



Brownsville Independent School District

Board of Trustees

Special Called Board Meeting

June 25, 2020

3:00 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 **Special Called Board Meeting of Thursday, June 25, 2020** with any corrections/deletions.

VI. **PUBLIC COMMENT:**

VII. **BUDGET HEARING:**

A. **Open Public Hearing to discuss Proposed Budget and Proposed Tax Rate.**

1. Presentation of the Brownsville Independent School District 2020-2021 Proposed Budget and Proposed Tax Rate. 5

2. Public Participation to Discuss Proposed Budget and Proposed Tax Rate. 26

B. **Close Public Budget Hearing.**

VIII. **General Function Item(s):**

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

1. Recommend approval of the 2020-2021 Proposed Employee Compensation Plan. 28

2. Recommend approval of the Brownsville Independent School District 2020-2021 Budget. 29

3. Recommendation to approve the 2020-2021 Calendar (ADSY). 38

4. Recommend approval of Resolution 023/19-20, for the purpose of Brownsville ISD to request 100% reimbursement of \$86,615.66. Funding enables BISD PD to upgrade the technology infrastructure to allow for and support the submission of data to the Uniform Crime Reporting (UCR) National Incident-Based System (NIBRS). 41

5. Recommend approval to select the Competitive Sealed Proposal (CSP) delivery method as authorized by the Texas Education Code in accordance with Chapter 2269 of the Government Code for Construction Services for the roofing project for Canales Elementary School.	65
6. Recommend approval to authorize the Administration to move forward with the Elementary - LED Lighting Upgrades project, and to select the Competitive Sealed 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.	68
7. Recommend approval for an Official Notice and Order of the Brownsville Independent School District Trustee Election scheduled on Tuesday, November 3, 2020.	71
8. Recommend approval to purchase interactive screens, and/or web cameras equipped with microphones for the implementation of at-home synchronous learning purchased utilizing categorical funding (211) not to exceed \$3,000,000.00.	76
9. Discussion, consideration, and possible action regarding the reimbursable payment request approval of \$500 per TEA-approved designated teacher as a designation fee to the Texas Education Agency on or before August 15, 2020.	83
B. Recommend approval of the following Payment(s):	
1. Recommend approval for payment in the amount of \$817.00 to O'Hanlon, Demerath & Castillo for legal services.	108
2. Recommend approval of Payment #7 for \$10,409.82 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.	110
3. Recommend approval of Payment #9 for \$943,436.79 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.	113
4. Recommend approval of Payment #3 for \$63,948.68 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.	128
5. Recommend approval of Payment #5 for \$122,826.19 as partial payment to Centennial Contractors for Architectural Services work completed on the Del Castillo Elementary-Roof Replacement Project. Resubmitted due to an error on previous payment application, to be paid from Maintenance Tax Note Fund 189.	135
6. Recommend approval of Payment #6 for \$98,434.73 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.	145
C. Recommend approval of the following Budget Amendment(s):	
1. Recommend approval of Budget Amendment #023 in the amount of \$5,600,000.00 for Local Funds. (Reallocation)	153
D. Recommend approval of the following Contract(s)/Agreement(s):	
1. Recommend approval to apply for 2020-2021 Elementary and Secondary	155

- Emergency Relief (ESSER) Grant in the amount of \$19,709,168.00
2. Recommend approval to continue program efforts for (2020-2021) by Good Samaritan Community Services-Youth Development Services at no cost to the District. 157
 3. Recommend approval to contract with Cameron County Elections Office and to pay 60% deposit for estimated costs of election services for a joint Election to be held on Tuesday, November 3, 2020 and to authorize the Superintendent to sign the contract. Estimated at \$240,578.80. 165
 4. Recommend approval to enter into the subscription agreement and pay for the Ellevation Software system in the amount of \$249,975.00 for the 2020-2021 school year from State Bilingual Categorical Funds. 178

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

1. Recommend approval to renew RFP #19-119 Insurance Consultant to Valley Risk Consulting, Inc., of McAllen, Texas for the 2020-2021 plan year with an option to renew for a one (1) additional year. The services are funded from Local Maintenance Funds not to exceed \$62,600.00.

IX. 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. (2)
2. Presentation, acceptance and approval of Resignations. (11)
3. Recommend approval of probationary contractual personnel for the 2020-2021 school year - Principal for Burns Elementary.
4. Recommend approval of term-chapter 21 contractual personnel for the 2020-2021 school year- Principal for Pace ECHS.
5. Recommend approval of Department Professional Employee (A.A.) for change in contract for the 2020-2021 Fiscal School Year
6. Recommend approval of Department Professional Employee (M.J.G.) for change in contract for the 2020-2021 Fiscal School Year.
7. Recommend approval of Campus Professional Employee (E.C.) for change in contract for the 2020-2021 Fiscal School Year.
8. Recommend approval of Campus Professional Employee (H.H.) for change in contract for the 2020-2021 Fiscal School Year.
9. Recommend approval of Campus Professional Employee (G.L.) for change in contract for the 2020-2021 Fiscal School Year

B. ATTORNEY CONSULTATION

1. **Staff Attorney**
2. **Board Attorney**

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

XI. Announcement(s):

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

XII. Adjournment.



Brownsville ISD 2020-2021 Public Meeting for Budget and Tax Rate

Presented by Mr. David Robledo, Chief Financial Officer

June 25, 2020

Dr. Rene Gutierrez, Superintendent of Schools
Dr. Nellie Cantu, Deputy Superintendent

Public Notice



NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The Brownsville ISD will hold a public meeting at 03:00pm, June 25, 2020 in Administration Bldg Board Rm: 1900 Price Rd; Brownsville TX 78521. The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.

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

Maintenance Tax \$1.043400/\$100 (proposed rate for maintenance and operations)
School Debt Service Tax \$0.155804/\$100 (proposed rate to pay bonded indebtedness)

Approved by Local Voters

Comparison of Proposed Budget with Last Year's Budget

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

Maintenance and operations -0.43% decrease
Debt Service -0.01% decrease
Total expenditures -0.41% decrease

Source: Published in Brownsville Herald on Sunday, June 14, 2020



10-Year Tax Rate History

3

	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-2013	2011-2012	2010-2011
Maintenance and Operations	\$ 1.057000	\$ 1.152500	\$ 1.152500	\$ 1.152500	\$ 1.152500	\$ 1.040000	\$ 1.040000	\$ 1.019100	\$ 1.019100	\$ 1.012273
Debt Service	\$ 0.129706	\$ 0.112500	\$ 0.112500	\$ -	\$ -	\$ 0.105666	\$ 0.102155	\$ 0.073200	\$ 0.073200	\$ 0.080027
Total Tax Rate	\$ 1.186706	\$ 1.265000	\$ 1.265000	\$ 1.152500	\$ 1.152500	\$ 1.145666	\$ 1.142155	\$ 1.092300	\$ 1.092300	\$ 1.092300

Source: BISS – Financial Transparency Website

https://2d483092-6806-4522-aa67-d2e7c1a30547.filesusr.com/ugd/11d443_2c5766d468804c8a9b8a654851be13cb.pdf

Public Notice



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

	<u>Preceding Tax Year</u>	<u>Current Tax Year</u>
Total appraised value* of all property	\$77,805,102,250	\$91,161,802,060
Total appraised value** of new property**	\$105,635,771	\$887,791,956
Total taxable value*** of all property	\$6,291,933,105	\$7,028,067,833
Total taxable value**** of new property**	\$103,049,953	\$115,002,839

*Appraised value is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.

**"New property" is defined by Section 26.012(17), Tax Code.

***"Taxable value" is defined by Section 1.04(10), Tax Code.

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$111,652,400

*Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance & Operations</u>	<u>Interest & Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	\$1.057000	\$0.129710*	\$1.186710	\$1,870	\$9,141
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$0.958790	\$0.150560*	\$1.109350	\$2,077	\$8,979
Proposed Rate	\$1.043400	\$0.155804*	\$1.198900	\$2,165	\$9,634

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



Preliminary Property Values 6-8-2020

2020 PRELIMINARY TOTALS

IBR - BROWNSVILLE I.S.D
Grand Totals

CAMERON County

Property Count: 73,232

6/8/2020

8:18:39AM

Land	Value
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Homesite:	814,268,830
Non Homesite:	1,277,409,881
Ag Market:	127,008,646
Timber Market:	0
Total Land	(+) 2,218,687,357

Improvement	Value
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Homesite:	3,006,839,280
Non Homesite:	3,093,351,737
Total Improvements	(+) 6,100,191,017

Non Real	Count	Value
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Personal Property:	6,773	1,114,816,087
Mineral Property:	0	0
Autos:	0	0
Total Non Real		(+) 1,114,816,087
Market Value		= 9,433,694,461

Ag	Non Exempt	Exempt
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Total Productivity Market:	126,801,554	207,092
Ag Use:	6,671,668	31,906
Timber Use:	0	0
Productivity Loss:	120,129,886	175,186
Productivity Loss		(-) 120,129,886
Appraised Value		= 9,313,564,575



Preliminary Property Values 6-8-2020

http://www.cameroncad.org/prelim_totals.html

Homestead Cap (-) 33,799,169
 Assessed Value = 9,279,765,406
 Total Exemptions Amount (-) 2,365,672,760
 (Breakdown on Next Page)
 Net Taxable = 6,914,092,646

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count
DP	58,547,226	25,618,712	215,866.42	225,645.36	880
DPS	545,639	315,639	1,704.11	1,704.11	9
OV65	782,324,170	408,473,362	3,465,197.06	3,595,575.85	9,584
Total	841,417,035	434,407,713	3,682,767.59	3,822,925.32	10,473
Tax Rate	1.186706				
Transfer	Assessed	Taxable	Post % Taxable	Adjustment	Count
DP	32,420	12,610	7.342	5,268	1
OV65	3,436,873	2,446,716	1,659,139	787,577	23
Total	3,469,293	2,459,326	1,666,481	792,845	24
Freeze Adjusted Taxable					792,845
Freeze Adjusted Taxable					= 6,478,892,088

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 80,568,168.73 = 6,478,892,088 * (1.186706 / 100) + 3,682,767.59

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00



Public Notice

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

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$93,293	\$95,972
Average Taxable Value of Residences	\$67,694	\$70,730
Last Year's Rate Versus Proposed Rate per \$100 Value	\$1.186710	\$1.198900
Taxes Due on Average Residence	\$803.33	\$847.98
Increase (Decrease) in Taxes		\$44.65

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

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$1.140704. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \$1.140704.

Fund Balances

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

Maintenance and Operations Fund Balance(s)	\$83,615,675
Interest & Sinking Fund Balance(s)	\$11,061,450

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



Public Notice – Fund Balance Review

Brownsville Independent School District Fund Balance Trend Report For the Past 5 Fiscal Years

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>Projected 2020</u>
Unassigned General Fund	\$69,346,794	\$75,436,502	\$79,109,837	\$83,615,675	\$83,615,675
Debt Service	\$8,981,442	\$9,183,696	\$9,498,073	\$10,253,539	\$11,061,450
Total	<u>\$78,328,236</u>	<u>\$84,620,198</u>	<u>\$88,607,910</u>	<u>\$93,869,214</u>	<u>\$94,677,125</u>
Change	\$4,637,741	\$6,291,962	\$3,987,712	\$5,261,304	\$807,911
Days in Fund Balance	55.65	60.66	64.37	64.01	58.74

Note: Board Policy CE(Local)-X Date Issued 5-13-2014: Unassigned Fund Balance level of adequacy is 75 Days.



2020-2021 Proposed Budget - Revenues

Revenue:		
5700	Local and Intermediate Sources	86,526,817
5800	State Program Revenues	383,716,779
5900	Federal Program Revenues	88,234,313
7900	Other Sources (Transfers In)	-
	Total Revenues	558,477,909



2020-2021 Proposed Budget - Revenues

Description	General Funds	Debt Service	Federal Funds	All Funds
REVENUES				
57XX Local Revenues	\$ 76,263,071	\$ 10,263,746	\$ -	\$ 86,526,817
58XX State Revenues	372,526,159	5,582,035	5,608,585	383,716,779
59XX Federal Revenues	48,502,253	-	39,732,060	88,234,313
7915 Other Sources (Transfers In)	-	-	-	-
Total Revenues	\$ 497,291,483	\$ 15,845,781	\$ 45,340,645	\$ 558,477,909



2020-2021 Proposed Budget - Revenues

FUND NO.	DESCRIPTION	OPERATING REVENUES
101	Food Service	\$ 40,715,254
	Sub Total Food Service	\$ 40,715,254
161	Local Deaf	289,652
162	State Compensatory	33,974,407
163	State Bilingual	5,024,248
164	State Vocational	16,024,741
165	Athletic	11,004,428
166	State Special Education	39,911,718
188	Tax Rate Increase	10,673,600
197	Projecs	3,905,188
199	Local Maintenance	335,768,247
	Sub Total - General Fund w/o Food Service	\$ 456,576,229
	Total for General Fund	\$ 497,291,483

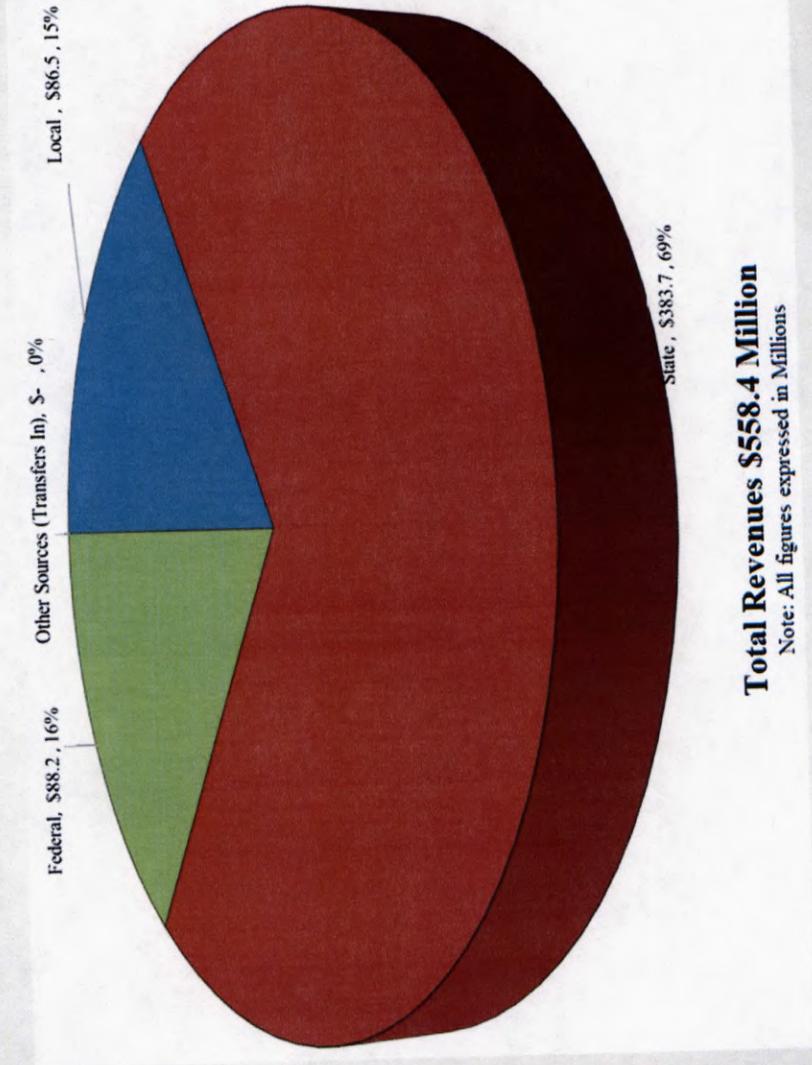


2020-2021 Proposed Budget - Revenues

206	Ed Serv Homeless Child	145,491
211	ESEA Title I Part A - Regular	23,030,957
212	ESEA Title I Part C - Migrant	1,052,384
220	Job Training Partnership Act	146,274
224	I.D.E.A. - B. Formula	7,758,168
225	I.D.E.A. - B. Pre School	83,527
244	Vocational Education - Basic	624,329
255	ESEA Title II Part A TPTR/CSR	2,163,644
263	ESEA Title III Part A Lang Instr/Ltd Eng	1,188,758
274	GEAR UP	260,191
287	Project Rise	49,495
288	Libro Grant	82,726
289	Title IV, Part A - SSAEP	1,730,582
309	Federal Co-Op	1,264,678
312	Federal AFDC	-
315	I.D.E.A. Discretion	150,356
340	I.D.E.A. Part C	500
410	Instructional Material Allotment	4,900,000
429	Math Innovation Zone	39,562
431	State Adult Basic Education	-
435	State Deaf	669,023
499	Locally Funded Special Revenue	-
511	Debt Service	15,845,781
Sub Total Federal/State Funds		\$ 61,186,426
Grand Total		\$ 558,477,909



2020-2021 Proposed Budget - Revenues



Total Revenues \$558.4 Million
Note: All figures expressed in Millions

2020-2021 Proposed Budget - Expenditures by Function



Expenditures:		
11	Instruction	\$278,290,474
12	Instructional Resources, Media Services	\$9,401,687
13	Curriculum Development & Staff	\$14,405,508
21	Instructional Leadership	\$7,869,805
23	School Leadership	\$27,938,883
31	Guidance & Counseling, Evaluation	\$21,796,561
32	Social Work Services	\$876,367
33	Health Services	\$6,397,597
34	Student Transportation	\$11,194,571
35	Food Services	\$41,555,254
36	Co-curricular/ Extra-curricular Activities	\$19,587,319
41	General Administration	\$12,974,998
51	Plant Maintenance & Operations	\$50,743,438
52	Security and Monitoring	\$8,427,616
53	Data Processing	\$9,590,958
61	Community Service	\$3,542,472
71	Debt Service	\$31,448,901
81	Facilities Acquisition and Construction	\$1,290,000
95	Payments to Juvenile Justice AEP	\$150,000
96	Payments to Charter Schools	\$0
97	Payments to TIF	\$0
99	Inter-government charges not Defined in	\$995,500
00	Other Uses (Transfers Out)	\$0
Total Adopted Expenditure Budget		\$558,477,909.00

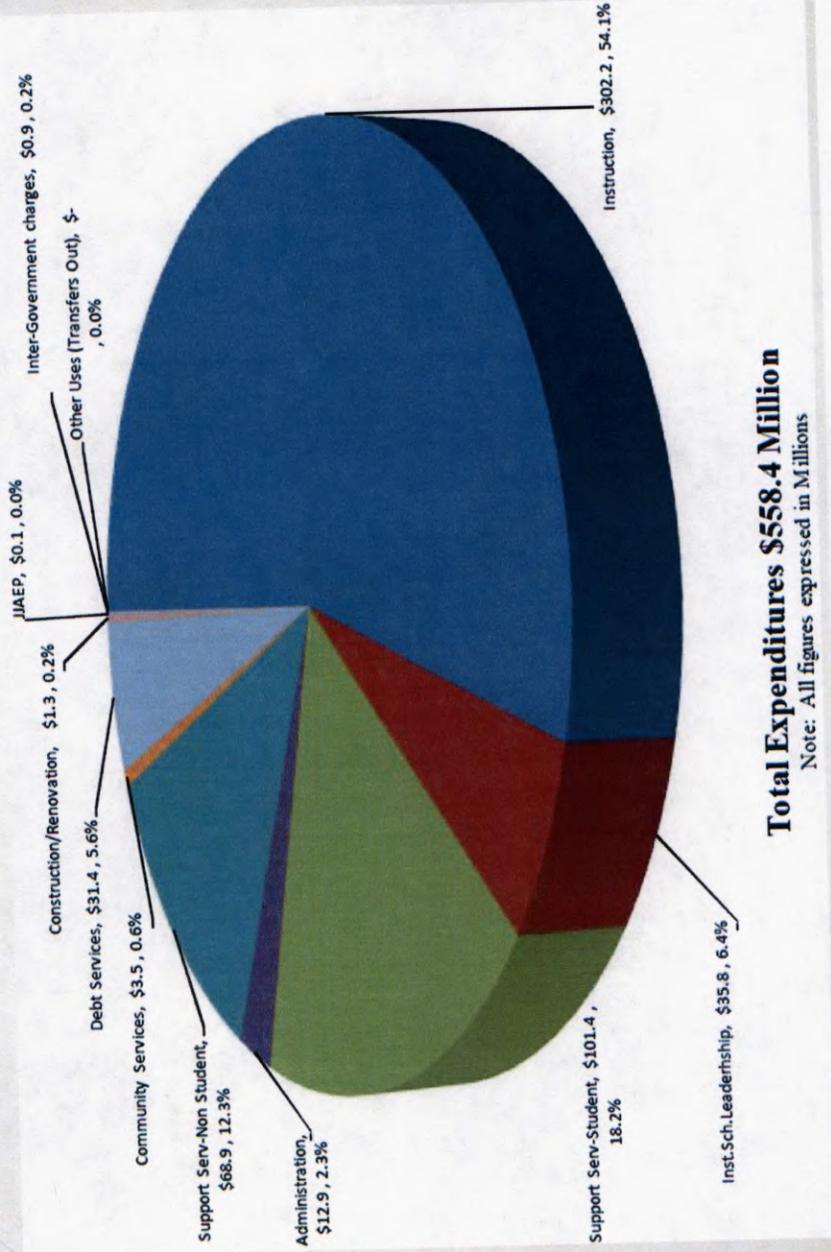


2020-2021 Proposed Budget - Expenditures by Function

Description	General Funds	Debt Service	Federal Funds	All Funds
EXPENDITURES				
11 Instruction	\$ 246,471,818	\$ -	\$ 31,818,656	\$ 278,290,474
12 Instructional Resources	7,606,791	-	1,794,896	9,401,687
13 Curriculum Development	11,444,225	-	2,961,283	14,405,508
21 Instructional Leadership	6,257,571	-	1,612,234	7,869,805
23 Campus Leadership	27,524,365	-	414,518	27,938,883
31 Counseling & Guidance	19,660,780	-	2,135,781	21,796,561
32 Social Work Services	876,367	-	-	876,367
33 Health Services	4,869,637	-	1,527,960	6,397,597
34 Student Transportation	11,194,571	-	-	11,194,571
35 Food Services	41,555,254	-	-	41,555,254
36 Co Curricular Activity	19,585,319	-	2,000	19,587,319
41 Administration	12,974,998	-	-	12,974,998
51 Plant Maint & Operations	50,661,274	-	82,164	50,743,438
52 Security & Monitoring Sv	8,427,616	-	-	8,427,616
53 Data Processing	9,590,958	-	-	9,590,958
61 Community Services	551,319	-	2,991,153	3,542,472
71 Debt Services	15,603,120	15,845,781	-	31,448,901
81 Facilities Acq & Constr	1,290,000	-	-	1,290,000
95 Pymts to Juvenile Just	150,000	-	-	150,000
99 Other Intergovernmental C	995,500	-	-	995,500
911 Other Uses (Transfers Out)	-	-	-	-
Total Expenditures	\$ 497,291,483	\$ 15,845,781	\$ 45,340,645	\$ 558,477,909
Excess (Deficiency)	\$ -	\$ -	\$ -	\$ -



2020-2021 Proposed Budget - Expenditures by Function





2020-2021 Proposed and 2019-2020 Adopted Budget Comparison

	Instruction (Function 11, 12, 13, 95)	Instructional Support (Function 21, 23, 31, 32, 33, 36)	Central Administration (Function 41)	District Operations (Function 34, 35, 51, 52, 53)	Debt Service (Function 71)	Other (Function 61, 81, 99)	Transfer Out (Function 00)	Total
Fiscal Year 2020/2021	\$302,247,669	\$84,466,532	\$12,974,998	\$121,511,837	\$31,448,901	\$5,827,972	\$0	\$558,477,909
Fiscal Year 2019/2020	\$303,285,278	\$87,831,486	\$13,305,818	\$120,710,665	\$30,737,269	\$19,529,070	\$14,323,800	\$589,723,386
Difference	-\$1,037,609	-\$3,364,954	-\$330,820	\$801,172	\$711,632	-\$13,701,098	-\$14,323,800	-\$31,245,477
% Change	-0.34%	-3.83%	-2.49%	0.66%	2.32%	-70.16%	-100.00%	-5.30%



2020-2021 Proposed

	Instruction (Function 11, 12, 13, 95)	Instructional Support (Function 21, 23, 31, 32, 33, 36)	Central Administration (Function 41)	District Operations (Function 34, 35, 51, 52, 53)	Debt Service (Function 71)	Other (Function 61, 81, 99)	Transfer Out (Function 00)	Total
Fiscal Year 2020/2021	\$302,247,669	\$84,466,532	\$12,974,998	\$121,511,837	\$31,448,901	\$5,827,972	\$0	\$558,477,909
Per Student Costs	\$7,210.97	\$2,015.19	\$309.56	\$2,899.01	\$750.30	\$139.04	\$0.00	\$13,324.06
* Projected Enrollment	41,915							



2020-2021 Proposed Expenditures

	Function	Object										Total Amount	Percent	
		Payroll Cost	Professional Contracted	Supplies/ Materials	Other Oper. Costs	Debt Service	Capital Outlay	Other Uses	8900					
									6100	6200	6300			6400
11	Instruction	250,839,927	3,382,780	20,590,913	2,674,100	-	802,754	-	-	-	-	-	278,290,474	49.8%
12	Instr. Res./Media Serv.	7,625,224	1,021,559	688,584	29,350	-	36,970	-	-	-	-	-	9,401,687	1.7%
13	Instructional Staff Dev.	10,642,052	1,064,842	1,568,966	1,129,648	-	-	-	-	-	-	-	14,405,508	2.6%
21	Instructional Leadership	6,727,617	275,482	530,489	336,217	-	-	-	-	-	-	-	7,869,805	1.4%
23	Campus Leadership	26,493,007	444,341	574,713	426,822	-	-	-	-	-	-	-	27,938,883	5.0%
31	Guidance & Couns. Serv.	20,027,930	634,394	913,841	220,396	-	-	-	-	-	-	-	21,796,561	3.9%
32	Social Services	298,101	551,100	14,166	13,000	-	-	-	-	-	-	-	876,367	0.2%
33	Health Services	6,081,939	113,599	194,129	7,930	-	-	-	-	-	-	-	6,397,597	1.1%
34	Transportation	8,829,493	458,827	1,328,300	528,500	-	49,451	-	-	-	-	-	11,194,571	2.0%
35	Food Services	18,994,827	586,000	21,072,077	31,000	-	871,350	-	-	-	-	-	41,555,254	7.4%
36	Co-Curricular Activities	9,167,852	871,504	4,006,078	5,437,100	-	104,785	-	-	-	-	-	19,587,319	3.5%
41	General Administration	9,075,254	1,998,229	584,924	1,316,591	-	-	-	-	-	-	-	12,974,998	2.3%
51	Maintenance and Operations	23,811,538	18,192,254	4,132,946	4,116,700	-	490,000	-	-	-	-	-	50,743,438	9.1%
52	Security and Monitoring Serv.	7,425,926	174,399	498,932	83,159	-	245,200	-	-	-	-	-	8,427,616	1.5%
53	Data Processing Services	2,569,601	5,095,592	1,203,023	40,015	-	682,727	-	-	-	-	-	9,590,958	1.7%
61	Community Services	2,397,618	341,859	584,847	218,148	-	-	-	-	-	-	-	3,542,472	0.6%
71	Debt Service	-	-	-	-	31,448,901	-	-	-	-	-	-	31,448,901	5.6%
81	Construction Renovation	-	-	-	-	-	1,290,000	-	-	-	-	-	1,290,000	0.2%
95	JIAEP	-	150,000	-	-	-	-	-	-	-	-	-	150,000	0.0%
99	Other Intergovernmental Charges	-	995,500	-	-	-	-	-	-	-	-	-	995,500	0.2%
00	Other Use of Funds	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Total		411,007,906	36,352,261	58,486,928	16,608,676	31,448,901	4,573,237	-	0.0%	0.8%	0.0%	-	558,477,909	100.0%
Percent		73.6%	6.5%	10.5%	3.0%	5.6%	0.8%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%

That Concludes Our Presentation



■ Any Questions

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The Brownsville ISD will hold a public meeting at 03:00pm, June 25, 2020 in Administration Bldg Board Rm; 1900 Price Rd; Brownsville TX 78521. **The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.**

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

Maintenance Tax	\$1.043400/\$100 (proposed rate for maintenance and operations)
School Debt Service Tax	\$0.155804/\$100 (proposed rate to pay bonded indebtedness)
Approved by Local Voters	

Comparison of Proposed Budget with Last Year's Budget

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

Maintenance and operations	-0.43% decrease
Debt Service	-0.01% decrease
Total expenditures	-0.41% decrease

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

	<u>Preceding Tax Year</u>	<u>Current Tax Year</u>
Total appraised value* of all property	\$77,805,102,250	\$91,161,802,060
Total appraised value* of new property**	\$105,635,771	\$887,791,956
Total taxable value*** of all property	\$6,291,933,105	\$7,028,067,833
Total taxable value*** of new property**	\$103,049,953	\$115,002,839

*Appraised value is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.

**"New property" is defined by Section 26.012(17), Tax Code.

***"Taxable value" is defined by Section 1.04(10), Tax Code.

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$111,652,400

*Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance & Operations</u>	<u>Interest & Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	\$1.057000	\$0.129710*	\$1.186710	\$1,870	\$9,141
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$0.958790	\$0.150560*	\$1.109350	\$2,077	\$8,979
Proposed Rate	\$1.043400	\$0.155804*	\$1.198900	\$2,165	\$9,634

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

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

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$93,293	\$95,972
Average Taxable Value of Residences	\$67,694	\$70,730
Last Year's Rate Versus Proposed Rate per \$100 Value	\$1.186710	\$1.198900
Taxes Due on Average Residence	\$803.33	\$847.98
Increase (Decrease) in Taxes		\$44.65

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

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$1.140704. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \$1.140704.

Fund Balances

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

Maintenance and Operations Fund Balance(s)	\$83,615,675
Interest & Sinking Fund Balance(s)	\$11,061,450

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



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/25/20

Item Title: 2020-2021 Employee Compensation Plan X Action
Information
Discussion

BACKGROUND:

The 2020-2021 Employee Compensation Plan was discussed with the Budget Committee and/or the Board as a whole on the following meetings:

- March 5, 2020 – Budget Committee Meeting
- April 28, 2020 – Budget Committee Meeting
- May 7, 2020 – Budget Committee Meeting
- May 14, 2020 – Budget Committee Meeting
- June 18, 2020 – Budget Committee Meeting

FISCAL IMPLICATIONS:

2020-2021 District Budget

RECOMMENDATION:

Recommend approval of the 2020-2021 Employee Compensation Plan.

Maricela Franco

Maricela Franco/Eddie Arroyo

Submitted by: Principal/Program Adm.

Approved for Submission to Board of Education:

Carmelita Rodriguez

Recommended by: Asst. Supt/CFO

Dr. Anysia Treviño

Approved by: Deputy Superintendent

René Gutiérrez
Dr. René Gutiérrez, Superintendent



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/25/2020

Item Title: Adoption of Fiscal Year X Action
Budget 2020-2021 Information
Discussion

BACKGROUND:

The annual budget for a school district must be approved before June 30, Board of Trustees shall call a meeting of the Board for the purpose of adopting a budget for the succeeding fiscal year for district with a July 1 start date.

FISCAL IMPLICATIONS:

2020-2021 Budget

RECOMMENDATION:

Recommend approval of the Brownsville Independent School District 2020-2021 Budget.

Approved for Submission to Board of Education:

David Robledo
Submitted by: Chief Financial Officer

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent

6/22/2020

Dr. René Gutiérrez
Superintendent

Brownsville Independent School District

Proposed Budget Fiscal Year 2020-2021



BISD Administration Building
1900 Price Road
Brownsville, Texas 78521

Proposed Budget for Brownsville I.S.D.
Date Scheduled for Adoption by Board: June 25, 2020

Revenue:		
5700	Local and Intermediate Sources	86,526,817
5800	State Program Revenues	383,716,779
5900	Federal Program Revenues	88,234,313
7900	Other Sources (Transfers In)	-
	Total Revenues	558,477,909

Expenditures:		
11	Instruction	\$278,290,474
12	Instructional Resources, Media Services	\$9,401,687
13	Curriculum Development & Staff	\$14,405,508
21	Instructional Leadership	\$7,869,805
23	School Leadership	\$27,938,883
31	Guidance & Counseling, Evaluation	\$21,796,561
32	Social Work Services	\$876,367
33	Health Services	\$6,397,597
34	Student Transportation	\$11,194,571
35	Food Services	\$41,555,254
36	Co-curricular/ Extra-curricular Activities	\$19,587,319
41	General Administration	\$12,974,998
51	Plant Maintenance & Operations	\$50,743,438
52	Security and Monitoring	\$8,427,616
53	Data Processing	\$9,590,958
61	Community Service	\$3,542,472
71	Debt Service	\$31,448,901
81	Facilities Acquisition and Construction	\$1,290,000
95	Payments to Juvenile Justice AEP	\$150,000
96	Payments to Charter Schools	\$0
97	Payments to TIF	\$0
99	Inter-government charges not Defined in	\$995,500
00	Other Uses (Transfers Out)	\$0
	Total Adopted Expenditure Budget	\$558,477,909.00
	Difference in Revenue/Expenditures	\$0.00

Brownsville Independent School District
Proposed Budget
Fiscal Year 2020-2021

Description	General Funds	Debt Service	Federal Funds	All Funds
REVENUES				
57XX Local Revenues	\$ 76,263,071	\$ 10,263,746	\$ -	\$ 86,526,817
58XX State Revenues	372,526,159	5,582,035	5,608,585	383,716,779
59XX Federal Revenues	48,502,253	-	39,732,060	88,234,313
7915 Other Sources (Transfers In)	\$ -	\$ -	\$ -	\$ -
Total Revenues	<u>\$ 497,291,483</u>	<u>\$ 15,845,781</u>	<u>\$ 45,340,645</u>	<u>\$ 558,477,909</u>
EXPENDITURES				
11 Instruction	\$ 246,471,818	\$ -	\$ 31,818,656	\$ 278,290,474
12 Instructional Resources	7,606,791	-	1,794,896	9,401,687
13 Curriculum Development	11,444,225	-	2,961,283	14,405,508
21 Instructional Leadership	6,257,571	-	1,612,234	7,869,805
23 Campus Leadership	27,524,365	-	414,518	27,938,883
31 Counseling & Guidance	19,660,780	-	2,135,781	21,796,561
32 Social Work Services	876,367	-	-	876,367
33 Health Services	4,869,637	-	1,527,960	6,397,597
34 Student Transportation	11,194,571	-	-	11,194,571
35 Food Services	41,555,254	-	-	41,555,254
36 Co Curricular Activity	19,585,319	-	2,000	19,587,319
41 Administration	12,974,998	-	-	12,974,998
51 Plant Maint & Operations	50,661,274	-	82,164	50,743,438
52 Security & Monitoring Srv	8,427,616	-	-	8,427,616
53 Data Processing	9,590,958	-	-	9,590,958
61 Community Services	551,319	-	2,991,153	3,542,472
71 Debt Services	15,603,120	15,845,781	-	31,448,901
81 Facilities Acq & Constr	1,290,000	-	-	1,290,000
95 Pymts to Juvenile Just	150,000	-	-	150,000
99 Other Intergovernmental C	995,500	-	-	995,500
8911 Other Uses (Transfers Out)	-	-	-	-
Total Expenditures	<u>\$ 497,291,483</u>	<u>\$ 15,845,781</u>	<u>\$ 45,340,645</u>	<u>\$ 558,477,909</u>
Excess (Deficiency)	\$ -	\$ -	\$ -	\$ -

Brownsville Independent School District All Funds

Fiscal Year 2020/2021

2020-2021 Proposed and 2019-2020 Adopted Budget Comparison									
	Instruction (Function 11, 12, 13, 95)	Instructional Support (Function 21, 23, 31, 32, 33, 36)	Central Administration (Function 41)	District Operations (Function 34, 35, 51, 52, 53)	Debt Service (Function 71)	Other (Function 61, 81, 99)	Transfer Out (Function 00)	Total	
Fiscal Year 2020/2021	302,247,669	84,466,532	12,974,998	121,511,837	31,448,901	5,827,972	0	558,477,909	
Fiscal Year 2019/2020	303,285,278	87,831,486	13,305,818	120,710,665	30,737,269	19,529,070	14,323,800	589,723,386	

2020-2021 Proposed Budget									
	Instruction (Function 11, 12, 13, 95)	Instructional Support (Function 21, 23, 31, 32, 33, 36)	Central Administration (Function 41)	District Operations (Function 34, 35, 51, 52, 53)	Debt Service (Function 71)	Other (Function 61, 81, 99)	Transfer Out (Function 00)	Total	
Fiscal Year 2020/2021	\$ 302,247,669	\$ 84,466,532	\$ 12,974,998	\$ 121,511,837	\$ 31,448,901	\$ 5,827,972	\$ -	\$ 558,477,909	
Per Student Cost	\$ 7,210.97	\$ 2,015.19	\$ 309.56	\$ 2,899.01	\$ 750.30	\$ 139.04	\$ -	\$ 13,324.06	
*Projected Enrollment									41,915

Brownsville Independent School District

Summary of All Funds Projected Revenues and Expenditures Proposed 2020 - 2021

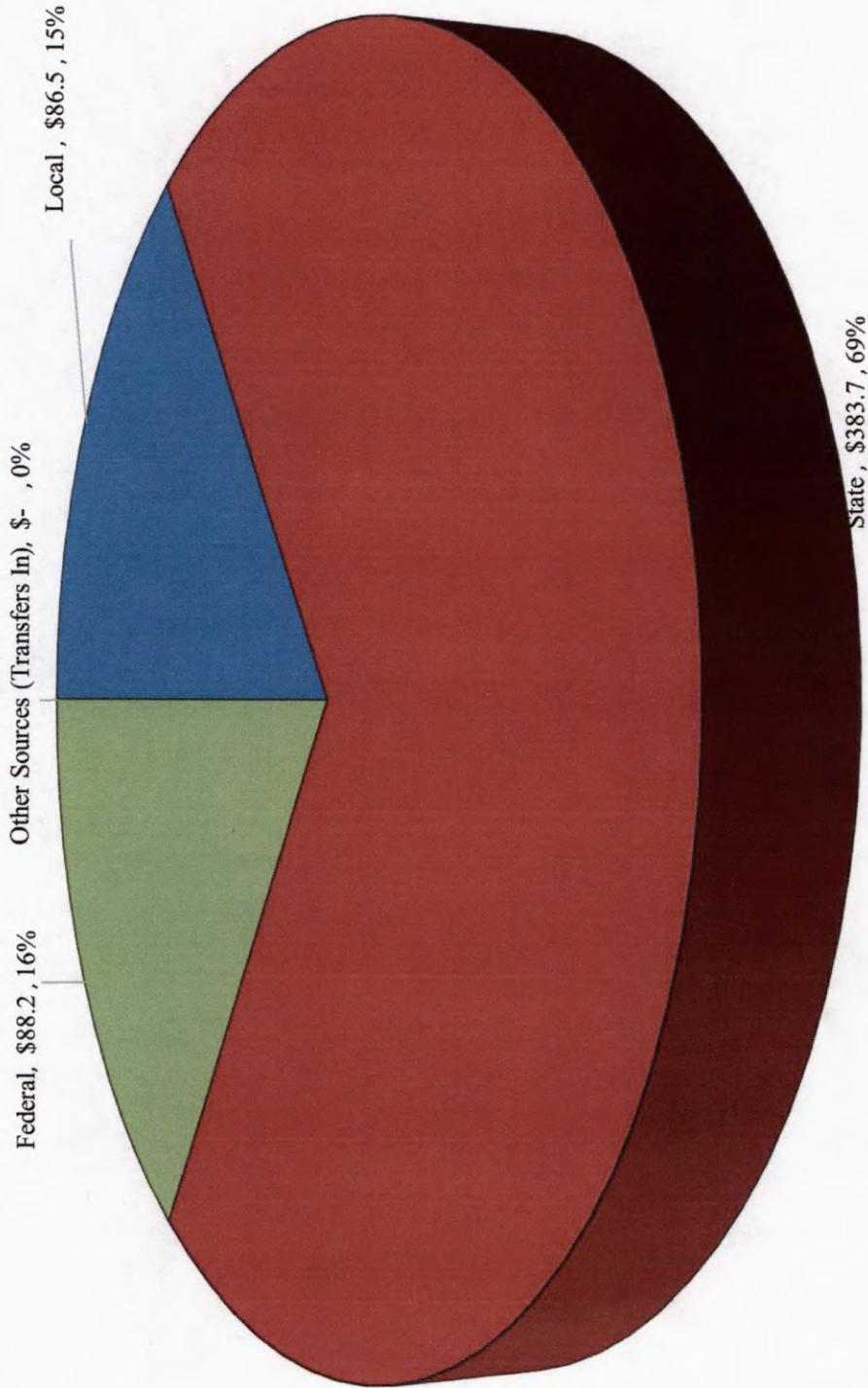
FUND NO.	DESCRIPTION	OPERATING REVENUES	FUND BALANCE	OTHER SOURCE	BUDGET REVENUES	OPERATING EXPENDITURES	OTHER USE	BUDGET EXPENDITURES	DIFFERENCE
101	Food Service	\$ 40,715,254	\$ -	\$ -	\$ 40,715,254	\$ 40,715,254	\$ -	\$ 40,715,254	\$ -
	Sub Total Food Service	\$ 40,715,254	\$ -	\$ -	\$ 40,715,254	\$ 40,715,254	\$ -	\$ 40,715,254	\$ -
161	Local Deaf	289,652	-	-	289,652	289,652	-	289,652	-
162	State Compensatory	33,974,407	-	-	33,974,407	33,974,407	-	33,974,407	-
163	State Bilingual	5,024,248	-	-	5,024,248	5,024,248	-	5,024,248	-
164	State Vocational	16,024,741	-	-	16,024,741	16,024,741	-	16,024,741	-
165	Athletic	11,004,428	-	-	11,004,428	11,004,428	-	11,004,428	-
166	State Special Education	39,911,718	-	-	39,911,718	39,911,718	-	39,911,718	-
188	Tax Rate Increase	10,673,600	-	-	10,673,600	10,673,600	-	10,673,600	-
197	Projecs	3,905,188	-	-	3,905,188	3,905,188	-	3,905,188	-
199	Local Maintenance	335,768,247	-	-	335,768,247	335,768,247	-	335,768,247	-
	Sub Total - General Fund w/o Food Service	\$ 456,576,229	\$ -	\$ -	\$ 456,576,229	\$ 456,576,229	\$ -	\$ 456,576,229	\$ -
	Total for General Fund	\$ 497,291,483	\$ -	\$ -	\$ 497,291,483	\$ 497,291,483	\$ -	\$ 497,291,483	\$ -
206	Ed Serv Homeless Child	145,491	-	-	145,491	145,491	-	145,491	-
211	ESEA Title I Part A - Regular	23,030,957	-	-	23,030,957	23,030,957	-	23,030,957	-
212	ESEA Title I Part C - Migrant	1,052,384	-	-	1,052,384	1,052,384	-	1,052,384	-
220	Job Training Partnership Act	146,274	-	-	146,274	146,274	-	146,274	-
224	I.D.E.A. - B, Formula	7,758,168	-	-	7,758,168	7,758,168	-	7,758,168	-
225	I.D.E.A. - B, Pre School	83,527	-	-	83,527	83,527	-	83,527	-
244	Vocational Education - Basic	624,329	-	-	624,329	624,329	-	624,329	-
255	ESEA Title II Part A TPTR/CSR	2,163,644	-	-	2,163,644	2,163,644	-	2,163,644	-
263	ESEA Title III Part A Lang Instr/Ltd Eng	1,188,758	-	-	1,188,758	1,188,758	-	1,188,758	-
274	GEAR UP	260,191	-	-	260,191	260,191	-	260,191	-
287	Project Rise	49,495	-	-	49,495	49,495	-	49,495	-
288	Libro Grant	82,726	-	-	82,726	82,726	-	82,726	-
289	Title IV, Part A - SSAEP	1,730,582	-	-	1,730,582	1,730,582	-	1,730,582	-
309	Federal Co-Op	1,264,678	-	-	1,264,678	1,264,678	-	1,264,678	-
312	Federal AFDC	-	-	-	-	-	-	-	-
315	I.D.E.A. Discretion	150,356	-	-	150,356	150,356	-	150,356	-
340	I.D.E.A. Part C	500	-	-	500	500	-	500	-
410	Instructional Material Allotment	4,900,000	-	-	4,900,000	4,900,000	-	4,900,000	-
429	Math Innovation Zone	39,562	-	-	39,562	39,562	-	39,562	-
431	State Adult Basic Education	-	-	-	-	-	-	-	-
435	State Deaf	669,023	-	-	669,023	669,023	-	669,023	-
499	Locally Funded Special Revenue	-	-	-	-	-	-	-	-
511	Debt Service	15,845,781	-	-	15,845,781	15,845,781	-	15,845,781	-
	Sub Total Federal/State Funds	\$ 61,186,426	\$ -	\$ -	\$ 61,186,426	\$ 61,186,426	\$ -	\$ 61,186,426	\$ -
	Grand Total	\$ 558,477,909	\$ -	\$ -	\$ 558,477,909	\$ 558,477,909	\$ -	\$ 558,477,909	\$ -

Brownsville Independent School District

2020 - 2021 Proposed Expenditures - All Funds

	Function	Object										Total Amount	Percent	
		Payroll Cost	Professional Contracted	Supplies/Materials	Other Oper. Costs	Debt Service	Capital Outlay	Other Uses						
		6100	6200	6300	6400	6500	6600	8900	Amount	Percent				
11	Instruction	250,839,927	3,382,780	20,590,913	2,674,100	-	802,754	-	-	-	-	-	278,290,474	49.8%
12	Instr. Res./Media Serv.	7,625,224	1,021,559	688,584	29,350	-	36,970	-	-	-	-	-	9,401,687	1.7%
13	Instructional Staff Dev.	10,642,052	1,064,842	1,568,966	1,129,648	-	-	-	-	-	-	-	14,405,508	2.6%
21	Instructional Leadership	6,727,617	275,482	530,489	336,217	-	-	-	-	-	-	-	7,869,805	1.4%
23	Campus Leadership	26,493,007	444,341	574,713	426,822	-	-	-	-	-	-	-	27,938,883	5.0%
31	Guidance & Couns. Serv.	20,027,930	634,394	913,841	220,396	-	-	-	-	-	-	-	21,796,561	3.9%
32	Social Services	298,101	551,100	14,166	13,000	-	-	-	-	-	-	-	876,367	0.2%
33	Health Services	6,081,939	113,599	194,129	7,930	-	-	-	-	-	-	-	6,397,597	1.1%
34	Transportation	8,829,493	458,827	1,328,300	528,500	-	49,451	-	-	-	-	-	11,194,571	2.0%
35	Food Services	18,994,827	586,000	21,072,077	31,000	-	871,350	-	-	-	-	-	41,555,254	7.4%
36	Co-Curricular Activities	9,167,852	871,504	4,006,078	5,437,100	-	104,785	-	-	-	-	-	19,587,319	3.5%
41	General Administration	9,075,254	1,998,229	584,924	1,316,591	-	-	-	-	-	-	-	12,974,998	2.3%
51	Maintenance and Operations	23,811,538	18,192,254	4,132,946	4,116,700	-	490,000	-	-	-	-	-	50,743,438	9.1%
52	Security and Monitoring Serv.	7,425,926	174,399	498,932	83,159	-	245,200	-	-	-	-	-	8,427,616	1.5%
53	Data Processing Services	2,569,601	5,095,592	1,203,023	40,015	-	682,727	-	-	-	-	-	9,590,958	1.7%
61	Community Services	2,397,618	341,859	584,847	218,148	-	-	-	-	-	-	-	3,542,472	0.6%
71	Debt Service	-	-	-	-	31,448,901	-	-	-	-	-	-	31,448,901	5.6%
81	Construction/Renovation	-	-	-	-	-	-	-	1,290,000	-	-	-	1,290,000	0.2%
95	JJAEF	-	150,000	-	-	-	-	-	-	-	-	-	150,000	0.0%
99	Other Intergovernmental Charges	-	995,500	-	-	-	-	-	-	-	-	-	995,500	0.2%
00	Other Use of Funds	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Total		411,007,906	36,352,261	58,486,928	16,608,676	31,448,901	4,573,237	-	-	-	-	-	558,477,909	100.0%
Percent		73.6%	6.5%	10.5%	3.0%	5.6%	0.8%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%

Brownsville Independent School District
Proposed Revenues 2020-2021 All Funds

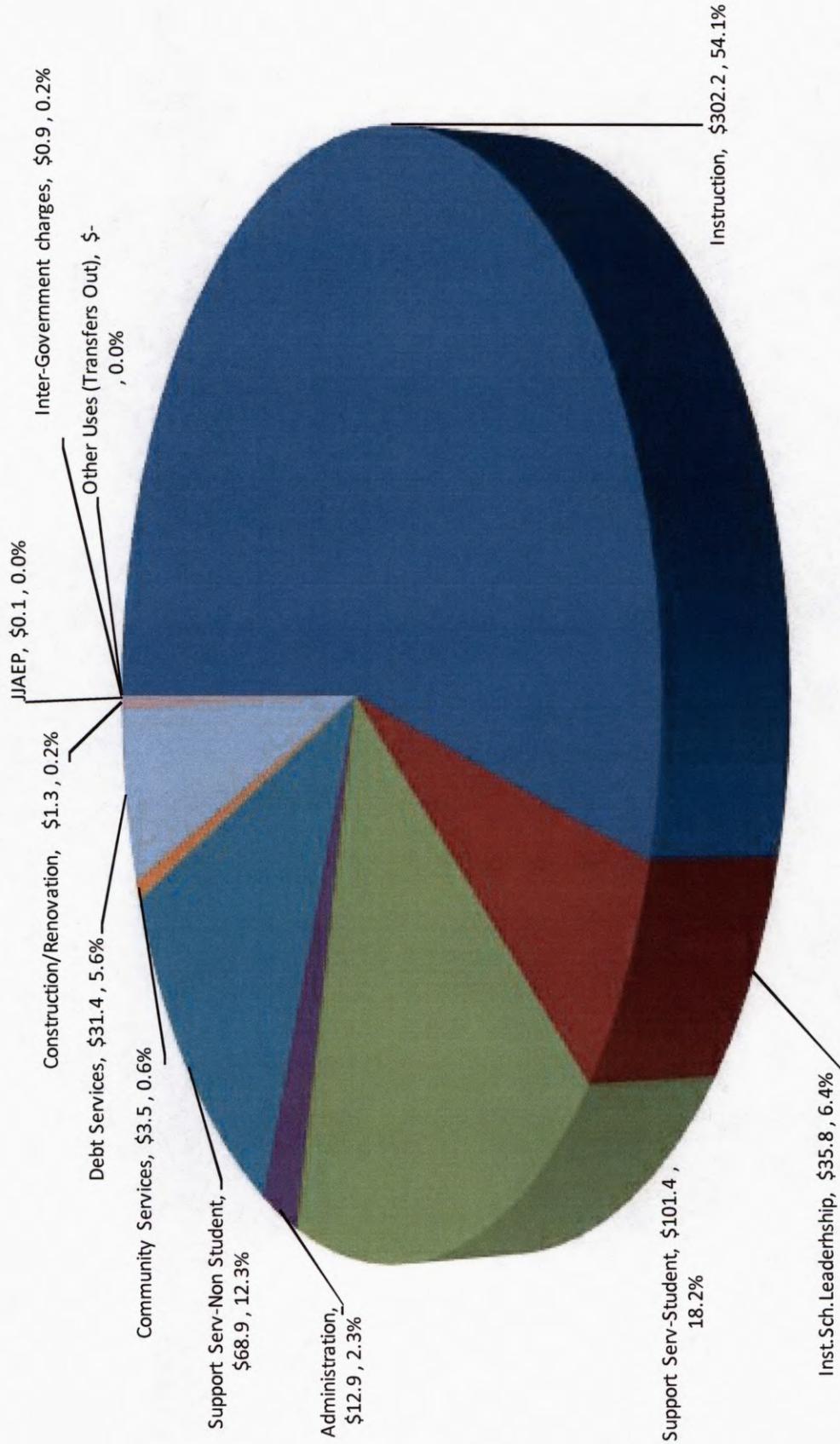


Total Revenues \$558.4 Million

Note: All figures expressed in Millions

Brownsville Independent School District

Proposed Expenditures 2020-2021 All Funds by Function



Total Expenditures \$558.4 Million

Note: All figures expressed in Millions

CALENDAR 2020 - 2021 [OPTION 1]

July '20

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August '20

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September '20

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October '20

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November '20

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December '20

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January '21

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February '21

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March '21

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April '21

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May '21

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June '21

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3

First Class Day: August 11
Last Class Day: May 27
Make-up Days: Oct. 12

School Schedule:
 Middle Schools ..7:40 AM-2:50 PM
 Elementaries.....8:05 AM-3:15 PM
 Early College HS.....8:50 AM-4:00 PM

Employee Orientation Days:
 July 22 and 23
 January 9 and 23

Staff Development Days:
 Campus: August 5, 6
 District: August 7 / September 25

Updated 6/22/20

Teacher Preparation Days:
 August 10 / January 5 / May 28

Early Dismissal Schedule:
 Early Dismissal: February 25
 Middle Schools 11:45 AM
 Elementaries..... 12:15 PM
 Early College HS 1:00 PM

PEIMS Snapshot: October 30

Holidays and Vacations:
 Labor Day: September 7
 Columbus Day: October 12
 Thanksgiving: November 23-27
 Christmas (Employees): December 21-January 4
 Christmas (Students): December 21-January 5
 Martin Luther King, Jr.: January 18
 Charro Days: February 26
 Spring Break: March 15-19
 Easter April 2
 Memorial Day: May 31

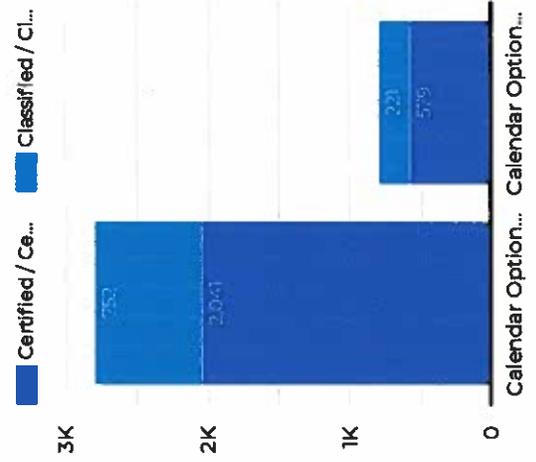
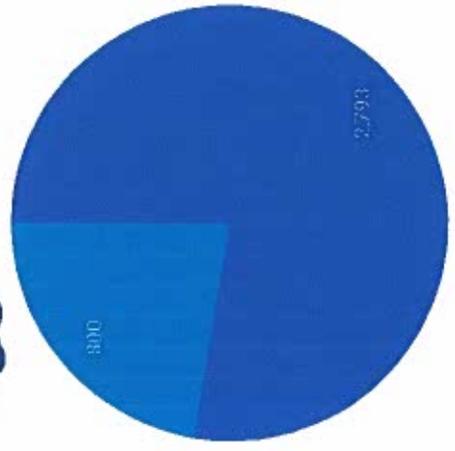
Six Weeks Grading Periods:
 1st 6 Wks.....28 DaysSept. 18
 2nd 6 Wks.....28 DaysOct. 30
 3rd 6 Wks.30 DaysDec. 18
 1st Sem..... 86 DaysDec. 18
 4th 6 Wks.....27 Days Feb. 12
 5th 6 Wks.....33 DaysApr. 9
 6th 6 Wks.....34 DaysMay 27
 2nd Sem.....94 Days.....May 27
TOTAL Instructional Days.....180

Intersession/ADSY*
 October 24, 2020 (1 day)
 November 14, 2020 (1 day)
 December 12, 2020 (1 day)
 January 30, 2021 (1 day)
 February 20, 2021 (1 day)
 March 6, 2021 (1 day)
 April 17, 2021 (1 day)
 May 8, 2021 (1 day)
 June 1 - June 30 (22 days)
 In compliance with ADSY



BISD 2020-2021 Calendar Responses

Record Count
3,593



Select your...	Select one calen...	Record Count
1. Certified / C...	Calendar Option 1 ...	2,041
2. Classified / ...	Calendar Option 1 ...	752
3. Certified / C...	Calendar Option 2...	579
4. Classified / ...	Calendar Option 2...	221

Select your staff position (¿...	Record Count
1. Certified / Certificado	2,620
2. Classified / Clasificado	973

1 - 2 / 2 < >

Grand total 3,593

1 - 4 / 4 < >

Elementary Schools



Select your campus...	Record Count
1. Elementary Paredes	82
2. Elementary Pulliam	81
3. Elementary Breeden	77
4. Elementary Perez	71
5. Elementary Benavid...	66
6. Elementary Hudson	64
Grand total	1,681

1 - 34 / 34 < >

Middle Schools



Select your campus / dep...	Record Count
1. Middle School Faulk	88
2. Middle School Vela	79
3. Middle School Oliveira	74
4. Middle School Stillman	74
5. Middle School Steli	62
6. Middle School Besterio	61
Grand total	638

1 - 10 / 10 < >

High Schools



Select your campus / depar...	Record Count
1. Early College High School Pa...	157
2. Early College High School Po...	146
3. Early College High School Ha...	144
4. Early College High School Riv...	128
5. Early College High School Lo...	122
6. Early College High School Vet...	94
Grand total	857

1 - 10 / 10 < >



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06-25-2020

Item Title: NIBRS – National Incident Based Reporting System X Action Information Discussion

BACKGROUND:

With the passage of HB11 in the 84th Legislative Session, the law enforcement community in Texas has been challenged to move from the old Summary Reporting System (SRS) of Uniform Crime Reporting to the much more detailed National Incident-Based Reporting System (NIBRS). In order to be in compliance we must migrate to a new program/software.

The purpose of this funding is to enable local law enforcement agencies to upgrade their technology infrastructure to allow for and support the submission of data to the Uniform Crime Reporting (UCR) National Incident-Based System (NIBRS).

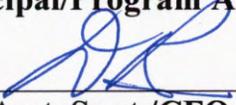
FISCAL IMPLICATIONS:

The Office of the Texas Governor has Awarded Grant (3863301) in the amount of \$86,615.66. This amount will be reimbursed at 100% to The Brownsville Independent School District.

RECOMMENDATION:

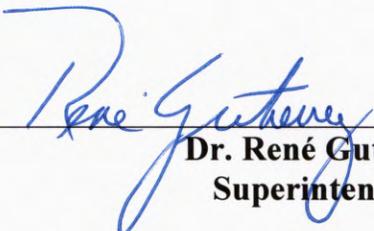
Recommend approval of Resolution 023/19-20, for the purpose of Brownsville ISD to request 100% reimbursement of \$86,615.66. Funding enables BISD PD to upgrade the technology infrastructure to allow for and support the submission of data to the Uniform Crime Reporting (UCR) National Incident-Based System (NIBRS)

Oscar Garcia 
Submitted by: Principal/Program Adm.

David Robledo 
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantú 
Approved by: Deputy Superintendent
6-20-2020

Approved for Submission to Board of Education:


Dr. René Gutiérrez
Superintendent

RESOLUTION 023/19-20

WHEREAS, Brownsville ISD finds it in the best interest of the citizens of Brownsville, Texas, that the NIBRS – National Incident Based Reporting System, vendor Eforce powered by Intellichoice be operated for the 2019-2020 fiscal year and

WHEREAS, Brownsville ISD agrees to provide applicable matching funds for the said project as required by The Office of the Texas Governor grant application; and

WHEREAS, Brownsville ISD agrees that in the event of loss or misuse of the Office of the Governor funds, Brownsville ISD assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Brownsville ISD designates Dr. Rene Gutierrez, Superintendent as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Brownsville ISD (Governing Body) approves submission of the grant application for the NIBRS – National Incident Based Reporting System to the Office of the Governor.

Signed by:

Passed and Approved this 16th (Day) of June (Month), 2020 (Year)

Grant Number: 3863301

Comment [am1]: The Grant Number (ex: 1650304) can be found in eGrants after you create a new or continuation funding solicitation.

Attest:

BISD Board Secretary

BISD Board President

BISD Superintendent

RESOLUTION 023/19-20

WHEREAS, Brownsville ISD finds it in the best interest of the citizens of Brownsville, Texas, that the NIBRS – National Incident Based Reporting System, vendor Eforce powered by Intellichoice be operated for the 2019-2020 fiscal year and

WHEREAS, Brownsville ISD agrees to provide applicable matching funds for the said project as required by The Office of the Texas Governor grant application; and

WHEREAS, Brownsville ISD agrees that in the event of loss or misuse of the Office of the Governor funds, Brownsville ISD assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Brownsville ISD designates Dr. Rene Gutierrez, Superintendent as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Brownsville ISD (Governing Body) approves submission of the grant application for the NIBRS – National Incident Based Reporting System to the Office of the Governor.

Signed by:

Passed and Approved this 16th (Day) of June (Month), 2020 (Year)

Grant Number: 3863301

Attest:

BISD Board Secretary

BISD Board President

BISD Superintendent



Brownsville Independent School District

Agenda Category: General Function

Board of Education Meeting: 11/06/2019

Item Title: NIBRS – National Incident Based Reporting System

X Action Information Discussion

BACKGROUND:

With the passage of HB11 in the 84th Legislative Session, the law enforcement community in Texas has been challenged to move from the old Summary Reporting System (SRS) of Uniform Crime Reporting to the much more detailed National Incident-Based Reporting System (NIBRS). In order to be in compliance we must migrate to a new program/software.

The purpose of this funding is to enable local law enforcement agencies to upgrade their technology infrastructure to allow for and support the submission of data to the Uniform Crime Reporting (UCR) National Incident-Based System (NIBRS).

FISCAL IMPLICATIONS:

The Office of the Texas Governor has Awarded Grant (3863301) in the amount of \$86,615.66. This amount will be reimbursed at 100% to The Brownsville Independent School District.

RECOMMENDATION:

Recommend approval for the purchase of law enforcement software with vendor Eforce Powered by Intellichoice, not to exceed the amount of \$86,615.66.

Oscar Garcia
Submitted by: Principal/Program Adm.

Jimmy Haynes
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantú
Approved by: Deputy Superintendent

10/29/19

Approved for Submission to Board of Education:

René Gutiérrez
Dr. René Gutiérrez
Superintendent

Agency Name: Brownsville ISD
Grant/App: 3863301 **Start Date:** 9/1/2019 **End Date:** 8/31/2020
Fund Source: NB-National Incident-Based Reporting System (NIBRS)
Project Title: National Incident-Based Reporting System (NIBRS)
Status: Application - Award Accepted by Applicant **Fund Block:** 2020

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460004181007

Application Eligibility Certify:

Created on:2/22/2019 1:26:31 AM By:Travis Welch

Profile Information

Applicant Agency Name: Brownsville ISD
Project Title: National Incident-Based Reporting System (NIBRS)
Division or Unit to Administer the Project: Brownsville Independent School District
Police Department
Address Line 1: 1900 E. Price Road
Address Line 2:
City/State/Zip: Brownsville Texas 78521-2417
Start Date: 9/1/2019
End Date: 8/31/2020

Regional Council of Governments(COG) within the Project's Impact Area: Lower Rio Grande Valley Development Council
Headquarter County: Cameron
Counties within Project's Impact Area: Cameron

Grant Officials:

Authorized Official

Name: Rene Gutierrez
Email: rene.gutierrez@bisd.us
Address 1: 1900 E. Price Rd.
Address 1:
City: Brownsville, Texas 78521
Phone: 956-698-0014 Other Phone: 956-548-8011
Fax: 956-548-8019
Title: Mr.
Salutation: Dr.
Position: Superintendent

Project Director

Name: Oscar Garcia
Email: ogarcia@bisd.us
Address 1: 2477 East Price Rd. Suite 101
Address 1:
City: Brownsville, Texas 78521
Phone: 956-698-2085 Other Phone:
Fax: 956-548-8989

Title: Mr.
Salutation: Chief
Position: Chief of Police

Financial Official

Name: Mary Garza
Email: mdgarza@bisd.us
Address 1: 1900 E Price Road
Address 1:
City: Brownsville, Texas 78521
Phone: 956-548-8310 Other Phone: 956-698-2880
Fax: 956-982-2795
Title: Ms.
Salutation: Ms.
Position: Administrator for Finance

Grant Writer

Name: Travis Welch
Email: twelch@eforcesoftware.com
Address 1: 1047 South 100 West, Suite 130
Address 1:
City: Logan, Utah 84321
Phone: 888-570-4943 Other Phone: 907-987-5616
Fax:
Title: Mr.
Salutation: Mr.
Position: Grant writer

Grant Vendor Information

Organization Type: Independent School District (ISD)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460004181007
Data Universal Numbering System (DUNS): 030917579

Narrative Information

Introduction

The purpose of this funding is to enable local law enforcement agencies to upgrade their technology infrastructure to allow for and support the submission of data to the Uniform Crime Reporting (UCR) National Incident-Based System (NIBRS).

Please read the funding announcement for program rules and application guides, available on the [eGrants Calendar](#) page. Additionally, you should review the *Guide to Grants* available at [CJD's resources webpage](#) for information and guidance related to the management and use of grant funds.

Use the space provided below to describe your project. For help with your narrative, see CJD's Developing a Good Project Narrative [Guide](#).

Note: Do not upload attachments with further information unless specifically instructed to do so.

Program-Specific Questions

Current Crime Reporting System

How are you submitting crime report data to DPS currently?

- My agency does not currently submit crime reports to DPS
- My agency does submit crime data, and uses the summary report system (SRS) format
- My agency does submit crime data to DPS, using the IBR format

What system do you currently use to submit crime reports to DPS?

SLEUTH/Global Software Technology

How many times per year does your agency typically now submit data to DPS?

12

Does your agency currently use a third party vendor for the submission of UCR data to the State?

- Yes
- No

If you selected '**YES**' above, provide the following information regarding that vendor:

Business Name:

Software being used, to include version:

Note: *Third party vendors that used to submit UCR data to the State should have demonstrable experience with compilation and submission of IBR data according to the FBI Technical Specification document.*

Has your agency completed the NCS-X NIBRS Readiness Assessment or similar readiness self-assessment? Reference the NCS-X NIBRS [Readiness Assessment](#)

If you selected '**YES**' above, please upload a copy of the readiness assessment to eGrants on the Summary/Upload.Files Tab.

- Yes
- No

Does your current crime reporting system enforce any of the NIBRS data edit and validation checks at the time of data entry?

Note: *The full list of data edit checks is available in the current NIBRS [Technical Specification](#).*

- Yes
- No

Does your current system create, or have the ability to create, a NIBRS or UCR report/export file?

- Yes
- No

If you selected '**YES**', in what format is the data exported? In addition, explain in detail how that is accomplished:

If you answered '**NO**' above, how do you currently report NIBRS/summary UCR data (e.g., via a state website or other method)?

Via state website.

What other reporting methods are available for submitting UCR/NIBRS data?

Are any of the data first collected via a paper form and then entered into the system?

- Yes
- No

Does/Will your agency provide access to other agencies for a shared solution; wherein, the host agency is responsible for the submission of NIBRS data for other hosted agencies?

- My agency currently provides access to other agencies for a shared solution
- My agency plans to provide access to other agencies for a shared solution
- My agency does not provide, or plan to provide, access to other agencies for a shared solution

Provide the total jurisdictional population of the area to be covered:

44283

List the participating agencies and their individual jurisdictional populations:

If you are not currently reporting to DPS in an IBR format, select all that apply regarding your current system:

- Ability to collect information about all offenses in an incident
- Detailed offense code assigned to each offense in an incident
- Demographic information is stored for each victim in an incident
- Victim injury is stored for each victim in an incident

- _ Demographic information is stored for each known offender in an incident
- _ Relationship between each victim and offender is stored for all offenses in an incident
- _ Ability to track multiple clearances
- _ Ability to track whether an incident was exceptionally cleared
- _ Ability to record and store exceptional clearance data

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Uniform Crime Reports

Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

Criminal History Reporting

Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 60. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

National Data Exchange (N-DEx)

Applicant assures any technology purchased with grant funds will employ national data standards for NIBRS data submissions. NIBRS data may be submitted to the Department in the National Data Exchange (N-DEx) Information Exchange Packet Documentation (IEPD) format in order to participate in the N-DEx program or via a flat file submission. Submission of data via the N-DEx IEPD is preferred, as it ensure submission not only to the state's UCR system but also to the DPS Texas Data Exchange program, and eventually to the FBI's National Data Exchange.

National Incident-Based Reporting Specifications

Applicant assures to obtain a written certification from a vendor prior to purchase that their product can and will comply with all technical and submission standards and requirements. Any software solution purchased with grant funds must support reporting to DPS no less than monthly, but with a goal of near real-time reporting of data. Reporting system must include all data edits and validation routines, as supplied in the FBI NIBRS [Technical Specification](#) and DPS NIBRS [Technical Specification](#) as well as adhere to the NIBRS and

TIBRS data specification guides for proper formatting included in the follow links:

National Incident-Based Reporting System (NIBRS)

[Technical Specification](#) - PDF

[XML IEPD Technical Specification](#) - Zip file

[Texas Segment 8 \(Texas-centric\) Technical Specification](#) - PDF

Technical Specification

[Cargo Theft Technical Specification](#) - PDF

[Hate Crime Technical Specification](#) - PDF

Conversion of National Incident-Based Reporting System (NIBRS)

[Data to Cargo Theft Data](#) - PDF

[Data to Hate Crime Data](#) - PDF

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Commander Anna Gaucin

Enter the Address for the Civil Rights Liaison:

2477 E. Price Rd. Brownsville, TX 78521

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(956) 698-2085

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the CJD Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the above requirements.

Project Abstract :

Project National Incident Based Reporting System (NIBRS) is to provide a universal application for NIBRS data collection, management, and automated report generation for the Brownsville Independent School District Police Department. This program addresses the problem of not having technology infrastructure to support NIBRS data collection and reporting. Advances in hardware and software systems have provided the capability of NIBRS data collection, and subsequent reporting meeting all guidelines set forth by the Federal Bureau of Investigation, who receives this data from the Texas Department of Public Safety (DPS) for the state of Texas. The agency in this project is taking steps to become compliant with House Bill 11 of the 84th Regular Session, requiring transition to NIBRS by 2019; thus seeking funding to implement the collection of NIBRS reportable data, extracted and placed in Texas standard report format acceptable by the Texas Department of Public Safety.

Problem Statement :

Brownsville Independent School District Police Department in this project is a smaller agency located in Cameron County, Texas, serving a population of 44,283 that currently does not have any technology infrastructure which complies with National Incident Based Reporting. The problem is this smaller agency is plagued with strict budgetary restraints that have caused the agency to fall behind in technology, simply because there is not money for purchase or upgrade of technology infrastructure. This has severely disadvantaged Brownsville Independent School District Police Department regarding NIBRS data collection and reporting. Long-term, without intervention, Brownsville Independent School District Police Department will continue to be impaired by the lack of technology infrastructure, and will face a huge hurdle of complying with the NIBRS transition timelines and standards of reporting. The agency request is quite simple and offers an immediate and very effective solution for collection and extraction of NIBRS data from the report writing system within eFORCE Software. eFORCE Software has adapted for NIBRS reporting in Texas and all customers will receive an install with an updated version managing all NIBRS data and allowing automatic generation of NIBRS reports.

Supporting Data :

N/A

Project Approach & Activities:

The goal of Project NIBRS is to provide a universal application for NIBRS data collection, management, and automated report generation for Brownsville Independent School District Police Department. Project activities will include the installation of a Record Management System, Mobile application, and Computer Aided Dispatch with necessary interfaces which will manage all NIBRS reportable data allowing for automated NIBRS report generation. Once the install has been completed, testing of NIBRS reporting will be completed with the agency to ensure the reporting of data meets the NIBRS standard. Brownsville Independent School District Police Department is a smaller agency plagued with strict budgetary restraints that have caused the agency to fall behind in technology, simply because there is not money for purchase or upgrade of technology infrastructure. This has severely disadvantaged Brownsville Independent School District Police Department regarding NIBRS data collection and reporting. Funding this project will provide this agency with an immediate and efficient solution to this problem and will enable NIBRS data collection, management, and reporting for years to come.

Capacity & Capabilities:

N/A

Performance Management :

Brownsville Independent School District Police Department will be familiar with NIBRS reported guidelines and will adhere to the best recommended practice. The NIBRS reportable data will be collected and managed within Brownsville Independent School District Police Department's eFORCE Record Management System, Mobile application, and Computer Aided Dispatch with necessary interfaces.

Target Group :

N/A

Evidence-Based Practices:

The current software being sought with grant funds does collect, manage, and extract NIBRS data across all applications, for auto generated reports within the Record Management System Application. Currently there are numerous agencies, large and small across the nation, who are using eFORCE Software to produce NIBRS reports that meet all national standards. Colorado is an example that contains more than 50 Law Enforcement agencies using eFORCE Software and reporting to NIBRS. All Colorado agencies must first be certified through the state by submitting two weeks of live NIBRS data which came from their eFORCE Software Record Management System. Once the data is validated, and the agency certified, then the software can be used for their NIBRS reportable data; evidence of all national NIBRS reporting standards being met. eFORCE software is currently an approved NIBRS vendor in Texas. There are approximately 40+ agencies in Texas that are working with the vendor to begin submission of NIBRS reportable data to the state. Initial testing and approval with Sweetwater Police Department, TX to submit NIBRS data is evidence of all national and local Texas NIBRS reporting standards being met.

Project Activities Information

Reserved

This section left intentionally blank.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Technology Upgrades	100.00	The project activity to install the software, and conduct testing to ensure NIBRS reporting standards are met, will be monitored by Brownsville Independent School District Police Department through a written electronic account of the project's progress. Also, upon installation of the Record Management System, Brownsville Independent School District Police Department will receive written confirmation from the contracted vendor of the install date, time, and version of the software.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
--------------------------	---------------------	---------------------------------

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
-----------------------	---------------------

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
------------------------	---------------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
------------------------------	---------------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
-------------------------------	---------------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

The funds being sought will be used to purchase a Record Management System, Mobile application, and Computer Aided Dispatch with necessary interfaces which collect, manage, and extract NIBRS data across all applications for reporting. The project activity to install the system, and conduct testing to ensure NIBRS reporting standards are met, will be monitored by Brownsville Independent School District Police Department through a written electronic account of the project's progress. Also, upon installation of the Record Management System, Mobile application, and Computer Aided Dispatch with necessary interfaces, Brownsville Independent School District Police Department will receive written confirmation from the contracted vendor of the install date, time, and version of the software. Testing will be conducted with the Texas Department of Public Safety (DPS) to ensure NIBRS reporting standards are met.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

7/1/2019

Enter the End Date [mm/dd/yyyy]:

6/30/2020

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

41537653

Enter the amount (\$) of State Grant Funds:

1707997

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Yes

No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

6/30/2018

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

I Certify

Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

THIS SECTION APPLIES TO NONPROFIT CORPORATIONS ONLY

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

THIS SECTION APPLIES TO NONPROFIT CORPORATIONS ONLY

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

- Yes
- No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- Yes
- No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes
- No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

THIS SECTION APPLIES TO NONPROFIT CORPORATIONS ONLY

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

THIS SECTION APPLIES TO NONPROFIT CORPORATIONS ONLY

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

THIS SECTION APPLIES TO NONPROFIT CORPORATIONS ONLY

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGOR Y	SUB CATEGOR Y	DESCRIPTIO N	OOG	CASH MATC H	IN- KIND MATC H	GPI	TOTAL	UNIT/ %
Contractual and Professional Services	Installation of Grant-funded Equipment and Data System	RMS Implementation 51+ Users Includes several services necessary for contract fulfillment. RMS Onsite: 31-50 users This onsite session educates end users on how to operate the system to perform their daily duties relevant to the software. RMS Onsite: 51+ users; each additional 10 users This onsite session educates end users on how to operate the system to perform their daily duties relevant to the software. RMS Server License License for server hosting RMS software. RMS User License User license for the eFORCE RMS application. Features include: report writing, Dynamic Names Association (DNA), vehicles,	\$86,615.6 6	\$0.00	\$0.00	\$0.0 0	\$86,615.6 6	0

		property, graphics, IBR or UCR reporting (specific state reporting is also available), graphs and charts, officer log, crime analysis.						
--	--	--	--	--	--	--	--	--

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$86,615.66	\$0.00	\$0.00	\$0.00	\$86,615.66

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$86,615.66	\$0.00	\$0.00	\$0.00	\$86,615.66

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
<p>Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload' function in the eGrants system. The resolution must contain the following:</p> <ul style="list-style-type: none"> • Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested; • A commitment to provide all applicable matching funds; • A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and • A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG. 	3/25/2019 11:19:46 AM		Yes	No
<p>NIBRS Filing: By accepting this grant award, the recipient agrees to begin filing incident-based reports with the Texas Department of Public Safety (DPS) no less than every month, beginning no later than 90 days after the end of the project period for this grant. The recipient agrees to file reports complying with NIBRS and DPS standards, and to do so for at least three years following the end of the project period.</p>	3/25/2019 11:20:09 AM		No	No
<p>Other Condition of Funding. NIBRS Compliance Verification. Pursuant to the Grantee Conditions & Responsibilities section 15.3 "Reimbursements", grantees must ensure all invoiced services or goods have been performed or delivered. To lift this fund hold, please upload a signed letter in the Upload.Files tab from the Authorized Official stating</p>	3/25/2019 11:21:02 AM		Yes	No

that all invoiced services or goods as entered in your grant budget, and previously approved by CJD, have been performed and/or delivered to your agency.				
System of Award Management (SAM): Registration with SAM is required by all OOG applicants. Applicants are required to maintain current registrations in the System for Award Management (SAM) database. The SAM database is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. Applicants must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at http://www.sam.gov/ .	6/12/2019 10:45:26 AM		Yes	No

You are logged in as **User Name:** Helen Martinez ; **UserName:** Martinez_Helen *
INTERNALUSER

Created: 9/12/2019 7:32:45 AM

Snapshot Description: Application - Execution of Grant Acceptance



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/25/20

Item Title:	<u>Delivery Method for Construction</u>	<u>X</u>	Action
	<u>Project Canales Elementary roofing</u>	<u> </u>	Information
	<u>Maintenance Tax Note</u>	<u> </u>	Discussion

BACKGROUND: Administration is seeking School Board approval for the delivery method for the roofing construction project for Canales Elementary School. In accordance to Section 44.031(a) (5) of the Texas Education Code. Delivery methods were Board approved on 01/21/03 and, revised on 02/19/08. Board of Trustees approved RFQ# 18-114 Design Services for Re-roofing district wide. Canales Elementary was selected for Re-roofing services. Administration recommends approval of Competitive Seal Proposal (CSP) delivery method.

FISCAL IMPLICATIONS:

None at this time.
Maintenance Tax Note.

RECOMMENDATION: Recommend approval to select the Competitive Seal Proposal (CSP) delivery method as authorized by the Texas Education Code in accordance with chapter 2269 of the Government Code for Construction Services for the roofing project for Canales Elementary School.

Approved for Submission to Board of Education

M. Espinosa
 Submitted by: Principal/Program Adm.
Manuel Hinojosa, FAIA / David Robledo
 Recommended by: District Architect/ CFO
Dr. Nereida Cantu
 Approved by: Deputy Superintendent
6/18/2020

René Gutiérrez
 Dr. René Gutiérrez
 Superintendent



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 01/16/18

Item Title:	<u>Gomez Mendez Saenz Architects</u>	<u>X</u>	Action
	<u>Cost Proposal for RFQ #18-114 Architectural</u>	<u> </u>	Information
	<u>Design Services for Re-Roofing District-wide</u>	<u> </u>	Discussion

BACKGROUND:

At the September 5, 2017 Board meeting the Board of Trustees approved RFQ #18-114 Architectural Design Services for Re-roofing district-wide. Gomez Mendez Saenz Architects was one of the firms approved for Architectural Design Services. Therefore, the purpose of this agenda item is for the Board of Trustees to accept and approve the cost proposal from Gomez Mendez Saenz regarding the following re-roofing projects:

Campus/Facility

- Canales Elementary
- Garza Elementary

Estimated overall cost is \$3,000,000.00.

FISCAL IMPLICATIONS:

Fund 189 (Maintenance Tax Note): \$180,000.00

RECOMMENDATION:

Recommend to accept and approve the cost proposal from Gomez Mendez Saenz Architects, Brownsville, Texas for Architectural Design Services for the re-roofing projects in the amount not to exceed \$180,000.00 based on 6% proposal to be paid from Fund 189 (Maintenance Tax Note).

Approved for Submission to Board of Education:

Submitted by: Principal/Program Adm.

**Dr. Esperanza Tendejas
Superintendent of Schools**

Recommended by: AA Supt/Asst. Supt/CFO



Brownsville Independent School District

Facilities Department

3750 Robindale
Road
Brownsville,
Texas 78526
(956)-6982400

PROCUREMENT TIME LINES (CSP)

Project: Canales Re-roofing Project.

CSP # Revised: June 18, 2020

Wednesday June 17, 2020	Documentation to BISD Purchasing.	
Friday June 19, 2020	Plans/specs submitted to BISD Purchasing	
Sunday, June 28, 2020	1 st Advertisement	
Sunday, Sunday July 5, 2020	2 nd Advertisement	
Tuesday, July 7, 2020	Pre-Bid Conference	9.00am
Thursday July 9, 2020	Q & A Deadline	5.00 pm
Thursday July 16, 2020	Bid Deadline	3.00 pm
Thursday July 16, 2020	Bid opening	3.15 pm
Monday July 20, 2020	Ranking Process (@ Facilities)	9.00 am
Wednesday July 24, 2020	Agenda deadline	
Thursday August 6, 2020	Recommend G.C to Board	

BISD is an equal opportunity employer, and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provisions of services, programs or activities.



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/25/20

Item Title: Project Authorization and Delivery Method X Action
For Construction Project – Information
Elementary – LED Lighting Upgrades Discussion

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. The Elementary – LED Lighting Up Grade project is one of the selected that were addressed for safety concerns. 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.

- Elementary – LED Lighting Upgrades Project
 - Burns, Egly, and Vermillion Elementary ----- Competitive Seal Proposal
 - Other Campuses
 - Estimated Construction Cost for the above-mentioned project – \$1,300,000.00
 - The overall construction project is under the Maintenance Tax Note fund.
 - Project Timeline-T.B.A.

FISCAL IMPLICATIONS:

None at this time

RECOMMENDATION:

Recommend approval to authorize the Administration to move forward with the Elementary – LED Lighting Upgrades 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.

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 6/18/20

Dr. René Gutiérrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

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

Elementary – LED Lighting Upgrades 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)

70

1/1/2021

1/29/2021

8/2/2020



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/25/2020

Item Title: Official Notice and Order X Action
BISD Trustee Election Information
Discussion

BACKGROUND:

Official Notice and Order for the Brownsville Independent School District Trustee Election scheduled on Tuesday, November 3, 2020. The School Board Trustee election will be held for the following positions.

- Position 2 (2 Year Unexpired Term)
- Position 3 (4 Year Term)
- Position 5 (4 Year Term)
- Position 6 (4 Year Term)
- Position 7 (4 Year Term)

FISCAL IMPLICATIONS:

Fiscal implications for the election provided to the Board of Trustees for approval once the election expenses in the contract are collaborated with the Cameron County Administrator.

RECOMMENDATION:

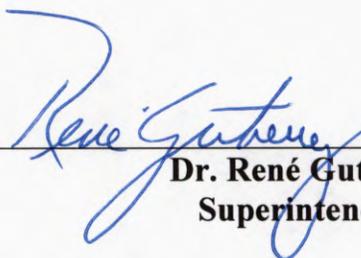
Recommend approval for an Official Notice and Order of the Brownsville Independent School District Trustee Election scheduled on Tuesday, November 3, 2020.

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



NOTICE AND ORDER FOR GENERAL ELECTION

Cameron County and Brownsville Independent School District

NOTICE OF ELECTION

**BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
CAMERON COUNTY, TEXAS**

To the voters of the Brownsville Independent School District of Cameron County, Texas:

Notice is hereby given that the polling places listed will be open from 7:00 A.M. to 7:00 P.M. on November 3, 2020 for voting in a general election to elect:

ONE (1) SCHOOL TRUSTEE

Position 2 - Two (2) Year Unexpired Term

FOUR (4) SCHOOL TRUSTEES

Positions 3 – Four (4) Year Term

Position 5 – Four (4) Year Term

Position 6 – (4) Year Term

Position 7 – (4) Year Term

This order is given under and by virtue of an Order for said election made and entered by the Brownsville Independent School District on June 16, 2020, copy of which is incorporated and made part of this notice.

ORDER OF ELECTION

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

An election is hereby ordered to be held on Tuesday, November 3, 2020, for the purpose of:

ONE (1) SCHOOL TRUSTEE

Position 2 - Two (2) Year Unexpired Term

FOUR (4) SCHOOL TRUSTEES

Positions 3 – Four (4) Year Term

Position 5 – Four (4) Year Term

Position 6 – (4) Year Term

Position 7 – (4) Year Term

Application for ballot by mail shall be mailed to: **ELECTIONS ADMINISTRATOR'S OFFICE
1050 East Madison
PO Box 3587
Brownsville, Texas 78523**

**Notice of Early Voting Locations for the General Election
to be held on November 3, 2020**

Early voting by personal appearance will be conducted at the following locations, dates, and times:

LOCATION	ADDRESS	DATES	TIMES
Main Branch	Cameron County Courthouse Former Elections Dept. 954 E. Harrison St. Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	8:00 a.m. to 8:00 p.m.
		Sunday, Oct. 28	9:00 a.m. to 2:00 p.m.
		Monday, Oct. 29 thru Friday, Nov. 2	8:00 a.m. to 8:00 p.m.
Brownsville Public Library	2600 Central Blvd. Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Southmost Public Library	4320 Southmost Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
BISD Administrative Bldg.	1900 E. Price Road Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Cameron Park Community Center (El Centro Cultural)	2100 Gregory Ave. Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Harlingen County Annex Bldg.	Justice of the Peace Courtroom 3302 Wilson Rd. Harlingen, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
San Benito Community Bldg.	210 E. Heywood St. San Benito, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Port Isabel City Hall	305 E. Maxan St. Port Isabel, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
La Feria Fire Station	200 E. Business 83 La Feria, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Los Fresnos Community Center	204 N. Brazil Los Fresnos, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
New Horizon Medical Center	191 E. Price Rd. Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
		Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.

**Notice of Early Voting Locations for the General Election
to be held on November 3, 2020**

Harlingen Cultural Arts Center	576 "76" Dr. Harlingen, Texas	Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Good Shepherd Community Church	300 W. Morrison Rd. Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26 Saturday, Oct. 27	9:00 a.m. to 6:00 p.m. 10:00 a.m. to 2:00 p.m.
Cameron County Levee Bldg.	835 E. Levee St. Conference Room 2nd Floor Brownsville, Texas	Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Rio Hondo ISD Administrative Bldg.	215 W. Colorado St. Rio Hondo, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
Santa Rosa Maria Luisa Ruiz Guerra County Annex Bldg.	116 Santa Vista Ave. Santa Rosa, Texas	Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Santa Maria ISD Administrative Bldg. Board Room	11119 Old Military Hwy 281 Santa Maria, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
Riverside Middle School	35428 Padilla St. San Benito, Texas	Saturday, Oct. 27 Sunday, Oct. 28	10:00 a.m. to 6:00 p.m. 10:00 a.m. to 2:00 p.m.
Texas State Technical College	Student Center (VIP Room) 1902 N. Loop Harlingen, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
Valley Baptist Medical Center	2101 Pease St. Harlingen, Texas	Monday, Oct. 29 thru Wednesday, Oct. 31	9:00 a.m. to 6:00 p.m.
Town of Rancho Viejo City Hall	3301 Carmen Ave. Rancho Viejo, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
Bob Clark Social Service Center	9901 California Rd. Brownsville, Texas	Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
University of Texas RGV	La Sala at the Student Union 650 E. Ringgold Rd. Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
Texas Southmost College	Mary Rose Cardenas South Room 115 80 Fort Brown Brownsville, Texas	Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
South Padre Island City Hall	4601 Padre Blvd. South Padre Island, Texas	Monday, Oct. 22 thru Friday, Oct. 26 Saturday, Oct. 27	9:00 a.m. to 6:00 p.m. 10:00 a.m. to 2:00 p.m.
Valley Baptist Medical Center	1040 W. Jefferson St. Brownsville, Texas	Monday, Oct. 29 thru Wednesday, Oct. 31	9:00 a.m. to 6:00 p.m.
Valley Regional Medical Center	100A E. Alton Gloor Blvd. Brownsville, Texas	Thursday, Nov. 1 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.

BROWNSVILLE ISD ELECTION
 LIST OF POLLING PLACES
 NOVEMBER 3, 2020

Attachment A

PCT.	SITE	ADDRESS	CITY
Part 4	Villarreal Elementary School	7770 E. Lakeside	Olmito
5	Victoria Elementary School	2801 E.13th St.	Brownsville
6	Career and Technical Education Bldg.	1351 E. Polk St.	Brownsville
7	UTRGV at Brownsville-La Sala Student Union	650 E. Ringgold St.	Brownsville
8	Resaca Elementary School	901 E. Filmore St.	Brownsville
9	Annie Putegnat Elementary School	730 E. 8th St.	Brownsville
10	Cromack Elementary School	3200 E. 30th St.	Brownsville
11	Skinner Elementary School	411 W. St. Charles St.	Brownsville
12	Russell Elementary School	800 Lakeside	Brownsville
13	Central Administration Building	708 Palm Blvd.	Brownsville
Part 14	Bob Clark Social Service Center	9901 California Rd.	Brownsville
15	R.L. Martin Elementary School	1701 Stanford St.	Brownsville
16	Villa Nueva Elementary School	7455 Old Military Road	Brownsville
Part 17	La Encantada School	35001 FM 1577	San Benito
37	J.T. Canales Elementary School	1811 E. 18th St.	Brownsville
38, 97	Sharp Elementary School	1439 Palm Blvd.	Brownsville
45	Faulk Middle School	2200 Roosevelt St.	Brownsville
46, 86, 101	Gonzalez Elementary School	4350 Coffeeport Rd.	Brownsville
47	Stell Middle School	1105 Los Ebanos St.	Brownsville
Part 48	Yturria Elementary School	2955 W. Tandy Rd.	Brownsville
49, 107	VICC Recreational Center (La Fuente Room)	300 McFadden Rd.	Brownsville
Part 50	Ed Downs Elementary School	1302 N. Dick Dowling	San Benito
53	Besteiro Middle School	6280 Southmost Rd.	Brownsville
54	Burns Elementary School	1974 E. Alton Gloor Rd.	Brownsville
60, 69	Del Castillo Elementary School	105 Morningside Rd.	Brownsville
61, 106	Hudson Elementary school	2920 FM 802	Brownsville
62	James Pace High School	314 W. Los Ebanos Blvd.	Brownsville
63	Oliveira Middle School	444 Land O' Lakes Dr.	Brownsville
68	Rivera High School	6955 FM 802	Brownsville
70	Brownsville Public Library-Southmost Branch	4320 Southmost Rd.	Brownsville
71	Perkins Middle School	4750 Austin Rd.	Brownsville
72	Paredes Elementary School	3700 Heritage Trail	Brownsville
73	Ideal School	4395 Paredes Line Rd.	Brownsville
Part 74	Cameron Park Community Center (El Centro Cultural)	2100 Gregory Ave.	Brownsville
75	Garden Park Elementary School	855 Military Highway	Brownsville
76	Hanna High School	2615 Price Rd.	Brownsville
77	Garza Elementary School	200 Esperanza Ln.	Brownsville
82	El Jardin Elementary School	6911 Boca Chica Blvd.	Brownsville
96	Perez Elementary School	2514 Shidler Dr	Brownsville
98	Benavidez Elementary School	3101 McAllen Rd.	Brownsville
Part 102	Raquel Pena Elementary School	4975 Salida de la Luna	Brownsville



Brownsville Independent School District

Agenda Category: General Function

Board of Education Meeting: 06/25/2020

Item Title: At-Home Synchronous Learning For
The 2020-2021 School Year

X Action
Information
Discussion

BACKGROUND:

The Brownsville I.S.D. will be implementing at-home synchronous learning for the 2020-2021 school year.

The district must be prepared for this type of lesson delivery by implementing the infrastructure and equipping the classroom with interactive screens, and web cameras equipped with microphones. This equipment will help facilitate student engagement and assist teachers with ensuring the students who are at home, can receive the same instruction as students physically in the classroom.

FISCAL IMPLICATIONS:

Items will be purchased utilizing categorical funding (211) not to exceed \$3,000,000.00.

RECOMMENDATION:

Recommend approval to purchase interactive screens, and/or web cameras equipped with microphones for the implementation of at-home synchronous learning purchased utilizing categorical funding (211) not to exceed \$3,000,000.00.

Approved for Submission to Board of Education:

Submitted by: **Dr. Dora E. Sauced**
Asst. Superintendent, Curriculum & Instruction

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

Dr. René Gutiérrez, *Superintendent*

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

Cleartouch Monitor 65" Price Specs.

	Monitor	i5 PC	Web Camera	Rolling Base	Document Camera		Total
65" K Panel/UHD/20pt Touch	#####	#####	\$124.17	\$944.00	\$310.00		\$4,487.34
65" K Panel/UHD/20pt Touch	#####		\$124.17	\$944.00			\$3,428.17
65" K Panel/UHD/20pt Touch	#####	#####	\$124.17	\$944.00			\$4,177.34
65" K Panel/UHD/20pt Touch	#####		\$124.17	\$944.00	\$310.00		\$3,738.17

Cleartouch Monitor 75" Price Specs.

	Monitor	i5 PC	Web Camera	Rolling Base	Document Camera		Total
75" K Panel/UHD/20pt Touch	#####	#####	\$124.17	\$944.00	\$310.00		\$4,815.23
75" K Panel/UHD/20pt Touch	#####		\$124.17	\$944.00			\$3,756.06
75" K Panel/UHD/20pt Touch	#####	#####	\$124.17	\$944.00			\$4,505.23
75" K Panel/UHD/20pt Touch	#####		\$124.17	\$944.00	\$310.00		\$4,066.06

Cleartouch Monitor 86" Price Specs.

	Monitor	i5 PC	Web Camera	Rolling Base	Document Camera		Total
86" K Panel/UHD/20pt Touch	#####	#####	\$124.17	\$944.00	\$310.00		\$8,015.12
86" K Panel/UHD/20pt Touch	#####		\$124.17	\$944.00			\$6,955.95
86" K Panel/UHD/20pt Touch	#####	#####	\$124.17	\$944.00			\$7,705.12
86" K Panel/UHD/20pt Touch	#####		\$124.17	\$944.00	\$310.00		\$7,265.95

Evo Lite - Mobile Digital Signage	Portagle Digital Signage					#####
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<https://www.youtube.com/watch?v=hr7FpZ5H6M4>



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Pure Simplicity: USB content upload

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Screen Specification

40" TFT Liquid Crystal Display PID module with LED Backlight unit & 2ch-LVDS interface
 Full HDTV (1920 x 1080 pixels) resolution, true HDTV format
Size: 39.37"H x 16.54" W x 22.05" D
Weight: 99.2 lbs
Luminosity: 500 cd/m²
High Brightness: 480 nits
High Contrast Ratio: 4800:1
Fast Response Time: Gray to gray average 9.5 ms
High Color Saturation: NTSC 72%
Ultra Wide Viewing Angle: Super MVA technology
Viewing Angle: 178(H)/178(V) (CR ≥ 10) VA Technology
T-con Input Frame Rate: 50Hz/60Hz
Output Frame Rate: 50Hz/60Hz
 DE (Data Enable) only mode
 LVDS (Low Voltage Differential Signaling) interface
 Optimized response time for 50Hz/60Hz frame rate
 RoHs compliance

Operation Temperatures

Operating Temperature: 14°F to 104°F Non Condensing
Charging Temperature: 32°F to 104°F
Storage Temperature: -40°F to 122°F

Battery

Run Time: 14+ hours
Charge Time: 3 hours of playtime per hour of charge time

Media Player

Evo[®] Lite is supplied with 1080P NAND FLASH Media Player, content upload via USB device.

- A9 mononuclear CPU, 1G frequency
- 256M DDR3 1600M memory
- 7.3GB storage

Processable Files

Image Format	Max Resolution	Color Mode	Attribution	
JPG / JPEG	2160 x 2160	RGB	Baseline standards/line by line	
PNG	2160 x 2160	RGB	No cross	
Video Format	Max Resolution	Frame Rate	Code Rate	Coding Type
AVI	1920 x 1080	25 fps	20 M/s	MPEG4 • DivX 3, 4, 5, 6 • H264
DAT	1920 x 1080	25 fps	20 M/s	MPEG1, 2
VOB	1920 x 1080	25 fps	20 M/s	MPEG1, 2
3GP	1920 x 1080	25 fps	20 M/s	MPEG4 • DivX 3, 4, 5, 6
MKV	1920 x 1080	25 fps	20 M/s	MPEG4 • DivX 3, 4, 5, 6 • H264
MOV	1920 x 1080	25 fps	20 M/s	MPEG4 • DivX 3, 4, 5, 6
MP4	1920 x 1080	25 fps	20 M/s	MPEG4 • DivX 3, 4, 5, 6
RM/RMVB	1920 x 1080	25 fps	20 M/s	R8, 9, 10
TS	1920 x 1080	25 fps	20 M/s	MPEG1, 2 • H264
FLV	1920 x 1080	25 fps	20 M/s	H264

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QUOTE

Quote Number	Date
AVAQ19434	05-22-2020

Page 1 of 1

Sold To
Brownsville Indp Schl Dist Todd Nichols
1900 Price Rd Brownsville, TX 78521
Phone Fax

Ship To
Zoom/ MS Teams AV Set up-1 With NEL-TT-7519RS Wall Mounted
Phone Fax

Sales Type	Quoted By:	Sales Rep
	ERNEST	ERNEST

Qty	Item Number	Description	Unit Price	Ext. Price
1	NEL-TT-7519RS	NEWLINE TRUTOUCH 75" ULTRA-HD LED MULTI-TOUCH DISPLAY (20 POINTS OF TOUCH)	\$2,379.00	\$2,379.00
1	NEL-EPR8A50600-000	NEWLINE TRUTOUCH WALL MOUNT	\$0.00	\$0.00
1	STE-WALL-1	STEM AUDIO SOUND BAR WITH 15 MICS	\$1,099.00	\$1,099.00
1	MIN-UV510A12STPOE IR	MINRRAY PTZ CAMERA 12X POE, HDMI	\$979.00	\$979.00
1	HARDWARE & CBLS	WALL RACK 7SP, RACK PANEL W/ HDMI & USB3 INPUTS, PWR SUPPLY, HDMI TRANS/RCVRS KITS, HDMI TO USB3 CONVERTER, NETWORK POE + SWITCH, USB 3.0 HUB, USB 3.0, HDMI, CAT6 CABLES & USB TRANS/RCVRS KITS	\$3,027.00	\$3,027.00
1	INSTALLATION	LABOR TO INSTALL PRODUCTS QUOTED	\$1,080.00	\$1,080.00
<p>SCOPE OF WORK: WILL WALL MOUNT INTERACTIVE DISPLAY & WILL WALL MOUNT 7SP WALL RACK WHERE PRESENTER WANTS TO PLACE LAPTOP OR PC WHILE TEACHING CLASS...WILL NEED ELECTRICAL OUTLET WHERE WALL RACK NEEDS TO BE INSTALLED...PC OR LAPTOP THAT WILL BE USED IN CLASS ROOM WILL NEED ZOOM OR MS TEAMS SOFTWARE TO VIDEO CONFERENCE AND WILL NEED TO ALSO HAVE A USB 3.0 INPUT...THIS SCENARIO IS TO BE USED WITH ONE PTZ CAMERA TO VIEW THE FRONT OF THE CLASS ROOM OR PESENTER ONLY... MICROPHONES WILL HAVE A 25FT RANGE OF PICKUP FOR THE FAR SIDE TO HEAR AND SPEAKER AUDIO WILL HAVE 30FT RANGE FOR STUDENTS TO HEAR IN CLASS ROOM...ZOOM OR MS TEAMS WILL DO THE RECORDING IF NEEDED TO RECORD...</p>				

The above quote number must be referenced in order to receive the special pricing for the products and quantities listed. If any quantities are changed, prices will be subject to renegotiation. All information contained within this quote is valid for the next 60 days. MINIMUM 20% RESTOCKING FEE WITH ORIGINAL PACKAGING.

SubTotal	\$8,564.00
Shipping	\$0.00
Tax	\$0.00
Total	\$8,564.00

Thank you for the opportunity to provide this quote for your organization.

Ernest Mendez
Sales Manager

Credit card payments are accepted on a case by case basis and are subject to a 3.5% transaction fee

Approved Vendor





Document Camera

Teach From A Whole New Angle



 Connects seamlessly to Clear Touch panels

 Wireless configurations enable mobile use

 Simple to connect, easy to use

 Includes Clear Touch Canvas for Windows.

Teachers care deeply about how each student engages in the learning process.

The ability to see an object or text clearly from anywhere in the classroom is important for student comprehension and understanding. However, this is not always possible without having students gather around or look at individual handouts or textbooks. With the Clear Touch™ document camera, teachers can now project any object or text clearly to the entire classroom and avoid these potential distractions. It also enables the teacher to present hands-free, allowing for more engaging learning exercises, like dissections. Better yet, the document camera seamlessly connects to your Clear Touch™ panels and other devices. The ability to zoom, annotate, rotate, and write on-screen gives added dimension to your lesson plans and enables deeper, more unified learning.

The Clear Touch™ document camera further extends the capabilities of your Clear Touch™ panels and is a great addition to your teaching toolbox. The document camera's built-in connectivity means that you can quickly connect it to your interactive panels and other classroom technology to start using it immediately.

A New Learning Perspective

The Clear Touch™ document camera empowers you to create simple, yet intuitive, classroom experiences that are both compelling and easily understandable to your students. The ability to display any object or text to your entire classroom without unnecessary disruptions means that you can present otherwise complex lessons with relative ease.

A Better Teaching Experience

The document camera includes Clear Touch Canvas™ for Windows. This powerful software allows you to open all media types directly on your Clear Touch™ panels, which means you can easily integrate your document camera presentations directly into your lesson plans. The ability to write, type, zoom, and rotate your presentation on-screen empowers maximum flexibility in teaching.

Bright LED lights and a multidimensional neck brings your presentation into clear focus.

Wireless capabilities and accessible ports enable flexible placement around the room.

Built-in microphone ensures clear audio capture for streamed and recorded presentations.





Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/25/20

Item Title: Discussion, consideration, and possible action regarding the reimbursable payment request approval of \$500 per TEA-approved designated teacher as a designation fee to the Texas Education Agency on or before August 15, 2020. Action Information Discussion

BACKGROUND:

On January 14, 2020, the Board approved the submission of a Letter of Intent for the HB3 Teacher Incentive Allotment (TIA).

BISD submitted on May 15, 2020, to the Texas Education Agency (TEA) an application and Data Sharing Agreement for TIA Cohort A participating campuses Faulk MS and Porter ECHS. On June 1, 2020, BISD submitted data collection files and the identification list of 41 proposed TIA designated teachers for these two campuses. TEA and Texas Tech University will process the application and notify BISD if the plan is approved by August 1, 2020. If approved, BISD is required to pay a reimbursable fee of \$500 per approved designated teacher to TEA.

FISCAL IMPLICATION:

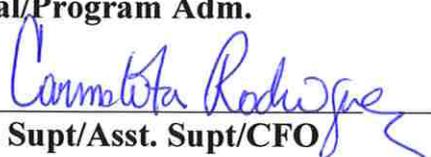
Faulk identified 12 teachers and Porter identified 29 teachers for TIA designation which is a total of 41 BISD teachers. BISD will pay a fee of \$500 per TEA-approved designation. Potential reimbursable payment: \$20,500.

RECOMMENDATION:

Discussion, consideration, and possible action regarding the reimbursable payment request approval of \$500 per TEA-approved designated teacher as a designation fee to the Texas Education Agency on or before August 15, 2020.


Maricela Zarate Puente
Submitted by: Principal/Program Adm.

Approved for Submission to Board of Education:


Carmelita Rodriguez
Recommended by: AA Supt/Asst. Supt/CFO


Dr. René Gutiérrez, Superintendent


Dr. Anysia Treviño
Approved by: Deputy Superintendent



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THE TEACHER INCENTIVE ALLOTMENT

Pathway to a Six-figure Salary

House Bill 3 (HB 3), passed by the 86th Texas Legislature in June of 2019, established a Teacher Incentive Allotment with a stated goal of a six-figure salary for teachers who prioritize teaching in high needs areas and rural district campuses.



Districts, if they choose to, can develop a local designation system and designate highly effective teachers (Master, Exemplary, or Recognized).



Districts will receive additional funding (\$3-32K per year) for every designated teacher they employ.



Districts will receive greater funding for designated teachers who work on rural and/or high-needs campuses.



At least 90% of TIA funds must be used on teacher compensation on the campus where the designated teacher works.



TEA in partnership with Texas Tech University will approve the local designation systems.

[Home](#)[About TIA](#)[Local Designation System](#)[National Board Certification](#)[More](#)

Teacher Designations

Districts have the option to locally develop or identify a system for designating high-performing teachers as Recognized, Exemplary, or Master. Districts that employ teachers with designations can receive up to \$32,000 per year in TIA funding per designated teacher.

Designations are added to a teacher's SBEC certificate and are valid for five years. If a teacher moves to a new district, the allotment funding follows the teacher to the new district regardless of whether the new district has an approved designation system in place.

Teachers with **National Board Certification** may be eligible to earn an automatic Recognized designation regardless of whether the district in which the teacher works is participating in TIA.

[See what districts are interested in TIA >](#)

Performance Standards

To implement the Teacher Incentive Allotment, House Bill 3 also requires the setting of "performance and validity standards" to ensure that the identification of highly effective teachers under the three designation categories – Master, Exemplary, and Recognized – yield reliable and comparable results across the state. When released, applicants will be expected to use performance standards along with district teacher observation and student performance standards to determine which teachers qualify for designations. Part of the data validation process will include a review of the accuracy of how district systems align their designations to the statewide performance standards.

Learn more about [teacher observation performance standards](#) or [teacher's student growth performance standards](#).

[Read more in Designation System FAQs >](#)

[Home](#)[About TIA](#)[Local Designation System](#)[National Board Certification](#)[More ▾](#)

Eligibility

In addition to all Texas school districts, open-enrollment charter schools are eligible to receive TIA funding and develop local systems for designating teachers. Only teachers with an SBEC certification are eligible to earn a designation. Teachers with intern or probationary certificates are not eligible.

[Read more in TIA Frequently Asked Questions >](#)

Rural Campuses

Designated teachers who work on rural campuses will generate greater allotments. Campuses are designated as rural if they meet one or more of the following definitions:

- a campus within a district with fewer than 5,000 enrolled students that is categorized as a rural, non-metropolitan: stable or non-metropolitan: fast growing district type by the Texas Education Agency (TEA or agency)
- a campus within a district with fewer than 5,000 enrolled students categorized as rural by the National Center for Education Statistics (NCES)
- a campus defined in TEC, §48.112(a)(1)(A) and (B) that is categorized as rural by NCES in a district with an enrollment of less than 5,000
- will include non-metropolitan stable and non-metropolitan fast growth in the future

A list of rural campuses for the 2019-2020 academic year can be found below:

[Download 2019-2020 Rural Campuses \(Excel\) >](#)

COHORT A

PREREQUISITES

- Districts must be implementing a strategic compensation plan and paying teachers during SY 2019-2020 (outside of TIA funds) based on teacher effectiveness in SY 2018-2019.
- Districts in cohort A must have engaged with stakeholders in the design of their strategic compensation plan and have clear resources and ongoing communication regarding their system.

The list above is just a prerequisite to apply for TIA funds. Districts need to meet other requirements through the system and data review process.

OVERVIEW & PROCESS

Cohort A is for districts paying teachers strategic compensation in SY 2019-2020 based on teacher effectiveness data in SY 2018-2019

- **System Submission:** Districts describe and submit evidence of their current strategic compensation plan to TEA including:
 - Teacher observation system
 - Student growth measures
- **Data Submission:** Districts submit evidence of teacher effectiveness to Texas Tech University that will likely include, at minimum, teacher observation and student growth ratings
- A district's access to TIA funds is directly tied to the validity and reliability of the district's system
- Initial state funding will flow to approved Cohort A districts in fall 2020

TIMELINE

Milestone	Tentative Timeframe
Data Capture Year	2018-2019
Review Readiness Checklist and Submit Letter of Intent	By January 24, 2020
System Submission to TEA for Review	Spring 2020
Data Submission to Texas Tech for Review	Spring/Summer 2020
Determination of System Approval	Late Summer 2020
Initial State Funding Flows to Districts	Fall 2020



To the Administrator Addressed

Commissioner Mike Morath

1701 North Congress Avenue • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • tea.texas.gov

DATE:	Friday, June 5, 2020
SUBJECT:	Teacher Incentive Allotment (TIA) Information and Updates
CATEGORY:	Teacher Compensation
NEXT STEPS:	Share with appropriate staff

House Bill (HB) 3 was passed by the 86th Texas Legislature and established district local optional teacher designation systems and the Teacher Incentive Allotment.

On Friday, June 5th the agency will release designation allotment amounts and approved technical assistant providers on the new TIA website at www.TIATexas.org.

2019-2020 Designation Allotment Amounts by Campus

The list of allotment amounts by campus and designation has been published on www.TIATexas.org and reflects the following:

Pending rule, the list of rural campuses will include the following:

- a campus within a district with fewer than 5,000 enrolled students that is categorized as a rural, non-metropolitan: stable, and non-metropolitan: fast growing district type by the [Texas Education Agency](http://www.TEATexas.org) (TEA or agency)
- a campus within a district with fewer than 5,000 enrolled students categorized as rural by the [National Center for Education Statistics](http://nces.ed.gov) (NCES)
- a campus defined in TEC, §48.112(a)(1)(A) and (B) that are categorized as rural by NCES in districts with an enrollment of less than 5,000

Pending rule, the following campuses will be assigned the school district's average student point value and rural status:

- a campus with less than 20 students
- a juvenile justice alternative education program (JJAEP)
- a disciplinary alternative education program (DAEP)
- a residential facility

Technical Assistance Providers

The 2020-2021 list of approved TIA technical assistance providers is included on www.TIATexas.org. The list represents a pre-qualified pool of providers offering technical support to districts participating in the Teacher Incentive Allotment. Districts are not limited to using technical assistance providers from this list.

Questions and Contact:

If you have any questions about the upcoming posted documents or general questions, please reach out to the Teacher Incentive Allotment team at tia@tea.texas.gov.



Teacher Incentive Allotment Overview

Cohort A:

Faulk Middle School

Porter Early College High School

Presenter: Maricela Z. Puente, Human Resources Administrator



House Bill 3

Driving Force behind TIA:

- Goal- ensure that top teachers have a realistic path to a \$100,000 annual salary
- Goal- **Attract and keep effective educators in the classroom**, public schools implementing this system would be able to identify their most effective educators and provide **incentives for them to teach at their most challenged campuses**, increasing the equitable distribution of effective educators. (Compensation based on skills and performance)

Investing in Human Capital Benefits & Outcomes



**PROFESSIONAL
RECOGNITION AND
VALIDATION**



**MEANINGFUL INCENTIVES
FOR EFFECTIVE
EDUCATORS**



**IMPROVE & REFINE
TEACHER PRACTICE**



**INCREASE STUDENT
ACHIEVEMENT AND
ACADEMIC GROWTH**

TIA Allotment Funding

- Based on approval by TEA, BISD will receive allotment funding for designated teachers.
- Allotment funding formula: BISD will receive additional funding (*up to \$3,000 to 32K per year) for every identified **designated** teacher. **Calculation of allotment is based on **student socio-economic level and campus rural status.***
- 90% of TIA funds must be used on teacher compensation on the campus where the designated teacher works. District shall spend no more than 10% of TIA funds at the district level to support rollout and implementation of TIA.

Review of TIA Components



District Designation System Components



Teacher Observation

- Observation based on T-TESS or locally-developed rubric
- District application must show evidence of validity & reliability



Student Performance

- Student performance measures determined by district
- District application must show evidence of validity & reliability



Optional: Additional Factors

- Districts *may* consider additional factors in making designations (e.g., **mentoring other teachers**, **student surveys**, etc.).

Purpose: Recognize Teacher Excellence and Build Human Capital Capacity



- SBEC will place designations on teacher certificates.
- Designations will last 5 years.



Brownsville ISD

Allotment Designation Amounts

by Recognized, Exemplary, and Master



Incentive Allotment Amount for Cohort A Participants

Campus Name	Designation Level: Recognized	Designation Level: Exemplary	Designation Level: Master
Porter ECHS	\$8,043	\$16,085	\$28,809
Faulk MS	\$8,042	\$16,085	\$28,808

Porter ECHS: 29 proposed designations

Faulk MS: 12 proposed designations

Spending Plan:

75% of funds will be paid to the designated teacher.

15% of funds will be spent on eligible designated & non-designated teachers, based on spending plan.

10% of funds will be reinvested for personnel or data platforms for data collection.

Employee Compensation Plan 2020-2021 TIA Proposal Stipends

Cohort A participating campuses (Faulk MS & Porter ECHS), following TEA HB3 guidelines and approved TIA spending plan, will compensate identified designated teachers with 75% of the available allotment* calculated based on:

1. The level of socio-economic need at the identified school where the teacher works and the campus rural status as designated by TEA.
2. Level of designation:
 - Recognized TIA Designation Tier 1 – 75% of funds* between \$3,000 - \$9,000 (based on TEA calculation)
 - Exemplary TIA Designation Tier 2 – 75% of funds* between \$6,000 - \$18,000
 - Master TIA Designation Tier 3 – 75% of funds* between \$12,000 - \$32,000

3. Designated & non-designated qualifying teachers assigned to the participating campuses may be eligible for a portion of 15% of the BISD Teacher Incentive Allotment funds based on the TEA and BISD approved TIA Cohort A spending plan for campus teachers.

NOTE: TEA allocates 10% of each designated teacher's funds to be reinvested for personnel or data platforms for data collection.

Review

- Four application opportunities: Cohort **A**, **B**, **C**, **D**
- Cohort **A** includes Faulk MS & Porter ECHS due to their eligibility for having an established strategic compensation plan based on teacher effectiveness as evidenced by student academic growth.
- BISD submitted a Letter of Intent for Cohort **D** (Data Capture Year 2021-2022) for all remaining BISD campuses.

Frequently Asked Question



Question

Are only certified teachers eligible to earn a designation?



Answer

- Yes, only certified teachers are eligible to earn a designation. This would include intern, probationary, and standard certificates.

Frequently Asked Question



Question

Is a teacher's designation tied to a particular grade level or content area?



Answer

- No, the Master, Exemplary, and Recognized designations are not tied to a particular grade level or content area.
- Designations apply to the teacher, not the teaching assignment, so a teacher could earn a designation while teaching out-of-field.
- For example, if a teacher earns a designation while teaching 9th grade English I and then moves to teach 11th grade US History, that teacher's designation is still valid for the new assignment.

Coming Up

- **August 1, 2020** - notification from TEA regarding approval of recommended designations for Cohort A – Faulk MS & Porter
- **August 15, 2020** - reimbursable payment (processing fee) to TEA in the amount of \$500 per approved designated teacher
- Cohort D - 2020-2021 Stakeholder engagement for Cohort D (Information, Buy-in, System Development, Time to Prepare Crosswalk...)
- **2021-2022 Data Capture Year** (Teacher Observation System, Student Growth Measures, plus Optional Additional Measures)
- 2022-2023 - If TEA approves Cohort D, designated teachers will receive earned incentives starting in the 2022-2023 school year.

Thank you!



We look forward to this journey.

References

- tea.texas.gov/HB3
- <https://www.nbpts.org>
- <https://tateexas.org/general-info-and-program-requirements>
- Texas Administrative Code 19 TAC 227.10
- Region I Educator Preparation Program PowerPoint

Brownsville ISD Teacher Incentive Allotment by Campus

Campus number	Campus name	District name	Recognized Allotment	Exemplary Allotment	Master Allotment
031901001	HANNA EARLY COLLEGE H S	BROWNSVILLE ISD	6280	12560	22933
031901002	PORTER EARLY COLLEGE H S	BROWNSVILLE ISD	8043	16085	28809
031901003	PACE EARLY COLLEGE H S	BROWNSVILLE ISD	6305	12610	23016
031901004	RIVERA EARLY COLLEGE H S	BROWNSVILLE ISD	6658	13316	24193
031901007	LOPEZ EARLY COLLEGE H S	BROWNSVILLE ISD	7203	14407	26011
031901008	BROWNSVILLE EARLY COLLEGE H S	BROWNSVILLE ISD	6504	13008	23679
031901009	VETERANS MEMORIAL EARLY COLLEGE H	BROWNSVILLE ISD	4449	8897	16829
031901043	FAULK MIDDLE	BROWNSVILLE ISD	8042	16085	28808
031901044	STELL MIDDLE	BROWNSVILLE ISD	7505	15010	27017
031901045	OLIVEIRA MIDDLE	BROWNSVILLE ISD	7040	14080	25466
031901046	PERKINS MIDDLE	BROWNSVILLE ISD	7676	15352	27587
031901047	VELA MIDDLE	BROWNSVILLE ISD	6100	12201	22335
031901048	BESTEIRO MIDDLE	BROWNSVILLE ISD	7490	14980	26967
031901051	LUCIO MIDDLE	BROWNSVILLE ISD	7197	14394	25991
031901053	GARCIA MIDDLE	BROWNSVILLE ISD	6156	12311	22519
031901054	STILLMAN MIDDLE	BROWNSVILLE ISD	4529	9057	17096
031901055	MANZANO MIDDLE	BROWNSVILLE ISD	5178	10356	19260

031901101	CANALES EL	BROWNSVILLE ISD	8190	16379	29299
031901102	CROMACK EL	BROWNSVILLE ISD	8154	16307	29179
031901104	MARTIN EL	BROWNSVILLE ISD	7242	14483	26138
031901105	EL JARDIN EL	BROWNSVILLE ISD	8003	16007	28678
031901106	GARDEN PARK EL	BROWNSVILLE ISD	6577	13154	23923
031901108	PUTEGNAT EL	BROWNSVILLE ISD	8413	16826	30044
031901110	RUSSELL EL	BROWNSVILLE ISD	6680	13360	24267
031901111	SHARP EL	BROWNSVILLE ISD	7372	14743	26572
031901112	SKINNER EL	BROWNSVILLE ISD	8343	16685	29809
031901115	CASTANEDA EL	BROWNSVILLE ISD	7901	15803	28338
031901117	VILLA NUEVA EL	BROWNSVILLE ISD	5562	11123	20539
031901120	DEL CASTILLO EL	BROWNSVILLE ISD	7695	15389	27648
031901121	PEREZ EL	BROWNSVILLE ISD	8205	16410	29350
031901122	PALM GROVE EL	BROWNSVILLE ISD	6782	13563	24605
031901123	EGLY EL	BROWNSVILLE ISD	6387	12774	23290
031901124	GARZA EL	BROWNSVILLE ISD	8206	16412	29353
031901126	VERMILLION ROAD EL	BROWNSVILLE ISD	7513	15026	27043
031901128	BURNS EL	BROWNSVILLE ISD	6799	13598	24663
031901129	MORNINGSIDE EL	BROWNSVILLE ISD	7721	15442	27736
031901130	GONZALEZ EL	BROWNSVILLE ISD	7150	14299	25832
031901131	SOUTHMOST EL	BROWNSVILLE ISD	6845	13691	24818
031901132	YTURRIA EL	BROWNSVILLE ISD	4525	9050	17083

031901133	AIKEN EL	BROWNSVILLE ISD	7634	15268	27446
031901134	HUDSON EL	BROWNSVILLE ISD	5725	11449	21082
031901135	BENAVIDES EL	BROWNSVILLE ISD	6447	12894	23489
031901136	CHAMPION EL	BROWNSVILLE ISD	7647	15295	27491
031901137	PARADES EL	BROWNSVILLE ISD	5132	10264	19106
031901138	GALLEGOS EL	BROWNSVILLE ISD	7093	14186	25643
031901139	ORTIZ EL	BROWNSVILLE ISD	5448	10896	20160
031901140	BRITE EL	BROWNSVILLE ISD	6031	12061	22102
031901141	PENA EL	BROWNSVILLE ISD	6211	12421	22702
031901142	PULLAM EL	BROWNSVILLE ISD	4597	9193	17322
031901143	KELLER EL	BROWNSVILLE ISD	4753	9507	17845
031901144	BREEDEN EL	BROWNSVILLE ISD	4988	9976	18626

**TEXAS EDUCATION AGENCY
Teacher Incentive Allotment Fee Form**

Please complete this form and remit with payment.
Per teacher put forth for designation fee - \$500.

District Name	Brownsville ISD
District Mailing Address	
County/District Number	
Contact Person	Maricela Z. Puente
Contact Phone	(956)698-0688
Contact Email	z@bisd.us
Form submitted by	Maricela Z. Puente
Number of designated teachers	
Amount enclosed	\$
Check Number	

Please send this form with a money order or check made payable to **TEA Teacher Incentive Allotment** prior to services being rendered (by the deadline that the data review is sent to Texas Tech University). If the payment sent to TEA is not honored by the financial institution, TEA will not be able to complete the requested service. Any bank fees assessed due to payment that is not honored by the financial institution will be the responsibility of the district. Failure to return this form with the correct or complete payment may result in a delay.

Please send your payment(s) to the following address:

**TEXAS EDUCATION AGENCY - TIA
P.O. BOX 13717
AUSTIN, TX 78711**



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/25/20

Item Title: O'Hanlon, Demerath & Castillo X Action
Information
Discussion

BACKGROUND:

The law firm of O'Hanlon, Demerath & Castillo provided legal services for the period of:

- May 4, 2020, invoice #21320, \$ 817.00

FISCAL IMPLICATIONS:

RECOMMENDATION:

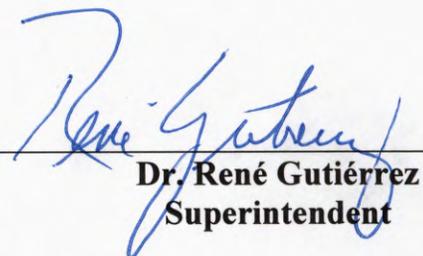
Recommend approval for payment in the amount of \$ 817.00 to O'Hanlon, Demerath & Castillo for legal services.

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

June 19, 2020

In Reference To: General Legal Services

Invoice #21320

Professional Services

Rate Hours Amount

General

5/4/2020 BC Draft of Work from Home Regulation. \$215.00/hr 2.30 \$494.50

SUBTOTAL: [2.30 \$494.50]

Personnel

5/4/2020 KG Phone call with B Castillo; Prepare opinion letter re employee refusal to report and forward to A Trevino \$215.00/hr 1.50 \$322.50

SUBTOTAL: [1.50 \$322.50]

For professional services rendered 3.80 \$817.00

Previous balance (\$1,898.23)

Accounts receivable transactions

5/20/2020 Payment - thank you. Check No. 253096 (\$1,548.00)

Total payments and adjustments (\$1,548.00)

Credit balance (\$2,629.23)



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/25/20

Item Title: Payment to Architectural Services X Action
Gomez Mendez Saenz Architects Information
Hanna ECHS – New Gymnasium Facility Discussion

BACKGROUND:

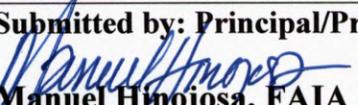
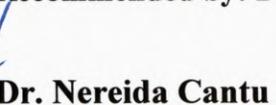
<u>Firm:</u>	<u>Project:</u>	<u>Amount:</u>
<u>Gomez Mendez Saenz Architects</u>	Hanna ECHS - New Gymnasium Facility	Payment #7
	Original Contract Fee Amount:	\$504,536.40
	Allowable for Reimbursable Expenses	\$19,660.29
	Total Contract Amount	\$524,196.69
	Schematic Design: 100% Complete	\$75,680.46
	Design Development: 100% Complete	\$100,907.28
	Construction Documents: 100% Complete	\$201,814.56
	Bidding: 100% Complete	\$25,226.82
	Contract Administration: 65% Complete	\$59,030.76
	Reimbursable Expenses	\$19,660.29
	Previously Invoiced:	\$471,910.35
	Current Payment Due:	\$10,409.82
	Balance to Finish:	\$41,876.52

FISCAL IMPLICATIONS:

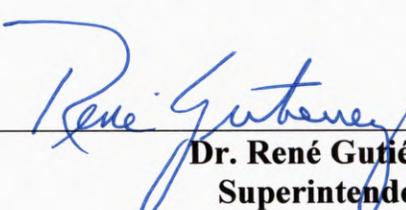
Tax Rate Increase Fund 188: \$10,409.82

RECOMMENDATION:

Recommend approval of Payment #7 for \$10,409.82 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 /
 Recommended by: District Architect/CFO

Dr. Nereida Cantu
 Approved by: Deputy Superintendent
6-18-20

Approved for Submission to Board of Education:


Dr. René Gutiérrez
 Superintendent



GMS ARCHITECTS

INVOICE FOR ARCHITECTURAL SERVICES

Project: Brownsville ISD Hanna Early College High School New Gymnasium

Date: **June 16, 2020**

Invoice Number: **7**

Invoices Nos. 5 & 6 are 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: **Ten Thousand Four Hundred Nine and 82/100 - - -Dollars (\$10,409.82).**

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	65% Construction	59,030.76
Phase 6	Closeout Phase	<u>0.00</u>

Total Work Completed to Date **462,659.88**

Less Amount Previously Billed **452,670.06**

9,989.82

420.00*

10,409.82

Reimbursable

Green Rubiano & Assoc. (Windstorm) Inv. No. 7425 = \$420.00

****AMOUNT THIS INVOICE \$10,409.82**

Architect: **Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, TX 78526**

David A. Monreal, AIA

GREEN, RUBIANO & ASSOCIATES, INC

1220 W. Harrison Ave.
 Harlingen, TX 78550
 (956) 428-4461

Invoice

Date	Invoice #
4/30/2020	7425

Bill To
Gomez, Mendez, Saenz, Inc. 1150 Paredes Line Road Brownsville, TX 78521

Project
192-511 BISSD Hanna HS Gym Windstorm

Dates	Description	Amount
	BISSD Hanna Gym windstorm Inspection Services: \$4,200.00	
	Windstorm inspection services fee now due through 40% completion:	\$1,680.00
	Less previously invoiced:	-\$1,260.00
Total Now Due		\$420.00

Thank you for your business!



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/25/20

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 #9
	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:	\$5,488,573.85
	Retainage:	
	<u>5% Retainage of Complete Work:</u>	\$263,447.42
	<u>5% Retainage on Stored Materials:</u>	\$10,981.28
	Total Retainage:	\$274,428.70
	Total Earned Less Retainage:	\$5,214,145.15
	Less Previous Certificates of Payment:	\$4,270,708.36
	Current Payment Due:	\$943,436.79
	Balance to Finish Plus Retainage:	\$3,194,794.85

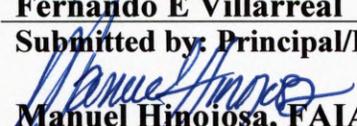
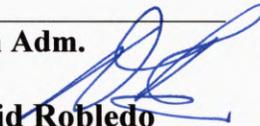
FISCAL IMPLICATIONS:

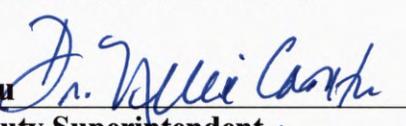
Tax Rate Increase Fund 188: \$943,436.79

RECOMMENDATION:

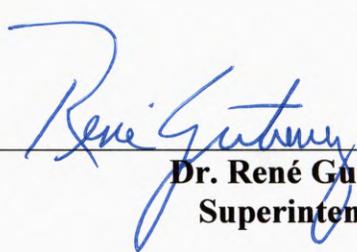
Recommend approval of Payment #9 for \$943,436.79 as partial payment to Gerlach Builders, LLC dba WIL-CON for Construction Services work completed on the Hanna ECHS New Gymnasium Facility project to be paid from Tax Rate Increase Fund 188.


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 *6-10-20*

Approved for Submission to Board of Education:


Dr. René Gutiérrez
Superintendent



GMS ARCHITECTS

June 15, 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 Nine (9). This covers work completed or stored for the above referenced project thru June 9, 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: Nine
 PERIOD TO: 6/9/2020
 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 \$ 5,488,573.85

- 5. RETAINAGE:
 - a. 5 % of Completed Work \$ 263,447.42
 - b. 5 % of Stored Material \$ 10,981.28

Total Retainage (Lines 5a + 5b or Total in Column I) \$ 274,428.69

- 6. TOTAL EARNED LESS RETAINAGE \$ 5,214,145.16
- (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 4,270,708.37
- (Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 943,436.79

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 3,194,794.84

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: 6/15/2020

State of: TEXAS
 County of: HIDALGO
 Subscribed and sworn to before me this 15th day of June, 2020
 Notary Public: *Airika Stevens*
 My Commission expires: April 26, 2020



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation 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 \$ 943,436.79

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet at attached to conform to the amount certified.)

ARCHITECT: *[Signature]* Date: 6/15/2020

By: *[Signature]*
 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.

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)
<p style="text-align: right;">APPLICATION NO: Nine APPLICATION DATE: 6/15/2020 PERIOD TO: 6/9/2020 PROJECT NO: 1046</p>								
Hanna ECHS New Gymnasium Facility								
13	General Conditions-11,892	154,608.00	95,136.00	11,892.00		107,028.00	47,580.00	5,351.40
	Insurance 3,489	70,876.00	53,423.00	3,489.00		56,912.00	13,964.00	2,845.60
	AGC Fee	8,200.00	8,200.00			8,200.00	-	410.00
	Permit	11,300.00	11,300.00			11,300.00	-	565.00
611	Submittal Exchange	9,000.00	9,000.00			9,000.00	-	450.00
	Bond	69,700.00	69,700.00			69,700.00	-	3,485.00
SITWORK								
201	Water 8" Waterline	11,620.00	11,620.00			11,620.00	-	581.00
	Labor	6,640.00	6,640.00			6,640.00	-	332.00
	Fire hydrants	9,000.00	9,000.00			9,000.00	-	450.00
	Labor	3,600.00	3,600.00			3,600.00	-	180.00
	Taps	2,000.00	2,000.00			2,000.00	-	100.00
	Labor	800.00	800.00			800.00	-	40.00
	4" Domestic	6,000.00	6,000.00			6,000.00	-	300.00
	Labor	2,900.00	2,900.00			2,900.00	-	145.00
	8" Gate Valve	6,000.00	6,000.00			6,000.00	-	300.00
	Labor	3,500.00	3,500.00			3,500.00	-	175.00
	8" Plugs	600.00	600.00			600.00	-	30.00
	Labor	400.00	400.00			400.00	-	20.00
	8" Tee	450.00	450.00			450.00	-	22.50
	Labor	200.00	200.00			200.00	-	10.00
	Sewer 8" sanitary sewerline	18,000.00	18,000.00			18,000.00	-	900.00
	Labor	10,000.00	10,000.00			10,000.00	-	500.00
	Manholes	12,800.00	12,800.00			12,800.00	-	640.00
	Labor	4,800.00	4,800.00			4,800.00	-	240.00
	Connections	1,600.00	800.00			800.00	800.00	40.00
	Labor	2,000.00	1,000.00			1,000.00	1,000.00	50.00
	C/O	1,000.00	1,000.00			1,000.00	-	50.00
	Labor	400.00	400.00			400.00	-	20.00
	6" sewerline	3,198.00	3,198.00			3,198.00	-	159.90
	Labor	2,214.00	2,214.00			2,214.00	-	110.70
	Cut and restore pavement	32,900.00	16,450.00			16,450.00	16,450.00	822.50
	Labor	14,000.00	7,000.00			7,000.00	7,000.00	350.00
	Storm 24"	9,810.00	9,810.00			9,810.00	-	490.50
	Labor	3,270.00	3,270.00			3,270.00	-	163.50
	18" Storm	15,200.00	15,200.00			15,200.00	-	760.00
	Labor	9,500.00	9,500.00			9,500.00	-	475.00
	10" Storm	960.00	960.00			960.00	-	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.

APPLICATION NO: Nine

APPLICATION DATE: 6/15/2020

PERIOD TO: 6/9/2020

PROJECT NO: 1046

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS 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									
	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%
	Rebar	49,402.00		49,402.00			49,402.00		100.00%
	Drilling	182,000.00		182,000.00			182,000.00		100.00%
	Accessories	7,400.00		7,400.00			7,400.00		100.00%
	Concrete	90,183.00		90,183.00			90,183.00		100.00%
	Pump	55,000.00		55,000.00			55,000.00		100.00%
	Foundation Concrete Labor	118,279.00		118,279.00			118,279.00		100.00%
	Reinforcing Steel	49,800.00		49,800.00			49,800.00		100.00%
	Concrete Accessories	28,500.00		28,500.00			28,500.00		100.00%
	Concrete	120,200.00		120,200.00			120,200.00		100.00%
	Pumps	15,000.00		15,000.00			15,000.00		100.00%
	Termite Treatment	7,100.00		7,100.00			7,100.00		100.00%
	Mezzanine Concrete Labor	3,221.00		3,221.00			3,221.00		100.00%
	Reinforcing Steel	650.00		650.00			650.00		100.00%
	Concrete Accessories	400.00		400.00			400.00		100.00%
	Concrete	2,950.00		2,950.00			2,950.00		100.00%
	Pumps	1,000.00		1,000.00			1,000.00		100.00%
MASONRY									
401	CMU Labor	200,800.00		190,760.00	10,040.00		200,800.00		100.00%
	CMU Materials	321,200.00		321,200.00			321,200.00		100.00%
	Brick Labor	37,800.00		30,240.00	7,560.00		37,800.00		100.00%
	Brick Materials	70,200.00		70,200.00			70,200.00		100.00%
	Reinforcing Steel Labor	8,141.00		6,920.00	1,221.00		8,141.00		100.00%
	Reinforcing Steel Materials	30,000.00		30,000.00			30,000.00		100.00%
901	EFIS Labor	48,000.00						48,000.00	-

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

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APPLICATION NO: Nine
 APPLICATION DATE: 6/15/2020
 PERIOD TO: 6/9/2020
 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	14,400.00		72,000.00	-	3,600.00
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	25,000.00			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	90,000.00			90,000.00	-	4,500.00
	Decking Installation	75,569.00	75,569.00			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		2,000.00	-	100.00
	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	1,880.00			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	458.20		3,207.40	1,374.60	160.37
	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	10,000.00	-	500.00
	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	18,178.80			18,178.80	2,020.00	908.94
401	KERDI Sheet Waterproofing, Material	30,298.20	30,298.20			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	9,800.00			9,800.00	-	490.00

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.									
APPLICATION NO: Nine									
APPLICATION DATE: 6/15/2020									
PERIOD TO: 6/9/2020									
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									
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		117,000.00	100.00%	5,850.00	
701	Lightweight Insulating Concrete, Material	173,000.00		173,000.00		173,000.00	100.00%	8,650.00	
701	SBS Roof Base Sheet, Labor	48,000.00		48,000.00		48,000.00	100.00%	2,400.00	
701	SBS Roof Base Sheet, Material	100,000.00		100,000.00		100,000.00	100.00%	5,000.00	
701	SBS Roof Cap Sheet, Labor	56,000.00							
701	SBS Roof Cap Sheet, Material	200,000.00							
701	SBS Roof Base Flashing, Labor	11,000.00		5,000.00		5,000.00	45.45%	250.00	
701	SBS Roof Base Flashing, Material	20,000.00		9,000.00		9,000.00	45.00%	450.00	
401	Sheet Metal Labor	42,000.00		700.00		700.00	1.67%	35.00	
401	Sheet Metal Materials	33,000.00		5,500.00		5,500.00	16.67%	275.00	
701	Masonry-Sheet Metal Flashing & Trim, Labor	9,300.00	6,510.00			6,510.00	70.00%	325.50	
701	Masonry-Sheet Metal Flashing & Trim, Material	21,700.00	21,700.00			21,700.00	100.00%	1,085.00	
DOORS & WINDOWS									
	Metal doors & frames, Labor	50.00		50.00		50.00	100.00%	2.50	
801	Metal doors & frames, Material	15,710.00	8,010.00		7,700.00	15,710.00	100.00%	785.50	
	Wood Doors, Labor	2,020.00							
	Wood Doors, Material	11,660.00		1,515.00		1,515.00	50.00%	75.75	
	Door Hardware, Labor	3,030.00							
	Door Hardware, Material	49,000.00			28,721.00	28,721.00	58.61%	1,436.05	
811	Exterior Storefront Doors, Labor	13,280.00	8,632.00			8,632.00	65.00%	431.60	
	Exterior Storefront Door, Material	18,720.00	12,168.00		4,680.00	16,848.00	90.00%	842.40	
	Exterior Storefront Windows, Labor	20,030.00	13,019.50	2,003.00		15,022.50	75.00%	751.13	
	Exterior Storefront Windows, Material	31,010.00	20,156.00		7,752.50	27,908.50	90.00%	1,395.43	
	Interior Glass, Labor	2,000.00							
	Interior Glass, Material	3,500.00			3,150.00	3,150.00	90.00%	157.50	
	Exterior Glass, Labor	10,084.00	6,554.00			6,554.00	64.99%	327.70	
	Exterior Glass, Material	15,216.00	9,890.40		3,804.00	13,694.40	90.00%	684.72	
	Door Hardware, Labor	3,500.00	2,275.00	875.00		3,150.00	90.00%	157.50	
	Door Hardware, Material	2,000.00	1,300.00	500.00		1,800.00	90.00%	90.00	
815	Rolling Counter Door	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	4,803.30	533.70		5,337.00	100.00%	266.85	
	Drywall Materials	7,205.00	1,441.00			1,441.00	20.00%	72.05	
	Labor	4,231.00	423.10	423.10		846.20	20.00%	42.31	
	Gyp Board Ceiling Materials	8,380.00	3,352.00	1,676.00		5,028.00	60.00%	251.40	

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

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Hanna ECHS New Gymnasium Facility															
	Labor	2,962.00	1,184.80	592.40						1,777.20	60.00%	1,184.80	88.86		
	Acoustical Ceiling Materials	24,532.00										24,532.00			
	Labor	2,617.00										2,617.00			
	Tectum Ceilings & Wall Panels Materials	73,828.00										36,914.00	50.00%	36,914.00	1,845.70
	Labor	40,250.00		20,125.00								20,125.00	50.00%	20,125.00	1,006.25
	Special Ceilings Materials	41,720.00										20,860.00	50.00%	20,860.00	1,043.00
	Labor	10,136.00										10,136.00			
	Paint Labor	53,600.00										53,600.00			
908	Paint Materials	80,400.00										80,400.00			
	Ceramic Tile Materials	46,742.00	46,742.00									46,742.00	100.00%	18,000.00	2,337.10
	Ceramic Tile Labor	18,000.00													
	Resilient Tile Materials	3,250.00													
	Resilient Tile Labor	1,875.00													
	Resilient base Materials	1,853.00													
	Resilient base labor	900.00													
	Resilient Treads Materials	15,710.00													
	Resilient Treads Labor	1,520.00													
917	Terrazzo	85,000.00													
SPECIALTIES															
1001	Fire Extinguishers	3,480.00	3,480.00									3,480.00	100.00%		174.00
902	Toilet Accessories Labor	1,000.00													
1004	Toilet Accessories Materials	11,694.00	11,694.00									11,694.00	100.00%		584.70
902	Toilet Partitions, Labor	3,000.00													
1005	Toilet Partitions, Material	37,961.00	37,961.00									37,961.00	100.00%		1,898.05
1008	Marker & Tackboard	1,646.00										1,646.00	100.00%		82.30
1010	Building LED Logo Material	9,200.00													
902	Building LED Logo Labor	4,510.00													
1014	Interior Sign	2,053.00										2,053.00	100.00%		102.65
1014	Plaque	1,936.00													
902	Metal Letters Labor	350.00													
1014	Metal Letters Materials	8,687.00													
1021	Scoreboard Labor	7,428.00													
	Scoreboard Materials	18,187.00													
	Alternate 1-Court Hung Scoreboard (13,940.00)-Labor	9,804.00													
	Scoreboard Materials	4,136.00													
	Tapping Table	2,615.00													
1025	Backstops, Labor	16,994.00													
	Backstops, Material	61,534.00										61,534.00	100.00%		3,076.70

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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	20,536.00		1,026.80
	Volleyball Equipment, Material	5,587.00					5,587.00	-
	Bleachers, Labor	36,000.00					36,000.00	-
1027	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	4,500.00		225.00
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		296.25
MECHANICAL								
1501	Plumbing Mobilization	7,500.00	7,500.00			7,500.00		375.00
	Rough in Underground Materials	16,000.00	16,000.00			16,000.00		800.00
	Labor	28,000.00	28,000.00			28,000.00		1,400.00
	Top Out Water L&V Materials	45,000.00	30,000.00	15,000.00		45,000.00		2,250.00
	Labor	68,400.00	48,400.00	20,000.00		68,400.00		3,420.00
	Roof Drain Materials	14,500.00	10,000.00	4,500.00		14,500.00		730.00
	Labor	19,500.00	15,000.00	4,500.00		19,500.00		975.00
	Insulation Materials	11,000.00	6,000.00	5,000.00		11,000.00		550.00
	Labor	17,000.00	10,000.00	7,000.00		17,000.00		850.00
	Fixtures Materials	108,000.00	15,250.00	2,450.00		17,700.00	90,300.00	885.00
	Labor	25,000.00					25,000.00	-
1506	HVAC							
	Mobilization	29,922.00	29,922.00			29,922.00		1,496.10
	Project Management	4,000.00	2,000.00	500.00		2,500.00	1,500.00	125.00
	Submittals	6,000.00	5,000.00	500.00		5,500.00	500.00	275.00
	Permits - City Fees	4,000.00	4,000.00			4,000.00		200.00
	Equipment Rentals	17,000.00	7,500.00	1,500.00		9,000.00	1,000.00	450.00
	Overhead and Profit	10,000.00	9,000.00	3,000.00		12,000.00	5,000.00	600.00
	Project Meetings	4,000.00	2,500.00	500.00		3,000.00	1,000.00	150.00
	Closing Documents	2,500.00					2,500.00	-

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		C SCHEDULED VALUE		D FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD					
Hanna ECHS New Gymnasium Facility											
	230519 - Meters and Gauges		2,000.00							2,000.00	-
	Material		500.00							500.00	-
	Labor										
	230523 - Valves for HVAC Piping		2,000.00	2,000.00					2,000.00		100.00
	Material		500.00							500.00	-
	Labor										
	230529 - Hangers and Supports for HVAC Piping & Equipment		5,000.00	4,500.00					4,500.00	500.00	225.00
	Material		2,000.00	1,500.00					1,500.00	500.00	75.00
	Labor										
	230553 - Identification for HVAC Piping and Equipment		1,000.00							1,000.00	-
	Material		500.00							500.00	-
	Labor										
	230713 - Duct Insulation		40,000.00	23,500.00		4,500.00			28,000.00	12,000.00	1,400.00
	Material		40,000.00			15,000.00			15,000.00	25,000.00	750.00
	Labor										
	230716 - HVAC Equipment Insulation		8,000.00	4,000.00					4,000.00	4,000.00	200.00
	Material		2,500.00							2,500.00	-
	Labor										
	230719 - HVAC Piping Insulation		20,000.00	16,000.00		1,000.00			17,000.00	3,000.00	850.00
	Material		20,000.00	2,500.00		8,500.00			11,000.00	9,000.00	550.00
	Labor										
	230800 - Commissioning of HVAC Pumps-Start-up & Commissioning (MRI) VFD's - Start-up & Commissioning (PMS) Chiller - Start-Up & Commissioning (PMS)		500.00 600.00 1,200.00							500.00 600.00 1,200.00	- - -
	232113 / 232116 - Hydronic Piping & Specialties		45,000.00	33,000.00		2,000.00			35,000.00	10,000.00	1,750.00
	Material - Hydronic Piping (NWS)		55,000.00	27,500.00		12,000.00			39,500.00	15,500.00	1,975.00
	Labor - Hydronic Piping		10,000.00	5,000.00					5,000.00	5,000.00	250.00
	Material & Labor - Pipe Supports		5,000.00	5,000.00					5,000.00		250.00
	Material - Hydronic Specialties (NWS)/(MRI)		2,000.00							2,000.00	-
	Labor - Hydronic Specialties										
	232123 - Hydronic Pump		7,502.00	7,502.00					7,502.00		375.10
	Material - Pumps (MRI)		2,000.00	2,000.00					2,000.00		100.00
	Labor to Install									4,900.00	-
	232513 - Water Treatment		4,900.00							4,900.00	-
	Material		1,000.00							1,000.00	-
	Labor										
	232923 - Variable Frequency Drives		19,486.00	19,486.00					19,486.00		974.30
	Material - (PMS)										

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		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)		BALANCE TO FINISH (C-G)		RETAINAGE (IF VARIABLE RATE)	
	Hanna ECHS New Gymnasium Facility														
	Labor	2,000.00										2,000.00			
	233113 / 233300 - Metal Ducts & Air Duct Accessories														
	Material - Shop Prefab Sheetmetal's	55,000.00		51,000.00		2,000.00				53,000.00		2,000.00		2,650.00	
	Labor - Shop Prefab Sheetmetal's	70,000.00		56,500.00		5,500.00				62,000.00		8,000.00		3,100.00	
	Material - Installation of Ducts	10,000.00		5,000.00		1,500.00				6,500.00		3,500.00		325.00	
	Labor - Installation of Ducts	90,000.00		25,000.00		18,000.00				43,000.00		47,000.00		2,150.00	
	Material to Protect Duct Work	1,500.00		1,000.00						1,000.00		500.00		50.00	
	Material - Dampers (MRI)	4,514.00		4,514.00						4,514.00				225.70	
	Labor - Dampers	1,100.00				600.00				600.00		500.00		30.00	
	Material - Duct Heaters (MRI)	7,500.00		7,500.00						7,500.00				375.00	
	Labor - Duct Heaters	1,500.00										1,500.00			
	Material - Flexible Air Duct (MRI)	7,885.00		5,385.00						5,385.00		2,500.00		269.25	
	Labor - Flexible Air Duct	3,000.00										3,000.00			
	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		17,353.00						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		1,500.00				7,000.00				350.00	
	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				7,000.00				350.00	
	Trane Control Credit from SMAC	(81,300.00)										(81,300.00)			
1507	ALC-Controls-Mobilization														
	Engineering	8,130.00		8,130.00						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		19,362.00				30,978.00		7,744.00		1,548.90	
		575.00										575.00			

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		D	E	F	G		H	I	
		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)
Hanna ECHS New Gymnasium Facility											
1510	Alternate 1- Court Hung Score board (not included in base bid)	1,450.00			1,450.00			1,450.00	100.00%	7,225.00	72.50
	Test & Balance	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	28,080.00					28,080.00	100.00%		1,404.00
	Labor	58,465.00	40,926.00	10,600.00				51,526.00	88.13%	6,939.00	2,576.30
	Wiring Materials	41,810.00	41,810.00					41,810.00	100.00%		2,090.50
	Labor	18,720.00	8,424.00	5,096.00				13,520.00	72.22%	5,200.00	676.00
	Gear Materials	86,570.00	86,570.00					86,570.00	100.00%		4,328.50
	Labor	10,945.00	8,865.00	2,080.00				10,945.00	100.00%		547.25
	Lighting Materials	138,050.00	114,582.00					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				780.00	100.00%		39.00
	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	171,041.59	37,204.66				208,246.25	66.50%	104,913.75	10,412.31
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				11,215.00	100.00%		560.75
	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 9

On receipt by the signer of this document of a check from Brownsville I.S.D.
(maker of check) in the sum of \$ 943,436.79 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: 06/15/20
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 15th day of June, 2020.



NOTARY PUBLIC, in and for the
State of Texas
Signature: Airika Stevens
My Commission Expires: 4/26/2024



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/25/20

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 #3
<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:	\$212,839.40
	Retainage:	
	<u>5% Retainage of Complete Work:</u>	\$10,641.97
	<u>5% Retainage on Stored Materials:</u>	\$0.00
	Total Retainage:	\$10,641.97
	Total Earned Less Retainage:	\$202,197.43
	Less Previous Certificates of Payment:	\$138,248.75
	Current Payment Due:	\$63,948.68
	Balance to Finish Plus Retainage:	\$1,330,550.57

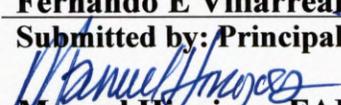
FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: \$63,948.68

RECOMMENDATION:

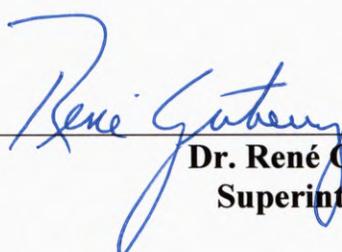
Recommend approval of Payment #3 for \$63,948.68 as partial payment to RG Enterprises, LLC dba G & G Contractors for Construction Services work completed on the Multi-Campus Canopy Upgrade project to be paid from Maintenance Tax Note Fund 189.


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
6-18-20

Approved for Submission to Board of Education:


Dr. René Gutiérrez
Superintendent



June 16, 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 #3.

Should you have any questions or need further assistance please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Oscar Lopez".

Oscar Lopez, MSCE, PE
Principal

400 Nolana, Suite H2
McAllen, Texas 78504
T: (956) 687-9421 | F: (956) 687-3211
ChaninEngineering.com
TBPE Firm Registration No. F-9369

APPLICATION FOR PMT # 3

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: June 11, 2020 Invoice No: 20-045-2

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:	\$ 212,839.40
5. Retainage (per Agreement):	
<u>5% of completed Work:</u>	\$ 10,641.97
<u>0% of stored material:</u>	\$ -
Total Retainage:	\$ 10,641.97
6. % of Construction Completed:	
<u>9% of contracted \$ amount has been completed</u>	\$ 212,839.40
7. Total completed to date less retainage (4 minus 5):	\$ 202,197.43
8. Less previous Application for Payments:	\$ 138,248.75
9. Balance to Finish Including Retainage:	\$ 1,330,550.57
10. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ 63,948.68

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 # 3 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 June 11, 2020

RG Enterprises, LLC dba G&G Contractors
 CONTRACTOR

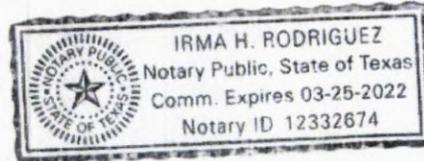
By: _____

State of Texas

County of Hidalgo

Subscribed and sworn to before me this 11TH
 day of June 2020

[Signature]
 Notary Public
 My Commission expires: March 25, 2022



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated June 11, 2020

Chanin Engineering, LLC
 ENGINEER

By: _____

[Signature]

Application: 3
 Application Date: June 11, 2020
 P.O. No.: 20-045-2
 Invoice No.:

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

PROJECT NO.: CSP20-116

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	\$ 2,502.50	\$ -	\$ -	\$ -	\$ 2,502.50	50%	\$ 2,502.50	\$ 125.13
2	INSURANCE/BONDS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 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	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	50%	\$ 200.00	\$ 10.00
5	MATERIALS CANOPY	\$ 123,450.00	\$ 24,690.00	\$ 37,035.00	\$ 37,035.00	\$ -	\$ 61,725.00	50%	\$ 61,725.00	\$ 3,086.25
6	LABOR INSTALLATION OF CANOPY	\$ 137,500.00	\$ -	\$ 13,750.00	\$ 13,750.00	\$ -	\$ 13,750.00	10%	\$ 123,750.00	\$ 6,875.00
7	MATERIALS CONCRETE	\$ 42,144.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 42,144.00	\$ -
8	LABOR INSTALLATION OF CONCRETE	\$ 52,500.00	\$ -	\$ 5,250.00	\$ 5,250.00	\$ -	\$ 5,250.00	10%	\$ 47,250.00	\$ 2,625.00
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	\$ 56,035.00	\$ 89,127.50	\$ 22%	\$ 314,871.50	\$ 4,456.38			

Quantity Worksheet 3.5

Application: 3
 Application Date: June 11, 2020
 P.O. No.: 20-045-2
 Invoice No.:

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)		
12	MOBILIZATION	\$ 5,005.00	\$ 2,502.50	\$ -	\$ -	\$ -	\$ 2,502.50	50%	\$ 2,502.50	\$ 125.13
13	INSURANCE/BONDS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 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	\$ 200.00	\$ -	\$ -	\$ -	\$ 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	\$ 365,117.00	\$ -	\$ -	\$ -	\$ -	\$ 8,402.50	2%	\$ 356,714.50	\$ 420.13
SUB-TOTALS		\$ 365,117.00	\$ -	\$ -	\$ -	\$ -	\$ 8,402.50	2%	\$ 356,714.50	\$ 420.13

Application: 3
 Application Date: June 11, 2020
 P.O. No.:
 Invoice No.: 20-045-2

Contractor Name: RG ENTERPRISES, LLS dba G&G CONTI
 Starting Date:
 Project Ending Date:
 Engineers / 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)	TO DATE (D+E+F)			Total Completed to Date (D+E+F)	% COMPLETED (G/C)		
23	MOBILIZATION	\$ 5,005.00	\$ 2,502.50	\$ -	\$ -	\$ -	\$ 2,502.50	50%	\$ 2,502.50	\$ 125.13
24	INSURANCE/BONDS	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 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	\$ 200.00	\$ -	\$ -	\$ -	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
SUB-TOTALS		\$ 429,047.00	\$ -	\$ -	\$ -	\$ -	\$ 8,402.50	2%	\$ 420,644.50	\$ 420.13

Quantity Worksheet 3.5

Application: 3
 Application Date: June 11, 2020
 P.O. No.: 20-045-2
 Invoice No.:

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 Total Completed to Date (D+E+F)	G % COMPLETED (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE (G*5%)
			FROM PREVIOUS APPLICATIONS (D +E)	THIS PERIOD						
35	MOBILIZATION	\$ 5,005.00	\$ 2,502.50	\$ -		\$ 2,502.50	50%	\$ 2,502.50	\$ 125.13	
36	INSURANCE/BONDS	\$ 4,500.00	\$ 4,500.00	\$ -		\$ 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	\$ 200.00			\$ 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	\$ -	\$ 3,623.40		\$ 3,623.40	15%	\$ 20,532.60	\$ 181.17	
42	LABOR INSTALLATION OF CONCRETE	\$ 30,624.00	\$ -	\$ 7,656.00		\$ 7,656.00	25%	\$ 22,968.00	\$ 382.80	
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		\$ 11,279.40		\$ 106,906.90	32%	\$ 227,678.10	\$ 5,345.35	
SUB-TOTALS				\$ 67,314.40		\$ 212,839.40	14%	\$ 1,319,908.60	\$ 10,641.97	
TOTALS		\$ 1,532,748.00		\$ 67,314.40		\$ 212,839.40	14%	\$ 1,319,908.60	\$ 10,641.97	

Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/25/2020

Item Title: Payment to Contractor X Action
Centennial Contractors Information
Del Castillo Elementary School-Roof Rpalacemnt Discussion

BACKGROUND:

	Del Castillo Elementary School-Roof Replacement	Payment #5
<u>Centennial Contractors</u>	Original Contract Fee Amount:	\$667,361.73
	Net Change by Change Orders	\$0.00
	Contract Sum to Date:	\$667,361.73
	Total Completed & Stored to Date:	\$651,878.88
	Retainage:	
	<u>5% Retainage of Complete Work:</u>	\$32,593.94
	<u>5% Retainage on Stored Materials:</u>	\$0.00
	Total Retainage:	\$32,593.94
	Total Earned Less Retainage:	\$619,284.94
	Less Previous Certificates of Payment:	\$496,458.75
	Current Payment Due:	\$122,826.19
	Balance to Finish Plus Retainage:	\$48,076.79

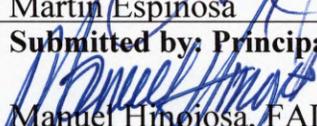
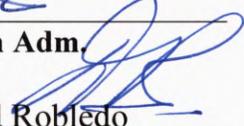
FISCAL IMPLICATIONS:

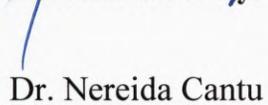
Maintenance Tax Note Fund 189: \$122,826.19

RECOMMENDATION:

Recommend approval of Payment #5 for \$122,826.19 as partial payment to Centennial Contractors for Architectural Services work completed on the Del Castillo Elementary-Roof Replacement Project. Resubmitted due to an error on previous payment application, to be paid from Maintenance Tax Note Fund 189.

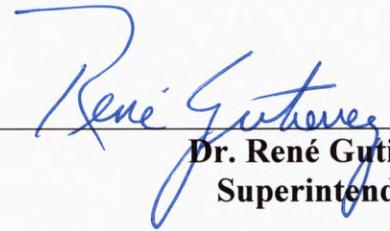

 Submitted by: Principal/Program Adm.

 / 
 Recommended by: District Architect/CFO


 Approved by: Deputy Superintendent

6-18-20

Approved for Submission to Board of Education:


 Dr. René Gutiérrez
 Superintendent

3900 N. 10th St., Ste. 810
McAllen, Texas 78501
Office: 956-687-1330
Fax: 956-687-1331
BEAMProf.com



February 4, 2020

Mr. Martin Espinoza
Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78520

Re: Del Castillo ES Roof Replacement
Brownsville Independent School District
BEAM Project No. 18160R

Dear Mr. Espinoza,

Attached is One (1) original of Centennial Contractors' Application and Certificate for Payment Number Five (05R1). This application for payment pertains to work on the above referenced project through November 30, 2019.

We have reviewed this application for payment, and per that review, the quantities, and segregation of items in this application for payment appear to be in order. We recommend payment of the amount certified and we include, for your information, a copy of our record of payments made to date / outstanding contract balance.

If you have any questions or need additional information concerning this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "A. Todd Scrimsher".

A. Todd Scrimsher, RA
Director
BEAM Professionals

Handwritten in blue ink, the initials "ME" are written above the date "6/18/2020".

cc: Centennial Contractors
File: 5E

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
 Brownsville ISD
 1900 Price Rd
 Brownsville TX 78521

FROM CONTRACTOR:
 Centennial Contractors
 301 N McColl, Suite C
 McAllen TX 78501

CONTRACT FOR:
 VIA ARCHITECT: PBK
 CCE: 73591-0015

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

APPLICATION NO: 5
APPLICATION DATE: 12/02/19

PERIOD TO: 11/30/2019

PROJECT NOS: 18160R

CONTRACT DATE: 02/15/19

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	

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 \$ 667,361.73
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 667,361.73
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 651,878.88
5. RETAINAGE:
 - a. 0.05 % of Completed Work \$ 332,593.94
(Column D + E on G703)
 - b. % of Stored Material \$ Included in above
(Column F on G703)
6. TOTAL EARNED LESS RETAINAGE \$ 32,593.94
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 619,284.94
8. CURRENT PAYMENT DUE \$ 496,458.75
\$ 122,826.19
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 48,076.75
(Line 3 less Line 6)

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	\$0.00

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: 
 Matt DeForest
 State of: Texas
 Subscribed and sworn to before me this 09 day of Dec
 Notary Public: Nicoleta Fetrow
 My Commission expires: 07/19/23

Date: Dec 9, 2019



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 \$ _____

(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: 
 Anna Sankler
 Date: _____

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.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

MK
 6/18/2020

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, 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: 5
 APPLICATION DATE: 12/2/2019
 PERIOD TO: 11/30/2019
 ARCHITECT'S PROJECT NO: 18160R

A ITEM NO.	B DESCRIPTION OF WORK		C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G - C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	General Conditions									
1		Project Management	\$9,375.00	\$7,500.00	\$1,875.00		\$9,375.00	100.00%	\$0.00	\$468.75
2		Project Superintendent	\$25,000.00	\$20,000.00	\$5,000.00		\$25,000.00	100.00%	\$0.00	\$1,250.00
3		Engineering	\$5,400.00	\$5,400.00	\$0.00		\$5,400.00	100.00%	\$0.00	\$270.00
4		Temp Toilets	\$1,400.00	\$1,120.00	\$280.00		\$1,400.00	100.00%	\$0.00	\$70.00
5		Permit	\$1,200.00	\$1,200.00	\$0.00		\$1,200.00	100.00%	\$0.00	\$60.00
6		Bonds and Insurance	\$15,000.00	\$15,000.00	\$0.00		\$15,000.00	100.00%	\$0.00	\$750.00
7		Mobalization	\$8,730.00	\$8,730.00	\$0.00		\$8,730.00	100.00%	\$0.00	\$436.50
8		Allowance	\$84,000.00	\$15,175.93	\$53,341.22		\$68,517.15	81.57%	\$15,482.85	\$3,425.86
9		Contractors OH&P Fee	\$66,534.00	\$49,900.50	\$16,633.50		\$66,534.00	100.00%	\$0.00	\$3,326.70
	Building A									
10		Asphalt Primer								
		Labor	\$400.00	\$400.00	\$0.00		\$400.00	100.00%	\$0.00	\$20.00
		Material	\$1,050.00	\$1,050.00	\$0.00		\$1,050.00	100.00%	\$0.00	\$52.50
11		Iso Board	\$2,700.00	\$2,700.00	\$0.00		\$2,700.00	100.00%	\$0.00	\$135.00
		Labor	\$9,462.00	\$9,462.00	\$0.00		\$9,462.00	100.00%	\$0.00	\$473.10
		Material	\$1,300.00	\$1,300.00	\$0.00		\$1,300.00	100.00%	\$0.00	\$65.00
12		1/2" Securerock Board	\$4,249.00	\$4,249.00	\$0.00		\$4,249.00	100.00%	\$0.00	\$212.45
		Labor	\$900.00	\$900.00	\$0.00		\$900.00	100.00%	\$0.00	\$45.00
		Material	\$3,259.00	\$3,259.00	\$0.00		\$3,259.00	100.00%	\$0.00	\$162.95
14		SBS Base Membrane	\$1,100.00	\$1,100.00	\$0.00		\$1,100.00	100.00%	\$0.00	\$55.00
		Labor	\$3,655.00	\$3,655.00	\$0.00		\$3,655.00	100.00%	\$0.00	\$182.75
		Material	\$1,500.00	\$1,200.00	\$300.00		\$1,500.00	100.00%	\$0.00	\$75.00
15		FR Ultra White Membrane	\$8,581.00	\$8,581.00	\$0.00		\$8,581.00	100.00%	\$0.00	\$429.05
		Labor	\$2,975.00	\$0.00	\$2,975.00		\$2,975.00	100.00%	\$0.00	\$148.75
		Material	\$2,099.00	\$0.00	\$2,099.00		\$2,099.00	100.00%	\$0.00	\$104.95
17		AC Supports	\$168.00	\$168.00	\$0.00		\$168.00	100.00%	\$0.00	\$8.40
		Labor	\$465.00	\$465.00	\$0.00		\$465.00	100.00%	\$0.00	\$23.25
		Material	\$230.00	\$0.00	\$230.00		\$230.00	100.00%	\$0.00	\$11.50
18		Walk Pads	\$1,544.00	\$1,544.00	\$0.00		\$1,544.00	100.00%	\$0.00	\$77.20
		Labor	\$150.00	\$150.00	\$0.00		\$150.00	100.00%	\$0.00	\$7.50
		Material	\$929.73	\$929.73	\$0.00		\$929.73	100.00%	\$0.00	\$46.49
	Building B									
20		Asphalt Primer								
		Labor	\$400.00	\$400.00	\$0.00		\$400.00	100.00%	\$0.00	\$20.00
		Material	\$1,425.00	\$1,425.00	\$0.00		\$1,425.00	100.00%	\$0.00	\$71.25
21		Iso Board	\$2,900.00	\$2,900.00	\$0.00		\$2,900.00	100.00%	\$0.00	\$145.00
		Labor	\$10,752.00	\$10,752.00	\$0.00		\$10,752.00	100.00%	\$0.00	\$537.60
		Material	\$1,400.00	\$1,400.00	\$0.00		\$1,400.00	100.00%	\$0.00	\$70.00
22		1/2" Securerock Board	\$4,953.00	\$4,953.00	\$0.00		\$4,953.00	100.00%	\$0.00	\$247.65
		Labor	\$1,100.00	\$1,100.00	\$0.00		\$1,100.00	100.00%	\$0.00	\$55.00
		Material	\$3,704.00	\$3,704.00	\$0.00		\$3,704.00	100.00%	\$0.00	\$185.20
24		SBS Base Membrane	\$1,400.00	\$1,400.00	\$0.00		\$1,400.00	100.00%	\$0.00	\$70.00
		Labor	\$4,153.00	\$4,153.00	\$0.00		\$4,153.00	100.00%	\$0.00	\$207.65
		Material	\$2,300.00	\$2,300.00	\$0.00		\$2,300.00	100.00%	\$0.00	\$115.00
25		FR Ultra White Membrane	\$9,751.00	\$9,751.00	\$0.00		\$9,751.00	100.00%	\$0.00	\$487.55
		Labor	\$3,000.00	\$0.00	\$3,000.00		\$3,000.00	100.00%	\$0.00	\$150.00
		Material	\$2,385.00	\$0.00	\$2,385.00		\$2,385.00	100.00%	\$0.00	\$119.25
27		AC Supports	\$170.00	\$170.00	\$0.00		\$170.00	100.00%	\$0.00	\$8.50
		Labor	\$529.00	\$529.00	\$0.00		\$529.00	100.00%	\$0.00	\$26.45
		Material	\$198.00	\$198.00	\$0.00		\$198.00	100.00%	\$0.00	\$9.90
28		Wood Nailers	\$1,056.00	\$1,056.00	\$0.00		\$1,056.00	100.00%	\$0.00	\$52.80
		Labor								
		Material								
	Building C									
29		Asphalt Primer								
		Labor	\$500.00	\$500.00	\$0.00		\$500.00	100.00%	\$0.00	\$25.00
		Material	\$1,652.00	\$1,652.00	\$0.00		\$1,652.00	100.00%	\$0.00	\$82.60
30		Iso Board	\$3,300.00	\$3,300.00	\$0.00		\$3,300.00	100.00%	\$0.00	\$165.00
		Labor	\$13,851.00	\$13,851.00	\$0.00		\$13,851.00	100.00%	\$0.00	\$692.55
		Material	\$1,500.00	\$1,500.00	\$0.00		\$1,500.00	100.00%	\$0.00	\$75.00
31		1/2" Securerock Board	\$6,381.00	\$6,381.00	\$0.00		\$6,381.00	100.00%	\$0.00	\$319.05
		Labor	\$1,100.00	\$1,100.00	\$0.00		\$1,100.00	100.00%	\$0.00	\$55.00
		Material	\$4,772.00	\$4,772.00	\$0.00		\$4,772.00	100.00%	\$0.00	\$238.60
33		SBS Base Membrane	\$1,650.00	\$1,650.00	\$0.00		\$1,650.00	100.00%	\$0.00	\$82.50
		Labor	\$5,350.00	\$5,350.00	\$0.00		\$5,350.00	100.00%	\$0.00	\$267.50
		Material	\$2,900.00	\$0.00	\$2,900.00		\$2,900.00	100.00%	\$0.00	\$145.00
34		FR Ultra White Membrane	\$12,562.00	\$12,562.00	\$0.00		\$12,562.00	100.00%	\$0.00	\$628.10
		Labor	\$4,100.00	\$0.00	\$4,100.00		\$4,100.00	100.00%	\$0.00	\$205.00
		Material	\$3,073.00	\$0.00	\$3,073.00		\$3,073.00	100.00%	\$0.00	\$153.65
		Labor	\$190.00	\$190.00	\$0.00		\$190.00	100.00%	\$0.00	\$9.50
36		AC Supports	\$680.00	\$680.00	\$0.00		\$680.00	100.00%	\$0.00	\$34.00
		Material								

A ITEM NO.	B DESCRIPTION OF WORK		C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
37	Walk Pads	Labor	\$1,100.00	\$0.00	\$1,100.00		\$1,100.00	100.00%	\$0.00	\$55.00
		Material	\$2,962.00	\$2,962.00	\$0.00		\$2,962.00	100.00%	\$0.00	\$148.10
38	Wood Nailers	Labor	\$200.00	\$200.00	\$0.00		\$200.00	100.00%	\$0.00	\$10.00
		Material	\$1,361.00	\$1,361.00	\$0.00		\$1,361.00	100.00%	\$0.00	\$68.05
	Building D									
39	Asphalt Primer	Labor	\$750.00	\$750.00	\$0.00		\$750.00	100.00%	\$0.00	\$37.50
		Material	\$2,256.00	\$2,256.00	\$0.00		\$2,256.00	100.00%	\$0.00	\$112.80
40	Iso Board	Labor	\$2,900.00	\$2,900.00	\$0.00		\$2,900.00	100.00%	\$0.00	\$145.00
		Material	\$10,743.00	\$10,743.00	\$0.00		\$10,743.00	100.00%	\$0.00	\$537.15
41	1/2" Securock Board	Labor	\$1,200.00	\$1,200.00	\$0.00		\$1,200.00	100.00%	\$0.00	\$60.00
		Material	\$4,949.00	\$4,949.00	\$0.00		\$4,949.00	100.00%	\$0.00	\$247.45
42	Aphlat Adhesive	Labor	\$860.00	\$860.00	\$0.00		\$860.00	100.00%	\$0.00	\$43.00
		Material	\$3,701.00	\$3,701.00	\$0.00		\$3,701.00	100.00%	\$0.00	\$185.05
43	SBS Base Membranc	Labor	\$1,220.00	\$1,220.00	\$0.00		\$1,220.00	100.00%	\$0.00	\$61.00
		Material	\$4,150.00	\$4,150.00	\$0.00		\$4,150.00	100.00%	\$0.00	\$207.50
44	FR Ultra White Membrane	Labor	\$1,900.00	\$1,900.00	\$0.00		\$1,900.00	100.00%	\$0.00	\$95.00
		Material	\$9,743.00	\$9,743.00	\$0.00		\$9,743.00	100.00%	\$0.00	\$487.15
45	Metal Flashing, Gutters, and Drain Hubs	Labor	\$3,535.00	\$0.00	\$3,535.00		\$3,535.00	100.00%	\$0.00	\$176.75
		Material	\$2,383.00	\$0.00	\$2,383.00		\$2,383.00	100.00%	\$0.00	\$119.15
46	Walk Pads	Labor	\$300.00	\$0.00	\$300.00		\$300.00	100.00%	\$0.00	\$15.00
		Material	\$1,200.00	\$1,200.00	\$0.00		\$1,200.00	100.00%	\$0.00	\$60.00
47	Wood Nailers	Labor	\$242.00	\$242.00	\$0.00		\$242.00	100.00%	\$0.00	\$12.10
		Material	\$1,056.00	\$1,056.00	\$0.00		\$1,056.00	100.00%	\$0.00	\$52.80
	Building E									
48	Asphalt Primer	Labor	\$300.00	\$300.00	\$0.00		\$300.00	100.00%	\$0.00	\$15.00
		Material	\$1,786.00	\$1,786.00	\$0.00		\$1,786.00	100.00%	\$0.00	\$89.30
49	Iso Board	Labor	\$2,854.00	\$2,854.00	\$0.00		\$2,854.00	100.00%	\$0.00	\$142.70
		Material	\$13,537.00	\$13,537.00	\$0.00		\$13,537.00	100.00%	\$0.00	\$676.85
50	1/2" Securock Board	Labor	\$1,000.00	\$1,000.00	\$0.00		\$1,000.00	100.00%	\$0.00	\$50.00
		Material	\$6,236.00	\$6,236.00	\$0.00		\$6,236.00	100.00%	\$0.00	\$311.80
51	Poly Iso Taper Insulation	Labor	\$1,600.00	\$0.00	\$1,600.00		\$1,600.00	100.00%	\$0.00	\$80.00
		Material	\$9,500.00	\$9,500.00	\$0.00		\$9,500.00	100.00%	\$0.00	\$475.00
52	Cartridge Adhesive	Labor	\$1,350.00	\$1,350.00	\$0.00		\$1,350.00	100.00%	\$0.00	\$67.50
		Material	\$9,200.00	\$9,200.00	\$0.00		\$9,200.00	100.00%	\$0.00	\$460.00
53	Aphlat Adhesive	Labor	\$500.00	\$0.00	\$500.00		\$500.00	100.00%	\$0.00	\$25.00
		Material	\$4,664.00	\$4,664.00	\$0.00		\$4,664.00	100.00%	\$0.00	\$233.20
54	SBS Base Membrane	Labor	\$1,039.00	\$1,039.00	\$0.00		\$1,039.00	100.00%	\$0.00	\$51.95
		Material	\$5,229.00	\$5,229.00	\$0.00		\$5,229.00	100.00%	\$0.00	\$261.45
55	FR Ultra White Membrane	Labor	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100.00%	\$0.00	\$125.00
		Material	\$12,277.00	\$12,277.00	\$0.00		\$12,277.00	100.00%	\$0.00	\$613.85
56	Metal Flashing, Gutters, and Drain Hubs	Labor	\$4,200.00	\$0.00	\$4,200.00		\$4,200.00	100.00%	\$0.00	\$210.00
		Material	\$3,003.00	\$0.00	\$3,003.00		\$3,003.00	100.00%	\$0.00	\$150.15
57	AC Supports	Labor	\$120.00	\$120.00	\$0.00		\$120.00	100.00%	\$0.00	\$6.00
		Material	\$665.00	\$665.00	\$0.00		\$665.00	100.00%	\$0.00	\$33.25
58	Walk Pads	Labor	\$600.00	\$0.00	\$600.00		\$600.00	100.00%	\$0.00	\$30.00
		Material	\$3,895.00	\$3,895.00	\$0.00		\$3,895.00	100.00%	\$0.00	\$194.75
59	Wood Nailers	Labor	\$200.00	\$200.00	\$0.00		\$200.00	100.00%	\$0.00	\$10.00
		Material	\$1,330.00	\$1,330.00	\$0.00		\$1,330.00	100.00%	\$0.00	\$66.50
	Building F									
60	Asphalt Primer	Labor	\$350.00	\$350.00	\$0.00		\$350.00	100.00%	\$0.00	\$17.50
		Material	\$1,345.00	\$1,345.00	\$0.00		\$1,345.00	100.00%	\$0.00	\$67.25
61	Iso Board	Labor	\$3,300.00	\$3,300.00	\$0.00		\$3,300.00	100.00%	\$0.00	\$165.00
		Material	\$13,222.00	\$13,222.00	\$0.00		\$13,222.00	100.00%	\$0.00	\$661.10
62	1/2" Securock Board	Labor	\$1,700.00	\$1,700.00	\$0.00		\$1,700.00	100.00%	\$0.00	\$85.00
		Material	\$6,091.00	\$6,091.00	\$0.00		\$6,091.00	100.00%	\$0.00	\$304.55
63	Aphlat Adhesive	Labor	\$1,200.00	\$1,200.00	\$0.00		\$1,200.00	100.00%	\$0.00	\$60.00
		Material	\$4,555.00	\$4,555.00	\$0.00		\$4,555.00	100.00%	\$0.00	\$227.75
64	SBS Base Membrane	Labor	\$1,200.00	\$1,200.00	\$0.00		\$1,200.00	100.00%	\$0.00	\$60.00
		Material	\$5,107.00	\$5,107.00	\$0.00		\$5,107.00	100.00%	\$0.00	\$255.35
65	FR Ultra White Membrane	Labor	\$2,900.00	\$2,900.00	\$0.00		\$2,900.00	100.00%	\$0.00	\$145.00
		Material	\$11,992.00	\$11,992.00	\$0.00		\$11,992.00	100.00%	\$0.00	\$599.60
66	Metal Flashing, Gutters, and Drain Hubs	Labor	\$4,150.00	\$0.00	\$4,150.00		\$4,150.00	100.00%	\$0.00	\$207.50
		Material	\$2,933.00	\$0.00	\$2,933.00		\$2,933.00	100.00%	\$0.00	\$146.65
67	AC Supports	Labor	\$120.00	\$120.00	\$0.00		\$120.00	100.00%	\$0.00	\$6.00
		Material	\$650.00	\$650.00	\$0.00		\$650.00	100.00%	\$0.00	\$32.50
68	Walk Pads	Labor	\$664.00	\$332.00	\$332.00		\$664.00	100.00%	\$0.00	\$33.20
		Material	\$3,850.00	\$3,850.00	\$0.00		\$3,850.00	100.00%	\$0.00	\$192.50
69	Wood Nailers	Labor	\$200.00	\$200.00	\$0.00		\$200.00	100.00%	\$0.00	\$10.00
		Material	\$1,299.00	\$1,299.00	\$0.00		\$1,299.00	100.00%	\$0.00	\$64.95
	Building G									
70	Asphalt Primer	Labor	\$450.00	\$450.00	\$0.00		\$450.00	100.00%	\$0.00	\$22.50
		Material	\$1,523.00	\$1,523.00	\$0.00		\$1,523.00	100.00%	\$0.00	\$76.15
71	Iso Board	Labor	\$3,800.00	\$3,800.00	\$0.00		\$3,800.00	100.00%	\$0.00	\$190.00
		Material	\$14,933.00	\$14,933.00	\$0.00		\$14,933.00	100.00%	\$0.00	\$746.65

A ITEM NO	B DESCRIPTION OF WORK		C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
72	1/2" Securerock Board	Labor	\$2,000.00	\$2,000.00	\$0.00		\$2,000.00	100.00%	\$0.00	\$100.00
		Material	\$6,879.00	\$6,879.00	\$0.00		\$6,879.00	100.00%	\$0.00	\$343.95
73	Aphlat Adhesive	Labor	\$1,600.00	\$1,600.00	\$0.00		\$1,600.00	100.00%	\$0.00	\$80.00
		Material	\$5,145.00	\$5,145.00	\$0.00		\$5,145.00	100.00%	\$0.00	\$257.25
74	SBS Base Membrane	Labor	\$1,450.00	\$1,450.00	\$0.00		\$1,450.00	100.00%	\$0.00	\$72.50
		Material	\$5,768.00	\$5,768.00	\$0.00		\$5,768.00	100.00%	\$0.00	\$288.40
75	FR Ultra White Membrane	Labor	\$3,390.00	\$3,390.00	\$0.00		\$3,390.00	100.00%	\$0.00	\$169.50
		Material	\$13,544.00	\$13,544.00	\$0.00		\$13,544.00	100.00%	\$0.00	\$677.20
76	Metal Flashing, Gutters, and Drain Hubs	Labor	\$4,500.00	\$0.00	\$4,500.00		\$4,500.00	100.00%	\$0.00	\$225.00
		Material	\$3,313.00	\$0.00	\$3,313.00		\$3,313.00	100.00%	\$0.00	\$165.65
77	AC Supports	Labor	\$130.00	\$130.00	\$0.00		\$130.00	100.00%	\$0.00	\$6.50
		Material	\$733.00	\$733.00	\$0.00		\$733.00	100.00%	\$0.00	\$36.65
78	Walk Pads	Labor	\$750.00	\$0.00	\$750.00		\$750.00	100.00%	\$0.00	\$37.50
		Material	\$4,150.00	\$4,150.00	\$0.00		\$4,150.00	100.00%	\$0.00	\$207.50
79	Wood Nailers	Labor	\$220.00	\$220.00	\$0.00		\$220.00	100.00%	\$0.00	\$11.00
		Material	\$1,467.00	\$1,467.00	\$0.00		\$1,467.00	100.00%	\$0.00	\$73.35
GRAND TOTALS			\$667,361.73	\$520,488.16	\$131,390.72	\$0.00	\$651,878.88	97.68%	\$15,482.85	\$32,593.94

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

DOCUMENT 00 40 15 - WAIVER AND RELEASE OF LIEN FORM

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 10/23/2019 (insert date) to Centennial Contractors (insert name of Contractor) on the project of the Del Castillo ES Roof Replacement and PBK's Project Number 18160R for the Brownsville Independent School District.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

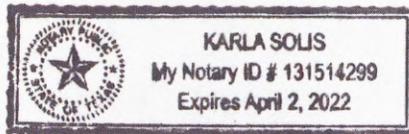
DATED on October 25, 2019.

By: TCI Roofing & Construction, Inc. (Lienor)

Subscribed and sworn to me on this 25 day of October, 2019.

Karla Solis
Notary Public

My Commission expires April 2, 2022



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through _____ (insert date) to _____ (insert name of Contractor) on the project of the Del Castillo ES Roof Replacement and PBK's Project Number 18160R for the Brownsville Independent School District.

DATED on _____, 20____.

By: _____ (Lienor)

Subscribed and sworn to me on this _____ day of _____, 20____.

Notary Public

My Commission expires _____

END OF DOCUMENT 00 40 15



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/25/20

Item Title: Payment to Contractor X 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 #6
	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:	\$529,655.00
	Retainage:	
	<u>5% Retainage of Complete Work:</u>	\$25,248.50
	<u>5% Retainage on Stored Materials:</u>	\$1,234.25
	Total Retainage:	\$26,482.75
	Total Earned Less Retainage:	\$503,172.25
	Less Previous Certificates of Payment:	\$404,737.52
	Current Payment Due:	\$98,434.73
	Balance to Finish Plus Retainage:	\$382,827.75

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: \$98,434.73

RECOMMENDATION:

Recommend approval of Payment #6 for \$98,434.73 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

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

Date: June 16, 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 #6.

Should you have any questions or need further assistance please contact me.

Respectfully,

A handwritten signature in blue ink that reads "Dean Brown".

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 77821

PROJECT: Brownsville ISD Multi-Campus Roof Replacement Phase II

APPLICATION NO: SIX-REV. PERIOD TO: 06/12/2020

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) \$ 529,655.00

5. RETAINAGE:

- a. 5% of Completed Work (Columns D + E on G703) \$ 25,248.50
- b. 5% of Stored Material (Column F on G703) \$ 1,234.25

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 26,482.75

6. TOTAL EARNED LESS RETAINAGE \$ 503,172.25
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 404,737.52
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 98,434.73

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 382,827.75
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Charge 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 © 1953, 1963, 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

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: 06-16-20

County of: Cameron

Subscribed and sworn to before me this 16th day of June 2020

By: *Melinda Flores*
Notary Public: *Melinda Flores*
My commission expires: April 19, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data furnished in 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 the amount of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 98,434.73
(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: *Melinda Flores*
ARCHITECT: ENGINEER
Date: 6/15/2020

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.

**Brownsville ISD
Multi-Campus Roof Replacement Project
Phase II**

Schedule of Values

AIA DOCUMENT G703

(INSTRUCTIONS ON REVERSE SIDE)

SIX

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD TO / FROM:

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.

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.O.R.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	\$70,762.50	\$4,162.50	\$0.00	\$74,925.00	\$8,325.00	90%
2	Storage Container	\$700.00	\$595.00	\$35.00	\$0.00	\$630.00	\$70.00	90%
3	Portable	\$500.00	\$425.00	\$25.00	\$0.00	\$450.00	\$50.00	90%
4	Equipment	\$6,000.00	\$5,100.00	\$300.00	\$0.00	\$5,400.00	\$600.00	90%
5	Bonds	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	100%
6	Insurances	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	\$0.00	100%
7	Mobilization	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	100%
8	Dumpsters	\$6,500.00	\$6,175.00	\$325.00	\$0.00	\$6,500.00	\$0.00	100%
9	Roofing Materials - Base sheet and plies	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	\$0.00	100%
10	Roofing Materials - Cap Sheet	\$27,000.00	\$27,000.00	\$0.00	\$0.00	\$27,000.00	\$0.00	100%
11	Roofing Materials - Misc. Adhesives, Fasteners, & Etc.	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$26,000.00	\$0.00	100%
12	Roofing Labor - Base Sheet & Plies	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	\$0.00	100%
13	Roofing Labor - Cap Sheet	\$7,500.00	\$0.00	\$6,375.00	\$0.00	\$6,375.00	\$1,125.00	85%
14	Insulation Materials - Insulation	\$57,000.00	\$57,000.00	\$0.00	\$0.00	\$57,000.00	\$0.00	100%
15	Insulation Materials - Coverboard	\$13,000.00	\$13,000.00	\$0.00	\$0.00	\$13,000.00	\$0.00	100%
16	Insulation Labor - Insulation	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	\$0.00	100%
17	Insulation Labor - Coverboard	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	\$0.00	100%
18	Sheet Metal - Material	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$0.00	100%
19	Sheet Metal - Labor (Fabrication)	\$6,000.00	\$4,500.00	\$1,500.00	\$0.00	\$6,000.00	\$0.00	100%
20	Sheet Metal - Labor (Installation)	\$6,000.00	\$4,500.00	\$1,200.00	\$0.00	\$5,700.00	\$300.00	95%
21	Carpentry Materials	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	100%
22	Carpentry Labor	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	\$0.00	100%
23	Demobilization	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%
24	Warranty	\$1,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,050.00	0%
25	Coating	\$10,000.00	\$6,000.00	\$2,500.00	\$0.00	\$8,500.00	\$1,500.00	85%
26	MEP	\$30,000.00	\$24,000.00	\$3,000.00	\$0.00	\$27,000.00	\$3,000.00	90%
27	Allowance	\$62,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,000.00	0%
SUBTOTAL FOR CUMMINGS MS:		\$414,000.00	\$314,557.50	\$19,422.50	\$0.00	\$333,980.00	\$80,020.00	81%
								\$16,699.00

A	B	C	D	E	F	G	H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUES	WORK COMPLETED FROM PREVIOUS PERIOD (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	TOTAL COMPLETED AND STORED (D+E+F)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
							(G/C)	
Russell Elementary								
28	General Conditions	\$23,790.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$23,790.00
29	Storage Container	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$350.00
30	Portable	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$250.00
31	Equipment	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,000.00
32	Bonds	\$1,100.00	\$1,100.00	\$0.00	\$0.00	\$1,100.00	100%	\$0.00
33	Insurances	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00
34	Mobilization	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,000.00
35	Dumpsters	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,000.00
36	Roofing Materials - Base sheet and plies	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,000.00
37	Roofing Materials - Cap Sheet	\$8,000.00	\$1,680.00	\$0.00	\$0.00	\$1,680.00	21%	\$6,320.00
38	Roofing Materials - Misc. Adhesives, Fasteners, & Etc.	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,000.00
39	Roofing Labor - Base Sheet & Plies	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00
40	Roofing Labor - Cap Sheet	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00
41	Insulation Materials - Insulation	\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$16,000.00
42	Insulation Materials - Coverboard	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,000.00
43	Insulation Labor - Insulation	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00
44	Insulation Labor - Coverboard	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00
45	Sheet Metal - Material	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,000.00
46	Sheet Metal - Labor (Fabrication)	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,000.00
47	Sheet Metal - Labor (Installation)	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,000.00
48	Carpentry Materials	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,000.00
49	Carpentry Labor	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,200.00
50	Demobilization	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,000.00
51	Warranty	\$310.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$310.00
52	Allowance	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,000.00
	SUBTOTAL FOR RUSSELL ELEMENTARY	\$114,000.00	\$4,780.00	\$0.00	\$0.00	\$4,780.00	4%	\$109,220.00

A	B	C	D	E	F	G	H	I
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ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUES		WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D.C.R.E)	TOTAL COMPLETED AND STORED (D+E+F)	(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
				FROM PREVIOUS PERIOD (D+E)	THIS PERIOD					
Sharp Elementary										
53	General Conditions	\$12,500.00		\$0.00	\$1,250.00	\$0.00	\$1,250.00	10%	\$11,250.00	\$62.50
54	Storage Container	\$350.00		\$0.00	\$35.00	\$0.00	\$35.00	10%	\$315.00	\$1.75
55	Portable	\$250.00		\$0.00	\$25.00	\$0.00	\$25.00	10%	\$225.00	\$1.25
56	Equipment	\$3,000.00		\$0.00	\$300.00	\$0.00	\$300.00	10%	\$2,700.00	\$15.00
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	\$800.00	\$0.00	\$800.00	100%	\$0.00	\$40.00
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 piles	\$3,000.00		\$0.00	\$0.00	\$3,000.00	\$3,000.00	100%	\$0.00	\$150.00
62	Roofing Materials - Cap Sheet	\$5,000.00		\$0.00	\$0.00	\$5,000.00	\$5,000.00	100%	\$0.00	\$250.00
63	Roofing Materials - Misc. Adhesives, Fasteners, & Etc.	\$5,000.00		\$0.00	\$0.00	\$650.00	\$650.00	13%	\$4,350.00	\$32.50
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	\$3,195.00	\$3,195.00	71%	\$1,305.00	\$159.75
67	Insulation Materials - Coverboard	\$2,500.00		\$0.00	\$0.00	\$1,800.00	\$1,800.00	72%	\$700.00	\$90.00
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	\$2,410.00	\$13,645.00	\$18,655.00	23%	\$61,345.00	\$932.75

A ITEM	B DESCRIPTION OF WORK	C SCHEDULED	D WORK COMPLETED	E	F MATERIALS	G TOTAL	H BALANCE	I RETAINAGE

NO	VALUES	FROM PREVIOUS PERIOD (D+E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED (D+E+F)	(G/C)	TO FINISH (C-G)	5%
El Jardin Elementary								
79	\$56,420.00	\$5,642.00	\$22,568.00	\$0.00	\$28,210.00	50%	\$28,210.00	\$1,410.50
80	\$700.00	\$70.00	\$280.00	\$0.00	\$350.00	50%	\$350.00	\$17.50
81	\$500.00	\$50.00	\$200.00	\$0.00	\$250.00	50%	\$250.00	\$12.50
82	\$6,000.00	\$600.00	\$2,400.00	\$0.00	\$3,000.00	50%	\$3,000.00	\$150.00
83	\$3,300.00	\$3,300.00	\$0.00	\$0.00	\$3,300.00	100%	\$0.00	\$165.00
84	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$250.00
85	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$1,800.00	100%	\$0.00	\$90.00
86	\$7,000.00	\$700.00	\$2,800.00	\$0.00	\$3,500.00	50%	\$3,500.00	\$175.00
87	\$15,000.00	\$10,350.00	\$4,650.00	\$0.00	\$15,000.00	100%	\$0.00	\$750.00
88	\$25,000.00	\$19,000.00	\$6,000.00	\$0.00	\$19,000.00	96%	\$6,000.00	\$950.00
89	\$27,000.00	\$10,530.00	\$6,100.00	\$0.00	\$16,630.00	69%	\$8,370.00	\$931.50
90	\$7,000.00	\$700.00	\$3,500.00	\$0.00	\$4,200.00	60%	\$2,800.00	\$210.00
91	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,000.00	\$0.00
92	\$44,000.00	\$36,080.00	\$0.00	\$7,920.00	\$44,000.00	100%	\$0.00	\$2,200.00
93	\$12,000.00	\$8,880.00	\$0.00	\$3,120.00	\$12,000.00	100%	\$0.00	\$600.00
94	\$7,000.00	\$700.00	\$2,800.00	\$0.00	\$3,500.00	50%	\$3,500.00	\$175.00
95	\$7,000.00	\$700.00	\$2,800.00	\$0.00	\$3,500.00	50%	\$3,500.00	\$175.00
96	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,000.00	\$0.00
97	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,500.00	\$0.00
98	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,500.00	\$0.00
99	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	100%	\$0.00	\$175.00
100	\$5,000.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	70%	\$1,500.00	\$175.00
101	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,800.00	\$0.00
102	\$980.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$980.00	\$0.00
103	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$12,000.00	\$0.00
104	\$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	\$104,102.00	\$57,098.00	\$172,240.00	62%	\$105,760.00	\$8,612.00
GRAND TOTAL:		\$886,000.00	\$426,039.50	\$78,930.50	\$529,655.00	60%	\$356,345.00	\$26,482.75

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 \$ 98,434.73 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 6-16-20

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 16th day of June, 2020, by Leticia Barcenas (name), President (job title) of American Contracting USA, Inc. (company name)



Amelia Flores
NOTARY PUBLIC, STATE OF TEXAS



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/25/20

Item Title: Budget Amendment #023 X Action
Information
Discussion

BACKGROUND:

A Budget Amendment is needed to reallocate funds to the correct functional area for the 2019-2020 fiscal year.

FISCAL IMPLICATIONS:

Local Funds

Function 11-Instruction	\$	2,000,000.00
Function 12-Library Services		500,000.00
Function 13-Curriculum Staff Dev and Instr Staff Dev		(300,000.00)
Function 23-Campus Administration		(300,000.00)
Function 33-Health Services		500,000.00
Function 34-Transportation		2,000,000.00
Function 36-Cocurricular/Extracurricular Activities		(1,000,000.00)
Function 41-Administration		(500,000.00)
Function 51-Maintenance and Operations		(3,000,000.00)
Function 52-Security and Monitoring		600,000.00
Function 53-Data Processing Services		(200,000.00)
Function 81-Construction/Renovation		(300,000.00)
	\$	-

RECOMMENDATION:

Recommend approval of Budget Amendment #023 in the amount of \$5,600,000.00 for Local Funds. (Reallocation)

Mary D. Garza
Mary D. Garza

Submitted by: Principal/Program Adm.

Approved for Submission to Board of Education:

René Gutierrez
Dr. René Gutiérrez
Superintendent

David Robledo

David Robledo

Recommended by: AA Supt/Asst. Supt/CFO

Dr. Nereida Cantu

Dr. Nereida Cantu

Approved by: Deputy Superintendent

6-22-2020

FUNCTION	SALARIES	CONTRACTED SERVICES	SUPPLIES & MATERIALS	OTHER MISC. EXPENSES	EQUIPMENT	TOTAL
	6100	6200	6300	6400	6600	
11	\$ 2,000,000					\$ 2,000,000
12	\$ 500,000					\$ 500,000
13	\$ (300,000)					\$ (300,000)
21						\$ -
23	\$ (300,000)					\$ (300,000)
31						\$ -
32						\$ -
33	\$ 500,000					\$ 500,000
34	\$ 2,000,000					\$ 2,000,000
36	\$ (1,000,000)					\$ (1,000,000)
41	\$ (500,000)					\$ (500,000)
51	\$ (3,000,000)					\$ (3,000,000)
52	\$ 600,000					\$ 600,000
53	\$ (200,000)					\$ (200,000)
61						\$ -
81	\$ (300,000)					\$ (300,000)
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 06/25/2020

Item Title: Coronavirus Aid, Relief, and Economic Security (CARES) Act Program Action
 Information
 Discussion

BACKGROUND:

The object of the Brownsville Independent School District is to apply for the Elementary and Secondary School Emergency Relief Grant also known as the CARES Act Program. The intent and purpose of the CARES Act education funding is to prevent, prepare for, and respond to the coronavirus.

The Texas Education Agency specifically allows funds to be used for planning for and coordinating during long-term closures, including for how to provide meals to eligible students, how to provide technology for online learning to all students, how to provide guidance for carrying out requirements under the Individuals with Disabilities Education Act (20 U.S.C. 1401 et seq.) and how to ensure other educational services can continue to be provided consistent with all Federal, State, and local requirements.

The grant also allows funds to be used to provide mental health services and support to students as well as planning and implementing activities related to summer learning and supplemental afterschool programs, which includes providing classroom instruction or online learning during the summer months and addressing the needs of all students to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

FISCAL IMPLICATIONS:

To respond to the needs as the result of COVID-19 as well as offset the reduction in state funding as per grant guidelines.

RECOMMENDATION:

Recommend approval to apply for 2020-2021 Elementary and Secondary School Emergency Relief (ESSER) Grant in the amount of \$19,709,168.00.

Dr. Nereida Cantu *Dr. Nereida Cantu*
Submitted by: Principal/Program Adm.

David Robledo/Dr. Nereida Cantu *Dr. Nereida Cantu*
Recommended by: CFO/Deputy Supt.

Miguel Salinas *Miguel Salinas*
Reviewed by: Staff Attorney

Approved for Submission to Board of Education:

Dr. René Gutiérrez *Dr. René Gutiérrez*
Dr. René Gutiérrez, Superintendent

Texas Education Agency
Department of Grant Compliance and Administration
CARES Act, Elementary and Secondary School Emergency Relief Fund (ESSERF)
LEA Entitlement Amounts (Alphabetical by District)
Fiscal Year 2020

Region	County District	District Name	Entitlement Amount
10	116916	BOLES ISD	105,282
03	241901	BOLING ISD	141,313
10	074903	BONHAM ISD	331,119
16	148901	BOOKER ISD	32,883
17	017901	BORDEN COUNTY ISD	13,613
16	117901	BORGER ISD	383,600
12	161923	BOSQUEVILLE ISD	50,742
16	185901	BOVINA ISD	91,069
09	169901	BOWIE ISD	268,233
11	249902	BOYD ISD	118,183
16	180901	BOYS RANCH ISD	356,650
20	136901	BRACKETT ISD	118,201
15	160901	BRADY ISD	287,080
06	008903	BRAZOS ISD	103,551
11	213801	BRAZOS RIVER CHARTER SCHOOL	45,075
06	021803	BRAZOS SCHOOL FOR INQUIRY & CREATIVITY	130,422
04	020905	BRAZOSPORT ISD	1,980,419
14	215901	BRECKENRIDGE ISD	352,228
06	198901	BREMOND ISD	108,700
06	239901	BRENHAM ISD	785,233
05	181901	BRIDGE CITY ISD	209,869
11	249903	BRIDGEPORT ISD	409,232
07	203902	BROADDUS ISD	137,798
11	184909	BROCK ISD	45,839
15	041901	BRONTE ISD	45,636
05	121902	BROOKELAND ISD	78,080
15	025908	BROOKESMITH ISD	25,477
20	015830	BROOKS ACADEMIES OF TEXAS	672,982
01	024901	BROOKS COUNTY ISD	784,081
17	223901	BROWNFIELD ISD	478,549
07	107902	BROWNSBORO ISD	563,326
01	031901	BROWNSVILLE ISD	19,709,168
15	025902	BROWNWOOD ISD	807,300
12	161919	BRUCEVILLE-EDDY ISD	108,223
06	021902	BRYAN ISD	4,115,552



Brownsville Independent School District

Agenda Category: General Function Contracts/MOU Board of Education Meeting: 06/25/2020

Item Title: 2020-2021 Good Samaritan X Action
Community Services-Youth Information
Development Services Discussion

BACKGROUND:

The Good Samaritan Community Services (GSCS) out of San Antonio, TX would like to continue servicing Brownsville Independent School District students in the 78520 zip code. This is their 5th year of operation and will benefit over 600 students from September 2020 to July 2021 at the following schools: Pace ECHS, Brownsville ECHS, Lopez ECHS, Garcia MS, Stell MS, Oliveira MS, Stillman MS, Sharp Elementary, Russell Elementary, Putegnat Elementary, Yturria Elementary and Skinner Elementary. This program targets 5th and 8th grade, but will serve students in other grade levels should they be interested in the program. Services include working with students in achieving their academic goals and staying on track, participate in district and school sponsored events, especially in regards to parent and family engagement, partner with after school programs to provide recreation and leadership services to youth already participating in a after school program. It will also provide opportunities for students to volunteer and develop leadership skills during the year and in one or more summer day camps.

FISCAL IMPLICATIONS:

NONE

RECOMMENDATION:

Recommend approval to continue program efforts for (2020-2021) by Good Samaritan Community Services-Youth Development Services at no cost to the BISD.

Approved for Submission to Board of Education:

Meg Garcia
Submitted by: Principal/Program Adm.

[Signature]
Recommended by: Asst. Supt./CFO

Michael Salas
Reviewed by: Staff Attorney

A. Gumm
Approved by: Deputy Superintendent

René Gutiérrez
Dr. René Gutiérrez, Superintendent

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Monday, June 15, 2020 9:35 AM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: 4th Request: Good Samaritan Community Services & Ethos Engineering Hanna HVAC upgrades

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 both for signature.

Thanks,
Baltazar Salazar

...loyal, faithful, and aggressive representation...

On Jun 15, 2020, at 8:03 AM, Sara Celis <scelis@bisd.us> wrote:

Good morning Mr. Salazar,

The attached are 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

 Go Green! Please do not print unless completely necessary.

CONFIDENTIALITY STATEMENT: This message and all attachments are confidential and may be protected by the attorney-client and other privileges. Any review, use, dissemination, forwarding, printing, copying, disclosure or distribution by persons other than the intended recipients is prohibited and may be unlawful. You must delete this message and any copy of it (in any form) without disclosing it. Unless expressly stated in this e-mail, nothing in this message should be construed as a digital or electronic signature.

Good Samaritan Community Services
Youth Development Services

Participation Commitment with Brownsville I.S.D.

It is proposed that Good Samaritan Community Services (GSCS) and Brownsville I.S.D. (BISD) enter into the following cooperative service arrangement:

Purpose: The purpose of this agreement is to provide supportive services to BISD students that would lead to further academic and personal success.

Both parties agree to maintain a cooperative, interactive, and supportive relationship for 2020-2021 school year. Either party may terminate this Memorandum of Understanding (MOU) at any time, with thirty (30) days written notice.

Good Samaritan Community Services agrees to:

- Work with BISD students in an attempt to aid BISD in achieving its academic goals.
- Support and participate in district and school sponsored events, especially in regards to parent and family engagement.
- Provide general liability insurance necessary for program operations.
- Conduct annual background checks for all staff, interns and volunteers involved with direct service delivery and make results available to BISD upon request.
- Provide opportunities for students to engage in learning during out-of-school time hours and offer support services, if possible, that ensure students remain on track academically.
- Partner with the after school program provided at Skinner Elementary to provide recreation and leadership services to youth participating in the Skinner Elementary after school program. Services may be provided to additional school campuses upon school request and staff availability.
- Provide the school district and key personnel with program reports upon request.
- Pay for use of transportation services through BISD, when they are available and needed.
- Deliver the Asset Building for Clients (ABC) program, a juvenile justice prevention program, to select students attending school in the 78520 zip code. As part of this program, GSCS will:
 1. From August to May, deliver services to over 860 students at schools agreed upon between GSCS and BISD, including: Stell Middle School, Stillman Middle School, Sharp Elementary, Russell Elementary, Putegnat Elementary, Yturria Elementary and Skinner Elementary.
 2. From August to May, engage youth 13-17 years old in the Youth Advisory Committee. This committee focuses on empowering youth and aids them in completing service learning projects to support community involvement. Students who have joined this initiative come from: Pace ECHS, Brownsville ECHS, Lopez ECHS, Garcia Middle School, Stell Middle School and Oliveira Middle School.
 3. Target students in 5th and 8th grade, but serve students in other grades should they be interested in the program.
 4. Provide weekly class lessons for the duration of the school year.
 5. Provide at least one trained instructor to deliver the ABC curriculum instruction.
 6. Provide all instructional and support materials needed for the successful delivery of program services.
 7. Provide opportunities for students to volunteer and develop leadership skills.
 8. Recruit youth from Stillman Middle School, Stell Middle School, Pace ECHS, BECHS and Veterans ECHS to participate in various leadership initiatives during the out-of-school time.

Brownsville I.S.D. agrees to:

- Provide information to GSCS staff regarding campus activities and family engagement events.
- Identify prospective participants with GSCS program contact information so that they can learn more about the program

- Provide opportunities for GSCS staff to deliver recruitment activities before, during or after the school day.
- Involve GSCS staff in parent engagement and other campus events.
- Provide access to campus resources, if available, including the Internet and other forms of technology to enhance the quality of services delivered.
- Provide the following to support the ABC program:
 1. Identify and offer classes and/or other adequate space for students to participate in the Asset Building for Clients program.
 2. Share general information regarding school course offerings, class schedules, and course requirements with GSCS staff, to help determine the most effective instructional schedule.

Accepted by:

 Dr. René Gutiérrez
 Superintendent – Brownsville I.S.D.

 Date



 Simon G. Salas
 CEO - Good Samaritan Community Services

5-22-2020

 Date



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 548-8000

Dr. René Gutiérrez
Superintendent

Item Description:

**Cooperative Service Arrangement between
Good Samaritan Community Services (GSCS)
and Brownsville I.S.D.**

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.



BACKUP

Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 06/18/19

Item Title: 2019-2020 Good Samaritan X Action
Community Services-Youth Information
Development Services Discussion

BACKGROUND:

The Good Samaritan Community Services (GSCS) out of San Antonio, TX would like to continue servicing Brownsville Independent School District students in the 78520 zip code. This is their 4th year of operation and will benefit over 600 students from September 2019 to July 2020 at the following schools: Stell Middle School, Stillman Middle School, Martin Elementary, Russell Elementary, Sharp Elementary, and Skinner Elementary. If additional funding is procured, GSCS will also serve El Jardin Elementary, Besteiro Middle School, Lucio Middle School, and Aiken Elementary. This program targets 5th and 8th grade, but will serve students in other grade levels should they be interested in the program. Services include working with students in achieving their academic goals and staying on track, participate in district and school sponsored events, especially in regards to parent and family engagement, partner with after school programs to provide recreation and leadership services to youth already participating in a after school program. It will also provide opportunities for students to volunteer and develop leadership skills during the year and in one or more summer day camps.

FISCAL IMPLICATIONS:

NONE

RECOMMENDATION:

Recommend approval to continue program efforts for (2019-2020) by Good Samaritan Community Services-Youth Development Services at no cost to the BISD.

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

Approved for Submission to Board of Education:

Recommended by: AA Supt/Asst Supt/CFO
Miguel Salinas
Reviewed by: Staff Attorney

Sylvia R. Hatton
Dr. Sylvia R. Hatton
Interim Superintendent

Good Samaritan Community Services
Youth Development Services

Participation Commitment with Brownsville I.S.D.

It is proposed that Good Samaritan Community Services (GSCS) and Brownsville I.S.D. (BISD) enter into the following cooperative service arrangement:

Purpose: The purpose of this agreement is to provide supportive services BISD students that would lead to further academic and personal success.

Both parties agree to maintain a cooperative, interactive and supportive relationship for 2019-2020 school year. Either party may terminate this Memorandum of Understanding (MOU) at any time, with thirty (30) days written notice.

Good Samaritan Community Services agrees to:

- Work with BISD students in attempt to aid BISD in achieving its academic goals.
- Support and participate in district and school sponsored events, especially in regards to parent and family engagement.
- Provide general liability insurance necessary for program operations.
- Conduct annual background checks for all staff, interns and volunteers involved with direct service delivery and make results available to BISD upon request.
- Provide opportunities for students to engage in learning during out-of-school time hours and offer support services, if possible, that ensure students remain on track academically.
- Partner with the after school program provided at Skinner Elementary to provide recreation and leadership services to youth participating in the Skinner Elementary after school program. Services may be provided to additional school campuses upon school request and staff availability.
- Provide the school district and key personnel with program reports upon request.
- Pay for use of transportation services through BISD, when they are available and needed.
- Deliver the Asset Building for Clients (ABC) program, a juvenile justice prevention program, to select students attending school in the 78520 zip code. As part of this program, GSCS will:
 1. From August to May, deliver services to over 600 students at schools agreed upon between GSCS and BISD, including: Stell Middle School, Stillman Middle School, Martin Elementary, Resaca Elementary, Russell Elementary, Sharp Elementary and Skinner Elementary
 2. Target students in 5th and 8th grade, but serve students in other grades should they be interested in the program.
 3. Provide weekly class lessons for the duration of the school year.
 4. Provide at least one trained instructor to deliver the ABC curriculum instruction.
 5. Provide all instructional and support materials needed for the successful delivery of program services.
 6. Provide opportunities for students to volunteer and develop leadership skills.
 7. Recruit youth from Stillman Middle School, Stell Middle School and Pace High School, BECHS and Veterans High School to participate in various leadership initiatives during the out-of-school time.

Brownsville I.S.D. agrees to:

- Provide information to GSCS staff regarding campus activities and family engagement events.
- Identify prospective participants with GSCS program contact information so that they can learn more about the program
- Provide opportunities for GSCS staff to deliver recruitment activities before, during or after the school day.
- Involve GSCS staff in parent engagement and other campus events.
- Provide access to campus resources, if available, including the Internet and other forms of technology to enhance the quality of services delivered.
- Provide the following to support the ABC program:

1. Identify and offer classes for students to participate in the Asset Building for Clients program.
2. Share general information regarding school course offerings, class schedules, and course requirements with GSCS staff, to help determine the most effective instructional schedule.

Accepted by:



Dr. Sylvia Ann Reyna Hatton
Superintendent - Brownsville I.S.D.

07/09/19
Date



Simon G. Salas
CEO - Good Samaritan Community Services

6-28-2019
Date



Brownsville Independent School District

Agenda Category: Contract Board of Education Meeting: 06/25/2020

Item Title: Approval of the Elections Contract X Action
Between Brownsville I.S.D. and the Information
Cameron County Elections Office Discussion

BACKGROUND:

The Brownsville Independent School District will hold a School Trustee Election on Tuesday, November 3, 2020 in 47 county voting precincts and proposes to open Forty-One (41) polling locations on Election Day. The Cameron County Elections Administrator will serve as Administrator for the B.I.S.D. Election. The Cameron County Election Office agrees to coordinate, supervise, and handle all aspects of administering the election in accordance with provisions in the Texas Election Code and as outlined in this agreement. The estimated costs of the election are \$240,578.80. An initial 60% (\$144,347.28) deposit is due upon approval of signing contract. The remaining 40% (96,231.52) is due 30 days after final invoice is mailed to the District. The funds will be placed in a special election account to be used by the County for paying expenses as outlined in the contract. No funds will be expended by Cameron County except for supplies and services outlined in the contract or except as may be agreed to, in writing, by the District and County.

FISCAL IMPLICATIONS:

Budget Local Funds: Estimated at \$240,578.80

RECOMMENDATION:

Recommend approval to contract with Cameron County Elections Office and to pay 60% deposit for estimated costs of election services for a joint Election to be held on Tuesday, November 3, 2020 and to authorize the Superintendent to sign the contract. Estimated at \$240,578.80.

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Submitted by: Superintendent

Miguel Salinas
Recommended by: Staff Attorney

Approved by: Deputy Superintendent

René Gutiérrez
Dr. René Gutiérrez
Superintendent

THE STATE OF TEXAS §

Contract No.

COUNTY OF CAMERON §

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT CONTRACT FOR ELECTION SERVICES

FOR A GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3rd, 2020, TO BE
ADMINISTERED BY THE CAMERON COUNTY ELECTIONS DEPARTMENT

I. JURISDICTION

The Brownsville Independent School District (the Participating Authority) has called an election for November 3, 2020 in forty-seven (47) county election precincts and proposes to open Forty-one (41) Election Day polling locations.

II. ADMINISTRATION

The Cameron County Elections Administrator agrees to coordinate, supervise and handle all aspects of administering the election in accordance with provisions in the Texas Election Code and as outlined in this agreement. The Participating Authority agrees to pay Cameron County for equipment, supplies, services and administrative costs as outlined in this agreement. The Cameron County Elections Administrator will serve as administrator for the Election; however, the Participating Authority remains responsible for the lawful conduct of their elections and for the notice to their electorate of any changes in single-member district boundaries from previous elections.

III. LEGAL DOCUMENTS

The Participating Authority will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their pertaining governing bodies.

Preparation of necessary bilingual materials for notices and preparation of the text for the official ballot will also be the responsibility of the Participating Authority. The Participating Authority will provide a copy of their election notices to the County Elections Administrator.

IV. VOTING LOCATIONS

The County Elections Administrator will select and arrange for the use of and payment for all voting locations. Voting locations will be, whenever possible, the usual voting locations for the precincts. The proposed voting locations are listed in Attachment "A", which is attached hereto and incorporated by reference as if fully set forth herein. In the event a voting location is not available, the Elections Administrator will arrange for the use of an alternate location with the approval of the Participating Authority. The Elections Administrator will notify the Participating Authority of any changes from the locations listed in Attachment A.

The Elections Administrator may send the Participating Authority a final version of Attachment A which reflects the actual locations to be used on the day of the election if changes become necessary.

V. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

The Elections Administrator will be responsible for the appointment of the presiding judge and alternate for each polling location subject to the approval of each Participating Authority. The Election Administrator shall arrange for the training and compensation of all presiding judges and clerks. The proposed election judges are listed in Attachment "B", which is attached hereto and incorporated by reference as if fully set forth herein. If a person is unable or unwilling to serve, the Elections Administrator will name a judge for the precinct.

The Elections Administrator will send the Participating Authority an updated version of Attachment B, which reflects the names of judges who were sent the letter requesting services for this election, and a final version of Attachment "B" which reflects the names of the judges who actually presided on the day of the election.

The election judges are responsible for picking up election supplies at the time and place determined by the Elections Department (which will be set forth in the election judge letter requesting services for this election.)

For Election Day staffing of the Polling Locations, the presiding judge will receive up to \$15.00 per hour, alternate judge up to \$14.00 per hour and the election clerks up to \$13.00 per hour (for a maximum of 16 hours). The election workers will receive compensation for attending the election training session and \$40.00 for delivery of ballots and supplies to the designated sites after the polls close.

The Elections Administrator will employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and on Election Day.

VI. EQUIPMENT SUPPLIES AND PRINTING

The Elections Department will arrange for the delivery of programmed and tested equipment to the voting locations. The Participating Authority will provide current district maps. The Elections Administrator will instruct the election judges in the reporting precincts that may have more than one ballot style on the procedures to properly conduct the election.

The Participating Authority will furnish the Elections Administrator a list of candidates and or propositions showing the order and the exact manner in which their names and/or proposition(s) are to appear on the official ballot. The list will be delivered to the Elections Administrator as soon as possible after the Participating Authority has determined ballot positions. The Participating Authority will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

VII. EARLY VOTING

Remi Garza, Elections Administrator, will be appointed as early voting clerk in compliance with Section 31.097 of the Texas Election Code. Deputy early voting clerks will be appointed as needed to conduct early voting at the main and branch locations. Each early voting supervisor will receive up to \$12.00 per hour and the clerks up to \$11.00 per hour. The early voting supervisor and the clerks will receive compensation for attending the election training session and \$30.00 for delivery of election supplies to the designated sites.

Early Voting by personal appearance will be conducted each weekday from Monday, October 19th, 2020 through Friday, October 30th, 2020, at on the intervening weekend depending on location. Please see locations, dates and hours of operation listed for each location in Attachment C:

Persons voting by mail will send their request and voted ballots to: Cameron County Elections Department
P. O. Box 3587
Brownsville, Texas 78523.

All ballots voted by mail will be prepared for counting by an early voting ballot board appointed in accordance with Section 87.001 of the Texas Election Code.

The Participating Authority agrees to appoint Laura Lee Ortiz as presiding judge of the Early Voting Ballot Board. A list of members will be furnished to the Participating Authority. The Early Voting Ballot Board will convene as the Late Ballot Board to consider properly postmarked overseas military ballots to be delivered and any provisional ballots cast.

VIII. RETURNS OF ELECTIONS

The Elections Department will be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The Participating Authority, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoints the following Central Counting Station officials:

Manager	Remi Garza, County Elections Administrator
Presiding Judge	Deborah Sloss
Tabulating Supervisor	Mary Vasquez

The manager or his representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the participating authorities, the press, and general public. Cameron County will operate an election result center (Central Count) to release election results at the County Courthouse, Central Jury Room, 974 East Harrison, Brownsville, Texas. The Participating Authority, upon request, may require release of returns be given only at a specified location other than from the result center.

The Cameron County Elections Department will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Participating Authority as soon as possible after all returns have been tabulated. Each participant will be responsible for the official canvass of their elections.

IX. ELECTION EXPENSES

A general administrative fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100.

Final election expenses will be determined within 45 days after the election. The Elections Administrator will provide each Participating Authority a final accounting in writing of all funds deposited into their account and an accounting of all payments from each Participating Authority's account.

If additional funds are needed, the Elections Administrator will bill each Participating Authority in accordance with the expense formula previously agreed to by the Participating Authority. Any amount remaining will be refunded accordingly to each Participating Authority.

In the event of cancellation of this election, the Elections Administrator may assess charges for costs incurred and services rendered in preparation for the election.

X. DEPOSIT OF FUNDS

The Participating Authority agrees to deposit with the Cameron County Elections Administrator, by no later than September 1, 2020, a sum equal to 60% of the total estimated cost (Attachment D) of election expenses to be paid to Cameron County as administrator of the election. The final payment to be paid within 30 days after receipt of the summary of final cost submitted to the Participating Authority by the Office of the Elections Administrator. The funds will be placed in a special election account to be used by the County for paying expenses as outlined in this agreement. No funds will be expended by Cameron County except for supplies and services outlined in this agreement, or except as may be agreed to, in writing, by the Participating Authority.

The estimated cost is \$ 240,578.80. The amount to be deposited is \$ 144,347.28. Deposits should be delivered to:

Remi Garza
County Elections Administrator
1050 E. Madison
P. O. Box 3587
Brownsville, Texas 78520

XI. RECORDS OF THE ELECTION

Remi Garza, Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records will be available to each Participating Authority as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 954 E. Harrison, Brownsville, Texas, at any time during normal business hours. The Elections Administrator shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container.

Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each Participating Authority, and in accordance with the provisions of Title 6, Subtitle C, Chapters 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Request, the Election Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of any Participating Authority to bring to the attention of the Elections Administrator any notice of any pending election contest, investigation, litigation, or Texas Open Records Request which may be filed with a Participating Authority.

XII. RUNOFF ELECTION

In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff. The Elections Administrator will provide participants in the runoff election with an estimate of funds to be deposited in a runoff election account. The funds must be deposited no later than seven (7) days after the runoff estimate figures are received from the Elections Administrator.

XIII. CONTRACT WITHDRAWAL

The participants may withdraw from the election contract in accordance with Sections 2.051, 2.052 and 2.053 of the Texas Election Code. Any expenditure incurred prior to withdrawal shall be billed separately and shall be removed from the contract (see also Section IX of this contract).

XIV. XIV.NOTICE

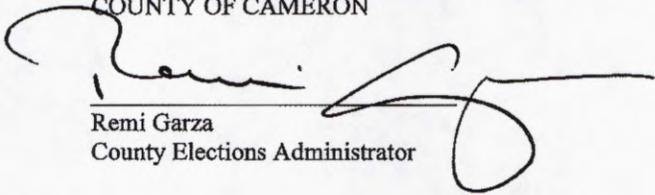
Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it as shown below:

Remi Garza
County Elections Administrator
P. O. Box 3587
Brownsville, Texas 78523

Dr. Rene Gutierrez
Superintendent
1900 E. Price Rd.
Brownsville, Texas 78521

Executed on this _____ day of _____, 2020.

RECOMMENDED FOR APPROVAL BY
COUNTY OF CAMERON


Remi Garza
County Elections Administrator

6 / 22 / 20
Date

ACCEPTED AND AGREED TO BY
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

Dr. Rene Gutierrez
Superintendent

Date

ATTEST:

Date



REMI GARZA, CERA
ELECTIONS ADMINISTRATOR

June 22, 2020

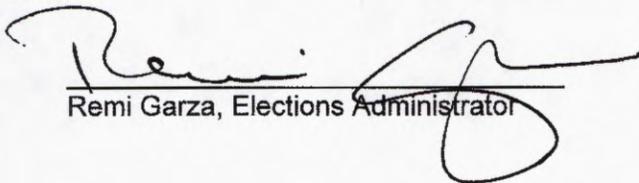
House Bill 2524, SOS Election Advisory No. 2009-14
RE: Conducting Criminal Background Check

PURPOSE:

To secure and ensure the purity of the Elections conducted by the Cameron County Elections/Voter Registration Department.

Certification:

The Cameron County Elections/Voter Registration Office Certifies that a criminal background check has been conducted, in compliance with Texas Election Code § 129.051 (g), enacted by the 81st Texas Legislature in House Bill 2524 and which went into effect on September 1, 2009, on all employees, permanent and temporary, that may program, test, perform maintenance, transport equipment, or perform maintenance, transport equipment, or perform technical support on the voting system equipment for all election has been performed by the Cameron County Office of Human Resources. We report no findings that would prevent our department employees from performing their assigned duties.


Remi Garza, Elections Administrator

Date

CAMERON COUNTY DEPARTMENT OF ELECTIONS & VOTER REGISTRATION
1050 EAST MADISON - BROWNSVILLE, TEXAS 78520 - 956-544-0809/956-550-7298 (F) -
WWW.CO.CAMERON.TX.US



**REPORT OF CONTRACTED EXPENSES FOR THE
COUNTY ELECTIONS SERVICE CONTRACTS**

ELECTIONS SERVICES FOR November 3, 2020 ELECTION
COUNTY, CAMERON, TEXAS, CONTRACTING Brownsville Independent School District

ELECTION	RUNOFF	RECOUNT
<input checked="" type="checkbox"/> ESTIMATE	<input type="checkbox"/> ESTIMATE	<input type="checkbox"/> ESTIMATE
<input type="checkbox"/> FINAL COST	<input type="checkbox"/> FINAL COST	<input type="checkbox"/> FINAL COST

SECTION A		
A1 TAB 1	Letter from Administrator, Report of Contracted Expenses, Deposit	
A2 TAB 2	Jurisdiction voter turnout	
A3 TAB 3	Number of election day polling places (excluding early voting)	41
A4 TAB 4	Number of early voting stations	17
A5 TAB 5	Number of Ballots (include early voting ballots; do not include sample/test ballots)	21,540
A6 TAB 6	Number of Poll Workers	32

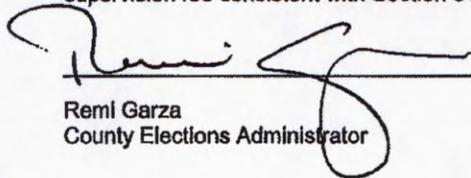
SECTION B

B1 TAB 7	Personnel-Overtime, Extra Help, Additional Extra Help, IT Technical Support, Security, Early Voting, Election Day, Trainings, Delivery, Ballot Boards, Central Count, Phone Banking (6004, 6005, 6006, 6007, 6008, 6011, 6012)	\$ <u>135,000.00</u>
B2 TAB 8	Election Supplies (6014, 4607)	\$ <u>12,000.00</u>
B3 TAB 9	Transportation of Voting equipment, supplies and mlieage (6016, 6050)	\$ <u>2,500.00</u>
B4 TAB 10	Professional Services (6045)	\$ <u>5,000.00</u>
B5 TAB 11	Network Communications & Mobile Phones (6048, 6047)	\$ <u>4,500.00</u>
B6 TAB 12	Postage (6049)	\$ <u>1,000.00</u>
B7 TAB 13	Advertising (6054)	\$ <u>3,500.00</u>
B8 TAB 14	Printing & Binding (Ballots Only 6055)	\$ <u>24,708.00</u>
B9 TAB 15	Real Estate & Equipment Rental (6068, 6069)	\$ <u>1,500.00</u>
B10 TAB 16	Rental of County owned equipment per unit or electronic voting system equipment installed at the polling locations and central Counting station (DS200, DS450 and Automarks (4607)	\$ <u>22,500.00</u>
B11 TAB 17	Data Processing (6077)	\$ <u>4,000.00</u>
B12 TAB 18	Miscellaneous (any expenses legally necessary for the conduct of the election which cannot be reported elsewhere in the report)(6014,6025, 6033)	\$ <u>2,500.00</u>

SECTION B CONTINUED

Total Cost of Contracted Expenses	\$ <u>218,708.00</u>
County Election Services Contract Admin Fee (up to the total contracted expenses)	\$ <u>21,870.80</u>
Total Cost of Contracted Election	\$ <u>240,578.80</u>
Applied Deposit	\$ <u>0.00</u>
Final Amount Due	\$ <u>240,578.80</u>

I, Remi Garza, Elections Administrator, Hereby Certify that the cost on this invoice are true and correct representation of the actual expenses directly attributable to the election services provided to Cameron County, Texas Brownsville Independent School, contracting entity and the 10% general supervision fee consistent with Section 31.100, Texas Election


 Remi Garza
 County Elections Administrator

4/19/20
 Date

**Notice of Early Voting Locations for the General Election
to be held on November 3, 2020**

Early voting by personal appearance will be conducted at the following locations, dates, and times:

LOCATION	ADDRESS	DATES	TIMES
Main Branch	Cameron County Courthouse Former Elections Dept. 954 E. Harrison St. Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	8:00 a.m. to 8:00 p.m.
		Sunday, Oct. 28	9:00 a.m. to 2:00 p.m.
		Monday, Oct. 29 thru Friday, Nov. 2	8:00 a.m. to 8:00 p.m.
Brownsville Public Library	2600 Central Blvd. Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Southmost Public Library	4320 Southmost Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
BISD Administrative Bldg.	1900 E. Price Road Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Cameron Park Community Center (El Centro Cultural)	2100 Gregory Ave. Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Harlingen County Annex Bldg.	Justice of the Peace Courtroom 3302 Wilson Rd. Harlingen, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
San Benito Community Bldg.	210 E. Heywood St. San Benito, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Port Isabel City Hall	305 E. Maxan St. Port Isabel, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
La Feria Fire Station	200 E. Business 83 La Feria, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Los Fresnos Community Center	204 N. Brazil Los Fresnos, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
New Horizon Medical Center	191 E. Price Rd. Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
		Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
		Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.

**Notice of Early Voting Locations for the General Election
to be held on November 3, 2020**

Harlingen Cultural Arts Center	576 "76" Dr. Harlingen, Texas	Saturday, Oct. 27	10:00 a.m. to 2:00 p.m.
		Sunday, Oct. 28	CLOSED
		Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Good Shepherd Community Church	300 W. Morrison Rd. Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26 Saturday, Oct. 27	9:00 a.m. to 6:00 p.m. 10:00 a.m. to 2:00 p.m.
Cameron County Levee Bldg.	835 E. Levee St. Conference Room 2nd Floor Brownsville, Texas	Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Rio Hondo ISD Administrative Bldg.	215 W. Colorado St. Rio Hondo, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
Santa Rosa Maria Luisa Ruiz Guerra County Annex Bldg.	116 Santa Vista Ave. Santa Rosa, Texas	Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
Santa Maria ISD Administrative Bldg. Board Room	11119 Old Military Hwy 281 Santa Maria, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
Riverside Middle School	35428 Padilla St. San Benito, Texas	Saturday, Oct. 27 Sunday, Oct. 28	10:00 a.m. to 6:00 p.m. 10:00 a.m. to 2:00 p.m.
Texas State Technical College	Student Center (VIP Room) 1902 N. Loop Harlingen, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
Valley Baptist Medical Center	2101 Pease St. Harlingen, Texas	Monday, Oct. 29 thru Wednesday, Oct. 31	9:00 a.m. to 6:00 p.m.
Town of Rancho Viejo City Hall	3301 Carmen Ave. Rancho Viejo, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
Bob Clark Social Service Center	9901 California Rd. Brownsville, Texas	Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
University of Texas RGV	La Sala at the Student Union 650 E. Ringgold Rd. Brownsville, Texas	Monday, Oct. 22 thru Friday, Oct. 26	9:00 a.m. to 6:00 p.m.
Texas Southmost College	Mary Rose Cardenas South Room 115 80 Fort Brown Brownsville, Texas	Monday, Oct. 29 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.
South Padre Island City Hall	4601 Padre Blvd. South Padre Island, Texas	Monday, Oct. 22 thru Friday, Oct. 26 Saturday, Oct. 27	9:00 a.m. to 6:00 p.m. 10:00 a.m. to 2:00 p.m.
Valley Baptist Medical Center	1040 W. Jefferson St. Brownsville, Texas	Monday, Oct. 29 thru Wednesday, Oct. 31	9:00 a.m. to 6:00 p.m.
Valley Regional Medical Center	100A E. Alton Gloor Blvd. Brownsville, Texas	Thursday, Nov. 1 thru Friday, Nov. 2	9:00 a.m. to 6:00 p.m.

BROWNSVILLE ISD ELECTION
 LIST OF POLLING PLACES
 NOVEMBER 3, 2020

Attachment A

PCT.	SITE	ADDRESS	CITY
Part 4	Villarreal Elementary School	7770 E. Lakeside	Olmito
5	Victoria Elementary School	2801 E.13th St.	Brownsville
6	Career and Technical Education Bldg.	1351 E. Polk St.	Brownsville
7	UTRGV at Brownsville-La Sala Student Union	650 E. Ringgold St.	Brownsville
8	Resaca Elementary School	901 E. Filmore St.	Brownsville
9	Annie Putegnat Elementary School	730 E. 8th St.	Brownsville
10	Cromack Elementary School	3200 E. 30th St.	Brownsville
11	Skinner Elementary School	411 W. St. Charles St.	Brownsville
12	Russell Elementary School	800 Lakeside	Brownsville
13	Central Administration Building	708 Palm Blvd.	Brownsville
Part 14	Bob Clark Social Service Center	9901 California Rd.	Brownsville
15	R.L. Martin Elementary School	1701 Stanford St.	Brownsville
16	Villa Nueva Elementary School	7455 Old Military Road	Brownsville
Part 17	La Encantada School	35001 FM 1577	San Benito
37	J.T. Canales Elementary School	1811 E. 18th St.	Brownsville
38, 97	Sharp Elementary School	1439 Palm Blvd.	Brownsville
45	Faulk Middle School	2200 Roosevelt St.	Brownsville
46, 86, 101	Gonzalez Elementary School	4350 Coffeeport Rd.	Brownsville
47	Stell Middle School	1105 Los Ebanos St.	Brownsville
Part 48	Yturria Elementary School	2955 W. Tandy Rd.	Brownsville
49, 107	VICC Recreational Center (La Fuente Room)	300 McFadden Rd.	Brownsville
Part 50	Ed Downs Elementary School	1302 N. Dick Dowling	San Benito
53	Besteiro Middle School	6280 Southmost Rd.	Brownsville
54	Burns Elementary School	1974 E. Alton Gloor Rd.	Brownsville
60, 69	Del Castillo Elementary School	105 Morningside Rd.	Brownsville
61, 106	Hudson Elementary school	2920 FM 802	Brownsville
62	James Pace High School	314 W. Los Ebanos Blvd.	Brownsville
63	Oliveira Middle School	444 Land O' Lakes Dr.	Brownsville
68	Rivera High School	6955 FM 802	Brownsville
70	Brownsville Public Library-Southmost Branch	4320 Southmost Rd.	Brownsville
71	Perkins Middle School	4750 Austin Rd.	Brownsville
72	Paredes Elementary School	3700 Heritage Trail	Brownsville
73	Ideal School	4395 Paredes Line Rd.	Brownsville
Part 74	Cameron Park Community Center (El Centro Cultural)	2100 Gregory Ave.	Brownsville
75	Garden Park Elementary School	855 Military Highway	Brownsville
76	Hanna High School	2615 Price Rd.	Brownsville
77	Garza Elementary School	200 Esperanza Ln.	Brownsville
82	El Jardin Elementary School	6911 Boca Chica Blvd.	Brownsville
96	Perez Elementary School	2514 Shidler Dr	Brownsville
98	Benavidez Elementary School	3101 McAllen Rd.	Brownsville
Part 102	Raquel Pena Elementary School	4975 Salida de la Luna	Brownsville



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 06/25/20

Item Title: Subscription Agreement between X Action
Ellevation Education & B.I.S.D. for Information
Compliance and Instructional Discussion
Strategies for English Learners

BACKGROUND:

State Bilingual Education funds support English Learners to attain English proficiency, develop academic achievement in core academic subjects, and meet the challenging state academic standards. The renewal of the Ellevation system will provide the support to monitor the ~15,000 English learners' grades, attendance, discipline, and academic progress. The system will also provide the instructional strategies that teachers of English learners can implement with their students as instruction is delivered face to face or online. To promote the use of these instructional strategies, the Bilingual Department has connected these strategies with the Badges system to provide teachers badges as they complete the performance based instructional strategies modules.

FISCAL IMPLICATIONS:

Categorical funds: State Bilingual Categorical Funds	\$120,937.50
Categorical funds: State Bilingual Categorical 10% Funds	\$129,037.50
	<u>\$249,975.00</u>

RECOMMENDATION:

Recommend approval to enter into the subscription agreement and pay for the Ellevation Software system in the amount of \$249,975.00 for the 2020-2021 school year from State Bilingual Categorical Funds.

Approved for Submission to Board of Education:


Submitted by: Carlos Olvera
Bilingual/ESL/Title III Director


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

Eric Austin

Subject: FW: GF Contracts/MOU - Subscription Agreement between Elevation Education and
BISD For Compliance & Instructional Strategies for English Learners

From: Baltazar Salazar <balsalazar@sbcglobal.net>

Sent: Monday, June 22, 2020 9:30 AM

To: Roxanne Eckstein <reckstein@bisd.us>

Cc: Minerva Almanza <malmazan1@bisd.us>; Sara Celis <scelis@bisd.us>

Subject: Re: GF Contracts/MOU - Subscription Agreement between Elevation Education and BISD For Compliance &
Instructional Strategies for English Learners

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.

Roxanne,

I have reviewed and approve the agreement 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 Monday, June 22, 2020, 08:50:30 AM CDT, Roxanne Eckstein <reckstein@bisd.us> wrote:

Mr. Salazar,

Please see the attached for your approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-1039.

Sincerely,

Roxy Eckstein

Paralegal to Miguel Salinas

Brownsville Independent School District



Roxy Eckstein
Paralegal

1900 Price Road, Suite 302
Brownsville, Texas 78521

(956) 698-1039
Fax (956) 548-8115
reckstein@bisd.us

Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.1039

Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521

 **Go Green! Please do not print unless completely necessary.**

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This email and any files transmitted with it are the property of the Brownsville Independent School District, are confidential, and are intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this email is strictly prohibited.

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.

Ellevation Subscription Agreement

This Subscription Agreement ("Agreement") is being entered into between Ellevation Inc., having an address at 38 Chauncy Street, Boston, Massachusetts 02111 ("Ellevation") and the Company Name identified as "Customer" below. Customer understands that this Agreement is governed by the Terms and Conditions attached hereto as **Exhibit A**, which are incorporated herein by reference. In the event of any conflict between this Agreement and **Exhibit A**, the terms of this Agreement shall control. This Agreement is effective as of the Subscription Start Date set forth below

Company: Ellevation Education	Customer: Brownsville Independent School District, TX
Representative: Hirva Raj	Contact Name: Carlos Olvera
Email: hirva.raj@ellevationeducation.com	Email: mrolvera@bisd.us
Phone: 617-307-5755	Phone: (956) 548-8271
Address: 38 Chauncy St, 9th Floor, Boston, MA 02111	Address: 1900 Price Road, Brownsville, TX 78521
Start Date: 7/1/2020	End Date: 6/30/2021

Annual Fee

Product	Quantity	Total Fees
Ellevation Strategies with Dual Language and Professional Development Includes 12 Online Training Sessions	15,500	\$120,937.50

Subscription Total.	\$120,937.50
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Total Investment

Grand Total:	\$120,937.50
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Invoicing Schedule: Up Front, In Full Payment Term: Net 30 Contract Term: 12

1 Definitions.

- 1.1 The **"Platform"** is Ellevation's proprietary, Internet-delivered SaaS platform of servers, software and related technology that is hosted, served or managed by Ellevation or Ellevation's third-party service provider, and furnished to Customer under this Agreement. The Platform provides for the ability for Customer to: (1) utilize Ellevation's proprietary data management system for English Language Learners or "ELLs"; (2) access reporting tools related to the productivity and performance of Customer's ELLs; and (3) utilize instructional content for Customer's ELLs.
- 1.2 **"Customer User"** shall mean any of Customer's authorized users of the Platform.
- 2 **Services.** Ellevation agrees to deliver the software and perform the services described in any Statement of Work ("SOW") which may be issued hereunder from time to time, and any such SOW are incorporated into this Agreement by reference (the **"Services"**).
- 3 **Fees and Payment.** Customer will pay the Subscription Fees and any related fees, as applicable, as set forth in Customer's Subscription Agreement. All invoices are payable within thirty (30) calendar days following receipt by Customer. Past due amounts are subject a late payment charge, until paid, at the rate of One and a Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.
- 4 **Term and Renewal.** The term of this Agreement shall be for an initial term of twelve (12) months commencing on the Effective Date of this Agreement unless otherwise expressly stated in the Agreement ("the **"Initial Subscription Term"**"). Following expiration of the Initial Subscription Term, Customer's subscription will automatically renew for successive twelve (12) month renewal terms (each a **"Renewal Term"**) unless either party provides written notice of non-renewal at least thirty (30) calendar days prior to the expiration of the Initial Subscription Term or any subsequent Renewal Term. The Initial Subscription Term and Renewal Term(s) shall be collectively referred to herein as **"Term."** Ellevation may raise the Subscription Fees any time after the expiration of the Initial Subscription Term with such increases effective thirty (30) days following advance written notice to Customer.

5 License Grant

- 5.1 **Customer Users** Ellevation will provide user account(s) for the number of authorized Customer's Users.
- 5.2 **Permitted Use** During the Term of this Agreement, Ellevation hereby grants Customer a worldwide, non-exclusive, non-transferable right to access, use the features and functionality of the Platform solely for Customer's educational purposes, subject to the terms and conditions of this Agreement. All rights not granted in this Agreement are reserved by Ellevation.
- 5.3 **Prohibited Use** Customer will not (and will ensure that Customer Users do not): (a) use the Platform other than in compliance with this Agreement and applicable federal, state, and local laws; (b) "frame," distribute, resell, or permit access to the Platform by any unauthorized third party; (c) interfere with the Platform or disrupt any other user's access to the Platform; (d) attempt to gain unauthorized access to the Platform, or attempt to discover the underlying source code or structure of the Platform, or otherwise reverse engineer the Platform; (f) submit to the Platform any content or data that is: false, misleading, defamatory, threatening, or which could otherwise constitute hate speech; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of "spam"; (g) submit to the Platform any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Platform.

Customer must also ensure that: (a) it provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; and (d) that neither Customer nor any Customer User will impersonate another user of the Platform or provide false identity information to gain access to or use the Platform.

6 Ownership and Rights

- 6.1 **Ownership of Customer Content.** Customer retains all right, title and interest in: (i) any data, files, attachments, text, images, and other content that Customer or a Customer User uploads or submits to the Platform under this Agreement; and (ii) any reports produced by Customer in connection with use of the Platform (collectively, **"Customer Content"**).
- 6.2 **Limited Use of Customer Content by Ellevation.** During the Term, Customer hereby grants Ellevation the right to use and transmit the Customer Content for purposes of: (a) making Customer Content available for viewing and downloading by Customer Users. During the Term and thereafter, Customer grants Ellevation the right to use the Customer Content solely on an aggregated, de-identified basis, to (i) improve its educational products for the purposes of adaptive and customized learning; (ii) demonstrate the effectiveness of its products (in terms of benchmarks, trends, statistics, and comparisons) for purposes of promotion, marketing, and sale of its products and services; and (iii) for the development and improvement of its educational sites, services, or applications.
- 6.3 **Ownership of Platform.** As between the parties, Ellevation retains all right, title and interest (including all intellectual property and proprietary rights therein) in and to the following but excluding any Customer Content: (a) the Platform 182

and the technology and software used to provide it; (b) all electronic and print documentation and other content made available or collected through the Platform; and (c) all data or information contained in or derived from the Platform (collectively, "Ellevation Data"). Subsections (a), (b) and (c) are defined as the "Ellevation IP". Except as expressly set forth in this Agreement, Ellevation shall have the right to use or disclose the Ellevation IP including the Ellevation Data at its sole discretion. In addition, except for Customer's rights to access and use the Platform set forth in this Agreement, nothing in this Agreement licenses or conveys any right to the Ellevation IP to anyone, including Customer

6.4 **Feedback.** Ellevation will have a perpetual right but not the obligation to use and incorporate into the Platform any feedback or suggestions for enhancement that Customer provides to Ellevation concerning the Platform ("Feedback"), without any obligation of compensation. Customer hereby acknowledges that Feedback shall be considered Ellevation IP.

7 **Confidentiality and Data Security.**

7.1 **Confidentiality.** As used herein, the "Confidential Information" of a party (the "Disclosing Party") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other party ("Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, Confidential Information includes but is not limited to, the terms and conditions of this Agreement; pricing for the Platform; and information about Ellevation's tools and features. Except as expressly permitted in this Agreement, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this Agreement (including, in the case of Ellevation, to provide the Platform).

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (x) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (y) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (z) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party. For the sake of clarity Confidential Information does not include information independently acquired by the newsroom of or the editorial staff of Ellevation or any of its related companies. The Receiving Party will return or destroy all Confidential Information upon the Disclosing Party's request after the termination or expiration of this Agreement and (if requested by the Disclosing Party) certify such return or destruction in writing.

7.2 **Confidentiality of Student Records.** Customer appoints Ellevation a "school official" as that term is used in the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq., and determines that Ellevation has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement. Ellevation agrees to be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its collection, use and handling of personally identifiable student data. Ellevation will use personally identifiable student data only to fulfill the Services in performance of this Agreement, and as permitted pursuant to Section 6.2 of this Agreement, will only share personally identifiable student data with its third-party vendors as necessary to fulfill the Services in performance of this Agreement.

7.3 **Data Security.** Ellevation deploys commercially reasonable security precautions intended to protect against unauthorized access to Customer data, including Personal Information, stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees. *Personal Information* shall mean an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal Information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

7.4 **Notification of Breach.** Both parties agree to promptly notify the other party of any breach, or attempted breach, of security that such party knows of, or reasonably believes to know of, that may affect Customer Content on the Platform.

7.5 **Legal Requests for Data.** If Ellevation receives a court order or subpoena for Customer Content, Ellevation agrees to provide the Customer with a copy of such court order or subpoena within two (2) business days of its receipt of it and shall notify the Customer of the content of any testimony or information to be provided and provide the Company with copies of all documents to be produced.

8 Representation and Warranties; Disclaimers

8.1 Ellevation Representations and Warranties. Ellevation warrants that:

(a) it has the necessary authority to enter into this Agreement;

(b) it owns or has the right to use all intellectual property required by the Platform, including but not limited to any necessary trademark, copyright or patent rights;

(c) it will provide the Platform and related services in a professional and workmanlike manner and in accordance with the specifications set forth in any Statement of Work issued hereunder;

(d) it will comply with all applicable laws that apply to the Platform, including applicable laws regarding access to government records in the state where Customer is located; and

8.2 Customer Representations and Warranties. Customer hereby represents and warrants that: (a) it has the necessary authority to enter into this Agreement; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the Platform and to grant Ellevation the rights to use Customer Content set forth in Section 6.2; (c) any materials uploaded to the Platform does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws that apply to its performance under this Agreement.

8.3 Disclaimer. Customer acknowledges that, as an internet-delivered software application, the Platform may experience periods of downtime, including but not limited to due to scheduled maintenance, and third-party service outages. Accordingly, ELLEVATION DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

ELLEVATION WARRANTS TO CUSTOMER THAT THE PLATFORM SHALL OPERATE IN SUBSTANTIAL CONFORMITY WITH THE DOCUMENTATION; OTHERWISE, ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, INCLUDING ITS DOCUMENTATION, THE PLATFORM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE PLATFORM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY

9 Drug Free Workplace. Ellevation provides a drug-free workplace for its employees, including; (i) posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Ellevation's workplace and disciplinary action may be taken for violations of such prohibition; (ii) stating in all job solicitations or advertisements for employees placed by or on behalf of Ellevation that it maintains a drug-free workplace; and (iii) going forward, it shall include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section 9, "drug-free workplace" means a site for the performance of work done in connection with this contract where the employees of Instructure are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10 Insurance. Ellevation shall provide professional liability insurance with amounts of no less than \$1,000,000.00 per incident and \$2,000,000.00 per aggregate.

Upon written request, Ellevation shall file with the District a Certificate of Insurance. The Certificate of Insurance shall include the liability coverage limits, dates of coverage, coverage of the Ellevation and its agents, and a clause which names the District as an additional insured for claims arising under this Agreement.

11 Termination.

11.1 Termination. Either party may terminate this Agreement immediately if (i) the other party breaches any material provision and fails to cure its breach within twenty (20) days after receiving the other party's written notice identifying the breach, and/or (ii) for any or no reason, upon sixty (60) days' prior written notice. In addition, Ellevation may suspend Customer's access to the Platform immediately if Customer fails to make a payment for more than thirty (30) calendar days following its due date

11.2 Treatment of Customer Content at Termination. Customer shall have sixty (60) days following the termination or expiration of this Agreement to provide Ellevation with a written request for a one-time, delimited file export of its data from the Platform via SFTP. Regardless of whether Customer timely requests a one-time export within this 60-day period and except as otherwise provided in Section 6.2 above, within sixty (60) days of the termination or expiration of this Agreement, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the Platform, including any such data stored in Ellevation's backup systems.

12 Indemnification

12. Ellevation will defend, indemnify and hold harmless Customer and its employees and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the Platform, or Customer's use thereof in accordance with this Agreement, infringes or violates any copyright, trademark, U.S. patent, or other proprietary right of any third party; provided, that Ellevation will not be obligated under this sentence to the extent any such infringement or violation arises from use of the Platform in combination with technology or services not provided by Ellevation and/or from use of the Platform and/or the Ellevation Network in violation of the terms and conditions set forth in this Agreement.
- 13 **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, NEITHER PARTY'S TOTAL, AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (EXCLUDING WITHOUT LIMITATION CLAIMS FOR INDEMNIFICATION UNDER SECTION 10) WILL NOT EXCEED THE FEES ACTUALLY PAID TO ELLEVATION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- 14 **Notices.** All notices under this Agreement must be in writing and sent via email to notices@ellevationeducation.com and, if to Customer at the email address provided in Customer's Subscription Agreement
- 15 **Entire Agreement.** The Subscription Agreement together with these Terms and Conditions represent the entire agreement between the parties regarding Customer's use of the Platform and related matters addressed in this Agreement, and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters
- 16 **Assignment.** Ellevation may not assign this Agreement without Customer's prior written consent, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment of this Agreement to the acquirer of all or substantially all of Ellevation's assets provided that such successor agrees to be bound by all of the terms and conditions hereof.
- 17 **Force Majeure.** Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable (e.g., technology malfunctions, outages of Internet Service; outages in third party hosted services), or any other Force Majeure events. "Force Majeure" events will mean: armed conflicts, famine, floods, Acts of God, labor strikes or shortages, governmental decree or regulation, court order, severe weather, fire, earthquake, acts of terrorism, failure of suppliers, unavailability of communications transport facilities and breakdowns in communications transport facilities; provided however, that this provision does not apply to Customer's obligations to make payments hereunder.
- 18 **Miscellaneous.** This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state; provided that jurisdiction for any dispute that arises hereunder shall be in the state and federal courts of Brownsville, Cameron County Texas. In the event a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties agree that the court shall modify such provision(s) to make such provision(s) and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable. This Agreement can only be modified by a writing signed by both parties. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically will be deemed to be their original signatures for any purpose whatsoever.

ELLEVATION INC.

By: 

Name: Edward Rice

Title: President & Co-Founder

Date: June 18, 2020

Brownsville Independent School District, TX

By: _____

Name: _____

Title: _____

Date: _____



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 548-8000

Dr. René Gutiérrez
Superintendent

Item Description:

**Subscription Agreement between
Ellevation Education & Brownsville I.S.D.
Compliance & Instructional Strategies
For English Learners**

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.

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This Subscription Agreement ("Agreement") is being entered into between Ellevation Inc., having an address at 38 Chauncy Street, Boston, Massachusetts 02111 ("Ellevation") and the Company Name identified as "Customer" below. Customer understands that this Agreement is governed by the Terms and Conditions attached hereto as **Exhibit A**, which are incorporated herein by reference. In the event of any conflict between this Agreement and **Exhibit A**, the terms of this Agreement shall control. This Agreement is effective as of the Subscription Start Date set forth below

Company: Ellevation Education	Customer: Brownsville Independent School District, TX
Representative: Hirva Raj	Contact Name: Carlos Olvera
Email: hirva.raj@ellevationeducation.com	Email: mrolvera@bisd.us
Phone: 617-307-5755	Phone: (956) 548-8271
Address: 38 Chauncy St, 9th Floor, Boston, MA 02111	Address: 1900 Price Road, Brownsville, TX 78521
Start Date: 7/1/2020	End Date: 6/30/2021

Annual Subscription Fees

Product	Quantity	Unit Price	Discount	Total Fees
Ellevation (TX)	15,500	\$9.25	10 %	\$129,037.50
Subscription Savings:				\$14,337.50
Subscription Total:				\$129,037.50

Services Fees

Services Total:	\$0.00
-----------------	--------

Total Investment

Savings Total:	\$14,337.50
Grand Total:	\$129,037.50

Invoicing Schedule: Up Front, In Full **Payment Term:** Net 30 **Contract Term:** 12

1 Definitions.

- 1.1 The "**Platform**" is Ellevation's proprietary, Internet-delivered SaaS platform of servers, software and related technology that is hosted, served or managed by Ellevation or Ellevation's third-party service provider, and furnished to Customer under this Agreement. The Platform provides for the ability for Customer to: (1) utilize Ellevation's proprietary data management system for English Language Learners or "ELLs"; (2) access reporting tools related to the productivity and performance of Customer's ELLs; and (3) utilize instructional content for Customer's ELLs.
- 1.2 "**Customer User**" shall mean any of Customer's authorized users of the Platform.
- 2 **Services.** Ellevation agrees to deliver the software and perform the services described in any Statement of Work ("SOW") which may be issued hereunder from time to time, and any such SOW are incorporated into this Agreement by reference (the "**Services**").
- 3 **Fees and Payment.** Customer will pay the Subscription Fees and any related fees, as applicable, as set forth in Customer's Subscription Agreement. All invoices are payable within thirty (30) calendar days following receipt by Customer. Past due amounts are subject a late payment charge, until paid, at the rate of One and a Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.
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Ellevation may raise the Subscription Fees any time after the expiration of the Initial Subscription Term with such increases effective thirty (30) days following advance written notice to Customer.

5 License Grant

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- 5.3 **Prohibited Use** Customer will not (and will ensure that Customer Users do not): (a) use the Platform other than in compliance with this Agreement and applicable federal, state, and local laws; (b) "frame," distribute, resell, or permit access to the Platform by any unauthorized third party; (c) interfere with the Platform or disrupt any other user's access to the Platform; (d) attempt to gain unauthorized access to the Platform, or attempt to discover the underlying source code or structure of the Platform, or otherwise reverse engineer the Platform; (f) submit to the Platform any content or data that is: false, misleading, defamatory, threatening, or which could otherwise constitute hate speech; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of "spam"; (g) submit to the Platform any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Platform.

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- 6.2 **Limited Use of Customer Content by Ellevation.** During the Term, Customer hereby grants Ellevation the right to use and transmit the Customer Content for purposes of: (a) making Customer Content available for viewing and downloading by Customer Users. During the Term and thereafter, Customer grants Ellevation the right to use the Customer Content solely on an aggregated, de-identified basis, to (i) improve its educational products for the purposes of adaptive and customized learning; (ii) demonstrate the effectiveness of its products (in terms of benchmarks, trends, statistics, and comparisons) for purposes of promotion, marketing, and sale of its products and services; and (iii) for the development and improvement of its educational sites, services, or applications.
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- 7.1 **Confidentiality.** As used herein, the "Confidential Information" of a party (the "Disclosing Party") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other party ("Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, Confidential Information includes but is not limited to, the terms and conditions of this Agreement; pricing for the Platform; and information about Ellevation's tools and features. Except as expressly permitted in this Agreement, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this Agreement (including, in the case of Ellevation, to provide the Platform).

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (x) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (y) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (z) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party. For the sake of clarity Confidential Information does not include information independently acquired by the newsroom of or the editorial staff of Ellevation or any of its related companies. The Receiving Party will return or destroy all Confidential Information upon the Disclosing Party's request after the termination or expiration of this Agreement and (if requested by the Disclosing Party) certify such return or destruction in writing.

- 7.2 **Confidentiality of Student Records.** Customer appoints Ellevation a "school official" as that term is used in the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq., and determines that Ellevation has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement. Ellevation agrees to be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its collection, use and handling of personally identifiable student data. Ellevation will use personally identifiable student data only to fulfill the Services in performance of this Agreement, and as permitted pursuant to Section 6.2 of this Agreement, will only share personally identifiable student data with its third-party vendors as necessary to fulfill the Services in performance of this Agreement.
- 7.3 **Data Security.** Ellevation deploys commercially reasonable security precautions intended to protect against unauthorized access to Customer data, including Personal Information, stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees. *Personal Information* shall mean an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal Information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.
- 7.4 **Notification of Breach.** Both parties agree to promptly notify the other party of any breach, or attempted breach, of security that such party knows of, or reasonably believes to know of, that may affect Customer Content on the Platform.
- 7.5 **Legal Requests for Data.** If Ellevation receives a court order or subpoena for Customer Content, Ellevation agrees to provide the Customer with a copy of such court order or subpoena within two (2) business days of its receipt of it and shall notify the Customer of the content of any testimony or information to be provided and provide the Company with copies of all documents to be produced.

8 Representation and Warranties; Disclaimers

8.1 Ellevation Representations and Warranties. Ellevation warrants that:

(a) it has the necessary authority to enter into this Agreement;

(b) it owns or has the right to use all intellectual property required by the Platform, including but not limited to any necessary trademark, copyright or patent rights;

(c) it will provide the Platform and related services in a professional and workmanlike manner and in accordance with the specifications set forth in any Statement of Work issued hereunder;

(d) it will comply with all applicable laws that apply to the Platform, including applicable laws regarding access to government records in the state where Customer is located; and

8.2 Customer Representations and Warranties. Customer hereby represents and warrants that: (a) it has the necessary authority to enter into this Agreement; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the Platform and to grant Ellevation the rights to use Customer Content set forth in Section 6.2; (c) any materials uploaded to the Platform does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws that apply to its performance under this Agreement.

8.3 Disclaimer. Customer acknowledges that, as an internet-delivered software application, the Platform may experience periods of downtime, including but not limited to due to scheduled maintenance, and third-party service outages. Accordingly, ELLEVATION DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

ELLEVATION WARRANTS TO CUSTOMER THAT THE PLATFORM SHALL OPERATE IN SUBSTANTIAL CONFORMITY WITH THE DOCUMENTATION; OTHERWISE, ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, INCLUDING ITS DOCUMENTATION, THE PLATFORM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE PLATFORM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY

9 Drug Free Workplace. Ellevation provides a drug-free workplace for its employees, including; (i) posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Ellevation's workplace and disciplinary action may be taken for violations of such prohibition; (ii) stating in all job solicitations or advertisements for employees placed by or on behalf of Ellevation that it maintains a drug-free workplace; and (iii) going forward, it shall include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section 9, "drug-free workplace" means a site for the performance of work done in connection with this contract where the employees of Instructure are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10 Insurance. Ellevation shall provide professional liability insurance with amounts of no less than \$1,000,000.00 per incident and \$2,000,000.00 per aggregate.

Upon written request, Ellevation shall file with the District a Certificate of Insurance. The Certificate of Insurance shall include the liability coverage limits, dates of coverage, coverage of the Ellevation and its agents, and a clause which names the District as an additional insured for claims arising under this Agreement.

11 Termination.

11.1 Termination. Either party may terminate this Agreement immediately if (i) the other party breaches any material provision and fails to cure its breach within twenty (20) days after receiving the other party's written notice identifying the breach, and/or (ii) for any or no reason, upon sixty (60) days' prior written notice. In addition, Ellevation may suspend Customer's access to the Platform immediately if Customer fails to make a payment for more than thirty (30) calendar days following its due date

11.2 Treatment of Customer Content at Termination. Customer shall have sixty (60) days following the termination or expiration of this Agreement to provide Ellevation with a written request for a one-time, delimited file export of its data from the Platform via SFTP. Regardless of whether Customer timely requests a one-time export within this 60-day period and except as otherwise provided in Section 6.2 above, within sixty (60) days of the termination or expiration of this Agreement, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the Platform, including any such data stored in Ellevation's backup systems.

12 Indemnification

- 12.1 Ellevation will defend, indemnify and hold harmless Customer and its employees and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the Platform, or Customer's use thereof in accordance with this Agreement, infringes or violates any copyright, trademark, U.S. patent, or other proprietary right of any third party; provided, that Ellevation will not be obligated under this sentence to the extent any such infringement or violation arises from use of the Platform in combination with technology or services not provided by Ellevation and/or from use of the Platform and/or the Ellevation Network in violation of the terms and conditions set forth in this Agreement.
- 13 **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, NEITHER PARTY'S TOTAL, AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (EXCLUDING WITHOUT LIMITATION CLAIMS FOR INDEMNIFICATION UNDER SECTION 10) WILL NOT EXCEED THE FEES ACTUALLY PAID TO ELLEVATION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- 14 **Notices.** All notices under this Agreement must be in writing and sent via email to notices@ellevationeducation.com and, if to Customer at the email address provided in Customer's Subscription Agreement
- 15 **Entire Agreement.** The Subscription Agreement together with these Terms and Conditions represent the entire agreement between the parties regarding Customer's use of the Platform and related matters addressed in this Agreement, and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters
- 16 **Assignment.** Ellevation may not assign this Agreement without Customer's prior written consent, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment of this Agreement to the acquirer of all or substantially all of Ellevation's assets provided that such successor agrees to be bound by all of the terms and conditions hereof.
- 17 **Force Majeure.** Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable (e.g., technology malfunctions, outages of Internet Service; outages in third party hosted services), or any other Force Majeure events. "Force Majeure" events will mean: armed conflicts, famine, floods, Acts of God, labor strikes or shortages, governmental decree or regulation, court order, severe weather, fire, earthquake, acts of terrorism, failure of suppliers, unavailability of communications transport facilities and breakdowns in communications transport facilities; provided however, that this provision does not apply to Customer's obligations to make payments hereunder.
- 18 **Miscellaneous.** This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state; provided that jurisdiction for any dispute that arises hereunder shall be in the state and federal courts of Brownsville, Cameron County Texas. In the event a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties agree that the court shall modify such provision(s) to make such provision(s) and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable. This Agreement can only be modified by a writing signed by both parties. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically will be deemed to be their original signatures for any purpose whatsoever.

ELLEVATION INC.

By: 

Name: Edward Rice

Title: President & Co-Founder

Date: June 18, 2020

Brownsville Independent School District, TX

By: _____

Name: _____

Title: _____

Date: _____



Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 548-8000

Dr. René Gutiérrez
Superintendent

Item Description:

**Subscription Agreement between
Ellevation Education & Brownsville I.S.D.
Compliance & Instructional Strategies
For English Learners**

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.