.
 13601 Preston Rd, Suite W-1030
 Dallas, TX 75240
 972.690.6044
www.amtechsls.com

INVOICE



Brownsville ISD
 Margaret Clark Aquatic Center
 1900 E. Price Road
 Brownsville, TX 78521

March 31, 2020
 Project No: RGV.2019.001002
 Invoice No: 0002467
 Due Date: Due on Receipt

Project RGV.2019.001002 Brownsville ISD Aquatics
 Brownsville ISD Aquatics. PO: P347352

Professional Services from February 1, 2020 to March 31, 2020

Fee

Billing Phase	Fee	Percent Complete	Previous Fee Billing	Current Fee Billing
Schematic Design	7,500.00	100.00	7,500.00	0.00
Design Development	7,500.00	100.00	3,750.00	3,750.00
Construction Documents	15,000.00	75.00	0.00	11,250.00
Bidding	2,500.00	0.00	0.00	0.00
Contract Administration	17,500.00	0.00	0.00	0.00
Total Fee	50,000.00		11,250.00	15,000.00
Total Fee				15,000.00
Task Total				\$15,000.00
Phase Total				\$15,000.00
Total this Invoice				\$15,000.00

Payment Information
 Account Name: Amtech Solutions, Inc.
 Bank: Bank of America
 Electronic Payments Routing: 111000025
 Wire Transfer: 026009593
 Account #: 488060339210



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/2020

Item Title:	<u>Payment to Contractor</u>	<u>X</u>	Action
	<u>ZIWA Corporation</u>	<u> </u>	Information
	<u>Food Nutrition Services-Roof Repairs</u>	<u> </u>	Discussion

BACKGROUND:

<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>ZIWA Corporation</u>	Food Nutrition Services-Roof Repair Project	Payment #3
	Original Contract Fee Amount:	\$349,000.00
	Net Change by Change Orders	\$0.00
	Contract Sum to Date:	\$349,000.00
	Total Completed & Stored to Date:	\$176,863.94
	Retainage:	
	<u>5% Retainage of Complete Work:</u>	\$4,929.95
	<u>5% Retainage on Stored Materials:</u>	\$3,913.25
	Total Retainage:	\$8,843.20
	Total Earned Less Retainage:	\$168,020.74
	Less Previous Certificates of Payment:	\$58,519.05
	Current Payment Due:	\$109,501.69
	Balance to Finish Plus Retainage:	\$180,979.26

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: \$109,501.69

RECOMMENDATION:

Recommend approval of Payment #3 for \$109,501.69 as Partial payment to ZIWA Corporation for Construction Services work completed on the Food Nutrition Services Roof Repair Project to be paid from Maintenance Tax Note Fund 189.

Approved for Submission to Board of Education:

Martin Espinosa
 Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA / David Robledo
 Recommended by: District Architect /CFO

Dr. René Gutiérrez
 Superintendent

Dr. Nereida Cantu
 Approved by: Deputy Superintendent *6-9-2020*

GREEN, RUBIANO & ASSOCIATES

Structural Engineers
Firm Registration #: F-4145

1220 West Harrison
Harlingen, Texas 78550
(956) 428-4461
www.graengineering.com

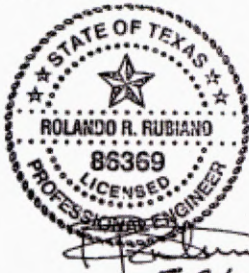
May 26, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

RE: Food Nutrition Services Roof Project Pay App #03

In accordance with the contract documents, based on site observations conducted by GRA staff and the data provided by the contractor in reference to this application for payment, GRA Engineering certifies to the Owner that to the best of our knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the contract documents, and the Contractor (Ziwa) is entitled to payment on pay application #03 in the amount of \$109,501.69.

Respectfully,



Rolando R. Rubiano, P.E.
Principal
GRA Engineering

Handwritten signature and date: 5/26/2020

AIA Document G702 - 1992

Application and Certificate for Payment

TO OWNER: Brownsville ISD
1900 E. Price Rd
Brownsville TX 78521

PROJECT: BISD Food Nutrition Bldg Roof Repair
1900 E. Price Rd

APPLICATION NO: 003
PERIOD TO: May 31, 2020

FROM: Ziwa Corporation
1952 S. Price Rd
Brownsville TX 78521

VIA ARCHITECT:

Distribution to:
OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

CONTRACT FOR: General Construction
CONTRACT DATE: February 07, 2020
PROJECT NOS: / 20-003 / 20-123

CONTRACTOR'S APPLICATION FOR PAYMENT

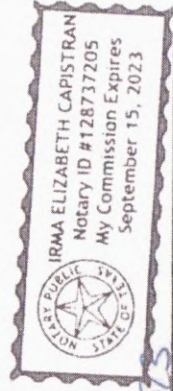
Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$349,000.00
2. NET CHANGE BY CHANGE ORDERS \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$349,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$176,863.94
5. RETAINAGE:
 - a. 5.00 % of Completed Work (Column D + E on G703) \$4,929.95
 - b. 5.00 % of Stored Material (Column F on G703) \$3,913.25
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$8,843.20
6. TOTAL EARNED LESS RETAINAGE \$168,020.74
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$58,519.05
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$109,501.69
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$180,979.26

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: [Signature]
State of: Texas
County of: Tamilton
Subscribed and sworn to before me this 12 day of May 2020
Notary Public: [Signature]
My Commission expires: September 15, 2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED **\$109,501.69**
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature]
By: [Signature]
Date: 5.26.2020

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

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User Notes: (389AD45F)



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: Payment to Contractor Action
ARGIO Roofing & Construction, LLC Information
Multi-Campus Roof Replacement Phase I Project Discussion

BACKGROUND:


<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>ARGIO Roofing & Construction, LLC</u>	Multi-Campus Roof Replacement Phase I	Payment #3
	Original Contract Fee Amount:	\$1,060,000.00
	Net Change by Change Orders	\$0.00
	Contract Sum to Date:	\$1,060,000.00
	Total Completed & Stored to Date:	\$580,532.18
	Retainage:	
	<u>5% Retainage of Complete Work:</u>	\$13,683.61
	<u>5% Retainage on Stored Materials:</u>	\$15,343.00
	Total Retainage:	\$29,026.61
	Total Earned Less Retainage:	\$551,505.57
	Less Previous Certificates of Payment:	\$169,227.26
	Current Payment Due:	\$382,278.31
	Balance to Finish Plus Retainage:	\$508,494.43

FISCAL IMPLICATIONS:

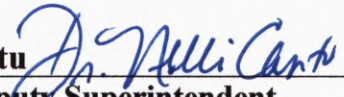
Maintenance Tax Note Fund 189: \$382,278.31

RECOMMENDATION:

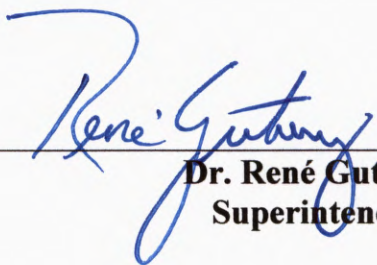
Recommend approval of Payment #3 for \$382,278.31 as partial payment to ARGIO Roofing & Construction, LLC for Construction Services work completed on the Multi-Campus Roof Replacement Phase I project to be paid from Maintenance Tax Note Fund 189.


Fernando E Villarreal
Submitted by: Principal/Program Adm.


Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO


Dr. Nereida Cantu
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:


Dr. René Gutiérrez
Superintendent

6-9-2020

When Necessary, Additional Background May Follow This.

Date: May 21, 2020

To: Mr. Fernando Villarreal
Project/Facilities Manager
4350 Morrison Rd.
Brownsville, TX 78526

Re: Brownsville ISD Multi-Campus
Roof Replacement Project Phase I
CSP #19-134



1320 Spinks Rd.
Flower Mound, TX 75028
888.874.1388 / Fax: 972.874.1391
www.armko.com

Mr. Villarreal;

In accordance to the Contract Documents, based on our on-site observations, we certify that to the best of our knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and we recommend the Contractor (Argio Roofing & Construction, LLC) is entitled to payment of the amount certified on the attached Application and Certificate for Payment #3.

Should you have any questions or need further assistance please contact me.

Respectfully,

A handwritten signature in black ink, appearing to read 'Dean Brown', with a long horizontal flourish extending to the right.

Dean Brown, PE
Structural Engineer
Armko Industries, Inc.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER: Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

CONTRACTOR: ARGIO Roofing & Construction, LLC
29729 Norman Road
Rio Hondo, TX 78583

CONSULTANT: Arnko Industries

PROJECT: CSP #19-434 Multi-Campus Roof Replacement
Phase I
El Jardin ES Units G & H
Russell ES Unit I (Kitchen)
Sharp ES Units B & G
Yarrin ES Full Replacement

APPLICATION NUMBER: 3
PERIOD TO: 5/31/2020
PURCHASE ORDER: P352106

Distribution to:
 OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR

CONTRACT DATE: 07/11/19

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- ORIGINAL CONTRACT SUM** \$ 1,060,000.00
- Net Change By Change Orders** \$ -
- CONTRACT SUM TO DATE** (Line 1 + 2)..... \$ 1,060,000.00
- TOTAL COMPLETED & STORED TO DATE**..... (Column G on G703) \$ 580,532.18

RETAINAGE:

- 5% % of Completed Work \$ 13,683.61
(Columns D & E on G703)
- 5% % of Stored Material \$ 15,343.00
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column 1 of G703) \$ 29,026.61

TOTAL EARNED LESS RETAINAGE..... \$ 551,505.57
(Line 4 less Line 5 Total)

LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 169,227.26

CURRENT PAYMENT DUE \$ 382,278.31

BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 508,494.44

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total Approved this Month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
CONTRACTOR: ARGIO ROOFING & CONSTRUCTION, L.L.C.



BY: _____ **DATE:** 5-20-2020

State of: TEXAS County of: CAMERON
Subscribed and sworn before me this 20th day of May 20 20
Notary Public *Annabel Garcia*
My Commission Expires: 09-03-2022

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 382,278.31

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

By: *[Signature]* **Engineer** **DATE:** 5 21 20 20

CONSULTANT: _____ **DATE:** _____
By: _____
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

BISD CSP #19-134 Multi-Campus Roof Replacement Phase I

APPLICATION NO: **3**
 APPLICATION DATE: **5/15/2020**
 PERIOD TO: **5/31/2020**
 PURCHASE ORDER: **P352106**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
El Jardin ES - Unit H & Unit G										
1	Supervision	\$1,000.00	\$250.00	\$750.00				\$1,000.00	\$0.00	\$50.00
2	Mobilization	\$750.00	\$750.00	\$0.00				\$750.00	\$0.00	\$37.50
3	Submittals	\$500.00	\$500.00	\$0.00				\$500.00	\$0.00	\$25.00
4	Demobilization	\$200.00	\$0.00	\$200.00				\$200.00	\$0.00	\$10.00
5	Insurance & Bonds	\$1,000.00	\$1,000.00	\$0.00				\$1,000.00	\$0.00	\$50.00
6	Building Permit	\$228.90	\$228.90	\$0.00				\$228.90	\$0.00	\$11.45
7	Wind Storm Registration	\$190.75	\$190.75	\$0.00				\$190.75	\$0.00	\$9.54
8	Wind Storm Certificate	\$190.75	\$95.38	(\$0.00)				\$95.38	\$95.38	\$4.77
9	Storage, Rental Equipment, Fence	\$989.25	\$989.25	\$0.00				\$989.25	\$0.00	\$49.46
10	Firestone Final Inspection	\$245.25	\$0.00	\$0.00				\$0.00	\$245.25	\$0.00
11	Firestone BaseGard SA	\$1,934.75	\$1,934.75	\$0.00				\$1,934.75	\$0.00	\$96.74
12	Firestone SBS Poly Torch Base	\$3,156.25	\$3,156.25	\$0.00				\$3,156.25	\$0.00	\$157.81
13	Firestone SBS Premium FR Torch	\$4,422.50	\$4,422.50	\$0.00				\$4,422.50	\$0.00	\$221.13
14	Firestone LWC Fasteners	\$408.75	\$408.75	\$0.00				\$408.75	\$0.00	\$20.44
15	Firestone 1/2" Cover Board	\$2,697.75	\$2,697.75	\$0.00				\$2,697.75	\$0.00	\$134.89
16	Q Panel	\$109.00	\$109.00	\$0.00				\$109.00	\$0.00	\$5.45
17	Firestone Taper	\$1,498.75	\$1,498.75	\$0.00				\$1,498.75	\$0.00	\$74.94
18	Firestone ISO 1.5	\$3,282.38	\$3,282.38	\$0.00				\$3,282.38	\$0.00	\$164.12
19	Firestone ISO 1.8	\$1,132.12	\$1,132.12	\$0.00				\$1,132.12	\$0.00	\$56.61
20	Firestone ISO 2.0	\$599.50	\$599.50	\$0.00				\$599.50	\$0.00	\$29.98
21	Firestone Accessories	\$408.75	\$408.75	\$0.00				\$408.75	\$0.00	\$20.44
22	Leads	\$354.25	\$354.25	\$0.00				\$354.25	\$0.00	\$17.71
23	Cant Strip	\$81.75	\$81.75	\$0.00				\$81.75	\$0.00	\$4.09

BISD CSP #19-134 Multi-Campus Roof Replacement Phase I

Argio Roofing & Construction, LLC
CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

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APPLICATION NO: **3**
 APPLICATION DATE: **5/15/2020**
 PERIOD TO: **5/31/2020**
 PURCHASE ORDER: **P352106**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
24	Roofing Accessories	\$136.25	\$136.25	\$0.00	\$0.00		\$136.25	\$0.00	\$6.81
25	2x6	\$1,607.75	\$1,607.75	\$0.00	\$0.00		\$1,607.75	\$0.00	\$80.39
26	2x8	\$136.25	\$136.25	\$0.00	\$0.00		\$136.25	\$0.00	\$6.81
27	3/4 Plywood	\$245.25	\$245.25	\$0.00	\$0.00		\$245.25	\$0.00	\$12.26
28	Roof Tear Off & Disposal	\$ 1,750.00	\$1,750.00	\$0.00	\$0.00		\$1,750.00	\$0.00	\$87.50
29	Labor Install Wood Blocking	\$ 1,750.00	\$1,750.00	\$0.00	\$0.00		\$1,750.00	\$0.00	\$87.50
30	Labor Install ISO	\$ 1,243.10	\$1,243.10	\$0.00	\$0.00		\$1,243.10	\$0.00	\$62.16
31	Labor Install Dens Deck	\$ 1,000.00	\$1,000.00	\$0.00	\$0.00		\$1,000.00	\$0.00	\$50.00
32	Labor Install Base Ply	\$ 1,000.00	\$1,000.00	\$0.00	\$0.00		\$1,000.00	\$0.00	\$50.00
33	Labor Install Cap Sheet	\$ 1,750.00	\$875.00	\$875.00	\$875.00		\$1,750.00	\$0.00	\$87.50
34	Labor Install Flashing	\$ 750.00	\$0.00	\$750.00	\$750.00		\$750.00	\$0.00	\$37.50
35	Metal Flat Stock	\$ 2,750.00	\$2,750.00	\$0.00	\$0.00		\$2,750.00	\$0.00	\$137.50
36	Fabricate Fascia	\$ 850.00	\$0.00	\$850.00	\$850.00		\$850.00	\$0.00	\$42.50
37	Fabricate Gutter	\$ 2,000.00	\$0.00	\$2,000.00	\$2,000.00		\$2,000.00	\$0.00	\$100.00
38	Labor Cornice & Soffit	\$ 1,000.00	\$500.00	\$500.00	\$500.00		\$1,000.00	\$0.00	\$50.00
39	Fabricate DownSpouts	\$ 2,000.00	\$0.00	\$2,000.00	\$2,000.00		\$2,000.00	\$0.00	\$100.00
40	Splash Blocks	\$ 3,000.00	\$0.00	\$3,000.00	\$3,000.00		\$3,000.00	\$0.00	\$150.00
41	Labor Fascia	\$ 650.00	\$0.00	\$650.00	\$650.00		\$650.00	\$0.00	\$32.50
42	Labor Gutter	\$ 1,400.00	\$0.00	\$1,400.00	\$1,400.00		\$1,400.00	\$0.00	\$70.00
43	Labor DownSpouts	\$ 1,300.00	\$0.00	\$1,300.00	\$1,300.00		\$1,300.00	\$0.00	\$65.00
	Total El Jardin	\$ 51,700.00	\$ 37,084.38	\$ 14,275.00	\$ -	\$ 51,359.38	\$ 340.63	\$ 2,567.97	
Russell ES - Unit I Kitchen									
44	Supervision	\$ 500.00	\$0.00	\$0.00	\$0.00		\$0.00	\$500.00	\$0.00
45	Mobilization	\$ 250.00	\$0.00	\$0.00	\$125.00		\$125.00	\$125.00	\$6.25

Argio Roofing & Construction, LLC **BISD CSP #19-134 Multi-Campus Roof Replacement Phase I**

CONTINUATION SHEET

APPLICATION NO: **3**
 APPLICATION DATE: **5/15/2020**
 PERIOD TO: **5/31/2020**
 PURCHASE ORDER: **P352106**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
46	Submittals	\$ 250.00	\$ 250.00	\$ 0.00	\$ 0.00	\$ 250.00	\$ 0.00	\$ 12.50	
47	Demobilization	\$ 140.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 140.00	\$ 0.00	
48	Insurance & Bonds	\$ 500.00	\$ 500.00	\$ 0.00	\$ 0.00	\$ 500.00	\$ 0.00	\$ 25.00	
49	Building Permit	\$ 168.00	\$ 168.00	\$ 0.00	\$ 0.00	\$ 168.00	\$ 0.00	\$ 8.40	
50	Wind Storm Registration	\$ 140.00	\$ 140.00	\$ 0.00	\$ 0.00	\$ 140.00	\$ 0.00	\$ 7.00	
51	Wind Storm Certificated	\$ 140.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 140.00	\$ 0.00	
52	Storage, Rental Equipment, Fence	\$ 250.00	\$ 0.00	\$ 125.00	\$ 0.00	\$ 125.00	\$ 125.00	\$ 6.25	
53	Firestone Final Inspection	\$ 180.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 0.00	
54	Firestone BaseGard SA	\$ 1,000.00	\$ 1,000.00	\$ 0.00	\$ 0.00	\$ 1,000.00	\$ 0.00	\$ 50.00	
55	Firestone SBS Poly Torch Base	\$ 1,200.00	\$ 1,200.00	\$ 0.00	\$ 0.00	\$ 1,200.00	\$ 0.00	\$ 60.00	
56	Firestone SBS Premium FR Torch	\$ 1,000.00	\$ 1,000.00	\$ 0.00	\$ 0.00	\$ 1,000.00	\$ 0.00	\$ 50.00	
57	Firestone LWC Fasteners	\$ 300.00	\$ 300.00	\$ 0.00	\$ 0.00	\$ 300.00	\$ 0.00	\$ 15.00	
58	Firestone 1/2" Cover Board	\$ 900.00	\$ 900.00	\$ 0.00	\$ 0.00	\$ 900.00	\$ 0.00	\$ 45.00	
59	Q Panel	\$ 80.00	\$ 80.00	\$ 0.00	\$ 0.00	\$ 80.00	\$ 0.00	\$ 4.00	
60	Firestone Taper	\$ 700.00	\$ 700.00	\$ 0.00	\$ 0.00	\$ 700.00	\$ 0.00	\$ 35.00	
61	Firestone ISO 1.5	\$ 1,640.00	\$ 1,640.00	\$ 0.00	\$ 0.00	\$ 1,640.00	\$ 0.00	\$ 82.00	
62	Firestone ISO 1.8	\$ 580.00	\$ 580.00	\$ 0.00	\$ 0.00	\$ 580.00	\$ 0.00	\$ 29.00	
63	Firestone ISO 2.0	\$ 550.00	\$ 550.00	\$ 0.00	\$ 0.00	\$ 550.00	\$ 0.00	\$ 27.50	
64	Firestone Accessories	\$ 100.00	\$ 100.00	\$ 0.00	\$ 0.00	\$ 100.00	\$ 0.00	\$ 5.00	
65	Leads	\$ 160.00	\$ 160.00	\$ 0.00	\$ 0.00	\$ 160.00	\$ 0.00	\$ 8.00	
66	Cant Strip	\$ 60.00	\$ 60.00	\$ 0.00	\$ 0.00	\$ 60.00	\$ 0.00	\$ 3.00	
67	Roofing Accessories	\$ 100.00	\$ 100.00	\$ 0.00	\$ 0.00	\$ 100.00	\$ 0.00	\$ 5.00	
68	2x6	\$ 580.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 580.00	\$ 0.00	
69	2x8	\$ 100.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 100.00	\$ 0.00	

CONTINUATION SHEET

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In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: **3**
 APPLICATION DATE: **5/15/2020**
 PERIOD TO: **5/31/2020**
 PURCHASE ORDER: **F352106**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D ORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
70	3/4 Plywood	\$ 140.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$140.00	\$0.00
71	Roof Tear Off & Disposal	\$ 2,000.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$2,000.00	\$0.00
72	Labor Install Wood Blocking	\$ 1,000.00	\$0.00	\$0.00	\$250.00	\$250.00		\$250.00	25%	\$750.00	\$12.50
73	Labor Install ISO	\$ 400.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$400.00	\$0.00
74	Labor Install Dens Deck	\$ 400.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$400.00	\$0.00
75	Labor Install Base Ply	\$ 400.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$400.00	\$0.00
76	Labor Install Cap Sheet	\$ 1,200.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$1,200.00	\$0.00
77	Labor Install Flashing	\$ 250.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$250.00	\$0.00
78	Metal Flat Stock	\$ 1,800.00	\$1,800.00	\$0.00	\$0.00	\$0.00		\$1,800.00	100%	\$0.00	\$90.00
79	Fabricate Facia	\$ 400.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$400.00	\$0.00
80	Fabricate Gutter	\$ 1,500.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$1,500.00	\$0.00
81	Labor Cornice & Soffit	\$ 700.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$700.00	\$0.00
82	Fabricate DownSpouts	\$ 2,000.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$2,000.00	\$0.00
83	Splash Blocks	\$ 1,500.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$1,500.00	\$0.00
84	Labor Facia	\$ 250.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$250.00	\$0.00
85	Labor Gutter	\$ 1,500.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$1,500.00	\$0.00
86	Labor DownSpouts	\$ 1,600.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$1,600.00	\$0.00
87	Roof Tear Off & Disposal	\$ 1,520.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$1,520.00	\$0.00
88	Install Wood Blocking	\$ 200.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$200.00	\$0.00
89	Install ISO	\$ 750.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$750.00	\$0.00
90	Install Dens Deck	\$ 750.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$750.00	\$0.00
91	Install Base Ply	\$ 750.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$750.00	\$0.00
92	Install Cap Sheet	\$ 750.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$750.00	\$0.00
93	Install Flashing	\$ 750.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$750.00	\$0.00

BISD CSP #19-134 Multi-Campus Roof Replacement Phase I

APPLICATION NO: **3**
 APPLICATION DATE: **5/15/2020**
 PERIOD TO: **5/31/2020**
 PURCHASE ORDER: **P352106**

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Use column 1 on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN DORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
94	Metal Flat Stock	\$ 1,200.00	\$ 0.00	\$ 1,200.00	\$ 1,200.00		\$ 1,200.00	\$ 0.00	\$ 60.00
95	Fabricate Copping	\$ 250.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 250.00	\$ 0.00
96	Fabricate Collector Heads	\$ 350.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 350.00	\$ 0.00
97	Fabricate Scuppers	\$ 250.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 250.00	\$ 0.00
98	Fabricate DownSpouts	\$ 300.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 300.00	\$ 0.00
99	Splash Blocks	\$ 222.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 222.00	\$ 0.00
100	Fabricate Wall Receiver	\$ 300.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 300.00	\$ 0.00
101	Labor Copping	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 450.00	\$ 0.00
102	Labor Collector Heads	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 450.00	\$ 0.00
103	Labor Scuppers	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 450.00	\$ 0.00
104	Labor DownSpouts	\$ 400.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 400.00	\$ 0.00
105	Labor Wall Receiver	\$ 300.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 300.00	\$ 0.00
	Total Russell	\$ 39,000.00	\$ 11,228.00	\$ 1,700.00	\$ 1,700.00	\$ -	\$ 12,928.00	\$ 26,072.00	\$ 646.40
Sharp ES - Unit B & Unit G									
106	Supervision	\$ 5,500.00	\$ 550.00	\$ 2,200.00	\$ 2,200.00		\$ 2,750.00	\$ 2,750.00	\$ 137.50
107	Mobilization	\$ 1,600.00	\$ 800.00	\$ 400.00	\$ 400.00		\$ 1,200.00	\$ 400.00	\$ 60.00
108	Submittals	\$ 1,000.00	\$ 1,000.00	\$ 0.00	\$ 0.00		\$ 1,000.00	\$ 0.00	\$ 50.00
109	Demobilization	\$ 500.00	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 500.00	\$ 0.00
110	Insurance & Bonds	\$ 2,149.25	\$ 2,149.25	\$ 0.00	\$ 0.00		\$ 2,149.25	\$ 0.00	\$ 107.46
111	Building Permit	\$ 678.30	\$ 678.30	\$ 0.00	\$ 0.00		\$ 678.30	\$ 0.00	\$ 33.92
112	Wind Storm Registration	\$ 565.25	\$ 565.25	\$ 0.00	\$ 0.00		\$ 565.25	\$ 0.00	\$ 28.26
113	Wind Storm Certificated	\$ 565.25	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 565.25	\$ 0.00
114	Storage, Rental Equipment, Fence	\$ 2,894.75	\$ 2,894.75	\$ 0.00	\$ 0.00		\$ 2,894.75	\$ 0.00	\$ 144.74
115	Firestone Final Inspection	\$ 726.75	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 726.75	\$ 0.00

BISD CSP #19-134 Multi-Campus Roof Replacement Phase I

APPLICATION NO: **3**
 APPLICATION DATE: **5/15/2020**
 PERIOD TO: **5/31/2020**
 PURCHASE ORDER: **P352106**

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In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E		F MATERIALS PRESENTLY STORED (NOT IN D ORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
				THIS PERIOD						
116	Firestone BaseGard SA	\$ 5,733.25	\$5,733.25	\$0.00	\$0.00		\$5,733.25	100%	\$0.00	\$286.66
117	Firestone SBS Poly Torch Base	\$ 9,093.75	\$9,093.75	\$0.00	\$0.00		\$9,093.75	100%	\$0.00	\$454.69
118	Firestone SBS Premium FR Torch	\$ 15,957.50	\$15,957.50	\$0.00	\$0.00		\$15,957.50	100%	\$0.00	\$797.88
119	Firestone LWC Fasteners	\$ 1,211.25	\$1,211.25	\$0.00	\$0.00		\$1,211.25	100%	\$0.00	\$60.56
120	Firestone 1/2" Cover Board	\$ 6,994.25	\$6,994.25	\$0.00	\$0.00		\$6,994.25	100%	\$0.00	\$349.71
121	Q Panel	\$ 323.00	\$323.00	\$0.00	\$0.00		\$323.00	100%	\$0.00	\$16.15
122	Firestone Taper	\$ 4,441.25	\$4,441.25	\$0.00	\$0.00		\$4,441.25	100%	\$0.00	\$222.06
123	Firestone ISO 1.5	\$ 8,770.11	\$8,770.11	\$0.00	\$0.00		\$8,770.11	100%	\$0.00	\$438.51
124	Firestone ISO 1.8	\$ 1,534.25	\$1,534.25	\$0.00	\$0.00		\$1,534.25	100%	\$0.00	\$76.71
125	Firestone ISO 2.0	\$ 4,553.64	\$4,553.64	\$0.00	\$0.00		\$4,553.64	100%	\$0.00	\$227.68
126	Firestone Accessories	\$ 1,211.25	\$1,211.25	\$0.00	\$0.00		\$1,211.25	100%	\$0.00	\$60.56
127	Leads	\$ 1,049.75	\$1,049.75	\$0.00	\$0.00		\$1,049.75	100%	\$0.00	\$52.49
128	Cant Strip	\$ 242.25	\$242.25	\$0.00	\$0.00		\$242.25	100%	\$0.00	\$12.11
129	Roofing Accessories	\$ 403.75	\$403.75	\$0.00	\$0.00		\$403.75	100%	\$0.00	\$20.19
130	2x6	\$ 4,764.25	\$1,549.88	\$3,214.37	\$3,214.37		\$4,764.25	100%	\$0.00	\$238.21
131	2x8	\$ 403.75	\$0.00	\$403.75	\$403.75		\$403.75	100%	\$0.00	\$20.19
132	3/4 Plywood	\$ 683.20	\$0.00	\$683.20	\$683.20		\$683.20	100%	\$0.00	\$34.16
133	Roof Tear Off & Disposal	\$ 7,500.00	\$1,875.00	\$5,625.00	\$5,625.00		\$7,500.00	100%	\$0.00	\$375.00
134	Install Wood Blocking	\$ 15,000.00	\$3,750.00	\$11,250.00	\$11,250.00		\$15,000.00	100%	\$0.00	\$750.00
135	Install ISO	\$ 3,750.00	\$937.50	\$2,812.50	\$2,812.50		\$3,750.00	100%	\$0.00	\$187.50
136	Install Dens Deck	\$ 3,750.00	\$937.50	\$2,812.50	\$2,812.50		\$3,750.00	100%	\$0.00	\$187.50
137	Install Base Ply	\$ 3,250.00	\$812.50	\$2,437.50	\$2,437.50		\$3,250.00	100%	\$0.00	\$162.50
138	Install Cap Sheet	\$ 3,250.00	\$0.00	\$2,437.50	\$2,437.50		\$2,437.50	75%	\$812.50	\$121.88
139	Install Flashing	\$ 3,250.00	\$0.00	\$2,437.50	\$2,437.50		\$2,437.50	75%	\$812.50	\$121.88

BISD CSP #19-134 Multi-Campus Roof Replacement Phase I

APPLICATION NO: **3**
 APPLICATION DATE: **5/15/2020**
 PERIOD TO: **5/31/2020**
 PURCHASE ORDER: **P352106**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
				THIS PERIOD					
140	Metal Flat Stock	\$ 7,500.00	\$385.60	\$7,114.40			\$7,500.00	\$0.00	\$375.00
141	Fabricate Facia	\$ 1,450.00	\$0.00	\$1,450.00			\$1,450.00	\$0.00	\$72.50
142	Fabricate Gutter	\$ 4,250.00	\$0.00	\$4,250.00			\$4,250.00	\$0.00	\$212.50
143	Fabricate Soffit & Cornice	\$ 3,250.00	\$0.00	\$3,250.00			\$3,250.00	\$0.00	\$162.50
144	Fabricate DownSpouts	\$ 1,750.00	\$0.00	\$1,750.00			\$1,750.00	\$0.00	\$87.50
145	Splash Blocks	\$ 750.00	\$0.00	\$750.00			\$750.00	\$0.00	\$37.50
146	Labor Install Facia	\$ 1,250.00	\$0.00	\$1,250.00			\$1,250.00	\$0.00	\$62.50
147	Labor Gutter	\$ 6,250.00	\$0.00	\$6,250.00			\$6,250.00	\$0.00	\$312.50
148	Labor Soffit & Cornice	\$ 4,300.00	\$0.00	\$4,300.00			\$4,300.00	\$0.00	\$215.00
149	Labor DownSpouts	\$ 1,000.00	\$0.00	\$1,000.00			\$1,000.00	\$0.00	\$50.00
	Total Sharp	\$ 155,050.00	\$ 80,404.78	\$ 68,078.22	\$ -	\$ 148,483.00	\$ 6,567.00	\$ 7,424.15	
Yturria Elementary School									
150	Supervision	\$ 30,000.00	\$0.00	\$0.00			\$0.00	\$30,000.00	\$0.00
151	Mobilization	\$ 12,276.00	\$0.00	\$12,276.00			\$12,276.00	\$0.00	\$613.80
152	Submittals	\$ 7,068.00	\$7,068.00	\$0.00			\$7,068.00	\$0.00	\$353.40
153	Demobilization	\$ 2,500.00	\$0.00	\$0.00			\$0.00	\$2,500.00	\$0.00
154	Insurance & Bonds	\$ 14,508.00	\$14,508.00	\$0.00			\$14,508.00	\$0.00	\$725.40
155	Building Permit	\$ 3,124.80	\$3,124.80	\$0.00			\$3,124.80	\$0.00	\$156.24
156	Wind Storm Registration	\$ 2,604.00	\$2,604.00	\$0.00			\$2,604.00	\$0.00	\$130.20
157	Wind Storm Certificate	\$ 2,604.00	\$0.00	\$0.00			\$0.00	\$2,604.00	\$0.00
158	Storage, Rental Equipment, Fence	\$ 27,156.00	\$0.00	\$6,789.00			\$6,789.00	\$20,367.00	\$339.45
159	Firestone Final Inspection	\$ 3,348.00	\$0.00	\$0.00			\$0.00	\$3,348.00	\$0.00
160	Firestone BaseGard SA	\$ 28,000.00	\$0.00	\$0.00		\$28,000.00	\$28,000.00	\$0.00	\$1,400.00
161	Firestone SBS Poly Torch Base	\$ 58,000.00	\$0.00	\$0.00		\$58,000.00	\$58,000.00	\$0.00	\$2,900.00

BISD CSP #19-134 Multi-Campus Roof Replacement Phase I

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: **3**
 APPLICATION DATE: **5/15/2020**
 PERIOD TO: **5/31/2020**
 PURCHASE ORDER: **F352106**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
				THIS PERIOD						
162	Firestone SBS Premium FR Torch	\$ 98,000.00	\$0.00	\$0.00	\$0.00	\$98,000.00	\$98,000.00	100%	\$0.00	\$4,900.00
163	Firestone 1/2" Cover Board	\$ 40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	\$40,000.00	100%	\$0.00	\$2,000.00
164	Q Panel	\$ 2,488.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,488.00	\$0.00
165	Firestone Taper	\$ 2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	100%	\$0.00	\$100.00
166	Firestone ISO 1.5	\$ 74,000.00	\$0.00	\$0.00	\$0.00	\$74,000.00	\$74,000.00	100%	\$0.00	\$3,700.00
167	Firestone ISO 2.0	\$ 4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$4,000.00	100%	\$0.00	\$200.00
168	Firestone Accessories	\$ 6,580.00	\$6,580.00	\$0.00	\$0.00	\$6,580.00	\$6,580.00	100%	\$0.00	\$329.00
169	Leads	\$ 5,836.00	\$5,836.00	\$0.00	\$0.00	\$5,836.00	\$5,836.00	100%	\$0.00	\$291.80
170	Cant Strip	\$ 2,116.00	\$2,116.00	\$0.00	\$0.00	\$2,116.00	\$2,116.00	100%	\$0.00	\$105.80
171	Roofing Accessories	\$ 2,860.00	\$0.00	\$0.00	\$0.00	\$2,860.00	\$2,860.00	100%	\$0.00	\$143.00
172	2x6	\$ 21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$21,000.00	\$0.00
173	2x8	\$ 2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00	\$0.00
174	3/4 Plywood	\$ 4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,000.00	\$0.00
175	Waterproofing	\$ 9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,500.00	\$0.00
176	Roof Tear Off & Disposal	\$ 40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$40,000.00	\$0.00
177	Install Wood Blocking	\$ 11,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$11,500.00	\$0.00
178	Install ISO	\$ 19,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$19,500.00	\$0.00
179	Install Dens Deck	\$ 19,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$19,500.00	\$0.00
180	Install Base Ply	\$ 35,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$35,500.00	\$0.00
181	Install Cap Sheet	\$ 36,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$36,500.00	\$0.00
182	Install Flashing	\$ 5,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,250.00	\$0.00
183	Metal Flat Stock	\$ 15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,000.00	\$0.00
184	Wall Panels	\$ 4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,500.00	\$0.00
185	Fabricate Copping	\$ 3,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,200.00	\$0.00

Argio Roofing & Construction, LLC **BISD CSP #19-134 Multi-Campus Roof Replacement Phase I**

CONTINUATION SHEET

APPLICATION NO: **3**
 APPLICATION DATE: **5/15/2020**
 PERIOD TO: **5/31/2020**
 PURCHASE ORDER: **P352106**

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In tabulations below, amounts are stated to the nearest dollar.

Use column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
186	Fabricate Metal Edge	\$ 17,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,000.00	\$0.00
187	Fabricate Scuppers	\$ 3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00
188	Fabricate DownSpouts	\$ 6,781.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,781.20	\$0.00
189	Labor Install Copping	\$ 2,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,700.00	\$0.00
190	Labor Metal edge	\$ 17,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,500.00	\$0.00
191	Labor Scuppers	\$ 3,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,250.00	\$0.00
192	Labor DownSpouts	\$ 7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,500.00	\$0.00
	Total Yturria	\$ 714,250.00	\$ 41,836.80	\$ 19,065.00	\$ 306,860.00	\$ 367,761.80	\$ 346,488.20	\$ 18,388.09	
	Contingency Allowances								
193	Yturria Elementary School	\$ 80,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,000.00	\$0.00
194	El Jardin ES Unite G & Unit H	\$ 5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00
195	Russell ES - Unit I Kitchen	\$ 3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00
196	Sharp ES - Unit B & Unit G	\$ 12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	\$0.00
	TOTAL	\$ 1,060,000.00	\$ 170,553.96	\$ 103,118.22	\$ 306,860.00	\$ 580,532.18	\$ 479,467.83	\$ 29,026.61	

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Name: BISD Multi-Campus Roofing Phase 1 (El Jardin ES- Units G&H; Russell ES-Unit I; Sharp ES-Units B&G; Yturria ES Full Roof)

Job No: CSP#19-134

On receipt by the signer of this document of a check from Brownsville ISD (*maker of check*) in the sum of \$382,278.31 payable to Argio Roofing & Construction, LLC (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Brownsville ISD (*owner*) located at 1900 E. Price Rd., Brownsville, TX 78521, (*location*) to the following extent: BISD Multi-Campus Roofing Phase 1 at El Jardin ES-Units G&H; Russell ES-Unit I; Sharp ES-Units B&G; & Yturria ES Full Roof CSP#19-134 (*job description*).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Brownsville Ind. School District (*person with whom signer contracted*) as indicated in the attached statement (s) or progress payment request (s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement (s) or progress payment request(s).

Date: 5-29-2020

Company Name: Argio Roofing & Construction, LLC

By: Rogelio Escobedo

Signature: _____

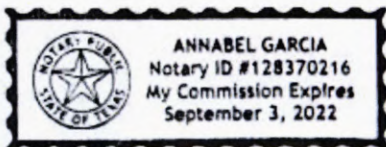
Title: President

SUBSCRIBED AND SWORN TO BEFORE ME this the 29th day of May, 2020.

NOTARY PUBLIC, in and for the State of Texas

Signature: Annabel Garcia

My Commission Expires: 09/03/2022



Argio

Roofing & Construction, L.L.C.

May 20, 2020

Armko Industries
Attn: Travis Jones
3400 N. McColl Road, Suite 38
McAllen, Texas 78501

Re: Schedule of Values Revision – May 2020 Pay Application #3
CSP# 19-134 Multi Campus Roof Replacement Phase I

Mr. Jones:

There have been some additions, deletions and modifications made to the Schedule of Values for the above referenced project. All changes were only made under the Yturria Elementary School portion of the Schedule of Values. The total scheduled value remains the same from original submission, \$714,250.00.

The previous amounts submitted did not accurately reflect the material invoices. In order to adjust the materials amounts, most of the other items had to be changed to ensure we were still within the total scheduled value of \$714,250.00 for Yturria. There were two concepts that have been deleted (Firestone Channel Venting Base and Firestone ISO 1.8) along with two concepts that have been added (Waterproofing and Wall Panels).

The following represents the revisions made on the Schedule of Values submitted with Pay Application #3:

Concept	Pay App #2 Previous Amt	Pay App #3 Revised Amt
Yturria Elementary School		
Supervision	\$ 30,132.00	\$30,000.00
Demobilization	\$ 2,604.00	\$2,500.00
Firestone Channel Venting Base	\$ 18,484.00	DELETED
Firestone BaseGuard SA	\$ 27,412.00	\$28,000.00
Firestone SBS Poly Torch Base	\$ 51,500.00	\$58,000.00
Firestone SBS Premium FR Torch	\$ 81,120.00	\$98,000.00
Firestone 1/2" Cover Board	\$ 38,828.00	\$40,000.00
Firestone Taper	\$ 21,460.00	\$2,000.00

Houston 3802 Palm Crest Dr. Rosharon Texas 77583 • (832) 250-9417 • O (956) 7489160 • Rescobedo@argioroofing.com
R. G. V. 29729 Norman Rd Rio Hondo Texas 78583 • (956) 748-9507 • F (956) 748.3940 • Msantana@argioroofing.com

WWW.ARGIOROOFING.COM



Argio


Roofing & Construction, L.L.C.

Firestone ISO 1.5	\$ 35,712.00	\$74,000.00
Firestone ISO 1.8	\$ 8,068.00	DELETED
Firestone ISO 2.0	\$ 9,184.00	\$4,000.00
2x6	\$ 22,948.00	\$21,000.00
2x8	\$ 2,860.00	\$2,500.00
3/4 Plywood	\$ 4,348.00	\$4,000.00
Waterproofing (ADDED)		\$9,500.00
Roof Tear Off & Disposal	\$ 41,500.00	\$40,000.00
Install Wood Blocking	\$ 8,600.00	\$11,500.00
Install Base Ply	\$ 37,500.00	\$35,500.00
Install Cap Sheet	\$ 38,500.00	\$36,500.00
Install Flashing	\$ 3,500.00	\$5,250
Metal Flat Stock	\$ 22,000.00	\$15,000.00
Wall Panels (ADDED)		\$4,500.00
Fabricate Metal Edge	\$ 17,500.00	\$17,000.00
Fabricate Scuppers	\$ 3,350.00	\$3,000.00
Fabricate Down Spouts	\$ 7,500.00	\$6,781.20
Labor Install Copping	\$ 3,000.00	\$2,700.00
Labor Metal edge	\$ 20,250.00	\$17,500.00
Labor Scuppers	\$ 3,700.00	\$3,250.00
Labor Down Spouts	\$ 10,341.20	\$7,500.00

Should you require any additional information please let us know.

If you have any questions, please contact our office at 956/748-9507.

Regards,



Rogerio Escobedo
Argio Roofing & Construction, LLC

Houston 3802 Palm Crest Dr. Rosharon Texas 77583 • (832) 250-9417 • O (956) 7489160 • Rescobedo@argioroofing.com
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Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: Payment to Contractor X Action
Victoria Air Conditioning, LTD Information
Rivera ECHS – HVAC & LED Lighting Upgrade Discussion

BACKGROUND:

<u>Victoria Air Conditioning, LTD</u>	<u>Rivera ECHS - HVAC & LED Ligthing Upgrade</u>	Payment #3
	Original Contract Fee Amount:	\$3,434,900.00
	Net Change by Change Orders	\$0.00
	Contract Sum to Date:	\$3,434,900.00
	Total Completed & Stored to Date:	\$740,781.77
	Retainage:	
	<u>5% Retainage of Complete Work:</u>	\$37,039.12
	<u>5% Retainage on Stored Materials:</u>	\$0.00
	Total Retainage:	\$37,039.12
	Total Earned Less Retainage:	\$703,742.65
	Less Previous Certificates of Payment:	\$133,572.13
	Current Payment Due:	\$570,170.52
	Balance to Finish Plus Retainage:	\$2,731,157.35

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: \$570,170.52

RECOMMENDATION:

Recommend approval of Payment #3 for \$570,170.52 as partial payment to Victoria Air Conditioning, LTD, for Construction Services work completed on the Rivera ECHS – HVAC & LED Lighting Upgrade project to be paid from Maintenance Tax Note Fund 189.

Fernando E Villarreal
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent *6-9-20*

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

April 30, 2020

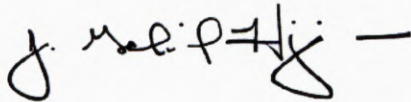
Fernando Villarreal
Brownsville ISD Facilities/Maintenance
4350 Morrison Road
Brownsville, TX 78526

Re: Brownsville ISD Rivera Early College High School
HVAC & Lighting Improvements CSP # 20-120
Payment Application #3

Dear Mr. Villarreal,

We reviewed payment application #3 dated 04/27/2020 in the amount of \$570,170.52, and we take no exceptions.

Best Regards,



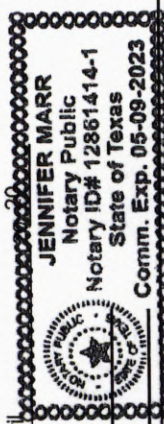
J. Gabriel Hinojosa, PE, LEED AP
Principal

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: Brownsville ISD
PROJECT: Rivera ECHS HVAC and Lighting Upgrade - Brownsville ISD PO# P355823
APPLICATION NO: 0003
PERIOD FROM: 4/1/2020
PERIOD TO: 4/30/2020
ARCHITECT: SIGMA Engineers, PLLC
 701 S. 15th Street
 McAllen, Texas 78501
OWNER: ARCHITECT
CONTRACTOR:

SUBMITTED FROM: Victoria Air Conditioning, LTD.
 P.O. Box 3882
 200 S Ben Jordan
 Victoria, Texas 77901
ARCHITECT: SIGMA Engineers, PLLC
 701 S. 15th Street
 McAllen, Texas 78501
CONTRACT DATE: 12/6/19
APPLICATION DATE: 4/27/2020
INVOICE NO.:

CONTRACT FOR: Victoria Air Conditioning, LTD.
By: Rebecca Doebbler Date: 4/27/2020
State of: Texas
County of: Victoria

Subscribed and sworn to before me this 27 day of April
NOTARY PUBLIC: Jennifer Marr
Signed: Jennifer Marr
My Commission Expires: 5/9/23


ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Construction Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 570,170.52

(Attach explanation if amount certified differs from the amount applied for. initial all figures on this application and on the Continuation Sheets that changed to conform to the amount certified.)

ARCHITECT: SIGMA Engineers, PLLC

By: J. M. P. H. J. Date: 5/1/2020

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

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

ORIGINAL CONTRACT SUM.....	\$	3,434,900.00
NET CHANGE BY CHANGE ORDERS	\$	0.00
CONTRACT SUM TO DATE	\$	3,434,900.00
TOTAL COMPLETED AND STORED TO DATE	\$	740,781.77
RETAINAGE:		
5.00% OF COMPLETED WORK \$	37,039.12	
0.00% OF STORED MATERIAL \$	0.00	
TOTAL RETAINAGE	\$	37,039.12
TOTAL EARNED LESS RETAINAGE	\$	703,742.65
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	\$	0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	133,572.13
CURRENT PAYMENT DUE	\$	570,170.52
BALANCE TO FINISH INCLUDING RETAINAGE	\$	2,731,157.35

(See Attached Pages for Original Contract and Change Order Breakdown.)

ORIGINAL CONTRACT PAGE 1

FROM: 200 S. Ben Jordan
 P.O. Box 3862
 Victoria, TX 77901
 Ph. (361) 578-5241..... Fax 576-0811

APPLICATION NUMBER: 0003
 APPLICATION DATE: 4/27/2020
 PERIOD FROM: 4/1/2020
 PERIOD TO: 4/30/2020

PROJECT: Rivera ECHS HVAC and Lighting Upgrade -
 Brownsville ISD PO# P355823
 PROJECT NO: 45190

CONTRACT FOR:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E		F		G		H BALANCE TO FINISH (C-G)	I RETAINAGE
			PREVIOUS APPLICATION	WORK COMPLETED	THIS APPLICATION		TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C				
					WORK IN PLACE	STORED MATERIALS						
45190-001	Bond	35,000.00	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00	100.0%	0.00	1,750.00
45190-002	Contingency Allowance	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	100,000.00	0.00
45190-003	Project Award Mobilization	103,047.00	30,914.10	30,914.10	0.00	0.00	0.00	0.00	61,828.20	60.0%	41,218.80	3,091.41
45190-004	Onsite Mobilization	103,047.00	10,304.70	25,761.75	0.00	0.00	0.00	0.00	36,066.45	35.0%	66,980.55	1,803.33
45190-005	HVAC Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-006	DX RTU's and Energy Recovery Units - Material	688,080.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	688,080.00	0.00
45190-007	DX RTU's and Energy Recovery Units - Labor	193,795.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	193,795.00	0.00
45190-008	Alternate #2 Extended Warranty RTU's & ERU's	109,615.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	109,615.00	0.00
45190-009	Exhaust Fans - Material	46,940.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	46,940.00	0.00
45190-010	Exhaust Fans - Labor	34,810.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	34,810.00	0.00
45190-011	Bipolar Ionization Tubes - Material	38,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	38,500.00	0.00
45190-012	Bipolar Ionization Tubes - Labor	13,420.00	0.00	671.00	0.00	0.00	0.00	0.00	671.00	5.0%	12,749.00	33.55
45190-013	Air Devices - Material	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	60.00	0.00
45190-014	Air Devices - Labor	600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	600.00	0.00
45190-015	Piping	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-016	Piping - Material	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	10,000.00	0.00
45190-017	Piping - Labor	8,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	8,000.00	0.00
45190-018	Ceiling Work - Material	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	40,000.00	0.00
45190-019	Ceiling Work - Labor	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	30,000.00	0.00
45190-020	Structural Steel - Material	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	20,000.00	0.00
45190-021	Structural Steel - Labor	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	10,000.00	0.00
45190-022	Demolition - Material	12,000.00	0.00	1,200.00	0.00	0.00	0.00	0.00	1,200.00	10.0%	10,800.00	60.00

45190-023	Demolition - Labor	35,000.00	0.00	3,500.00	0.00	3,500.00	10.0%	31,500.00	175.00
45190-024	Start Up & Verification	6,000.00	0.00	0.00	0.00	0.00	0.0%	6,000.00	0.00
45190-025	O&Ms	500.00	0.00	0.00	0.00	0.00	0.0%	500.00	0.00
45190-026	Demobilization	500.00	0.00	0.00	0.00	0.00	0.0%	500.00	0.00
45190-027	Insulation Sub	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-028	Pipe - Material	4,620.00	0.00	0.00	0.00	0.00	0.0%	4,620.00	0.00
45190-029	Pipe - Labor	4,860.00	0.00	0.00	0.00	0.00	0.0%	4,860.00	0.00
45190-030	Duct - Material	1,530.00	0.00	0.00	0.00	0.00	0.0%	1,530.00	0.00
45190-031	Duct - Labor	2,830.00	0.00	0.00	0.00	0.00	0.0%	2,830.00	0.00
45190-032	Controls Sub	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-033	Approved Submittals	9,699.00	4,849.50	0.00	0.00	4,849.50	50.0%	4,849.50	242.48
45190-034	Equipment to Site	48,495.00	0.00	43,645.50	0.00	43,645.50	90.0%	4,849.50	2,182.28
45190-035	Installation of Hardware	67,893.00	10,183.95	10,183.95	0.00	20,367.90	30.0%	47,525.10	1,018.40
45190-036	Software & System Programming	38,796.00	0.00	3,879.60	0.00	3,879.60	10.0%	34,916.40	193.98
45190-037	System Verification & Close Out	29,097.00	0.00	0.00	0.00	0.00	0.0%	29,097.00	0.00
45190-038	Electrical Sub	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-039	Permit	5,500.00	5,500.00	0.00	0.00	5,500.00	100.0%	0.00	275.00
45190-040	Submittals	3,850.00	3,850.00	0.00	0.00	3,850.00	100.0%	0.00	192.50
45190-041	Structured Cabling	4,117.00	0.00	0.00	0.00	0.00	0.0%	4,117.00	0.00
45190-042	Fire Alarm System	13,580.00	0.00	0.00	0.00	0.00	0.0%	13,580.00	0.00
45190-043	Gear - Package	11,000.00	0.00	0.00	0.00	0.00	0.0%	11,000.00	0.00
45190-044	Lighting Package	827,156.00	0.00	430,121.12	0.00	430,121.12	52.0%	397,034.88	21,506.06
45190-045	Demolition ES - 10	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-046	Material	4,400.00	0.00	0.00	0.00	0.00	0.0%	4,400.00	0.00
45190-047	Labor	7,700.00	0.00	0.00	0.00	0.00	0.0%	7,700.00	0.00
45190-048	Demolition ED - 1.0	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-049	Material	8,800.00	1,500.00	3,428.00	0.00	4,928.00	56.0%	3,872.00	246.40
45190-050	Labor	29,700.00	3,000.00	15,711.00	0.00	18,711.00	63.0%	10,989.00	935.55
45190-051	Demolition ED - 1.1	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-052	Material	6,600.00	1,500.00	150.00	0.00	1,650.00	25.0%	4,950.00	82.50
45190-053	Labor	18,700.00	2,500.00	305.00	0.00	2,805.00	15.0%	15,895.00	140.25
45190-054	Demolition ED - 1.2	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-055	Material	2,200.00	500.00	50.00	0.00	550.00	25.0%	1,650.00	27.50

45190-056	Labor	4,950.00	500.00	44.50	0.00	544.50	11.0%	4,405.50	27.23
45190-057	Demolition ED - 1.3	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-058	Material	4,400.00	1,000.00	100.00	0.00	1,100.00	25.0%	3,300.00	55.00
45190-059	Labor	19,800.00	2,000.00	178.00	0.00	2,178.00	11.0%	17,622.00	108.90
45190-060	Demolition ED - 1.4	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-061	Material	3,300.00	500.00	61.00	0.00	561.00	17.0%	2,739.00	28.05
45190-062	Labor	11,000.00	1,000.00	100.00	0.00	1,100.00	10.0%	9,900.00	55.00
45190-063	Demolition ED - 1.5	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-064	Material	3,300.00	0.00	0.00	0.00	0.00	0.0%	3,300.00	0.00
45190-065	Labor	16,500.00	0.00	0.00	0.00	0.00	0.0%	16,500.00	0.00
45190-066	Demolition ED - 1.6	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-067	Material	2,200.00	0.00	0.00	0.00	0.00	0.0%	2,200.00	0.00
45190-068	Labor	9,900.00	0.00	0.00	0.00	0.00	0.0%	9,900.00	0.00
45190-069	Demolition ED 1.7	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-070	Material	3,300.00	0.00	0.00	0.00	0.00	0.0%	3,300.00	0.00
45190-071	Labor	13,200.00	0.00	0.00	0.00	0.00	0.0%	13,200.00	0.00
45190-072	Site ES - 1.1	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-073	Material	16,500.00	0.00	0.00	0.00	0.00	0.0%	16,500.00	0.00
45190-074	Labor	77,000.00	0.00	0.00	0.00	0.00	0.0%	77,000.00	0.00
45190-075	New E - 1.0	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-076	Material	16,500.00	7,000.00	6,200.00	0.00	13,200.00	80.0%	3,300.00	660.00
45190-077	Labor	44,000.00	5,000.00	22,720.00	0.00	27,720.00	63.0%	16,280.00	1,386.00
45190-078	New E - 1.1	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-079	Material	16,500.00	7,000.00	755.00	0.00	7,755.00	47.0%	8,745.00	387.75
45190-080	Labor	38,500.00	0.00	0.00	0.00	0.00	0.0%	38,500.00	0.00
45190-081	New E - 1.3	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-082	Material	5,500.00	1,000.00	100.00	0.00	1,100.00	20.0%	4,400.00	55.00
45190-083	Labor	13,750.00	0.00	0.00	0.00	0.00	0.0%	13,750.00	0.00
45190-084	New E - 1.3	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-085	Material	11,000.00	2,000.00	200.00	0.00	2,200.00	20.0%	8,800.00	110.00
45190-086	Labor	22,000.00	0.00	0.00	0.00	0.00	0.0%	22,000.00	0.00
45190-087	New E - 1.4	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-088	Material	11,000.00	2,000.00	200.00	0.00	2,200.00	20.0%	8,800.00	110.00
45190-089	Labor	22,000.00	0.00	0.00	0.00	0.00	0.0%	22,000.00	0.00

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45190-090	New E - 1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45190-091	Material	11,000.00	2,000.00	0.00	0.00	2,000.00	18.2%	9,000.00	100.00	0.00	0.00	0.00
45190-092	Labor	27,500.00	0.00	0.00	0.00	0.00	0.0%	27,500.00	0.00	0.00	0.00	0.00
45190-093	New E - 1.6	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.00	0.00
45190-094	Material	16,500.00	0.00	0.00	0.00	0.00	0.0%	16,500.00	0.00	0.00	0.00	0.00
45190-095	Labor	44,000.00	0.00	0.00	0.00	0.00	0.0%	44,000.00	0.00	0.00	0.00	0.00
45190-096	New E - 1.7	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.00	0.00
45190-097	Material	11,893.00	0.00	0.00	0.00	0.00	0.0%	11,893.00	0.00	0.00	0.00	0.00
45190-098	Labor	33,000.00	0.00	0.00	0.00	0.00	0.0%	33,000.00	0.00	0.00	0.00	0.00
45190-099	New E - 1.8	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.00	0.00
45190-100	Material	3,300.00	0.00	0.00	0.00	0.00	0.0%	3,300.00	0.00	0.00	0.00	0.00
45190-101	Labor	6,600.00	0.00	0.00	0.00	0.00	0.0%	6,600.00	0.00	0.00	0.00	0.00
45190-102	New E - 1.9	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.00	0.00
45190-103	Material	16,500.00	0.00	0.00	0.00	0.00	0.0%	16,500.00	0.00	0.00	0.00	0.00
45190-104	Labor	39,204.00	0.00	0.00	0.00	0.00	0.0%	39,204.00	0.00	0.00	0.00	0.00
45190-105	Roofing Sub	17,316.00	0.00	0.00	0.00	0.00	0.0%	17,316.00	0.00	0.00	0.00	0.00
45190-106	Pier Sub	31,950.00	0.00	0.00	0.00	0.00	0.0%	31,950.00	0.00	0.00	0.00	0.00
Original Contract Totals or Page 1 Total		3,434,900.00	140,602.25	600,179.52	0.00	740,781.77	21.6%	2,694,118.23	37,039.12	0.00	0.00	0.00



200 S. Ben Jordan
Victoria, Texas 77901
(361) 578-5241
Fax 576-0811

May 7, 2020

SIGMA Engineers, PLLC
701 S 15th St.
McAllen, TX 78501

ATT: Gabriel Hinojosa, PE

RE: Brownsville ISD Rivera Early College High School HVAC and Lighting Improvements – Payment Application Numbering

Ladies and Gentlemen:

Victoria Air Conditioning Ltd. (VAC) payment applications on the referenced project were found to be numbered incorrectly. This was brought to our attention by SIGMA Engineers during their review of the April pay application which was originally numbered #4. VAC revised the April application to reflect the correct application number as #3. After researching the issue VAC found that the automated system was in error. This was caused during the initial setup of the schedule of values in our system and has since been corrected.

We apologize for any inconvenience this has caused. Please do not hesitate to contact me directly with further questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to read "Ken Hasbrouck", written over a light blue grid background.

Ken Hasbrouck
Sr. Project Manager
Victoria Air Conditioning, LTD



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/2020

Item Title:	<u>Payment to Architect</u>	<u>X</u>	Action
	<u>AMTECH Solutions, Inc.</u>		<u>Information</u>
	<u>Margaret Clark Aquatic Center – Roof Design</u>		<u>Discussion</u>
	<u>Consulting Services</u>		

BACKGROUND:

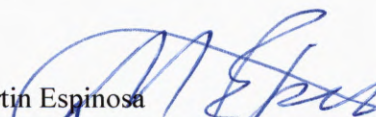
<u>AMTECH Solutions, Inc</u>	Margaret Clark Aquatic Center - Roof Design Consulting Services	Payment #4
	Original Contract Fee Amount:	\$50,000.00
	Allowable for Reimbursable Expenses:	\$0.00
	Total Contract Amount:	\$50,000.00
	Schematic Design:	\$0.00
	Design Development:	\$0.00
	Construction Documents:	\$3,750.00
	Bidding Phase:	\$2,500.00
	Contract Administration:	\$0.00
	Previously Invoiced:	\$15,000.00
	Current Payment Due:	\$6,250.00
	Balance to Finish:	\$17,500.00

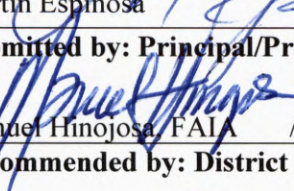
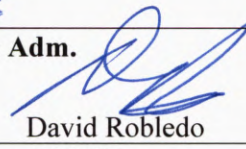
FISCAL IMPLICATIONS:


Maintenance Tax Note Fund 189: \$6,250.00

RECOMMENDATION:

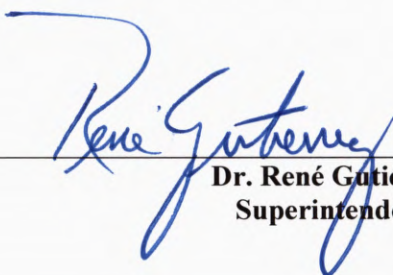
Recommend approval of Payment #4 for \$6,250.00 as partial payment to AMTECH Solutions, Inc. for Engineering Services work completed on the Aquatic Center-Roof Design Consulting Services project to be paid from Maintenance Tax Note Fund 189.


 Martin Espinosa
 Submitted by: Principal/Program Adm.

 / 
 Manuel Hinojosa, FAIA / David Robledo
 Recommended by: District Architect/CFO


 Dr. Nereida Cantu
 Approved by: Deputy Superintendent *6-9-2020*

Approved for Submission to Board of Education:


 Dr. René Gutiérrez
 Superintendent

AMTECH SOLUTIONS, INC.
 13601 Preston Rd, Suite W-1030
 Dallas, TX 75240
 972.690.6044
www.amtechsls.com

INVOICE



Brownsville ISD
 Margaret Clark Aquatic Center
 1900 E. Price Road
 Brownsville, TX 78521

April 30, 2020
 Project No: RGV.2019.001002
 Invoice No: 0002525
 Due Date: Due on Receipt

Project RGV.2019.001002 Brownsville ISD Aquatics
 Brownsville ISD Aquatics. PO: P347352
Professional Services from April 1, 2020 to April 30, 2020

Fee

Billing Phase	Fee	Percent Complete	Previous Fee Billing	Current Fee Billing
Schematic Design	7,500.00	100.00	7,500.00	0.00
Design Development	7,500.00	100.00	7,500.00	0.00
Construction Documents	15,000.00	100.00	11,250.00	3,750.00
Bidding	2,500.00	100.00	0.00	2,500.00
Contract Administration	17,500.00	0.00	0.00	0.00
Total Fee	50,000.00		26,250.00	6,250.00
Total Fee				6,250.00
Task Total				\$6,250.00
Phase Total				\$6,250.00
Total this Invoice				\$6,250.00

Outstanding Invoices

Number	Date	Balance
0002467	3/31/2020	15,000.00
Total		15,000.00

Total Now Due \$21,250.00

M. E. [Signature]
 5/20/2020

Payment Information
 Account Name: Amtech Solutions, Inc.
 Bank: Bank of America
 Electronic Payments Routing: 111000025
 Wire Transfer: 026009593
 Account #: 488060339210

Thank you for your business



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/2020

Item Title: Payment to Engineering Services X Action
Green, Rubiano & Associates Information
District Wide (6) Canopy Repair & Replacements Discussion

BACKGROUND:

<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>Green, Rubiano & Asso.</u>	District Wide (6) Canopy Repair & Replacements	Payment #4
	Original Contract Fee Amount:	\$108,000.00
	Allowable for Reimbursable Expenses	\$0.00
	Windstorm Inspection Services	\$6,000.00
	Total Contract Amount	\$114,000.00
	Schematic Design 15% Complete	\$13,880.59
	Design Development 20% Complete	\$18,507.46
	Construction Documents: 40% Complete	\$24,464.09
	Bidding: 5% Complete	\$0.00
	Construction Administration: 25% Complete	\$0.00
	Reimbursable Expenses:	\$0.00
	Less Previously Invoiced:	\$56,852.14
	Current Payment Due:	\$7,249.97
	Balance to Finish:	\$51,147.86

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: \$7,249.97

RECOMMENDATION:

Recommend approval of Payment #4 for a total of \$7,249.97 as partial payment Green, Rubiano & Associates for Structural Engineering Services work completed on the District Wide (6) Canopy Repair & Replacement Project to be paid from Maintenance Tax Note Fund 189.

Approved for Submission to Board of Education:

Martin Espinosa
Submitted by: Principal/Program Adm.

Manuel Hinojosa / FAIA / David Robledo
Recommended by: District Architect/CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
6-9-2020

René Gutiérrez
Dr. René Gutiérrez
Superintendent

GREEN, RUBIANO & ASSOCIATES

Structural Engineers
Firm Registration #: F-4145

1220 West Harrison
Harlingen, Texas 78550
(956) 428-4461
www.graengineering.com

May 29, 2020

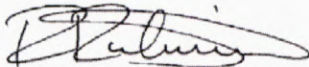
Mr. Martin Espinosa
Brownsville Independent School District
3750 Robindale Road
Brownsville, TX 78526

Re.: Purchase Order P339969 – BISD District Wide Canopies - Engineering Services Invoice

Dear Mr. Espinosa:

Attached please find Green, Rubiano & Associates' (GRA's) invoice number 7417 for the District Wide Canopies project. This invoice covers services rendered through May 26, 2020; prompt payment is appreciated.

Respectfully,



Rolando R. Rubiano, P.E.
Principal

MR
5/30/2020

GREEN, RUBIANO & ASSOCIATES, INC

Invoice

1220 W. Harrison Ave.
 Harlingen, TX 78550
 (956) 428-4461

Date	Invoice #
5/26/2020	7417

Bill To
Brownsville Independent School Martin Espinosa 1900 Price Road Brownsville, TX 78521 Purchase Order P312612

Project
746-33 District Wide Canopies

Dates	Description	Amount
	Structural Engineering Design & Construction Administration for the Canopy Repair & Replacement for the BISD Campuses Purchase Order P312612	
	Estimated total construction cost: \$1,542,288.00	
	Structural engineering fee at 6% of estimated total construction cost: \$92,537.28	
	-Longoria Elementary \$441,738.00 at 6%: \$26,504.28	
	-Canales Elementary \$256,542.00 at 6%: \$15,392.52	
	-Cromack Elementary \$277,794.00 at 6%: \$16,667.64	
	-Del Castillo Elementary \$118,404.00 at 6%: \$7,104.24	
	-Aiken Elementary \$326,370.00 at 6%: \$19,582.20	
	-El Jardin Elementary \$121,440.00 at 6%: \$7,286.40	
	Windstorm Inspection Services \$1,000.00/Campus: \$6,000.00	
	Schematic Design (15%) \$13,880.59 now due through 100%:	\$13,880.59
	Design Development (20%) \$18,507.46 now due through 100%:	\$18,507.46
	Construction Documents (40%) \$37,014.91 now due as follows:	
	-Longoria Elementary now due through 50% completion of CD:	\$5,300.86
	-Canales Elementary now due through 100% completion of CD:	\$6,157.01
	-Cromack Elementary now due through 100% completion of CD:	\$6,667.05
	-Del Castillo Elementary now due through 100% completion of CD:	\$2,841.70
	-Aiken Elementary now due through 100% completion of CD:	\$7,832.88
	-El Jardin Elementary now due through 100% completion of CD:	\$2,914.56
	Bidding (5%) \$4,626.86 now due through 0%:	\$0.00
	Construction Administration (20%) \$18,507.46 now due through 0%:	\$0.00
	Total now due:	\$64,102.11
	Less previously invoiced:	-\$56,852.14
	Total Now Due	\$7,249.97

MSE
 5/28/2020

Thank you for your business!



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: Payment to Contractor Action
Victoria Air Conditioning, LTD Information
Rivera ECHS – HVAC & LED Lighting Upgrade Discussion

BACKGROUND:


<u>Victoria Air Conditioning, LTD</u>	Rivera ECHS - HVAC & LED Ligthing Upgrade	Payment #4
	Original Contract Fee Amount:	\$3,434,900.00
	Net Change by Change Orders	\$0.00
	Contract Sum to Date:	\$3,434,900.00
	Total Completed & Stored to Date:	\$922,504.98
	Retainage:	
	<u>5% Retainage of Complete Work:</u>	\$46,125.28
	<u>5% Retainage on Stored Materials:</u>	\$0.00
	Total Retainage:	\$46,125.28
	Total Earned Less Retainage:	\$876,379.70
	Less Previous Certificates of Payment:	\$703,742.65
	Current Payment Due:	\$172,637.05
	Balance to Finish Plus Retainage:	\$2,558,520.30

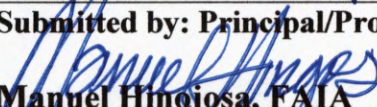
FISCAL IMPLICATIONS:

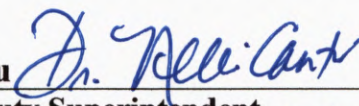
Maintenance Tax Note Fund 189: \$172,637.05

RECOMMENDATION:

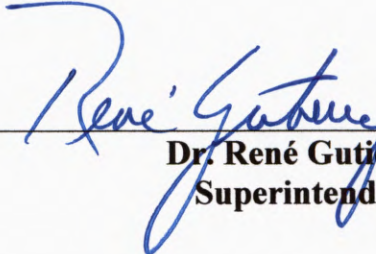
Recommend approval of Payment #4 for \$172,637.05 as partial payment to Victoria Air Conditioning, LTD, for Construction Services work completed on the Rivera ECHS – HVAC & LED Lighting Upgrade project to be paid from Maintenance Tax Note Fund 189.


Fernando E Villarreal
Submitted by: Principal/Program Adm.


Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO


Dr. Nereida Cantu
Approved by: Deputy Superintendent
6-9-2020

Approved for Submission to Board of Education:


Dr. René Gutiérrez
Superintendent

May 28, 2020

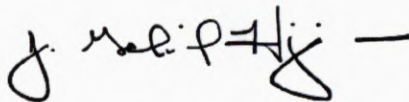
Fernando Villarreal
Brownsville ISD Facilities/Maintenance
4350 Morrison Road
Brownsville, TX 78526

Re: Brownsville ISD Rivera Early College High School
HVAC & Lighting Improvements CSP # 20-120
Payment Application #4

Dear Mr. Villarreal,

We reviewed payment application #4 dated 05/22/2020 in the amount of \$172,637.05, and we take no exceptions.

Best Regards,



J. Gabriel Hinojosa, PE, LEED AP
Principal

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: Brownsville ISD
 PROJECT: Rivera ECHS HVAC and Lighting Upgrade - Brownsville ISD PO# P355823
 APPLICATION NO: 0004
 PERIOD FROM: 5/1/2020
 PERIOD TO: 5/31/2020
 ARCHITECT: SIGMA Engineers, PLLC
 701 S. 15th Street
 McAllen, Texas 78501
 ARCHITECT: SIGMA Engineers, PLLC
 701 S. 15th Street
 McAllen, Texas 78501
 DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were payments have been received from Owner, and the current payment shown herein is now due.

CONTRACTOR: Victoria Air Conditioning, LTD.

ORIGINAL CONTRACT SUM.....	\$	3,434,900.00
NET CHANGE BY CHANGE ORDERS	\$	0.00
CONTRACT SUM TO DATE	\$	3,434,900.00
TOTAL COMPLETED AND STORED TO DATE	\$	922,504.98
RETAINAGE:		
5.00% OF COMPLETED WORK \$	46,125.28	
0.00% OF STORED MATERIAL \$	0.00	
TOTAL RETAINAGE	\$	46,125.28
TOTAL EARNED LESS RETAINAGE	\$	876,379.70
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	\$	0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	703,742.65
CURRENT PAYMENT DUE	\$	172,637.05
BALANCE TO FINISH INCLUDING RETAINAGE	\$	2,558,520.30

(See Attached Pages for Original Contract and Change Order Breakdown.)

By: Rebecca Doebbler, Rebecca Doebbler, CFO
 State of: Texas
 County of: Victoria
 Date: 5/22/2020

Subscribed and sworn to before me this 22 day of May
 NOTARY PUBLIC: Jennifer Marr
 Signed: Jennifer Marr
 My Commission Expires: 5/9/23
 JENNIFER MARR
 Notary Public
 Notary ID# 12861414-1
 State of Texas
 Comm. Exp. 05-09-2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Construction Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 172,637.05

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheets that changed to conform to the amount certified.)

ARCHITECT: SIGMA Engineers, PLLC
 By: J. M. P. Hix
 Date: 05/28/2020
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ORIGINAL CONTRACT PAGE 1

FROM: 200 S. Ben Jordan
 P.O. Box 3882
 Victoria, TX 77901
 Ph. (361) 578-5241.....Fax 576-0811

APPLICATION NUMBER: 0004
 APPLICATION DATE: 5/22/2020
 PERIOD FROM: 5/1/2020
 PERIOD TO: 5/31/2020

PROJECT: Rivera ECHS HVAC and Lighting Upgrade -
 Brownsville ISD PO# P355823
 PROJECT NO: 45190

CONTRACT FOR:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PREVIOUS APPLICATION	E WORK COMPLETED		F STORED MATERIALS	G		H BALANCE TO FINISH (C-G)	I RETAINAGE
				WORK IN PLACE	THIS APPLICATION		TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C		
45190-001	Bond	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	100.0%	0.00	1,750.00
45190-002	Contingency Allowance	100,000.00	0.00	0.00	0.00	0.00	0.00	0.0%	100,000.00	0.00
45190-003	Project Award Mobilization	103,047.00	61,828.20	20,609.40	0.00	0.00	82,437.60	80.0%	20,609.40	4,121.88
45190-004	Onsite Mobilization	103,047.00	36,066.45	36,066.45	0.00	0.00	72,132.90	70.0%	30,914.10	3,606.65
45190-005	HVAC Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-006	DX RTU's and Energy Recovery Units - Material	688,080.00	0.00	0.00	0.00	0.00	0.00	0.0%	688,080.00	0.00
45190-007	DX RTU's and Energy Recovery Units - Labor	193,795.00	0.00	0.00	0.00	0.00	0.00	0.0%	193,795.00	0.00
45190-008	Alternate #2 Extended Warranty RTU's & ERU's	109,615.00	0.00	0.00	0.00	0.00	0.00	0.0%	109,615.00	0.00
45190-009	Exhaust Fans - Material	46,940.00	0.00	0.00	0.00	0.00	0.00	0.0%	46,940.00	0.00
45190-010	Exhaust Fans - Labor	34,810.00	0.00	0.00	0.00	0.00	0.00	0.0%	34,810.00	0.00
45190-011	Bipolar Ionization Tubes - Material	38,500.00	0.00	0.00	0.00	0.00	0.00	0.0%	38,500.00	0.00
45190-012	Bipolar Ionization Tubes - Labor	13,420.00	671.00	0.00	0.00	0.00	671.00	5.0%	12,749.00	33.55
45190-013	Air Devices - Material	60.00	0.00	0.00	0.00	0.00	0.00	0.0%	60.00	0.00
45190-014	Air Devices - Labor	600.00	0.00	0.00	0.00	0.00	0.00	0.0%	600.00	0.00
45190-015	Piping	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-016	Piping - Material	10,000.00	0.00	0.00	0.00	0.00	0.00	0.0%	10,000.00	0.00
45190-017	Piping - Labor	8,000.00	0.00	0.00	0.00	0.00	0.00	0.0%	8,000.00	0.00
45190-018	Ceiling Work - Material	40,000.00	0.00	0.00	0.00	0.00	0.00	0.0%	40,000.00	0.00
45190-019	Ceiling Work - Labor	30,000.00	0.00	0.00	0.00	0.00	0.00	0.0%	30,000.00	0.00
45190-020	Structural Steel - Material	20,000.00	0.00	0.00	0.00	0.00	0.00	0.0%	20,000.00	0.00
45190-021	Structural Steel - Labor	10,000.00	0.00	0.00	0.00	0.00	0.00	0.0%	10,000.00	0.00
45190-022	Demolition - Material	12,000.00	1,200.00	1,200.00	0.00	0.00	2,400.00	20.0%	9,600.00	120.00

45190-023	Demolition - Labor	35,000.00	3,500.00	3,500.00	0.00	7,000.00	20.0%	28,000.00	350.00
45190-024	Start Up & Verification	6,000.00	0.00	0.00	0.00	0.00	0.0%	6,000.00	0.00
45190-025	O&Ms	500.00	0.00	0.00	0.00	0.00	0.0%	500.00	0.00
45190-026	Demobilization	500.00	0.00	0.00	0.00	0.00	0.0%	500.00	0.00
45190-027	Insulation Sub	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-028	Pipe - Material	4,620.00	0.00	0.00	0.00	0.00	0.0%	4,620.00	0.00
45190-029	Pipe - Labor	4,860.00	0.00	0.00	0.00	0.00	0.0%	4,860.00	0.00
45190-030	Duct - Material	1,530.00	0.00	0.00	0.00	0.00	0.0%	1,530.00	0.00
45190-031	Duct - Labor	2,830.00	0.00	0.00	0.00	0.00	0.0%	2,830.00	0.00
45190-032	Controls Sub	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-033	Approved Submittals	9,699.00	4,849.50	0.00	0.00	4,849.50	50.0%	4,849.50	242.48
45190-034	Equipment to Site	48,495.00	43,645.50	0.00	0.00	43,645.50	90.0%	4,849.50	2,182.28
45190-035	Installation of Hardware	67,893.00	20,367.90	27,157.20	0.00	47,525.10	70.0%	20,367.90	2,376.26
45190-036	Software & System Programming	38,796.00	3,879.60	3,879.60	0.00	7,759.20	20.0%	31,036.80	387.96
45190-037	System Verification & Close Out	29,097.00	0.00	0.00	0.00	0.00	0.0%	29,097.00	0.00
45190-038	Electrical Sub	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-039	Permit	5,500.00	5,500.00	0.00	0.00	5,500.00	100.0%	0.00	275.00
45190-040	Submittals	3,850.00	3,850.00	0.00	0.00	3,850.00	100.0%	0.00	192.50
45190-041	Structured Cabling	4,117.00	0.00	0.00	0.00	0.00	0.0%	4,117.00	0.00
45190-042	Fire Alarm System	13,580.00	0.00	0.00	0.00	0.00	0.0%	13,580.00	0.00
45190-043	Gear - Package	11,000.00	0.00	5,390.00	0.00	5,390.00	49.0%	5,610.00	269.50
45190-044	Lighting Package	827,156.00	430,121.12	8,271.56	0.00	438,392.68	53.0%	388,763.32	21,919.64
45190-045	Demolition ES - 10	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-046	Material	4,400.00	0.00	0.00	0.00	0.00	0.0%	4,400.00	0.00
45190-047	Labor	7,700.00	0.00	0.00	0.00	0.00	0.0%	7,700.00	0.00
45190-048	Demolition ED - 1.0	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-049	Material	8,800.00	4,928.00	3,872.00	0.00	8,800.00	100.0%	0.00	440.00
45190-050	Labor	29,700.00	18,711.00	7,722.00	0.00	26,433.00	89.0%	3,267.00	1,321.65
45190-051	Demolition ED - 1.1	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-052	Material	6,600.00	1,650.00	0.00	0.00	1,650.00	25.0%	4,950.00	82.50
45190-053	Labor	18,700.00	2,805.00	0.00	0.00	2,805.00	15.0%	15,895.00	140.25
45190-054	Demolition ED - 1.2	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-055	Material	2,200.00	550.00	0.00	0.00	550.00	25.0%	1,650.00	27.50

45190-066	Labor		4,960.00	544.50	0.00	0.00	0.00	544.50	11.0%	4,405.50	27.23
45190-067	Demolition ED - 1.3		0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-068	Material		4,400.00	1,100.00	0.00	0.00	0.00	1,100.00	25.0%	3,300.00	55.00
45190-069	Labor		19,800.00	2,178.00	0.00	0.00	0.00	2,178.00	11.0%	17,622.00	108.90
45190-060	Demoliation ED - 1.4		0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-061	Material		3,300.00	561.00	0.00	0.00	0.00	561.00	17.0%	2,739.00	28.05
45190-062	Labor		11,000.00	1,100.00	0.00	0.00	0.00	1,100.00	10.0%	9,900.00	55.00
45190-063	Demolition ED - 1.5		0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-064	Material		3,300.00	0.00	3,300.00	0.00	0.00	3,300.00	100.0%	0.00	165.00
45190-065	Labor		16,500.00	0.00	7,755.00	0.00	0.00	7,755.00	47.0%	8,745.00	387.75
45190-066	Demolition ED - 1.6		0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-067	Material		2,200.00	0.00	0.00	0.00	0.00	0.00	0.0%	2,200.00	0.00
45190-068	Labor		9,900.00	0.00	0.00	0.00	0.00	0.00	0.0%	9,900.00	0.00
45190-069	Demolition ED 1.7		0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-070	Material		3,300.00	0.00	0.00	0.00	0.00	0.00	0.0%	3,300.00	0.00
45190-071	Labor		13,200.00	0.00	0.00	0.00	0.00	0.00	0.0%	13,200.00	0.00
45190-072	Site ES - 1.1		0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-073	Material		16,500.00	0.00	0.00	0.00	0.00	0.00	0.0%	16,500.00	0.00
45190-074	Labor		77,000.00	0.00	0.00	0.00	0.00	0.00	0.0%	77,000.00	0.00
45190-075	New E - 1.0		0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-076	Material		16,500.00	13,200.00	3,300.00	0.00	0.00	16,500.00	100.0%	0.00	825.00
45190-077	Labor		44,000.00	27,720.00	11,000.00	0.00	0.00	38,720.00	88.0%	5,280.00	1,936.00
45190-078	New E - 1.1		0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-079	Material		16,500.00	7,755.00	0.00	0.00	0.00	7,755.00	47.0%	8,745.00	387.75
45190-080	Labor		38,500.00	0.00	0.00	0.00	0.00	0.00	0.0%	38,500.00	0.00
45190-081	New E - 1.3		0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-082	Material		5,500.00	1,100.00	0.00	0.00	0.00	1,100.00	20.0%	4,400.00	55.00
45190-083	Labor		13,750.00	0.00	0.00	0.00	0.00	0.00	0.0%	13,750.00	0.00
45190-084	New E - 1.3		0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-085	Material		11,000.00	2,200.00	0.00	0.00	0.00	2,200.00	20.0%	8,800.00	110.00
45190-086	Labor		22,000.00	0.00	0.00	0.00	0.00	0.00	0.0%	22,000.00	0.00
45190-087	New E - 1.4		0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-088	Material		11,000.00	2,200.00	0.00	0.00	0.00	2,200.00	20.0%	8,800.00	110.00
45190-089	Labor		22,000.00	0.00	0.00	0.00	0.00	0.00	0.0%	22,000.00	0.00

45190-090	New E - 1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45190-081	Material	11,000.00	2,000.00	200.00	0.00	2,200.00	8,800.00	20.0%	2,200.00	8,800.00	110.00	0.00
45190-092	Labor	27,500.00	0.00	0.00	0.00	0.00	27,500.00	0.0%	0.00	27,500.00	0.00	0.00
45190-093	New E - 1.6	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.00
45190-094	Material	16,500.00	0.00	16,500.00	0.00	16,500.00	16,500.00	100.0%	16,500.00	0.00	825.00	0.00
45190-095	Labor	44,000.00	0.00	22,000.00	0.00	22,000.00	22,000.00	50.0%	22,000.00	22,000.00	1,100.00	0.00
45190-096	New E - 1.7	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.00
45190-097	Material	11,893.00	0.00	0.00	0.00	0.00	11,893.00	0.0%	0.00	11,893.00	0.00	0.00
45190-098	Labor	33,000.00	0.00	0.00	0.00	0.00	33,000.00	0.0%	0.00	33,000.00	0.00	0.00
45190-099	New E - 1.8	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.00
45190-100	Material	3,300.00	0.00	0.00	0.00	0.00	3,300.00	0.0%	0.00	3,300.00	0.00	0.00
45190-101	Labor	6,600.00	0.00	0.00	0.00	0.00	6,600.00	0.0%	0.00	6,600.00	0.00	0.00
45190-102	New E - 1.9	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.00
45190-103	Material	16,500.00	0.00	0.00	0.00	0.00	16,500.00	0.0%	0.00	16,500.00	0.00	0.00
45190-104	Labor	39,204.00	0.00	0.00	0.00	0.00	39,204.00	0.0%	0.00	39,204.00	0.00	0.00
45190-105	Roofing Sub	17,316.00	0.00	0.00	0.00	0.00	17,316.00	0.0%	0.00	17,316.00	0.00	0.00
45190-106	Pier Sub	31,950.00	0.00	0.00	0.00	0.00	31,950.00	0.0%	0.00	31,950.00	0.00	0.00
Original Contract Totals of Page 1 Total		3,434,900.00	740,781.77	181,723.21	0.00	922,504.98	2,512,395.02	26.9%	922,504.98	2,512,395.02	46,125.28	0.00



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: Payment to Architectural Services X Action
Gomez Mendez Saenz Architects Information
Hanna ECHS – New Gymnasium Facility Discussion

BACKGROUND:

<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>Gomez Mendez Saenz Architects</u>	Hanna ECHS - New Gymnasium Facility	Payment #5
	Original Contract Fee Amount:	\$504,536.40
	Allowable for Reimbursable Expenses	\$19,240.29
	Total Contract Amount	\$523,776.69
	Schematic Design: 100% Complete	\$75,680.46
	Design Development: 100% Complete	\$100,907.28
	Construction Documents: 100% Complete	\$201,814.56
	Bidding: 100% Complete	\$25,226.82
	Contract Administration: 32% Complete	\$29,061.30
	Reimbursable Expenses	\$19,240.29
	Previously Invoiced:	\$451,081.47
	Current Payment Due:	\$849.24
	Balance to Finish:	\$71,845.98

FISCAL IMPLICATIONS:

Tax Rate Increase Fund 188: \$849.24

RECOMMENDATION:

Recommend approval of Payment #5 for \$849.24 as partial payment to Gomez Mendez Saenz Architects for Architectural Services work completed on the Hanna ECHS New Gymnasium Facility project to be paid from Tax Rate Increase Fund 188.

Fernando E Villarreal

Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo

Recommended by: District Architect/CFO

Dr. Nereida Cantu

Approved by: Deputy Superintendent *6-9-2020*

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent



GMS ARCHITECTS

May 29, 2020

Mr. Fernando E. Villarreal
Brownsville Independent School District
1900 E. Price Rd.
Brownsville, Texas 78520

Re: Hanna ECHS New Gymnasium Facility
GMS Project No. B0012717

Dear Mr. Villarreal:

Attached to this correspondence is GMS Architects Invoice #5. This invoice covers a portion of the total Windstorm Inspection Services provided by GRA Engineering as outlined in our B101 Standard Form of Agreement, Section 11.8.2 Reimbursable Expenses.

If you have any questions or need additional information pertaining to this Invoice please do not hesitate to contact me.

Sincerely,

DAVID A. MONREAL, AIA
PRINCIPAL

DAM:sh

1150 Paredes Line Rd,
Brownsville, TX 78521
P 956.546.0110
F 956.546.0196
www.gmsarchitects.com





GMS ARCHITECTS

INVOICE FOR ARCHITECTURAL SERVICES

Project: Brownsville ISD Hanna Early College High School New Gymnasium

Date: **May 5, 2020**

Invoice Number: 5

To: **Mr. Fernando Villarreal
Brownsville Ind. School District
1900 Price Rd.
Brownsville, Texas 78521**

In accordance with the Owner-Architect Agreement there is due at this time for architectural services on the above Project for the sum of: **Eight Hundred Forty-Nine and 24/100 - - -Dollars (\$849.24).**

INTEREST ON OVERDUE ACCOUNTS SHALL ACCRUE AT TWELVE PERCENT (12%) PER ANNUM.

Construction Cost (Base Bid plus Alt. 1 & 2): \$8,408,940.00

Fee: 6% \$504,536.40

Billing Schedule

Phase 1 - Schematic Design	15%	\$ 75,680.46
Phase 2 - Design Development	20%	100,907.28
Phase 3 - Construction Documents	40%	201,814.56
Phase 4 - Bidding/Negotiation	05%	25,226.82
Phase 5 - Construction	18%	90,816.55
Phase 6 - Closeout Phase	02%	<u>10,090.73</u>
		504,536.40

Work Completed Schedule

Phase 1	100 % Complete	\$ 75,680.46
Phase 2	100 % Complete	100,907.28
Phase 3	100 % Complete	201,814.56
Phase 4	100 % Complete	25,226.82
Phase 5	32% Construction	29,061.30
Phase 6	Closeout Phase	<u>0.00</u>
	Total Work Completed to Date	432,690.42
	Less Amount Previously Billed	<u>432,690.42</u>
		0.00
		<u>849.24*</u>
		<u>849.24</u>

Reimbursables:

Green Rubiano & Assoc. – Windstorm (Inv. No. 7345): \$420.00
 Green Rubiano & Assoc. – Windstorm (Inv. No. 7385): \$420.00
 \$840.00 x 1.1% = \$849.24*

****AMOUNT THIS INVOICE \$849.24**

Architect: Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, TX 78526

David A. Monreal, AIA

GREEN, RUBIANO & ASSOCIATES, INC

Invoice

1220 W. Harrison Ave.
 Harlingen, TX 78550
 (956) 428-4461

Date	Invoice #
3/31/2020	7385

Bill To
Gomez, Mendez, Saenz, Inc. 1150 Paredes Line Road Brownsville, TX 78521

Project
192-511 BISD Hanna HS Gym Windstorm

Dates	Description	Amount
	BISD Hanna Gym windstorm Inspection Services: \$4,200.00	
	Windstorm inspection services fee now due through 30% completion:	\$1,260.00
	Less previously invoiced:	-\$840.00
Total Now Due		\$420.00

Thank you for your business!

GREEN, RUBIANO & ASSOCIATES, INC

1220 W. Harrison Ave.
 Harlingen, TX 78550
 (956) 428-4461

Invoice

Date	Invoice #
2/29/2020	7345

Bill To
Gomez, Mendez, Saenz, Inc. 1150 Paredes Line Road Brownsville, TX 78521

Project
192-511 BISD Hanna HS Gym Windstorm

Dates	Description	Amount
	BISD Hanna Gym windstorm Inspection Services: \$4,200.00	
	Windstorm inspection services fee now due through 20% completion:	\$840.00
	Less previously invoiced:	-\$420.00
Total Now Due		\$420.00

Thank you for your business!



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: Payment to Contractor Action
American Contracting USA, Inc. Information
Multi-Campus Roof Replacement Phase II Project Discussion

BACKGROUND:


<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>American Contracting USA, Inc.</u>	Multi-Campus Roof Replacement Phase II	Payment #5
	Original Contract Fee Amount:	\$886,000.00
	Net Change by Change Orders	\$0.00
	Contract Sum to Date:	\$886,000.00
	Total Completed & Stored to Date:	\$426,039.50
	Retainage:	
	<u>5% Retainage of Complete Work:</u>	\$20,351.98
	<u>5% Retainage on Stored Materials:</u>	\$950.00
	Total Retainage:	\$21,301.98
	Total Earned Less Retainage:	\$404,737.52
	Less Previous Certificates of Payment:	\$276,991.50
	Current Payment Due:	\$127,746.02
	Balance to Finish Plus Retainage:	\$481,262.48

FISCAL IMPLICATIONS:

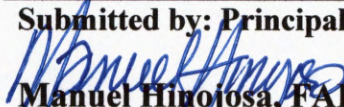
Maintenance Tax Note Fund 189: \$127,746.02

RECOMMENDATION:


Recommend approval of Payment #5 for \$127,746.02 as partial payment to American Contracting USA, Inc. for Construction Services work completed on the Multi-Campus Roof Replacement Phase II project to be paid from Maintenance Tax Note Fund 189.


Fernando E Villarreal

Submitted by: Principal/Program Adm.

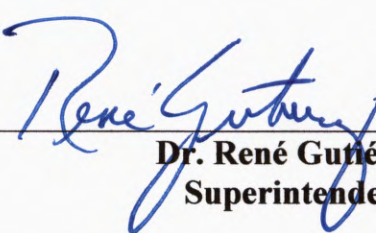

Manuel Hinojosa, FAIA /David Robledo

Recommended by: District Architect/CFO


Dr. Nereida Cantu

Approved by: Deputy Superintendent *6-9-2020*

Approved for Submission to Board of Education:


Dr. René Gutiérrez
Superintendent

Date: May 19, 2020

To: Mr. Fernando Villarreal
Project/Facilities Manager
4350 Morrison Rd.
Brownsville, TX 78526

Re: Brownsville ISD Multi-Campus
Roof Replacement Project Phase II
CSP #19-109



1320 Spinks Rd.
Flower Mound, TX 75028
888.874.1388 / Fax: 972.874.1391
www.armko.com

Mr. Villarreal;

In accordance to the Contract Documents, based on our on-site observations, we certify that to the best of our knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and we recommend the Contractor (American Contracting USA, Inc.) is entitled to payment of the amount certified on the attached Application and Certificate for Payment #5.

Should you have any questions or need further assistance please contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Dean Brown", written in a cursive style.

Dean Brown, PE
Structural Engineer
Armko Industries, Inc.

AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:
 Brownsville Independent School District
 1900 E. Price Road, Room #107
 Brownsville, TX 78521

PROJECT:
 Brownsville ISD Multi-Campus Roof Replacement Phase II

APPLICATION NO: FIVE-REV.
PERIOD TO: 05/15/2020

FROM CONTRACTOR:
 American Contracting USA, Inc.
 1606 S. Reynolds
 Rio Hondo, TX 78563

VIA ARCHITECT:
 Armko Industries, Inc.
 1320 Spinks Road
 Flower Mound, TX 75028

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

AIA Document G703™, Continuation Sheet, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 886,000.00
- 2. NET CHANGE BY CHANGE ORDERS \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 886,000.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 426,039.50
- 5. RETAINAGE:
 - a. 5 % of Completed Work
 (Columns D + E on G703) \$ 20,351.98
 - b. 5 % of Stored Material
 (Column F on G703) \$ 950.00
- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 21,301.98
- 6. TOTAL EARNED LESS RETAINAGE \$ 404,737.52
 (Line 4 minus Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 276,991.50
 (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 127,746.02
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 minus Line 6) \$ 481,262.48

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: American Contracting USA, Inc.

Date: 05-18-20

By: [Signature]
 State of: Texas

County of: Cameron

Subscribed and sworn to before me this

20th day of

May 2020

Notary Public: [Signature]
 My commission expires: April 19, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 127,746.02

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

By: [Signature]
~~ARCHITECT~~ - ENGINEER

Date: 5-19-2020

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	\$

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702™ - 1992. Copyright © 1993, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

**Brownsville ISD
Multi-Campus Roof Replacement Project
Phase II**

Schedule of Values

AIA DOCUMENT G703

(INSTRUCTIONS ON REVERSE SIDE)

Page 2 of 2 pages

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar

Use Column I on contracts where variable retainage for line items may apply.

APPLICATION NUMBER: FIVE

APPLICATION DATE:
PERIOD TO / FROM:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUES	D WORK COMPLETED FROM PREVIOUS PERIOD (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
Cummings Middle School								
1	General Conditions	\$83,250.00	\$66,600.00	\$4,162.50	\$0.00	\$70,762.50	\$12,487.50	\$3,538.13
2	Storage Container	\$700.00	\$560.00	\$35.00	\$0.00	\$595.00	\$105.00	\$29.75
3	Portable	\$500.00	\$400.00	\$25.00	\$0.00	\$425.00	\$75.00	\$21.25
4	Equipment	\$6,000.00	\$4,800.00	\$300.00	\$0.00	\$5,100.00	\$900.00	\$255.00
5	Bonds	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$200.00
6	Insurances	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$300.00
7	Mobilization	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$100.00
8	Dumpsters	\$6,500.00	\$5,850.00	\$325.00	\$0.00	\$6,175.00	\$325.00	\$308.75
9	Roofing Materials - Base sheet and plies	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	\$0.00	\$850.00
10	Roofing Materials - Cap Sheet	\$27,000.00	\$27,000.00	\$0.00	\$0.00	\$27,000.00	\$0.00	\$1,350.00
11	Roofing Materials - Misc. Adhesives, Fasteners, & Etc.	\$26,000.00	\$24,180.00	\$1,820.00	\$0.00	\$26,000.00	\$0.00	\$1,300.00
12	Roofing Labor - Base Sheet & Plies	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	\$0.00	\$375.00
13	Roofing Labor - Cap Sheet	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,500.00	\$0.00
14	Insulation Materials - Insulation	\$57,000.00	\$57,000.00	\$0.00	\$0.00	\$57,000.00	\$0.00	\$2,850.00
15	Insulation Materials - Coverboard	\$13,000.00	\$13,000.00	\$0.00	\$0.00	\$13,000.00	\$0.00	\$650.00
16	Insulation Labor - Insulation	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	\$0.00	\$375.00
17	Insulation Labor - Coverboard	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	\$0.00	\$375.00
18	Sheet Metal - Material	\$8,000.00	\$0.00	\$8,000.00	\$0.00	\$8,000.00	\$0.00	\$400.00
19	Sheet Metal - Labor (Fabrication)	\$6,000.00	\$0.00	\$4,500.00	\$0.00	\$4,500.00	\$1,500.00	\$225.00
20	Sheet Metal - Labor (Installation)	\$6,000.00	\$0.00	\$4,500.00	\$0.00	\$4,500.00	\$1,500.00	\$225.00
21	Carpentry Materials	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$200.00
22	Carpentry Labor	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$300.00
23	Demobilization	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00
24	Warranty	\$1,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,050.00	\$0.00
25	Coating	\$10,000.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	\$4,000.00	\$300.00
26	MEP	\$30,000.00	\$15,000.00	\$9,000.00	\$0.00	\$24,000.00	\$6,000.00	\$1,200.00
27	Allowance	\$62,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,000.00	\$0.00
SUBTOTAL FOR CUMMINGS MS:		\$414,000.00	\$275,890.00	\$38,667.50	\$0.00	\$314,557.50	\$98,442.50	\$15,727.88

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	WORK COMPLETED FROM PREVIOUS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
Russell Elementary								
28	General Conditions	\$23,790.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,790.00	\$0.00
29	Storage Container	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350.00	\$0.00
30	Portable	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00
31	Equipment	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00
32	Bonds	\$1,100.00	\$1,100.00	\$0.00	\$0.00	\$1,100.00	\$0.00	\$55.00
33	Insurances	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$100.00
34	Mobilization	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00
35	Dumpsters	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00
36	Roofing Materials - Base sheet and plies	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00
37	Roofing Materials - Cap Sheet	\$8,000.00	\$1,680.00	\$0.00	\$0.00	\$1,680.00	\$6,320.00	\$84.00
38	Roofing Materials - Misc. Adhesives, Fasteners, & Etc.	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00	\$0.00
39	Roofing Labor - Base Sheet & Piles	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00
40	Roofing Labor - Cap Sheet	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00
41	Insulation Materials - Insulation	\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,000.00	\$0.00
42	Insulation Materials - Coverboard	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$0.00
43	Insulation Labor - Insulation	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00
44	Insulation Labor - Coverboard	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00
45	Sheet Metal - Material	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$0.00
46	Sheet Metal - Labor (Fabrication)	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00
47	Sheet Metal - Labor (Installation)	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00
48	Carpentry Materials	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00
49	Carpentry Labor	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,200.00	\$0.00
50	Demobilization	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00
51	Warranty	\$310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$310.00	\$0.00
52	Allowance	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$0.00
	SUBTOTAL FOR RUSSELL ELEMENTARY:	\$114,000.00	\$4,780.00	\$0.00	\$0.00	\$4,780.00	\$109,220.00	\$239.00

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	WORK COMPLETED FROM PREVIOUS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
Sharp Elementary									
53	General Conditions	\$12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$12,500.00	\$0.00
54	Storage Container	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$350.00	\$0.00
55	Portable	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$250.00	\$0.00
56	Equipment	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,000.00	\$0.00
57	Bonds	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	100%	\$0.00	\$30.00
58	Insurances	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$100.00
59	Mobilization	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$800.00	\$0.00
60	Dumpsters	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	\$0.00
61	Roofing Materials - Base sheet and plies	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,000.00	\$0.00
62	Roofing Materials - Cap Sheet	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,000.00	\$0.00
63	Roofing Materials - Misc. Adhesives, Fasteners, & Etc.	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,000.00	\$0.00
64	Roofing Labor - Base Sheet & Piles	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	\$0.00
65	Roofing Labor - Cap Sheet	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	\$0.00
66	Insulation Materials - Insulation	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,500.00	\$0.00
67	Insulation Materials - Coverboard	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00	\$0.00
68	Insulation Labor - Insulation	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	\$0.00
69	Insulation Labor - Coverboard	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,500.00	\$0.00
70	Sheet Metal - Material	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00	\$0.00
71	Sheet Metal - Labor (Fabrication)	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,750.00	\$0.00
72	Sheet Metal - Labor (Installation)	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,750.00	\$0.00
73	Carpentry Materials	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,000.00	\$0.00
74	Carpentry Labor	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,000.00	\$0.00
75	Demobilization	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$800.00	\$0.00
76	Warranty	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$200.00	\$0.00
77	MEP	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,000.00	\$0.00
78	Allowance	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,000.00	\$0.00
	SUBTOTAL FOR SHARP ELEMENTARY:	\$80,000.00	\$2,600.00	\$0.00	\$0.00	\$2,600.00	3%	\$77,400.00	\$130.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUES	D WORK COMPLETED FROM PREVIOUS PERIOD (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D+E+F)	(G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
El Jardin Elementary									
79	General Conditions	\$56,420.00	\$0.00	\$5,642.00	\$0.00	\$5,642.00	10%	\$50,778.00	\$282.10
80	Storage Container	\$700.00	\$0.00	\$70.00	\$0.00	\$70.00	10%	\$630.00	\$3.50
81	Portable	\$500.00	\$0.00	\$50.00	\$0.00	\$50.00	10%	\$450.00	\$2.50
82	Equipment	\$6,000.00	\$0.00	\$600.00	\$0.00	\$600.00	10%	\$5,400.00	\$30.00
83	Bonds	\$3,300.00	\$3,300.00	\$0.00	\$0.00	\$3,300.00	100%	\$0.00	\$165.00
84	Insurances	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$250.00
85	Mobilization	\$1,800.00	\$0.00	\$1,800.00	\$0.00	\$1,800.00	100%	\$0.00	\$90.00
86	Dumpsters	\$7,000.00	\$0.00	\$700.00	\$0.00	\$700.00	10%	\$6,300.00	\$35.00
87	Roofing Materials - Base sheet and plies	\$15,000.00	\$0.00	\$10,350.00	\$0.00	\$10,350.00	69%	\$4,650.00	\$517.50
88	Roofing Materials - Cap Sheet	\$25,000.00	\$0.00	\$0.00	\$19,000.00	\$19,000.00	76%	\$6,000.00	\$950.00
89	Roofing Materials - Misc. Adhesives, Fasteners, & Etc.	\$27,000.00	\$0.00	\$10,530.00	\$0.00	\$10,530.00	39%	\$16,470.00	\$526.50
90	Roofing Labor - Base Sheet & Piles	\$7,000.00	\$0.00	\$700.00	\$0.00	\$700.00	10%	\$6,300.00	\$35.00
91	Roofing Labor - Cap Sheet	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,000.00	\$0.00
92	Insulation Materials - Insulation	\$44,000.00	\$0.00	\$36,080.00	\$0.00	\$36,080.00	82%	\$7,920.00	\$1,804.00
93	Insulation Materials - Coverboard	\$12,000.00	\$0.00	\$8,880.00	\$0.00	\$8,880.00	74%	\$3,120.00	\$444.00
94	Insulation Labor - Insulation	\$7,000.00	\$0.00	\$700.00	\$0.00	\$700.00	10%	\$6,300.00	\$35.00
95	Insulation Labor - Coverboard	\$7,000.00	\$0.00	\$700.00	\$0.00	\$700.00	10%	\$6,300.00	\$35.00
96	Sheet Metal - Material	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,000.00	\$0.00
97	Sheet Metal - Labor (Fabrication)	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,500.00	\$0.00
98	Sheet Metal - Labor (Installation)	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,500.00	\$0.00
99	Carpentry Materials	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,500.00	\$0.00
100	Carpentry Labor	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,000.00	\$0.00
101	Demobilization	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,800.00	\$0.00
102	Warranty	\$980.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$980.00	\$0.00
103	Coating	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$12,000.00	\$0.00
104	Allowance	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,000.00	\$0.00
	SUBTOTAL FOR EL JARDIN ELEMENTARY:	\$278,000.00	\$8,300.00	\$76,802.00	\$19,000.00	\$104,102.00	37%	\$173,898.00	\$5,205.10
	GRAND TOTAL:	\$886,000.00	\$291,570.00	\$115,469.50	\$19,000.00	\$426,039.50	48%	\$459,960.50	\$21,301.98

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Brownsville ISD Multi-Campus Roof Replacement Phase II

Job No. _____

On receipt by the signer of this document of a check from Brownsville ISD (maker of check) in the sum of \$ 127,746.02 payable to American Contracting USA, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Brownsville ISD (owner) located at Brownsville, Texas (location) to the following extent: BISD Multi-Campus Roof Replacement Phase II (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to American Contracting USA, Inc. (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 06-01-20

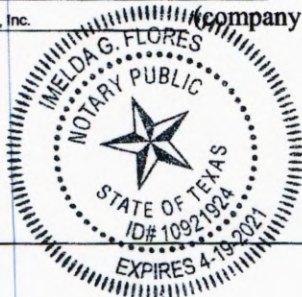
American Contracting USA, Inc. (Company name)

By Leticia Barcenas (Signature)

President (Title)

STATE OF TEXAS §
 §
COUNTY OF Cameron §

This instrument was acknowledged before me on this 1st day of June, 2020, by Leticia Barcenas (name), President (job title) of American Contracting USA, Inc. (company name).



Imelda G. Flores
NOTARY PUBLIC, STATE OF TEXAS



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: Payment to Contractor X Action
Victoria Air Conditioning, LTD Information
Rivera ECHS – HVAC & LED Lighting Upgrade Discussion

BACKGROUND:

<u>Victoria Air Conditioning, LTD</u>	Rivera ECHS - HVAC & LED Ligthing Upgrade	Payment #5
	Original Contract Fee Amount:	\$3,434,900.00
	Net Change by Change Orders	\$0.00
	Contract Sum to Date:	\$3,434,900.00
	Total Completed & Stored to Date:	\$2,148,614.16
	Retainage:	
	<u>5% Retainage of Complete Work:</u>	\$107,430.75
	<u>5% Retainage on Stored Materials:</u>	\$0.00
	Total Retainage:	\$107,430.75
	Total Earned Less Retainage:	\$2,041,183.41
	Less Previous Certificates of Payment:	\$876,379.70
	Current Payment Due:	\$1,164,803.71
	Balance to Finish Plus Retainage:	\$1,393,716.59

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: \$1,164,803.71

RECOMMENDATION:

Recommend approval of Payment #5 for \$1,164,803.71 as partial payment to Victoria Air Conditioning, LTD, for Construction Services work completed on the Rivera ECHS – HVAC & LED Lighting Upgrade project to be paid from Maintenance Tax Note Fund 189.

Fernando E Villarreal
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent *6-9-2020*

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

May 28, 2020

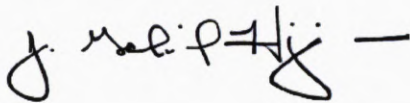
Fernando Villarreal
Brownsville ISD Facilities/Maintenance
4350 Morrison Road
Brownsville, TX 78526

Re: Brownsville ISD Rivera Early College High School
HVAC & Lighting Improvements CSP # 20-120
Payment Application #5

Dear Mr. Villarreal,

We reviewed payment application #5 dated 06/01/2020 in the amount of \$1,164,803.71, and we take no exceptions. This payment application is for the projected work to be completed in the month of June.

Best Regards,



J. Gabriel Hinojosa, PE, LEED AP
Principal

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: Brownsville ISD
PROJECT: Rivera ECHS HVAC and Lighting
 Upgrade - Brownsville ISD PO# P355623
 1900 E. Price Rd
 Brownsville, TX 78521

APPLICATION NO: 0005
PERIOD FROM: 6/1/2020
PERIOD TO: 6/30/2020
PROJECT NO: 45190

ARCHITECT: SIGMA Engineers, PLLC
 701 S. 15th Street
 McAllen, Texas 78501

OWNER: _____
ARCHITECT: _____
CONTRACTOR: _____

Distribution To:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

ORIGINAL CONTRACT SUM.....	\$	3,434,900.00
NET CHANGE BY CHANGE ORDERS	\$	0.00
CONTRACT SUM TO DATE	\$	3,434,900.00
TOTAL COMPLETED AND STORED TO DATE	\$	2,148,614.16
RETAINAGE:		
5.00% OF COMPLETED WORK \$		107,430.75
0.00% OF STORED MATERIAL \$		0.00
TOTAL RETAINAGE	\$	107,430.75
TOTAL EARNED LESS RETAINAGE	\$	2,041,183.41
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	\$	0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	876,379.70
CURRENT PAYMENT DUE	\$	1,164,803.71
BALANCE TO FINISH INCLUDING RETAINAGE	\$	1,393,716.59

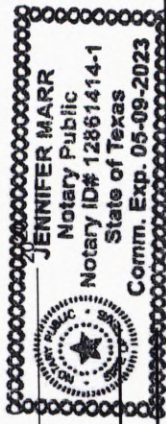
(See Attached Pages for Original Contract and Change Order Breakdown.)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were payments have been received from Owner, and the current payment shown herein is now due.

CONTRACTOR: Victoria Air Conditioning, LTD.

By: Rebecca Doebbler Date: 5/26/2020
 Rebecca Doebbler, CFO

State of: Texas
 County of: Victoria
 Subscribed and sworn to before me this 26 day of May



NOTARY PUBLIC:
 Signed: Jennifer Marr
 My Commission Expires: 5/9/23

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Construction Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,164,803.71

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheets that changed to conform to the amount certified.)

ARCHITECT: SIGMA Engineers, PLLC

By: J. M. P. F. H. K. Date: 05/28/2020

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

ORIGINAL CONTRACT PAGE 1

FROM: 200 S. Ben Jordan
 P.O. Box 3882
 Victoria, TX 77901
 Ph. (361) 578-5241.....Fax 576-0811

APPLICATION NUMBER: 0005
 APPLICATION DATE: 6/1/2020
 PERIOD FROM: 6/1/2020
 PERIOD TO: 6/30/2020

PROJECT: Rivera ECHS HVAC and Lighting Upgrade -
 Brownsville ISD PO# P355823
 PROJECT NO: 45190

CONTRACT FOR:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E		F		G		H BALANCE TO FINISH (C-G)	I RETAINAGE
			PREVIOUS APPLICATION	WORK COMPLETED	THIS APPLICATION		TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C				
					WORK IN PLACE	STORED MATERIALS						
45190-001	Bond	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	100.0%	0.00	1,750.00		
45190-002	Contingency Allowance	100,000.00	0.00	0.00	0.00	0.00	0.00	0.0%	100,000.00	0.00		
45190-003	Project Award Mobilization	103,047.00	82,437.60	20,609.40	0.00	0.00	103,047.00	100.0%	0.00	5,152.35		
45190-004	Onsite Mobilization	103,047.00	72,132.90	30,914.10	0.00	0.00	103,047.00	100.0%	0.00	5,152.36		
45190-005	HVAC Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00		
45190-006	DX RTU's and Energy Recovery Units - Material	688,080.00	0.00	536,702.40	0.00	0.00	536,702.40	78.0%	151,377.60	26,835.12		
45190-007	DX RTU's and Energy Recovery Units - Labor	193,795.00	0.00	151,160.10	0.00	0.00	151,160.10	78.0%	42,634.90	7,558.01		
45190-008	Alternate #2 Extended Warranty RTU's & ERU's	109,615.00	0.00	0.00	0.00	0.00	0.00	0.0%	109,615.00	0.00		
45190-009	Exhaust Fans - Material	46,940.00	0.00	46,940.00	0.00	0.00	46,940.00	100.0%	0.00	2,347.00		
45190-010	Exhaust Fans - Labor	34,810.00	0.00	17,405.00	0.00	0.00	17,405.00	50.0%	17,405.00	870.25		
45190-011	Bipolar Ionization Tubes - Material	38,500.00	0.00	38,500.00	0.00	0.00	38,500.00	100.0%	0.00	1,925.00		
45190-012	Bipolar Ionization Tubes - Labor	13,420.00	671.00	2,684.00	0.00	0.00	3,355.00	25.0%	10,065.00	167.75		
45190-013	Air Devices - Material	60.00	0.00	60.00	0.00	0.00	60.00	100.0%	0.00	3.00		
45190-014	Air Devices - Labor	600.00	0.00	600.00	0.00	0.00	600.00	100.0%	0.00	30.00		
45190-015	Piping	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00		
45190-016	Piping - Material	10,000.00	0.00	8,000.00	0.00	0.00	8,000.00	80.0%	2,000.00	400.00		
45190-017	Piping - Labor	8,000.00	0.00	1,600.00	0.00	0.00	1,600.00	20.0%	6,400.00	80.00		
45190-018	Ceiling Work - Material	40,000.00	0.00	12,000.00	0.00	0.00	12,000.00	30.0%	28,000.00	600.00		
45190-019	Ceiling Work - Labor	30,000.00	0.00	6,000.00	0.00	0.00	6,000.00	20.0%	24,000.00	300.00		
45190-020	Structural Steel - Material	20,000.00	0.00	16,000.00	0.00	0.00	16,000.00	80.0%	4,000.00	800.00		
45190-021	Structural Steel - Labor	10,000.00	0.00	5,000.00	0.00	0.00	5,000.00	50.0%	5,000.00	250.00		
45190-022	Demolition - Material	12,000.00	2,400.00	7,200.00	0.00	0.00	9,600.00	80.0%	2,400.00	480.00		

45190-023	Demolition - Labor	35,000.00	7,000.00	19,250.00	0.00	26,250.00	75.0%	8,750.00	1,312.50
45190-024	Start Up & Verification	6,000.00	0.00	0.00	0.00	0.00	0.0%	6,000.00	0.00
45190-025	O&Ms	500.00	0.00	0.00	0.00	0.00	0.0%	500.00	0.00
45190-026	Demobilization	500.00	0.00	0.00	0.00	0.00	0.0%	500.00	0.00
45190-027	Insulation Sub	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-028	Pipe - Material	4,620.00	0.00	0.00	0.00	0.00	0.0%	4,620.00	0.00
45190-029	Pipe - Labor	4,860.00	0.00	0.00	0.00	0.00	0.0%	4,860.00	0.00
45190-030	Duct - Material	1,530.00	0.00	0.00	0.00	0.00	0.0%	1,530.00	0.00
45190-031	Duct - Labor	2,830.00	0.00	0.00	0.00	0.00	0.0%	2,830.00	0.00
45190-032	Controls Sub	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-033	Approved Submittals	9,699.00	4,849.50	0.00	0.00	4,849.50	50.0%	4,849.50	242.48
45190-034	Equipment to Site	48,495.00	43,645.50	4,849.50	0.00	48,495.00	100.0%	0.00	2,424.76
45190-035	Installation of Hardware	67,893.00	47,525.10	13,578.60	0.00	61,103.70	90.0%	6,789.30	3,055.19
45190-036	Software & System Programming	38,796.00	7,759.20	7,759.20	0.00	15,518.40	40.0%	23,277.60	775.92
45190-037	System Verification & Close Out	29,097.00	0.00	0.00	0.00	0.00	0.0%	29,097.00	0.00
45190-038	Electrical Sub	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-039	Permit	5,500.00	5,500.00	0.00	0.00	5,500.00	100.0%	0.00	275.00
45190-040	Submittals	3,850.00	3,850.00	0.00	0.00	3,850.00	100.0%	0.00	192.50
45190-041	Structured Cabling	4,117.00	0.00	0.00	0.00	0.00	0.0%	4,117.00	0.00
45190-042	Fire Alarm System	13,580.00	0.00	0.00	0.00	0.00	0.0%	13,580.00	0.00
45190-043	Gear - Package	11,000.00	5,390.00	1,870.00	0.00	7,260.00	66.0%	3,740.00	363.00
45190-044	Lighting Package	827,156.00	438,392.68	190,245.88	0.00	628,638.56	76.0%	198,517.44	31,431.93
45190-045	Demolition ES - 10	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-046	Material	4,400.00	0.00	0.00	0.00	0.00	0.0%	4,400.00	0.00
45190-047	Labor	7,700.00	0.00	0.00	0.00	0.00	0.0%	7,700.00	0.00
45190-048	Demolition ED - 1.0	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-049	Material	8,800.00	8,800.00	0.00	0.00	8,800.00	100.0%	0.00	440.00
45190-050	Labor	29,700.00	26,433.00	2,079.00	0.00	28,512.00	96.0%	1,188.00	1,425.60
45190-051	Demolition ED - 1.1	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-052	Material	6,600.00	1,650.00	2,508.00	0.00	4,158.00	63.0%	2,442.00	207.90
45190-053	Labor	18,700.00	2,805.00	7,854.00	0.00	10,659.00	57.0%	8,041.00	532.95
45190-054	Demolition ED - 1.2	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-055	Material	2,200.00	550.00	0.00	0.00	550.00	25.0%	1,650.00	27.50

45190-056	Labor		4,950.00	544.50	0.00	0.00	544.50	11.0%	4,405.50	27.23
45190-057	Demolition ED - 1.3		0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-058	Material		4,400.00	1,100.00	0.00	0.00	1,100.00	25.0%	3,300.00	55.00
45190-059	Labor		19,800.00	2,178.00	0.00	0.00	2,178.00	11.0%	17,622.00	108.90
45190-060	Demolition ED - 1.4		0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-061	Material		3,300.00	561.00	0.00	0.00	561.00	17.0%	2,739.00	28.06
45190-062	Labor		11,000.00	1,100.00	0.00	0.00	1,100.00	10.0%	9,900.00	55.00
45190-063	Demolition ED - 1.5		0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-064	Material		3,300.00	3,300.00	0.00	0.00	3,300.00	100.0%	0.00	165.00
45190-065	Labor		16,500.00	7,755.00	8,745.00	0.00	16,500.00	100.0%	0.00	825.00
45190-066	Demolition ED - 1.6		0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-067	Material		2,200.00	0.00	0.00	0.00	0.00	0.0%	2,200.00	0.00
45190-068	Labor		9,900.00	0.00	0.00	0.00	0.00	0.0%	9,900.00	0.00
45190-069	Demolition ED 1.7		0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-070	Material		3,300.00	0.00	0.00	0.00	0.00	0.0%	3,300.00	0.00
45190-071	Labor		13,200.00	0.00	0.00	0.00	0.00	0.0%	13,200.00	0.00
45190-072	Site ES - 1.1		0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-073	Material		16,500.00	0.00	0.00	0.00	0.00	0.0%	16,500.00	0.00
45190-074	Labor		77,000.00	0.00	0.00	0.00	0.00	0.0%	77,000.00	0.00
45190-075	New E - 1.0		0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-076	Material		16,500.00	16,500.00	0.00	0.00	16,500.00	100.0%	0.00	825.00
45190-077	Labor		44,000.00	38,720.00	2,200.00	0.00	40,920.00	93.0%	3,080.00	2,046.00
45190-078	New E - 1.1		0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-079	Material		16,500.00	7,755.00	4,290.00	0.00	12,045.00	73.0%	4,455.00	602.25
45190-080	Labor		38,500.00	0.00	16,555.00	0.00	16,555.00	43.0%	21,945.00	827.75
45190-081	New E - 1.3		0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-082	Material		5,500.00	1,100.00	0.00	0.00	1,100.00	20.0%	4,400.00	55.00
45190-083	Labor		13,750.00	0.00	0.00	0.00	0.00	0.0%	13,750.00	0.00
45190-084	New E - 1.3		0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-085	Material		11,000.00	2,200.00	0.00	0.00	2,200.00	20.0%	8,800.00	110.00
45190-086	Labor		22,000.00	0.00	0.00	0.00	0.00	0.0%	22,000.00	0.00
45190-087	New E - 1.4		0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-088	Material		11,000.00	2,200.00	0.00	0.00	2,200.00	20.0%	8,800.00	110.00
45190-089	Labor		22,000.00	0.00	0.00	0.00	0.00	0.0%	22,000.00	0.00

45190-090	New E - 1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45190-091	Material	11,000.00	2,200.00	0.00	0.00	0.00	2,200.00	0.00	0.00	8,800.00	0.00	0.00	110.00
45190-092	Labor	27,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,500.00	0.00	0.00	0.00
45190-093	New E - 1.6	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45190-094	Material	16,500.00	16,500.00	0.00	0.00	0.00	16,500.00	0.00	0.00	0.00	0.00	0.00	825.00
45190-095	Labor	44,000.00	22,000.00	11,000.00	0.00	0.00	33,000.00	0.00	0.00	11,000.00	0.00	0.00	1,650.00
45190-096	New E - 1.7	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45190-097	Material	11,893.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,893.00	0.00	0.00	0.00
45190-098	Labor	33,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33,000.00	0.00	0.00	0.00
45190-099	New E - 1.8	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45190-100	Material	3,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,300.00	0.00	0.00	0.00
45190-101	Labor	6,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,600.00	0.00	0.00	0.00
45190-102	New E - 1.9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45190-103	Material	16,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,500.00	0.00	0.00	0.00
45190-104	Labor	39,204.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,204.00	0.00	0.00	0.00
45190-105	Roofing Sub	17,316.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,316.00	0.00	0.00	0.00
45190-106	Pier Sub	31,950.00	0.00	31,950.00	0.00	0.00	31,950.00	0.00	0.00	0.00	0.00	0.00	1,597.50
Original Contract Totals of Page 1 Total		3,434,900.00	922,504.98	1,226,109.18	0.00	0.00	2,148,614.16	62.6%	1,286,285.84	107,430.75			



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/2020

Item Title: Payment to Engineering Services X Action
Green, Rubiano & Associates Information
BISD Food Nutrition Services Building Roof Repairs Discussion

BACKGROUND:

<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>Green, Rubiano & Asso.</u>	BISD Food Nutrition Services Building Roof Repair	Payment #6
	Original Contract Fee Amount:	\$27,500.00
	Allowable for Reimbursable Expenses	\$2,500.00
	Total Contract Amount	\$27,500.00
	Schematic Design 15% Complete	\$3,750.00
	Design Development 20% Complete	\$5,000.00
	Construction Documents: 40% Complete	\$10,000.00
	Bidding: 5% Complete	\$1,250.00
	Construction Administration: 25% Complete	\$2,500.00
	Subtotal:	\$21,500.00
	Less Previously Invoiced:	\$21,500.00
	Current Payment Due:	\$1,000.00
	Balance to Finish:	\$5,000.00

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: \$1,000.00

RECOMMENDATION:

Recommend approval of Payment #6 for a total of \$1,000.00 as partial payment Green, Rubiano & Associates for Structural Engineering Services work completed on the BISD Food Nutrition Services Building Roof Repair Project to be paid from Maintenance Tax Note Fund 189.

Approved for Submission to Board of Education:

Martin Espinosa
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent *6-9-2020*

René Gutiérrez
Dr. René Gutiérrez
Superintendent

GREEN, RUBIANO & ASSOCIATES

Structural Engineers
Firm Registration #: F-4145

1220 West Harrison
Harlingen, Texas 78550
(956) 428-4461
www.graengineering.com

May 29, 2020

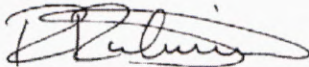
Mr. Martin Espinosa
Brownsville Independent School District
3750 Robindale Road
Brownsville, TX 78526

Re.: Purchase Order P339969 – BISD Food Nutrition Services Building Roof Repairs - Engineering Services Invoice

Dear Mr. Espinosa:

Attached please find Green, Rubiano & Associates' (GRA's) invoice number 7416 for the BISD Food Nutrition Services Building Roof Repairs project. This invoice covers services rendered through May 26, 2020; prompt payment is appreciated.

Respectfully,



Rolando R. Rubiano, P.E.
Principal

MR
5/30/2020

GREEN, RUBIANO & ASSOCIATES, INC

1220 W. Harrison Ave.
 Harlingen, TX 78550
 (956) 428-4461

Invoice

Date	Invoice #
5/26/2020	7416

Bill To
Brownsville Independent School District Martin Espinosa 1900 Price Road Brownsville, TX 78521 Purchase Order P339969

Project
746-35 BISD FNS Roof Repairs

Dates	Description	Amount
	Structural engineering fee for the BISD Food Nutrition Services Building Roof Repairs: \$25,000.00 Purchase Order No. P339969	
	Schematic Design(15%) \$3,750.00 complete thru 100%:	\$3,750.00
	Design Development(20%) \$5,000.00 complete thru 100%:	\$5,000.00
	Construction Documents(40%) \$10,000.00 complete thru 100%:	\$10,000.00
	Bidding (5%) \$1,250.00 complete thru 100%	\$1,250.00
	Construction Administration(20%) \$5,000.00 complete thru 50%:	\$2,500.00
	Subtotal:	\$22,500.00
	Less previously invoiced:	-\$21,500.00
	<i>MFE</i> <i>5/28/2020</i>	
Total Now Due		\$1,000.00

Thank you for your business!



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/2020

Item Title: Payment to Contractor X Action
Central Air & Heating Services, Inc. (CAHS, Inc.) Information
HVAC & Controls Replacement Discussion

BACKGROUND:

<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>Central Air & Heating Services</u>	<u>Margaret M. Clark Aquatic Center HVAC & Controls Replacement</u>	Payment #8
	Original Contract Fee Amount:	\$1,147,440.00
	Net Change by Change Orders	\$0.00
	Contract Sum to Date:	\$1,147,440.00
	Total Completed & Stored to Date:	\$1,070,130.00
	Retainage:	
	<u>5% Retainage of Complete Work:</u>	\$3,506.50
	<u>5% Retainage on Stored Materials:</u>	\$0.00
	Total Retainage:	\$3,506.50
	Total Earned Less Retainage:	\$35,815.00
	Less Previous Certificates of Payment:	\$1,005,223.50
	Current Payment Due:	\$11,400.00
	Balance to Finish Plus Retainage:	\$130,816.50

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: \$11,400.00

RECOMMENDATION:

Recommend approval of Payment #8 for \$11,400.00, as partial payment to Central Air & Heating Services, Inc. (CAHS, Inc.) for Construction Services work completed on the Margaret M. Clark Aquatic Center – HVAC & Controls Replacement project to be paid from Maintenance Tax Note Fund 189.

Martin Espinosa

Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA

/David Robledo

Recommended by: District Architect/CFO

Dr. Nereida Cantu

Approved by: Deputy Superintendent

6-9-2020

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent



119 W. Van Buren Ave. Ste. 101
Harlingen, TX 78550
Off: (956) 230-3435
Fax: (956) 720-0830
www.ethoseng.net

June 3, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

RE: Margaret M. Clark Aquatic Center – HVAC & Controls Replacements

In accordance with the contract documents, based on the site observations and the data, comprising the application, Ethos Engineering certifies to the Owner that to the best of our knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the contract documents, and the Contractor (Central Air & Heating Services) is entitled to payment on pay application #08 in the amount of \$11,400.00.

Respectfully submitted,

Cesar A. Gonzalez, PE
Principal
Ethos Engineering
C (956) 564.2827
O (956) 230.3435
cgonzalez@ethoseng.net

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

(Instructions on reverse side)

PROJECT:

Margaret M. Clark Aquatic Center
HVAC & Controls Replacement
2901 FM 802
Brownsville, TX 78526

APPLICATION NO: **8**
PERIOD FROM: 5/1/2020
PERIOD TO: 5/31/2020
ARCHITECT'S PROJECT NO: 10-0537

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ENGINEER
<input type="checkbox"/>	CONTRACTOR

VIA (ARCHITECT):

FROM(CONTRACTOR):
CAHS Inc. TACLA010347E
3028 Wilson Road
Harlingen Texas 78552
(956) 428-4509

Ethos Engineering
119 W. Van Buren Ave., Ste 101
Harlingen, Texas 78550
(956) 230-3435

CONTRACT FOR: **10-0537 - BISO Clark Aquatic Center HVAC & Controls Replacement**

CONTRACT DATE: **8/12/2019**

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

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by owner		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
1			
TOTALS		\$0.00	\$0.00
Net change by Change Orders		\$0.00	\$0.00

- 1. ORIGINAL CONTRACT SUM \$ 1,147,440.00
- 2. Net change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1+/-2) \$ 1,147,440.00
- 4. TOTAL COMPLETED & STORED TO DATE \$ 1,070,130.00
(Column G on G703)
- 5. RETAINAGE:
 - a. 5% of Completed Work \$ 53,506.50
(Column D+E on G703)
 - b. 5% of Stored Material \$ 0.00
(Column F on G703)

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR:

[Signature]

Date: **5-29-2020**

State of: **Texas** County of: **Cameron**

Subscribed and sworn to before me this **29** day of **May**, **2020**

Notary Public:



My Commission expires: **4-24-2023**

AMOUNT CERTIFIED \$ 11,400.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

[Signature]

By: _____ Date: **June 3, 2020**

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

[Signature] **6/17/2020**

CONTINUATION SHEET

AIA DOCUMENT G703

10-0537 - BIRD Clark Aquatic Center HVAC & Controls Replacement

APPLICATION NO.: **8**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION DATE: 5/28/2020

PERIOD DATE: 5/31/2020

CONTRACTOR PROJECT NO.: 10-0537

Use Column I on Contracts where variable retainage for line items may apply.

A #	B DESCRIPTION	C SCH. VALUES	D PREVIOUS	E THIS PERIOD	F STORED MTL	G TOTAL	% COMPLETE	H BALANCE	I RETAINAGE
1	Bond / Insurance	\$25,000.00	\$25,000.00			\$25,000.00	100%	\$0.00	\$1,250.00
2	General Conditions	\$40,000.00	\$38,000.00	\$1,000.00		\$39,000.00	98%	\$1,000.00	\$1,950.00
3	Dehumidifier Equipment								5%
	Equipment	\$620,000.00	\$620,000.00			\$620,000.00	100%	\$0.00	\$31,000.00
	Curbs	\$12,000.00	\$12,000.00			\$12,000.00	100%	\$0.00	\$600.00
	Install	\$60,000.00	\$60,000.00			\$60,000.00	100%	\$0.00	\$3,000.00
4	Mini Split Systems								
	Equipment	\$3,000.00	\$3,000.00			\$3,000.00	100%	\$0.00	\$150.00
	Installation	\$3,000.00	\$2,400.00			\$2,400.00	80%	\$600.00	\$120.00
5	Controls	\$62,540.00	\$37,830.00	\$9,000.00		\$46,830.00	75%	\$15,710.00	\$2,341.50
6	Electrical	\$47,000.00	\$47,000.00			\$47,000.00	100%	\$0.00	\$2,350.00
7	Structural	\$17,500.00	\$17,500.00			\$17,500.00	100%	\$0.00	\$875.00
8	Roofing	\$20,000.00	\$20,000.00			\$20,000.00	100%	\$0.00	\$1,000.00
9	Test Adjust & Balance	\$9,000.00	\$7,000.00	\$2,000.00		\$9,000.00	100%	\$0.00	\$450.00
10	Maintenance	\$168,400.00	\$168,400.00			\$168,400.00	100%	\$0.00	\$8,420.00
11	Allowance	\$30,000.00				\$0.00	0%	\$30,000.00	\$0.00
12	Allowance - Catwalk	\$30,000.00				\$0.00	0%	\$30,000.00	\$0.00
	TOTAL	\$1,147,440.00	\$1,058,130.00	\$12,000.00	\$0.00	\$1,070,130.00	93%	\$77,310.00	\$53,506.50



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: Payment to Contractor Action
Gerlach Builders, LLC dba WIL-CON Information
Hanna ECHS – New Gymnasium Facility Discussion

BACKGROUND:

<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>Gerlach Builders, LLC</u> <u>dba WIL-CON</u>	Hanna ECHS - New Gymnasium Facility	Payment #8
	Original Contract Fee Amount:	\$8,408,940.00
	Net Change by Change Orders	\$0.00
	Contract Sum to Date:	\$8,408,940.00
	Total Completed & Stored to Date:	\$4,495,482.49
	Retainage:	
	<u>5% Retainage of Complete Work:</u>	\$217,026.62
	<u>5% Retainage on Stored Materials:</u>	\$7,747.50
	Total Retainage:	\$224,774.12
	Total Earned Less Retainage:	\$4,270,708.37
	Less Previous Certificates of Payment:	\$3,345,628.45
	Current Payment Due:	\$925,079.91
	Balance to Finish Plus Retainage:	\$4,138,231.63

FISCAL IMPLICATIONS:

Tax Rate Increase Fund 188: \$925,079.91

RECOMMENDATION:

Recommend approval of Payment #8 for \$925,079.91 as partial payment to Gerlach Builders, LLC dba WIL-CON for Construction Services work completed on the Hanna ECHS New Gymnasium Facility project to be paid from Tax Rate Increase Fund 188.

Fernando E Villarreal
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA / David Robledo
Recommended by: District Architect/CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
6-9-2020

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent



GMS ARCHITECTS

May 29, 2020

Mr. Fernando E. Villarreal
Brownsville Independent School District
1900 E. Price Rd.
Brownsville, Texas 78520

Re: Hanna ECHS New Gymnasium Facility
GMS Project No. B0012717

Dear Mr. Villarreal:

Attached to this correspondence is Gerlach Builders Application and Certification for Payment Eight (8). This covers work completed or stored for the above referenced project thru May 12, 2020.

GMS Architects has reviewed this application for payment and finds the identified items to be acceptable to the terms of the contract. We recommend payment of the amount certified and listed in the application for payment.

If you have any questions or need additional information pertaining to this Application and Certification for Payment please do not hesitate to contact me.

Sincerely,

DAVID A. MONREAL, AIA
PRINCIPAL

DAM:sh

1150 Paredes Line Rd,
Brownsville, TX 78521
P 956.546.0110
F 956.546.0196
www.gmsarchitects.com



APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: **Brownsville ISD**
 1900 E. Price Road
 Brownsville, Texas 78521

PROJECT: **Hanna ECHS New Gym Gymnasium Facility**
 2615 E. Price Road
 Brownsville, Texas 78521

APPLICATION NO: **Eight**
 PERIOD TO: **5/12/2020**
 PROJECT NOS: **1046**

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
Gerlach Builders, LLC dba WIL-CON
 P.O. Box 4352
 McAllen, Texas 78502-4352

VIA ARCHITECT:
Gomez Mendez Saenz, Inc.
 1150 Paredes Line Road
 Brownsville, Texas 78526

CONTRACT DATE: October 9, 2019

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM \$ **8,408,940.00**
- 2. Net change by Change Orders \$
- 3. CONTRACT SUM TO DATE (Line 1+2) \$ **8,408,940.00**
- 4. TOTAL COMPLETED & STORED TO DATE \$ **4,495,482.49**
- (Column G)
- 5. RETAINAGE: \$ **217,026.62**

 - a. 5 % of Completed Work (Column D + E)
 - b. 5 % of Stored Material (Column F)

- Total Retainage (Lines 5a + 5b or Total in Column I) \$ **7,747.50**
- 6. TOTAL EARNED LESS RETAINAGE \$ **224,774.12**
- (Line 4 less Line 5 Total) \$ **4,270,708.37**
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ **3,345,628.45**
- (Line 6 from prior Certificate) \$ **925,079.91**
- 8. CURRENT PAYMENT DUE \$
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ **4,138,231.63**
- (Line 3 less line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved	\$ -	\$ -
in previous months by Owner	\$ -	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **Gerlach Builders, LLC dba WIL-CON**

By: *Ted Gerlach* Date: **5/29/2020**

State of: **TEXAS**
 County of: **HIDALGO**
 Subscribed and sworn to before me this **29th** day of **May, 2020**
 Notary Public: *A. Stevens*
 My Commission expires: **April 26, 2020**



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ **925,079.91**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet must be changed to conform to the amount certified.)

ARCHITECT: *T. Saenz* Date: **5/29/2020**

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

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Eight

APPLICATION DATE: 5/29/2020

PERIOD TO: 5/12/2020

PROJECT NO: 1046

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)	
						TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)			
Hanna ECHS New Gymnasium Facility										
13	General Conditions-11,892	154,608.00	83,244.00	11,892.00		95,136.00	61.53%	59,472.00	4,756.80	
	Insurance 3,489	70,876.00	49,934.00	3,489.00		53,423.00	75.38%	17,453.00	2,671.15	
	AGC Fee	8,200.00	8,200.00			8,200.00	100.00%	-	410.00	
	Permit	11,300.00	11,300.00			11,300.00	100.00%	-	565.00	
611	Submittal Exchange	9,000.00	9,000.00			9,000.00	100.00%	-	450.00	
	Bond	69,700.00	69,700.00			69,700.00	100.00%	-	3,485.00	
SITework										
201	Water 8" Waterline	11,620.00	11,620.00			11,620.00	100.00%	-	581.00	
	Labor	6,640.00	6,640.00			6,640.00	100.00%	-	332.00	
	Fire hydrants	9,000.00	9,000.00			9,000.00	100.00%	-	450.00	
	Labor	3,600.00	3,600.00			3,600.00	100.00%	-	180.00	
	Taps	2,000.00	2,000.00			2,000.00	100.00%	-	100.00	
	Labor	800.00	800.00			800.00	100.00%	-	40.00	
	4" Domestic	6,000.00	6,000.00			6,000.00	100.00%	-	300.00	
	Labor	2,900.00	2,900.00			2,900.00	100.00%	-	145.00	
	8" Gate Valve	6,000.00	6,000.00			6,000.00	100.00%	-	300.00	
	Labor	3,500.00	3,500.00			3,500.00	100.00%	-	175.00	
	8" Plugs	600.00	600.00			600.00	100.00%	-	30.00	
	Labor	400.00	400.00			400.00	100.00%	-	20.00	
	8" Tee	450.00	450.00			450.00	100.00%	-	22.50	
	Labor	200.00	200.00			200.00	100.00%	-	10.00	
	Sewer 8" sanitary sewerline	18,000.00	18,000.00			18,000.00	100.00%	-	900.00	
	Labor	10,000.00	10,000.00			10,000.00	100.00%	-	500.00	
	Manholes	12,800.00	12,800.00			12,800.00	100.00%	-	640.00	
	Labor	4,800.00	4,800.00			4,800.00	100.00%	-	240.00	
	Connections	1,600.00	800.00			800.00	50.00%	800.00	40.00	
	Labor	2,000.00	1,000.00			1,000.00	50.00%	1,000.00	50.00	
	C/O	1,000.00	1,000.00			1,000.00	100.00%	-	50.00	
	Labor	400.00	400.00			400.00	100.00%	-	20.00	
	6" sewerline	3,198.00	3,198.00			3,198.00	100.00%	-	159.90	
	Labor	2,214.00	2,214.00			2,214.00	100.00%	-	110.70	
	Cut and restore pavement	32,900.00		16,450.00		16,450.00	50.00%	16,450.00	822.50	
	Labor	14,000.00		7,000.00		7,000.00	50.00%	7,000.00	350.00	
	Storm 24"	9,810.00	9,810.00			9,810.00	100.00%	-	490.50	
	Labor	3,270.00	3,270.00			3,270.00	100.00%	-	163.50	
	18" Storm	15,200.00	15,200.00			15,200.00	100.00%	-	760.00	
	Labor	9,500.00	9,500.00			9,500.00	100.00%	-	475.00	
	10" Storm	960.00	960.00			960.00	100.00%	-	48.00	

CONTINUATION SHEET

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
APPLICATION NO: Eight APPLICATION DATE: 5/29/2020 PERIOD TO: 5/12/2020 PROJECT NO: 1046								
	Hanna ECHS New Gymnasium Facility							
	Labor	960.00	960.00			960.00		48.00
	8" Storm	3,520.00	3,520.00			3,520.00		176.00
	Labor	2,464.00	2,464.00			2,464.00		123.20
	Type A Inlets	3,000.00	3,000.00			3,000.00		150.00
	Labor	1,600.00	1,600.00			1,600.00		80.00
	Type C Inlet	10,800.00	10,800.00			10,800.00		540.00
	Labor	7,200.00	7,200.00			7,200.00		360.00
	Type CC Inlet	2,000.00	2,000.00			2,000.00		100.00
	Labor	800.00	800.00			800.00		40.00
	Down Drains	4,950.00	4,950.00			4,950.00		247.50
	Labor	4,400.00	4,400.00			4,400.00	3,200.00	60.00
	Headwalls	2,700.00	2,700.00			2,700.00		135.00
	Labor	2,700.00	2,700.00			2,700.00		135.00
	Retaining Pond	15,000.00	15,000.00			15,000.00		750.00
	Labor	10,000.00	10,000.00			10,000.00		500.00
204	Select Fill Materials	57,231.50	57,231.50			57,231.50		2,861.58
	Select Fill Labor	54,767.70	54,767.70			54,767.70		2,738.39
	Cut & Removal of Exist Soil	22,400.00	22,400.00			22,400.00		1,120.00
	Sidewalks	31,840.00					31,840.00	
	Labor	13,620.00					13,620.00	
	RipRap	3,170.50	1,585.25			1,585.25	1,585.25	79.26
	Labor	2,297.00	1,148.50			1,148.50	1,148.50	57.43
	Curb	1,350.00					1,350.00	
	Labor	863.00					863.00	
	Concrete Paving	68,825.30					68,825.30	
	Labor	28,262.00					28,262.00	
	Concrete Paving-Subgrade Lime	8,600.00					8,600.00	
	Labor	8,592.00					8,592.00	
	Paving Subgrade	3,990.00					3,990.00	
	Labor	2,006.00					2,006.00	
	Paving Flexbase	5,320.00					5,320.00	
	Labor	2,708.00					2,708.00	
	Paving Hotmix	6,660.00					6,660.00	
	Labor	2,656.00					2,656.00	
204	Alternate 2-Asphalt overlay (145,000.00)	91,380.00					91,380.00	
	Labor	48,624.00					48,624.00	
	Bond	3,625.00	3,625.00					181.25
	Insurance	1,371.00					1,371.00	
214	Chain link fence, Labor	9,453.00					9,453.00	

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APPLICATION DATE: 5/29/2020

PERIOD TO: 5/12/2020

PROJECT NO: 1046

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED		D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
		VALUE					TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)		
	Hanna ECHS New Gymnasium Facility									
	Chain link fence, Material	2,869.00							2,869.00	-
	Chain link Fence Gate, Labor	3,280.00							3,280.00	-
	Chain link Fence Gate, Materials	2,198.00							2,198.00	-
215	Striping & Car Stops	5,430.00							5,430.00	-
223	Landscape Materials	32,520.00							32,520.00	-
	Labor	23,500.00							23,500.00	-
	Irrigation Materials	14,817.00							14,817.00	-
	Labor	10,450.00							10,450.00	-
	Meter	3,200.00							3,200.00	-
	Sleeves	1,300.00							1,300.00	-
	Irrigation Maintenance	1,000.00							1,000.00	-
	CONCRETE									
301	Piers Labor	72,000.00		72,000.00				72,000.00	100.00%	3,600.00
	Rebar	49,402.00		49,402.00				49,402.00	100.00%	2,470.10
	Drilling	182,000.00		182,000.00				182,000.00	100.00%	9,100.00
	Accessories	7,400.00		7,400.00				7,400.00	100.00%	370.00
	Concrete	90,183.00		90,183.00				90,183.00	100.00%	4,509.15
	Pump	55,000.00		55,000.00				55,000.00	100.00%	2,750.00
	Foundation Concrete Labor	118,279.00		118,279.00				118,279.00	100.00%	5,913.95
	Reinforcing Steel	49,800.00		49,800.00				49,800.00	100.00%	2,490.00
	Concrete Accessories	28,500.00		28,500.00				28,500.00	100.00%	1,425.00
	Concrete	120,200.00		120,200.00				120,200.00	100.00%	6,010.00
	Pumps	15,000.00		15,000.00				15,000.00	100.00%	750.00
	Termite Treatment	7,100.00		7,100.00				7,100.00	100.00%	355.00
	Mezzanie Concrete Labor	3,221.00		3,221.00				3,221.00	100.00%	161.05
	Reinforcing Steel	650.00		650.00				650.00	100.00%	32.50
	Concrete Accessories	400.00		400.00				400.00	100.00%	20.00
	Concrete	2,950.00		2,950.00				2,950.00	100.00%	147.50
	Pumps	1,000.00		1,000.00				1,000.00	100.00%	50.00
	MASONRY									
401	CMU Labor	200,800.00		170,140.00	20,620.00			190,760.00	95.00%	10,040.00
	CMU Materials	321,200.00		285,690.00	35,510.00			321,200.00	100.00%	16,060.00
	Brick Labor	37,800.00		4,000.00	26,240.00			30,240.00	80.00%	7,560.00
	Brick Materials	70,200.00		18,900.00	51,300.00			70,200.00	100.00%	3,510.00
	Reinforcing Steel Labor	8,141.00		6,920.00				6,920.00	85.00%	346.00
	Reinforcing Steel Materials	30,000.00		30,000.00				30,000.00	100.00%	1,500.00
901	MEFIS Labor	48,000.00								48,000.00

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APPLICATION NO: Eight
 APPLICATION DATE: 5/29/2020
 PERIOD TO: 5/12/2020
 PROJECT NO: 1046

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
	Hanna ECHS New Gymnasium Facility							
	Materials	72,000.00	57,600.00			57,600.00	14,400.00	2,880.00
	METALS							
501	Shop Drawings	6,000.00	6,000.00			6,000.00	-	300.00
	Structural Steel	45,000.00	45,000.00			45,000.00	-	2,250.00
	Fabrication	19,555.00	19,555.00			19,555.00	-	977.75
	Erection	25,000.00	18,000.00	7,000.00		25,000.00	-	1,250.00
	Steel Joist & Decking, Material	274,876.00	274,876.00			274,876.00	-	13,743.80
	Steel Joist & Decking, Labor	90,000.00	29,700.00	60,300.00		90,000.00	-	4,500.00
	Decking Installation	75,569.00	24,938.00	50,631.00		75,569.00	-	3,778.45
	Aluminum Ladder, Material	3,500.00			3,500.00	3,500.00	-	175.00
	Aluminum Ladder, Labor	2,000.00				-	2,000.00	-
	Wall Canopy Material	3,826.44				-	3,826.44	-
	Wall Canopy Labor	3,259.56				-	3,259.56	-
	Walkway Canopy Material	12,521.58				-	12,521.58	-
	Walkway Canopy Labor	12,992.42				-	12,992.42	-
	Trellis/Shade Materials	5,227.50				-	5,227.50	-
	Trellis/Shade Labor	7,522.50				-	7,522.50	-
	WOODS & PLASTICS							
601	Roof Nailers Materials	3,060.00	3,060.00			3,060.00	-	153.00
	Roof Nailer Labor	1,880.00	940.00	940.00		1,880.00	-	94.00
	Framing for Concession Stand Area	12,760.00		12,760.00		12,760.00	-	638.00
	Labor	4,582.00		2,749.20		2,749.20	1,832.80	137.46
	Decorative Trim	6,875.00				-	6,875.00	-
	Labor	3,063.00				-	3,063.00	-
603	Architectural Woodwork material	10,000.00				-	10,000.00	-
	Architectural Woodwork labor	15,000.00				-	15,000.00	-
910	Wood Floors Materials	181,650.00				-	181,650.00	-
	Labor	55,850.00				-	55,850.00	-
606	Lumber and Nails	5,000.00				-	5,000.00	-
612	General Cleaning & Final Cleaning	8,000.00				-	8,000.00	-
	MOISTURE PROTECTION							
401	KERDI Sheet Waterproofing, Labor	20,198.80	5,050.00	13,128.80		18,178.80	2,020.00	908.94
401	KERDI Sheet Waterproofing, Material	30,298.20	27,268.38	3,029.82		30,298.20	-	1,514.91
902	Blanket Type Wall Insulation, Labor	3,198.00		639.60		639.60	2,558.40	31.98
902	Blanket Type Wall Insulation, Material	484.00				-	484.00	-
401	Masonry-Rigid Board Insulation, Labor	9,800.00	1,470.00	8,330.00		9,800.00	-	490.00

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APPLICATION DATE: 5/29/2020									
PERIOD TO: 5/12/2020									
PROJECT NO: 1046									
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
Hanna ECHS New Gymnasium Facility									
401	Masonry-Rigid Board Insulation, Material	18,200.00	18,200.00			18,200.00	100.00%	-	910.00
701	Lightweight Insulating Concrete, Labor	117,000.00				-		117,000.00	-
701	Lightweight Insulating Concrete, Material	173,000.00				-		173,000.00	-
701	SBS Roof Base Sheet, Labor	48,000.00				-		48,000.00	-
701	SBS Roof Base Sheet, Material	100,000.00				-		100,000.00	-
701	SBS Roof Cap Sheet, Labor	56,000.00				-		56,000.00	-
701	SBS Roof Cap Sheet, Material	200,000.00				-		200,000.00	-
701	SBS Roof Base Flashing, Labor	11,000.00				-		11,000.00	-
701	SBS Roof Base Flashing, Material	20,000.00				-		20,000.00	-
401	Sheet Metal Labor	42,000.00				-		42,000.00	-
401	Sheet Metal Materials	33,000.00				-		33,000.00	-
701	Masonry-Sheet Metal Flashing & Trim, Labor	9,300.00	6,510.00			6,510.00	70.00%	2,790.00	325.50
701	Masonry-Sheet Metal Flashing & Trim, Material	21,700.00	19,530.00	2,170.00		21,700.00	100.00%	-	1,085.00
DOORS & WINDOWS									
	Metal doors & frames, Labor	50.00				-		50.00	-
801	Metal doors & frames, Material	15,710.00	8,010.00			8,010.00	50.99%	7,700.00	400.50
	Wood Doors, Labor	2,020.00				-		2,020.00	-
	Wood Doors, Material	11,660.00				-		11,660.00	-
	Door Hardware, Labor	3,030.00				-		3,030.00	-
	Door Hardware, Material	49,000.00				-		49,000.00	-
811	Exterior Storefront Doors, Labor	13,280.00		8,632.00		8,632.00	65.00%	4,648.00	431.60
	Exterior Storefront Door, Material	18,720.00		12,168.00		12,168.00	65.00%	6,552.00	608.40
	Exterior Storefront Windows, Labor	20,030.00		13,019.50		13,019.50	65.00%	7,010.50	650.98
	Exterior Storefront Windows, Material	31,010.00		20,156.00		20,156.00	65.00%	10,854.00	1,007.80
	Interior Glass, Labor	2,000.00				-		2,000.00	-
	Interior Glass, Material	3,500.00				-		3,500.00	-
	Exterior Glass, Labor	10,084.00		6,554.00		6,554.00	64.99%	3,530.00	327.70
	Exterior Glass, Material	15,216.00		9,890.40		9,890.40	65.00%	5,325.60	494.52
	Door Hardware, Labor	3,500.00		2,275.00		2,275.00	65.00%	1,225.00	113.75
	Door Hardware, Material	2,000.00		1,300.00		1,300.00	65.00%	700.00	65.00
815	Rolling Counter Door	6,304.00				-		6,304.00	-
FINISHES									
902	Metal Studs Exterior Material	36,350.00	36,350.00			36,350.00	100.00%	-	1,817.50
	Labor	5,337.00	2,134.80	2,668.50		4,803.30	90.00%	533.70	240.17
	Drywall Materials	7,205.00		1,441.00		1,441.00	20.00%	5,764.00	72.05
	Labor	4,231.00		423.10		423.10	10.00%	3,807.90	21.16
	Gyp Board Ceiling Materials	8,380.00		3,352.00		3,352.00	40.00%	5,028.00	167.60

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PERIOD TO: 5/12/2020									
PROJECT NO: 1046									
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)	
Hanna ECHS New Gymnasium Facility									
	Labor	2,962.00		1,184.80		1,184.80	1,777.20	59.24	
	Acoustical Ceiling Materials	24,532.00				-	24,532.00	-	
	Labor	2,617.00				-	2,617.00	-	
	Tectum Ceilings & Wall Panels Materials	73,828.00				-	73,828.00	-	
	Labor	40,250.00				-	40,250.00	-	
	Special Ceilings Materials	41,720.00				-	41,720.00	-	
	Labor	10,136.00				-	10,136.00	-	
908	Paint Labor	53,600.00				-	53,600.00	-	
	Paint Materials	80,400.00				-	80,400.00	-	
911	Ceramic Tile Materials	46,742.00			46,742.00	46,742.00	-	2,337.10	
	Ceramic Tile Labor	18,000.00				-	18,000.00	-	
	Resilient Tile Materials	3,250.00				-	3,250.00	-	
	Resilient Tile Labor	1,875.00				-	1,875.00	-	
	Resilient base Materials	1,853.00				-	1,853.00	-	
	Resilient base labor	900.00				-	900.00	-	
	Resilient Treads Mateirals	15,710.00				-	15,710.00	-	
	Resilient Treads Labor	1,520.00				-	1,520.00	-	
917	Terrazzo	85,000.00				-	85,000.00	-	
SPECIALTIES									
1001	Fire Extinguishers	3,480.00			3,480.00	3,480.00	-	174.00	
902	Toilet Accessories Labor	1,000.00				-	1,000.00	-	
1004	Toilet Accessories Materials	11,694.00			11,694.00	11,694.00	-	584.70	
902	Toilet Partitions, Labor	3,000.00				-	3,000.00	-	
1005	Toilet Partitions, Material	37,961.00			37,961.00	37,961.00	-	1,898.05	
1008	Marker& Tackboard	1,646.00				-	1,646.00	-	
1010	Building LED Logo Material	9,200.00				-	9,200.00	-	
902	Building LED Logo Labor	4,510.00				-	4,510.00	-	
1014	Interior Sign	2,053.00				-	2,053.00	-	
1014	Plaque	1,936.00				-	1,936.00	-	
902	Metal Letters Labor	350.00				-	350.00	-	
1014	Metal Letters Materials	8,687.00				-	8,687.00	-	
1021	Scoreboard Labor	7,428.00				-	7,428.00	-	
	Scoreboard Materials	18,187.00				-	18,187.00	-	
	Alternate 1-Court Hung Scoreboard (13,940.00)-Labor	9,804.00				-	9,804.00	-	
	Scoreboard Materials	4,136.00				-	4,136.00	-	
	Tapping Table	2,615.00				-	2,615.00	-	
1025	Backstops, Labor	16,994.00				-	16,994.00	-	
	Backstops, Material	61,534.00				-	61,534.00	-	

CONTINUATION SHEET

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PERIOD TO: 5/12/2020									
PROJECT NO: 1046									
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Hanna ECHS New Gymnasium Facility									
	Gymnasium Wall Padding, Labor	12,299.00					12,299.00	-	
	Gymnasium Wall Padding, Material	20,536.00					20,536.00	-	
	Volleyball Equipment, Material	5,587.00					5,587.00	-	
1027	Bleachers, Labor	36,000.00					36,000.00	-	
	Bleachers, Material	295,866.00					295,866.00	-	
	Exterior Parking Lot Signage, Labor	312.00					312.00	-	
	Exterior Parking Lot Signage, Material	468.00					468.00	-	
	Pipe Bollards, Labor	171.00					171.00	-	
501	Pipe Bollards, Material	4,500.00					4,500.00	-	
1034	Flag Pole	3,896.00					3,896.00	-	
1403	Bike Rack	1,000.00					1,000.00	-	
EQUIPMENT									
1101	Residential Equipment	20,855.00					20,855.00	-	
1102	Washer & Dryer	14,850.00					14,850.00	-	
1031	Projection Screens-Labor	300.00					300.00	-	
	Projection Screens Materials	5,925.00	5,925.00			5,925.00		100.00%	
MECHANICAL									
1501	Plumbing Mobilization	7,500.00	7,500.00			7,500.00		100.00%	
	Rough in Underground Materials	16,000.00	16,000.00			16,000.00		100.00%	
	Labor	28,000.00	28,000.00			28,000.00		100.00%	
	Top Out Water L&V Materials	45,000.00	3,000.00	27,000.00		30,000.00	15,000.00	66.67%	
	Labor	68,400.00	7,400.00	41,000.00		48,400.00	20,000.00	70.76%	
	Roof Drain Materials	14,600.00		10,000.00		10,000.00	4,600.00	68.49%	
	Labor	19,500.00		15,000.00		15,000.00	4,500.00	76.92%	
	Insulation Materials	11,000.00		6,000.00		6,000.00	5,000.00	54.55%	
	Labor	17,000.00		10,000.00		10,000.00	7,000.00	58.82%	
	Fixtures Materials	108,000.00	15,250.00			15,250.00	92,750.00	14.12%	
	Labor	25,000.00					25,000.00		
1506	HVAC								
	Mobilization	29,922.00	29,922.00			29,922.00		100.00%	
	Project Management	4,000.00	1,500.00	500.00		2,000.00	2,000.00	50.00%	
	Submittals	6,000.00	4,000.00	1,000.00		5,000.00	1,000.00	83.33%	
	Permits - City Fees	4,000.00	4,000.00			4,000.00		100.00%	
	Equipment Rentals	10,000.00	4,000.00	3,500.00		7,500.00	2,500.00	75.00%	
	Overhead and Profit	17,000.00	6,000.00	3,000.00		9,000.00	8,000.00	52.94%	
	Project Meetings	4,000.00	2,000.00	500.00		2,500.00	1,500.00	62.50%	
	Closing Documents	2,500.00					2,500.00		
						5,925.00		100.00%	
								296.25	

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 PERIOD TO: 5/12/2020
 PROJECT NO.: 1046

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	Hanna ECHS New Gymnasium Facility							
	230519 - Meters and Gauges							
	Material	2,000.00					2,000.00	-
	Labor	500.00					500.00	-
	230523 - Valves for HVAC Piping							
	Material	2,000.00	2,000.00			2,000.00	-	100.00
	Labor	500.00					500.00	-
	230529 - Hangers and Supports for HVAC Piping & Equipment							
	Material	5,000.00	4,000.00	500.00		4,500.00	500.00	225.00
	Labor	2,000.00		1,500.00		1,500.00	500.00	75.00
	230553 - Identification for HVAC Piping and Equipment							
	Material	1,000.00					1,000.00	-
	Labor	500.00					500.00	-
	230713 - Duct Insulation							
	Material	40,000.00	19,000.00	4,500.00		23,500.00	16,500.00	1,175.00
	Labor	40,000.00					40,000.00	-
	230716 - HVAC Equipment Insulation							
	Material	8,000.00	4,000.00			4,000.00	4,000.00	200.00
	Labor	2,500.00					2,500.00	-
	230719 - HVAC Piping Insulation							
	Material	20,000.00	16,000.00			16,000.00	4,000.00	800.00
	Labor	20,000.00		2,500.00		2,500.00	17,500.00	125.00
	230800 - Commissioning of HVAC Pumps-Start-up & Commissioning (MRI)							
	Pumps-Start-up & Commissioning (MRI)	500.00					500.00	-
	VFD's - Start-up & Commissioning (PMS)	600.00					600.00	-
	Chiller - Start-Up & Commissioning (PMS)	1,200.00					1,200.00	-
	232113 / 232116 - Hydronic Piping & Specialties							
	Material - Hydronic Piping (NWS)	45,000.00	30,000.00	3,000.00		33,000.00	12,000.00	1,650.00
	Labor - Hydronic Piping	55,000.00	5,000.00	22,500.00		27,500.00	27,500.00	1,375.00
	Material & Labor - Pipe Supports	10,000.00	2,500.00	2,500.00		5,000.00	5,000.00	250.00
	Material - Hydronic Specialties (NWS)/(MRI)	5,000.00	5,000.00			5,000.00	-	250.00
	Labor - Hydronic Specialties	2,000.00					2,000.00	-
	232123 - Hydronic Pump							
	Material - Pumps (MRI)	7,502.00	7,502.00			7,502.00	-	375.10
	Labor to Install	2,000.00		2,000.00		2,000.00	-	100.00
	232513 - Water Treatment							
	Material	4,900.00					4,900.00	-
	Labor	1,000.00					1,000.00	-
	232923 - Variable Frequency Drives							
	Material - (PMS)	19,486.00	19,486.00			19,486.00	-	974.30

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		2,000.00					2,000.00	-
	233113 / 233300 - Metal Ducts & Air Duct Accessories							
	Labor	55,000.00	16,000.00		35,000.00	51,000.00	4,000.00	2,550.00
	Material - Shop Prefab Sheetmetal's	70,000.00	18,500.00	38,000.00		56,500.00	13,500.00	2,825.00
	Labor - Shop Prefab Sheetmetal's	10,000.00	5,000.00			5,000.00	5,000.00	250.00
	Material - Installation of Ducts	90,000.00		25,000.00		5,000.00	65,000.00	1,250.00
	Labor - Installation of Ducts	1,500.00	500.00	500.00		1,000.00	500.00	50.00
	Material to Protect Duct Work	4,514.00	4,514.00			4,514.00	-	225.70
	Material - Dampers (MRI)	1,100.00				-	1,100.00	-
	Labor - Dampers	7,500.00	7,500.00			7,500.00	-	375.00
	Material - Duct Heaters (MRI)	1,500.00				-	1,500.00	-
	Labor - Duct Heaters	7,885.00	2,740.00		2,645.00	5,385.00	2,500.00	269.25
	Material - Flexible Air Duct (MRI)	3,000.00				-	3,000.00	-
	Labor - Flexible Air Duct							
	233423 - HVAC Power Ventilators							
	Material (MRI)	3,830.00			3,830.00	3,830.00	-	191.50
	Labor to Install	1,500.00				-	1,500.00	-
	233713 - Diffusers, Registers and Grilles & Louvers							
	Material-Diffusers, Registers and Grilles (MRI)	17,353.00	7,255.00		10,098.00	17,353.00	-	867.65
	Labor to Install	5,000.00				-	5,000.00	-
	Material - Louvers (MRI)	9,038.00	9,038.00			9,038.00	-	451.90
	Labor to Install	2,000.00				-	2,000.00	-
	236423 - Scroll Water Chiller							
	Materials (PMS/Daikin)	139,230.00	139,230.00			139,230.00	-	6,961.50
	Labor to Install	7,000.00		5,500.00		5,500.00	1,500.00	275.00
	237313 - Air Handling Units							
	Material - (PMS/Daikin)	78,440.00	78,440.00			78,440.00	-	3,922.00
	Labor to Install	7,000.00		3,500.00		3,500.00	3,500.00	175.00
	Trane Control Credit from SMAC	(81,300.00)				-	(81,300.00)	-
1507	ALC-Controls-Mobilization							
	Engineering	8,130.00	4,065.00	4,065.00		8,130.00	-	406.50
	Materials	28,455.00				-	28,455.00	-
	Software & Graphics	6,504.00				-	6,504.00	-
	Installation	26,016.00				-	26,016.00	-
	Checkout/Startup	9,756.00				-	9,756.00	-
	Punchlist/Closeout	2,439.00				-	2,439.00	-
1508	Fire Sprinkler -Design /Submittal/Permits							
	Materials and Fabrication	3,950.00	3,950.00			3,950.00	-	197.50
	Labor	38,275.00	38,275.00			38,275.00	-	1,913.75
	Testing and closeout	38,722.00		11,616.00		11,616.00	27,106.00	580.80
		575.00				-	575.00	-

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	Hanna ECHS New Gymnasium Facility								
1510	Alternate 1- Court Hung Score board (not included in base bid)	1,450.00				-		1,450.00	-
	Test & Balance	7,225.00				-		7,225.00	-
	ELECTRICAL								
1601	Permit	1,560.00	1,560.00			1,560.00	100.00%	-	78.00
	Submittals	1,560.00	1,560.00			1,560.00	100.00%	-	78.00
	Commissioning	5,130.00				-		5,130.00	-
	Site Underground Rough in Materials	9,360.00	9,360.00			9,360.00	100.00%	-	468.00
	Labor	26,520.00	26,520.00			26,520.00	100.00%	-	1,326.00
	Inside Rough in Materials	28,080.00	13,520.00	14,560.00		28,080.00	100.00%	-	1,404.00
	Labor	58,465.00	22,381.00	18,545.00		40,926.00	70.00%	17,539.00	2,046.30
	Wiring Materials	41,810.00	5,197.00	36,613.00		41,810.00	100.00%	-	2,090.50
	Labor	18,720.00	3,120.00	5,304.00		8,424.00	45.00%	10,296.00	421.20
	Gear Materials	86,570.00	86,570.00			86,570.00	100.00%	-	4,328.50
	Labor	10,945.00	3,648.00	5,217.00		8,865.00	81.00%	2,080.00	443.25
	Lighting Materials	138,050.00	99,285.00	15,297.00		114,582.00	83.00%	23,468.00	5,729.10
	Labor	15,600.00				-		15,600.00	-
	Devices Materials	2,600.00				-		2,600.00	-
	Labor	3,120.00				-		3,120.00	-
	Gymnasium Sound System Submittals	780.00				-		780.00	-
	Materials	51,815.00				-		51,815.00	-
	Prewire Labor	7,358.00				-		7,358.00	-
	Trim-Out Labor	1,966.00				-		1,966.00	-
	Testing	491.00				-		491.00	-
	Coordination and Arch Flash Studies	2,500.00				-		2,500.00	-
	Contractor Fee	313,160.00	134,248.18	36,793.41		171,041.59	54.62%	142,118.41	8,552.08
	ALLOWANCES								
141	Betterment Fund Allowance (\$200,000)	98,117.15				-		98,117.15	-
	Raba Testing	2,181.85	2,181.85			2,181.85	100.00%	-	109.09
	ASI-2 Lighting Revisions	852.50				-		852.50	-
	ASI-3 Brick Only	11,215.00				-		11,215.00	-
	Washer to be 25lbs in lieu of 40 lbs	(5,360.00)				-		(5,360.00)	-
	Replace existing exterior light pole lights with new LED	12,842.50				-		12,842.50	-
	Reduce Size of exterior windows	(2,500.00)				-		(2,500.00)	-
	Ceramic Tile Revisions in Restroom & Concession Area	24,070.00				-		24,070.00	-
	Trophy Case Size Increase	6,920.00		450.00		450.00	6.50%	6,470.00	22.50
	Exhaust fan for Washer & Dryer	650.00				-		650.00	-

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Name Hanna ECHS New Gymnasium Facility

Job No. 1046 Pay 8

On receipt by the signer of this document of a check from Brownsville I.S.D.
(maker of check) in the sum of \$ 925,079.91 payable to Gerlach Builders LLC dba WIL-CON (payee or
payees of check) and when the check has been properly endorsed and has been paid by the bank on which
it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a
payment bond that complies with a state or federal statute, any common law payment bond right, any
claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or
payment rights for persons in the signer's position that the signer has on the property of
Brownsville I.S.D (owner) located at 2615 E. Price Road, Brownsville, TX 78521 (location) to the following
extent: New Construction (job description).

This release covers a progress payment for all labor, services, equipment, or materials
furnished to the property or to Brownsville I.S.D. (person with whom signer
contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid
retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify
evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this
progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen,
and suppliers for all work, materials, equipment, or services provided for or to the above
referenced project in regard to the attached statement(s) or progress payment request(s).

Date: 05/29/20
Company Name: Gerlach Builders LLC dba WIL-CON
By: Ted Gerlach
Signature: *Ted Gerlach*
Title: Vice President

SUBSCRIBED AND SWORN TO BEFORE ME this the 29th day of May, 2020.



NOTARY PUBLIC, in and for the
State of Texas

Signature: *A Stevens*

My Commission Expires: 4/26/2024

NOTARY STAMP



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: Payment to Architectural Services X Action
Armko Industries, Inc. Information
Multi-Campus Roof Replacement, Phase I Discussion

BACKGROUND:

<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>Armko Industries, Inc.</u>	Multi-Campus Roof Replacement, Phase I	Payment #12
	Original Contract Fee Amount:	\$76,502.00
	Allowable for Reimbursable Expenses	\$0.00
	Total Contract Amount	\$76,502.00
	Schematic Design: 100% Complete	\$7,650.20
	Design Development: 100% Complete	\$19,125.50
	Construction Documents: 100% Complete	\$30,600.80
	Bidding: 100% Complete	\$3,825.10
	Contract Administration: 34% Complete	\$5,262.72
	Reimbursable Expenses	\$0.00
	Previously Invoiced:	\$64,127.29
	Current Payment Due:	\$2,337.03
	Balance to Finish:	\$10,037.68

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: \$2,337.03

RECOMMENDATION:

Recommend approval of Payment #12 for \$2,337.03 as partial payment to Armko Industries, Inc. for Architectural Services work completed on the Multi-Campus Roof Replacement Phase I project to be paid from Maintenance Tax Note Fund 189.

Fernando E Villarreal

Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo

Recommended by: District Architect/CFO

Approved for Submission to Board of Education:

Dr. Nereida Cantu

Approved by: Deputy Superintendent

Dr. René Gutiérrez
Superintendent

Date: May 22, 2020

To: Mr. Fernando Villarreal
Project/Facilities Manager
Brownsville ISD
4350 Morrison Rd.
Brownsville, TX 78526

Re: Brownsville ISD Multi-Campus
Roof Replacement Project Phase I
CSP #19-134



3400 McCOLL ROAD #38
McALLEN, TX 78501
956.800.1776 / FAX 956.800.1777
www.armko.com

Mr. Villarreal;

Per your request and the terms and conditions of our agreement with Brownsville ISD we are submitting with this letter along with our current invoice for completed professional services to date for the Construction Administration Phase.

We appreciate your consideration, and should you have any questions or need further assistance please contact me.

Respectfully,

A handwritten signature in blue ink, appearing to be 'TJ'.

Travis Jones, RRO #1054, IIBEC #34311
South Texas Regional Manager
Armko Industries, Inc.



Armko Industries, Inc..

1320 Spinks Road
 Flower Mound, TX 75028
 972-874-1388

INVOICE

Invoice Number: F616846-revised

Invoice Date: 5/22/20

Page: 1

Voice: 972-874-1388

Fax: 972-874-0434

Bill To:
BROWNSVILLE ISD fevillarreal@bisd.us 1900 PRICE ROAD BROWNSVILLE, TX 78521

Customer PO	Payment Terms	Due Date
BISD MULTI-CAMPUS I	Net 30 Days	6/21/20

Description	Amount
RE; CONSULTING BROWNSVILLE ISD; PHASE 1 TO INCLUDE ED JARDIN ES UNITS G&H; RUSSELL ES UNIT 1; SHARP ES UNITS B&G; YTURRIA ES AS PER CONTRACT DATED 4-10-18; AND PO P315712 (PHASE I) PAY APPLICATION #2 .. FULL SERVICE TO INCLUDE DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, BIDDING, AND CONSTRUCTION ADMINISTRATION. LUMP SUM FEES FOR THIS PHASE \$76,502.00 .. TOTAL COMPLETE TO DATE \$66,464.31 LESS PREVIOUS APPLICATIONS FOR PAYMENT -\$64,127.29 TOTAL DUE THIS INVOICE 2,337.03 (PLEASE SEE ATTACHED SCHEDULE OF VALUES) .. BALANCE TO BE BILLED FOR PHASE I \$10,037.68	

Subtotal	2,337.03
Sales Tax	
Total Invoice Amount	2,337.03
Payment/Credit Applied	
TOTAL	2,337.03

Check/Credit Memo No:

OWNER: **BROWNSVILLE ISD**

Date: **May 22, 2020**

Addressee: _____

Consultant Invoice Number: **F616846-revised**

PROJECT NAME **BROWNSVILLE ISD; PHASE I**

Professional Services performed through: _____ Date **May 22, 2020**

EL JARDIN ES UNITS G & H		3,796.00
RUSSELL ES UNIT I		2,782.00
SHARP ES UNITS B & G		13,764.00
YTURRIA ES		56,160.00

Fee Totals: **\$ 76,502.00**

EL JARDIN ES UNITS G & H **3,796.00**

Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	379.60	100%	379.60	379.60	-	-
Design Development	25%	949.00	100%	949.00	949.00	-	-
Construction Documents	40%	1,518.40	100%	1,518.40	1,518.40	-	-
Bidding	5%	189.80	100%	189.80	189.80	-	-
Construction Administration	20%	759.20	99%	751.61	546.63	204.98	7.59
TOTAL CONSULTANT'S FEE:		3,796.00	100%	3,788.41	3,583.43	204.98	7.59

RUSSELL ES UNIT I **2,782.00**

Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	278.20	100%	278.20	278.20	-	-
Design Development	25%	695.50	100%	695.50	695.50	-	-
Construction Documents	40%	1,112.80	100%	1,112.80	1,112.80	-	-
Bidding	5%	139.10	100%	139.10	139.10	-	-
Construction Administration	20%	556.40	33%	183.61	161.36	22.25	372.79
TOTAL CONSULTANT'S FEE:		2,782.00	87%	2,409.21	2,386.96	22.25	372.79

SHARP ES UNITS B & G **13,764.00**

Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	1,376.40	100%	1,376.40	1,376.40	-	-
Design Development	25%	3,441.00	100%	3,441.00	3,441.00	-	-
Construction Documents	40%	5,505.60	100%	5,505.60	5,505.60	-	-
Bidding	5%	688.20	100%	688.20	688.20	-	-
Construction Administration	20%	2,752.80	96%	2,642.69	1,431.46	1,211.23	110.11
TOTAL CONSULTANT'S FEE:		13,764.00	99%	13,653.89	12,442.66	1,211.23	110.11

YTURRIA ES **56,160.00**

Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	5,616.00	100%	5,616.00	5,616.00	-	-
Design Development	25%	14,040.00	100%	14,040.00	14,040.00	-	-
Construction Documents	40%	22,464.00	100%	22,464.00	22,464.00	-	-
Bidding	5%	2,808.00	100%	2,808.00	2,808.00	-	-
Construction Administration	20%	11,232.00	15%	1,684.80	786.24	898.56	9,547.20
TOTAL CONSULTANT'S FEE:		56,160.00	83%	46,612.80	45,714.24	898.56	9,547.20

TOTALS 76,502.00 66,464.31 64,127.29 **2,337.03** 10,037.68
 TOTAL DUE THIS INVOICE



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: Payment to Architectural Services X Action
Armko Industries, Inc. Information
Multi-Campus Roof Replacement, Phase II Discussion

BACKGROUND:


<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>Armko Industries, Inc.</u>	Multi-Campus Roof Replacement, Phase II	Payment #13,14
	Original Contract Fee Amount:	\$54,298.00
	Allowable for Reimbursable Expenses	\$0.00
	Total Contract Amount	\$54,298.00
	Schematic Design: 100% Complete	\$5,429.80
	Design Development: 100% Complete	\$13,574.50
	Construction Documents: 100% Complete	\$21,719.20
	Bidding: 100% Complete	\$2,714.90
	Contract Administration: 48% Complete	\$5,247.67
	Reimbursable Expenses	\$0.00
	Previously Invoiced:	\$45,499.23
	Current Payment Due:	\$3,186.84
	Balance to Finish:	\$5,611.93

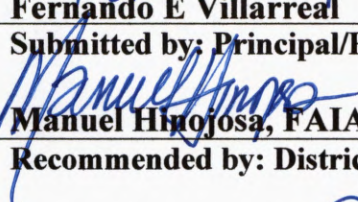
FISCAL IMPLICATIONS:

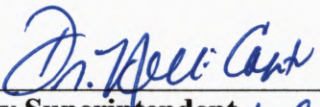
Maintenance Tax Note Fund 189: \$3,186.84

RECOMMENDATION:

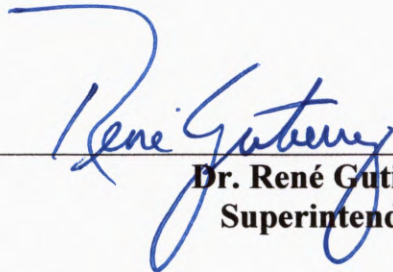
Recommend approval of Payments #13 and #14 for a total of \$3,186.84 as partial payment to Armko Industries, Inc. for Architectural Services work completed on the Multi-Campus Roof Replacement Phase II project to be paid from Maintenance Tax Note Fund 189.


Fernando E Villarreal
Submitted by: Principal/Program Adm.


Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO


Dr. Nereida Cantu
Approved by: Deputy Superintendent *6-9-2020*

Approved for Submission to Board of Education:


Dr. René Gutiérrez
Superintendent

Date: May 22, 2020

To: Mr. Fernando Villarreal
Project/Facilities Manager
Brownsville ISD
4350 Morrison Rd.
Brownsville, TX 78526

Re: Brownsville ISD Multi-Campus
Roof Replacement Project Phase II
CSP #19-109



3400 McCOLL ROAD #38
McALLEN, TX 78501
956.800.1776 / FAX 956.800.1777
www.armko.com

Mr. Villarreal;

Per your request and the terms and conditions of our agreement with Brownsville ISD we are submitting with this letter our current invoice for completed professional services to date for the Construction Administration Phase at the Cummings Campus.

We appreciate your consideration, and should you have any questions or need further assistance please contact me.

Respectfully,

A handwritten signature in blue ink, appearing to be 'TJ', is written over the word 'Respectfully,'.

Travis Jones, RRO #1054, IIBEC #34311
South Texas Regional Manager
Armko Industries, Inc.



Armko Industries, Inc..

1320 Spinks Road
 Flower Mound, TX 75028
 972-874-1388

INVOICE

Invoice Number: F616946

Invoice Date: 5/22/20

Page: 1

Voice: 972-874-1388

Fax: 972-874-0434

Bill To:
BROWNSVILLE ISD fevillarreal@bisd.us 1900 PRICE ROAD BROWNSVILLE, TX 78521

Customer PO	Payment Terms	Due Date
BISD MULTI CAMPUS II	Net 30 Days	6/21/20

Description	Amount
RE; CONSULTING BROWNSVILLE ISD; PHASE II TO INCLUDE CUMMINGS CTE BLDG; CUMMINGS VOCATIONAL BLDG; SHARP UNIT E; RUSSELL UNIT F; EL JARDIN NEW BLDG; EL JARDIN UNIT C AS PER SIGNED CONTRACT DATED 4-10-18; AND PO# P315712 (phase II) . FULL SERVICE, TO INCLUDE DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, BIDDING, AND CONSTRUCTION ADMINISTRATION. LUMP SUM FEES FOR THIS PHASE \$54,298.00 .. TOTAL COMPLETE TO DATE \$48,686.09 LESS PREVIOUS APPLICATIONS FOR PAYMENT -\$47,158.76 TOTAL DUE THIS INVOICE 1,527.34 (PLEASE SEE SCHEDULE OF VALUES) . BALANCE TO BE BILLED THIS PHASE \$5,611.90	

Subtotal	1,527.34
Sales Tax	
Total Invoice Amount	1,527.34
Payment/Credit Applied	
TOTAL	1,527.34

Check/Credit Memo No:

OWNER: BROWNSVILLE ISD

Date: May 22, 2020

Addressee: _____

Consultant Invoice Number: F616946

PROJECT NAME BROWNSVILLE ISD; PHASE II

Professional Services performed through: _____ Date May 22, 2020

		\$ 18,715.00					
		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
CUMMINGS CTE BLDG							
Basic Services Phase Per Contract							
Schematic Design	10%	1,871.50	100%	1,871.50	1,871.50	-	-
Design Development	25%	4,678.75	100%	4,678.75	4,678.75	-	-
Construction Documents	40%	7,486.00	100%	7,486.00	7,486.00	-	-
Bidding	5%	935.75	100%	935.75	935.75	-	-
Construction Administration	20%	3,743.00	76%	2,844.68	2,507.81	336.87	898.32
TOTAL CONSULTANT'S FEE:		18,715.00	95%	17,816.68	17,479.81	336.87	898.32

		7,805.00					
		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
CUMMINGS VOCATIONAL BLDG							
Basic Services Phase Per Contract							
Schematic Design	10%	780.50	100%	780.50	780.50	-	-
Design Development	25%	1,951.25	100%	1,951.25	1,951.25	-	-
Construction Documents	40%	3,122.00	100%	3,122.00	3,122.00	-	-
Bidding	5%	390.25	100%	390.25	390.25	-	-
Construction Administration	20%	1,561.00	67%	1,045.87	1,045.87	-	515.13
TOTAL CONSULTANT'S FEE:		7,805.00	93%	7,289.87	7,289.87	-	515.13

		4,236.00					
		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
SHARP UNIT E							
Basic Services Phase Per Contract							
Schematic Design	10%	423.60	100%	423.60	423.60	-	-
Design Development	25%	1,059.00	100%	1,059.00	1,059.00	-	-
Construction Documents	40%	1,694.40	100%	1,694.40	1,694.40	-	-
Bidding	5%	211.80	100%	211.80	211.80	-	-
Construction Administration	20%	847.20	3%	25.42	25.42	(0.00)	821.78
TOTAL CONSULTANT'S FEE:		4,236.00	81%	3,414.22	3,414.22	(0.00)	821.78

		6,218.00					
		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
RUSSELL UNIT F							
Basic Services Phase Per Contract							
Schematic Design	10%	621.80	100%	621.80	621.80	-	0.00
Design Development	25%	1,554.50	100%	1,554.50	1,554.50	-	-
Construction Documents	40%	2,487.20	100%	2,487.20	2,487.20	-	0.00
Bidding	5%	310.90	100%	310.90	310.90	-	0.00
Construction Administration	20%	1,243.60	4%	49.74	37.31	12.44	1,193.85
TOTAL CONSULTANT'S FEE:		6,218.00	81%	5,024.14	5,011.71	12.44	1,193.85

		13,768.00					
		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
EL JARDIN NEW BLDG							
Basic Services Phase Per Contract							
Schematic Design	10%	1,376.80	100%	1,376.80	1,376.80	-	0.00
Design Development	25%	3,442.00	100%	3,442.00	3,442.00	-	-
Construction Documents	40%	5,507.20	100%	5,507.20	5,507.20	-	0.00
Bidding	5%	688.40	100%	688.40	688.40	-	0.00
Construction Administration	20%	2,753.60	37%	1,018.83	82.61	936.22	1,734.77
TOTAL CONSULTANT'S FEE:		13,768.00	87%	12,033.23	11,097.01	936.22	1,734.77

		3,556.00					
		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
EL JARDIN UNIT C							
Basic Services Phase Per Contract							
Schematic Design	10%	355.60	100%	355.60	355.60	-	-
Design Development	25%	889.00	100%	889.00	889.00	-	-
Construction Documents	40%	1,422.40	100%	1,422.40	1,422.40	-	-
Bidding	5%	177.80	100%	177.80	177.80	-	-
Construction Administration	20%	711.20	37%	263.14	21.34	241.81	448.05
TOTAL CONSULTANT'S FEE:		3,556.00	87%	3,107.94	2,866.14	241.81	448.05

TOTAL DUE THIS INVOICE		54,298.00		48,686.09	47,158.76	1,527.34	5,611.90
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Date: April 15, 2020

To: Mr. Fernando Villarreal
Project/Facilities Manager
Brownsville ISD
4350 Morrison Rd.
Brownsville, TX 78526

Re: Brownsville ISD Multi-Campus
Roof Replacement Project Phase II
CSP #19-109



3400 McCOLL ROAD #38
McALLEN, TX 78501
956.800.1776 / FAX 956.800.1777
www.armko.com

Mr. Villarreal;

Per your request and the terms and conditions of our agreement with Brownsville ISD we are submitting with this letter our current invoice for completed professional services to date for the Construction Administration Phase at the Cummings Campus.

We appreciate your consideration, and should you have any questions or need further assistance please contact me.

Respectfully,

A handwritten signature in blue ink, appearing to be 'TJ', is written over the word 'Respectfully,'.

Travis Jones, RRO #1054, IIBEC #34311
South Texas Regional Manager
Armko Industries, Inc.



Armko Industries, Inc..

1320 Spinks Road
 Flower Mound, TX 75028
 972-874-1388

INVOICE

Invoice Number: E600746

Invoice Date: 4/15/20

Page: 1

Voice: 972-874-1388

Fax: 972-874-0434

Bill To:
BROWNSVILLE ISD fevillarreal@bisd.us 1900 PRICE ROAD BROWNSVILLE, TX 78521

Customer PO	Payment Terms	Due Date
BISD MULTI CAMPUS II	Net 30 Days	5/15/20

Description	Amount
RE; CONSULTING BROWNSVILLE ISD; PHASE II TO INCLUDE CUMMINGS CTE BLDG; CUMMINGS VOCATIONAL BLDG; SHARP UNIT E; RUSSELL UNIT F; EL JARDIN NEW BLDG; EL JARDIN UNIT C AS PER SIGNED CONTRACT DATED 4-10-18; AND PO# P315712 (phase II) . FULL SERVICE, TO INCLUDE DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, BIDDING, AND CONSTRUCTION ADMINISTRATION. LUMP SUM FEES FOR THIS PHASE \$54,298.00 .. TOTAL COMPLETE TO DATE \$47,158.75 LESS PREVIOUS APPLICATIONS FOR PAYMENT -\$45,499.25 TOTAL DUE THIS INVOICE 1,659.50 (PLEASE SEE SCHEDULE OF VALUES) . BALANCE TO BE BILLED THIS PHASE \$7,139.24	

Subtotal	1,659.50
Sales Tax	
Total Invoice Amount	1,659.50
Payment/Credit Applied	
TOTAL	1,659.50

Check/Credit Memo No:

OWNER: BROWNSVILLE ISD

Date: April 15, 2020

Addressee: _____

Consultant Invoice Number: E600746

PROJECT NAME BROWNSVILLE ISD; PHASE II

Professional Services performed through: _____ Date April 15, 2020

CUMMINGS CTE BLDG		<u>\$ 18,715.00</u>					
Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	1,871.50	100%	1,871.50	1,871.50	-	-
Design Development	25%	4,678.75	100%	4,678.75	4,678.75	-	-
Construction Documents	40%	7,486.00	100%	7,486.00	7,486.00	-	-
Bidding	5%	935.75	100%	935.75	935.75	-	-
Construction Administration	20%	3,743.00	67%	2,507.81	973.18	1,534.63	1,235.19
TOTAL CONSULTANT'S FEE:		18,715.00	93%	17,479.81	15,945.18	1,534.63	1,235.19

CUMMINGS VOCATIONAL BLDG		<u>7,805.00</u>					
Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	780.50	100%	780.50	780.50	-	-
Design Development	25%	1,951.25	100%	1,951.25	1,951.25	-	-
Construction Documents	40%	3,122.00	100%	3,122.00	3,122.00	-	-
Bidding	5%	390.25	100%	390.25	390.25	-	-
Construction Administration	20%	1,561.00	67%	1,045.87	920.99	124.88	515.13
TOTAL CONSULTANT'S FEE:		7,805.00	93%	7,289.87	7,164.99	124.88	515.13

SHARP UNIT E		<u>4,236.00</u>					
Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	423.60	100%	423.60	423.60	-	-
Design Development	25%	1,059.00	100%	1,059.00	1,059.00	-	-
Construction Documents	40%	1,694.40	100%	1,694.40	1,694.40	-	-
Bidding	5%	211.80	100%	211.80	211.80	-	-
Construction Administration	20%	847.20	3%	25.42	25.42	(0.00)	821.78
TOTAL CONSULTANT'S FEE:		4,236.00	81%	3,414.22	3,414.22	(0.00)	821.78

RUSSELL UNIT F		<u>6,218.00</u>					
Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	621.80	100%	621.80	621.80	-	0.00
Design Development	25%	1,554.50	100%	1,554.50	1,554.50	-	-
Construction Documents	40%	2,487.20	100%	2,487.20	2,487.20	-	0.00
Bidding	5%	310.90	100%	310.90	310.90	-	0.00
Construction Administration	20%	1,243.60	3%	37.31	37.31	(0.00)	1,206.29
TOTAL CONSULTANT'S FEE:		6,218.00	81%	5,011.71	5,011.71	(0.00)	1,206.29

EL JARDIN NEW BLDG		<u>13,768.00</u>					
Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	1,376.80	100%	1,376.80	1,376.80	-	0.00
Design Development	25%	3,442.00	100%	3,442.00	3,442.00	-	-
Construction Documents	40%	5,507.20	100%	5,507.20	5,507.20	-	0.00
Bidding	5%	688.40	100%	688.40	688.40	-	0.00
Construction Administration	20%	2,753.60	3%	82.61	82.61	0.00	2,670.99
TOTAL CONSULTANT'S FEE:		13,768.00	81%	11,097.01	11,097.01	0.00	2,670.99

EL JARDIN UNIT C		<u>3,556.00</u>					
Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	355.60	100%	355.60	355.60	-	-
Design Development	25%	889.00	100%	889.00	889.00	-	-
Construction Documents	40%	1,422.40	100%	1,422.40	1,422.40	-	-
Bidding	5%	177.80	100%	177.80	177.80	-	-
Construction Administration	20%	711.20	3%	21.34	21.34	0.00	689.86
TOTAL CONSULTANT'S FEE:		3,556.00	81%	2,866.14	2,866.14	0.00	689.86

TOTAL DUE THIS INVOICE		54,298.00		47,158.75	45,499.25	1,659.51	7,139.24
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Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/20

Item Title: Budget Amendment #022 X Action Information Discussion

BACKGROUND:

A Budget Amendment is necessary to reallocate funds within different functions as requested by campuses/departments for software, incentives, food, equipment, furniture, testing materials, Xerox printing charges, supplies, consultants, printing, graduation expenses and other activities.

FISCAL IMPLICATIONS:

Local Funds

Function 11-Instruction	\$	456.00
Function 12-Library Services		1,108.00
Function 13-Curriculum Staff Dev and Instr Staff Dev		(3,141.00)
Function 21-Instructional Leadership		948.00
Function 23-Campus Administration		(4,346.00)
Function 31-Guidance and Counseling Services		264.00
Function 33-Health Services		(15.00)
Function 36-Cocurricular/Extracurricular Activities		7,891.00
Function 41-Administration		(24.00)
Function 51-Maintanance and Operations		(40,152.00)
Function 61-Community Services		37,011.00
	\$	-

RECOMMENDATION:

Recommend approval of Budget Amendment #022 in the amount of \$47,678.00 for Local Funds. (Reallocation as requested by campuses and departments)

Mary D. Garza

Mary D. Garza
Submitted by: Principal/Program Adm.

David Robledo
David Robledo

Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Dr. Nereida Cantu
Approved by: Deputy Superintendent
6.9.2020

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Dr. René Gutiérrez
Superintendent

FUNCTION	SALARIES	CONTRACTED* SERVICES	SUPPLIES & MATERIALS	OTHER MISC. EXPENSES	EQUIPMENT	TOTAL
	6100	6200	6300	6400	6600	
11	\$ (1,230)		\$ (6,150)	\$ 7,836		\$ 456
12		\$ 3,320	\$ (2,212)			\$ 1,108
13	\$ 125	\$ (1,000)	\$ 242	\$ (2,508)		\$ (3,141)
21		\$ 3,350	\$ (406)	\$ (1,996)		\$ 948
23	\$ (1,482)	\$ 125	\$ (2,759)	\$ (230)		\$ (4,346)
31			\$ (736)	\$ 1,000		\$ 264
32						\$ -
33			\$ (15)			\$ (15)
34						\$ -
36			\$ (3,450)	\$ 11,341		\$ 7,891
41			\$ (24)			\$ (24)
51	\$ 232	\$ (2,350)	\$ (38,034)			\$ (40,152)
53						\$ -
61	\$ 38,378			\$ (1,367)		\$ 37,011
81						\$ -
TOTAL	\$ 36,023	\$ 3,445	\$ (53,544)	\$ 14,076	\$ -	\$ -



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/2020

Item Title: Ethos Engineering Contract Amendment X Action
RFQ #17-110 MEP Engineering Services Information
For the Hanna ECHS -HVAC Upgrades Discussion

BACKGROUND:

At the October 3, 2017 Board Meeting, the Board of Trustees approved to accept the Ethos Engineering negotiated fee for RFQ #17-110 Mechanical/Electrical Plumbing (MEP) Engineering Services for the Hanna ECHS HVAC upgrades. Thereafter, bids were received through the CSP process followed by the ranking, selection and recommendation of the best price from the General Contractor for the amount of \$ 5,674,300.00, due to the age and conditions of existing HVAC systems. The purpose of this agenda is to amend the Engineering fees for the aforementioned project. Based on the exact cost determined through the bidding process Administration is recommending cost increase from \$ 4,639,000.00 to \$ 5,674,300.00. Thereby the Engineering fee will be \$ 416,320.85. Said change is stated in the attached Engineering Services Contract Amendment.

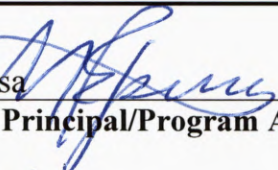
FISCAL IMPLICATIONS:

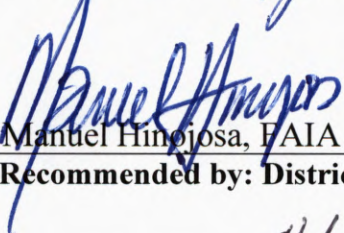
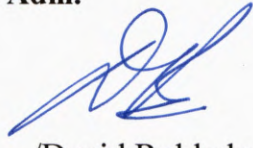
Maintenance Tax Note Fund 189: \$ 416,320.85

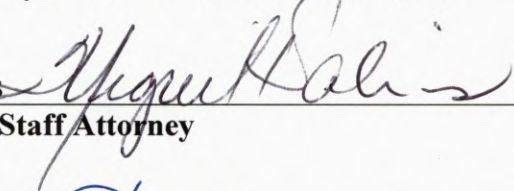
RECOMMENDATION:


Recommend approval to accept the engineering contract amendment for the Hanna ECHS-HVAC Upgrades from Ethos Engineering Harlingen, Texas, in the amount not to exceed \$ 416,320.85 to be paid from Maintenance Tax Note Fund 189.

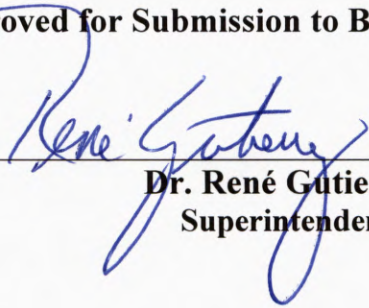
Approved for Submission to Board of Education:


Martin Espinosa
Submitted by: Principal/Program Adm.

 
Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/Interim CFO


Miguel Salinas
Reviewed By: Staff Attorney


Dr. Nereida Cantu
Approved by: Deputy Superintendent
6-10-2020


Dr. René Gutierrez
Superintendent



119 W. Van Buren Ave. Ste. 101
 Harlingen, TX 78550
 Off: (956) 230-3435
 Fax: (956) 720-0830
www.ethoseng.net

April 2, 2020

Brownsville ISD
 1900 E. Price Rd.
 Brownsville, TX 78520

RE: BISD Hanna High School Early College HVAC Upgrades

Ethos Engineering is submitting this letter to request an adjustment to our Purchase Order and offer an explanation for the adjustment to our engineering fee according to our contract.

Original Estimated Fees:

Original MEP Estimated Cost:	\$4,639,000.00 x 6% = \$278,340.00
Original Estimated Commissioning Cost (E):	\$3,598,611.00 x 1.5% = \$53,979.16
Additional Services and Reimbursable:	\$25,000.00
Reimbursables:	\$1000.00
Total Original Estimated Fees:	\$358,319.20

Purchase Orders for the project:

PO#P305835:	\$278,000.00
PO#P315665:	\$ 85,320.00
Total Purchase Orders to date:	\$363,320.00

Actual Fees (including awarded alternate bids):

Construction Bid Total:	\$5,674,300.00 x 6% = \$340,458.00
Commissioning Bid Total:	\$4,401,554.51 x 1.5% = \$66,023.32
Additional Services:	\$8,632.50
Reimbursable:	\$1,207.03
Total Actual Estimated Fees:	\$416,320.85

Requested Adjustments:

Total Actual Estimated Fees:	\$416,320.85
Total Purchase Orders to date:	\$363,320.00
Requested Adjustments:	\$53,000.85

Other Benefits and Fee Reduction given by Ethos to BISD:

Reduction in fees from 6.5% to 6.0%:	\$28,500
BPUB Incentive received by BISD:	\$34,000
Engineering performed for incentive:	\$7,200
Discounted Fees for Change Orders requested by Owner:	\$7,800
Total Benefits and Fee Reductions already provided:	\$77,500

In conclusion, Ethos Engineering is requesting Fee Adjustments based on the final construction cost of the project minus the purchase orders granted. Final Requested amount is **\$53,000.85.**

If you have any questions, please contact our office.

Cesar Gonzalez, PE/Principal
cgonzalez@ethoseng.net

BISD - Contracting Officer

Martin Espinosa

From: Martin Espinosa
Sent: Thursday, May 14, 2020 8:45 AM
To: Miguel Salinas
Cc: Sara Celis; Martin Espinosa
Subject: RE: HANNA proposal

Mr. Salinas.

Thank you for your response. I agree the industry practice of a percentage of the project cost has been in all BISD projects in the past, this one is no exception. Your expert opinion in this matter allows Facility to clarify any possible questions this may bring. I am planning to present an agenda item for June's RBM. Again one more time thank you for all your support, keep safe

M. Espinosa

From: Miguel Salinas
Sent: Thursday, May 14, 2020 8:35 AM
To: Martin Espinosa
Cc: Sara Celis
Subject: RE: HANNA proposal

Mr. Espinosa: I wanted to follow up on our conversation regarding the Engineering fee for the Hanna proposal. Most engineering contracts have the cost for Engineering services set at a percentage of the project costs. This is a standard industry practice and is traditionally how the District has paid for Engineering services. If the District wants to deviate from this practice, it will have to negotiate a new contract with either a set fee or a cap on the amount of fees the Engineer will charge for the project.

If you have any questions or would like to discuss the matter further, please contact me.

Thanks,


Brownsville Independent School District



Miguel Salinas
Staff Attorney

1900 Price Road, Suite 302
Brownsville, Texas 78521

(956) 698-6379
Fax (956) 548-8115
miguelosalinas@bisd.us

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From: Martin Espinosa
Sent: Thursday, May 07, 2020 11:28 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Martin Espinosa <martinespinosa@bisd.us>
Subject: HANNA proposal

Miguel:

Good morning, hope everything is going well. Any news in my request for HANNA proposal (ETHOS Engineering) . I would like to present an agenda item at June's Board meeting. Your help is appreciated.

Thank you.

Martin



Martin Espinosa
Project/Facilities Manager
3750 Robindale Road
Brownsville, Texas 78521
956-698-2400
956-698-2917-FAX



3

Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 04/03/18

Item Title: Ethos Engineering Contract Amendment X Action
RFQ #17-110 MEP Engineering Services Information
for the Hanna ECHS HVAC Upgrades Discussion

BACKGROUND:

At the October 3, 2017 Board Meeting, the Board of Trustees approved to accept the Ethos Engineering negotiated fee for RFQ #17-110 Mechanical/Electrical/Plumbing (MEP) Engineering Services for the Hanna ECHS HVAC Upgrades. Thereafter, Ethos Engineering inspected the Hanna ECHS buildings and the scope of the project changed due to the age and condition of the HVAC system, controls and lighting. The purpose of this agenda item is to amend the agreement to address the said age and condition of the aforementioned items. Based on the revised scope of work, the Administration is recommending the estimated cost increase from \$3,150,000.00 to \$4,639,000.00. Thereby, the engineering fee will be \$358,319.16. The said change is stated in the attached Engineering Service Contract Amendment under items #1 and #2.

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: \$358,319.16

RECOMMENDATION:

Recommend approval to accept the engineering contract amendment for the Hanna ECHS HVAC Upgrades from Ethos Engineering, Harlingen, Texas, in the amount not to exceed \$358,319.16 to be paid from Maintenance Tax Note Fund 189.

Approved for Submission to Board of Education:

Kenneth Lieck
Submitted by: Program Adm.

Lorenzo Sanchez
Recommended by: AA Supt/Asst Supt/CFO

Miguel Salinas
Reviewed by: Staff Attorney

Dr. E. Zendejas

Dr. Esperanza Zendejas
Superintendent of Schools



Brownsville Independent School District
1900 Price Road Brownsville, Texas 78521-2417 (956) 548-8000 Fax: (956) 548-8010

Dr. Esperanza Zendejas
Superintendent of Schools

To: Miguel Salinas
Staff Attorney

From: Kenneth Lieck
Administrator for Payroll

Date: March 20, 2018

Re: Ethos Engineering – Hanna ECHS HVAC Upgrades
Contract Amendment

Attached please find an amended contract from Ethos Engineering for the Hanna ECHS HVAC upgrades project.

Please review and submit recommendations and/or submit your approval so we can attach same to the board agenda item.

If you should have any questions or concerns, please do not hesitate to call.

Note: We are looking to include this item on the April 3, 2018 board meeting agenda for approval.

Thank you.

lc for FV

Approved as to form
M. Salinas 3/23/18



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Ethos Engineering

Company Name

Dr. René Gutiérrez
Superintendent

Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date

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Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 06/16/20

Item Title: Discussion, consideration and possible action to enter into a Action
Legal Services Retainer Agreement with Walsh Gallegos Information
Treviño Russo and Kyle P.C. Discussion

BACKGROUND:

The District's current deductible for employment related complaints is \$100,000.00. That means the District must pay an outside law firm \$100,000 before the insurance company contributes to the defense of a claim. In an effort to reduce these litigation costs, the District's legal department is defending lawsuits in house. The Retainer Agreement supports the Staff Attorney's Office in providing legal services to the District. We are recommending retaining outside counsel to provide unlimited telephone consultation with district officials to assist in routine legal matters to better utilize district resources.

As per District Policy BDD (LOCAL), a Legal Services Retainer Agreement for services to be performed and reasonable compensation to be paid by the Board to Walsh Gallegos Treviño Russo and Kyle P.C. for a one-year agreement, May 2020 to April 2021 has been submitted for review and approval. (See attachment)

FISCAL IMPLICATIONS:

Annual Cost of Program: \$1,000.00

RECOMMENDATION:

Recommend approval to enter into a Legal Services Retainer Agreement with Walsh Gallegos Treviño Russo and Kyle P.C. to provide support for routine legal matters for the time period from May 1, 2020 to April 30, 2021 at an annual cost of \$1,000.

Approved for Submission to Board of Education:

Maricela Franco *Maricela Franco*
Submitted by: Principal/Program Adm.

Carmelita Rodriguez *Carmelita Rodriguez*
Recommended by: AA Supt/Asst. Supt/CFO

Miguel Salinas *Miguel Salinas*
Reviewed by: Staff Attorney

Dr. Anysia Treviño *A. Treviño*
Approved by: Deputy Superintendent

René Gutiérrez
Dr. René Gutiérrez, Superintendent

Yolanda Torres

From: Sara Celis
Sent: Friday, May 22, 2020 9:04 AM
To: Yolanda Torres
Cc: Tommy Bermudez Jr.
Subject: FW: Walsh Gallegos Retainer Agreement (2nd Request)

Good morning Yoli,

Below is Mr. Salazar's approval for the Walsh Gallegos Retainer Agreement.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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From: Baltazar Salazar [mailto:balsalazar@sbcglobal.net]
Sent: Friday, May 22, 2020 9:03 AM
To: Sara Celis <scelis@bisd.us>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Re: Walsh Gallegos Retainer Agreement (2nd Request)

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mrs. Celis,

I have reviewed and approve for presentation to the Board.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

...loyal, faithful and aggressive representation...

On Friday, May 22, 2020, 08:57:19 AM CDT, Sara Celis <scelis@bisd.us> wrote:

Good morning Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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The Brownsville Independent School District does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.

From: Sara Celis
Sent: Thursday, May 21, 2020 8:07 AM
To: Baltazar Salazar <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Walsh Gallegos Retainer Agreement

Good morning Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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WALSH GALLEGOS
TREVINO RUSSO & KYLE P.C.

April 15, 2020



VIA FIRST CLASS MAIL

Dr. René Gutiérrez
Superintendent
Brownsville ISD
1900 Price Road, Ste 307
Brownsville, Texas 78521-2417

RE: Renewal of Membership in Walsh Gallegos' Retainer Program

Dear Dr. Gutiérrez:

It is our privilege to serve Brownsville Independent School District through the Walsh Gallegos Retainer Program. The District's membership is up for renewal on May 1, 2020, and so enclosed you will find our Legal Services Retainer Agreement. If the District chooses to continue its membership, please sign and return the agreement. The invoice for the renewal will be sent on or around 5/1/2020 with your regular monthly statement so there is no need to send a check with the signed agreement. This program includes the following valuable benefits for just \$1,000.00 per year:

- No-charge telephone consultation on day-to-day general and special education matters with attorneys in any of our offices,
- Reduced rates for legal work,
- Reduced fees for inservices,
- Reduced rates for practical Walsh Gallegos products such as the web-based Student Code of Conduct, The Legal Guide to DAEP & Expulsion and the Extracurricular Code of Conduct,
- A free subscription to our bi-monthly general education newsletter "Time Out with Walsh Gallegos,"
- A free subscription to our monthly special education newsletter "This Just In," and
- Email updates about the latest developments in education law.

More information about these services and other advantages of the retainer program are included in the attached description. Also enclosed is information about our EFT/ACH payment program that provides a convenient, efficient, secure, and less costly method of payment than paper checks.

It is an honor to be of service to Brownsville Independent School District. Many districts have adopted the Texas Association of School Boards' policy BDD (local) which requires approval of the agreement by the Board of Trustees; check your policy to see who is authorized to approve and sign the Agreement. Additionally, please note that in accordance with the requirements of HB 1295 we have filed Form 1295 with the Texas Ethics Commission and are enclosing a certification of filing of Form 1295 for your records.

We look forward to receiving your signed contract. In the meantime, please remember that you can call any of our offices and speak with the attorney of your choice to get the guidance you need, when you need it. I am pleased to be your shareholder contact regarding the retainer program. Should you have any questions about the Retainer Agreement or wish to reach me directly, please contact me at (800) 232-9469.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. G. Neally', with a long horizontal flourish extending to the right.

Elizabeth G. Neally

EGN/glo
Enclosures

cc: Ms. Minerva Peña, Board President
Ms. Adriana Lippa, Interim Administrator of Special Services



**LEGAL SERVICES RETAINER AGREEMENT
FOR BROWNSVILLE INDEPENDENT SCHOOL DISTRICT**

The Brownsville Independent School District (hereinafter "District"), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh Gallegos Treviño Russo & Kyle P.C. (hereinafter "Law Firm"), to provide the services to the District set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of such additional legal work are research, opinion letters, and legal advice or representation in adversarial matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication This Just In, dealing with special education law issues, and the bi-monthly general school law publication Time Out with Walsh Gallegos, both published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Compliance with HB 89: The Law Firm does not boycott Israel and will not boycott Israel during the term of this contract.

7. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

By: _____

(Signature)

(Print Name)

(Title)

(Date)

WALSH GALLEGOS TREVIÑO RUSSO & KYLE P.C.



By: _____

Joe A. De Los Santos
Managing Shareholder

4/1/2020

(Date)



Program for EFT/ACH Payments

Walsh Gallegos Treviño Russo & Kyle P.C. is working to improve our services to you and assist you in saving time and money. To that end, we now offer our clients the option to pay their invoices electronically by either Electronic Funds Transfer (EFT) or Automated Clearing House (ACH) payment--instead of the traditional paper, check-by-mail method.

An EFT/ACH payment authorizes the client's bank to move funds from its bank account to the bank account of the authorized merchant (Walsh, Gallegos). This movement of funds is done between banks electronically—thus the term Electronic Funds Transfer (EFT) or Automated Clearing House (ACH). This electronic movement of funds between banks is more convenient, efficient, secure, and far less costly than the handling of paper checks.

If your district is interested in participating in our EFT/ACH payment program, please e-mail a request to WA-EFT@wabsa.com or call Lisa González at (800) 252-3405 to receive our bank account information for EFT/ACH payments.

We are excited to be able to extend this opportunity to our clients. Please feel free to contact us if you have any questions.



WALSH GALLEGOS
TREVINO RUSSO & KYLE P.C.

FEE SCHEDULE AS OF JULY 16, 2019
LEGAL SERVICES RETAINER AGREEMENT

For Region 1 Retainer Program Clients

Annual retainer fee is \$1,000 billed each year on the anniversary of the client joining the program.

Telephone consultation with school officials in this program regarding general routine legal matters is free of charge. The firm has toll-free telephone numbers that are made available to these clients.

An hourly rate of \$255/hour for attorneys and \$125/hour for paralegals and law clerks is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

For matters requiring more in-depth work, such as document review, negotiation of a contract, grievance, nonrenewal, review of constructions documents, litigation, administrative appeals, and the like, all time, including telephone calls, is charged at the current hourly retainer rates shown above, plus expenses. A new file is set up so that the billings show legal fees attributable to that particular matter.

For Region 1 Non-retainer Program Clients

An hourly rate of \$230/hour for associates licensed less than one year, \$240/hour for associates licensed one to two years, \$315/hour for associates licensed over two years, or \$335/hour for shareholders is charged for time spent on any work, including all telephone calls, office visits, litigation, research, opinion letters, hearings, and the like.

The above rates are subject to change at any time.



BENEFITS OF THE RETAINER PROGRAM

1. **FREE TELEPHONE CONSULTATION:** The law firm provides telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director or any designee pertaining to questions arising out of the general operation of the District. Last year, our member clients received an average of 10 free hours of telephone consultation. That is a \$2,800 value in telephone calls alone!

As a retainer client, the District has exclusive access to the statewide toll-free telephone numbers for calls to the law firm. Before making decisions with legal consequences, use our exclusive toll-free number to reach any Walsh Gallegos attorney:

- Austin (800) 252-3405
- San Antonio (800) 232-9169
- Irving (800) 231-4207
- Houston (888) 565-6864
- Rio Grande Valley (866) 770-6864
- Amarillo (800) 622-6864
- Albuquerque (800) 771-6864

2. **REDUCED RATES FOR ADDITIONAL LEGAL WORK:** The District receives reduced hourly rates for additional works that goes beyond the initial general telephone consultations, such as analyzing documents, writing opinion letters, attending school board meetings, or follow up phone consultations. Though the hourly rates are reduced for retainer clients, any actual expenses (copy costs or mileage, for example) incurred by the law firm in providing such additional work are charged.
3. **FREE SUBSCRIPTIONS TO FIRM PUBLICATIONS:** Membership in the Walsh Gallegos Retainer Program also entitles the District to receive free subscriptions to both of the firm's newsletters:
 - (1) the informative bi-monthly newsletter "*Time Out with Walsh Gallegos*" that provides timely reminders and practical suggestions about general education law issues arising throughout the school year, and
 - (2) the monthly publication "*This Just In*" which addresses legal issues specific to the special needs of students with disabilities

4. **E-MAIL UPDATES:** As another benefit of the Retainer Program, Walsh Gallegos sends periodic e-mail updates to you (and to any other District personnel or trustees you designate) to help keep the District abreast of the latest developments in school law. These updates, averaging more than one per month, address a broad range of timely topics and are designed to keep you informed and better prepared in your work for the District. Examples of the topics of our updates include:

- Information about Chapter 313 of the Texas Tax Code
- New TEA rules regarding appealing ejections from school property
- A Fifth Circuit Decision emphasizing the importance of training staff
- IRS penalties for ACA reporting violations
- Information about the Digital Millennium Copyright Act and how to limit your District's liability
- What the repeal of TEC 29.007 means for Shared Services Arrangements

Don't let your District personnel miss our next update!

5. **REDUCED RATES ON ALL WALSH GALLEGOS INSERVICES:** Our Retainer Program members also receive reduced rates on all inservices presented at the District. Our up-to-date training programs are presented by attorneys with firsthand experience and knowledge about the current legal issues confronting Texas school districts. Our retainer clients also receive priority scheduling for inservice training.
6. **REDUCED RATES ON ALL WALSH GALLEGOS PRODUCTS:** To assist clients in their day-to-day operations, we have developed several practical products to save you time and head off potential problems during the school year. These products are easy to navigate, written in plain language, and are full of useful suggestions. As a member of the Retainer Program, clients receive reduced rates on these helpful tools, including:
- Interactive Student Code of Conduct
 - Discipline Guide for DAEP & Expulsion
 - Administrator's Anti-Bullying Toolkit
7. **ONE FREE AUDIO CONFERENCE:** Our retainer clients are also eligible for one free audio conference of the District's choice, to be selected from our published audio conference schedule. Our audio conferences provide excellent training for school administrators without having to leave the district.



BROWNSVILLE ISD E-MAIL UPDATE FORM

The Walsh Gallegos E-mail Update program is designed to keep our clients informed of the latest developments in school law. These updates address a broad range of topics related to legal issues confronting school districts. In addition, e-mail update recipients will also be notified of upcoming audio/video conferences and specialty publications produced by Walsh Gallegos.

Below is the list of personnel and/or Board of Trustees that are currently in our system. Please review carefully and make any necessary changes or additions. Also note that there may be some names without an e-mail address or position. Please provide a current e-mail address, indicate whether the individual should remain one of our e-mail update recipients, and provide the named position of the individual. If you are having difficulty receiving our e-mail updates, please ask your technology department to add mypinpointe.com to the list of accepted domains.

<u>Name</u>	<u>Title</u>	<u>E-mail</u>
Dr. René Gutiérrez	Superintendent	rene.gutierrez@bisd.us
Ms. Minerva Peña	Board President	minpena@bisd.us
Ms. Adriana Lippa	Interim Administrator of Special Services	alippa@bisd.us
Ms. Mary Garza	Interim Chief Financial Officer	mdgarza@bisd.us
Ms. Maricela Franco	Human Resources Administrator	mfranco@bisd.us
Mr. Miguel Salinas	Staff Attorney	miguelsalinas@bisd.us

Attach additional sheets if necessary. Please return this form to Client Services. If you have any questions or need additional information, please contact Client Services at (800) 252-3405.

VIA FAX
(512) 467-9318

VIA MAIL
Client Services
Walsh Gallegos
P.O. Box 2156
Austin, TX 78768

VIA E-MAIL
info@wabsa.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Walsh Gallegos Trevino Russo & Kyle P.C. Austin, TX United States	Certificate Number: 2020-598844
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Brownsville Independent School District	Date Filed: 03/15/2020
Date Acknowledged:	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

03160
 Legal Services Retainer Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Walsh, Jim	Austin, TX United States	X	
Gallegos, Elena	Austin, TX United States	X	
Trevino, Oscar	Austin, TX United States	X	
Kyle, Paige	Austin, TX United States	X	

5 Check only if there is NO interested Party.

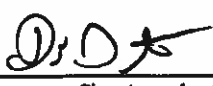
6 UNSWORN DECLARATION

My name is Diana Stangl and my date of birth is 9/29/1957

My address is 2603 Tip Cove Austin TX 78704 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 17th day of March, 20 20.
(month) (year)



 Signature of authorized agent of contracting business entity
(Declarant)



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 06/16/20

Item Title: Interlocal Cooperation Contract X Action
Between Brownville ISD and UTRGV Information
For Texas Prefreshman Engineering Discussion
Program (TexPREP)

BACKGROUND:

The Brownsville Independent School District (BISD) is requesting approval to enter into an Interlocal Cooperation Contract with the University of Texas-Rio Grande Valley (UTRGV). The purpose of this contract is to obtain services from UTRGV to provide the services of the Texas Prefreshman Engineering Program (TexPREP) to qualify and accept BISD students to provide six weeks of online instruction in mathematics, pre-engineering, and computer sciences during the Summer of 2020. Activities will be held daily during the instructional weeks. In addition, six follow-up Saturday sessions will be scheduled during the 2020-2021 school year. All instructional services will be online through the UTRGV Brownsville campus. We currently have students enrolled in pre-engineering courses at each middle school.


FISCAL IMPLICATIONS:


The cost per student enrolled in the project:
Categorical Funds \$350.00 per student = \$63,000 (Approximately)

RECOMMENDATION:


Recommend approval to contract with the University of Texas-Rio Grande Valley for online services regarding the Texas Prefreshman Engineering Program (TexPREP) to be implemented during the Summer of 2020, which includes 6 Saturday Sessions at a cost of \$350.00 per student.

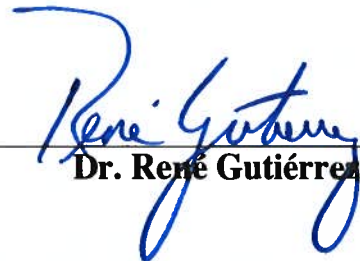
Approved for Submission to Board of Education:


Submitted by: **Michelle A. Seney**
STEAM Coordinator


Recommended by: **Dr. Dora E. Saucedo**
Asst. Superintendent, Curriculum & Instruction


Reviewed by: **Miguel Salinas**, *Staff Attorney*


Approved by: **Dr. Anysia R. Treviño**
Deputy Superintendent, Curriculum & Instruction


Dr. René Gutiérrez, *Superintendent*

**INSTRUCTIONS FOR TEXAS PRE FRESHMAN ENGINEERING PROGRAM (TexPREP)
INTERLOCAL COOPERATION CONTRACT**

1. Please complete the required information in the blank areas.

2. Please sign and return a scanned copy of the document to the following e-mail address:

UTRGV TexPREP Program
Attn: Anna L Ramos, Program Specialist
Anna.ramos01@utrgv.edu

*in efforts to go paperless as well as to expedite your contract, we accept scanned copies, if you would like to mail your contract you are welcome to mail it to the following address:

UTRGV TexPREP Office
Attn: Anna L Ramos
The University of Texas Rio Grande Valley
1201 W. University Dr., ELCTR 164
Edinburg, TX 78539

3. Once the copy has been signed at UTRGV, we will return the completed copy to your office for your records.

4. If you have any questions, please contact Anna L Ramos at 665-2526, or via e-mail at anna.ramos01@utrgv.edu respectively.

2020 Texas Pre Freshman Engineering Program (TexPREP)

Interlocal Cooperation Contract

District: _____

Address: _____

Contact: _____

Phone: _____

E-mail: _____

**Submit to:
TexPREP Office
1201 W. University Drive
ELCTR 164
Edinburg, Texas 78539
9956)665-2526**

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this "Contract") is entered into effective April 1, 2020 by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: _____, a local entity of the State of Texas.

Performing Party: **The University of Texas-Rio Grande Valley**, an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services from Performing Party for the services of the Texas Prefreshman Engineering Program (TexPREP) to qualify students from the Receiving Party (the "Project"). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

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

1. Provide qualifying and accepted students with six weeks of instruction in mathematics, pre-engineering, and computer science, as well as mentoring by college students majoring in engineering, computer science, science, and mathematics during Summer 2020.
2. Summer 2020 activities will be held daily (Monday-Friday) from June 8, 2020 through July 17, 2020 from 1:00 p.m. to 5:50 p.m.
3. Six (6) follow-up Saturday sessions during the 2020/2021 academic year (dates to be determined).
4. All instructional services will be interactive online program through small supervised Zoom breakout groups and collaborative sessions on Blackboard.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 79, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT:

The cost per student enrolled in the Project shall be \$350.

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*.

Payments made under this Contract (1) will fairly compensate Performing Party for the services performed under this Contract, and (2) will be made from current revenues available to Receiving Party.

- UTRGV TexPREP will send an invoice for the total students attending.
- An invoice of \$350 per student shall be invoiced to the Receiving Party the third week in June with payment due within 30 days after date of the invoice.
- Receiving Party will designate a contact person for contract matters and billing at the central office or administrative office where payment will be disbursed.
- All checks/payments must be mailed to the following address with a copy of the invoice to ensure receipt of payment and avoid a deposit into a different university project.

Attn: UTRGV Payment and Collections
The University of Texas Rio Grande Valley (SSB 115)
1201 W. University Drive, Edinburg, TX 78539

TERM:

The term of this Contract begins on the Effective Date and expires on **March 31, 2021**.

NOTICES:

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

If to Receiving Party:

District Name: _____
Attention: _____ (District Office Contact)
Title: _____
Secretary: _____
Phone: _____
Fax: _____
Email: _____

with copy to:

Attention: _____
Title: _____
Secretary: _____
Phone: _____
Fax: _____
Email: _____

If to Performing Party: The University of Texas Rio Grande Valley
 1201 W. University Drive
 Edinburg, TX 78539
 Attention: Rick Anderson
 Executive VP of Finance and Administration
 Email: rick.anderson@utrgv.edu

with copy to: The University of Texas Rio Grande Valley
 1201 W. University Drive
 Edinburg, TX 78539
 Attention: Alex Valdez
 Chief Procurement Officer
 Email: alex.valdez@utrgv.edu

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

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, *Texas Government Code*, then Performing Party will send that notice to Receiving Party as indicated in above contact information.

TERMINATION:

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

Performing Party may terminate this Contract upon thirty (30) days' advance written notice of termination to the Receiving Party.

OTHER PROVISIONS:

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

Venue; Governing Law. Cameron County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

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

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

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

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

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

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

RECEIVING PARTY:

_____ **ISD**
By: _____
Name: _____
Title: _____
Date: _____

PERFORMING PARTY:

The University of Texas Rio Grande Valley
By: Dr. Maggie Hinojosa
Name: Dr. Maggie Hinojosa
Title: VP for Strategic Enrollment
Date: 5/18/2020

DocuSigned by:
By: Rick Anderson
Name: Rick Anderson
Title: EVP Finance and Administration
Date: 5/21/2020



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 548-8000

Dr. René Gutiérrez
Superintendent

Item Description:

**Interlocal Cooperation Contract between
The University of Texas-Rio Grande Valley & Brownsville I.S.D.
For the Texas Prefreshman Engineering Program (TexPREP)**

Approved

Regular Board Meeting 06/16/2020

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.

BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 6/16/20

Item Title: 2020-2021 Contracts between BISD X Action
Adult Continuing Education Department and Information
CDCB YouthBuild Brownsville, TSC and TSTC Discussion

BACKGROUND:

The Brownsville ISD Adult Continuing Education Department is requesting approval to enter into contractual agreement with come dream. come build (CDCB) YouthBuild Brownsville, Texas Southmost College (TSC) and Texas State Technical College-Harlingen (TSTC) during the fiscal year 2020-2021. The program will run from July 1, 2020 to June 30, 2021. CDCB, TSC, and TSTC-Harlingen will provide Integrated Education and Training to High School Equivalency students in Adult Basic Education/Adult Secondary Education that leads to a Recognized Postsecondary Credential in the Cameron County area. These instructional services shall be provided pursuant to consistent courses of study that record student profile data, recruitment, retention and measurement of student progress. Funds under this agreement are from federal sources. The following is provided in compliance with the Department of Education Appropriations Act, Texas Workforce Commission Grant Application guidelines and procedures, and Brownsville Independent School District provisions.

FISCAL IMPLICATIONS:

Federal Funds/ Grant Fund-309 - Texas Workforce Commission Adult Education and Family Literacy Act

come dream. come build(CDCB) YouthBuild Brownsville - \$62,224.00
Texas Southmost College (TSC) - \$57,000.00
Texas State Technical College (TSTC) - \$43,000.00
\$162,224.00

RECOMMENDATION:

Recommend approval to enter into contractual agreement with cdcB come dream. come build YouthBuild Brownsville, Texas Southmost College and Texas State Technical College to begin providing High School Equivalency instructional services along with Career Pathways and certification to adults in the Cameron county area in the amount not to exceed \$162,224.00

Approved for Submission to Board of Education:

Submitted by: Principal/Program Adm.

Dr. René Gutiérrez, Superintendent

Recommended by: Asst. Supt./CFO

Reviewed by: Staff Attorney

Approved by: Deputy Superintendent

Minerva Almanza

From: Sara Celis
Sent: Thursday, June 11, 2020 8:02 AM
To: Baltazar Salazar
Cc: Minerva Almanza
Subject: Adult Continuing Education - Contracts
Attachments: Ozanam Educational Center 2020-2021.pdf; Parental and Family Engagement 2020-2021.pdf; Paseo Pointe Apts 2020-2021.pdf; Prospera Housing Community 2020-2021.pdf; Rich Products 2020-2021.pdf; San Benito Housing Authority 2020-2021.pdf; Santa Maria ISD 2020-2021.pdf; Sunset Haven Apts 2020-2021.pdf; TSC 2020-2021.pdf; Valley Regional Medical Center 2020-2021.pdf; Workforce Solutions Cameron 2020-2021.pdf; Youth Connection Program 2020-2021.pdf

The 2nd batch of agreements from Adult Continuing Education pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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From: Sara Celis
Sent: Wednesday, June 10, 2020 2:47 PM
To: Baltazar Salazar <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Adult Continuing Education - Contracts

Good afternoon Mr. Salazar,

The attached are the second set of agreements from Adult Continuing Education pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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Minerva Almanza

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Thursday, June 11, 2020 2:30 PM
To: Minerva Almanza
Cc: Sara Celis; Patricia Perez
Subject: Re: Adult Continuing Education - Contracts

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mrs. Celis,

I have reviewed and approval all attached Continuing Adult Education agreements for signature.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

...loyal, faithful and aggressive representation...

On Thursday, June 11, 2020, 11:17:06 AM CDT, Minerva Almanza <malmanza1@bisd.us> wrote:

Sir, as per Pat please reply immediately.

Thank you

Minnie

From: Sara Celis
Sent: Thursday, June 11, 2020 8:02 AM
To: Baltazar Salazar <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Adult Continuing Education - Contracts

The 2nd batch of agreements from Adult Continuing Education pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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From: Sara Celis
Sent: Wednesday, June 10, 2020 2:47 PM
To: Baltazar Salazar <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Adult Continuing Education - Contracts

Good afternoon Mr. Salazar,

The attached are the second set of agreements from Adult Continuing Education pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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Minerva Almanza

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Thursday, June 11, 2020 2:40 PM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: 3rdRequest: Adult Continuing Education - Contracts

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Mrs. Celis,

I approve all agreements except, the Cameron County Park and Come Dreams. All others are ready for signature.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

...loyal, faithful and aggressive representation...

On Thursday, June 11, 2020, 08:00:50 AM CDT, Sara Celis <scelis@bisd.us> wrote:

Good morning Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521



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The Brownsville Independent School District does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.

From: Sara Celis
Sent: Wednesday, June 10, 2020 10:38 AM
To: Baltazar Salazar <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 2nd Request: Adult Continuing Education - Contracts

Good morning Mr. Salazar,

The attached agreements are pending your review and approval.

*More to follow

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521



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From: Sara Celis
Sent: Tuesday, June 09, 2020 10:48 AM
To: 'Baltazar Salazar' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanzal@bisd.us>
Subject: Adult Continuing Education - Contracts

Good morning Mr. Salazar,

The attached agreements are pending your review and approval.

*More to follow

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521



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Minerva Almanza

From: Sara Celis
Sent: Thursday, June 11, 2020 8:00 AM
To: Baltazar Salazar
Cc: Minerva Almanza
Subject: 3rdRequest: Adult Continuing Education - Contracts
Attachments: 19-20 Sub Contractual Agreement 3rd part.pdf; AARP 2020-2021.pdf; Abundant Life Church 2020-2021.pdf; Cameron County Parks and Recreation 2020-2021.pdf; Careera and Technical Education 2020-2021.pdf; Come Dream 2020-2021.pdf; Guidance and Counseling 2020-2021.pdf; Hacienda Del Sol Apts 2020-2021.pdf; Harlingen CISD 2020-2021.pdf; Harlingen Housing Authority 2020-2021.pdf; La Feria ISD 2020-2021.pdf; La Villita Apts 2020-2021.pdf; Los Fresnos CISD 2020-2021.pdf

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From: Sara Celis
Sent: Wednesday, June 10, 2020 10:38 AM
To: Baltazar Salazar <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 2nd Request: Adult Continuing Education - Contracts

Good morning Mr. Salazar,

The attached agreements are pending your review and approval.

*More to follow

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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Sent: Tuesday, June 09, 2020 10:48 AM
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Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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**AGREEMENT FOR FEDERAL (ADULT EDUCATION
AND FAMILY LITERACY ACT) PROGRAM
INSTRUCTIONAL SERVICES
BETWEEN
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
AND
COME DREAM. COME BUILD/YOUTHBUILD**

Preamble

The Brownsville Independent School District (BISD) is a public education institution of the State of Texas. BISD is currently located in Cameron County and has its main administrative office at 1900 E. Price Rd, Brownsville, Texas 78521. As a governmental entity, BISD possesses governmental immunity for the torts and negligence of its officers, employees and agents and no such officer, employee or agent shall be empowered to waive such immunity or cause BISD to be stopped from claiming such immunity. BISD is committed to providing the citizens, governments, community and business entities it serves with quality educational, family literacy, college transition, vocational/technical training and related services.

This Agreement defines the time of performance and expected outcomes approved by the Brownsville Independent School District, hereafter referred to as the CONTRACTOR, and cdc/YouthBuild hereafter referred to as the SERVICE PROVIDER, based on the twelve-month allocation for services and limited to the Cameron County geographic service area. All operations and commitments in this Agreement come under the federally funded Adult Education and Family Literacy Act (AEFLA) program defined under Title II of the Workforce Investment Act of 1998. This Agreement governs the parties hereto regarding budgetary, program, reporting, and all other relevant issues. It is recognized and agreed to by both parties that this Agreement is subject to the program design contained in the FY 2020-2021 annual grant application as approved by the Texas Workforce Commission (TWC); BISD policies and regulations; regulations governing adult literacy programs by the TWC under authority of state regulations, and any regulations or laws of the state of Texas, or federal regulations, affecting this section 231 Federal literacy funding under the Request for Proposal/Application (RFP/A), submitted by BISD as the fiscal agent for the Adult Continuing Education Consortium for Cameron County (BISDACE-CCC), any amendments thereafter made to these regulations, and other official written pronouncements issued by the Texas Workforce Commission. The Provisions and Assurances incorporated into this Agreement by reference, and adherence thereto is part of the performance agreed to by the SERVICE PROVIDER.

WITNESSETH THAT:

WHEREAS, CONTRACTOR desires to engage the SERVICE PROVIDER to render Adult Basic Education (ABE), Adult Secondary Education (ASE), and Texas Certificate of High School Equivalency (TxCHSE) instruction to adult learners as defined under section 231 of the Adult Education and Family Literacy Act, P.L.105-220 Title II, by the Texas Education Code, Chapter 29, Subchapter H, Section 29.251 et. seq., and the Texas State Plan for Adult Literacy from Texas Workforce Commission, and the SERVICE PROVIDER desires to perform such services.

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

I. ALLOCATION

Funds under this Agreement are from federal sources. The following is provided in compliance with the Department of Education Appropriations Act, Texas Workforce Commission Grant Application guidelines and procedures, and Brownsville Independent School District provisions. Participants in these projects must use the following format in identifying their program participation: when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state in such written documents.

II. SCOPE OF SERVICE

The SERVICE PROVIDER, during the term of this contract, will provide needed instructional services to adults under the federally funded adult education programs of the CONTRACTOR. These instructional services shall be provided pursuant to consistent courses of study that record student profile data, recruitment, retention and the measurement of student progress.

The SERVICE PROVIDER shall provide these instructional services:

Certification and Career Pathways through Integrated Education and Training/certification with contextualized instruction and Job Skills Training.

The SERVICE PROVIDER, during the term of this contract, will assign one ABE/ASE instructor to provide the contextualized instruction geared towards the SERVICE PROVIDER'S cohort certification courses. The ABE/ASE instructor will offer contextualized instruction for the Integrated Education and Training/certification classes offered by cdcB/YouthBuild. All students will be required to receive instruction by the designated instructor at least once per week.

The SERVICE PROVIDER shall provide these instructional services:

Adult Basic Education:

Beginning Literacy Beginning Low Intermediate High Intermediate

Adult Secondary Education:

Low High

There must be at least 9 or more unduplicated student count per class, eligible out-of-school adult participants beyond the compulsory school age at cdcB/YouthBuild during the term of this agreement. Unduplicated is defined as adults who have not previously been counted during the current federal fiscal year. The SERVICE PROVIDER shall document efforts to recruit learners in a reasonable proportion to the distribution ratios set forth in the application. If SERVICE PROVIDER provides instructional services to students who receive instructional services from other entities that participate in the adult education program administered by the Texas Workforce Commission, the SERVICE PROVIDER shall be responsible for recording learner attendance and continuing progress and achievement in the state Texas Educating Adults Management System (TEAMS) database. Moreover,

each course offered by SERVICE PROVIDER should have a minimum average daily attendance of 9 students.

The SERVICE PROVIDER shall target the general project objectives within the population served and the methodology employed:

1. Shall be aware that an eligible individual refers to an individual eligible to receive AEL services, as authorized under Title II of the Workforce Innovation and Opportunity Act. This refers to an eligible individual who has attained 19 years of age unless specifically exempted from compulsory school attendance by Texas Education Code §25.086 and
 - is basic skills deficient;
 - does not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education; or
 - is an English language learner.
2. Shall be aware that individuals who have a secondary school diploma or its recognized equivalent are eligible for AEL services if those individuals are basic skills deficient or English language learners.
3. To participate in coordinated outreach and recruitment activities to achieve or exceed the minimum enrollment levels recorded above.
4. To attain the following retention goals:
 - **100%** of the targeted students enrolled will participate in a baseline assessment.
 - Students enrolled in cdcB/YouthBuild industry recognized credential courses will attend a minimum of **12 hours** of remediation and contextualized instruction by Service Provider's ABE/ASE instructor.
 - At least **80%** of the students enrolled in industry recognized credential courses will receive an industry recognized credential that will count as a Measureable Skills Gains for Adult Education and Literacy purposes.
5. To assure ABE/ASE students meet state performance measures by completing the entry level and move to the next level in the same proportion as shown on the charts below (these percentages represent current program year targets and will be updated once Federal and State Performance Measures and their associated targets are released on or before the start of the new program year):

Adult education program accountability in the State of Texas follows the principles and guidelines that are outlined in the National Reporting System (NRS) for Adult Education. These measures provide evidence of student achievements from attending adult education programs, and serve as indicators of program performance. The required achievement level is expressed as a percentage of those students who have a progress assessment. If the provider meets the minimum target goals as proposed by the State of Texas to the United States Department of Education (USDE) across all the discipline

areas, then the chart below would represent the approximate number of persons (and the percent) who would demonstrate progress in the designated assessments:

ABE/ASE	PY'19 OCTAE Target	PY'19 Q1-3 Sub-Target	PY'19 Q4 Sub-Target
ABE High Intermediate	48%	53.5%	19.8%
ASE Low	52%	56.4%	21.9%
ASE High	37%	38.1%	14.0%

The targets for adult learners demonstrating completion of entry levels, without reference to the standard error of measurement between baseline and progress testing, are defined as a federal indicator for program excellence. The required completion level is expressed as a percentage of all students enrolled and having a baseline placement assessment and progress assessment in which student has made a level gain according to the NRS. The chart below represents the Performance Measures for each beginning functioning level:

Educational Functioning Level	PY'19 OCTAE Target	PY'19 Q1-3 Sub-Target	PY'19 Q4 Sub-Target
ABE Level 1	54%	62.3%	20.9%
ABE Level 2	49%	55.7%	24.4%
ABE Level 3	52%	58.8%	24.4%
ABE Level 4	48%	53.5%	19.8%
ASE Level 5	52%	56.4%	21.9%
ASE Level 6	37%	38.1%	14.0%
ESL Level 1	55%	59.0%	30.9%
ESL Level 2	55%	58.7%	29.6%
ESL Level 3	59%	62.4%	32.8%
ESL Level 4	57%	60.3%	31.1%
ESL Level 5	49%	52.1%	23.8%
ESL Level 6	46%	48.8%	24.8%

- To work with learners in planning for academic, training, and career goals. The SERVICE PROVIDER will meet the following federal and state measures, as appropriate for the level of instruction offered (these measures are anticipated to change under the Workforce Innovation and Opportunity Act regulations on or before the start of the new program year):

Outcome Targets		
Name	Description	Target
Employed/Enrolled in Q2 Post-Exit	The number of participants who exited during the reporting year who are employed or enrolled in postsecondary education in the second quarter after exit (numerator) divided by the number of participants who exited during the reporting period (denominator)	34%
Employed/Enrolled in Q2-Q4 Post-Exit	The number of participants who exited during the reporting year who were found to be employed or enrolled in postsecondary education in the fourth quarter after exit (numerator) divided by the number of participants who exited during the reporting year who were found to be employed or enrolled in postsecondary education in the second quarter after exit (denominator)	83%
Credential Rate	The number of participants who exited during the reporting period who obtained a recognized postsecondary credential during the program or within one year after exit PLUS those who were in a secondary education program at or above the 9 th grade level and obtained a recognized high school equivalency during the program or within one year after exit and were also employed, or in an education or training program leading to a recognized postsecondary credential within one year after exit (numerator) divided by the number of participants enrolled who exited during the reporting period (denominator)	34.5%

7. To assure student portfolios will be used as a self-assessment and goal setting tool by the learners and will also give instructional staff insight into the needs and progress of the student through the learners' eyes.
8. To commit to incorporate real world competencies into its delivery system, will introduce staff to Integrated Education and Training for adult education and encourage staff participation in training of Career Pathways. Will offer Career Pathways and/or certification classes for employment to Adult Students to in the High School Equivalency/GED program.

9. To participate in quarterly and other periodic meetings of the BISD ACE Consortium for Cameron County (BISDACE-CCC) and represent your site as the representative to participate in trainings, and meetings as they become available.
10. To design instruction with an annual goal of serving a minimum of 25 ABE/ASE students a minimum of 1000 contact hours as an estimate based on the required 40 contact hours of the program multiplied by the 25 students to be served. The ABE/ASE instructor will serve students a minimum of once per week for remediation or contextualized instruction for each Career Pathway. Each student enrolled in a certification class must receive 40 hours of ABE/ASE contextualized instruction or an industry recognized credential, whichever comes first, in order to achieve a Measureable Skills Gain required for Adult Education and Literacy purposes. The Service Provider will serve students from July 1, 2020-June 30, 2021. This goal would produce a cost-effective program of **\$64,224**. (SEE APPENDIX A). Additional funds may be provided throughout the school year to serve additional students should the Texas Workforce Commission make additional funding available.

Proposed Average ABE/ASE Contact Hours	40
X Minimum Number of Students to be served	25
ESTIMATED TOTAL CONTACT HOURS	1000

Planning for Service Compliance Envisions
25 or more students enrolled in High School Equivalency, and:
25 or more students enrolled in certification classes

11. There will be 1 instructional site, at cdcB/YouthBuild Campus, with additional sites within Cameron County allowable upon approval by the CONTRACTOR. Subsequent sites must be justified through community needs assessment and within budget.
12. Types of classes:

Learning Centers	One-On-One Tutoring	Developmental Lab	Distance Learning
Small Group	Large Group	Technology Lab	Functioning Levels

13. Other services available, but not necessarily paid for through these funds are as follows:

Career Assessment	College Transition	Student Support Services	Case Management
Community Transportation	Employment Preparation	Counseling	Recruitment

14. The SERVICE PROVIDER **will not** utilize instructional staff not having a bachelor's degree. The affirmation of the above shall be shown in the job descriptions which indicate the qualifications, teaching experience, and responsibilities for all paid and volunteer staff providing services leading to supervisory, support or contact-generating activities. Proof of hire for personnel who meet state qualifications will be reported quarterly to the CONTRACTOR, including date of hire and professional development information. The SERVICE PROVIDER acknowledges that expenditures for related staff expenses cannot be reimbursed until after such proof of hire is supplied. All staff must complete required professional development hours in compliance with the grant. Failure to meet professional development requirements by SERVICE PROVIDER can result in termination of Agreement by CONTRACTOR.

15. To assure that all documentation regarding students, staff, and staff development activities required by TWC, Technical Assistance Visits, the BISDACE-CCC, or entered into TEAMS or other evaluative method will be provided in a timely fashion. Duplicative and unnecessary reporting systems will be discouraged. Failure to provide fiscal and/or program reporting documentation needed to monitor the program's quality and accountability will result in a delay or withholding of the reimbursement process and will jeopardize the SERVICE Provider's continued participation in the BISDACE-Consortium for Cameron County and will allow for a recommendation from the fiscal agent director for the termination of the agreement between the SERVICE PROVIDER and the CONTRACTOR or the de-obligation of a portion of the unused funds.

16. To exercise responsibility for the staff development requirements in order to accomplish the instructional goals of the project and satisfy fiscal compliance standards as outlined below. The CONTRACTOR shall be responsible for preparing, providing or identifying TCALL staff development opportunities for all project staff, for communicating such opportunities to the SERVICE PROVIDER, for reporting to TWC staff participation in staff training as well as approving activities identified by the SERVICE PROVIDER, and for fulfilling reimbursement procedures related to staff expenses that are budgeted. The SERVICE PROVIDER will report approved staff development hours to the CONTRACTOR to be entered in the TEAMS system. All AEL directors, supervisors, staff with program oversight, and instructional staff holding a Texas teacher's certificate will attend at least 15 hours of in-service by May 22, 2021. Teachers who are new to Adult Basic Education must acquire 3 professional development hours in the area of principles of learning and 3 hours in the area of literacy instruction within the first 30 days from the hired date. Staff members lacking a teaching certificate will also be required to obtain 15 hours of in-service by May 22, 2021. Staff providing support services or college and career transitional support is required to complete 3 professional development hours. Staff assigned test proctoring or data entry duties are also required to acquire 3 professional development hours related to their primary job duties. SERVICE PROVIDER shall request an in-service waiver for individual staff members who begin employment late in the year or who separate from the project early in the year from BISDACE-CCC Director. No reimbursements will be made by CONTRACTOR in FY 2020-2021 based on expenses for staff that had not fulfilled in-service requirements

during FY 2020-2021. Information pertaining to new teacher professional development completion will be entered into TEAMS by the CONTRACTOR and kept on file by the SERVICE PROVIDER. If the SERVICE PROVIDER does not show evidence of a new hire's participation in professional development prior to employment, reimbursement for that staff member's salary by CONTRACTOR will be curtailed and payment of that person will become the exclusive responsibility of SERVICE PROVIDER. Those staff members who have not achieved at least partial required in-service hours by the first quarter of service will not qualify for reimbursement to the SERVICE PROVIDER until they fulfill that requirement. Professional development guidelines reflect current requirements and are subject to change to ensure program maintains compliance with the release of policy updates from TWC.

17. The SERVICE PROVIDER must comply with the Adult Education Grant Guidelines and will be monitored by the CONTRACTOR and the BISDACE-CCC Director. The SERVICE PROVIDER will provide timely documentation and submission of the proper paperwork and data entry including but not limited to the Quarterly Attendance and Assessments results, Quarterly TEAMS Achievement, Fiscal Cost Reimbursement, Separation/Exit, annual Student Program Evaluation Survey results and other compliance reports.
18. The CONTRACTOR will serve as fiscal agent and lead agent of the consortium. The SERVICE PROVIDER will cooperate with the CONTRACTOR's efforts to perform the following duties:
 - manage the federal funds and allowable cost reimbursements
 - provide grant application and guidelines to SERVICE PROVIDERS
 - provide orientation and/or technical assistance as appropriate
 - monitor compliance with program regulations
 - monitor program quality
 - submit composite financial and performance reports to the BISD, and
 - assemble a minimum of 2 annual meetings
 - visit with SERVICE PROVIDER monthly to evaluate program implementation, TWC requirements and provide technical assistance
 - other activities, as appropriate
19. The SERVICE PROVIDER organization will be evaluated monthly on the criteria set forth via the National Reporting Systems benchmarks, and other criteria as set out by TWC, and BISDACE-CCC. When such benchmarks are not met, technical assistance will be given to help the SERVICE PROVIDER to explore avenues to increase its level of performance. This technical advisement process will be based on performance in each quarter. If advisement does not result in sufficient improvement by the end of the next quarter, the fiscal agent, BISD, may de-obligate the remaining funds from organizations performing below expectations and reallocate them to other agencies on a competitive basis based on performance and the CONTRACTOR may exercise its option to terminate the Agreement.

The objectives listed above and in the application for these funds are subject to modification pursuant to Texas Workforce Commission clarification or modification in the course of the program year. All objectives in the application become objectives for the SERVICE PROVIDER in order to do its part in helping the Bisdace-CCC achieves the goals and objectives announced therein.

III. OBJECTIVES AND REGULATIONS

In addition to the technical and regulatory assurance included in the application, the SERVICE PROVIDER will cooperate with the successful operation of the program as set out in the application and approved by the Texas Workforce Commission (TWC). The above-named organization affirms that these funds are used to supplement current and past service and not to supplant them, and evidence to this effect will be shown upon request to Bisdace-CCC, TWC or other applicable audit authorities.

IV. BUDGETING, PERFORMANCE AND INTENSIVE TECHNICAL ASSISTANCE

The process for the above-mentioned paragraph will be as follows:

- 1) The SERVICE PROVIDER has developed, herein, a requested budget for a period of 12 months.
- 2) The SERVICE AGENT's initial conditional agreement will be for twelve months (July 1, 2020 – June 30, 2021).
- 3) The SERVICE PROVIDER will develop a written plan to operate from 25% of the 12-month budget for every quarter of this agreement. Continuation of the agreement will be contingent upon performance in each quarter. Lack of performance in any quarter may lead to de-obligation or termination of SERVICE PROVIDER's agreement at the end of the next quarter. This clause will not waive any other rights of termination by either of the two parties.
- 4) The relevant information regarding accounting is defined in the OMB circulars referenced in the funding application. Adherence to these standards will be of extreme importance. *Office of Management and Budget (OMB) Circular A-133 and the State of Texas Single Audit Circular in Part IV of the Uniform Grant Management Standards (UGMS) require awarding entities to determine whether an arrangement resulting from a particular award that the awarding entity makes to another organization creates a sub-recipient or vendor relationship between the awarding entity and that organization. Both OMB and UGMS define the term "sub-recipient." The information below expands on the guidance provided by OMB Circular A-133 and UGMS. **General-** Both OMB and UGMS require sub-recipients (other than for-profit sub-recipients) that meet established expenditure thresholds to obtain a Single Audit. A Single Audit includes a financial audit as well as compliance testing. While for-profit sub-recipients are exempt from Single Audit requirements, they are not exempt from compliance requirements, or from other audit or*

monitoring requirements that a program statute or the resulting agreement require in order to verify the for profit-sub-recipient's compliance with applicable program requirements. It is important that accurate classifications be made early in the purchasing process. Early determination facilitates the request and consideration of appropriate information during the selection process, and impacts whether the resulting agreement includes appropriate terms and conditions that require compliance with program requirements. The responsibilities contracted to an organization ultimately affect the level of oversight that needs to occur by the awarding entity in order to best manage risks that impact a program's integrity and overall success. **Definitions**-The term "sub-recipient" has the meanings in OMB Circular A-133 §__.105 and UGMS, Part IV §__.105: Sub-recipient – an entity that expends awards received from a pass-through entity to carry out a program. In other words, as found in the OMB Circular A-133 Compliance Supplement, "a sub-recipient relationship exists when funding from a pass-through entity is provided to perform a portion of the scope of work or objectives of the pass-through entity's award agreement with the...awarding agency." (A pass-through entity is an entity that provides an award to a sub-recipient to carry out a program.) **Indicative Characteristics**-The guidance provided by OMB Circular A-133 and UGMS identifies characteristics that are indicative of sub-recipient relationships. cdc/YouthBuild is considered the "sub-recipient" but will be referred to as the "SERVICE PROVIDER" in this document. Brownsville ISD Adult Continuing Education will be considered the "pass-through entity" but will be referred to as the "CONTRACTOR" in this document. The following guidance expands on the guidance provided by OMB and UGMS by including examples that further describe each characteristic.

Sub-recipient

- I. Determines who is eligible to receive what financial assistance. For example:
 - a. Organization determines whether a potential customer meets a program's eligibility requirements for assistance under that program.
- II. Has its performance measured against whether it meets the objectives of the program. For example:
 - b. Awarding entity holds the organization responsible for meeting performance targets that are tied to program objectives.
 - c. Awarding entity holds the organization responsible for meeting expenditure targets to maximize the use of program funding.
 - d. Awarding entity requires organization to submit regular oral or written progress reports and/or explanations of variance relating to program objectives and/or fund maximization.
 - e. Awarding entity may sanction the organization if program objectives are not met.
 - f. Organization must submit a comprehensive closeout package at the end of the agreement.
- III. Has responsibility for programmatic decision making. For example:
 - g. Organization has latitude to make decisions within terms of agreement.
 - h. Organization makes policy decisions governing how it carries out a program.
 - i. Organization makes operational decisions governing how it carries out a program.

- j. Organization makes decisions regarding the appropriate assistance for a particular customer.
- IV. Has responsibility for adherence to applicable program requirements. For example:
- k. Awarding entity holds the organization responsible for compliance with applicable program statutes, regulations, rules, policies (including local policies) and guidance.
 - l. Organization receives technical assistance or training from the awarding entity relating to program requirements.
 - m. Awarding entity monitors the organization for compliance with applicable program requirements.
- V. Uses the funds to carry out a program of the organization as compared to providing goods or services for a program of the awarding entity. For example:
- n. Organization performs all or a portion of the scope of work or objectives of the award received by the awarding entity.
 - o. Organization's role requires more than dealing, distributing or selling goods or services that support a program.
 - p. Awarding entity identifies the organization's programmatic involvement as a separate scope of work and budget that must be approved by the awarding entity.
- 5) The SERVICE PROVIDER will maintain separate documentation for fiscal and program aspects of the programs funded through different grants. All such documentation will be made available for monitoring by BISDACE-CCC, TWC, and other auditing entities. This includes all documentation mentioned in this document and the application (including, but not limited to portfolios, accounting, etc.) Not allowing CONTRACTOR accesses to such records is cause for CONTRACTOR to terminate the agreement.
- 6) If the SERVICE PROVIDER does not meet 100% of the 2020-2021 program year Performance Targets but met at least 50% of the Performance Targets, it will receive intensive technical assistance to help enable the agency to meet 2021-2022 program performance targets should a subsequent contract be offered. Technical assistance will come from the BISDACE-CCC Director, Lead Teachers, Professional Development Training, and Texas Workforce Commission Program Specialist to address management and instructional restructuring issues. While advice and examples may be given through this technical assistance, the SERVICE PROVIDER is responsible for implementing a plan that will be advantageous to the agency.
- 7) The SERVICE PROVIDER will have until December 13, 2020 to demonstrate that it is meeting program year 2020-2021 benchmarks. Agencies not performing or billing in proportion to the part of the year elapsed will be required to produce and submit a program improvement plan to the CONTRACTOR to show how contract obligations will be completed during the contract year.
- 8) Agreements for SERVICE PROVIDERS participating under technical assistance as defined under paragraph 6 above who are not meeting program year 2020-2021 performance measure may not be continued for the third quarter of the program year.

As indicated above, a quarterly review may lead to de-obligation of the SERVICE PROVIDER's remaining budget, upon unsuccessful intensive technical assistance on either state or federal plans. The empirical results documented upon providing intensive technical assistance rendered after review of SERVICE PROVIDERS's proposed Program Improvement Plan action will be the process for CONTRACTOR recommendation for partial or complete de-obligation of remaining funds. This process is performance based and does not affect the rights of the parties to sever their relationship under this agreement for lack of compliance or under any other clause contained herein.

V. DOCUMENTATION OF STAFF TIME

All personnel must be paid against a staff "sign-in/out" or other attendance roster or computer generated time clock. If staff is paid for time outside of the classroom, this activity must be documented in a log showing place visited, time spent, activity undertaken, and benefit to the program. The CONTRACTOR may review the efficacy of that form of operation. This will ensure that instructional funds are used effectively for instructional activities. All staff working on projects paid through more than one funding source must complete a time and effort report to apportion their salary among the projects. These time and effort reports must be submitted with each reimbursement package.

VI. FUNDING

The CONTRACTOR shall pay and/or reimburse the SERVICE PROVIDER for the services on a cost reimbursement basis as set forth in this Agreement. Notwithstanding anything provided herein to the contrary, it is expressly understood and agreed by both parties that payments due and owing under this Agreement are limited to those amounts for allowable INSTRUCTIONAL expenses specified in **Appendix A – cdcB/YouthBuild Budget**, and defined in job descriptions and further expressly subject to the availability and receipt of funds by the CONTRACTOR from the Texas Workforce Commission and designated for the aforementioned instructional services to adults enrolled in the literacy program. This Agreement shall be rendered void if the CONTRACTOR does not receive these funds from the Texas Workforce Commission for any reason. It is further understood that only those items specifically agreed upon in the terms and conditions of this Agreement shall be paid and/or reimbursed by the CONTRACTOR in accordance with **Appendix A – cdcB/ YouthBuild Budget**, and with the reimbursement guidelines provided by the CONTRACTOR, which include submittal of complete and accurate weekly attendance and quarterly performance reports prior to reimbursement. The reimbursement policy of the CONTRACTOR is subject to change upon 10 working-days notice by the CONTRACTOR. It is also understood that this time frame is a guideline and will be facilitated by the CONTRACTOR's Adult Education Department, but that issuance of the reimbursement check may be delayed at any point after documentation leaves its offices; thereby making the process longer than anticipated. In these cases the CONTRACTOR will be held harmless. The SERVICE PROVIDER will be reimbursed up to the contracted amount of **\$64,224** from federal funds. Should additional funds be provided throughout the school year, invoices will be reimbursed up to the additional amounts granted. These federal funds must be expended by June 30, 2021. Invoices will be submitted in original form on or before the 15th of every month to BISD ACE unless

the 15th falls on a weekend to which the following business day shall apply. The final invoice will be provided to you prior to the 4th quarter's end date.

VII. TIME AND PERFORMANCE

This Agreement shall commence and take effect on the date it is executed by the appropriate representatives for both parties and continuing through June 30, 2021, after receipt of TWC Notice of Grant Award (NOGA) and assurance of TWC allocations. This agreement shall provide the powers and duties of the parties for the grant fiscal year beginning July 1, 2020 and concluding on June 30, 2021. The appropriate representative for the CONTRACTOR shall be the Superintendent of the Brownsville Independent School District. Final requests for reimbursement covered under the terms of this Agreement must be submitted with appropriate documentation no later than July 6, 2021. Negotiation of any amendment to this Agreement is subject to availability of funds from TWC under federal and state Adult Education and Family Literacy Act funding and the need to provide instructional services by CONTRACTOR.

VIII. REPORTS, MONITORING AND STAFFING

SERVICE PROVIDER will provide CONTRACTOR with quarterly documents that CONTRACTOR deems necessary to provide to the proper state and federal agencies and that are necessary to reimburse SERVICE PROVIDER no later than five days prior to the actual deadline from TWC to this Contract. SERVICE PROVIDER shall keep on file documents that CONTRACTOR deems necessary to establish that SERVICE PROVIDER is providing courses of study as defined in Section II of this Contract. Such documents shall include, but will not be limited to, sign-in sheets signed by students, instructional staff sign-in sheets, monthly performance reports, quarterly achievement and programmatic reports and professional development sign in sheets with training agenda, and reimbursement forms. Failure of the SERVICE PROVIDER to provide the CONTRACTOR with the necessary documents shall relieve the CONTRACTOR of the obligation to reimburse the SERVICE PROVIDER. Lack of reasonable performance as determined by the CONTRACTOR shall be grounds for amending or canceling service agreements. The SERVICE PROVIDER shall permit monitoring of its instructional activities and inspection of its documents by the CONTRACTOR, the Texas Workforce Commission, and federal auditors for compliance with federal, state and local guidelines. Site walk-throughs will be conducted periodically by BISD ACE staff.

IX. RIGHTS AND RESPONSIBILITIES

Included in this Agreement are: **Appendix A – cdcB/YouthBuild Approved Budget. Appendix B - explanation of the blended and collapsed targets.** Attachments are made a part of this Agreement by reference and are incorporated into this Agreement for all purposes.

During the term of this Agreement, the CONTRACTOR may, at its option, terminate this Agreement upon giving thirty (30) working days written notice, in which event the CONTRACTOR shall be liable only for payment for instructional services performed up to the date of termination provided that these services are actually rendered and provided SERVICE PROVIDER meets its obligations to provide **copies of** documents within seven (7) working days of termination date as

required by this Agreement. Furthermore, the SERVICE PROVIDER shall be required to surrender **copies of** all documentation as well as any unused supplies and materials to the CONTRACTOR upon termination of this Agreement.

Likewise, the SERVICE PROVIDER shall have the right to terminate this Agreement upon giving thirty (30) days written notice, in which event the SERVICE PROVIDER shall be liable to the CONTRACTOR only for the performance of services as set forth in this Agreement through the date of termination and shall submit all documentation as agreed upon herein before final payment and/or reimbursement for services shall be made. Neither this agreement nor any duties or obligations hereunder shall be assignable by either party without the prior notice and written consent of the other party.

FURTHERMORE, it is hereby declared that this Agreement is entered into for the express purpose of serving adult learners in a cooperative effort and is funded through the Texas Workforce Commission based upon the availability of federal (Adult Education and Family Literacy Act) grant funds, which are state administered funds. Therefore, SERVICE PROVIDER certifies that this program will be conducted in accordance with all applicable federal, state and local laws and regulations.

By signing this Agreement, the SERVICE PROVIDER assures TWC and Brownsville Independent School District that it has direct responsibility for complying with all relevant regulations. In addition, the SERVICE PROVIDER will not discriminate in hiring or service on the basis of age, sex, race, national origin, religion, or disability. This signing also affirms that these funds are used to supplement current and past service and not to supplant them, and evidence to this affect will be shown upon request to BISDACE-CCC, TWC or other applicable audit authorities. Any expenses (including attorney's fees) incurred as a result of grievances or complaints filed against the SERVICE PROVIDER or as the result of an act or omission of the SERVICE PROVIDER (including the expenses of CONTRACTOR in defending against said complaint) shall be paid by the SERVICE PROVIDER.

X. STATE-WIDE TEAMS DATABASE AND REQUIRED ASSESSMENT

This coordination Agreement also binds the SERVICE PROVIDER to participating in the TWC statewide TEAMS and verification of student participant data. Student attendance data will be entered by the end of each week. Use of federally funded hardware and/or software, printers, etc. must be in compliance with uses allowed for equipment so purchased. The same will be inventoried with Brownsville Independent School District and revert to the fiscal agent for redistribution to the consortium if SERVICE PROVIDER should not be a consortium member for any reason. SERVICE PROVIDER also agrees to seek training in and implement the standardized assessment system initiated by TWC for use of TABE and BEST testing materials for the required baseline and progress assessments for ESL, Adult Basic Education and Texas Certificate of High School Equivalency students. It is understood that only participants who have participated in the standardized baseline assessment will be eligible to be counted for service by SERVICE PROVIDER and that participant outcomes rely on progress assessments, which will be administered after student has obtained state required contact hours.

TEAMS data sign off (DSO) for the Consortium will be conducted by the Director of the BISDACE-CCC. In order to review all data in a timely fashion and address all concerns, SERVICE PROVIDER will be asked to verify and validate the data for your program one week in advance of the quarterly due dates to TWC. TEAMS DSO dates for the SERVICE PROVIDER to correct, verify, and validate data are the following:

- 1st Quarter- October 8
- 2nd Quarter- January 8
- 3rd Quarter- April 8
- 4th Quarter (Final)- July 8

SERVICE PROVIDER agrees to implement the above procedures as a compliance issue under this funding. Failure to do so may be considered as grounds for termination of this agreement or non-inclusion in the 2020-2021 application processes.

XI. AUDIT OR EVALUATIONS

- 1) The CONTRACTOR reserves the right to conduct or cause to be conducted an independent audit of all funds received under this contract, which may be performed by the internal audit staff, a certified public accounting firm, or other auditors as designated by the CONTRACTOR. The SERVICE PROVIDER shall cooperate with all authorized auditors and shall make available all accounting and program records including supporting source documentation. Such audit will be conducted in accordance with applicable state rules and regulations, contractual guidelines, and established professional standards and practices.
- 2) SERVICE PROVIDER shall be liable to the CONTRACTOR for any costs disallowed as a result of an audit. SERVICE PROVIDER shall further be responsible for any audit exception or other payment deficiency in the program covered by the contract and all subcontracts hereunder, which is found to exist after monitoring, review, or auditing by any party as authorized by the CONTRACTOR.
- 3) SERVICE PROVIDER or the auditors that monitor or audit the SERVICE PROVIDER shall immediately report to the CONTRACTOR any incidents of fraud, abuse or potentially criminal activity in relation to the provisions of this agreement.

XII. RETENTION AND ACCESSIBILITY OF RECORDS

- 1) SERVICE PROVIDER shall maintain all records, financial management records and supporting documentation for all expenditures of funds made under this contract, in compliance with all retention and custodial requirements for records referenced in this contract.
- 2) SERVICE PROVIDER shall retain all fiscal records and supporting documents for a minimum of 5 years after final contract closeout. In the event that there is litigation or an unresolved audit discrepancy at the end of such retention period, the records will be retained until the litigation or discrepancy is resolved. If SERVICE PROVIDER should

cease to continue as a member of the consortium under funding through CONTRACTOR as fiscal agent, said records will be transferred to the custody of CONTRACTOR as provided by contract or within 15 working days, whichever occurs first.

- 3) SERVICE PROVIDER shall provide the federal auditors, state auditing agencies, the Texas Workforce Commission, the Contractor or any of their duly authorized representatives, access to and the right to examine copy or reproduce all reports and records pertaining to this contract. Such rights to access shall continue as long as the records are retained by SERVICE PROVIDER.
- 4) The CONTRACTOR shall have the right of timely and reasonable access to SERVICE PROVIDER premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview, related to all records required to be retained under this Contract.

XIII. SPECIAL PROVISIONS

- a) It is understood and agreed that Brownsville Independent School District and any other party providing services for SERVICE PROVIDER are independent contractors and neither Brownsville Independent School District nor any employee or agents contracted by it shall be deemed for any purposes to be employees or agents of any other party. The Agreement does not create a joint venture or business partnership under Texas laws. Each party assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker' compensation, disability benefits and like requirements and obligations.

- b) No Waiver of Immunity

Brownsville Independent School District neither waives nor relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its entering into this Service Agreement and performance of the functions or obligations described herein.

- c) Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

- d) No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

e) Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addresses set out above, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party. Any party may designate a different address by giving the other party prior written notice.

f) No Assignment

No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by the SERVICE PROVIDER without prior written consent and approval by the CONTRACTOR.

g) Governing Law

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Cameron County, Texas, for any action under this Agreement.

h) Indemnification

SERVICE PROVIDER agrees to indemnify and hold CONTRACTOR, its trustees and employees, harmless from all claims and liabilities made against them arising from this Agreement, to the extent permitted by the constitution and the laws of the State of Texas, that result from the acts or omissions of SERVICE PROVIDER, its agents, employees, independent contractors and students, or third parties. This indemnification includes attorney's fees and court costs.

i) Equal Opportunity

CONTRACTOR seeks to provide educational opportunities without regard to race, color, religion, national origin, sex, age or disability. This policy extends to employment and admission requirements, as well as all programs and activities supported by CONTRACTOR. The SERVICE PROVIDER, by regulation, is held to the same standard.

AGREEMENT FOR FEDERAL (ADULT EDUCATION
AND FAMILY LITERACY ACT) PROGRAM
INSTRUCTIONAL SERVICES
BETWEEN
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
AND
COME DREAM. COME BUILD/YOUTHBUILD



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Nick Mitchell-Bennett, Executive Director
Come Dream. Come Build/YouthBuild

Dr. René Gutiérrez
Superintendent

Date

3/16/20

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date

Appendix A
Come Dream. Come Build/YouthBuild
Budget Narrative 2020-2021

Come dream. Come build/YouthBuild						
Budget Narrative 2020-2021						
Adult Education and Literacy						
22 students - \$64,224						
SALARIES						
Full Time Instructor	100%	1 Position	12 months	\$		35,000
Part Time Instructor	50%	1 Position	12 months	\$		12,000
TOTAL SALARIES				\$		47,000
FRINGE BENEFITS						
Data Entry Specialist						
Full Time Instructor				\$		9,800
Part Time Instructor				\$		3,360
TOTAL FRINGE BENEFITS				\$		13,160
<i>Fringe benefits for full-time staff are computed at 30% of salary.</i>						
TOTAL SALARIES/FRINGE BENEFITS				\$		60,160
OPERATING						
General Office Supplies				\$		500
Educational Supplies				\$		500
TABE Materials/Resources				\$		500
TOTAL OPERATING				\$		1,500
Travel						
Professional Development				\$		2,564
<small>GED and PEIMS Training: (Training for Instructor and Data Entry Specialist) Cost includes mileage, conference fees, flight, hotel, shuttle and per diem)</small>						
TOTAL TRAVEL				\$		2,564
TOTAL PROGRAM COST PER YEAR				\$		64,224

Appendix B
Family Educational Rights and Privacy Act

cdcb/YouthBuild acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by cdcb/YouthBuild shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021

**AGREEMENT FOR FEDERAL (ADULT EDUCATION
AND FAMILY LITERACY ACT) PROGRAM
INSTRUCTIONAL SERVICES
BETWEEN
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
AND
TEXAS SOUTHMOST COLLEGE**

Preamble

The Brownsville Independent School District (BISD) is a public education institution of the State of Texas. BISD is currently located in Cameron County and has its main administrative office at 1900 E. Price Rd, Brownsville, Texas 78521. BISD is committed to providing the citizens, governments, community and business entities it serves with quality educational, family literacy, college transition, vocational/technical training and related services.

This Agreement defines the time of performance and expected outcomes approved by the Brownsville Independent School District, hereafter referred to as the CONTRACTOR, and Texas Southmost College hereafter referred to as the SERVICE PROVIDER, based on the twelve-month allocation for services and limited to the Cameron County geographic service area. All operations and commitments in this Agreement come under the federally funded Adult Education and Family Literacy Act (AEFLA) program defined under Title II of the Workforce Investment Act of 1998. This Agreement governs the parties hereto regarding budgetary, program, reporting, and all other relevant issues. It is recognized and agreed to by both parties that this Agreement is subject to the program design contained in the FY 2020-2021 annual grant application as approved by the Texas Workforce Commission (TWC); BISD policies and regulations; regulations governing adult literacy programs by the TWC under authority of state regulations, and any regulations or laws of the state of Texas, or federal regulations, affecting this section 231 Federal literacy funding under the Request for Proposal/Application (RFP/A), submitted by BISD as the fiscal agent for the Adult Continuing Education Consortium for Cameron County (BISDACE-CCC), any amendments thereafter made to these regulations, and other official written pronouncements issued by the Texas Workforce Commission. The Provisions and Assurances incorporated into this Agreement by reference, and adherence thereto is part of the performance agreed to by the SERVICE PROVIDER.

WITNESSETH THAT:

WHEREAS, CONTRACTOR desires to engage the SERVICE PROVIDER to render Adult Basic Education (ABE), Adult Secondary Education (ASE), and Texas Certificate of High School Equivalency (TxCHSE) instruction to adult learners as defined under section 231 of the Adult Education and Family Literacy Act, P.L.105-220 Title II, by the Texas Education Code, Chapter 29, Subchapter H, Section 29.251 et. seq., and the Texas State Plan for Adult Literacy from Texas Workforce Commission, and the SERVICE PROVIDER desires to perform such services.

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

1

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades

I. ALLOCATION

Funds under this Agreement are from federal sources. The following is provided in compliance with the Department of Education Appropriations Act, Texas Workforce Commission Grant Application guidelines and procedures, and Brownsville Independent School District provisions. Participants in these projects must use the following format in identifying their program participation: when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state in such written documents.

II. SCOPE OF SERVICE

The SERVICE PROVIDER, during the term of this contract, will provide needed instructional services to adults under the federally funded adult education programs of the CONTRACTOR. These instructional services shall be provided pursuant to consistent courses of study that record student profile data, recruitment, retention and the measurement of student progress.

The SERVICE PROVIDER shall provide these instructional services:

Certification and Career Pathways through Integrated Education and Training/certification with contextualized instruction and Job Skills Training.

The CONTRACTOR, during the term of this contract, will assign one ABE/ASE instructor to provide the contextualized instruction geared towards the SERVICE PROVIDER'S cohort certification courses. The ABE/ASE instructor will offer contextualized instruction for the Integrated Education and Training/certification classes offered by Texas Southmost College. All students will be required to receive instruction by the designated instructor at least once per week.

The CONTRACTOR shall provide these instructional services:

Adult Basic Education:

Beginning Literacy Beginning Low Intermediate High Intermediate

Adult Secondary Education:

Low High

English as a Second Language:

Beginning ESL Literacy Low Beginning ESL High Beginning ESL

Low Intermediate ESL High Intermediate ESL Advanced ESL

There must be at least 4 or more unduplicated student count per class, eligible out-of-school adult participants beyond the compulsory school age at Texas Southmost College during the term of this Agreement. Unduplicated is defined as adults who have not previously been counted during the

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current federal fiscal year. The SERVICE PROVIDER shall document efforts to recruit learners in a reasonable proportion to the distribution ratios set forth in the application. If SERVICE PROVIDER provides instructional services to students who receive instructional services from other entities that participate in the adult education program administered by the Texas Workforce Commission, the SERVICE PROVIDER shall be responsible for recording learner attendance and continuing progress and achievement in the state Texas Educating Adults Management System (TEAMS) database. Moreover, each course offered by SERVICE PROVIDER should have a minimum average daily attendance of 4 students.

The SERVICE PROVIDER shall target the general project objectives within the population served and the methodology employed:

1. Shall be aware that an eligible individual refers to an individual eligible to receive AEL services, as authorized under Title II of the Workforce Innovation and Opportunity Act. This refers to an eligible individual who has attained 19 years of age unless specifically exempted from compulsory school attendance by Texas Education Code §25.086 and
 - is basic skills deficient;
 - does not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education; or
 - is an English language learner.
2. Shall be aware that individuals who have a secondary school diploma or its recognized equivalent are eligible for AEL services if those individuals are basic skills deficient or English language learners.
3. Shall be aware that an eligible individual applying for entrance into an Institute of Higher Education is considered eligible to receive AEL services if:
 - the individual meets the definition of an eligible individual based on tests administered following the Texas AEL Assessment Guide, and
 - scores into National Reporting System levels 1–5 on TSIA for college placement in any area—reading, writing, or mathematics. (See Appendix B TEXAS WORKFORCE COMMISSION ADULT EDUCATION AND LITERACY LETTER ID/No: AEL 06-15, Change 1 Date: April 19, 2017)
4. To participate in coordinated outreach and recruitment activities to achieve or exceed the minimum enrollment levels recorded above.
5. To attain the following retention goals:

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- **100%** of the targeted students enrolled will participate in a baseline assessment.
 - Students enrolled in TSC's industry recognized credential courses will attend a minimum of **12 hours** of remediation and contextualized instruction by the Contractor's ABE/ASE instructor.
 - At least **80%** of the students enrolled in industry recognized credential courses will receive an industry recognized credential that will count as a Measureable Skills Gains for Adult Education and Literacy purposes.
6. To assure ABE/ASE students meet state performance measures by completing the entry level and move to the next level in the same proportion as shown on the charts below (these percentages represent current program year targets and will be updated once Federal and State Performance Measures and their associated targets are released on or before the start of the new program year):

Adult education program accountability in the State of Texas follows the principles and guidelines that are outlined in the National Reporting System (NRS) for Adult Education. These measures provide evidence of student achievements from attending adult education programs, and serve as indicators of program performance. The required achievement level is expressed as a percentage of those students who have a progress assessment. If the provider meets the minimum target goals as proposed by the State of Texas to the United States Department of Education (USDE) across all the discipline areas, then the chart below would represent the approximate number of persons (and the percent) who would demonstrate progress in the designated assessments:

ABE/ASE	PY'19 OCTAE Target	PY'19 Q1-3 Sub- target	PY'19 Q4 Sub-target
ABE High Intermediate	48%	53.5%	19.8%
ASE Low	52%	56.4%	21.9%
ASE High	37%	38.1%	14.0%

The targets for adult learners demonstrating completion of entry levels, without reference to the standard error of measurement between baseline and progress testing, are defined as a federal indicator for program excellence. The required completion level is expressed as a percentage of all students enrolled and having a baseline placement assessment and progress assessment in which student has made a level gain according to the NRS. The chart below represents the Performance Measures for each beginning functioning level:

Educational Functioning Level	PY'19 OCTAE Target	PY'19 Q1-3 Sub-target	PY'19 Q4 Sub-target
ABE Level 1	54%	62.3%	20.9%
ABE Level 2	49%	55.7%	24.4%
ABE Level 3	52%	58.8%	24.4%

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ABE Level 4	48%	53.5%	19.8%
ASE Level 5	52%	56.4%	21.9%
ASE Level 6	37%	38.1%	14.0%
ESL Level 1	55%	59.0%	30.9%
ESL Level 2	55%	58.7%	29.6%
ESL Level 3	59%	62.4%	32.8%
ESL Level 4	57%	60.3%	31.1%
ESL Level 5	49%	52.1%	23.8%
ESL Level 6	46%	48.8%	24.8%

7. To work with learners in planning for academic, training, and career goals. The SERVICE PROVIDER will meet the following federal and state measures, as appropriate for the level of instruction offered (these measures are anticipated to change under the Workforce Innovation and Opportunity Act regulations on or before the start of the new program year):

Outcome Targets		
Name	Description	Target
Employed/Enrolled in Q2 Post-Exit	The number of participants who exited during the reporting year who are employed or enrolled in postsecondary education in the second quarter after exit (numerator) divided by the number of participants who exited during the reporting period (denominator)	34%
Employed/Enrolled in Q2-Q4 Post-Exit	The number of participants who exited during the reporting year who were found to be employed or enrolled in postsecondary education in the fourth quarter after exit (numerator) divided by the number of participants who exited during the reporting year who were found to be employed or enrolled in postsecondary education in the second quarter after exit (denominator)	83%
Credential Attainment	The number of participants who exited during the reporting period who obtained a recognized postsecondary credential during the program or within one year after exit PLUS those who were in a secondary	34.5%

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	education program at or above the 9 th grade level and obtained a recognized high school equivalency during the program or within one year after exit and were also employed, or in an education or training program leading to a recognized postsecondary credential within one year after exit (numerator) divided by the number of participants enrolled who exited during the reporting period (denominator)	
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8. To assure student portfolios will be used as a self-assessment and goal setting tool by the learners and will also give instructional staff insight into the needs and progress of the student through the learners' eyes.
9. To commit to incorporate real world competencies into its delivery system, will introduce staff to Integrated Education and Training for adult education and encourage staff participation in training of Career Pathways. Will offer industry recognized credentials and/or certification classes for employment to Adult Students in the High School Equivalency/GED program.
10. To participate in quarterly and other periodic meetings of the BISD ACE Consortium for Cameron County (BISDACE-CCC) and represent your site as the representative to participate in trainings, and meetings as they become available.
11. To support the ABE/ASE instruction with an annual goal providing a minimum of 880 contact hours as an estimate based on the required 40 contact hours of the program multiplied by a minimum of 22 students to be served. The ABE/ASE instructor will serve students a minimum of once per week for remediation or contextualized instruction during each cohort period. Each student enrolled in an industry recognized credential course must receive either 40 hours of ABE/ASE contextualized instruction or an industry recognized credential, whichever comes first in order to achieve a Measurable Skills Gains required for Adult Education and Literacy purposes. The CONTRACTOR'S commitment ends once TSC meets the 22 student minimum. This goal would produce a cost-effective program of **\$57,000**. (See **Appendix A**). Additional funds may be provided throughout the school year to serve additional students should the Texas Workforce Commission make additional funding available.

Proposed Average ABE/ASE Contact Hours	40
X Minimum Number of Students to be served	22
ESTIMATED TOTAL CONTACT HOURS	880

Planning for Service Compliance Envisions

6

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22 or more students enrolled in High School Equivalency, and/or:
22 or more students enrolled in a certification course

12. There will be 1 instructional site, at Texas Southmost College Campus, with additional sites within Cameron County allowable upon approval by the CONTRACTOR. Subsequent sites must be justified through community needs assessment and within budget.

13. Types of classes:

Learning Centers	One-On-One Tutoring	Developmental Lab	Distance Learning
Small Group	Large Group	Technology Lab	Functioning Levels

14. Other services available, but not necessarily paid for through these funds are as follows:

Career Assessment	College Transition	Student Support Services	Case Management
Community Transportation	Employment Preparation	Counseling	Recruitment

15. To assure that all documentation regarding students, staff, and staff development activities required by TWC, Technical Assistance Visits, the BISDACE-CCC, or entered into TEAMS or other evaluative method will be provided in a timely fashion. Duplicative and unnecessary reporting systems will be discouraged. Failure to provide fiscal and/or program reporting documentation needed to monitor the program's quality and accountability will result in a delay or withholding of the reimbursement process and will jeopardize the SERVICE Provider's continued participation in the BISDACE-Consortium for Cameron County and will allow for a recommendation from the fiscal agent director for the termination of the agreement between the SERVICE PROVIDER and the CONTRACTOR or the de-obligation of a portion of the unused funds.

16. The SERVICE PROVIDER must comply with the Adult Education Grant Guidelines and will be monitored by the CONTRACTOR and the BISDACE-CCC Director. The SERVICE PROVIDER will provide timely documentation and submission of the proper

paperwork and data entry including but not limited to the Quarterly Attendance and Assessments results, Quarterly TEAMS Achievement, Fiscal Cost Reimbursement, Separation/Exit, annual Student Program Evaluation Survey results and other compliance reports.

17. The CONTRACTOR will serve as fiscal agent and lead agent of the consortium. The SERVICE PROVIDER will cooperate with the CONTRACTOR's efforts to perform the following duties:
 - manage the federal funds and allowable cost reimbursements
 - provide grant application and guidelines to SERVICE PROVIDERS
 - provide orientation and/or technical assistance as appropriate
 - monitor compliance with program regulations
 - monitor program quality
 - submit composite financial and performance reports to the BISD, and
 - visit with SERVICE PROVIDER monthly to evaluate program implementation, TWC requirements and provide technical assistance
 - other activities, as appropriate

18. The SERVICE PROVIDER organization will be evaluated monthly on the criteria set forth via the National Reporting Systems benchmarks, and other criteria as set out by TWC, and BISDACE-CCC. When such benchmarks are not met, technical assistance will be given to help the SERVICE PROVIDER to explore avenues to increase its level of performance. This technical advisement process will be based on performance in each quarter. If advisement does not result in sufficient improvement by the end of the next quarter, the fiscal agent, BISD, may de-obligate the remaining funds from organizations performing below expectations and reallocate them to other agencies on a competitive basis based on performance and the CONTRACTOR may exercise its option to terminate the Agreement.

The objectives listed above and in the application for these funds are subject to modification pursuant to Texas Workforce Commission clarification or modification in the course of the program year. All objectives in the application become objectives for the SERVICE PROVIDER in order to do its part in helping the BISDACE-CCC achieves the goals and objectives announced therein.

III. OBJECTIVES AND REGULATIONS

In addition to the technical and regulatory assurance included in the application, the SERVICE PROVIDER will cooperate with the successful operation of the program as set out in the application and approved by the Texas Workforce Commission (TWC). The above-named organization affirms that these funds are used to supplement current and past service and not to supplant them, and evidence to this effect will be shown upon request to BISDACE-CCC, TWC or other applicable audit authorities.

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IV. BUDGETING, PERFORMANCE AND INTENSIVE TECHNICAL ASSISTANCE

The process for the above-mentioned paragraph will be as follows:

- 1) The SERVICE PROVIDER has developed, herein, a requested budget for a period of 12 months.
- 2) The SERVICE PROVIDER's initial conditional agreement will be for twelve months (July 1, 2020 – June 30, 2021).
- 3) The SERVICE PROVIDER will develop a written plan to operate from 25% of the 12-month budget for every quarter of this agreement. Continuation of the agreement will be contingent upon performance in each quarter. Lack of performance in any quarter may lead to de-obligation or termination of SERVICE PROVIDER's agreement at the end of the next quarter. This clause will not waive any other rights of termination by either of the two parties.
- 4) The relevant information regarding accounting is defined in the OMB circulars referenced in the funding application. Adherence to these standards will be of extreme importance. *Office of Management and Budget (OMB) Circular A-133 and the State of Texas Single Audit Circular in Part IV of the Uniform Grant Management Standards (UGMS) require awarding entities to determine whether an arrangement resulting from a particular award that the awarding entity makes to another organization creates a subrecipient or vendor relationship between the awarding entity and that organization. Both OMB and UGMS define the term "sub-recipient." The information below expands on the guidance provided by OMB Circular A-133 and UGMS. **General-** Both OMB and UGMS require sub-recipients (other than for-profit sub-recipients) that meet established expenditure thresholds to obtain a Single Audit. A Single Audit includes a financial audit as well as compliance testing. While for-profit sub-recipients are exempt from Single Audit requirements, they are not exempt from compliance requirements, or from other audit or monitoring requirements that a program statute or the resulting agreement require in order to verify the for profit sub-recipient's compliance with applicable program requirements. It is important that accurate classifications be made early in the purchasing process. Early determination facilitates the request and consideration of appropriate information during the selection process, and impacts whether the resulting agreement includes appropriate terms and conditions that require compliance with program requirements. The responsibilities contracted to an organization ultimately affect the level of oversight that needs to occur by the awarding entity in order to best manage risks that impact a program's integrity and overall success. **Definitions-**The term "sub-recipient" has the meanings in OMB Circular A-133 §__.105 and UGMS, Part IV §__.105: Sub-recipient – an entity that expends awards received from a pass-through entity to carry out a program. In other words, as found in the OMB Circular A-133 Compliance Supplement, "a sub-recipient relationship exists when funding from a pass-through entity is provided to perform a portion of the scope of work or objectives of the pass-through entity's award agreement*

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with the...awarding agency.” (A pass-through entity is an entity that provides an award to a sub-recipient to carry out a program.) **Indicative Characteristics**-The guidance provided by OMB Circular A-133 and UGMS identifies characteristics that are indicative of sub-recipient relationships. Texas Southmost College Campus is considered the “sub-recipient” but will be referred to as the “SERVICE PROVIDER” in this document. Brownsville ISD Adult Continuing Education will be considered the “pass-through entity” but will be referred to as the “CONTRACTOR” in this document. The following guidance expands on the guidance provided by OMB and UGMS by including examples that further describe each characteristic.

Sub-recipient

- I. Determines who is eligible to receive what financial assistance. For example:
 - a. Organization determines whether a potential customer meets a program’s eligibility requirements for assistance under that program.
- II. Has its performance measured against whether it meets the objectives of the program. For example:
 - b. Awarding entity holds the organization responsible for meeting performance targets that are tied to program objectives.
 - c. Awarding entity holds the organization responsible for meeting expenditure targets to maximize the use of program funding.
 - d. Awarding entity requires organization to submit regular oral or written progress reports and/or explanations of variance relating to program objectives and/or fund maximization.
 - e. Awarding entity may sanction the organization if program objectives are not met.
 - f. Organization must submit a comprehensive closeout package at the end of the agreement.
- III. Has responsibility for programmatic decision making. For example:
 - g. Organization has latitude to make decisions within terms of agreement.
 - h. Organization makes policy decisions governing how it carries out a program.
 - i. Organization makes operational decisions governing how it carries out a program.
 - j. Organization makes decisions regarding the appropriate assistance for a particular customer.
- IV. Has responsibility for adherence to applicable program requirements. For example:
 - k. Awarding entity holds the organization responsible for compliance with applicable program statutes, regulations, rules, policies (including local policies) and guidance.
 - l. Organization receives technical assistance or training from the awarding entity relating to program requirements.
 - m. Awarding entity monitors the organization for compliance with applicable program requirements.
- V. Uses the funds to carry out a program of the organization as compared to providing goods or services for a program of the awarding entity. For example:

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- n. Organization performs all or a portion of the scope of work or objectives of the award received by the awarding entity.
 - o. Organization's role requires more than dealing, distributing or selling goods or services that support a program.
 - p. Awarding entity identifies the organization's programmatic involvement as a separate scope of work and budget that must be approved by the awarding entity.
- 5) The SERVICE PROVIDER will maintain separate documentation for fiscal and program aspects of the programs funded through different grants. All such documentation will be made available for monitoring by BISDACE-CCC, TWC, and other auditing entities. This includes all documentation mentioned in this document and the application (including, but not limited to portfolios, accounting, etc.) Not allowing CONTRACTOR accesses to such records is cause for CONTRACTOR to terminate the agreement.
 - 6) If the SERVICE PROVIDER does not meet 100% of the 2020-2021 program year Performance Targets but met at least 50% of the Performance Targets, it will receive intensive technical assistance to help enable the agency to meet 2021-2022 program performance targets should a subsequent contract be offered. Technical assistance will come from the BISDACE-CCC Director, Lead Teachers, Professional Development Training, and Texas Workforce Commission Program Specialist to address management and instructional restructuring issues. While advice and examples may be given through this technical assistance, the SERVICE PROVIDER is responsible for implementing a plan that will be advantageous to the agency.
 - 7) The SERVICE PROVIDER will have until December 11, 2020 to demonstrate that it is meeting program year 2020-2021 benchmarks. Agencies not performing or billing in proportion to the part of the year elapsed will be required to produce and submit a program improvement plan to the CONTRACTOR to show how contract obligations will be completed during the contract year.
 - 8) Agreements for SERVICE PROVIDERS participating under technical assistance as defined under paragraph 6 above who are not meeting program year 2020-2021 performance measure may not be continued for the third quarter of the program year.

As indicated above, a quarterly review may lead to de-obligation of the SERVICE PROVIDER's remaining budget, upon unsuccessful intensive technical assistance on either state or federal plans. The empirical results documented upon providing intensive technical assistance rendered after review of SERVICE PROVIDERS's proposed Program Improvement Plan action will be the process for CONTRACTOR recommendation for partial or complete de-obligation of remaining funds. This process is performance based and does not affect the rights of the parties to sever their relationship under this agreement for lack of compliance or under any other clause contained herein.

V. DOCUMENTATION OF STAFF TIME

All personnel must be paid against a staff “sign-in/out” attendance roster or computer generated time clock. The CONTRACTOR may review the efficacy of that form of operation. All staff working on projects paid through more than one funding source must complete a time and effort report to apportion their salary among the projects. These time and effort reports must be submitted with each reimbursement package. All personnel paystubs must be included in the monthly invoice that is submitted to the CONTRACTOR.

VI. FUNDING

The CONTRACTOR shall pay and/or reimburse the SERVICE PROVIDER for the services on a cost reimbursement basis as set forth in this Agreement. Notwithstanding anything provided herein to the contrary, it is expressly understood and agreed by both parties that payments due and owing under this Agreement are limited to those amounts for allowable INSTRUCTIONAL expenses specified in **Appendix A – TSC Budget**, and defined in job descriptions and further expressly subject to the availability and receipt of funds by the CONTRACTOR from the Texas Workforce Commission and designated for the aforementioned instructional services to adults enrolled in the literacy program. This Agreement shall be rendered void if the CONTRACTOR does not receive these funds from the Texas Workforce Commission for any reason. It is further understood that only those items specifically agreed upon in the terms and conditions of this Agreement shall be paid and/or reimbursed by the CONTRACTOR in accordance with **Appendix A – TSC Budget**, and with the reimbursement guidelines provided by the CONTRACTOR, which include submittal of complete and accurate weekly attendance and quarterly performance reports prior to reimbursement. The reimbursement policy of the CONTRACTOR is subject to change upon 10 working-days notice by the CONTRACTOR. It is also understood that this time frame is a guideline and will be facilitated by the CONTRACTOR’s Adult Education Department, but that issuance of the reimbursement check may be delayed at any point after documentation leaves its offices; thereby making the process longer than anticipated. In these cases the CONTRACTOR will be held harmless. The SERVICE PROVIDER will be reimbursed up to the contracted amount of **\$57,000** from federal funds. Should additional funds be provided throughout the school year, invoices will be reimbursed up to the additional amounts granted. These federal funds must be expended by June 30, 2021. Invoices will be submitted in original form on or before the 15th of every month to BISD ACE unless the 15th falls on a weekend to which the following business day shall apply. The final invoice will be provided to you prior to the 4th quarter’s end date.

VII. TIME AND PERFORMANCE

This Agreement shall commence and take effect on the date it is executed by the appropriate representatives for both parties and continuing through June 30, 2021, after receipt of TWC Notice of Grant Award (NOGA) and assurance of TWC allocations. This agreement shall provide the powers and duties of the parties for the grant fiscal year beginning July 1, 2020 and concluding on June 30, 2021. The appropriate representative for the CONTRACTOR shall be the Superintendent of the Brownsville Independent School District. Final requests for reimbursement covered under the terms

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of this Agreement must be submitted with appropriate documentation no later than July 6, 2021. Negotiation of any amendment to this Agreement is subject to availability of funds from TWC under federal and state Adult Education and Family Literacy Act funding and the need to provide instructional services by CONTRACTOR.

VIII. REPORTS, MONITORING AND STAFFING

SERVICE PROVIDER will provide CONTRACTOR with quarterly documents that CONTRACTOR deems necessary to provide to the proper state and federal agencies and that are necessary to reimburse SERVICE PROVIDER no later than five days prior to the actual deadline from TWC to this Contract. SERVICE PROVIDER shall keep on file documents that CONTRACTOR deems necessary to establish that SERVICE PROVIDER is providing courses of study as defined in Section II of this Contract. Such documents shall include, but will not be limited to, sign-in sheets signed by students, staff sign-in sheets, monthly performance reports, quarterly achievement and programmatic reports, and reimbursement forms. Failure of the SERVICE PROVIDER to provide the CONTRACTOR with the necessary documents shall relieve the CONTRACTOR of the obligation to reimburse the SERVICE PROVIDER. Lack of reasonable performance as determined by the CONTRACTOR shall be grounds for amending or canceling service agreements. The SERVICE PROVIDER shall permit monitoring of its instructional activities and inspection of its documents by the CONTRACTOR, the Texas Workforce Commission, and federal auditors for compliance with federal, state and local guidelines. Site walk-throughs will be conducted periodically by BISD ACE staff.

IX. RIGHTS AND RESPONSIBILITIES

Included in this Agreement are: **Appendix A – TSC Budget**. Attachments are made a part of this Agreement by reference and are incorporated into this Agreement for all purposes.

During the term of this Agreement, the CONTRACTOR may, at its option, terminate this Agreement upon giving thirty (30) working days written notice, in which event the CONTRACTOR shall be liable only for payment for services performed up to the date of termination provided that these services are actually rendered and provided SERVICE PROVIDER meets its obligations to provide **copies of** documents within seven (7) working days of termination date as required by this Agreement. Furthermore, the SERVICE PROVIDER shall be required to surrender **copies of** all documentation as well as any unused supplies and materials to the CONTRACTOR upon termination of this Agreement.

Likewise, the SERVICE PROVIDER shall have the right to terminate this Agreement upon giving thirty (30) days written notice, in which event the SERVICE PROVIDER shall be liable to the CONTRACTOR only for the performance of services as set forth in this Agreement through the date of termination and shall submit all documentation as agreed upon herein before final payment and/or reimbursement for services shall be made. Neither this agreement nor any duties or obligations hereunder shall be assignable by either party without the prior notice and written consent of the other party.

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FURTHERMORE, it is hereby declared that this Agreement is entered into for the express purpose of serving adult learners in a cooperative effort and is funded through the Texas Workforce Commission based upon the availability of federal (Adult Education and Family Literacy Act) grant funds, which are state administered funds. Therefore, SERVICE PROVIDER certifies that this program will be conducted in accordance with all applicable federal, state and local laws and regulations.

By signing this Agreement, the SERVICE PROVIDER assures TWC and Brownsville Independent School District that it has direct responsibility for complying with all relevant regulations. In addition, the SERVICE PROVIDER will not discriminate in hiring or service on the basis of age, sex, race, national origin, religion, or disability. This signing also affirms that these funds are used to supplement current and past service and not to supplant them, and evidence to this affect will be shown upon request to BISDACE-CCC, TWC or other applicable audit authorities. Any expenses (including attorney's fees) incurred as a result of grievances or complaints filed against the SERVICE PROVIDER or as the result of an act or omission of the SERVICE PROVIDER (including the expenses of CONTRACTOR in defending against said complaint) shall be paid by the SERVICE PROVIDER.

X. STATE-WIDE TEAMS DATABASE AND REQUIRED ASSESSMENT

This coordination Agreement also binds the SERVICE PROVIDER to participating in the TWC statewide TEAMS and verification of student participant data. Student attendance data will be entered by the end of each week. Use of federally funded hardware and/or software, printers, etc. must be in compliance with uses allowed for equipment so purchased. The same will be inventoried with Brownsville Independent School District and revert to the fiscal agent for redistribution to the consortium if SERVICE PROVIDER should not be a consortium member for any reason. SERVICE PROVIDER also agrees to seek training in and implement the standardized assessment system initiated by TWC for use of TABE and BEST testing materials for the required baseline and progress assessments for ESL, Adult Basic Education and TXCHSE students. It is understood that only participants who have participated in the standardized baseline assessment will be eligible to be counted for service by SERVICE PROVIDER and that participant outcomes rely on progress assessments, which will be administered after student has obtained state required contact hours.

TEAMS data sign off (DSO) for the Consortium will be conducted by the Director of the BISDACE-CCC. In order to review all data in a timely fashion and address all concerns, SERVICE PROVIDER will be asked to verify and validate the data for your program one week in advance of the quarterly due dates to TWC. TEAMS DSO dates for the SERVICE PROVIDER to correct, verify, and validate data are the following:

- 1st Quarter- October 8
- 2nd Quarter- January 8
- 3rd Quarter- April 8
- 4th Quarter (Final)- July 8

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SERVICE PROVIDER agrees to implement the above procedures as a compliance issue under this funding. Failure to do so may be considered as grounds for termination of this agreement or non-inclusion in the 2020-2021 application processes.

XI. AUDIT OR EVALUATIONS

- 1) The CONTRACTOR reserves the right to conduct or cause to be conducted an independent audit of all funds received under this contract, which may be performed by the internal audit staff, a certified public accounting firm, or other auditors as designated by the CONTRACTOR. The SERVICE PROVIDER shall cooperate with all authorized auditors and shall make available all accounting and program records including supporting source documentation. Such audit will be conducted in accordance with applicable state rules and regulations, contractual guidelines, and established professional standards and practices.
- 2) SERVICE PROVIDER shall be liable to the CONTRACTOR for any costs disallowed as a result of an audit. SERVICE PROVIDER shall further be responsible for any audit exception or other payment deficiency in the program covered by the contract and all subcontracts hereunder, which is found to exist after monitoring, review, or auditing by any party as authorized by the CONTRACTOR.
- 3) SERVICE PROVIDER or the auditors that monitor or audit the SERVICE PROVIDER shall immediately report to the CONTRACTOR any incidents of fraud, abuse or potentially criminal activity in relation to the provisions of this agreement.

XII. RETENTION AND ACCESSIBILITY OF RECORDS

- 1) SERVICE PROVIDER shall maintain all records, financial management records and supporting documentation for all expenditures of funds made under this contract, in compliance with all retention and custodial requirements for records referenced in this contract.
- 2) SERVICE PROVIDER shall retain all fiscal records and supporting documents for a minimum of 5 years after final contract closeout. In the event that there is litigation or an unresolved audit discrepancy at the end of such retention period, the records will be retained until the litigation or discrepancy is resolved. If SERVICE PROVIDER should cease to continue as a member of the consortium under funding through CONTRACTOR as fiscal agent, said records will be transferred to the custody of CONTRACTOR as provided by contract or within 15 working days, whichever occurs first.
- 3) SERVICE PROVIDER shall provide the federal auditors, state auditing agencies, the Texas Workforce Commission, the Contractor or any of their duly authorized representatives, access to and the right to examine copy or reproduce all reports and records pertaining to this contract. Such rights to access shall continue as long as the records are retained by SERVICE PROVIDER.

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- 4) The CONTRACTOR shall have the right of timely and reasonable access to SERVICE PROVIDER premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview, related to all records required to be retained under this Contract.

XIII. SPECIAL PROVISIONS

- a) It is understood and agreed that Brownsville Independent School District and any other party providing services for SERVICE PROVIDER are independent contractors and neither Brownsville Independent School District nor any employee or agents contracted by it shall be deemed for any purposes to be employees or agents of any other party. The Agreement does not create a joint venture or business partnership under Texas laws. Each party assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker' compensation, disability benefits and like requirements and obligations.

- b) No Waiver of Immunity

Brownsville Independent School District and Texas Southmost College neither waives nor relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its entering into this Service Agreement and performance of the functions or obligations described herein.

- c) Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

- d) No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

- e) Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addresses set out above, or

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shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party. Any party may designate a different address by giving the other party prior written notice.

f) No Assignment

No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by the SERVICE PROVIDER without prior written consent and approval by the CONTRACTOR.

g) Governing Law

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Cameron, Texas, for any action under this Agreement.

h) Indemnification

CONTRACTOR agrees to indemnify and hold SERVICE PROVIDER, its trustees and employees, harmless from all claims and liabilities made against them arising from this Agreement, to the extent permitted by the constitution and the laws of the State of Texas, that result from the acts or omissions of CONTRACTOR, its agents, employees, independent contractors, and students.

i) Equal Opportunity

CONTRACTOR seeks to provide educational opportunities without regard to race, color, religion, national origin, sex, age or disability. This policy extends to employment and admission requirements, as well as all programs and activities supported by CONTRACTOR. The SERVICE PROVIDER, by regulation, is held to the same standard.

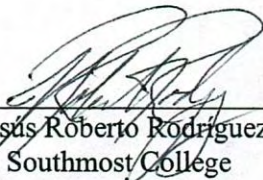
AGREEMENT FOR FEDERAL (ADULT EDUCATION
AND FAMILY LITERACY ACT) PROGRAM
INSTRUCTIONAL SERVICES
BETWEEN
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
AND
TEXAS SOUTHMOST COLLEGE



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent



Dr. Jesús Roberto Rodríguez, President
Texas Southmost College

Dr. René Gutiérrez
Superintendent

Date

Minerva M. Peña
Board President

Philip T. Cowen
Board Assistant Secretary

Date

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Appendix A
Texas Southmost College
Budget Narrative 2020-2021

Adult Education and Literacy
 22 students - \$57,000

Texas Southmost College		
Budget Narrative 2020-2021		
Adult Education and Literacy		
22 students - \$57,000		
SALARIES		
Data Entry Specialist (7/1/2020-6/30/2021)	\$	11,430
Full Time Instructor	\$	-
Part Time Instructor	\$	-
TOTAL SALARIES	\$	11,430
FRINGE BENEFITS		
Data Entry Specialist (10% Fringe Benefits)	\$	1,143
Full Time Instructor	\$	-
Part Time Instructor		
TOTAL FRINGE BENEFITS	\$	1,143
<i>Fringe benefits for full-time staff are computed at 30% of salary.</i>		
TOTAL SALARIES/FRINGE BENEFITS	\$	12,573
OPERATING		
General Office Supplies (22 Students-Recruitment)	\$	3,750
Educational Supplies (Books, Materials and Supplies)	\$	5,500
Student Resources/Equipment		
TABE Materials/Resources		
Student College Tuition and credential into a career pathway	\$	34,927
TOTAL OPERATING	\$	44,177
Travel		
Professional Development		
GED and PEIMS Training: (Training for Instructor and Data Entry Specialist) Cost includes mileage, conference fees, flight, hotel, shuttle and per diem)	\$	250
TOTAL TRAVEL	\$	250
TOTAL PROGRAM COST PER YEAR	\$	57,000
	\$	-

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Appendix B

TEXAS WORKFORCE COMMISSION ADULT EDUCATION AND LITERACY LETTER

ID/No:	AEL 06-15, Change 1
Date:	April 19, 2017
Keyword:	AEL; WIOA
Effective:	Immediately

To: Local Workforce Development Board Executive Directors
Adult Education and Literacy Grant Recipients
Commission Executive Offices
Integrated Service Area Managers
Courtesy of [Signature]

From: Reagan Miller, Director, Workforce Development Division

Subject: Expansion of Eligible Population To Be Served from Institutions of Higher Education—Update

PURPOSE:

AEL Letter 06-15 provided Adult Education and Literacy (AEL) grant recipients with guidance for enrolling eligible populations in AEL services from institutions of higher education (IHEs) who would otherwise be served in developmental education.

This updated AEL Letter:

- expands AEL eligibility requirements related to Texas Success Initiative Assessment (TSIA) scores for students applying to enroll in or attend an IHE; and
- addresses the eligibility documentation requirements for AEL students referred from an IHE.

RESCISSIONS:

AEL Letter 06-15

BACKGROUND:

To support increased partnerships and integration with IHEs, the Texas Workforce Commission has made modifications to student eligibility for grant recipients funded under Request for Proposals 320-14-10. Modifications clarify and increase the eligible population to be served by AEL grant recipients by expanding the range of skill levels for students who are eligible for AEL services and applying for, enrolling in, or attending an IHE and taking the TSIA for college placement.

PROCEDURES:

No Local Flexibility (NLF): This indicates that Boards and AEL entities must comply with the federal and state laws, rules, policies, and required procedures set forth in this AEL Letter and have no local flexibility in determining whether and/or how to comply. All information with an NLF rating is indicated by "must" or "shall."

Local Flexibility (LF): This indicates that Boards and AEL entities have local flexibility in determining whether and/or how to implement guidance or recommended practices set forth in this AEL Letter. All information with an LF rating is indicated by “may” or “recommend.”

NLF: Grantees must be aware that an eligible individual refers to an individual eligible to receive AEL services, as authorized under Title II of the Workforce Innovation and Opportunity Act. This refers to an eligible who has attained 19 years of age unless specifically exempted from compulsory school attendance by Texas Education Code §25.086 and

- is basic skills deficient;
- does not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education; or
- is an English language learner.

NLF: Grantees must be aware that individuals who have a secondary school diploma or its recognized equivalent are eligible for AEL services if those individuals are basic skills deficient or English language learners.

NLF: Grantees must be aware that an eligible individual applying for entrance into an IHE is considered eligible to receive AEL services if

- the individual meets the definition of an eligible individual based on tests administered following the Texas AEL Assessment Guide, and
- scores into National Reporting System levels 1–5 on TSIA for college placement in any area—reading, writing, or mathematics.

NLF: Grantees must collect and maintain a documented TSIA score from an IHE to provide AEL services.

NLF: Grantees must verify eligibility of students referred from an IHE for AEL services using tests administered according to the Texas AEL Assessment Guide.

INQUIRIES:

Send inquiries regarding this AEL Letter to aelpolicy.clarifications@twc.state.tx.us.

ATTACHMENT:

Revisions to AEL 06-15 in Track Changes.

REFERENCES:

Workforce Innovation and Opportunity Act of 2014
Final Rule, Programs and Activities Authorized by the Adult Education and Family Literacy Act (Title II of the Workforce Innovation and Opportunity Act)
Title IV, Higher Education Act of 1965, as amended
Texas Education Code §25.086
Texas Education Code §51.3062
Texas AEL Assessment Guide
Request for Proposals 320-14-10

Appendix C
Family Educational Rights and Privacy Act

TSC ITEC Center acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by TSC ITEC Center shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Texas Southmost College District

BOARD AGENDA ITEM REQUEST FORM

Department/Division: Instruction – Workforce Training and Continuing Education	Board Meeting Date: March 12, 2020
Presenters: Dr. Joanna Kile, Vice President of Instruction and Dr. Joseph H. Fleishman, Associate Vice President of Instruction-Workforce Development	
Agenda Item: Consideration and possible action on Agreement for Federal (Adult Education and Family Literacy Act) Program Instructional Services between Brownsville Independent School District and Texas Southmost College	
Rationale/Background: <p>BISD will subcontract with TSC for an amount of \$57,000 to offer twenty-two (22) Adult Education students certification and career pathways through Integrated Education and Training/certification with contextualized instruction and Job Skills Training while co-enrolled in an AEL High School Equivalency course.</p> <p>Funding will be used to hire a part-time data entry specialist, instructional supplies, and student college tuition for a certification. This program is housed in the Office of Workforce Training and Continuing Education at ITECC.</p> <p>Contract has been reviewed and approved by TSC legal counsel.</p>	
Recommended Action: To approve the Agreement for Federal (Adult Education and Family Literacy Act) Program Instructional Services between Brownsville Independent School District and Texas Southmost College and give President Rodriguez the authority to sign and execute the agreement as presented.	
Fiscal Implications: Budgeted Item: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain: Grant will fund all related activities.	
Attachments (List): Sub-contract with Brownsville Independent School District	

FOR OFFICE USE ONLY:	
Board Action: Approved: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Informational) <input type="checkbox"/> Tabled for action on: _____	
Certified by: _____ <small>Digitally signed by Claudia L. Corina, DN: cn=Claudia L. Corina, o=Texas Southmost College, ou=Budget, email=clcorina@southmost.edu, c=US Date: 2020.03.11 21:12:15 -0500</small>	Title: Interim Chief of Staff & Board Liaison Date: 3/12/2020

**AGREEMENT FOR FEDERAL (ADULT EDUCATION
AND FAMILY LITERACY ACT) PROGRAM
INSTRUCTIONAL SERVICES
BETWEEN
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
AND
TEXAS STATE TECHNICAL COLLEGE**

Preamble

The Brownsville Independent School District (BISD) is a public education institution of the State of Texas. BISD is currently located in Cameron County and has its main administrative office at 1900 E. Price Rd, Brownsville, Texas 78521. BISD is committed to providing the citizens, governments, community and business entities it serves with quality educational, family literacy, college transition, vocational/technical training and related services.

This Agreement defines the time of performance and expected outcomes approved by the Brownsville Independent School District, hereafter referred to as the CONTRACTOR, and Texas State Technical College, an institution of higher education and an agency of the State of Texas, hereafter referred to as the SERVICE PROVIDER, based on the twelve-month allocation for services and limited to the Cameron County geographic service area. All operations and commitments in this Agreement come under the federally funded Adult Education and Family Literacy Act (AEFLA) program defined under Title II of the Workforce Investment Act of 1998. This Agreement governs the parties hereto regarding budgetary, program, reporting, and all other relevant issues. It is recognized and agreed to by both parties that this Agreement is subject to the program design contained in the FY 2020-2021 annual grant application as approved by the Texas Workforce Commission (TWC); BISD policies and regulations; regulations governing adult literacy programs by the TWC under authority of state regulations, and any regulations or laws of the state of Texas, or federal regulations, affecting this section 231 Federal literacy funding under the Request for Proposal/Application (RFP/A), submitted by BISD as the fiscal agent for the Adult Continuing Education Consortium for Cameron County (BISDACE-CCC), any amendments thereafter made to these regulations, and other official written pronouncements issued by the Texas Workforce Commission. The Provisions and Assurances incorporated into this Agreement by reference, and adherence thereto is part of the performance agreed to by the SERVICE PROVIDER.

WITNESSETH THAT:

WHEREAS, CONTRACTOR desires to engage the SERVICE PROVIDER to render Adult Basic Education (ABE), Adult Secondary Education (ASE), and Texas Certificate of High School Equivalency (TxCHSE) instruction to adult learners as defined under section 231 of the Adult Education and Family Literacy Act, P.L.105-220 Title II, by the Texas Education Code, Chapter 29, Subchapter H, Section 29.251 et. seq., and the Texas State Plan for Adult Literacy from Texas Workforce Commission, and the SERVICE PROVIDER desires to perform such services.

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

I. ALLOCATION

Funds under this Agreement are from federal sources. The following is provided in compliance with the Department of Education Appropriations Act, Texas Workforce Commission Grant Application guidelines and procedures, and Brownsville Independent School District provisions. Participants in these projects must use the following format in identifying their program participation: when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state in such written documents.

II. SCOPE OF SERVICE

The SERVICE PROVIDER, during the term of this contract, will provide needed instructional services to adults under the federally funded adult education programs of the CONTRACTOR. These instructional services shall be provided pursuant to consistent courses of study that record student profile data, recruitment, retention and the measurement of student progress.

The SERVICE PROVIDER shall provide these instructional services:

Certification and Career Pathways through Integrated Education and Training/certification with contextualized instruction and Job Skills Training.

The CONTRACTOR, during the term of this contract, will assign one ABE/ASE instructor to provide the contextualized instruction geared towards the SERVICE PROVIDER'S cohort certification courses. The ABE/ASE instructor will offer contextualized instruction for the Integrated Education and Training/certification classes offered by Texas State Technical College. All students will be required to receive instruction by the designated instructor at least once per week.

The CONTRACTOR shall provide these instructional services:

Adult Basic Education:

Beginning Literacy Beginning Low Intermediate High Intermediate

Adult Secondary Education:

Low High

There must be at least 4 or more: unduplicated student count per class, eligible out-of-school adult participants beyond the compulsory school age at Texas State Technical College during the term of this Agreement. Unduplicated is defined as adults who have not previously been counted during the current federal fiscal year. The SERVICE PROVIDER shall document efforts to recruit learners in a reasonable proportion to the distribution ratios set forth in the application. If SERVICE PROVIDER

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provides instructional services to students who receive instructional services from other entities that participate in the adult education program administered by the Texas Workforce Commission, the SERVICE PROVIDER shall be responsible for recording learner attendance and continuing progress and achievement in the state Texas Educating Adults Management System (TEAMS) database. Moreover, each course offered by SERVICE PROVIDER should have a minimum average daily attendance of 4 students.

The SERVICE PROVIDER shall target the general project objectives within the population served and the methodology employed:

1. Shall be aware that an eligible individual refers to an individual eligible to receive AEL services, as authorized under Title II of the Workforce Innovation and Opportunity Act. This refers to an eligible individual who has attained 19 years of age unless specifically exempted from compulsory school attendance by Texas Education Code §25.086 and
 - is basic skills deficient;
 - does not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education; or
 - is an English language learner.
2. Shall be aware that individuals who have a secondary school diploma or its recognized equivalent are eligible for AEL services if those individuals are basic skills deficient or English language learners.
3. Shall be aware that an eligible individual applying for entrance into an Institute of Higher Education is considered eligible to receive AEL services if:
 - the individual meets the definition of an eligible individual based on tests administered following the Texas AEL Assessment Guide, and
 - scores into National Reporting System levels 1–5 on TSIA for college placement in any area—reading, writing, or mathematics. (See **Appendix B TEXAS WORKFORCE COMMISSION ADULT EDUCATION AND LITERACY LETTER ID/No: AEL 06-15, Change 1 Date: April 19, 2017**)
4. To participate in coordinated outreach and recruitment activities to achieve or exceed the minimum enrollment levels recorded above.
5. To attain the following retention goals:
 - **100%** of the targeted students enrolled will participate in a baseline assessment.
 - Students enrolled in TSTC’s industry recognized credential courses will attend a minimum of **12 hours** of remediation and contextualized instruction by the Contractor’s ABE/ASE instructor.
 - At least **80%** of the students enrolled in industry recognized credential courses will receive an industry recognized credential that will count as a Measureable Skills Gains for Adult Education and Literacy purposes.

6. To assure ABE/ASE students meet state performance measures by completing the entry level and move to the next level in the same proportion as shown on the charts below (these percentages represent current program year targets and will be updated once Federal and State Performance Measures and their associated targets are released on or before the start of the new program year):

Adult education program accountability in the State of Texas follows the principles and guidelines that are outlined in the National Reporting System (NRS) for Adult Education. These measures provide evidence of student achievements from attending adult education programs, and serve as indicators of program performance. The required achievement level is expressed as a percentage of those students who have a progress assessment. If the provider meets the minimum target goals as proposed by the State of Texas to the United States Department of Education (USDE) across all the discipline areas, then the chart below would represent the approximate number of persons (and the percent) who would demonstrate progress in the designated assessments:

ABE/ASE	PY'19 OCTAE Target	PY'19 Q1-3 Sub- target	PY'19 Q4 Sub-target
ABE High Intermediate	48%	53.5%	19.8%
ASE Low	52%	56.4%	21.9%
ASE High	37%	38.1%	14.0%

The targets for adult learners demonstrating completion of entry levels, without reference to the standard error of measurement between baseline and progress testing, are defined as a federal indicator for program excellence. The required completion level is expressed as a percentage of all students enrolled and having a baseline placement assessment and progress assessment in which student has made a level gain according to the NRS. The chart below represents the Performance Measures for each beginning functioning level:

Educational Functioning Level	PY'19 OCTAE Target	PY'19 Q1-3 Sub-target	PY'19 Q4 Sub-target
ABE Level 1	54%	62.3%	20.9%
ABE Level 2	49%	55.7%	24.4%
ABE Level 3	52%	58.8%	24.4%
ABE Level 4	48%	53.5%	19.8%
ASE Level 5	52%	56.4%	21.9%
ASE Level 6	37%	38.1%	14.0%
ESL Level 1	55%	59.0%	30.9%
ESL Level 2	55%	58.7%	29.6%

ESL Level 3	59%	62.4%	32.8%
ESL Level 4	57%	60.3%	31.1%
ESL Level 5	49%	52.1%	23.8%
ESL Level 6	46%	48.8%	24.8%

7. To work with learners in planning for academic, training, and career goals. The SERVICE PROVIDER will meet the following federal and state measures, as appropriate for the level of instruction offered (these measures are anticipated to change under the Workforce Innovation and Opportunity Act regulations on or before the start of the new program year):

Outcome Targets		
Name	Description	Target
Employed/Enrolled in Q2 Post-Exit	The number of participants who exited during the reporting year who are employed or enrolled in postsecondary education in the second quarter after exit (numerator) divided by the number of participants who exited during the reporting period (denominator)	34%
Employed/Enrolled in Q2-Q4 Post-Exit	The number of participants who exited during the reporting year who were found to be employed or enrolled in postsecondary education in the fourth quarter after exit (numerator) divided by the number of participants who exited during the reporting year who were found to be employed or enrolled in postsecondary education in the second quarter after exit (denominator)	83%
Credential Attainment	The number of participants who exited during the reporting period who obtained a recognized postsecondary credential during the program or within one year after exit PLUS those who were in a secondary education program at or above the 9 th grade level and obtained a recognized high school equivalency during the program or within one year after exit and were also employed, or in an education or training program leading to a recognized	34.5%

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	postsecondary credential within one year after exit (numerator) divided by the number of participants enrolled who exited during the reporting period (denominator)	
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8. To assure student portfolios will be used as a self-assessment and goal setting tool by the learners and will also give instructional staff insight into the needs and progress of the student through the learners' eyes.
9. To commit to incorporate real world competencies into its delivery system, will introduce staff to Integrated Education and Training for adult education and encourage staff participation in training of Career Pathways. Will offer industry recognized credentials and/or certification classes for employment to Adult Students in the High School Equivalency/GED program.
10. To participate in quarterly and other periodic meetings of the BISD ACE Consortium for Cameron County (BISDACE-CCC) and represent your site as the representative to participate in trainings, and meetings as they become available.
11. To support the ABE/ASE instruction with an annual goal providing a minimum of 760 contact hours as an estimate based on the required 40 contact hours of the program multiplied by the minimum of 19 students to be served. The ABE/ASE instructor will serve students a minimum of once per week for remediation or contextualized instruction during each cohort period. Each student enrolled in an industry recognized credential course must receive either 40 hours of ABE/ASE contextualized instruction or an industry recognized credential, whichever comes first in order to achieve a Measurable Skills Gains required for Adult Education and Literacy purposes. The CONTRACTOR'S commitment ends once TSTC meets the 19 student minimum. This goal would produce a cost-effective program of **\$43,000**. (See Appendix A). Additional funds may be provided throughout the school year to serve additional students should the Texas Workforce Commission make additional funding available.

Proposed Average ABE/ASE Contact Hours	40
X Minimum number of Students to be served	19
ESTIMATED TOTAL CONTACT HOURS	760

Planning for Service Compliance Envisions
19 or more students enrolled in High School Equivalency, and/or:
19 or more students enrolled in a certification course

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12. There will be 1 instructional site, at Texas State Technical College Campus, with additional sites within Cameron County allowable upon approval by the CONTRACTOR. Subsequent sites must be justified through community needs assessment and within budget.

13. Types of classes:

Learning Centers	One-On-One Tutoring	Developmental Lab	Distance Learning
Small Group	Large Group	Technology Lab	Functioning Levels

14. Other services available, but not necessarily paid for through these funds are as follows:

Career Assessment	College Transition	Student Support Services	Case Management
Community Transportation	Employment Preparation	Counseling	Recruitment

15. To assure that all documentation regarding students, staff, and staff development activities required by TWC, Technical Assistance Visits, the BISDACE-CCC, or entered into TEAMS or other evaluative method will be provided in a timely fashion. Duplicative and unnecessary reporting systems will be discouraged. Failure to provide fiscal and/or program reporting documentation needed to monitor the program's quality and accountability will result in a delay or withholding of the reimbursement process and will jeopardize the SERVICE Provider's continued participation in the BISDACE-Consortium for Cameron County and will allow for a recommendation from the fiscal agent director for the termination of the agreement between the SERVICE PROVIDER and the CONTRACTOR or the de-obligation of a portion of the unused funds.

16. The SERVICE PROVIDER must comply with the Adult Education Grant Guidelines and will be monitored by the CONTRACTOR and the BISDACE-CCC Director. The SERVICE PROVIDER will provide timely documentation and submission of the proper paperwork and data entry including but not limited to the Quarterly Attendance and Assessments results, Quarterly TEAMS Achievement, Fiscal Cost Reimbursement, Separation/Exit, annual Student Program Evaluation Survey results and other compliance reports.

17. The CONTRACTOR will serve as fiscal agent and lead agent of the consortium. The SERVICE PROVIDER will cooperate with the CONTRACTOR's efforts to perform the following duties:
- manage the federal funds and allowable cost reimbursements
 - provide grant application and guidelines to SERVICE PROVIDERS
 - provide orientation and/or technical assistance as appropriate
 - monitor compliance with program regulations
 - monitor program quality
 - submit composite financial and performance reports to the BISD, and
 - assemble a minimum of 2 annual meetings
 - visit with SERVICE PROVIDER monthly to evaluate program implementation, TWC requirements and provide technical assistance
 - other activities, as appropriate
18. The SERVICE PROVIDER organization will be evaluated monthly on the criteria set forth via the National Reporting Systems benchmarks, and other criteria as set out by TWC, and BISDACE-CCC. When such benchmarks are not met, technical assistance will be given to help the SERVICE PROVIDER to explore avenues to increase its level of performance. This technical advisement process will be based on performance in each quarter. If advisement does not result in sufficient improvement by the end of the next quarter, the fiscal agent, BISD, may de-obligate the remaining funds from organizations performing below expectations and reallocate them to other agencies on a competitive basis based on performance and the CONTRACTOR may exercise its option to terminate the Agreement.

The objectives listed above and in the application for these funds are subject to modification pursuant to Texas Workforce Commission clarification or modification in the course of the program year. All objectives in the application become objectives for the SERVICE PROVIDER in order to do its part in helping the BISDACE-CCC achieves the goals and objectives announced therein.

III. OBJECTIVES AND REGULATIONS

In addition to the technical and regulatory assurance included in the application, the SERVICE PROVIDER will cooperate with the successful operation of the program as set out in the application and approved by the Texas Workforce Commission (TWC). The above-named organization affirms that these funds are used to supplement current and past service and not to supplant them, and evidence to this effect will be shown upon request to BISDACE-CCC, TWC or other applicable audit authorities.

IV. BUDGETING, PERFORMANCE AND INTENSIVE TECHNICAL ASSISTANCE

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The process for the above-mentioned paragraph will be as follows:

- 1) The SERVICE PROVIDER has developed, herein, a requested budget for a period of 12 months.
- 2) The SERVICE PROVIDER's initial conditional agreement will be for twelve months (July 1, 2020 – June 30, 2021).
- 3) The SERVICE PROVIDER will develop a written plan to operate from 25% of the 12-month budget for every quarter of this agreement. Continuation of the agreement will be contingent upon performance in each quarter. Lack of performance in any quarter may lead to de-obligation or termination of SERVICE PROVIDER's agreement at the end of the next quarter. This clause will not waive any other rights of termination by either of the two parties.
- 4) The relevant information regarding accounting is defined in the OMB circulars referenced in the funding application. Adherence to these standards will be of extreme importance. *Office of Management and Budget (OMB) Circular A-133 and the State of Texas Single Audit Circular in Part IV of the Uniform Grant Management Standards (UGMS) require awarding entities to determine whether an arrangement resulting from a particular award that the awarding entity makes to another organization creates a subrecipient or vendor relationship between the awarding entity and that organization. Both OMB and UGMS define the term "sub-recipient." The information below expands on the guidance provided by OMB Circular A-133 and UGMS. **General-** Both OMB and UGMS require sub-recipients (other than for-profit sub-recipients) that meet established expenditure thresholds to obtain a Single Audit. A Single Audit includes a financial audit as well as compliance testing. While for-profit sub-recipients are exempt from Single Audit requirements, they are not exempt from compliance requirements, or from other audit or monitoring requirements that a program statute or the resulting agreement require in order to verify the for profit sub-recipient's compliance with applicable program requirements. It is important that accurate classifications be made early in the purchasing process. Early determination facilitates the request and consideration of appropriate information during the selection process, and impacts whether the resulting agreement includes appropriate terms and conditions that require compliance with program requirements. The responsibilities contracted to an organization ultimately affect the level of oversight that needs to occur by the awarding entity in order to best manage risks that impact a program's integrity and overall success. **Definitions-**The term "sub-recipient" has the meanings in OMB Circular A-133 §__.105 and UGMS, Part IV §__.105: Sub-recipient – an entity that expends awards received from a pass-through entity to carry out a program. In other words, as found in the OMB Circular A-133 Compliance Supplement, "a sub-recipient relationship exists when funding from a pass-through entity is provided to perform a portion of the scope of work or objectives of the pass-through entity's award agreement with the...awarding agency." (A pass-through entity is an entity that provides an award to a sub-recipient to carry out a program.) **Indicative Characteristics-**The guidance*

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provided by OMB Circular A-133 and UGMS identifies characteristics that are indicative of sub-recipient relationships. Texas State Technical College Campus is considered the “sub-recipient” but will be referred to as the “SERVICE PROVIDER” in this document. Brownsville ISD Adult Continuing Education will be considered the “pass-through entity” but will be referred to as the “CONTRACTOR” in this document. The following guidance expands on the guidance provided by OMB and UGMS by including examples that further describe each characteristic.

Sub-recipient

- I. Determines who is eligible to receive what financial assistance. For example:
 - a. Organization determines whether a potential customer meets a program’s eligibility requirements for assistance under that program.
- II. Has its performance measured against whether it meets the objectives of the program? For Example:
 - b. Awarding entity holds the organization responsible for meeting performance targets that are tied to program objectives.
 - c. Awarding entity holds the organization responsible for meeting expenditure targets to maximize the use of program funding.
 - d. Awarding entity requires organization to submit regular oral or written progress reports and/or explanations of variance relating to program objectives and/or fund maximization.
 - e. Awarding entity may sanction the organization if program objectives are not met.
 - f. Organization must submit a comprehensive closeout package at the end of the agreement.
- III. Has responsibility for programmatic decision making. For example:
 - g. Organization has latitude to make decisions within terms of agreement.
 - h. Organization makes policy decisions governing how it carries out a program.
 - i. Organization makes operational decisions governing how it carries out a program.
 - j. Organization makes decisions regarding the appropriate assistance for a particular customer.
- IV. Has responsibility for adherence to applicable program requirements. For example:
 - k. Awarding entity holds the organization responsible for compliance with applicable program statutes, regulations, rules, policies (including local policies) and guidance.
 - l. Organization receives technical assistance or training from the awarding entity relating to program requirements.
 - m. Awarding entity monitors the organization for compliance with applicable program requirements.
- V. Uses the funds to carry out a program of the organization as compared to providing goods or services for a program of the awarding entity. For example:

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- n. Organization performs all or a portion of the scope of work or objectives of the award received by the awarding entity.
 - o. Organization's role requires more than dealing, distributing or selling goods or services that support a program.
 - p. Awarding entity identifies the organization's programmatic involvement as a separate scope of work and budget that must be approved by the awarding entity.
- 5) The SERVICE PROVIDER will maintain separate documentation for fiscal and program aspects of the programs funded through different grants. All such documentation will be made available for monitoring by BISDACE-CCC, TWC, and other auditing entities. This includes all documentation mentioned in this document and the application (including, but not limited to portfolios, accounting, etc.) Not allowing CONTRACTOR accesses to such records is cause for CONTRACTOR to terminate the agreement.
 - 6) If the SERVICE PROVIDER does not meet 100% of the 2020-2021 program year Performance Targets but met at least 50% of the Performance Targets, it will receive intensive technical assistance to help enable the agency to meet 2021-2022 program performance targets. Technical assistance will come from the BISDACE-CCC Director, Lead Teachers, Professional Development Training, and Texas Workforce Commission Program Specialist to address management and instructional restructuring issues. While advice and examples may be given through this technical assistance, the SERVICE PROVIDER is responsible for implementing a plan that will be advantageous to the agency.
 - 7) The SERVICE PROVIDER will have until January 31, 2021 to demonstrate that it is meeting program year 2020-2021 benchmarks. Agencies not performing or billing in proportion to the part of the year elapsed will be required to produce and submit a program improvement plan to the CONTRACTOR to show how contract obligations will be completed during the contract year.
 - 8) Agreements for SERVICE PROVIDERS participating under technical assistance as defined under paragraph 6 above who are not meeting program year 2020-2021 performance measure may not be continued for the third quarter of the program year.

As indicated above, a quarterly review may lead to de-obligation of the SERVICE PROVIDER's remaining budget, upon unsuccessful intensive technical assistance on either state or federal plans. The empirical results documented upon providing intensive technical assistance rendered after review of SERVICE PROVIDERS's proposed Program Improvement Plan action will be the process for CONTRACTOR recommendation for partial or complete de-obligation of remaining funds. This process is performance based and does not affect the rights of the parties to sever their relationship under this agreement for lack of compliance or under any other clause contained herein.

V. FUNDING

The CONTRACTOR shall pay and/or reimburse the SERVICE PROVIDER for the services on a cost reimbursement basis as set forth in this Agreement. Notwithstanding anything provided herein to the contrary, it is expressly understood and agreed by both parties that payments due and owing under this Agreement are limited to those amounts for allowable INSTRUCTIONAL expenses specified in **Appendix A – TSTC Budget**, and defined in job descriptions and further expressly subject to the availability and receipt of funds by the CONTRACTOR from the Texas Workforce Commission and designated for the aforementioned instructional services to adults enrolled in the literacy program. This Agreement shall be rendered void if the CONTRACTOR does not receive these funds from the Texas Workforce Commission for any reason. It is further understood that only those items specifically agreed upon in the terms and conditions of this Agreement shall be paid and/or reimbursed by the CONTRACTOR in accordance with **Appendix A – TSTC Budget**, and with the reimbursement guidelines provided by the CONTRACTOR, which include submittal of complete and accurate weekly attendance and quarterly performance reports prior to reimbursement. The reimbursement policy of the CONTRACTOR is subject to change upon 10 working-days' notice by the CONTRACTOR. It is also understood that this time frame is a guideline and will be facilitated by the CONTRACTOR's Adult Education Department, but that issuance of the reimbursement check may be delayed at any point after documentation leaves its offices; thereby making the process longer than anticipated. In these cases the CONTRACTOR will be held harmless. The SERVICE PROVIDER will be reimbursed up to the contracted amount of **\$43,000** from federal funds. Should additional funds be provided throughout the school year, invoices will be reimbursed up to the additional amounts granted. These federal funds must be expended by June 30, 2021. Invoices will be submitted in original form on or before the 15th of every month to BISD ACE unless the 15th falls on a weekend to which the following business day shall apply. The final invoice will be provided to you prior to the 4th quarter's end date.

VII. TIME AND PERFORMANCE

This Agreement shall commence and take effect on the date it is executed by the appropriate representatives for both parties and continuing through June 30, 2021, after receipt of TWC Notice of Grant Award (NOGA) and assurance of TWC allocations. This agreement shall provide the powers and duties of the parties for the grant fiscal year beginning July 1, 2020 and concluding on June 30, 2021. The appropriate representative for the CONTRACTOR shall be the Superintendent of the Brownsville Independent School District. Final requests for reimbursement covered under the terms of this Agreement must be submitted with appropriate documentation no later than July 6, 2021. Negotiation of any amendment to this Agreement is subject to availability of funds from TWC under federal and state Adult Education and Family Literacy Act funding and the need to provide instructional services by CONTRACTOR.

VIII. REPORTS, MONITORING AND STAFFING

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades

SERVICE PROVIDER will provide CONTRACTOR with quarterly documents that CONTRACTOR deems necessary to provide to the proper state and federal agencies and that are necessary to reimburse SERVICE PROVIDER no later than five days prior to the actual deadline from TWC to this Contract. SERVICE PROVIDER shall keep on file documents that CONTRACTOR deems necessary to establish that SERVICE PROVIDER is providing courses of study as defined in Section II of this Contract. Such documents shall include, but will not be limited to, sign-in sheets signed by students, instructional staff sign-in sheets, monthly performance reports, quarterly achievement and programmatic reports and professional development sign in sheets with training agenda, and reimbursement forms. Failure of the SERVICE PROVIDER to provide the CONTRACTOR with the necessary documents shall relieve the CONTRACTOR of the obligation to reimburse the SERVICE PROVIDER. Lack of reasonable performance as determined by the CONTRACTOR shall be grounds for amending or canceling service agreements. The SERVICE PROVIDER shall permit monitoring of its instructional activities and inspection of its documents by the CONTRACTOR, the Texas Workforce Commission, and federal auditors for compliance with federal, state and local guidelines. Site walk-throughs will be conducted periodically by BISD ACE staff.

IX. RIGHTS AND RESPONSIBILITIES

Included in this Agreement are: **Appendix A – TSTC Budget**. Attachments are made a part of this Agreement by reference and are incorporated into this Agreement for all purposes.

During the term of this Agreement, the CONTRACTOR may, at its option, terminate this Agreement upon giving thirty (30) working days written notice, in which event the CONTRACTOR shall be liable only for payment for instructional services performed up to the date of termination provided that these services are actually rendered and provided SERVICE PROVIDER meets its obligations to provide **copies of** documents within seven (7) working days of termination date as required by this Agreement. Furthermore, the SERVICE PROVIDER shall be required to surrender **copies of** all documentation as well as any unused supplies and materials to the CONTRACTOR upon termination of this Agreement.

Likewise, the SERVICE PROVIDER shall have the right to terminate this Agreement upon giving thirty (30) days written notice, in which event the SERVICE PROVIDER shall be liable to the CONTRACTOR only for the performance of services as set forth in this Agreement through the date of termination and shall submit all documentation as agreed upon herein before final payment and/or reimbursement for services shall be made. Neither this agreement nor any duties or obligations hereunder shall be assignable by either party without the prior notice and written consent of the other party.

FURTHERMORE, it is hereby declared that this Agreement is entered into for the express purpose of serving adult learners in a cooperative effort and is funded through the Texas Workforce Commission based upon the availability of federal (Adult Education and Family Literacy Act) grant funds, which are state administered funds. Therefore, SERVICE PROVIDER certifies that this

13

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program will be conducted in accordance with all applicable federal, state and local laws and regulations.

By signing this Agreement, the SERVICE PROVIDER assures TWC and Brownsville Independent School District that it has direct responsibility for complying with all relevant regulations. In addition, the SERVICE PROVIDER will not discriminate in hiring or service on the basis of age, sex, race, national origin, religion, or disability. This signing also affirms that these funds are used to supplement current and past service and not to supplant them, and evidence to this affect will be shown upon request to BISDACE-CCC, TWC or other applicable audit authorities. Any expenses (including attorney's fees) incurred as a result of grievances or complaints filed against the SERVICE PROVIDER or as the result of an act or omission of the SERVICE PROVIDER (including the expenses of CONTRACTOR in defending against said complaint) shall be paid by the SERVICE PROVIDER.

X. STATE-WIDE TEAMS DATABASE AND REQUIRED ASSESSMENT

This coordination Agreement also binds the SERVICE PROVIDER to participating in the TWC statewide TEAMS and verification of student participant data. Student attendance data will be entered by the end of each week. Use of federally funded hardware and/or software, printers, etc. must be in compliance with uses allowed for equipment so purchased. The same will be inventoried with Brownsville Independent School District and revert to the fiscal agent for redistribution to the consortium if SERVICE PROVIDER should not be a consortium member for any reason. SERVICE PROVIDER also agrees to seek training in and implement the standardized assessment system initiated by TWC for use of TABE and BEST testing materials for the required baseline and progress assessments for ESL, Adult Basic Education and TXCHSE students. It is understood that only participants who have participated in the standardized baseline assessment will be eligible to be counted for service by SERVICE PROVIDER and that participant outcomes rely on progress assessments, which will be administered after student has obtained state required contact hours.

TEAMS data sign off (DSO) for the Consortium will be conducted by the Director of the BISDACE-CCC. In order to review all data in a timely fashion and address all concerns, SERVICE PROVIDER will be asked to verify and validate the data for your program one week in advance of the quarterly due dates to TWC. TEAMS DSO dates for the SERVICE PROVIDER to correct, verify, and validate data are the following:

- 1st Quarter- October 8
- 2nd Quarter- January 8
- 3rd Quarter- April 8
- 4th Quarter (Final)- July 8

SERVICE PROVIDER agrees to implement the above procedures as a compliance issue under this funding. Failure to do so may be considered as grounds for termination of this agreement or non-inclusion in the 2020-2021 application processes.

XI. AUDIT OR EVALUATIONS

- 1) The CONTRACTOR reserves the right to conduct or cause to be conducted an independent audit of all funds received under this contract, which may be performed by the internal audit staff, a certified public accounting firm, or other auditors as designated by the CONTRACTOR. The SERVICE PROVIDER shall cooperate with all authorized auditors and shall make available all accounting and program records including supporting source documentation. Such audit will be conducted in accordance with applicable state rules and regulations, contractual guidelines, and established professional standards and practices.
- 2) To the extent authorized by Federal or State law, SERVICE PROVIDER shall be liable to the CONTRACTOR for any costs disallowed as a result of an audit. SERVICE PROVIDER shall further be responsible for any audit exception or other payment deficiency in the program covered by the contract and all subcontracts hereunder, which is found to exist after monitoring, review, or auditing by any party as authorized by the CONTRACTOR.
- 3) SERVICE PROVIDER or the auditors that monitor or audit the SERVICE PROVIDER shall immediately report to the CONTRACTOR any incidents of fraud, abuse or potentially criminal activity in relation to the provisions of this agreement.

XII. RETENTION AND ACCESSIBILITY OF RECORDS

- 1) SERVICE PROVIDER shall maintain all records, financial management records and supporting documentation for all expenditures of funds made under this contract, in compliance with all retention and custodial requirements for records referenced in this contract.
- 2) SERVICE PROVIDER shall retain all fiscal records and supporting documents for a minimum of 5 years after final contract closeout. In the event that there is litigation or an unresolved audit discrepancy at the end of such retention period, the records will be retained until the litigation or discrepancy is resolved. If SERVICE PROVIDER should cease to continue as a member of the consortium under funding through CONTRACTOR as fiscal agent, said records will be transferred to the custody of CONTRACTOR as provided by contract or within 15 working days, whichever occurs first.
- 3) To the extent authorized by Federal or State law, SERVICE PROVIDER shall provide the federal auditors, state auditing agencies, the Texas Workforce Commission, the Contractor or any of their duly authorized representatives, access to and the right to examine copy or reproduce all reports and records pertaining to this contract. Such rights to access shall continue as long as the records are retained by SERVICE PROVIDER.

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- 4) The CONTRACTOR shall have the right of timely and reasonable access to SERVICE PROVIDER premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview, related to all records required to be retained under this Contract.

XIII. SPECIAL PROVISIONS

- a) It is understood and agreed that Brownsville Independent School District and any other party providing services for SERVICE PROVIDER are independent contractors and neither Brownsville Independent School District nor any employee or agents contracted by it shall be deemed for any purposes to be employees or agents of any other party. The Agreement does not create a joint venture or business partnership under Texas laws. Each party assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker' compensation, disability benefits and like requirements and obligations.

- b) No Waiver of Immunity

Brownsville Independent School District and Texas State Technical College neither waives nor relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its entering into this Service Agreement and performance of the functions or obligations described herein.

- c) Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

- d) No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

e) Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addresses set out above, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party. Any party may designate a different address by giving the other party prior written notice.

f) No Assignment

No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by the SERVICE PROVIDER without prior written consent and approval by the CONTRACTOR.

g) Governing Law

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Cameron County, Texas, for any action under this Agreement.

h) Indemnification

To the extent authorized by the laws and the constitution of the State of Texas, CONTRACTOR agrees to indemnify and hold SERVICE PROVIDER, its trustees and employees, harmless from all claims and liabilities made against them arising from this Agreement, to the extent permitted by the constitution and the laws of the State of Texas, that result from the acts or omissions of CONTRACTOR, its agents, employees, independent contractors, and students.

To the extent authorized by the laws and the constitution of the State of Texas, SERVICE PROVIDER agrees to indemnify and hold CONTRACTOR, its trustees and employees, harmless from all claims and liabilities made against them arising from this Agreement, to the extent permitted by the constitution and the laws of the State of Texas, that result from the acts or omissions of SERVICE PROVIDER, its agents, employees, independent contractors, and students

i) Equal Opportunity

CONTRACTOR seeks to provide educational opportunities without regard to race, color, religion, national origin, sex, age or disability. This policy extends to employment and admission requirements, as well as all programs and activities supported by CONTRACTOR. The SERVICE PROVIDER, by regulation, is held to the same standard.

XIV. TSTC TERMS

- a. Limitations. CONTRACTOR is aware that there may be constitutional and statutory limitations on the authority of SERVICE PROVIDER, as an agency of the State of Texas, to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on SERVICE PROVIDER's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; insurance requirements; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on SERVICE PROVIDER except to the extent authorized by the laws and Constitution of the State of Texas.
- b. Texas Public Information Act. Notwithstanding any provisions of this Agreement to the contrary, the BISD understands that SERVICE PROVIDER will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.
- c. Counterparts. The Agreement and this Addendum may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.
- d. TSTC TERMS Controlling. In the event there is a conflict between the terms and conditions of the Agreement and this section XIV, TSTC TERMS, this section XIV, TSTC TERMS will control.

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BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives as of the latest of the below listed dates.

Edgar Padilla
Edgar Padilla (Apr 15, 2020)

Edgar Padilla
Senior Vice President
TSTC – Strategic Partnerships

Apr 15, 2020

Date

Dr. René Gutiérrez
BISD Superintendent

Minerva M. Peña
BISD Board President

Dr. Prisci Roca Tipton
BISD Board Secretary

Date

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Appendix A
Texas State Technical College - Harlingen
Budget Narrative 2020-2021

Texas State Technical College - Harlingen				
Budget Narrative 2020-2021				
Adult Education and Literacy				
19 Students at \$43,000				
SALARIES				
Data Entry Specialist				
Full Time Instructor			\$	-
Part Time Instructor			\$	-
TOTAL SALARIES			\$	-
FRINGE BENEFITS				
Data Entry Specialist (10% Fringe Benefits)			\$	-
Full Time Instructor			\$	-
Part Time Instructor				
TOTAL FRINGE BENEFITS			\$	-
<i>Fringe benefits for full-time staff are computed at 30% of salary.</i>				
TOTAL SALARIES/FRINGE BENEFITS			\$	-
OPERATING				
General Office Supplies				
Educational Supplies (Tools, Books, Materials and Supplies)	5		\$	2,500
Student Resources/Equipment				
Welding \$4,500 each student	5		\$	22,500
Phlebotomy Certification \$1,285 each student	14		\$	18,000
TOTAL OPERATING			\$	43,000
Travel				
Professional Development				
TOTAL TRAVEL			\$	-
TOTAL PROGRAM COST PER YEAR			\$	43,000

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Appendix B

TEXAS WORKFORCE COMMISSION ADULT EDUCATION AND LITERACY LETTER

ID/No:	AEL 06-15, Change 1
Date:	April 19, 2017
Keyword:	AEL; WIOA
Effective:	Immediately

To: Local Workforce Development Board Executive Directors
Adult Education and Literacy Grant Recipients
Commission Executive Offices
Integrated Service Area Managers
Courtesy letters for

From: Reagan Miller, Director, Workforce Development Division

Subject: Expansion of Eligible Population To Be Served from Institutions of Higher Education—*Update*

PURPOSE:

AEL Letter 06-15 provided Adult Education and Literacy (AEL) grant recipients with guidance for enrolling eligible populations in AEL services from institutions of higher education (IHEs) who would otherwise be served in developmental education. This updated AEL Letter:

- expands AEL eligibility requirements related to Texas Success Initiative Assessment (TSIA) scores for students applying to enroll in or attend an IHE; and
- addresses the eligibility documentation requirements for AEL students referred from an IHE.

RESCISSIONS:

AEL Letter 06-15

BACKGROUND:

To support increased partnerships and integration with IHEs, the Texas Workforce Commission has made modifications to student eligibility for grant recipients funded under Request for Proposals 320-14-10. Modifications clarify and increase the eligible population to be served by AEL grant recipients by expanding the range of skill levels for students who are eligible for AEL services and applying for, enrolling in, or attending an IHE and taking the TSIA for college placement.

PROCEDURES:

No Local Flexibility (NLF): This indicates that Boards and AEL entities must comply with the federal and state laws, rules, policies, and required procedures set forth in this AEL Letter and have no local flexibility in determining whether and/or how to comply. All information with an NLF rating is indicated by “must” or “shall.”

Local Flexibility (LF): This indicates that Boards and AEL entities have local flexibility in determining whether and/or how to implement guidance or recommended practices set forth in this AEL Letter. All information with an LF rating is indicated by “may” or “recommend.”

NLF: Grantees must be aware that an eligible individual refers to an individual eligible to receive AEL services, as authorized under Title II of the Workforce Innovation and Opportunity Act. This refers to an eligible who has attained 19 years of age unless specifically exempted from compulsory school attendance by Texas Education Code §25.086 and

- is basic skills deficient;
- does not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education; or
- is an English language learner.

NLF: Grantees must be aware that individuals who have a secondary school diploma or its recognized equivalent are eligible for AEL services if those individuals are basic skills deficient or English language learners.

NLF: Grantees must be aware that an eligible individual applying for entrance into an IHE is considered eligible to receive AEL services if:

- the individual meets the definition of an eligible individual based on tests administered following the Texas AEL Assessment Guide, and
- scores into National Reporting System levels 1–5 on TSIA for college placement in any area—reading, writing, or mathematics.

NLF: Grantees must collect and maintain a documented TSIA score from an IHE to provide AEL services.

NLF: Grantees must verify eligibility of students referred from an IHE for AEL services using tests administered according to the Texas AEL Assessment Guide.

INQUIRIES:

Send inquiries regarding this AEL Letter to aelpolicy.clarifications@twc.state.tx.us.

ATTACHMENT:

Revisions to AEL 06-15 in Track Changes.

REFERENCES:

Workforce Innovation and Opportunity Act of 2014
Final Rule, Programs and Activities Authorized by the Adult Education and Family Literacy Act (Title II of the Workforce Innovation and Opportunity Act)
Title IV, Higher Education Act of 1965, as amended
Texas Education Code §25.086
Texas Education Code §51.3062
Texas AEL Assessment Guide
Request for Proposals 320-14-10

Appendix C
Family Educational Rights and Privacy Act

TSTC acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by TSTC shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.

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Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 6/16/20

Item Title: 2020-2021 Letters of Agreement for X Action
BISD Adult Continuing Education Information
Consortium for Cameron County Discussion

BACKGROUND:

The Brownsville Independent School District’s Adult Continuing Education Consortium for Cameron County is funded through state and federal monies to provide ABE/ASE (Adult Basic Education/Adult Secondary Education), HSE (High School Equivalency), ESL (English as a Second Language) classes and certification for in demand occupations throughout the Cameron County area. These programs deliver educational skills to educationally disadvantaged youth and adults throughout Cameron County. 2020-2021 partnerships will include: AARP, Abundant Life Church, Cameron County Parks & Recreation-El Centro Cultural and Bob Clark Social Service Center, Hacienda del Sol Apartment Homes, Harlingen Housing Authority, La Villita Apartments, Ozanam Learning Center, Paseo Pointe Apartment Homes, Prospera Housing Community Services, Rich Products, San Benito Housing Authority, Sunset Haven Apartments, Valley Regional Medical Center, Workforce Solutions Cameron and the following school districts: Harlingen CISD, La Feria ISD, Los Fresnos CISD, San Benito CISD, Santa Maria ISD and Brownsville ISD. Collaborating Partners: Career and Technical Education, Guidance and Counseling, Youth Connection Program and Parental and Family Engagement.

FISCAL IMPLICATIONS:

In-Kind facilities are provided at no cost to the district. Texas Workforce Commission Grant Award:
TOTAL GRANT AWARD - \$1,573,713

RECOMMENDATION:

Recommend approval to enter into Agreement with Cameron County Community Service Centers and School Districts to provide Adult Basic Education/Adult Secondary Education, High School Equivalency, English as Second Language and certification for in demand occupations classes for the 2020-2021 school year at no cost to the district.

Submitted by: Principal/Program Adm.

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./CFO

Dr. René Gutiérrez, Superintendent

Reviewed by: Staff Attorney

Approved by: Deputy Superintendent

Minerva Almanza

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Thursday, June 11, 2020 2:40 PM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: 3rdRequest: Adult Continuing Education - Contracts

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mrs. Celis,

I approve all agreements except, the Cameron County Park and Come Dreams. All others are ready for signature.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

...loyal, faithful and aggressive representation...

On Thursday, June 11, 2020, 08:00:50 AM CDT, Sara Celis <scelis@bisd.us> wrote:

Good morning Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521



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From: Sara Celis
Sent: Wednesday, June 10, 2020 10:38 AM
To: Baltazar Salazar <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 2nd Request: Adult Continuing Education - Contracts

Good morning Mr. Salazar,

The attached agreements are pending your review and approval.

*More to follow

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521



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From: Sara Celis
Sent: Tuesday, June 09, 2020 10:48 AM
To: 'Baltazar Salazar' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanzal@bisd.us>
Subject: Adult Continuing Education - Contracts

Good morning Mr. Salazar,

The attached agreements are pending your review and approval.

*More to follow

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521



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The Brownsville Independent School District does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.

Minerva Almanza

From: Sara Celis
Sent: Thursday, June 11, 2020 8:00 AM
To: Baltazar Salazar
Cc: Minerva Almanza
Subject: 3rdRequest: Adult Continuing Education - Contracts
Attachments: 19-20 Sub Contractual Agreement 3rd part.pdf; AARP 2020-2021.pdf; Abundant Life Church 2020-2021.pdf; Cameron County Parks and Recreation 2020-2021.pdf; Careera and Technical Education 2020-2021.pdf; Come Dream 2020-2021.pdf; Guidance and Counseling 2020-2021.pdf; Hacienda Del Sol Apts 2020-2021.pdf; Harlingen CISD 2020-2021.pdf; Harlingen Housing Authority 2020-2021.pdf; La Feria ISD 2020-2021.pdf; La Villita Apts 2020-2021.pdf; Los Fresnos CISD 2020-2021.pdf

Good morning Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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The Brownsville Independent School District does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.

From: Sara Celis
Sent: Wednesday, June 10, 2020 10:38 AM
To: Baltazar Salazar <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 2nd Request: Adult Continuing Education - Contracts

Good morning Mr. Salazar,

The attached agreements are pending your review and approval.

*More to follow

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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From: Sara Celis
Sent: Tuesday, June 09, 2020 10:48 AM
To: 'Baltazar Salazar' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Adult Continuing Education - Contracts

Good morning Mr. Salazar,

The attached agreements are pending your review and approval.

*More to follow

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

565



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Minerva Almanza

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Thursday, June 11, 2020 2:30 PM
To: Minerva Almanza
Cc: Sara Celis; Patricia Perez
Subject: Re: Adult Continuing Education - Contracts

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mrs. Celis,

I have reviewed and approval all attached Continuing Adult Education agreements for signature.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

...loyal, faithful and aggressive representation...

On Thursday, June 11, 2020, 11:17:06 AM CDT, Minerva Almanza <malmanza1@bisd.us> wrote:

Sir, as per Pat please reply immediately.

Thank you

Minnie

From: Sara Celis
Sent: Thursday, June 11, 2020 8:02 AM
To: Baltazar Salazar <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Adult Continuing Education - Contracts

The 2nd batch of agreements from Adult Continuing Education pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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From: Sara Celis
Sent: Wednesday, June 10, 2020 2:47 PM
To: Baltazar Salazar <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Adult Continuing Education - Contracts

Good afternoon Mr. Salazar,

The attached are the second set of agreements from Adult Continuing Education pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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Minerva Almanza

From: Sara Celis
Sent: Thursday, June 11, 2020 8:02 AM
To: Baltazar Salazar
Cc: Minerva Almanza
Subject: Adult Continuing Education - Contracts
Attachments: Ozanam Educational Center 2020-2021.pdf; Parental and Family Engagement 2020-2021.pdf; Paseo Pointe Apts 2020-2021.pdf; Prospera Housing Community 2020-2021.pdf; Rich Products 2020-2021.pdf; San Benito Housing Authority 2020-2021.pdf; Santa Maria ISD 2020-2021.pdf; Sunset Haven Apts 2020-2021.pdf; TSC 2020-2021.pdf; Valley Regional Medical Center 2020-2021.pdf; Workforce Solutions Cameron 2020-2021.pdf; Youth Connection Program 2020-2021.pdf

The 2nd batch of agreements from Adult Continuing Education pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
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Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

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Dr. René Gutiérrez
Superintendent of Schools

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Brownsville ISD Adult Continuing Education understands the role of AARP participants and the responsibilities in supporting each participant's quest for an unsubsidized job. As AARP's community partner, ACE will support the following requirements that are part of each participant's agreement with AARP:

2020-2021

(Community Based Organization)

- 1) The purpose of the SCSEP is for a participant to provide community service while they actively pursue unsubsidized employment off of the program. When an individual enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.
- 2) Participants are asked to cooperate with the Project Director and Employment Specialists by:
 - Accepting referrals and interviews for employment outside the program;
 - Conducting an ongoing search for unsubsidized employment as specified in their IEP and as directed by the Project Director and/or project site staff;
 - Accepting regular transfers to other host agency assignments as necessary to further their training and work experience;
 - Maintaining registration with the State Employment Service and/or One Stop Center;
 - Attending job search training, job clubs, participant meetings, etc., when offered by the Project Office, and to engage in continuing unsubsidized job search activities.

Note: These activities may cause the participant to miss some hours at their host agency assignment.

- 3) The Senior Community Service Employment Program (SCSEP) is a short-term, work-training program to prepare participants for unsubsidized employment off of the program. The program is not an entitlement, nor is it designed to provide income maintenance. SCSEP participants are considered to be in training status, preparing to accept unsubsidized employment. They, and you as the host agency supervisor, must understand and accept that training with the host agency is a short-term training opportunity, NOT a job, and that participants are NOT employees of either the AARP Foundation or the host agency to which they are temporarily assigned
- 4) Host Agency understands that AARP Foundation SCSEP does not conduct background checks or drug screenings on Program participants. Host Agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.
- 5) Host agencies must not use participants as substitutes for permanent employees in their agency. Federal regulations prohibit this violation of "maintenance of effort." Host agencies must not substitute federal dollars for local dollars. Participants are additions to, not substitutes for, regular agency staff
- 6) To become and remain a Host Agency, the Host Agency agrees to have a fax machine in good working condition in order to both receive and send participant Time Attendance Reports from and to the Project Site office or designated fax number. "Good working order" includes insuring that the document output settings are correct so that the fax is readable—not overly dark or overly light. Without good fax copies, AARP Foundation SCSEP cannot scan timesheets. If AARP Foundation SCSEP is consistently unable to scan your timesheets, AARP Foundation SCSEP participants cannot be paid and would potentially have to be transferred to a host agency where fax machines work properly.



Dr. René Gutiérrez
Superintendent of Schools

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- 7) Host agencies agree to give serious consideration for any permanent job openings in the agency to qualified assigned participants. This Host Agency agrees to provide supervision, training, and a safe work site for each assigned participant. The Host Agency also agrees to the provisions outlined in the Participant - Host Agency Handbook provided by the program as a condition of participation in the Senior Community Service Employment Program.
- 8) The Department of Labor (DoL) now requires a survey of randomly selected Host Agencies. This survey is generally done in January. If selected please complete the survey as it influences continued DoL funding for this grant. The DoL will make three attempts to get a completed survey from you. While the survey may have up to 20 questions, answering any five completes the survey for DoL purposes and prevents these follow-ups
- 9) Insurance and Safety for SCSEP Participants: AARP Foundation SCSEP will be responsible for providing workers' compensation insurance for all Participants, in accordance with state law. The Host Agency is responsible for maintaining a safe working environment for SCSEP Participants during their normal course of duties; and to insure that proper equipment, procedures, and safe practices are used in conformance with state law. AARP Foundation has the right to coordinate safety inspections with the Host Agency to insure that work procedures, equipment and practices are used to protect the safety of SCSEP Participants. If the Host Agency, fails to adhere to reasonable safe working practices, AARP Foundation SCSEP has the right to terminate the contract for cause and for the protection of SCSEP Participants.

Five key safety issues that the Host Agency must keep in mind at all times:

- No lifting over 20 pounds
- No step stools or ladders
- Participants may not drive their personal vehicle while conducting Host Agency business. Participants are authorized to operate an insured Host Agency vehicle as part of their training assignment
- No open-toed or high heel shoes
- Enrollees are always supervised

10) AARP Foundation SCSEP is a federally funded program and as such, is required by federal regulations to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is understood and agreed that AARP Foundation SCSEP shall pay the wages of participants assigned to the host agency. The host agency agrees to verify, sign and return completed timesheets to AARP Foundation SCSEP for processing. Federal regulations also require that timesheets be signed by the individual participant and by a responsible supervisory official having firsthand knowledge of the hours worked by the participants



Dr. René Gutiérrez
Superintendent of Schools

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

AARP Foundation SCSEP recognizes that assigned supervisors change and may not always be available to sign participant timesheets. Therefore, to ensure compliance with federal regulations, in lieu of providing the names and signatures of authorized supervisors, by signing this Host Agency Agreement, the authorized agency representative agrees to ensure that the participant signs his/her timesheet and that a responsible supervisory official of the agency certifies that the reported information on the timesheet is correct.

- 11) The host agency supervisor will be listed on the Time Attendance Report. If there are changes to a participant's supervisor, the Project Office must be notified so that the Project Site Office can update the information in our databases. BISD's ACE Program runs from July 1, 2020 through June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Martha Balboa-Crixell, Executive Director
AARP Foundation SCSEP

_____ Date

_____ Dr. René Gutiérrez
Superintendent

_____ Minerva M. Peña
Board President

_____ Dr. Prisci Roca Tipton
Board Secretary

_____ Date



Dr. René Gutiérrez
 Superintendent of Schools

Dr. Debbie Alford
 Administrator



BISD Adult Continuing Education

**LETTER of AGREEMENT
 2020-2021
 ABUNDANTLIFE CHURCH
 (COLLABORATING PARTNER)**

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

AbundantLife Church-Collaborating Partner
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:
Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:
Provide staff development to data entry personnel on the usage of the TEAMS database.



Dr. René Gutiérrez
Superintendent of Schools

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
 - (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

- (A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
- (B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.



Dr. René Gutiérrez
Superintendent of Schools

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;
- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent of Schools

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

AdundantLife Church acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by AdundantLife Church shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Pastor Danny Garza
AbundantLife Church

Dr. René Gutiérrez
Superintendent

Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date

THE STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS**
COUNTY OF CAMERON §

THAT, THIS LICENSE made on this day and entered into by and between the County of Cameron, by and through its County Judge, hereinafter called the "COUNTY", and Brownsville Independent School District Adult Continuing Education hereinafter called the "LICENSEE" represented by Debbie Alford, Education Administrator.

WITNESSETH:

I.

TERM OF LICENSE

The Licensee shall use the property to provide adult basic education services for the community beginning July 1, 2020 and ending August 31, 2021.

II.

PROPERTY INVOLVED IN LICENSE

The subject property in this license is described as follows, to wit: El Centro Cultural-Cameron Park more specifically described in Exhibit "A", attached hereto.

III.

USE OF THE PROPERTY

(a) The purpose of this license is to permit the LICENSEE to provide adult basic education services that consist of English as a Second Language (ESL), English Literacy Civics (civic awareness education) and Adult Basic Education/GED Preparation (ABE/GED) for adult learners at no fee for program participants for the residents of the Cameron Park area. See Exhibit "B", which is attached hereto and incorporated by reference as if fully set forth herein.

(b) The LICENSEE shall consult with the County's Parks Director or Deputy Parks

Director to determine the boundaries of the area that will be utilized by the LICENSEE.

(c) The LICENSEE shall not alter or interfere with any existing structures, fences or facilities and will conserve the natural habitat of the area. All trash shall be removed from the property. Explosives, pyrotechnic devices of any kind, firearms, and campfires are prohibited in order to avoid the risk of fire damage.

IV.

REVOCABILITY AND ASSIGNABILITY

This LICENSE is revocable by either party upon written notice. The revocation is effective one day after the date it is delivered by registered mail, return receipt requested or if delivered in person. This LICENSE is not assignable.

V.

INDEMNIFICATION

This agreement is made upon the express condition that the COUNTY shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of LICENSEE, its agents or employees, or third persons, but only to the extent caused by, arising out of, or relating to the work of LICENSEE while in or upon said property or any part thereof during the term of this agreement occasioned by any occupancy or use of said premises or any activity carried on by LICENSEE. LICENSEE hereby covenants and agrees, as permitted by law, to indemnify and save harmless the COUNTY from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses caused by, arising out of, or relating to the work of LICENSEE, however occurring or damages growing out of same.

VI.

INSURANCE

During the term of this License Agreement, LICENSEE shall procure and keep in force the following insurance: (A) work injury plan for the benefit all of its employees and volunteers and (B) general liability and property damage insurance, with limits, ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00) for each injury and THREE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$300,000.00) for each occurrence, and as to property damage THREE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$300,000.00). Licensee shall give the COUNTY at least thirty (30) day's notice of any material change in or cancellation or non-renewal of such policies; furthermore, LICENSEE shall provide the COUNTY, through the County Park Director or Deputy Parks Director with either copies of these policies, or alternatively, Certificates of Insurance, to confirm such coverage. Note that the agreement requests if the LICENSEE is a governmental agency and self-insured, then it may submit a letter stating that it is self-insured and the terms of this paragraph will not apply.

Brownsville Independent School District Adult Continuing Education will carry liability and all appropriate insurance on BISD Adult Continuing Education staff and their participants. BISD Adult Continuing Education is solely responsible for the actions of their employees and program activities.

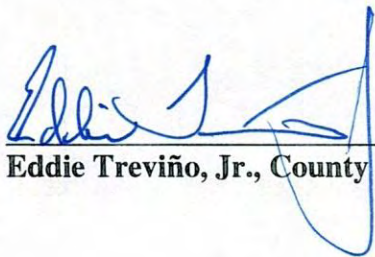
and is performable in Cameron County, Texas.

(f) If any section, paragraph, sentence or phase hereof is held to be illegal or unenforceable by a Court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this LICENSE.

(g) COUNTY agrees during the term of this license and any extensions hereunder to allow reasonable ingress and egress to the property.

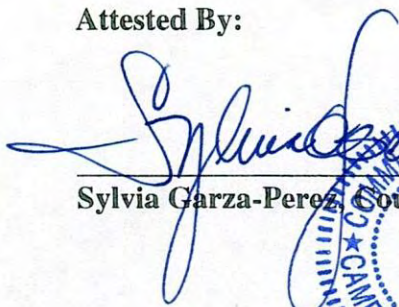
(h) Nothing in this License Agreement shall be construed or interpreted as a waiver or relinquishment of governmental, sovereign, or statutory immunity that the parties may be entitled to law.

SIGNED on this the 3rd day of March 2020.


Eddie Treviño, Jr., County Judge

Dr. René Gutiérrez, Superintendent

Attested By:


Sylvia Garza-Perez, County Clerk

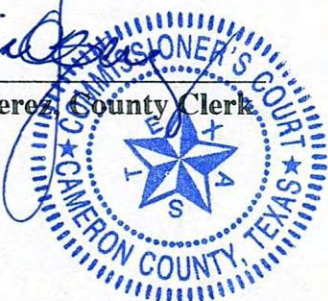


Exhibit A
El Centro Cultural-Cameron Park
2100 Gregory Avenue, Brownsville, Texas 78526





Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Exhibit B

To: Mr. Joe E. Vega
Parks Deputy Director
Cameron County Parks and Recreation

From: Dr. Debbie Alford
Administrator for ACE
Brownsville Independent School District

Date: February 19, 2020

RE: Cameron County Facility Usage Request

We are kindly requesting your assistance to continue our partnership that provides adult basic education services at Cameron Park Centro Cultural and the Bob Clark Social Service Center. The adult basic education services consist of English as a Second Language (ESL), English Literacy Civics (civic awareness education) and Adult Basic Education/GED Preparation (ABE/GED) for adult learners at no fee for program participants. These facilities have been made available to our program for several years and have proven instrumental in providing much needed classroom space. Additionally, they allow our program to meet our goal of making class sites accessible to program participants. As we prepare for the start of the new school year, we would like to secure approval to utilize the building starting, July 1, 2020 through August 31, 2021 to continue our collaborative endeavor in educating those most in need within our community.

Let me thank you in advance for your assistance. Should you need additional information please contact our office at (956) 548-8175.

THE STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS**
COUNTY OF CAMERON §

THAT, THIS LICENSE made on this day and entered into by and between the County of Cameron, by and through its County Judge, hereinafter called the "COUNTY", and Brownsville Independent School District Adult Continuing Education hereinafter called the "LICENSEE" represented by Debbie Alford, Education Administrator.

WITNESSETH:

I.

TERM OF LICENSE

The Licensee shall use the property to provide adult basic education services for the community beginning July 1, 2020 and ending August 31, 2021.

II.

PROPERTY INVOLVED IN LICENSE

The subject property in this license is described as follows, to wit: Bob Clark Social Service Center more specifically described in Exhibit "A", attached hereto.

III.

USE OF THE PROPERTY

(a) The purpose of this license is to permit the LICENSEE to provide adult basic education services that consist of English as a Second Language (ESL), English Literacy Civics (civic awareness education) and Adult Basic Education/GED Preparation (ABE/GED) for adult learners at no fee for program participants for the residents of the Browne Road area. See Exhibit "B", which is attached hereto and incorporated by reference as if fully set forth herein.

(b) The LICENSEE shall consult with the County's Parks Director or Deputy Parks

Director to determine the boundaries of the area that will be utilized by the LICENSEE.

(c) The LICENSEE shall not alter or interfere with any existing structures, fences or facilities and will conserve the natural habitat of the area. All trash shall be removed from the property. Explosives, pyrotechnic devices of any kind, firearms, and campfires are prohibited in order to avoid the risk of fire damage.

IV.

REVOCABILITY AND ASSIGNABILITY

This LICENSE is revocable by either party upon written notice. The revocation is effective one day after the date it is delivered by registered mail, return receipt requested or if delivered in person. This LICENSE is not assignable.

V.

INDEMNIFICATION

This agreement is made upon the express condition that the COUNTY shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of LICENSEE, its agents or employees, or third persons, but only to the extent caused by, arising out of, or relating to the work of LICENSEE while in or upon said property or any part thereof during the term of this agreement occasioned by any occupancy or use of said premises or any activity carried on by LICENSEE. LICENSEE hereby covenants and agrees, as permitted by law, to indemnify and save harmless the COUNTY from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses caused by, arising out of, or relating to the work of LICENSEE, however occurring or damages growing out of same.

VI.

INSURANCE

During the term of this License Agreement, LICENSEE shall procure and keep in force the following insurance: (A) work injury plan for the benefit all of its employees and volunteers and (B) general liability and property damage insurance, with limits, ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00) for each injury and THREE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$300,000.00) for each occurrence, and as to property damage THREE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$300,000.00). Licensee shall give the COUNTY at least thirty (30) day's notice of any material change in or cancellation or non-renewal of such policies; furthermore, LICENSEE shall provide the COUNTY, through the County Park Director or Deputy Parks Director with either copies of these policies, or alternatively, Certificates of Insurance, to confirm such coverage. Note that the agreement requests if the LICENSEE is a governmental agency and self-insured, then it may submit a letter stating that it is self-insured and the terms of this paragraph will not apply.

Brownsville Independent School District Adult Continuing Education will carry liability and all appropriate insurance on BISD Adult Continuing Education staff and their participants. BISD Adult Continuing Education is solely responsible for the actions of their employees and program activities.

VII.

NOTICES

Any notice or writing required or permitted to be given under the terms of this LICENSE shall be regarded as delivered when a copy of same has been delivered to the party entitled to receive it by Certified Mail, Return Receipt Requested, or by personal delivery at the address given below or such other address as a party may designate by written notice to the other party.

TO LICENSEE: Dr. Debbie Alford, Education Administrator
BISD Adult Continuing Education
708 Palm Blvd.
Brownsville, Texas 78520

TO COUNTY: Eddie Treviño, Jr.
County Judge
Cameron County Courthouse
1100 East Monroe
Brownsville, Texas 78520

GENERAL PROVISIONS

(a) This document embraces the entire agreement between the parties hereto and no statement, remark, agreement, or understanding, oral or written, not contained herein shall be recognized or enforced. This LICENSE may be modified only by written addendum hereto signed by all the parties.

(b) For the purpose of this LICENSE, the singular number shall include the plural, and masculine shall include the feminine and vice versa, whenever the context so admits.

(c) The caption and headings in the LICENSE are inserted solely for convenience of references, and are not a part of not intended to govern, limit and/or aid in the construction of any provision hereof.

(d) As this license is granted gratuitously, LICENSEE consents that this document shall be construed in favor of the COUNTY.

(e) This LICENSE is governed by the laws of the State of Texas and construed there under

and is performable in Cameron County, Texas.

(f) If any section, paragraph, sentence or phase hereof is held to be illegal or unenforceable by a Court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this LICENSE.

(g) COUNTY agrees during the term of this license and any extensions hereunder to allow reasonable ingress and egress to the property.

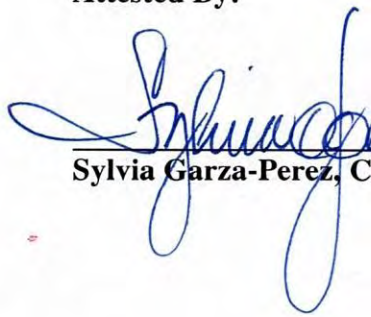
(h) Nothing in this License Agreement shall be construed or interpreted as a waiver or relinquishment of governmental, sovereign, or statutory immunity that the parties may be entitled to law.

SIGNED on this the 3rd day of March 2020.


Eddie Treviño, Jr., County Judge

Dr. René Gutiérrez, Superintendent

Attested By:


Sylvia Garza-Perez, County Clerk




Exhibit A
Bob Clark Social Service Center
9901 California Rd.
Brownsville, Texas 78521





Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Exhibit B

To: Mr. Joe E. Vega
Parks Deputy Director
Cameron County Parks and Recreation

From: Dr. Debbie Alford
Administrator for ACE
Brownsville Independent School District

Date: February 19, 2020

RE: Cameron County Facility Usage Request

We are kindly requesting your assistance to continue our partnership that provides adult basic education services at Cameron Park Centro Cultural and the Bob Clark Social Service Center. The adult basic education services consist of English as a Second Language (ESL), English Literacy Civics (civic awareness education) and Adult Basic Education/GED Preparation (ABE/GED) for adult learners at no fee for program participants. These facilities have been made available to our program for several years and have proven instrumental in providing much needed classroom space. Additionally, they allow our program to meet our goal of making class sites accessible to program participants. As we prepare for the start of the new school year, we would like to secure approval to utilize the building starting, July 1, 2020 through August 31, 2021 to continue our collaborative endeavor in educating those most in need within our community.

Let me thank you in advance for your assistance. Should you need additional information please contact our office at (956) 548-8175.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

LETTER of AGREEMENT
2020-2021
HACIENDA DEL SOL APARTMENT HOMES
(COLLABORATING PARTNER)

This Letter of Agreement is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the Cameron County area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

Hacienda del Sol Apartment Homes
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:
Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:
Provide staff development to data entry personnel on the usage of the TEAMS database.

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd, Brownsville, Texas 78520
Phone: (956) 548-8175, Fax: (956) 548-7904

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BISD no discrimina a base de raza, color, origen nacional, sexo, religion, edad, discapacidad o informacion genetica en el empleo o en la provision de servicios, programas o actividades.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
 - (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

- (A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
- (B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;
- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Hacienda del Sol Apartment Homes acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by Texas Hacienda del Sol Apartment Homes shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent


Ginger Miller Senior Vice President
Hacienda del Sol Apartments

Dr. René Gutiérrez
Superintendent

3-6-2020
Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd. Brownsville, Texas 78520

Phone: (956) 548-8175, Fax: (956) 548-7904

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Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

**LETTER of AGREEMENT
2020-2021
HARLINGEN HOUSING AUTHORITY
(COLLABORATING PARTNER)**

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

Harlingen Housing Authority-Collaborating Partner
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:
Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:
Provide staff development to data entry personnel on the usage of the TEAMS database.

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd. Brownsville, Texas 78520
Phone: (956) 548-8175, Fax: (956) 548-7904

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Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

(A) The AEL grant recipient shall serve as the point of contact with the Agency.

(B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:

(i) transmit questions and grant-related needs for AEL consortium members to the Agency; and

(ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

(A) monitor programmatic and fiscal progress against goals and project deliverables; and

(B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

(A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and

(B) submit this information to the Agency.

1.6 Workforce area coverage.

(A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

(B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd. Brownsville, Texas 78520
Phone: (956) 548-8175, Fax: (956) 548-7904

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Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;
- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
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Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd. Brownsville, Texas 78520
Phone: (956) 548-8175, Fax: (956) 548-7904

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Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

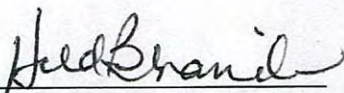
Harlingen Housing Authority acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by Harlingen Housing Authority shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent


Hilda Benavides Executive Director
Harlingen Housing Authority

Dr. René Gutiérrez
Superintendent

03-13-2020
Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd. Brownsville, Texas 78520
Phone: (956) 548-8175, Fax: (956) 548-7904

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Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

LETTER of AGREEMENT 2020-2021

LA VILLITA APARTMENTS (COLLABORATING PARTNER)

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

La Villita Apartments-Collaborating Partner
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:
Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:
Provide staff development to data entry personnel on the usage of the TEAMS database.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

(A) The AEL grant recipient shall serve as the point of contact with the Agency.

(B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:

(i) transmit questions and grant-related needs for AEL consortium members to the Agency; and

(ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

(A) monitor programmatic and fiscal progress against goals and project deliverables; and

(B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

(A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and

(B) submit this information to the Agency.

1.6 Workforce area coverage.

(A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

(B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;
- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

La Villita Apartments acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by La Villita Apartments shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road, Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Janie Urdiales, Manager
La Villita Apartments

Dr. René Gutiérrez
Superintendent

5.26.2020

Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

**LETTER of AGREEMENT
2020-2021
OZANAM CENTER
(COLLABORATING PARTNER)**

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

Ozanam Center-Collaborating Partner
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:
Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:
Provide staff development to data entry personnel on the usage of the TEAMS database.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
 - (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

(A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

(B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;
- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Ozanam Center acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by Ozanam Center shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Victor Maldonado, Director
Ozanam Center

Date

3/10/2020

Dr. René Gutiérrez
Superintendent

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

**LETTER of AGREEMENT
2020-2021
PASEO POINTE APARTMENT HOMES
COLLABORATING PARTNER**

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

Paseo Pointe Apartment Homes-Collaborating Partner	
RESPONSIBILITIES:	
1.0 PROGRAM PLANNING:	
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.	
2.0 FIXED ASSETS:	
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.	
3.0 PERSONNEL:	
Will provide the name of personnel who will be the liaison to BISD ACE.	

BISD Adult Continuing Education	
RESPONSIBILITIES:	
1.0 PROGRAM PLANNING:	
Provide information on Performance Measures. Provide recruitment and registration information.	
2.0 INSTRUCTIONAL DESIGN:	
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.	
3.0 PERSONNEL:	
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison	
4.0 TEAMS:	
Provide staff development to data entry personnel on the usage of the TEAMS database.	

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd. Brownsville, Texas 78520
Phone: (956) 548-8175, Fax: (956) 548-7904

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Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
 - (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

- (A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
- (B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd. Brownsville, Texas 78520

Phone: (956) 548-8175, Fax: (956) 548-7904

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Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;
- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.
- Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.
- Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Paseo Pointe Apartment Homes acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by Texas Paseo Pointe Apartment Homes shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Ginger Miller, Senior Vice President
Paseo Pointe Apartment Homes

Dr. René Gutiérrez
Superintendent

3/16/2020
Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd. Brownsville, Texas 78520
Phone: (956) 548-8175, Fax: (956) 548-7904

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Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

LETTER of AGREEMENT 2020-2021

PROSPERA HOUSING COMMUNITY SERVICES Brownsville-Cunningham Manor Housing & Community Service Inc., Harlingen-Harrison Manor Apartments & Robin Hood Apartments (COLLABORATING PARTNER)

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

PROSPERA HOUSING COMMUNITY SERVICES-Collaborating Partner
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:
Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:
Provide staff development to data entry personnel on the usage of the TEAMS database.

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd. Brownsville, Texas 78520
Phone: (956) 548-8175, Fax: (956) 548-7904

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Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
 - (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
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1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

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Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;
- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks` notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

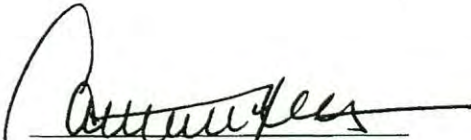
Prospera Housing Community Services acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by Prospera Housing Community Services shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent


Carmen Hancock, Vice President
Resident Services

Dr. René Gutiérrez
Superintendent

March 6, 2020
Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd. Brownsville, Texas 78520
Phone: (956) 548-8175, Fax: (956) 548-7904

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.



Dr. René Gutiérrez Superintendent	Dr. Debbie Alford Administrator
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BISD Adult Continuing Education

**LETTER of AGREEMENT
2020-2021
RICH PRODUCTS
(COLLABORATING PARTNER)**

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged youth and adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Education Co-Op, the following are the requested duties and responsibilities of both parties.

Rich Products-Collaborating Partner
RESPONSIBILITIES:
PROGRAM PLANNING:
<ul style="list-style-type: none"> • Identify opportunities for cooperation and to eliminate barriers to effective and continued collaboration • Inform the community about career training opportunities available through Rich Products • Provide presentations to BISD Adult Continuing Education students • Provide BISD Adult Continuing Education students guided tours of Rich Products

BISD Adult Education
RESPONSIBILITIES:
PROGRAM PLANNING:
<ul style="list-style-type: none"> • Provide recruitment information • Provide registration dates and fliers

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
- (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

- (A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
- (B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
- (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Rich Products acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District.

Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by Rich Products Center shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Jessica White, H.R. Manager
Rich Products

Dr. René Gutiérrez
Superintendent

Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

**LETTER of AGREEMENT
2020-2021
SAN BENITO HOUSING AUTHORITY
(COLLABORATING PARTNER)**

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

San Benito Authority-Collaborating Partner
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:
Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:
Provide staff development to data entry personnel on the usage of the TEAMS database.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

(A) The AEL grant recipient shall serve as the point of contact with the Agency.

(B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:

(i) transmit questions and grant-related needs for AEL consortium members to the Agency; and

(ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

(A) monitor programmatic and fiscal progress against goals and project deliverables; and

(B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

(A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and

(B) submit this information to the Agency.

1.6 Workforce area coverage.

(A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

(B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;
- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

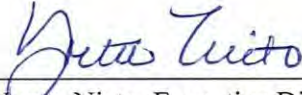
San Benito Housing Authority acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by San Benito Housing Authority shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent



Yvette Nieto, Executive Director
San Benito Housing Authority

Dr. René Gutiérrez
Superintendent

3.11.2020

Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

LETTER of AGREEMENT 2020-2021

SUNSET HAVEN APARTMENTS (COLLABORATING PARTNER)

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

Sunset Haven Apartments-Collaborating Partner
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:
Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:
Provide staff development to data entry personnel on the usage of the TEAMS database.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
- (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

(A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

(B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;
- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

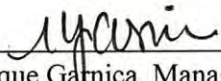
Sunset Haven Apartments acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by Sunset Haven Apartments shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

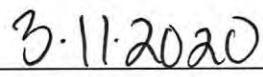
1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent



Monique Gamica, Manager
Sunset Haven Apartments

Dr. René Gutiérrez
Superintendent



Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

LETTER of AGREEMENT 2020-2021

VALLEY REGIONAL MEDICAL CENTER (COLLABORATING PARTNER)

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

Valley Regional Medical Center-Collaborating Partner
RESPONSIBILITIES:
PROGRAM PLANNING:
<ul style="list-style-type: none"> • VRMC will provide opportunities for Certified Nurse Assistants/Adult Continuing Education students to tour facility. • VRM will provide orientation of employment opportunities available to Certified Nurse Assistant/Adult Continuing Education students. • VRMC will collaborate with Adult Continuing Education to promote employment at VRMC.

BISD Adult Education
RESPONSIBILITIES:
PROGRAM PLANNING:
<ul style="list-style-type: none"> • Screen students to match the employability qualifications required by Valley Regional Medical Center. • Refer students to Valley Regional Medical Center for Employment. • Collaborate with VRMC staff to promote employment opportunities for students.

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd. Brownsville, Texas 78520
Phone: (956) 548-8175. Fax: (956) 548-7904

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
 - (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

- (A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
- (B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
 - (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

(ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;

(iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and

(iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.

(g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.

(1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.

(2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Valley Regional Medical Center acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by Valley Regional Medical Center shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Art Garza, CEO
Valley Regional Medical Center

05/14/2020

Date

Dr. René Gutiérrez
Superintendent

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd. Brownsville, Texas 78520

Phone: (956) 548-8175, Fax: (956) 548-7904

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.



Memorandum of Understanding

Workforce Solutions Cameron and Brownsville Independent School District Adult Continuing Education

The following Memorandum of Understanding (Agreement) sets forth the terms of agreement for cooperation and partnership between Workforce Solutions Cameron (WFS Cameron) and the Brownsville Independent School District Adult Continuing Education (BISD ACE).

I. Purpose of Agreement

The purpose of this Memorandum of Understanding (MOU) is to define the parameters within which education, workforce, economic development, and other partner programs and entities operating in Cameron County create a seamless, customer-focused American Job Center network that aligns service delivery across the board and enhances access to program services. By realizing one-stop opportunities together, partners are able to build community-benefiting bridges, rather than silos of programmatic isolation. With this MOU, we seek to establish a cooperative and mutually beneficial relationship between WFS Cameron and BISD ACE, to set forth the relative responsibilities of the parties insofar as they relate to planning and implementation of individual and mutual duties, obligations, and responsibilities.

Both parties agree to prepare adults and drop-out youth for participation in the labor force by increasing their occupational and education skills, resulting in improved long-term employability, increased employment and earning, reduced welfare dependency and enhance the overall livelihood of our community.

WFS Cameron and BISD ACE will maintain the confidentiality of information that comes under their control consistent with provisions of the Federal Freedom of Information and Privacy Acts.

II. Duration of Agreement

The agreement is effect on July 1, 2020 and shall remain in full effect until June 30, 2021 or until it is cancelled by either party in accordance with the terms described in Section XI of this document. The parties reserve the right to modify the scope, direction, structure, and content of this agreement based upon legislative changes, Board directives, availability of funding, or other circumstances as warranted and agreed upon by the parties.

III. General Provisions

It is understood by the parties that each should fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation which govern their activities. Nothing in this

Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

IV. Responsibilities of the Parties Under Agreement

In consideration of the mutual aims and desires of the parties to this Agreement and in recognition of the public benefits to be derived from effective implementation of the programs involved, the parties agree that their responsibilities under this agreement shall be as follows:

A. WFS Cameron shall:

- Identify staff member(s) to coordinate with BISD ACE and serve as liaisons;
- Refer customers who appear to meet the eligibility criteria for BISD ACE, utilizing the appropriate referral form;
- Display and disseminate BISD ACE program outreach materials to interested customers;
- Provide WFS Cameron outreach materials or other program materials to BISD ACE for display and dissemination to interested customers;
- Provide services related to career exploration and work readiness;
- Provide services related to job placement assistance;
- Provide collaborated efforts to create a platform for BISD ACE to connect with employers, allowing BISD ACE to provide workplace skills to employees;
- Provide meeting room space, when available, at the One Stop Centers for BISD ACE program registrations/orientations.
- Accept referrals from BISD ACE for WIOA Basic, Career, and/or Training Services, as funding permits, to AEL participants & graduates.
- Provide an orientation to BISD ACE staff on the WFS Cameron programs and refresher follow up orientations as needed;
- Coordinate with the Board to leverage common resources in the provision of services to customers that are enrolled in the WFS Cameron's WIOA Youth and Adult programs and the BISD ACE AEL Program;
- Participate in joint program meetings as scheduled, to discuss program progress and outcomes on customers enrolled in WFS Cameron's WIOA Youth or Adult programs and the BISD ACE AEL program;
- Provide (when applicable) joint planning to enhance programs that benefit mutual customers/participants;
- Provide Personally Identifiable Information (PII) to BISD ACE on customers/participants being provided shared/co-enrolled services for a more streamlined and efficient workforce development system;
- Provide access to systems for data sharing of mutual customers/participants;
- Collaborate with BISD ACE on community service projects.

B. BISD ACE Program shall:

- Refer customers who are in need of services provided by WFS Cameron, utilizing

the appropriate referral form;

- Display and disseminate WFS Cameron outreach materials to interested customers;
- Provide BISD ACE outreach materials or other program materials to WFS Cameron Center staff for display and dissemination to interested customers;
- Provide an orientation to WFS Cameron Center staff on the BISD ACE program and refresher follow up orientations as needed;
- Coordinate with the Board to leverage common resources in the provision of services to customers that are enrolled in the BISD ACE AEL Program and WFS Cameron's WIOA Youth and Adult programs;
- Provide Adult Continuing Education services to customers referred by WFS Cameron staff;
- Participate in joint program meetings as scheduled, to discuss program progress and outcomes on customers enrolled in WFS Cameron's WIOA Youth or Adult programs and the BISD ACE AEL program;
- Provide (when applicable) joint planning to enhance programs that benefit mutual customers/participants;
- Provide Personally Identifiable Information (PII) to WFS Cameron on customers/participants being provided shared/co-enrolled services for a more streamlined and efficient workforce development system;
- Collaborate with WFS Cameron on community service projects.

V. Allocation of Costs

WFS Cameron and BISD ACE assume full responsibility for their respective costs associated with their performance of the terms of this Agreement.

However, if both parties agree to the co-location of staff, an Infrastructure Agreement may be entered into and added to this MOU. The Infrastructure Agreement will include:

- Beginning and end date;
- Parties to the agreement;
- Shared services budget used to determine the cost (in-kind and/or cash);
- Frequency and process to review and reconcile the budget and costs;
- Party to whom the payment is made;
- Amount of the payment; and
- Invoicing process and due date of payment.

For non-co-located partners, an infrastructure-funding agreement may be developed that identifies the manner in which the Board and its partners support funding of the Workforce Solutions Offices. Partners will determine the proportionate use and relative benefit received to calculate an infrastructure contribution. For this agreement, the services provided are comparable in cost; therefore, the necessity for the exchange of money is trifling. An allocation of funds and costs is *di minimus*.

VI. Subcontracts

All subcontracts or other agreements entered into by WFS Cameron and BISD ACE to fulfill the purpose of this Agreement must require the subcontractors or other parties to fulfill the requirements described in Section IV of this Agreement.

VII. Reasonable Accommodations

WFS Cameron and BISD ACE are committed to ensure reasonable accommodations are made with all customers, upon request, in compliance with the Americans with Disability Act Amendments Act of 2008.

VIII. Non-Discrimination and Equal Opportunity

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

IX. Confidentiality

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

X. Grievance Procedure

Workforce Solutions Cameron along with BISD ACE agree to establish and maintain a procedure for grievance and complaints as outlined under WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow a customer or entity

filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. Workforce Solutions Cameron along with BISD ACE further agree to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

If the parties cannot reach consensus on issues regarding the MOU and/or Infrastructure Agreement, a third party will be used to mediate.

XI. Amendment or Cancellation of Agreement

The Agreement may be amended at any time in writing and by mutual consent of the parties. The Agreement may be canceled by either party upon thirty (30) days written notice except where the cancellation is for cause, i.e. a material and significant breach of any of the provisions of this Agreement.

Approved:

The undersigned parties bind themselves to the faithful performance of this agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.



Pat Hobbs, Executive Director
Workforce Solutions Cameron

Dr. René Gutiérrez
BISD Superintendent

Date

Minerva M. Peña
BISD Board President

Dr. Prisci Roca Tipton
BISD Board Secretary

Date



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

**LETTER of AGREEMENT
2020-2021
HARLINGEN CISD
(COLLABORATING PARTNER)**

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

Harlingen CISD-Collaborating Partner	
RESPONSIBILITIES:	
1.0 PROGRAM PLANNING:	
	Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:	
	Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:	
	Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education	
RESPONSIBILITIES:	
1.0 PROGRAM PLANNING:	
	Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:	
	Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:	
	Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:	
	Provide staff development to data entry personnel on the usage of the TEAMS database.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
- (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

- (A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
- (B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;
- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Harlingen CISD acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by Harlingen CISD shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Dr. Arturo J. Cavazos

Dr. Arturo J. Cavazos
Superintendent

Dr. René Gutiérrez
Superintendent

3-10-20

Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

**LETTER of AGREEMENT
2020-2021
LA FERIA ISD
(COLLABORATING PARTNER)**

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

La Feria ISD-Collaborating Partner
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:
Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:
Provide staff development to data entry personnel on the usage of the TEAMS database.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
 - (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

(A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

(B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;
- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

La Feria ISD acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by La Feria ISD shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Kathy Lee Hernandez, Superintendent
La Feria ISD

3-11-2020

Date

Dr. René Gutiérrez
Superintendent

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

**LETTER of AGREEMENT
2020-2021
LOS FRESNOS CISD
(COLLABORATING PARTNER)**

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

Los Fresnos CISD-Collaborating Partner
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:
Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:
Provide staff development to data entry personnel on the usage of the TEAMS database.

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd. Brownsville, Texas 78520
Phone: (956) 548-8175, Fax: (956) 548-7904

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
 - (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

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- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

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1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

(A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

(B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;
- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Los Fresnos CISD acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by Los Fresnos CISD shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Dr. Gonzalo Salazar, Superintendent
Los Fresnos CISD

Dr. René Gutiérrez
Superintendent

3/9/2020
Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

**LETTER of AGREEMENT
2019-2020
SAN BENITO CISD
(COLLABORATING PARTNER)**

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

San Benito CISD-Collaborating Partner
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:
Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:
Provide staff development to data entry personnel on the usage of the TEAMS database.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
 - (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

(A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

(B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;
- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

San Benito CISD acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by San Benito CISD shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Nate Carman, Ed. D.
Dr. Nate Carman, Superintendent
San Benito CISD

Dr. René Gutiérrez
Superintendent

MAR 11 2020

Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

**LETTER of AGREEMENT
2020-2021
SANTA MARIA ISD
(LOCAL EDUCATION AGENCY)
COLLABORATING PARTNER**

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

Santa Maria ISD-Collaborating Partner
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:
Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:
Provide staff development to data entry personnel on the usage of the TEAMS database.

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd Brownsville, Texas 78520
Phone: (956) 548-8175, Fax: (956) 548-7904

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
 - (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

- (A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
- (B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd Brownsville, Texas 78520
Phone: (956) 548-8175, Fax: (956) 548-7904

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Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;
- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

Santa Maria ISD acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by Santa Maria ISD shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Martin Cuellar, Superintendent
Santa Maria ISD

Date

Dr. René Gutiérrez
Superintendent

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd Brownsville, Texas 78520
Phone: (956) 548-8175, Fax: (956) 548-7904

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Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

LETTER of AGREEMENT
2020-2021
BROWNSVILLE ISD CAREER AND TECHNICAL EDUCATION
(COLLABORATING PARTNER)

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged youth and adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Education Co-Op, the following are the requested duties and responsibilities of both parties.

BISD Career and Technical Education -Collaborating Partner	
RESPONSIBILITIES:	
PROGRAM PLANNING:	
<ul style="list-style-type: none"> • Identify opportunities for cooperation and to eliminate barriers to effective and continued collaboration • Refer eligible adults for services through BISD ACE • Inform CTE instructors of jobs available for evening teaching through BISD ACE • Utilize Carl D. Perkins Grant funds to provide certification classes to eligible adults identified by BISD Adult Continuing Education, subject to funding and availability • Provide the classroom/training facility for certification classes for BISD ACE adults enrolled in certification classes, subject to availability 	

BISD Adult Education	
RESPONSIBILITIES:	
PROGRAM PLANNING:	
<ul style="list-style-type: none"> • Provide recruitment information • Provide registration dates and fliers • Pay supplemental duty pay for CTE instructors who teach in the evenings for BISD ACE, subject to funding and availability • Provide a BISD ACE instructor for contextualized instruction of certification courses (required for Integrated Education and Training courses that provide certification), subject to funding and availability 	

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd. Brownsville, Texas 78520
Phone: (956) 548-8175, Fax: (956) 548-7904

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Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
 - (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

- (A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
- (B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
 - (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

BISD Career and Technical Education acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by BISD Career and Technical Education shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Dr. Juan Chavez, CTE Administrator
BISD Career and Technical Education

Dr. René Gutiérrez
Superintendent

2/11/2020

Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date

Brownsville Independent School District Adult Continuing Education Department 708 Palm Blvd. Brownsville, Texas 78520
Phone: (956) 548-8175, Fax: (956) 548-7904

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Dr. René Gutiérrez Superintendent of Schools	Dr. Debbie Alford Administrator
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BISD Adult Continuing Education

LETTER of AGREEMENT
2020-2021
BROWNSVILLE ISD GUIDANCE AND COUNSLING DEPARTMENT
(COLLABORATING PARTNER)

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged youth and adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Education Co-Op, the following are the requested duties and responsibilities of both parties.

BISD Guidance & Counseling Department-Collaborating Partner
RESPONSIBILITIES:
PROGRAM PLANNING:
<ul style="list-style-type: none"> • Identify opportunities for cooperation and to eliminate barriers to effective and continued collaboration • Refer eligible adults for services through BISD ACE

BISD Adult Education
RESPONSIBILITIES:
PROGRAM PLANNING:
<ul style="list-style-type: none"> • Provide recruitment information • Provide registration dates and fliers

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:



Dr. René Gutiérrez
Superintendent of Schools

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
 - (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

- (A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
- (B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
 - (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;



Dr. René Gutiérrez
Superintendent of Schools

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent of Schools

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

BISD Guidance & Counseling Department acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by BISD Guidance & Counseling Department shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Sara M. Garza, Administrator
Guidance and Counseling

3/13/20
Date

Dr. René Gutiérrez
Superintendent

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

LETTER of AGREEMENT 2020-2021

BROWNSVILLE ISD YOUTH CONNECTION PROJECT (COLLABORATING PARTNER)

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged youth and adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Education Co-Op, the following are the requested duties and responsibilities of both parties.

BISD Youth Connection Project-Collaborating Partner
RESPONSIBILITIES:
PROGRAM PLANNING:
<ul style="list-style-type: none"> • Identify opportunities for cooperation and to eliminate barriers to effective and continued collaboration • Refer eligible adults for services through BISD ACE

BISD Adult Education
RESPONSIBILITIES:
PROGRAM PLANNING:
<ul style="list-style-type: none"> • Provide recruitment information • Provide registration dates and fliers • Refer eligible individuals for services to BISD Homeless Youth Project

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
 - (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
- (B) submit this information to the Agency.

1.6 Workforce area coverage.

- (A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
- (B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
 - (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
- (1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.
- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education


BISD Youth Connection Project acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by BISD Youth Connection Project shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent



Diana E. Clough, Project Coordinator
BISD Youth Connection Project

Dr. René Gutiérrez
Superintendent



Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

LETTER of AGREEMENT 2020-2021

BROWNSVILLE ISD PARENTAL INVOLVEMENT DEPARTMENT (COLLABORATING PARTNER)

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged youth and adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Education Co-Op, the following are the requested duties and responsibilities of both parties.

BISD Parental Involvement Department-Collaborating Partner
RESPONSIBILITIES:
PROGRAM PLANNING:
<ul style="list-style-type: none"> • Identify opportunities for cooperation and to eliminate barriers to effective and continued collaboration • Refer eligible adults for services through BISD ACE

BISD Adult Education
RESPONSIBILITIES:
PROGRAM PLANNING:
<ul style="list-style-type: none"> • Provide recruitment information • Provide registration dates and fliers

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

1.1 Communication.

- (A) The AEL grant recipient shall serve as the point of contact with the Agency.
- (B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:
 - (i) transmit questions and grant-related needs for AEL consortium members to the Agency; and
 - (ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

- (A) monitor programmatic and fiscal progress against goals and project deliverables; and
- (B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

- (A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and
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1.6 Workforce area coverage.

- (A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
- (B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.
 - (i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;



Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

- (ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;
- (iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and
- (iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.
- (g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.
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- (2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

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Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator



BISD Adult Continuing Education

BISD Parental Involvement Department acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by BISD Parental Involvement Department shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Rosalva G. Larrasquitu, Administrator
Parent and Family Engagement

Dr. René Gutiérrez
Superintendent

3/11/20

Date

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date