Brownsville Independent School District

Board of Trustees

Regular Board Meeting
September 1, 2020
5:30 PM

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

A G E N D A

I. Meeting Called to Order.
II. Moment of Silence.
III. Pledge of Allegiance.
IV. Roll Call:
V. Recommend approving the **agenda** of the **Regular Board Meeting of Tuesday, September 1, 2020** with any corrections/deletions.
VI. **Superintendent's Report: * SB1566**
A. **Conference Presentations:**

1. Recognition of Campus Teachers of the Year for the 2019-2020 School Year. 7
2. Recognition of District Elementary and Secondary Teachers of the Year for the 2019-2020 School Year. 8
3. Recognition of Certificate of Achievement for Excellence in Financial Reporting 9
4. Discussion of BISD policy EGBAB(legal) on ARD Meetings and IEP's for Special Education as it related to the August 10, 2020 Cameron County Health Order. 10
5. Brownsville Independent School District Financial Report for the period ended August 31, 2020. 17
6. Review of Policy Update 115; Policy Review Section E, F & G; and DEC (LOCAL) Policy Second Reading. 53

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

(All presentations limited to five (5) minutes)

IX. **Board Member Request(s)**
A. **Action Item(s)**

1. Discussion, consideration and possible action of Resolution #020/2020-2021 on appointing a BISD representative to serve on the Cameron County Appraisal District Board of Directors. (Board Member Request - Drue Brown/Board Support - Laura Perez Reyes, Dr. Prisci Roca Tipton, Philip Cowen)

2. Discussion, consideration and possible action to review, amend and/or terminate BISD Board Attorney. (Board Member Request Laura Perez Reyes, Board Support Eddie Garcia)

X. **Consent Agenda:**

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

1. Recommend the approval to authorize the Superintendent of Schools to submit the final Asynchronous Plan as required by the Texas Education Agency. * 54

2. Recommend approval to use COGNIA INC for SACS Accreditation visits and continuous school improvement for the school district in the amount not to exceed $51,350.00 from budgeted local departmental funds for the 2020-2021 school year. * 105

3. Recommend approval to increase the amount for Dual Enrollment based on the number of students enrolled in the program with Texas Southmost College to offer dual enrollment/dual credit opportunities beginning the 2020-2021 school year. This agreement shall continue from year to year unless amended mutually or terminated in writing by either party. Services and items to be purchased are subject to the District's needs and funding. * 107

4. Recommend approval to accept $718,468.00 from TEA to provide needed equipment and technology for BISD Police and Security Services; and for adding perimeter fencing to campuses by the Facilities Department at no cost to BISD. 108

5. Recommend approval to renew annual 2020-2021 for several Membership Fees in the approximate amount of $94,021.00. 114

6. Recommend approval of the Annual Review Statement of Investment Policy and Strategies in accordance with the Public Funds Investment Act, Texas Government Code, Section 2256.005(e). 133

7. Discussion, consideration and possible action regarding the donation of two portable buildings to the Ozanam Center. 135

8. Discussion, consideration and possible action to reschedule the Regular Board Meeting of Tuesday, November 3, 2020 to Wednesday, November 4, 2020 due to 2020 General Election. 139

9. Recommend approval to pay an additional cost of 15 hours/$250.00 per hour for Board of Trustees legal representation.

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

1. Recommend approval of Payment #2 for $20,800.00 as partial payment to Halff Associates, Inc. for Engineering Services work completed on the Mini-Gyms – HVAC and Addition Project to be paid from Tax Rate Increase Fund 188. 140

2. Recommend approval of Payment #11 for $712,405.04 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. 145

3. Recommend approval of Payment #1 for $31,952.00 as partial payment to M Garcia Engineering for Engineering Services work completed on the Vela MS Bus-Drive Improvements Project to be paid from Maintenance Tax Note Fund 189. 160

4. Recommend approval of Payment #1 for $711,170.00 as partial payment to Rio Roofing, Inc. for Construction Services work completed on the Lopez ECHS Roof Replacement Phase I Project to be paid from Maintenance Tax Note Fund 189. 164

5. Recommend approval of Payment #3 for $18,169.38 as partial payment to NM Contracting, LLC for Construction Services work completed on the Cummings CTE CV4 MEP Upgrades Project to be paid from Maintenance Tax Note Fund 189. 169

6. Recommend approval of Payment #5 for $339,363.61 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. 173

7. Recommend approval of Payment #7 for a total of $600.00, as partial payment Green, Rubiano & Associates for Structural Engineering Services work completed on the BISD Food Nutrition Services Building Roof Repair Project to be paid from Maintenance Tax Note Fund 189. 180

8. Recommend approval of Payment #7 for $208,756.56 as partial payment to Victoria Air Conditioning, LTD, for Construction Services work completed on the Rivera ECHS – HVAC & LED Lighting Upgrade Project to be paid from Maintenance Tax Note Fund 189. 183

9. Recommend approval of Payment #10 for $102,063.36 as partial payment to Schneider Electric for Construction Services work completed on the Design-Build HVAC/Controls Replacement, Phase II to be paid from Maintenance Tax Note Fund 189. 190

10. Recommend approval of Payment #4 for $58,295.80 as Partial payment to ZIWA Corporation for Construction Services work completed on the Veterans ECHS-Visitors Restroom Facilities Project to be paid from Tax Ratification Election Fund 197. 195

11. Recommend approval of Payment #5 for $81,444.45 as Partial payment to ZIWA Corporation for Construction Services work completed on the Veterans ECHS-Visitors Restroom Facilities Project to be paid from Tax Ratification Election Fund 197. 201

12. Recommend approval for payment in the amount of $ 2,322.00 to O'Hanlon, Demerath & Castillo for legal services. 207

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

1. Recommend approval of Budget Amendment #014 in the amount of $184,500.00 for Fund 164 – State Career and Technical Education. (Reallocation) 210

2. Recommend approval of Budget Amendment #015 in the amount of $96,891.00 for Fund 166 – State Special Education Fund. (Fund Balance) 212

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

1. Recommend approval of the Memorandum of Understanding between Rio Grande Valley Communications Group (RGVCG) and the Brownsville Independent School District Police & Security Dept. for the use of 800 MHz Public Safety Radio System. Not to exceed the annual amount of $43,200.00. * 214

2. Recommend approval for Memorandum of Agreement between RGV Linking Economic and Academic Development and Brownsville Independent School District for the 2020-2021 school year. Rio Grande Valley Linking Economic and Academic Development will provide services to support the goal of students to stay in school and graduate from high school equipped with college and workforce readiness, in the amount not to exceed $26,762.00 from State Categorical CTE funds. * 227

3. Recommend approval to renew the AVID Memorandum of Agreement for Brownsville Early College High School, Hanna Early College High School, Lopez Early College High School, Pace Early College High School, Porter Early College High School, Rivera Early College High School, and Veterans Memorial Early College High School in the amount of $32,753.00 from budgeted local and categorical campus funds for the 2020-2021 school year. Services and items to be purchased are subject to the District's needs and funding. * 235

4. Recommend the approval of Memorandum of Understanding and Partnership Agreement between Grand Canyon University and Brownsville I.S.D. for the purpose of Student Teaching Internships, Practicum and Observations at the schools located in the District at no cost to the district.* 245

5. Recommend approval to enter the Memorandum of Understanding with the Brownsville Community Health Center for the 2020-2021 school year. The Brownsville Community Health Center provides primary and specialized health care services at Brownsville Community Health Center. Estimated at $100,000.00. * 250

6. Recommend approval to renew the Memorandum with Communities in Schools Cameron County, Brownsville, Texas, for Case Management Services for At-Risk and Economically Disadvantaged students for the 2020-2021 school year in the amount not to exceed $425,000.00 from categorical funds.* 256

7. Recommend approval to enter into the amended contract with Power School for the implementation of Schoology as the Learning Management System for BISD at no cost to the district for school years 2020-2021 and 2021-2022. * 306

8. Recommend approval for the Workforce Solutions Cameron/Texas Rising Star Provider agreement to Brownsville Independent School District to receive the reimbursement funds up to $80,000 for Daycare Services at Lincoln Park High School. * 323

9. Recommend approval of the United Way Southern Cameron County Online Guided Reading Initiative that students can use to improve reading skills and have access to United Way e-library 7 days a week at no cost to BISD. * 340

10. Recommend approval to accept Payment Option #3 for the Energy and Water Consulting Service District-Wide from Energy Smart Corporation of Hot Springs, Arizona, and to enter into contract negotiation. To be paid from Local Maintenance Funds. 353

11. Recommend approval of agreements with (NWEA) and Imagine Learning for the execution of the TEA MIZ Grant for the school year 2020-2021, in the amount of $3,950.00 (NWEA) and $21,000.00 (Imagine Learning) required for and funded by TEA MIZ Grant. * 374

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

1. Recommend awarding Bid #21-037 Sign Language Interpreters/Services District-wide to several vendors. (Annual Bid). Based on the student Individual Education Plan.

2. Recommend awarding Bid #21-038 Speech Language Pathologist (SLP), Occupational Therapist (OT), Physical Therapist (PT), Licensed Specialist in School Psychology (LSSP), Educational Diagnostician, Teacher for the Visually Impaired (VI), Orientation and Mobility Specialist (O&M), and Board Certified Behavior Analyst (BCBA), District-wide.

3. Recommend approval of CSP #21-116 Vela MS – Bus-Drive Improvements project to G & T Paving, LLC of Brownsville, Texas in the amount not to exceed $620,122.25, to authorize the Administration to enter into negotiations, and to execute the contract. Funding to be paid from Maintenance Tax Note Fund 189.

4. Recommend approval of CSP #21-117 Lopez ECHS – Bus-Drive and Staff Parking Lot Improvements project to ZIWA Corporation, Inc. of Brownsville, Texas in the amount not to exceed $689,497.61, to authorize the Administration to enter into negotiations, and to execute the contract. Funding to be paid from Maintenance Tax Note Fund 189.

5. Recommend approval to exercise the option to renew RFQ #20-117 Solicitation for Legal Services to three firms for an additional one-year term to expire in September 2021 for services as needed.

XI. **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. (4)

2. Presentation, acceptance and approval of Resignations. (7)

3. Recommend approval of probationary contractual personnel for the 2020-2021 school year – Assistant Principal for Hanna ECHS. Subject to receipt of all outstanding documentation. (1)

4. Recommend approval of probationary contractual personnel for the 2020-2021 school year – Assistant Principal for Porter ECHS. Subject to receipt of all outstanding documentation. (1)

5. Recommend approval of probationary contractual personnel for the 2020-2021 school year – Assistant Principal for Palm Grove Elementary. Subject to receipt of all outstanding documentation. (1)

6. Recommend approval of probationary contractual personnel for the 2020-2021 school year – Curriculum Specialist. Subject to receipt of all outstanding documentation. (1)

7. Recommend approval of probationary contractual personnel for the 2020-2021 school year – Educational Diagnostician. Subject to receipt of all outstanding documentation. (4)

8. Recommend approval of probationary contractual personnel for the 2020-2021 school year –Speech Language Pathologist for Special Services. Subject to receipt of all outstanding documentation. (2)

9. Recommend approval of non-chapter 21 contractual personnel for the 2020-2021 school year –Supervisor for Food and Nutrition Services. Subject to receipt of all outstanding documentation. (1)

10. Recommend approval to adjust the working days of a campus professional employee (M.C.) for the 2020-2021 Fiscal School Year.

11. Recommend approval to adjust the working days of a campus professional employee (R.C.) for

the 2020-2021 Fiscal School Year.

12. Recommend approval of Campus Professional Employee (C.H.) for the change in contract for the 2020-2021 Fiscal School Year.

13. Discussion, consideration, and action regarding resignation agreement of district employee J.R.

14. Board Self-Evaluation.

15. Personnel Update with Superintendent (Dr. René Gutiérrez).

16. Legal Update with Board Counsel (Baltazar Salazar).

B. **ATTORNEY CONSULTATION**

1. **Staff Attorney**

2. **Board Attorney**

C. **INTERNAL AUDITOR CONSULTATION**

1. Consultation with Lead Internal Auditor (Status of past, ongoing and completed Board approved audits).

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

XIII. **Announcement(s):**

A. **Next scheduled Board Meeting** of the Board of Trustees is on Tuesday, October 6, 2020.

XIV. **Adjournment.**

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 09/01/20

Item Title: Recognize the 2019-2020 Campus Teachers of the Year

X Action
___ Information
___ Discussion

BACKGROUND:

Recognition of Campus Teachers of the Year for the 2019-2020 School Year.

Approved for Submission to Board of Education:

Maricela Franco
Submitted by: Principal/Program Adm.

Carmelita Rodriguez
Recommended by: Asst. Supt/CFO

Dr. René Gutiérrez, Superintendent

Dr. Anysia Treviño
Approved by: Deputy Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 09/01/20

Item Title: Recognize the 2019-2020 District Elementary and Secondary Teacher of the Year

X Action
__ Information
__ Discussion

BACKGROUND:

Recognition of District Elementary and Secondary Teachers of the year for the 2019-2020 School Year.

Maricela Franco
Submitted by: Principal/Program Adm.

Carmelita Rodriguez
Recommended by: Asst. Supt/CFO

Dr. Anysia Treviño
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 09/01/20

Item Title: Certificate of Achievement for Excellence in Financial Reporting

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Its attainment represents a significant accomplishment by a governmental entity and its management. The Brownsville Independent School District has received two certificate of achievements for the Comprehensive Annual Financial Reporting for the fiscal year ended June 30, 2020. Brownsville Independent School District received the Certificate of Excellence in Financial Reporting from the Association of School Business Officials International and the Government Finance Officers Association.

David Robledo
Submitted by: Principal/Program Adm./ CFO

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 09/01/20

Item Title:			
Cameron County Health Authority and Cameron County Judge Emergency Health Control Order		**Action**	
	X	**Information**	
	X	**Discussion**	

BACKGROUND:

Discussion of BISD policy EGBAB(legal) on ARD Meetings and IEP's for Special Education as it relates to the August 10, 2020 Cameron County Health Order.

On August 10, 2020 The Joint Cameron County Health Authority and Cameron County Judge Emergency Health Control issued an order that delays "in-person and face-to-face public and private school instruction until after September 28, 2020." Paragraph five states that "to the extent permitted under the Individual with Disabilities Education Act("IDEA"), and consistent with the procedures required under the federal regulations and state rules implementing IDEA, all students that are considered medically fragile, as determined by a licensed physician, may return to school for on-campus, face-to-face instruction if the student's Individual Education Program ("IEP") and Admission, Review, and Dismissal ("ARD") Committed, with the involvement of the parents , determine that such is appropriate when prioritizing the health and safety of the student , other students, and the community. Decisions on the placement of students must be done by on a case-by-case basis and based upon the most recent and up-to-date medical, health care, Centers for Disease Control ("CDC"), Texas Department of State Health Services ("DSHS"), Local Health Authority, Texas Education Agency ("TEA"), and local school district guidance and information."

Adriana Lippa
Submitted by: Principal/Program Adm.

Dr. Timothy Cuff
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent 8/27/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

FILED FOR RECORD
AT 5:00 O'CLOCK P M
AUG 10 2020
Sylvia Garza-Perez
CAMERON COUNTY CLERK
By Deputy

JOINT CAMERON COUNTY HEALTH AUTHORITY AND CAMERON COUNTY JUDGE EMERGENCY HEALTH CONTROL ORDER DELAYING IN PERSON FACE-TO-FACE PUBLIC AND PRIVATE SCHOOL INSTRUCTION UNTIL AFTER SEPTEMBER 28, 2020

WHEREAS, the Cameron County Judge and Cameron County Health Authority have consulted with the Mayors and Superintendents, including independent schools' leadership of each city within Cameron County; and

WHEREAS, on July 13, 2020, Texas ranked only behind California (No. 1) and Florida (No 2.) with the most confirmed positives COVID-19 cases – 258,658 – in the nation. Texas has seen an increase of 63,419 new cases in the last seven days, surpassing California which had 60,649 new cases, only 5,624 cases behind Florida. Out of Texas' 254 counties, Cameron County had the twelfth most positive cases in the state – 3,854 – of which 1,227 of those cases are active; and

WHEREAS, on August 9, 2020, according to the CDC, in less than a month's time, Texas' positive cases have surged to 481,483, a 186% increase within 27 days. Out of 254 Texas counties, Cameron County ranks eighth in most positive cases, sixth with most COVID-19 related deaths, and third with most active cases, as per the Texas Department of State Health Services. Between July 3, 2020 and August 8,

2020, the total number of recorded COVID-19 cases went from 2,692 to 16,590, and from 63 deaths to 367 deaths within the same time period; and

WHEREAS, School Districts across the County have developed contingency plans to include in-person instruction, hybrid instruction, and full-time remote/online instruction. These strategic entry plans have been developed with prioritized safeguards for the health, safety, and well-being of our teachers, campus staffs, and students through full-time remote/online learning instruction; and

WHEREAS, the enforcement of egress and ingress to and occupancy of premises and of area control orders during the worldwide COVID-19 pandemic and health emergency are matters of vital interest to the public in general and to the health and safety of school children and school personnel; and

WHEREAS, failure to comply with any of the provisions of this Order constitutes an imminent threat to public health; and

WHEREAS, the County Judge in his authority pursuant to the Texas Government Code §418 et. seq., with the advice and consent of Commissioners Court and the Cameron County Health Authority pursuant to his authority under Chapter 81, et. seq. of the Texas Health and Safety Code in consultation with the Texas Department of State Health Services hereby issue the following Joint Cameron County Health Authority and Cameron County Judge Emergency Health Control Order Delaying In Person Face-To-Face Public and Private School Instruction until after September 28, 2020.

THEREFORE, The County Judge and the Cameron County Health Authority hereby delay the reopening for all school districts and private schools in Cameron County for face-to-face instruction, with the exception of any military boarding school.

A. RESTRICTIONS: The following restrictions are effective August 10, 2020, and will continue until September 28, 2020, unless extended in writing;

1. School systems shall not re-open schools for on-campus, face-to-face instruction until at least September 28, 2020, unless extended in writing. This Order may be extended if there continues to be substantial community spread of COVID-19 in Cameron County as that date approaches.
2. Administrators, teachers, and staff are permitted to conduct or facilitate virtual/remote learning and provide curbside meals from the school campuses while following Federal, State, and Local guidelines to prevent transmission of COVID-19 in the workplace.
3. School personnel are permitted to return to school campuses and facilities to conduct remote instruction and related instructional activities, to provide food distribution, and to perform administrative duties. Such duties and activities are to be conducted consistent with the health guidance and protocols issued by the Texas Education Agency.
4. Virtual/remote learning platforms shall be permitted as per a school system's own plan.
5. To the extent permitted under the Individuals with Disabilities Education Act ("IDEA"), and consistent with the procedures required under the federal regulations and state rules implementing IDEA, all students that are

considered medically fragile, as determined by a licensed physician, may return to school for on-campus, face-to-face instructions if the student's Individualized Education Program ("IEP") and Admission, Review, and Dismissal ("ARD") Committee, with the involvement of the parents, determine that such is appropriate when prioritizing the health and safety of the student, other students, staff, and the community. Decisions on the placement of students must be done on a case-by-case basis and based upon the most recent and up-to-date medical, health care, Centers for Disease Control ("CDC"), Texas Department of State Health Services ("DSHS"), Local Health Authority, Texas Education Agency ("TEA"), and local school district guidance and information.

6. Extracurricular sports and activities shall not take place until school systems re-open for on-campus instruction.
7. School systems shall develop a plan for re-opening on-campus, face-to-face instruction and activities at least two weeks prior to September 28, 2020.

B. EFFECT: This Order shall remain in full force and effect unless it is modified, rescinded, superseded, or amended pursuant to applicable law. Cameron County must promptly provide copies of this order to the governing body of each municipality and each affected public and private school district and facility in Cameron County and by posting on the County website. In addition, the owner, manager, or operator of any school district or facility that is likely to be impacted by this Order is strongly encouraged to post a copy of the Order onsite and to provide a copy to any member of the public asking for one.

C. SEVERABILITY: The sections, paragraphs, sentences, clauses, and phrases of this Order are severable and if any phrase, clause, sentence, paragraph, or section of this Order should be declared invalid by the final judgment or decree of any court or competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections that can be given effect without the invalid provision, and to this end, the provisions of this Order are severable.

D. INTERPRETATIONS AND ADDITIONAL TERMS: To the greatest extent possible, this Order shall be interpreted as consistent with and supplemental to any executive order issued by the Texas Governor. All provisions of the executive orders of the Texas Governor either existing or as, if and when issued, which are made applicable to all jurisdictions by law shall be automatically incorporated into and constitute terms of this Order, enforceable as if set forth herein without necessity for the issuance of any further orders.

E. ENFORCEMENT: In accordance with the limitations contained in the executive orders of the Governor, that any peace officer or other person with lawful authority is hereby authorized to enforce the provisions of this Order in accordance with the authority granted under the Texas Disaster Act of 1975.

F. PENALTIES: Failure to knowingly comply with these orders and control measures may subject an actor to:

1. Prosecution under Texas Health and Safety Code §81.087 which may be punished by a fine not to exceed $2,000, confinement in the county jail for a period not to exceed 180 days, or both;

2. **Prosecution under Texas Government Code §418.173(b) which may be punished a fine not to exceed $500 except that the offense shall be punished by a fine not to exceed $1,000 or confinement in jail for a term not to exceed 180 days if it is shown on the trial of the offense that the person has been previously convicted one time of an offense under Tex. Gov't Code §418.173; or,**

3. **Other Federal, State and Local civil and criminal penalties that may apply.**

ORDERED and EFFECTIVE this 10th day of August 2020.

James W. Castillo, M.D.
Cameron County Health Authority

Eddie Treviño, Jr.
Cameron County Judge

ATTESTED BY:

Sylvia Garza-Perez
Cameron County Clerk

COMMISSIONER'S COURT ★ CAMERON COUNTY, TEXAS ★

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 09/01/20

Item Title: Financial Report
August 2020

	Action
X	Information
	Discussion

BACKGROUND:

Brownsville Independent School District Financial Report for the period ended August 31, 2020.

Mary D. Garza
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent 8/27/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District
Monthly Report

General Fund 101 Through 199
Cumulative as of August 31, 2020

	Description	Budget (Adjusted)	Actual (To Date)	Balance	Percent Actual / Budget	Prior Yr Percent Actual / Budget
	REVENUES					
57XX	Local Revenues	$ 76,263,071	$ 827,154	$ 75,435,917	1.08%	1.67%
58XX	State Revenues	373,526,159	826,015	372,700,144	0.22%	0.00%
59XX	Federal Revenues	48,502,253	518,977	47,983,276	1.07%	0.40%
	Total Revenues	498,291,483	2,172,146	496,119,337	0.44%	0.24%
	EXPENDITURES					
11	Instruction	$ 248,903,818	$ 7,184,630	$ 241,719,188	2.89%	3.67%
12	Instructional Resources	7,607,791	356,785	7,251,006	4.69%	4.63%
13	Curriculum Development	11,397,225	1,355,887	10,041,338	11.90%	13.83%
21	Instructional Leadership	6,259,185	866,045	5,393,140	13.84%	13.13%
23	Campus Leadership	27,524,365	3,095,727	24,428,638	11.25%	11.56%
31	Counseling and Guidance	19,673,166	1,103,094	18,570,072	5.61%	5.90%
32	Social Work Services	876,367	23,538	852,829	2.69%	2.75%
33	Health Services	4,869,637	181,503	4,688,134	3.73%	3.81%
34	Student Transportation	11,228,966	475,673	10,753,293	4.24%	5.89%
35	Food Services	41,555,254	864,511	40,690,743	2.08%	2.61%
36	Co Curricular Activity	19,585,319	1,761,990	17,823,329	9.00%	5.76%
41	Administration	13,574,998	1,828,862	11,746,136	13.47%	13.46%
51	Plant Maintenance and Operations	62,941,274	4,552,362	58,388,912	7.23%	10.25%
52	Security and Monitoring Services	8,427,616	993,566	7,434,050	11.79%	11.77%
53	Data Processing	9,590,958	797,600	8,793,358	8.32%	10.10%
61	Community Services	551,319	33,142	518,177	6.01%	11.49%
71	Debt Services	15,603,120	9,125,564	6,477,556	58.49%	57.55%
81	Facilities Acquisition and Construction	39,250,565	-	39,250,565	0.00%	5.50%
95	Payments to Juvenile Justice	150,000	-	150,000	0.00%	0.00%
99	Other Intergovernmental Charges	995,500	-	995,500	0.00%	0.00%
89XX	Other Uses/Special Items/Non-Operating Expenses	-	-	-	0.00%	0.00%
	Total Expenditures	$ 550,566,443	$ 34,600,480	$ 515,965,963	6.28%	7.07%
	Excess (Deficiency) of Revenues Over (Under) Expenditures	$ (52,274,960)	$ (32,428,333)	$ (19,846,627)		
	Assigned / Designated Fund Balance					
	COVID-19	11,700,000				
	Transportation	34,395				
	Maintenance and Operations	2,580,000				
	Construction/Renovation	37,960,565				
	Unassigned Fund Balance Beginning July 1, 2019		83,615,675			

Notes: If Revenues exceed the amount budgeted, the budget variance is Favorable ("Fav"); otherwise, the variance is Unfavorable ("Unfav").

If Expenditures exceed the amount budgeted, the budget variance is Unfavorable, ("Unfav"); otherwise, the variance is Favorable ("Fav").

Actual and Balance figures are rounded to the nearest dollar

Expenditures actuals exclude encumbrances.

Brownsville Independent School District
Monthly Report:

Special Revenue Funds 202 Through 499
Cumulative as of August 31, 2020

	Description	Budget (Adjusted)	Actual (To Date)	Balance	Percent Actual / Budget
	REVENUES				
57XX	Local Revenues	$ 5,491	$ -	$ 5,491	0.00%
58XX	State Revenues	6,377,067	-	6,377,067	0.00%
59XX	Federal Revenues	57,824,335	-	57,824,335	0.00%
	Total Revenues	$ 64,206,893	$ -	$ 64,206,893	0.00%
	EXPENDITURES				
11	Instruction	$ 44,854,794	$ 3,548,729	$ 41,306,065	7.91%
12	Instructional Resources	2,306,233	185,183	2,121,050	8.03%
13	Curriculum Development	3,834,527	656,428	3,178,099	17.12%
21	Instructional Leadership	1,873,962	214,894	1,659,068	11.47%
23	Campus Leadership	724,588	197,382	527,206	27.24%
31	Counseling and Guidance	2,473,851	162,502	2,311,349	6.57%
32	Social Work Services	-	-	-	0.00%
33	Health Services	1,662,108	47,307	1,614,801	2.85%
34	Student Transportation	-	-	-	0.00%
35	Food Services	-	-	-	0.00%
36	Co Curricular Activity	22,789	-	22,789	0.00%
41	Administration	5,000	-	5,000	0.00%
51	Plant Maintenance and Operations	1,770,686	720,000	1,050,686	40.66%
52	Security and Monitoring Services	599,888	-	599,888	0.00%
53	Data Processing	230,155	-	230,155	0.00%
61	Community Services	3,848,312	144,728	3,703,584	3.76%
71	Debt Services	-	-	-	0.00%
81	Facilities Acquisition and Construction	-		-	0.00%
95	Payments to Juvenile Justice	-		-	0.00%
99	Other Intergovernmental Charges	-	-	-	0.00%
89XX	Other Uses/Special Items/Non-Operating Expenses	-	-	-	0.00%
	Total Expenditures	$ 64,206,893	$ 5,877,153	$ 58,329,740	9.15%
	Excess (Deficiency) of Revenues Over (Under) Expenditures	$ -	$ (5,877,153)	$ 5,877,153	

Notes: If Revenues exceed the amount budgeted, the budget variance is Favorable ("Fav"); otherwise, the variance is Unfavorable ("Unfav").

If Expenditures exceed the amount budgeted, the budget variance is Unfavorable, ("Unfav"); otherwise, the variance is Favorable ("Fav").

Actual and Balance figures are rounded to the nearest dollar

Expenditures actuals exclude encumbrances.

Monthly Report

Debt Service Fund
Cumulative as of August 31, 2020

	Description	Budget (Adjusted)	Actual (To Date)	Balance	Percent Actual / Budget
	REVENUES				
57XX	Local Revenues	$ 10,263,746	$ 70,020	$ 10,193,726	0.68%
58XX	State Revenues	5,582,035	-	5,582,035	0.00%
59XX	Federal Revenues	-	-	-	0.00%
79XX	Other Resources / Non-Operating Revenues	-	-	-	0.00%
	Total Revenues	$ 15,845,781	$ 70,020	$ 15,775,761	0.44%
	EXPENDITURES				
11	Instruction	$ -	$ -	$ -	0.00%
12	Instructional Resources	-	-	-	0.00%
13	Curriculum Development	-	-	-	0.00%
21	Instructional Leadership	-	-	-	0.00%
23	Campus Leadership	-	-	-	0.00%
31	Counseling and Guidance	-	-	-	0.00%
32	Social Work Services	-	-	-	0.00%
33	Health Services	-	-	-	0.00%
34	Student Transportation	-	-	-	0.00%
35	Food Services	-	-	-	0.00%
36	Co Curricular Activity	-	-	-	0.00%
41	Administration	-	-	-	0.00%
51	Plant Maintenance and Operations	-	-	-	0.00%
52	Security and Monitoring Services	-	-	-	0.00%
53	Data Processing	-	-	-	0.00%
61	Community Services	-	-	-	0.00%
71	Debt Services	15,845,781	7,195,790	8,649,991	45.41%
81	Facilities Acquisition and Construction	-	-	-	0.00%
95	Payments to Juvenile Justice	-	-	-	0.00%
99	Other Intergovernmental Charges	-	-	-	0.00%
89XX	Other Uses/Special Items/Non-Operating Expenses	-	-	-	0.00%
	Total Expenditures	$ 15,845,781	$ 7,195,790	$ 8,649,991	45.41%
	Excess (Deficiency) of Revenues Over (Under) Expenditures	$ -	$ (7,125,770)	$ 7,125,770	

Notes: If Revenues exceed the amount budgeted, the budget variance is Favorable ("Fav"); otherwise, the variance is Unfavorable ("Unfav").

If Expenditures exceed the amount budgeted, the budget variance is Unfavorable, ("Unfav"); otherwise, the variance is Favorable ("Fav").

Actual and Balance figures are rounded to the nearest dollar

Expenditures actuals exclude encumbrances.

Brownsville Independent School District
Monthly Report

Self Insurance Fund
Cumulative as of August 31, 2020

	Description	Actual (To Date)
	REVENUES	
57XX	Local Revenues	$ 8,483,077
58XX	State Revenues	-
59XX	Federal Revenues	-
	Total Revenues	$ 8,483,077
	EXPENDITURES	
00	Other Uses	$ -
11	Instruction	
12	Instructional Resources	-
13	Curriculum Development	-
21	Instructional Leadership	-
23	Campus Leadership	-
31	Counseling and Guidance	-
32	Social Work Services	-
33	Health Services	-
34	Student Transportation	-
35	Food Services	-
36	Co Curricular Activity	-
41	Administration	5,369,874
51	Plant Maintenance and Operations	-
52	Security and Monitoring Services	-
53	Data Processing	-
61	Community Services	-
71	Debt Services	-
81	Facilities Acquisition and Construction	-
95	Payments to Juvenile Justice	-
99	Other Intergovernmental Charges	-
	Total Expenditures	$ 5,369,874
	Excess (Deficiency) of Revenues Over (Under) Expenditures	$ 3,113,203
	Excess (Deficiency) - Estimated	$ 3,113,203

Notes: Actual and Balance figures are rounded to the nearest dollar

Expenditures actuals exclude encumbrances.

Brownsville Independent School District
Expenditure Summary Report
07/01/2020 - 08/31/2020

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Fund: 101 Food Services								
61	PAYROLL COSTS	18,154,827.00	0.00	18,154,827.00	0.00	778,968.38	778,968.38	17,375,858.62	95 %
62	PROF. CONTRACTED SERV.	586,000.00	0.00	586,000.00	166,086.01	363.68	363.68	419,550.31	71 %
63	SUPPLIES/MATERIALS	21,072,077.00	0.00	21,072,077.00	5,029,895.68	67,086.16	67,086.16	15,975,095.16	75 %
64	OTHER OPERATING COSTS	31,000.00	0.00	31,000.00	2,741.20	60.00	60.00	28,198.80	90 %
66	CAP. OUT.-BUILD/EQUIP	871,350.00	0.00	871,350.00	0.00	0.00	0.00	871,350.00	100 %
	Function Total:	40,715,254.00	0.00	40,715,254.00	5,198,722.89	846,478.22	846,478.22	34,670,052.89	85 %
	Func: 35 Food Services								
	Fund Total:	40,715,254.00	0.00	40,715,254.00	5,198,722.89	846,478.22	846,478.22	34,670,052.89	85 %
	Fund: 161 Local Deaf								
61	PAYROLL COSTS	86,662.00	0.00	86,662.00	0.00	3,907.70	3,907.70	82,754.30	95 %
62	PROF. CONTRACTED SERV.	109,500.00	0.00	109,500.00	50,000.00	0.00	0.00	59,500.00	54 %
63	SUPPLIES/MATERIALS	9,400.00	0.00	9,400.00	0.00	0.00	0.00	9,400.00	100 %
64	OTHER OPERATING COSTS	600.00	0.00	600.00	0.00	0.00	0.00	600.00	100 %
	Function Total:	206,162.00	0.00	206,162.00	50,000.00	3,907.70	3,907.70	152,254.30	73 %
	Func: 11 Instruction								
61	PAYROLL COSTS	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100 %
64	OTHER OPERATING COSTS	5,000.00	0.00	5,000.00	0.00	0.00	0.00	5,000.00	100 %
	Function Total:	6,000.00	0.00	6,000.00	0.00	0.00	0.00	6,000.00	100 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	58,140.00	0.00	58,140.00	0.00	11,109.54	11,109.54	47,030.46	80 %
64	OTHER OPERATING COSTS	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100 %
	Function Total:	59,140.00	0.00	59,140.00	0.00	11,109.54	11,109.54	48,030.46	81 %
	Func: 21 Instructional Leadership								
62	PROF. CONTRACTED SERV.	2,650.00	0.00	2,650.00	0.00	0.00	0.00	2,650.00	100 %
63	SUPPLIES/MATERIALS	3,500.00	0.00	3,500.00	0.00	0.00	0.00	3,500.00	100 %
64	OTHER OPERATING COSTS	1,500.00	0.00	1,500.00	0.00	0.00	0.00	1,500.00	100 %
	Function Total:	7,650.00	0.00	7,650.00	0.00	0.00	0.00	7,650.00	100 %
	Func: 31 Counseling & Guidance								
61	PAYROLL COSTS	7,500.00	0.00	7,500.00	0.00	0.00	0.00	7,500.00	100 %

Brownsville Independent School District
Expenditure Summary Report
07/01/2020 - 08/31/2020

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	7,500.00	0.00	7,500.00	0.00	0.00	0.00	7,500.00	100 %
	Func: 36 Co Curricular Activity								
61	PAYROLL COSTS	2,200.00	0.00	2,200.00	0.00	0.00	0.00	2,200.00	100 %
62	PROF. CONTRACTED SERV.	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100 %
	Function Total:	3,200.00	0.00	3,200.00	0.00	0.00	0.00	3,200.00	100 %
	Func: 61 Community Services								
	Fund Total:	289,652.00	0.00	289,652.00	50,000.00	15,017.24	15,017.24	224,634.76	77 %
	Fund: 162 State Compensatory Ed								
61	PAYROLL COSTS	15,973,732.00	10,900.00	15,984,632.00	0.00	358,175.19	358,175.19	15,626,456.81	97 %
62	PROF. CONTRACTED SERV.	466,875.00	337,101.00	803,976.00	611,843.08	22,117.75	22,117.75	170,015.17	21 %
63	SUPPLIES/MATERIALS	5,519,378.00	-316,001.00	5,203,377.00	1,971,984.32	13,446.61	13,446.61	3,217,946.07	61 %
64	OTHER OPERATING COSTS	33,880.00	14,000.00	47,880.00	0.00	0.00	0.00	47,880.00	100 %
	Function Total:	21,993,865.00	46,000.00	22,039,865.00	2,583,827.40	393,739.55	393,739.55	19,062,298.05	86 %
	Func: 11 Instruction								
63	SUPPLIES/MATERIALS	300.00	0.00	300.00	0.00	0.00	0.00	300.00	100 %
	Function Total:	300.00	0.00	300.00	0.00	0.00	0.00	300.00	100 %
	Func: 12 Instructional Resources								
61	PAYROLL COSTS	5,821,426.00	0.00	5,821,426.00	0.00	807,676.26	807,676.26	5,013,749.74	86 %
62	PROF. CONTRACTED SERV.	677,450.00	325.00	677,775.00	198,886.00	162,080.80	162,080.80	316,808.20	46 %
63	SUPPLIES/MATERIALS	755,421.00	-46,325.00	709,096.00	211,289.83	2,400.00	2,400.00	495,406.17	69 %
64	OTHER OPERATING COSTS	33,400.00	0.00	33,400.00	0.00	0.00	0.00	33,400.00	100 %
	Function Total:	7,287,697.00	-46,000.00	7,241,697.00	410,175.83	972,157.06	972,157.06	5,859,364.11	80 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	235,438.00	0.00	235,438.00	0.00	45,449.26	45,449.26	189,988.74	80 %
62	PROF. CONTRACTED SERV.	10,500.00	0.00	10,500.00	4,613.88	0.00	0.00	5,886.12	56 %
63	SUPPLIES/MATERIALS	9,380.00	0.00	9,380.00	0.00	0.00	0.00	9,380.00	100 %
64	OTHER OPERATING COSTS	7,000.00	0.00	7,000.00	0.00	0.00	0.00	7,000.00	100 %
	Function Total:	262,318.00	0.00	262,318.00	4,613.88	45,449.26	45,449.26	212,254.86	80 %
	Func: 21 Instructional Leadership								
61	PAYROLL COSTS	1,529,943.00	0.00	1,529,943.00	0.00	174,418.49	174,418.49	1,355,524.51	88 %

Brownsville Independent School District
Expenditure Summary Report
07/01/2020 - 08/31/2020

Majo	Description	Budget Original	Adjustments	Current	Actual Encumbered	CUR	YT	Balance	Percent Availabl
62	PROF. CONTRACTED SERV.	6,200.00	0.00	6,200.00	2,398.68	0.00	0.00	3,801.32	61 %
63	SUPPLIES/MATERIALS	21,650.00	0.00	21,650.00	8,358.10	0.00	0.00	13,291.90	61 %
64	OTHER OPERATING COSTS	5,100.00	0.00	5,100.00	450.00	0.00	0.00	4,650.00	91 %
Function Total:		1,562,893.00	0.00	1,562,893.00	11,206.78	174,418.49	174,418.49	1,377,267.73	88 %
Func: 23 Campus Leadership									
61	PAYROLL COSTS	1,708,091.00	0.00	1,708,091.00	0.00	108,741.02	108,741.02	1,599,349.98	93 %
63	SUPPLIES/MATERIALS	4,850.00	0.00	4,850.00	0.00	0.00	0.00	4,850.00	100 %
64	OTHER OPERATING COSTS	5,250.00	0.00	5,250.00	0.00	0.00	0.00	5,250.00	100 %
Function Total:		1,718,191.00	0.00	1,718,191.00	0.00	108,741.02	108,741.02	1,609,449.98	93 %
Func: 31 Counseling & Guidance									
62	PROF. CONTRACTED SERV.	550,000.00	0.00	550,000.00	0.00	0.00	0.00	550,000.00	100 %
Function Total:		550,000.00	0.00	550,000.00	0.00	0.00	0.00	550,000.00	100 %
Func: 32 Social Work Services									
61	PAYROLL COSTS	78,226.00	0.00	78,226.00	0.00	1,512.62	1,512.62	76,713.38	98 %
63	SUPPLIES/MATERIALS	550.00	0.00	550.00	0.00	0.00	0.00	550.00	100 %
Function Total:		78,776.00	0.00	78,776.00	0.00	1,512.62	1,512.62	77,263.38	98 %
Func: 33 Health Services									
61	PAYROLL COSTS	249,481.00	0.00	249,481.00	0.00	38,122.53	38,122.53	211,358.47	84 %
63	SUPPLIES/MATERIALS	14,495.00	0.00	14,495.00	0.00	0.00	0.00	14,495.00	100 %
Function Total:		263,976.00	0.00	263,976.00	0.00	38,122.53	38,122.53	225,853.47	85 %
Func: 51 Plant Maint & Operations									
61	PAYROLL COSTS	116,247.00	0.00	116,247.00	0.00	17,885.66	17,885.66	98,361.34	84 %
Function Total:		116,247.00	0.00	116,247.00	0.00	17,885.66	17,885.66	98,361.34	84 %
Func: 52 Security & Monitoring Srv									
61	PAYROLL COSTS	73,240.00	0.00	73,240.00	0.00	3,588.90	3,588.90	69,651.10	95 %
63	SUPPLIES/MATERIALS	62,764.00	0.00	62,764.00	14,924.20	0.00	0.00	47,839.80	76 %
64	OTHER OPERATING COSTS	4,140.00	0.00	4,140.00	500.40	0.00	0.00	3,639.60	87 %
Function Total:		140,144.00	0.00	140,144.00	15,424.60	3,588.90	3,588.90	121,130.50	86 %
Func: 61 Community Services									

Brownsville Independent School District
Expenditure Summary Report
07/01/2020 - 08/31/2020

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Fund Total:	33,974,407.00	0.00	33,974,407.00	3,025,248.49	1,755,615.09	1,755,615.09	29,193,543.42	85 %
	Fund: 163 State Bilingual Ed								
61	PAYROLL COSTS	2,933,633.00	0.00	2,933,633.00	0.00	120,906.09	120,906.09	2,812,726.91	95 %
63	SUPPLIES/MATERIALS	423,993.00	0.00	423,993.00	19,603.86	0.00	0.00	404,389.14	95 %
64	OTHER OPERATING COSTS	2,000.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	100 %
	Function Total:	3,359,626.00	0.00	3,359,626.00	19,603.86	120,906.09	120,906.09	3,219,116.05	95 %
	Func: 11 Instruction								
61	PAYROLL COSTS	464,541.00	-54,037.00	410,504.00	0.00	77,805.23	77,805.23	332,698.77	81 %
62	PROF. CONTRACTED SERV.	66,000.00	160,938.00	226,938.00	161,362.50	12,000.00	12,000.00	53,575.50	23 %
63	SUPPLIES/MATERIALS	209,126.00	-116,901.00	92,225.00	22,292.16	0.00	0.00	69,932.84	75 %
64	OTHER OPERATING COSTS	35,000.00	10,000.00	45,000.00	20,683.38	0.00	0.00	24,316.62	54 %
	Function Total:	774,667.00	0.00	774,667.00	204,338.04	89,805.23	89,805.23	480,523.73	62 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	185,960.00	0.00	185,960.00	0.00	35,316.23	35,316.23	150,643.77	81 %
62	PROF. CONTRACTED SERV.	15,000.00	0.00	15,000.00	3,599.52	0.00	0.00	11,400.48	76 %
64	OTHER OPERATING COSTS	35,000.00	0.00	35,000.00	0.00	0.00	0.00	35,000.00	100 %
	Function Total:	235,960.00	0.00	235,960.00	3,599.52	35,316.23	35,316.23	197,044.25	83 %
	Func: 21 Instructional Leadership								
61	PAYROLL COSTS	318,995.00	0.00	318,995.00	0.00	81,634.16	81,634.16	237,360.84	74 %
	Function Total:	318,995.00	0.00	318,995.00	0.00	81,634.16	81,634.16	237,360.84	74 %
	Func: 23 Campus Leadership								
62	PROF. CONTRACTED SERV.	145,000.00	0.00	145,000.00	129,037.50	0.00	0.00	15,962.50	11 %
63	SUPPLIES/MATERIALS	190,000.00	0.00	190,000.00	96,895.00	0.00	0.00	93,105.00	49 %
	Function Total:	335,000.00	0.00	335,000.00	225,932.50	0.00	0.00	109,067.50	32 %
	Func: 31 Counseling & Guidance								
	Fund Total:	5,024,248.00	0.00	5,024,248.00	453,473.92	327,661.71	327,661.71	4,243,112.37	84 %
	Fund: 164 State Vocational Ed								
61	PAYROLL COSTS	10,147,775.00	0.00	10,147,775.00	0.00	281,816.81	281,816.81	9,865,958.19	97 %
62	PROF. CONTRACTED SERV.	1,012,531.00	-3,500.00	1,009,031.00	622,758.16	9,999.00	9,999.00	376,273.84	37 %

Brownsville Independent School District
Expenditure Summary Report
07/01/2020 - 08/31/2020

		Budget			Actual				
Majo	Description	Original	Adjustments	Current	Encumbered	CUR	YT	Balance	Percent Availabl
63	SUPPLIES/MATERIALS	1,777,302.00	1,050.00	1,778,352.00	124,426.74	7,072.09	7,072.09	1,646,853.17	92 %
64	OTHER OPERATING COSTS	500,113.00	650.00	500,763.00	39,507.75	0.00	0.00	461,255.25	92 %
66	CAP. OUT.-BUILD/EQUIP	124,295.00	0.00	124,295.00	0.00	0.00	0.00	124,295.00	100 %
	Function Total:	13,562,016.00	-1,800.00	13,560,216.00	786,692.65	298,887.90	298,887.90	12,474,635.45	91 %
	Func: 11 Instruction								
64	OTHER OPERATING COSTS	105,090.00	0.00	105,090.00	3,300.00	0.00	0.00	101,790.00	96 %
	Function Total:	105,090.00	0.00	105,090.00	3,300.00	0.00	0.00	101,790.00	96 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	541,185.00	0.00	541,185.00	0.00	99,236.45	99,236.45	441,948.55	81 %
62	PROF. CONTRACTED SERV.	4,798.00	0.00	4,798.00	4,797.36	0.00	0.00	0.64	%
63	SUPPLIES/MATERIALS	16,150.00	0.00	16,150.00	968.69	0.00	0.00	15,181.31	94 %
64	OTHER OPERATING COSTS	3,750.00	0.00	3,750.00	1,123.20	0.00	0.00	2,626.80	70 %
	Function Total:	565,883.00	0.00	565,883.00	6,889.25	99,236.45	99,236.45	459,757.30	81 %
	Func: 21 Instructional Leadership								
61	PAYROLL COSTS	631,252.00	0.00	631,252.00	0.00	70,246.72	70,246.72	561,005.28	88 %
63	SUPPLIES/MATERIALS	84,500.00	0.00	84,500.00	493.24	0.00	0.00	84,006.76	99 %
64	OTHER OPERATING COSTS	99,100.00	0.00	99,100.00	0.00	0.00	0.00	99,100.00	100 %
	Function Total:	814,852.00	0.00	814,852.00	493.24	70,246.72	70,246.72	744,112.04	91 %
	Func: 31 Counseling & Guidance								
61	PAYROLL COSTS	11,500.00	0.00	11,500.00	0.00	0.00	0.00	11,500.00	100 %
63	SUPPLIES/MATERIALS	178,000.00	0.00	178,000.00	10,024.00	8.00	8.00	167,968.00	94 %
64	OTHER OPERATING COSTS	787,400.00	0.00	787,400.00	0.00	0.00	0.00	787,400.00	100 %
	Function Total:	976,900.00	0.00	976,900.00	10,024.00	8.00	8.00	966,868.00	98 %
	Func: 36 Co Curricular Activity								
62	PROF. CONTRACTED SERV.	0.00	1,800.00	1,800.00	1,799.40	0.00	0.00	0.60	%
	Function Total:	0.00	1,800.00	1,800.00	1,799.40	0.00	0.00	0.60	%
	Func: 51 Plant Maint & Operations								
	Fund Total:	16,024,741.00	0.00	16,024,741.00	809,198.54	468,379.07	468,379.07	14,747,163.39	92 %
	Fund: 165 Athletics								
64	OTHER OPERATING COSTS	70,910.00	-1,110.00	69,800.00	0.00	0.00	0.00	69,800.00	100 %

Brownsville Independent School District
Expenditure Summary Report
07/01/2020 - 08/31/2020

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	70,910.00	-1,110.00	69,800.00	0.00	0.00	0.00	69,800.00	100 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	5,889,947.00	0.00	5,889,947.00	0.00	383,630.60	383,630.60	5,506,316.40	93 %
62	PROF. CONTRACTED SERV.	709,157.00	0.00	709,157.00	27,398.68	25,544.00	25,544.00	656,214.32	92 %
63	SUPPLIES/MATERIALS	1,944,212.00	-129,044.00	1,815,168.00	362,886.78	1,260.00	1,260.00	1,451,021.22	79 %
64	OTHER OPERATING COSTS	1,838,077.00	1,110.00	1,839,187.00	97,488.86	300,006.00	300,006.00	1,441,692.14	78 %
66	CAP. OUT.-BUILD/EQUIP	101,785.00	0.00	101,785.00	0.00	0.00	0.00	101,785.00	100 %
	Function Total:	10,483,178.00	-127,934.00	10,355,244.00	487,774.32	710,440.60	710,440.60	9,157,029.08	88 %
	Func: 36 Co Curricular Activity								
61	PAYROLL COSTS	438,660.00	0.00	438,660.00	0.00	67,323.47	67,323.47	371,336.53	84 %
63	SUPPLIES/MATERIALS	11,680.00	129,044.00	140,724.00	718.68	1,424.28	1,424.28	138,581.04	98 %
	Function Total:	450,340.00	129,044.00	579,384.00	718.68	68,747.75	68,747.75	509,917.57	88 %
	Func: 51 Plant Maint & Operations								
	Fund Total:	11,004,428.00	0.00	11,004,428.00	488,493.00	779,188.35	779,188.35	9,736,746.65	88 %
	Fund: 166 State Special Ed								
61	PAYROLL COSTS	32,292,839.00	19,030.00	32,311,869.00	0.00	1,103,574.82	1,103,574.82	31,208,294.18	96 %
62	PROF. CONTRACTED SERV.	240,000.00	66,000.00	306,000.00	94,163.52	0.00	0.00	211,836.48	69 %
63	SUPPLIES/MATERIALS	710,268.00	-98,430.00	611,838.00	84,044.01	0.00	0.00	527,793.99	86 %
64	OTHER OPERATING COSTS	444,552.00	-600.00	443,952.00	99,255.00	0.00	0.00	344,697.00	77 %
	Function Total:	33,687,659.00	-14,000.00	33,673,659.00	277,462.53	1,103,574.82	1,103,574.82	32,292,621.65	95 %
	Func: 11 Instruction								
61	PAYROLL COSTS	2,000.00	8,500.00	10,500.00	0.00	5,800.01	5,800.01	4,699.99	44 %
62	PROF. CONTRACTED SERV.	2,000.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	100 %
63	SUPPLIES/MATERIALS	10,000.00	0.00	10,000.00	8,350.00	0.00	0.00	1,650.00	16 %
64	OTHER OPERATING COSTS	237,180.00	-8,500.00	228,680.00	0.00	0.00	0.00	228,680.00	100 %
	Function Total:	251,180.00	0.00	251,180.00	8,350.00	5,800.01	5,800.01	237,029.99	94 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	1,401,332.00	0.00	1,401,332.00	0.00	223,384.06	223,384.06	1,177,947.94	84 %
62	PROF. CONTRACTED SERV.	112,330.00	3,000.00	115,330.00	10,795.56	0.00	0.00	104,534.44	90 %
63	SUPPLIES/MATERIALS	27,000.00	0.00	27,000.00	1,980.04	0.00	0.00	25,019.96	92 %
64	OTHER OPERATING COSTS	36,570.00	-3,000.00	33,570.00	14,949.00	0.00	0.00	18,621.00	55 %

Brownsville Independent School District
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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	1,577,232.00	0.00	1,577,232.00	27,724.60	223,384.06	223,384.06	1,326,123.34	84 %
	Func: 21 Instructional Leadership								
61	PAYROLL COSTS	601,821.00	0.00	601,821.00	0.00	76,864.95	76,864.95	524,956.05	87 %
63	SUPPLIES/MATERIALS	2,500.00	8,470.00	10,970.00	10,479.00	0.00	0.00	491.00	4 %
64	OTHER OPERATING COSTS	10,000.00	-8,470.00	1,530.00	1,530.00	0.00	0.00	0.00	%
	Function Total:	614,321.00	0.00	614,321.00	12,009.00	76,864.95	76,864.95	525,447.05	85 %
	Func: 23 Campus Leadership								
61	PAYROLL COSTS	3,155,664.00	-30,000.00	3,125,664.00	0.00	148,109.07	148,109.07	2,977,554.93	95 %
62	PROF. CONTRACTED SERV.	114,000.00	173,800.00	287,800.00	210,278.80	0.00	0.00	77,521.20	26 %
63	SUPPLIES/MATERIALS	224,800.00	-115,800.00	109,000.00	4,930.00	0.00	0.00	104,070.00	95 %
64	OTHER OPERATING COSTS	50,200.00	-14,000.00	36,200.00	10,575.00	0.00	0.00	25,625.00	70 %
	Function Total:	3,544,664.00	14,000.00	3,558,664.00	225,783.80	148,109.07	148,109.07	3,184,771.13	89 %
	Func: 31 Counseling & Guidance								
63	SUPPLIES/MATERIALS	500.00	1,000.00	1,500.00	0.00	0.00	0.00	1,500.00	100 %
64	OTHER OPERATING COSTS	2,500.00	-1,000.00	1,500.00	999.00	0.00	0.00	501.00	33 %
	Function Total:	3,000.00	0.00	3,000.00	999.00	0.00	0.00	2,001.00	66 %
	Func: 32 Social Work Services								
61	PAYROLL COSTS	3,000.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00	100 %
	Function Total:	3,000.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00	100 %
	Func: 33 Health Services								
61	PAYROLL COSTS	8,000.00	0.00	8,000.00	0.00	0.00	0.00	8,000.00	100 %
62	PROF. CONTRACTED SERV.	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100 %
63	SUPPLIES/MATERIALS	10,000.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00	100 %
64	OTHER OPERATING COSTS	3,000.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00	100 %
	Function Total:	22,000.00	0.00	22,000.00	0.00	0.00	0.00	22,000.00	100 %
	Func: 36 Co Curricular Activity								
62	PROF. CONTRACTED SERV.	80,000.00	0.00	80,000.00	55,000.00	5,000.00	5,000.00	20,000.00	25 %
	Function Total:	80,000.00	0.00	80,000.00	55,000.00	5,000.00	5,000.00	20,000.00	25 %
	Func: 41 Administration								
61	PAYROLL COSTS	39,662.00	0.00	39,662.00	0.00	6,124.94	6,124.94	33,537.06	84 %

Brownsville Independent School District
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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
63	SUPPLIES/MATERIALS	7,000.00	0.00	7,000.00	5,523.54	0.00	0.00	1,476.46	21 %
	Function Total:	46,662.00	0.00	46,662.00	5,523.54	6,124.94	6,124.94	35,013.52	75 %
	Func: 51 Plant Maint & Operations								
62	PROF. CONTRACTED SERV.	15,000.00	0.00	15,000.00	0.00	0.00	0.00	15,000.00	100 %
63	SUPPLIES/MATERIALS	10,000.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00	100 %
66	CAP. OUT.-BUILD/EQUIP	10,000.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00	100 %
	Function Total:	35,000.00	0.00	35,000.00	0.00	0.00	0.00	35,000.00	100 %
	Func: 53 Data Processing								
61	PAYROLL COSTS	8,000.00	0.00	8,000.00	0.00	126.69	126.69	7,873.31	98 %
62	PROF. CONTRACTED SERV.	15,800.00	1,800.00	17,600.00	1,000.00	0.00	0.00	16,600.00	94 %
63	SUPPLIES/MATERIALS	7,950.00	0.00	7,950.00	2,190.94	0.00	0.00	5,759.06	72 %
64	OTHER OPERATING COSTS	15,250.00	-1,800.00	13,450.00	1,935.00	0.00	0.00	11,515.00	85 %
	Function Total:	47,000.00	0.00	47,000.00	5,125.94	126.69	126.69	41,747.37	88 %
	Func: 61 Community Services								
	Fund Total:	39,911,718.00	0.00	39,911,718.00	617,978.41	1,568,984.54	1,568,984.54	37,724,755.05	94 %
	Fund: 188 TAX RATE INCREASE								
62	PROF. CONTRACTED SERV.	0.00	10,500.00	10,500.00	0.00	0.00	0.00	10,500.00	100 %
63	SUPPLIES/MATERIALS	0.00	23,895.00	23,895.00	0.00	0.00	0.00	23,895.00	100 %
	Function Total:	0.00	34,395.00	34,395.00	0.00	0.00	0.00	34,395.00	100 %
	Func: 34 Student Transportation								
62	PROF. CONTRACTED SERV.	0.00	2,580,000.00	2,580,000.00	0.00	0.00	0.00	2,580,000.00	100 %
	Function Total:	0.00	2,580,000.00	2,580,000.00	0.00	0.00	0.00	2,580,000.00	100 %
	Func: 51 Plant Maint & Operations								
65	DEBT SERVICE	9,673,600.00	0.00	9,673,600.00	0.00	9,031,050.00	9,031,050.00	642,550.00	6 %
	Function Total:	9,673,600.00	0.00	9,673,600.00	0.00	9,031,050.00	9,031,050.00	642,550.00	6 %
	Func: 71 Debt Services								
62	PROF. CONTRACTED SERV.	0.00	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100 %
66	CAP. OUT.-BUILD/EQUIP	1,000,000.00	28,314,011.00	29,314,011.00	0.00	0.00	0.00	29,314,011.00	100 %

Brownsville Independent School District
Expenditure Summary Report
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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	1,000,000.00	28,414,011.00	29,414,011.00	0.00	0.00	0.00	29,414,011.00	100 %
	Func: 81 Facilities Acq & Constr								
	Fund Total:	10,673,600.00	31,028,406.00	41,702,006.00	0.00	9,031,050.00	9,031,050.00	32,670,956.00	78 %
	Fund: 189 MAINT TAX NOTES 2017								
66	CAP. OUT.-BUILD/EQUIP	0.00	9,387,179.00	9,387,179.00	3,423,668.13	0.00	0.00	5,963,510.87	63 %
	Function Total:	0.00	9,387,179.00	9,387,179.00	3,423,668.13	0.00	0.00	5,963,510.87	63 %
	Func: 81 Facilities Acq & Constr								
	Fund Total:	0.00	9,387,179.00	9,387,179.00	3,423,668.13	0.00	0.00	5,963,510.87	63 %
	Fund: 190 PFC-Construction Fund								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 191 Maintenance Tax Notes 201								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 192 Insurance Recovery								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 196 Medical Reimbursement-MAC								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 197 Projects								
63	SUPPLIES/MATERIALS	280,000.00	-19,675.00	260,325.00	91,535.58	0.00	0.00	168,789.42	64 %
66	CAP. OUT.-BUILD/EQUIP	0.00	19,675.00	19,675.00	19,674.92	0.00	0.00	0.08	%
	Function Total:	280,000.00	0.00	280,000.00	111,210.50	0.00	0.00	168,789.50	60 %
	Func: 11 Instruction								
62	PROF. CONTRACTED SERV.	213,500.00	-500.00	213,000.00	3,500.00	0.00	0.00	209,500.00	98 %
63	SUPPLIES/MATERIALS	136,500.00	500.00	137,000.00	30,503.00	0.00	0.00	106,497.00	77 %

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	350,000.00	0.00	350,000.00	34,003.00	0.00	0.00	315,997.00	90 %
	Func: 12 Instructional Resources								
61	PAYROLL COSTS	2,000.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	100 %
62	PROF. CONTRACTED SERV.	7,700.00	0.00	7,700.00	0.00	0.00	0.00	7,700.00	100 %
63	SUPPLIES/MATERIALS	55,488.00	0.00	55,488.00	20,051.92	0.00	0.00	35,436.08	63 %
	Function Total:	65,188.00	0.00	65,188.00	20,051.92	0.00	0.00	45,136.08	69 %
	Func: 33 Health Services								
62	PROF. CONTRACTED SERV.	11,600.00	0.00	11,600.00	0.00	0.00	0.00	11,600.00	100 %
64	OTHER OPERATING COSTS	148,400.00	0.00	148,400.00	34,725.00	21,920.00	21,920.00	91,755.00	61 %
	Function Total:	160,000.00	0.00	160,000.00	34,725.00	21,920.00	21,920.00	103,355.00	64 %
	Func: 41 Administration								
62	PROF. CONTRACTED SERV.	2,500,000.00	-213,879.00	2,286,121.00	578,636.56	33,419.30	33,419.30	1,674,065.14	73 %
63	SUPPLIES/MATERIALS	0.00	213,879.00	213,879.00	49,425.73	85,816.19	85,816.19	78,637.08	36 %
66	CAP. OUT.-BUILD/EQUIP	250,000.00	0.00	250,000.00	0.00	0.00	0.00	250,000.00	100 %
	Function Total:	2,750,000.00	0.00	2,750,000.00	628,062.29	119,235.49	119,235.49	2,002,702.22	72 %
	Func: 51 Plant Maint & Operations								
63	SUPPLIES/MATERIALS	126,200.00	0.00	126,200.00	0.00	0.00	0.00	126,200.00	100 %
66	CAP. OUT.-BUILD/EQUIP	173,800.00	0.00	173,800.00	0.00	0.00	0.00	173,800.00	100 %
	Function Total:	300,000.00	0.00	300,000.00	0.00	0.00	0.00	300,000.00	100 %
	Func: 52 Security & Monitoring Srv								
66	CAP. OUT.-BUILD/EQUIP	0.00	159,375.00	159,375.00	0.00	0.00	0.00	159,375.00	100 %
	Function Total:	0.00	159,375.00	159,375.00	0.00	0.00	0.00	159,375.00	100 %
	Func: 81 Facilities Acq & Constr								
	Fund Total:	3,905,188.00	159,375.00	4,064,563.00	828,052.71	141,155.49	141,155.49	3,095,354.80	76 %
	Fund: 198 Medical Reimbursement-SHA								
61	PAYROLL COSTS	0.00	0.00	0.00	0.00	2,527.48	2,527.48	-2,527.48	%
	Function Total:	0.00	0.00	0.00	0.00	2,527.48	2,527.48	-2,527.48	%
	Func: 11 Instruction								
61	PAYROLL COSTS	0.00	0.00	0.00	0.00	642.62	642.62	-642.62	%

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	0.00	0.00	0.00	0.00	642.62	642.62	-642.62	%
	Func: 36 Co Curricular Activity								
	Fund Total:	0.00	0.00	0.00	0.00	3,170.10	3,170.10	-3,170.10	%
	Fund: 199 Local Maintenance								
61	PAYROLL COSTS	170,156,167.00	-298,702.00	169,857,465.00	0.00	5,245,083.85	5,245,083.85	164,612,381.15	96 %
62	PROF. CONTRACTED SERV.	1,101,404.00	17,617.00	1,119,021.00	909,268.84	0.00	0.00	209,752.16	18 %
63	SUPPLIES/MATERIALS	1,426,753.00	1,668,955.00	3,095,708.00	1,686,605.88	15,339.49	15,339.49	1,393,762.63	45 %
64	OTHER OPERATING COSTS	698,166.00	2,000.00	700,166.00	169,466.36	663.48	663.48	530,036.16	75 %
66	CAP. OUT.-BUILD/EQUIP	0.00	11,930.00	11,930.00	6,495.00	0.00	0.00	5,435.00	45 %
	Function Total:	173,382,490.00	1,401,800.00	174,784,290.00	2,771,836.08	5,261,086.82	5,261,086.82	166,751,367.10	95 %
	Func: 11 Instruction								
61	PAYROLL COSTS	6,019,271.00	0.00	6,019,271.00	0.00	350,557.98	350,557.98	5,668,713.02	94 %
62	PROF. CONTRACTED SERV.	808,059.00	-4,340.00	803,719.00	780,845.83	5,962.17	5,962.17	16,911.00	2 %
63	SUPPLIES/MATERIALS	362,891.00	6,041.00	368,932.00	28,400.26	265.10	265.10	340,266.64	92 %
64	OTHER OPERATING COSTS	29,300.00	-7,000.00	22,300.00	246.88	0.00	0.00	22,053.12	98 %
66	CAP. OUT.-BUILD/EQUIP	36,970.00	6,299.00	43,269.00	0.00	0.00	0.00	43,269.00	100 %
	Function Total:	7,256,491.00	1,000.00	7,257,491.00	809,492.97	356,785.25	356,785.25	6,091,212.78	83 %
	Func: 12 Instructional Resources								
61	PAYROLL COSTS	2,509,521.00	7,000.00	2,516,521.00	0.00	287,411.90	287,411.90	2,229,109.10	88 %
62	PROF. CONTRACTED SERV.	100,632.00	4,000.00	104,632.00	41,571.04	0.00	0.00	63,060.96	60 %
63	SUPPLIES/MATERIALS	120,504.00	-18,330.00	102,174.00	24,965.88	0.00	0.00	77,208.12	75 %
64	OTHER OPERATING COSTS	218,024.00	7,440.00	225,464.00	10,062.88	712.90	712.90	214,688.22	95 %
	Function Total:	2,948,681.00	110.00	2,948,791.00	76,599.80	288,124.80	288,124.80	2,584,066.40	87 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	3,147,812.00	0.00	3,147,812.00	0.00	451,075.24	451,075.24	2,696,736.76	85 %
62	PROF. CONTRACTED SERV.	118,034.00	0.00	118,034.00	38,083.08	0.00	0.00	79,950.92	67 %
63	SUPPLIES/MATERIALS	149,372.00	10,964.00	160,336.00	42,680.68	319.66	319.66	117,335.66	73 %
64	OTHER OPERATING COSTS	141,820.00	-9,350.00	132,470.00	11,453.62	154.86	154.86	120,861.52	91 %
	Function Total:	3,557,038.00	1,614.00	3,558,652.00	92,217.38	451,549.76	451,549.76	3,014,884.86	84 %
	Func: 21 Instructional Leadership								
61	PAYROLL COSTS	23,880,387.00	1,000.00	23,881,387.00	0.00	2,761,969.79	2,761,969.79	21,119,417.21	88 %

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62	PROF. CONTRACTED SERV.	437,141.00	-55.00	437,086.00	221,906.72	0.00	0.00	215,179.28	49 %
63	SUPPLIES/MATERIALS	354,374.00	6,055.00	360,429.00	65,694.21	839.91	839.91	293,894.88	81 %
64	OTHER OPERATING COSTS	356,254.00	-7,000.00	349,254.00	45,146.33	0.00	0.00	304,107.67	87 %
Function Total:		25,028,156.00	0.00	25,028,156.00	332,747.26	2,762,809.70	2,762,809.70	21,932,599.04	87 %
Func: 23 Campus Leadership									
61	PAYROLL COSTS	12,588,128.00	0.00	12,588,128.00	0.00	676,548.22	676,548.22	11,911,579.78	94 %
62	PROF. CONTRACTED SERV.	315,744.00	-1,000.00	314,744.00	25,608.81	98,745.65	98,745.65	190,389.54	60 %
63	SUPPLIES/MATERIALS	283,605.00	-14.00	283,591.00	21,019.48	703.20	703.20	261,868.32	92 %
64	OTHER OPERATING COSTS	52,946.00	-600.00	52,346.00	1,147.50	0.00	0.00	51,198.50	97 %
Function Total:		13,240,423.00	-1,614.00	13,238,809.00	47,775.79	775,997.07	775,997.07	12,415,036.14	93 %
Func: 31 Counseling & Guidance									
61	PAYROLL COSTS	298,101.00	0.00	298,101.00	0.00	23,538.14	23,538.14	274,562.86	92 %
62	PROF. CONTRACTED SERV.	1,100.00	0.00	1,100.00	0.00	0.00	0.00	1,100.00	100 %
63	SUPPLIES/MATERIALS	13,666.00	0.00	13,666.00	0.00	0.00	0.00	13,666.00	100 %
64	OTHER OPERATING COSTS	10,500.00	0.00	10,500.00	4,500.00	0.00	0.00	6,000.00	57 %
Function Total:		323,367.00	0.00	323,367.00	4,500.00	23,538.14	23,538.14	295,328.86	91 %
Func: 32 Social Work Services									
61	PAYROLL COSTS	4,511,293.00	0.00	4,511,293.00	0.00	179,990.14	179,990.14	4,331,302.86	96 %
62	PROF. CONTRACTED SERV.	105,899.00	0.00	105,899.00	2,398.68	0.00	0.00	103,500.32	97 %
63	SUPPLIES/MATERIALS	97,551.00	0.00	97,551.00	3,929.35	0.00	0.00	93,621.65	95 %
64	OTHER OPERATING COSTS	7,930.00	0.00	7,930.00	1,620.00	0.00	0.00	6,310.00	79 %
Function Total:		4,722,673.00	0.00	4,722,673.00	7,948.03	179,990.14	179,990.14	4,534,734.83	96 %
Func: 33 Health Services									
61	PAYROLL COSTS	8,829,493.00	-7,521.00	8,821,972.00	0.00	310,491.69	310,491.69	8,511,480.31	96 %
62	PROF. CONTRACTED SERV.	458,827.00	7,124.00	465,951.00	84,033.98	160,217.41	160,217.41	221,699.61	47 %
63	SUPPLIES/MATERIALS	1,328,300.00	0.00	1,328,300.00	725,027.85	4,964.01	4,964.01	598,308.14	45 %
64	OTHER OPERATING COSTS	528,500.00	397.00	528,897.00	600.00	0.00	0.00	528,297.00	99 %
66	CAP. OUT.-BUILD/EQUIP	49,451.00	0.00	49,451.00	0.00	0.00	0.00	49,451.00	100 %
Function Total:		11,194,571.00	0.00	11,194,571.00	809,661.83	475,673.11	475,673.11	9,909,236.06	88 %
Func: 34 Student Transportation									
61	PAYROLL COSTS	840,000.00	0.00	840,000.00	0.00	18,033.17	18,033.17	821,966.83	97 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	840,000.00	0.00	840,000.00	0.00	18,033.17	18,033.17	821,966.83	97 %
	Func: 35 Food Services								
61	PAYROLL COSTS	3,250,905.00	0.00	3,250,905.00	0.00	512,801.35	512,801.35	2,738,103.65	84 %
62	PROF. CONTRACTED SERV.	161,347.00	39,786.00	201,133.00	44,177.81	2,000.00	2,000.00	154,955.19	77 %
63	SUPPLIES/MATERIALS	1,873,866.00	-115,266.00	1,758,600.00	242,661.41	10,307.62	10,307.62	1,505,630.97	85 %
64	OTHER OPERATING COSTS	2,806,623.00	203,414.00	3,010,037.00	24,172.20	525,790.00	525,790.00	2,460,074.80	81 %
66	CAP. OUT.-BUILD/EQUIP	3,000.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00	100 %
	Function Total:	8,095,741.00	127,934.00	8,223,675.00	311,011.42	1,050,898.97	1,050,898.97	6,861,764.61	83 %
	Func: 36 Co Curricular Activity								
61	PAYROLL COSTS	9,075,254.00	-202,900.00	8,872,354.00	0.00	1,572,393.74	1,572,393.74	7,299,960.26	82 %
62	PROF. CONTRACTED SERV.	1,906,629.00	292,442.00	2,199,071.00	732,671.90	60,164.24	60,164.24	1,406,234.86	63 %
63	SUPPLIES/MATERIALS	584,924.00	530,421.00	1,115,345.00	72,404.97	22,108.05	22,108.05	1,020,831.98	91 %
64	OTHER OPERATING COSTS	1,168,191.00	-25,663.00	1,142,528.00	415,782.42	147,275.54	147,275.54	579,470.04	50 %
66	CAP. OUT.-BUILD/EQUIP	0.00	5,700.00	5,700.00	5,688.00	0.00	0.00	12.00	%
	Function Total:	12,734,998.00	600,000.00	13,334,998.00	1,226,547.29	1,801,941.57	1,801,941.57	10,306,509.14	77 %
	Func: 41 Administration								
61	PAYROLL COSTS	23,083,571.00	21,000.00	23,104,571.00	0.00	3,294,622.96	3,294,622.96	19,809,948.04	85 %
62	PROF. CONTRACTED SERV.	15,654,254.00	159,600.00	15,813,854.00	733,621.08	821,687.66	821,687.66	14,258,545.26	90 %
63	SUPPLIES/MATERIALS	4,055,771.00	9,455,285.00	13,511,056.00	696,646.48	203,561.87	203,561.87	12,610,847.65	93 %
64	OTHER OPERATING COSTS	4,116,700.00	-80,600.00	4,036,100.00	30,985.00	259.00	259.00	4,004,856.00	99 %
66	CAP. OUT.-BUILD/EQUIP	240,000.00	13,871.00	253,871.00	13,871.00	0.00	0.00	240,000.00	94 %
	Function Total:	47,150,296.00	9,569,156.00	56,719,452.00	1,475,123.56	4,320,131.49	4,320,131.49	50,924,196.95	89 %
	Func: 51 Plant Maint & Operations								
61	PAYROLL COSTS	7,309,679.00	0.00	7,309,679.00	0.00	970,404.94	970,404.94	6,339,274.06	86 %
62	PROF. CONTRACTED SERV.	174,399.00	0.00	174,399.00	67,829.06	652.18	652.18	105,917.76	60 %
63	SUPPLIES/MATERIALS	372,732.00	0.00	372,732.00	71,909.84	3,040.94	3,040.94	297,781.22	79 %
64	OTHER OPERATING COSTS	83,159.00	0.00	83,159.00	3,537.02	1,582.00	1,582.00	78,039.98	93 %
66	CAP. OUT.-BUILD/EQUIP	71,400.00	0.00	71,400.00	65,380.00	0.00	0.00	6,020.00	8 %
	Function Total:	8,011,369.00	0.00	8,011,369.00	208,655.92	975,680.06	975,680.06	6,827,033.02	85 %
	Func: 52 Security & Monitoring Srv								
61	PAYROLL COSTS	2,569,601.00	0.00	2,569,601.00	0.00	423,557.54	423,557.54	2,146,043.46	83 %
62	PROF. CONTRACTED SERV.	5,080,592.00	0.00	5,080,592.00	1,269,218.49	372,391.83	372,391.83	3,438,981.68	67 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
63	SUPPLIES/MATERIALS	1,193,023.00	0.00	1,193,023.00	394,873.10	1,650.32	1,650.32	796,499.58	66 %
64	OTHER OPERATING COSTS	40,015.00	0.00	40,015.00	0.00	0.00	0.00	40,015.00	100 %
66	CAP. OUT.-BUILD/EQUIP	672,727.00	0.00	672,727.00	0.00	0.00	0.00	672,727.00	100 %
Function Total:		9,555,958.00	0.00	9,555,958.00	1,664,091.59	797,599.69	797,599.69	7,094,266.72	74 %
Func: 53 Data Processing									
61	PAYROLL COSTS	270,898.00	0.00	270,898.00	0.00	29,426.51	29,426.51	241,471.49	89 %
62	PROF. CONTRACTED SERV.	6,049.00	0.00	6,049.00	2,398.68	0.00	0.00	3,650.32	60 %
63	SUPPLIES/MATERIALS	43,578.00	0.00	43,578.00	2,000.00	0.00	0.00	41,578.00	95 %
64	OTHER OPERATING COSTS	40,450.00	0.00	40,450.00	1,563.14	0.00	0.00	38,886.86	96 %
Function Total:		360,975.00	0.00	360,975.00	5,961.82	29,426.51	29,426.51	325,586.67	90 %
Func: 61 Community Services									
65	DEBT SERVICE	5,929,520.00	0.00	5,929,520.00	1,215,531.00	94,513.68	94,513.68	4,619,475.32	77 %
Function Total:		5,929,520.00	0.00	5,929,520.00	1,215,531.00	94,513.68	94,513.68	4,619,475.32	77 %
Func: 71 Debt Services									
66	CAP. OUT.-BUILD/EQUIP	290,000.00	0.00	290,000.00	0.00	0.00	0.00	290,000.00	100 %
Function Total:		290,000.00	0.00	290,000.00	0.00	0.00	0.00	290,000.00	100 %
Func: 81 Facilities Acq & Constr									
62	PROF. CONTRACTED SERV.	150,000.00	0.00	150,000.00	0.00	0.00	0.00	150,000.00	100 %
Function Total:		150,000.00	0.00	150,000.00	0.00	0.00	0.00	150,000.00	100 %
Func: 95 Pymts to Juvenile Just									
62	PROF. CONTRACTED SERV.	995,500.00	0.00	995,500.00	230,130.75	0.00	0.00	765,369.25	76 %
Function Total:		995,500.00	0.00	995,500.00	230,130.75	0.00	0.00	765,369.25	76 %
Func: 99 Other Intergovernmental C									
Fund Total:		335,768,247.00	11,700,000.00	347,468,247.00	11,289,832.49	19,663,779.93	19,663,779.93	316,514,634.57	91 %
Grand Total:		497,291,483.00	52,274,960.00	549,566,443.00	26,184,668.58	34,600,479.74	34,600,479.74	488,781,294.68	88 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Fund: 204 SAFE AND DRUG FREE SCHOOL								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 206 McKinney Vento Homeless								
61	PAYROLL COSTS	102,757.00	23,109.00	125,866.00	0.00	14,814.10	14,814.10	111,051.90	88 %
63	SUPPLIES/MATERIALS	37,234.00	1,081.00	38,315.00	0.00	1,080.99	1,080.99	37,234.01	97 %
64	OTHER OPERATING COSTS	5,500.00	2,679.00	8,179.00	75.00	0.00	0.00	8,104.00	99 %
	Function Total:	145,491.00	26,869.00	172,360.00	75.00	15,895.09	15,895.09	156,389.91	90 %
	Func: 61 Community Services								
	Fund Total:	145,491.00	26,869.00	172,360.00	75.00	15,895.09	15,895.09	156,389.91	90 %
	Fund: 211 ESEA TITLE I								
61	PAYROLL COSTS	7,629,567.00	2,071,825.00	9,701,392.00	0.00	905,795.03	905,795.03	8,795,596.97	90 %
62	PROF. CONTRACTED SERV.	170,830.00	193,929.00	364,759.00	84,341.17	14,692.00	14,692.00	265,725.83	72 %
63	SUPPLIES/MATERIALS	4,890,456.00	1,395,698.00	6,286,154.00	1,434,533.46	12,224.19	12,224.19	4,839,396.35	76 %
64	OTHER OPERATING COSTS	711,634.00	-1,297.00	710,337.00	5,096.09	0.00	0.00	705,240.91	99 %
	Function Total:	13,402,487.00	3,660,155.00	17,062,642.00	1,523,970.72	932,711.22	932,711.22	14,605,960.06	85 %
	Func: 11 Instruction								
61	PAYROLL COSTS	1,523,227.00	139,800.00	1,663,027.00	0.00	78,786.84	78,786.84	1,584,240.16	95 %
63	SUPPLIES/MATERIALS	188,893.00	4,335.00	193,228.00	3,530.00	0.00	0.00	189,698.00	98 %
64	OTHER OPERATING COSTS	50.00	745.00	795.00	0.00	0.00	0.00	795.00	100 %
	Function Total:	1,712,170.00	144,880.00	1,857,050.00	3,530.00	78,786.84	78,786.84	1,774,733.16	95 %
	Func: 12 Instructional Resources								
61	PAYROLL COSTS	1,586,165.00	135,893.00	1,722,058.00	0.00	428,890.21	428,890.21	1,293,167.79	75 %
62	PROF. CONTRACTED SERV.	114,150.00	101,001.00	215,151.00	99,420.00	0.00	0.00	115,731.00	53 %
63	SUPPLIES/MATERIALS	459,664.00	88,129.00	547,793.00	25,234.36	0.00	0.00	522,558.64	95 %
64	OTHER OPERATING COSTS	295,984.00	20,334.00	316,318.00	6,464.00	1,110.00	1,110.00	308,744.00	97 %
	Function Total:	2,455,963.00	345,357.00	2,801,320.00	131,118.36	430,000.21	430,000.21	2,240,201.43	79 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	700,405.00	13,223.00	713,628.00	0.00	131,647.62	131,647.62	581,980.38	81 %
62	PROF. CONTRACTED SERV.	10,720.00	35,704.00	46,424.00	18,269.77	0.00	0.00	28,154.23	60 %
63	SUPPLIES/MATERIALS	278,059.00	32,504.00	310,563.00	35,810.29	0.00	0.00	274,752.71	88 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Budget Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
64	OTHER OPERATING COSTS	13,600.00	7,761.00	21,361.00	999.90	0.00	0.00	20,361.10	95 %
Function Total:		1,002,784.00	89,192.00	1,091,976.00	55,079.96	131,647.62	131,647.62	905,248.42	82 %
Func: 21 Instructional Leadership									
61	PAYROLL COSTS	161,861.00	208,552.00	370,413.00	0.00	177,254.09	177,254.09	193,158.91	52 %
62	PROF. CONTRACTED SERV.	1,000.00	0.00	1,000.00	545.00	0.00	0.00	455.00	45 %
63	SUPPLIES/MATERIALS	196,189.00	101,694.00	297,883.00	23,515.92	0.00	0.00	274,367.08	92 %
64	OTHER OPERATING COSTS	55,468.00	-275.00	55,193.00	375.00	0.00	0.00	54,818.00	99 %
Function Total:		414,518.00	309,971.00	724,489.00	24,435.92	177,254.09	177,254.09	522,798.99	72 %
Func: 23 Campus Leadership									
61	PAYROLL COSTS	34,087.00	50,188.00	84,275.00	0.00	6,264.60	6,264.60	78,010.40	92 %
62	PROF. CONTRACTED SERV.	50,000.00	0.00	50,000.00	0.00	50,000.00	50,000.00	0.00	%
63	SUPPLIES/MATERIALS	97,894.00	4,173.00	102,067.00	8,014.77	0.00	0.00	94,052.23	92 %
64	OTHER OPERATING COSTS	11,400.00	0.00	11,400.00	0.00	0.00	0.00	11,400.00	100 %
Function Total:		193,381.00	54,361.00	247,742.00	8,014.77	56,264.60	56,264.60	183,462.63	74 %
Func: 31 Counseling & Guidance									
61	PAYROLL COSTS	1,487,420.00	132,177.00	1,619,597.00	0.00	47,307.09	47,307.09	1,572,289.91	97 %
63	SUPPLIES/MATERIALS	40,540.00	1,971.00	42,511.00	1,923.67	0.00	0.00	40,587.33	95 %
Function Total:		1,527,960.00	134,148.00	1,662,108.00	1,923.67	47,307.09	47,307.09	1,612,877.24	97 %
Func: 33 Health Services									
64	OTHER OPERATING COSTS	2,000.00	1,489.00	3,489.00	0.00	0.00	0.00	3,489.00	100 %
Function Total:		2,000.00	1,489.00	3,489.00	0.00	0.00	0.00	3,489.00	100 %
Func: 36 Co Curricular Activity									
61	PAYROLL COSTS	164.00	900.00	1,064.00	0.00	0.00	0.00	1,064.00	100 %
62	PROF. CONTRACTED SERV.	38,000.00	139,622.00	177,622.00	27,173.16	0.00	0.00	150,448.84	84 %
63	SUPPLIES/MATERIALS	44,000.00	0.00	44,000.00	0.00	0.00	0.00	44,000.00	100 %
Function Total:		82,164.00	140,522.00	222,686.00	27,173.16	0.00	0.00	195,512.84	87 %
Func: 51 Plant Maint & Operations									
62	PROF. CONTRACTED SERV.	0.00	55,022.00	55,022.00	1,566.04	0.00	0.00	53,455.96	97 %
Function Total:		0.00	55,022.00	55,022.00	1,566.04	0.00	0.00	53,455.96	97 %
Func: 53 Data Processing									

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
61	PAYROLL COSTS	1,695,098.00	394,541.00	2,089,639.00	0.00	101,624.33	101,624.33	1,988,014.67	95 %
62	PROF. CONTRACTED SERV.	133,500.00	196,040.00	329,540.00	0.00	0.00	0.00	329,540.00	100 %
63	SUPPLIES/MATERIALS	289,824.00	-39,588.00	250,236.00	23,382.02	0.00	0.00	226,853.98	90 %
64	OTHER OPERATING COSTS	119,108.00	26,694.00	145,802.00	12,782.15	0.00	0.00	133,019.85	91 %
Function Total:		2,237,530.00	577,687.00	2,815,217.00	36,164.17	101,624.33	101,624.33	2,677,428.50	95 %
Func: 61 Community Services									
Fund Total:		23,030,957.00	5,512,784.00	28,543,741.00	1,812,976.77	1,955,596.00	1,955,596.00	24,775,168.23	86 %
Fund: 212 ESEA TITLE I PT C MIGRAN									
61	PAYROLL COSTS	40,000.00	155,896.00	195,896.00	0.00	38,650.63	38,650.63	157,245.37	80 %
62	PROF. CONTRACTED SERV.	58,640.00	57,240.00	115,880.00	0.00	0.00	0.00	115,880.00	100 %
63	SUPPLIES/MATERIALS	180,053.00	120,256.00	300,309.00	0.00	0.00	0.00	300,309.00	100 %
64	OTHER OPERATING COSTS	13,600.00	8,794.00	22,394.00	0.00	0.00	0.00	22,394.00	100 %
Function Total:		292,293.00	342,186.00	634,479.00	0.00	38,650.63	38,650.63	595,828.37	93 %
Func: 11 Instruction									
61	PAYROLL COSTS	1,350.00	1,604.00	2,954.00	0.00	1,178.34	1,178.34	1,775.66	60 %
Function Total:		1,350.00	1,604.00	2,954.00	0.00	1,178.34	1,178.34	1,775.66	60 %
Func: 13 Curriculum Development									
61	PAYROLL COSTS	294,117.00	13,033.00	307,150.00	0.00	55,924.90	55,924.90	251,225.10	81 %
62	PROF. CONTRACTED SERV.	4,100.00	1,913.00	6,013.00	2,398.68	0.00	0.00	3,614.32	60 %
63	SUPPLIES/MATERIALS	33,500.00	37,470.00	70,970.00	0.00	297.28	297.28	70,672.72	99 %
64	OTHER OPERATING COSTS	26,550.00	27,765.00	54,315.00	0.00	0.00	0.00	54,315.00	100 %
Function Total:		358,267.00	80,181.00	438,448.00	2,398.68	56,222.18	56,222.18	379,827.14	86 %
Func: 21 Instructional Leadership									
61	PAYROLL COSTS	93,599.00	4,854.00	98,453.00	0.00	10,442.78	10,442.78	88,010.22	89 %
Function Total:		93,599.00	4,854.00	98,453.00	0.00	10,442.78	10,442.78	88,010.22	89 %
Func: 31 Counseling & Guidance									
64	OTHER OPERATING COSTS	0.00	19,300.00	19,300.00	0.00	0.00	0.00	19,300.00	100 %
Function Total:		0.00	19,300.00	19,300.00	0.00	0.00	0.00	19,300.00	100 %
Func: 36 Co Curricular Activity									
61	PAYROLL COSTS	236,925.00	105,065.00	341,990.00	0.00	27,208.14	27,208.14	314,781.86	92 %

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
63	SUPPLIES/MATERIALS	62,250.00	23,178.00	85,428.00	12,012.21	0.00	0.00	73,415.79	85 %
64	OTHER OPERATING COSTS	7,700.00	4,975.00	12,675.00	0.00	0.00	0.00	12,675.00	100 %
Function Total:		306,875.00	133,218.00	440,093.00	12,012.21	27,208.14	27,208.14	400,872.65	91 %
Func: 61 Community Services									
Fund Total:		1,052,384.00	581,343.00	1,633,727.00	14,410.89	133,702.07	133,702.07	1,485,614.04	90 %
Fund: 216 SCHOOL IMPROVEMENT PROGRA									
Fund Total:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 220 Adult Ed-English Lit									
61	PAYROLL COSTS	126,152.00	0.00	126,152.00	0.00	2,210.38	2,210.38	123,941.62	98 %
Function Total:		126,152.00	0.00	126,152.00	0.00	2,210.38	2,210.38	123,941.62	98 %
Func: 11 Instruction									
61	PAYROLL COSTS	2,782.00	0.00	2,782.00	0.00	518.13	518.13	2,263.87	81 %
Function Total:		2,782.00	0.00	2,782.00	0.00	518.13	518.13	2,263.87	81 %
Func: 21 Instructional Leadership									
61	PAYROLL COSTS	680.00	0.00	680.00	0.00	0.00	0.00	680.00	100 %
62	PROF. CONTRACTED SERV.	4,933.00	448.00	5,381.00	1,456.00	0.00	0.00	3,925.00	72 %
63	SUPPLIES/MATERIALS	11,247.00	50.00	11,297.00	0.00	0.00	0.00	11,297.00	100 %
64	OTHER OPERATING COSTS	480.00	4.00	484.00	0.00	0.00	0.00	484.00	100 %
Function Total:		17,340.00	502.00	17,842.00	1,456.00	0.00	0.00	16,386.00	91 %
Func: 61 Community Services									
Fund Total:		146,274.00	502.00	146,776.00	1,456.00	2,728.51	2,728.51	142,591.49	97 %
Fund: 224 IDEA B									
61	PAYROLL COSTS	6,390,022.00	1,158,475.00	7,548,497.00	0.00	231,177.24	231,177.24	7,317,319.76	96 %
Function Total:		6,390,022.00	1,158,475.00	7,548,497.00	0.00	231,177.24	231,177.24	7,317,319.76	96 %
Func: 11 Instruction									
61	PAYROLL COSTS	1,368,146.00	100,013.00	1,468,159.00	0.00	40,689.89	40,689.89	1,427,469.11	97 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	1,368,146.00	100,013.00	1,468,159.00	0.00	40,689.89	40,689.89	1,427,469.11	97 %
	Func: 31 Counseling & Guidance								
	Fund Total:	7,758,168.00	1,258,488.00	9,016,656.00	0.00	271,867.13	271,867.13	8,744,788.87	96 %
	Fund: 225 IDEA B-PRESCHOOL								
61	PAYROLL COSTS	83,527.00	80,998.00	164,525.00	0.00	2,521.18	2,521.18	162,003.82	98 %
	Function Total:	83,527.00	80,998.00	164,525.00	0.00	2,521.18	2,521.18	162,003.82	98 %
	Func: 11 Instruction								
	Fund Total:	83,527.00	80,998.00	164,525.00	0.00	2,521.18	2,521.18	162,003.82	98 %
	Fund: 226 IDEA B-DISCRETIONARY								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 227 IDEA B-DEAF								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 231 JOB TRAINING PARTNERSHIP								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 244 VOCATIONAL EDUCATION BASI								
61	PAYROLL COSTS	198,906.00	11,889.00	210,795.00	0.00	22,888.62	22,888.62	187,906.38	89 %
62	PROF. CONTRACTED SERV.	50,000.00	-9,477.00	40,523.00	32,373.00	0.00	0.00	8,150.00	20 %
63	SUPPLIES/MATERIALS	175,223.00	58,774.00	233,997.00	47,200.00	0.00	0.00	186,797.00	79 %
64	OTHER OPERATING COSTS	110,200.00	56,730.00	166,930.00	0.00	-217.50	-217.50	167,147.50	100 %
	Function Total:	534,329.00	117,916.00	652,245.00	79,573.00	22,671.12	22,671.12	550,000.88	84 %
	Func: 11 Instruction								
64	OTHER OPERATING COSTS	90,000.00	56,887.00	146,887.00	0.00	0.00	0.00	146,887.00	100 %
	Function Total:	90,000.00	56,887.00	146,887.00	0.00	0.00	0.00	146,887.00	100 %
	Func: 13 Curriculum Development								

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Fund Total:	624,329.00	174,803.00	799,132.00	79,573.00	22,671.12	22,671.12	696,887.88	87 %
	Fund: 255 TEACH PRINC TRAIN AND REC								
61	PAYROLL COSTS	1,863,849.00	166,153.00	2,030,002.00	0.00	44,402.22	44,402.22	1,985,599.78	97 %
62	PROF. CONTRACTED SERV.	0.00	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	100 %
63	SUPPLIES/MATERIALS	0.00	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100 %
64	OTHER OPERATING COSTS	144,555.00	-133,745.00	10,810.00	0.00	0.00	0.00	10,810.00	100 %
	Function Total:	2,008,404.00	145,408.00	2,153,812.00	0.00	44,402.22	44,402.22	2,109,409.78	97 %
	Func: 11 Instruction								
61	PAYROLL COSTS	0.00	14,928.00	14,928.00	0.00	0.00	0.00	14,928.00	100 %
62	PROF. CONTRACTED SERV.	78,480.00	62,419.00	140,899.00	10,800.00	0.00	0.00	130,099.00	92 %
63	SUPPLIES/MATERIALS	8,547.00	21,296.00	29,843.00	0.00	0.00	0.00	29,843.00	100 %
64	OTHER OPERATING COSTS	17,213.00	42,956.00	60,169.00	0.00	0.00	0.00	60,169.00	100 %
	Function Total:	104,240.00	141,599.00	245,839.00	10,800.00	0.00	0.00	235,039.00	95 %
	Func: 13 Curriculum Development								
63	SUPPLIES/MATERIALS	0.00	21,000.00	21,000.00	0.00	0.00	0.00	21,000.00	100 %
64	OTHER OPERATING COSTS	51,000.00	13,021.00	64,021.00	0.00	0.00	0.00	64,021.00	100 %
	Function Total:	51,000.00	34,021.00	85,021.00	0.00	0.00	0.00	85,021.00	100 %
	Func: 21 Instructional Leadership								
64	OTHER OPERATING COSTS	0.00	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100 %
	Function Total:	0.00	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100 %
	Func: 41 Administration								
	Fund Total:	2,163,644.00	326,028.00	2,489,672.00	10,800.00	44,402.22	44,402.22	2,434,469.78	97 %
	Fund: 256 Comp School Reform Grnt								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 261 TEXAS READING FIRST INITI								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 262 ENHANCING EDUCATION THRU								

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	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 263 ENGLISH LANGUAGE ACQUISIT								
61	PAYROLL COSTS	480,326.00	39,770.00	520,096.00	0.00	37,763.87	37,763.87	482,332.13	92 %
62	PROF. CONTRACTED SERV.	173,000.00	17,040.00	190,040.00	123,000.00	0.00	0.00	67,040.00	35 %
63	SUPPLIES/MATERIALS	272,257.00	237,356.00	509,613.00	24,389.79	0.00	0.00	485,223.21	95 %
64	OTHER OPERATING COSTS	6,000.00	0.00	6,000.00	0.00	0.00	0.00	6,000.00	100 %
	Function Total:	931,583.00	294,166.00	1,225,749.00	147,389.79	37,763.87	37,763.87	1,040,595.34	84 %
	Func: 11 Instruction								
61	PAYROLL COSTS	175,601.00	36,534.00	212,135.00	0.00	30,960.44	30,960.44	181,174.56	85 %
62	PROF. CONTRACTED SERV.	0.00	100,330.00	100,330.00	46,900.00	0.00	0.00	53,430.00	53 %
63	SUPPLIES/MATERIALS	5,704.00	-1,700.00	4,004.00	1,444.50	0.00	0.00	2,559.50	63 %
64	OTHER OPERATING COSTS	11,767.00	-1,500.00	10,267.00	0.00	0.00	0.00	10,267.00	100 %
	Function Total:	193,072.00	133,664.00	326,736.00	48,344.50	30,960.44	30,960.44	247,431.06	75 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	35,148.00	1,044.00	36,192.00	0.00	6,619.24	6,619.24	29,572.76	81 %
62	PROF. CONTRACTED SERV.	0.00	18.00	18.00	0.00	0.00	0.00	18.00	100 %
63	SUPPLIES/MATERIALS	2,028.00	-1,735.00	293.00	0.00	0.00	0.00	293.00	100 %
64	OTHER OPERATING COSTS	4,927.00	0.00	4,927.00	0.00	0.00	0.00	4,927.00	100 %
	Function Total:	42,103.00	-673.00	41,430.00	0.00	6,619.24	6,619.24	34,810.76	84 %
	Func: 21 Instructional Leadership								
63	SUPPLIES/MATERIALS	0.00	99.00	99.00	0.00	0.00	0.00	99.00	100 %
	Function Total:	0.00	99.00	99.00	0.00	0.00	0.00	99.00	100 %
	Func: 23 Campus Leadership								
62	PROF. CONTRACTED SERV.	7,000.00	6,000.00	13,000.00	6,363.08	0.00	0.00	6,636.92	51 %
	Function Total:	7,000.00	6,000.00	13,000.00	6,363.08	0.00	0.00	6,636.92	51 %
	Func: 31 Counseling & Guidance								
62	PROF. CONTRACTED SERV.	0.00	557.00	557.00	0.00	0.00	0.00	557.00	100 %
63	SUPPLIES/MATERIALS	15,000.00	1.00	15,001.00	0.00	0.00	0.00	15,001.00	100 %
64	OTHER OPERATING COSTS	0.00	23.00	23.00	0.00	0.00	0.00	23.00	100 %

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	Function Total:	15,000.00	581.00	15,581.00	0.00	0.00	0.00	15,581.00	100 %
	Func: 61 Community Services								
	Fund Total:	1,188,758.00	433,837.00	1,622,595.00	202,097.37	75,343.55	75,343.55	1,345,154.08	82 %
	Fund: 265 21ST CENTURY LEARNING CEN								
61	PAYROLL COSTS	0.00	209,596.00	209,596.00	0.00	96,499.26	96,499.26	113,096.74	53 %
	Function Total:	0.00	209,596.00	209,596.00	0.00	96,499.26	96,499.26	113,096.74	53 %
	Func: 11 Instruction								
	Fund Total:	0.00	209,596.00	209,596.00	0.00	96,499.26	96,499.26	113,096.74	53 %
	Fund: 266 CARES STIMULUS GRANT								
62	PROF. CONTRACTED SERV.	0.00	360,000.00	360,000.00	316,000.00	0.00	0.00	44,000.00	12 %
63	SUPPLIES/MATERIALS	0.00	4,674,500.00	4,674,500.00	2,631,100.00	1,545,750.00	1,545,750.00	497,650.00	10 %
	Function Total:	0.00	5,034,500.00	5,034,500.00	2,947,100.00	1,545,750.00	1,545,750.00	541,650.00	10 %
	Func: 11 Instruction								
62	PROF. CONTRACTED SERV.	0.00	1,548,000.00	1,548,000.00	288,000.00	720,000.00	720,000.00	540,000.00	34 %
	Function Total:	0.00	1,548,000.00	1,548,000.00	288,000.00	720,000.00	720,000.00	540,000.00	34 %
	Func: 51 Plant Maint & Operations								
	Fund Total:	0.00	6,582,500.00	6,582,500.00	3,235,100.00	2,265,750.00	2,265,750.00	1,081,650.00	16 %
	Fund: 269 INNOVATIVE PROGRAMS								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 274 GEAR UP								
61	PAYROLL COSTS	0.00	70,060.00	70,060.00	0.00	0.00	0.00	70,060.00	100 %
63	SUPPLIES/MATERIALS	0.00	100,728.00	100,728.00	29,416.00	0.00	0.00	71,312.00	70 %
64	OTHER OPERATING COSTS	0.00	34,657.00	34,657.00	0.00	0.00	0.00	34,657.00	100 %
	Function Total:	0.00	205,445.00	205,445.00	29,416.00	0.00	0.00	176,029.00	85 %
	Func: 11 Instruction								
61	PAYROLL COSTS	260,191.00	70,519.00	330,710.00	0.00	30,021.65	30,021.65	300,688.35	90 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Actual Balance	Percent Availabl
63	SUPPLIES/MATERIALS	0.00	3,570.00	3,570.00	0.00	0.00	0.00	3,570.00	100 %
64	OTHER OPERATING COSTS	0.00	11,519.00	11,519.00	800.00	0.00	0.00	10,719.00	93 %
Function Total:		260,191.00	85,608.00	345,799.00	800.00	30,021.65	30,021.65	314,977.35	91 %
Func: 31 Counseling & Guidance									
63	SUPPLIES/MATERIALS	0.00	2,516.00	2,516.00	0.00	0.00	0.00	2,516.00	100 %
64	OTHER OPERATING COSTS	0.00	2,080.00	2,080.00	0.00	0.00	0.00	2,080.00	100 %
Function Total:		0.00	4,596.00	4,596.00	0.00	0.00	0.00	4,596.00	100 %
Func: 61 Community Services									
Fund Total:		260,191.00	295,649.00	555,840.00	30,216.00	30,021.65	30,021.65	495,602.35	89 %
Fund: 276 TTIPS									
Fund Total:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 279 ENHANCING ED THRU TECHN (									
Fund Total:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 280 Texas Homless ED ARRA									
Fund Total:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 283 IDEA B-ARRA									
Fund Total:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 284 IDEA B Presch-ARRA									
Fund Total:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 285 American Rec Reinv Act									
Fund Total:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 286 T-TIPS									
Fund Total:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	%

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Fund: 287 EDUCATION JOBS FUND								
61	PAYROLL COSTS	0.00	122,754.00	122,754.00	0.00	467,232.94	467,232.94	-344,478.94	(280) %
	Function Total:	0.00	122,754.00	122,754.00	0.00	467,232.94	467,232.94	-344,478.94	(280) %
	Func: 11 Instruction								
61	PAYROLL COSTS	0.00	360.00	360.00	0.00	2,952.35	2,952.35	-2,592.35	(720) %
	Function Total:	0.00	360.00	360.00	0.00	2,952.35	2,952.35	-2,592.35	(720) %
	Func: 12 Instructional Resources								
61	PAYROLL COSTS	49,495.00	37,783.00	87,278.00	0.00	161,983.99	161,983.99	-74,705.99	(85) %
64	OTHER OPERATING COSTS	0.00	9,525.00	9,525.00	0.00	0.00	0.00	9,525.00	100 %
	Function Total:	49,495.00	47,308.00	96,803.00	0.00	161,983.99	161,983.99	-65,180.99	(67) %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	0.00	0.00	0.00	0.00	20,128.34	20,128.34	-20,128.34	____ %
	Function Total:	0.00	0.00	0.00	0.00	20,128.34	20,128.34	-20,128.34	%
	Func: 23 Campus Leadership								
61	PAYROLL COSTS	0.00	3,619.00	3,619.00	0.00	11,552.16	11,552.16	-7,933.16	(219) %
	Function Total:	0.00	3,619.00	3,619.00	0.00	11,552.16	11,552.16	-7,933.16	(219) %
	Func: 31 Counseling & Guidance								
	Fund Total:	49,495.00	174,041.00	223,536.00	0.00	663,849.78	663,849.78	-440,313.78	(196) %
	Fund: 288 FED FUND SPEC REV - LOC D								
61	PAYROLL COSTS	0.00	838.00	838.00	0.00	0.00	0.00	838.00	100 %
	Function Total:	0.00	838.00	838.00	0.00	0.00	0.00	838.00	100 %
	Func: 11 Instruction								
61	PAYROLL COSTS	82,726.00	25,941.00	108,667.00	0.00	53,809.61	53,809.61	54,857.39	50 %
62	PROF. CONTRACTED SERV.	0.00	190,018.00	190,018.00	0.00	0.00	0.00	190,018.00	100 %
63	SUPPLIES/MATERIALS	0.00	149,860.00	149,860.00	0.00	49,633.93	49,633.93	100,226.07	66 %
	Function Total:	82,726.00	365,819.00	448,545.00	0.00	103,443.54	103,443.54	345,101.46	76 %
	Func: 12 Instructional Resources								
61	PAYROLL COSTS	0.00	35,414.00	35,414.00	0.00	15,834.63	15,834.63	19,579.37	55 %
63	SUPPLIES/MATERIALS	0.00	18,582.00	18,582.00	17,173.00	0.00	0.00	1,409.00	7 %

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	Function Total:	0.00	53,996.00	53,996.00	17,173.00	15,834.63	15,834.63	20,988.37	38 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	0.00	14,397.00	14,397.00	0.00	3,411.75	3,411.75	10,985.25	76 %
63	SUPPLIES/MATERIALS	0.00	1,865.00	1,865.00	0.00	0.00	0.00	1,865.00	100 %
64	OTHER OPERATING COSTS	0.00	3,847.00	3,847.00	0.00	0.00	0.00	3,847.00	100 %
	Function Total:	0.00	20,109.00	20,109.00	0.00	3,411.75	3,411.75	16,697.25	83 %
	Func: 21 Instructional Leadership								
62	PROF. CONTRACTED SERV.	0.00	6,119.00	6,119.00	0.00	0.00	0.00	6,119.00	100 %
63	SUPPLIES/MATERIALS	0.00	181,813.00	181,813.00	0.00	0.00	0.00	181,813.00	100 %
64	OTHER OPERATING COSTS	0.00	2,956.00	2,956.00	0.00	0.00	0.00	2,956.00	100 %
	Function Total:	0.00	190,888.00	190,888.00	0.00	0.00	0.00	190,888.00	100 %
	Func: 52 Security & Monitoring Srv								
	Fund Total:	82,726.00	631,650.00	714,376.00	17,173.00	122,689.92	122,689.92	574,513.08	80 %
	Fund: 289 OTHER FEDERALLY FUNDED PG								
61	PAYROLL COSTS	822,981.00	160.00	823,141.00	0.00	13,765.30	13,765.30	809,375.70	98 %
62	PROF. CONTRACTED SERV.	0.00	62,000.00	62,000.00	1,700.00	0.00	0.00	60,300.00	97 %
63	SUPPLIES/MATERIALS	25,330.00	418,056.00	443,386.00	2,407.73	-27.00	-27.00	441,005.27	99 %
64	OTHER OPERATING COSTS	8,800.00	0.00	8,800.00	0.00	0.00	0.00	8,800.00	100 %
66	CAP. OUT.-BUILD/EQUIP	678,459.00	982,502.00	1,660,961.00	0.00	0.00	0.00	1,660,961.00	100 %
	Function Total:	1,535,570.00	1,462,718.00	2,998,288.00	4,107.73	13,738.30	13,738.30	2,980,441.97	99 %
	Func: 11 Instruction								
62	PROF. CONTRACTED SERV.	26,130.00	2,441.00	28,571.00	0.00	3,000.00	3,000.00	25,571.00	89 %
63	SUPPLIES/MATERIALS	0.00	1,720.00	1,720.00	0.00	1,695.62	1,695.62	24.38	1 %
64	OTHER OPERATING COSTS	10,080.00	1,168.00	11,248.00	0.00	0.00	0.00	11,248.00	100 %
	Function Total:	36,210.00	5,329.00	41,539.00	0.00	4,695.62	4,695.62	36,843.38	88 %
	Func: 13 Curriculum Development								
63	SUPPLIES/MATERIALS	15,000.00	15,000.00	30,000.00	12,580.00	0.00	0.00	17,420.00	58 %
64	OTHER OPERATING COSTS	15,000.00	0.00	15,000.00	0.00	0.00	0.00	15,000.00	100 %
	Function Total:	30,000.00	15,000.00	45,000.00	12,580.00	0.00	0.00	32,420.00	72 %
	Func: 21 Instructional Leadership								

Brownsville Independent School District
Expenditure Summary Report
07/01/2020 - 08/31/2020

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Budget Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
61	PAYROLL COSTS	104,110.00	0.00	104,110.00	0.00	10,990.51	10,990.51	93,119.49	89 %
63	SUPPLIES/MATERIALS	24,692.00	0.00	24,692.00	0.00	0.00	0.00	24,692.00	100 %
Function Total:		128,802.00	0.00	128,802.00	0.00	10,990.51	10,990.51	117,811.49	91 %
Func: 31 Counseling & Guidance									
63	SUPPLIES/MATERIALS	0.00	106,774.00	106,774.00	106,659.00	0.00	0.00	115.00	%
66	CAP. OUT.-BUILD/EQUIP	0.00	68,359.00	68,359.00	68,358.76	0.00	0.00	0.24	%
Function Total:		0.00	175,133.00	175,133.00	175,017.76	0.00	0.00	115.24	%
Func: 53 Data Processing									
61	PAYROLL COSTS	0.00	17,237.00	17,237.00	0.00	0.00	0.00	17,237.00	100 %
62	PROF. CONTRACTED SERV.	0.00	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100 %
63	SUPPLIES/MATERIALS	0.00	2,570.00	2,570.00	0.00	0.00	0.00	2,570.00	100 %
Function Total:		0.00	21,807.00	21,807.00	0.00	0.00	0.00	21,807.00	100 %
Func: 61 Community Services									
Fund Total:		1,730,582.00	1,679,987.00	3,410,569.00	191,705.49	29,424.43	29,424.43	3,189,439.08	93 %
Fund: 309 Federal Adult Education									
61	PAYROLL COSTS	879,072.00	10,644.00	889,716.00	0.00	71,583.46	71,583.46	818,132.54	91 %
Function Total:		879,072.00	10,644.00	889,716.00	0.00	71,583.46	71,583.46	818,132.54	91 %
Func: 11 Instruction									
61	PAYROLL COSTS	30,953.00	3,559.00	34,512.00	0.00	3,550.11	3,550.11	30,961.89	89 %
Function Total:		30,953.00	3,559.00	34,512.00	0.00	3,550.11	3,550.11	30,961.89	89 %
Func: 13 Curriculum Development									
61	PAYROLL COSTS	85,736.00	0.00	85,736.00	0.00	8,988.37	8,988.37	76,747.63	89 %
Function Total:		85,736.00	0.00	85,736.00	0.00	8,988.37	8,988.37	76,747.63	89 %
Func: 21 Instructional Leadership									
61	PAYROLL COSTS	7,820.00	0.00	7,820.00	0.00	0.00	0.00	7,820.00	100 %
62	PROF. CONTRACTED SERV.	180,577.00	34,546.00	215,123.00	17,189.00	0.00	0.00	197,934.00	92 %
63	SUPPLIES/MATERIALS	55,000.00	45,536.00	100,536.00	376.85	0.00	0.00	100,159.15	99 %
64	OTHER OPERATING COSTS	25,520.00	11,817.00	37,337.00	0.00	0.00	0.00	37,337.00	100 %

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	268,917.00	91,899.00	360,816.00	17,565.85	0.00	0.00	343,250.15	95 %
	Func: 61 Community Services								
	Fund Total:	1,264,678.00	106,102.00	1,370,780.00	17,565.85	84,121.94	84,121.94	1,269,092.21	92 %
	Fund: 312 Federal TANF								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 315 IDEA B-DISCRETIONARY DEAF								
61	PAYROLL COSTS	150,356.00	16,594.00	166,950.00	0.00	5,799.00	5,799.00	161,151.00	96 %
	Function Total:	150,356.00	16,594.00	166,950.00	0.00	5,799.00	5,799.00	161,151.00	96 %
	Func: 11 Instruction								
	Fund Total:	150,356.00	16,594.00	166,950.00	0.00	5,799.00	5,799.00	161,151.00	96 %
	Fund: 316 IDEA B-DEAF								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 317 IDEA B-PRESCHOOL DEAF								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 340 IDEA C-EARLY INTERVENTION								
63	SUPPLIES/MATERIALS	500.00	504.00	1,004.00	0.00	0.00	0.00	1,004.00	100 %
	Function Total:	500.00	504.00	1,004.00	0.00	0.00	0.00	1,004.00	100 %
	Func: 11 Instruction								
	Fund Total:	500.00	504.00	1,004.00	0.00	0.00	0.00	1,004.00	100 %
	Fund: 381 ADULT ED-TEXAS LEARNS								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 392 NON EDUCATION COMM BASED								

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 394 PREGANCY-EDUC-PARENT EDUC								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 397 ADV PLACEMENT INCENTIVES								
64	OTHER OPERATING COSTS	0.00	12,210.00	12,210.00	0.00	0.00	0.00	12,210.00	100 %
	Function Total:	0.00	12,210.00	12,210.00	0.00	0.00	0.00	12,210.00	100 %
	Func: 13 Curriculum Development								
	Fund Total:	0.00	12,210.00	12,210.00	0.00	0.00	0.00	12,210.00	100 %
	Fund: 401 OPTIONAL EXTENDED YEAR PR								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 404 STUDENT SUCCESS INITIATIV								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 409 BASIC SKILLS PRG FR H S S								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 410 STATE TEXTBOOK(Inst Mat A								
62	PROF. CONTRACTED SERV.	0.00	31,000.00	31,000.00	0.00	0.00	0.00	31,000.00	100 %
63	SUPPLIES/MATERIALS	4,900,000.00	-31,000.00	4,869,000.00	80,000.00	-4.50	-4.50	4,789,004.50	98 %
	Function Total:	4,900,000.00	0.00	4,900,000.00	80,000.00	-4.50	-4.50	4,820,004.50	98 %
	Func: 11 Instruction								
	Fund Total:	4,900,000.00	0.00	4,900,000.00	80,000.00	-4.50	-4.50	4,820,004.50	98 %
	Fund: 411 TECHNOLOGY ALLOTMENT								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 415 KINDERGARTEN AND PRE-K GR								

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Budget Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 418 AEHIC OR SUPPL COMPENSATI								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 426 TEEG 3								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 427 I SEE YOU GRANT								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 428 HIGH SCHOOL ALLOTMENT								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 429 STATE FUNDED SPECIAL REVE								
61	PAYROLL COSTS	0.00	38,762.00	38,762.00	0.00	0.00	0.00	38,762.00	100 %
63	SUPPLIES/MATERIALS	0.00	63,988.00	63,988.00	934.47	0.00	0.00	63,053.53	98 %
64	OTHER OPERATING COSTS	0.00	43,196.00	43,196.00	1,540.02	17,659.48	17,659.48	23,996.50	55 %
	Function Total:	0.00	145,946.00	145,946.00	2,474.49	17,659.48	17,659.48	125,812.03	86 %
	Func: 11 Instruction								
61	PAYROLL COSTS	0.00	31,794.00	31,794.00	0.00	8,225.06	8,225.06	23,568.94	74 %
62	PROF. CONTRACTED SERV.	0.00	22,947.00	22,947.00	0.00	0.00	0.00	22,947.00	100 %
63	SUPPLIES/MATERIALS	0.00	11,990.00	11,990.00	0.00	0.00	0.00	11,990.00	100 %
64	OTHER OPERATING COSTS	0.00	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100 %
	Function Total:	0.00	71,731.00	71,731.00	0.00	8,225.06	8,225.06	63,505.94	88 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	39,562.00	23,898.00	63,460.00	0.00	7,486.56	7,486.56	55,973.44	88 %
	Function Total:	39,562.00	23,898.00	63,460.00	0.00	7,486.56	7,486.56	55,973.44	88 %
	Func: 21 Instructional Leadership								
62	PROF. CONTRACTED SERV.	0.00	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	100 %

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	0.00	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	100 %
	Func: 31 Counseling & Guidance								
62	PROF. CONTRACTED SERV.	0.00	10,000.00	10,000.00	10,000.00	0.00	0.00	0.00	%
63	SUPPLIES/MATERIALS	0.00	399,000.00	399,000.00	276,370.20	0.00	0.00	122,629.80	30 %
	Function Total:	0.00	409,000.00	409,000.00	286,370.20	0.00	0.00	122,629.80	29 %
	Func: 52 Security & Monitoring Srv								
	Fund Total:	39,562.00	730,575.00	770,137.00	288,844.69	33,371.10	33,371.10	447,921.21	58 %
	Fund: 431 SSA - ADULT EDUCATION - S								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 432 SSA - TANF - STATE								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 435 SSA - REGIONAL DAY SCH FR								
61	PAYROLL COSTS	584,361.00	22,082.00	606,443.00	0.00	18,363.66	18,363.66	588,079.34	96 %
	Function Total:	584,361.00	22,082.00	606,443.00	0.00	18,363.66	18,363.66	588,079.34	96 %
	Func: 11 Instruction								
61	PAYROLL COSTS	84,662.00	3,615.00	88,277.00	0.00	2,540.22	2,540.22	85,736.78	97 %
	Function Total:	84,662.00	3,615.00	88,277.00	0.00	2,540.22	2,540.22	85,736.78	97 %
	Func: 31 Counseling & Guidance								
	Fund Total:	669,023.00	25,697.00	694,720.00	0.00	20,903.88	20,903.88	673,816.12	96 %
	Fund: 496 AVID-UTPA								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 497 TX HS PROJECT GRANT								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 498 OTHER LOCAL FUNDED SP REV								

Brownsville Independent School District
Expenditure Summary Report
07/01/2020 - 08/31/2020

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 499 LOCALLY FUNDED SPECIAL RE								
63	SUPPLIES/MATERIALS	0.00	1,961.00	1,961.00	0.00	0.00	0.00	1,961.00	100 %
64	OTHER OPERATING COSTS	0.00	3,252.00	3,252.00	0.00	0.00	0.00	3,252.00	100 %
	Function Total:	0.00	5,213.00	5,213.00	0.00	0.00	0.00	5,213.00	100 %
	Func: 11 Instruction								
63	SUPPLIES/MATERIALS	0.00	278.00	278.00	0.00	0.00	0.00	278.00	100 %
	Function Total:	0.00	278.00	278.00	0.00	0.00	0.00	278.00	100 %
	Func: 12 Instructional Resources								
	Fund Total:	0.00	5,491.00	5,491.00	0.00	0.00	0.00	5,491.00	100 %
Grand Total:		45,340,645.00	18,866,248.00	64,206,893.00	5,981,994.06	5,877,153.33	5,877,153.33	52,347,745.61	81 %

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 9/1/20

Item Title: Policy Update 115; Policy Review Section E, F, & G; and DEC(LOCAL) Policy Second Reading

	Action
X	Information
	Discussion

BACKGROUND:

On July 21, 2020 Policy Update 115 was received from TASB and distributed to the administrative departments on July 23, 2020 for review.

Policy Review groups met on June 18, 2020, (Section E); June 24, 2020, (Section F); and June 25, 2020 (Section G)

Policy Committee Meeting was held on August 26, 2020 to present a First Reading for Policy Update 115; Policy Review Sections E, F, and G; and DEC(LOCAL) Policy

Submitted by: Program Adm.

Recommended by: HR Director M. Zarate

Approved by: Deputy Supt. Dr. A. Trevino

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/20

Item Title: Submit the Asynchronous Plan to the Texas Education Agency

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

The Brownsville Independent School District is required to submit the Asynchronous Plan to the Texas Education Agency (TEA) to allow the flexibility to generate predictable funding with instruction being provided to students. TEA has attempted to develop a framework that provides maximum grace to allow time to transition for the new school year while maximizing funding stability. The school district has worked diligently to prepare a comprehensive Asynchronous Plan to be submitted by the TEA deadline of October 1, 2020 for review and approval. The Brownsville Independent School District targeted submission is the first week of September, 2020. The final plan will detail the district's commitment to implement four components including the instructional schedule, material design, student progress, and implementation.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Recommend the approval to authorize the Superintendent of Schools to submit the final Asynchronous Plan as required by the Texas Education Agency.

Submitted by: Dolores Cisneros-Emerson
Elementary Curriculum & Instruction Administrator

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

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

Approved for Submission to Board of Education:

Dr. René Gutiérrez, *Superintendent*

When Necessary, Additional Background May Follow This.

DRAFT

Attestations

Instructional Schedule

- ❑ **Teacher interaction** with students is predictable, sufficient to support schedule.
- ❑ **Teacher availability** for students (e.g. office hours schedule) is planned in advance, predictable, sufficient for student progress, clearly defined, and published in the student syllabus.
- ❑ **Students can access instructional support** from teachers when needed, direct instruction is delivered by teachers, and students know how and when they can interact with their teachers.
- ❑ Students are provided **clear means to engage with academic material on a daily basis**.
- ❑ **Student IEPs** are followed regardless of learning environment such that students with disabilities receive a Free, and Appropriate Public Education (FAPE).
- ❑ Student academic work ensures **engagement that is equivalent to direct content work that a student would be engaged in over a normal school year.** As guidance, this direct work with academic content matches or exceeds the following average daily minimums across all subjects:
    - Half day PreK – 90 instructional minutes
    - Full day PreK – 180 instructional minutes
    - K through 5th grade – 180 instructional minutes
    - 6th through 12th grade – 240 instructional minutes

Materials Design

- ❑ District has adopted a **full, TEKS-aligned curriculum can be executed in an asynchronous remote learning environment**. This includes:
    - ❑ Assessments that ensure continued information on student progress remotely
    - ❑ Instructional materials that support a coherent, logical course sequence that reinforces concepts at appropriate times to ensure continuity of learning remotely
    - ❑ Instructional materials consistently reinforce concepts at appropriate times to ensure retention of knowledge in asynchronous environments
- ❑ Instructional materials include specifically designed resources and/or accommodations and modifications to support students with disabilities and English Learners in an asynchronous environment.
- ❑ There is a plan to ensure district adopted instructional materials are used during instruction and in the hands of students.

Student Progress

- ❑ Expected student progress in remote asynchronous learning is **planned in advance, defined by day, and ties to the overall course coverage in the course syllabus.**

- ❑ **Daily, trackable student engagement exists** to ensure curricular progress in asynchronous learning. Curricular progress can be measured through any of the following means:
  - ❑ Data from the Learning Management System (LMS) showing progress made that day
  - ❑ Curricular progress evidenced from teacher/student interactions made that day
  - ❑ Completion and submission of assignments planned for that day
- ❑ Districts have **systems to measure academic progress** of all students to **inform instructional practice** in an asynchronous environment.
  - ❑ Progress monitoring includes all students and can be done in any proposed at-home scenario (digital or print)
- ❑ Student **feedback is provided from instructor at least weekly** in asynchronous learning environments including next steps or necessary academic remediation to improve performance.
- ❑ **School grading policies** for remote student work are consistent with those used before COVID for on campus assignments

Implementation

- ❑ Campuses plan for and implement **professional development calendars** with specific supports for asynchronous instruction. These include the following for educators:
  - ❑ Provide introductory and ongoing content-focused, job-embedded training linked to chosen asynchronous curricular resources
  - ❑ Cover all grade levels and content areas that are participating in asynchronous learning
  - ❑ Develop content knowledge to help educators internalize the asynchronous curriculum and analyze and respond to data with the use of the instructional materials
  - ❑ Explicitly cover asynchronous remote instructional delivery and use of the asynchronous learning platform and/or learning management system
- ❑ Districts provide **explicit communication and support for families** in order to support asynchronous work at home.

Introduction

The Brownsville Independent School District (BISD) is committed to ensure instructional continuity by planning for effective lesson delivery. The plan described below includes artifacts (website links, charts with instructional supports, flyer links) describing the district's plan. This plan includes considerations for all special populations and will adapt/accommodate curricular pace for special education, 504, English Learners, at-risk, and struggling students, and monitor student progress. This is to prioritize the needs of this high-need student populations. The plan will be provided appropriately within the asynchronous/synchronous learning environment as determined by each student's individual education plan. The plan includes the sample instructional schedule for PK3 - 12th, the description of the material design modified to meet asynchronous/synchronous learning, the plan to determine student needs by monitoring student progress, and plan for the effective implementation of the delivery of lessons via a blended asynchronous/synchronous method (including professional development of all stake-holders on the LMS, and professional development for instructional delivery of the core content for asynchronous/synchronous modalities). In addition, this plan includes social-emotional learning strategies and activities that BISD will implement to provide students, families and teachers with a welcoming learning environment for positive communication and intentional interactions that support the development of the whole student.

To prepare for virtual instruction, Brownsville ISD has a multi-faceted connectivity plan to provide accessibility to daily student instruction. The district is providing electronic devices and hotspots to students in need. In addition, district buses will be utilized to provide Wi-Fi access to various residential areas

where internet connectivity is not available. All campuses also have extended Wi-Fi access in the campus parking areas so students can also have internet access. The district has also purchased school supplies and instructional supports for all PK-12 students that will be distributed prior to the start of school.

PK-12 District Purchased School Supplies

Sample Campus Distribution of Instructional Materials

Sample Campus Distribution of Instructional Materials Spanish

Open Responses

Key Requirement Instructional Schedule: Describe (or attach a description of) the structure of your asynchronous schedule highlighting any differences by grade level and/or content area.

Include sample daily schedules for students by grade band

BISD Elementary & Secondary Virtual School Sample Schedule

1/2 Day PK3 Sample Daily Schedule

Summarize how your instructional schedules meet the criteria:

Component	Explanation
What are the expectations for daily student interaction with academic content?	Brownsville ISD has a multi-faceted connectivity plan to provide accessibility to daily student instruction. The district is providing electronic devices and hotspots to students in need. In addition, district buses will be utilized to provide Wi-Fi access to various residential areas where internet connectivity is not available. All campuses also have extended Wi-Fi to parking areas of the schools so students can also have access. The district has also purchased school supplies for all PK-12 students that will be distributed prior to the start of school. PK-12 District Purchased School Supplies Sample Campus Distribution of Instructional Materials Sample Campus Distribution of Instructional Materials Spanish Students are expected to engage in scheduled content via asynchronous and synchronous instruction throughout the school day (See BISD Elementary & Secondary Virtual School Sample Schedule link above). Student schedule is determined by an estimated asynchronous/synchronous time per subject. During the day, students will have access to all activities and complete self-paced assignments independently. Students are expected to spend the same amount of time engaging in academic content remotely via

Asynchronous and Synchronous instruction as they would on-campus. The Curriculum & Instruction Department finalized the curriculum frameworks and the Scope & Sequence to ensure the activities and lessons fit both modalities. The frameworks and scope and sequence also allow the teachers to be able to shift to face to face learning. All lessons are aligned to the required TEKS by subject area.

Attendance will be utilized based on student engagement for the day and will be marked "Present-Remote Asynchronous" in SIS for PEIMS utilizing the daily progress measure as evidenced by any of the following three measures 1). progress via the District approved LMS - ex: Seesaw/Google Classroom, 2). Progress from daily teacher/student interaction or 3). through assignment completion. Content and pacing can be tailored for students based on their individual progress and/or areas where students may require additional practice or support including RtI/Resource/Dyslexia/Bilingual supports. This plan includes considerations for all special populations and will adapt/accommodate curricular pace for special education, 504, English Learners, at-risk, and struggling students, and monitor student progress. This is to prioritize the needs of this high-need student populations.

Students will engage in Reading, Math, Science, and Social Studies subjects, both synchronously and asynchronously, daily (See BISD Elementary & Secondary Virtual School Sample Schedule link above). In addition, Elementary Physical Education, Counseling, Library services, Music, and Art (if the campus has an Art Teacher) will also provide synchronous/asynchronous instruction. Additionally, students are expected to participate in Tier II or III small group instruction as deemed necessary based on student progress/student need/program eligibility (RtI, Dyslexia, Special Education Resource). All students will participate in small group instruction throughout the week.

The district will be adopting the utilization of a learning management system, Schoology. The district also adopted the usage of Google Classroom (PK-12) and Seesaw (PK-2nd). This will ensure alignment across all campuses. Schoology will also include the classroom management systems plus other learning platforms such as Lexia (PK-12), Edgenuity (Secondary), APEX (Secondary), among others that lend themselves to virtual learning and allows for increased student engagement and progress monitoring.

The combination of synchronous and asynchronous modalities being provided in PK3 to 12th grades will ensure student academic work and engagement will meet or exceed the average daily minimum suggested minutes of 90 instructional minutes for half-day PK3 programs, 180 instructional minutes for full-day PK –5th grade programs, and 240 instructional minutes for 6th through 12th grades.

Complete Virtual Instructional Plan Presented at Board Meeting 7.27.20

BISD Attendance Procedures

BISD Attendance Correction Form 2020-2021

Attendance Taking Presentation

How will you ensure all student groups and grade levels will have the opportunity to engage in approx. a full day of academic content every day?	Students will receive a daily schedule from the campus prior to the first day of class, the student daily schedule will also be available in the Learning Management System (LMS) with expected learning activities, and assignments for completion. The content will be specified in the district curricular frameworks and scope and sequence which are aligned to the PK Guidelines/Texas Essential Knowledge and Skills (TEKS). PK-3 and PK-4 students will participate in asynchronous/synchronous activities throughout the morning and will have the ability to participate in small group and Tier II or III instruction in the afternoon. The afternoon will include small group activities to support student learning and measuring individual student progress. Student engagement for asynchronous/synchronous instruction will exceed the required 180 minutes. For PK-5, students will learn primarily asynchronously in-line with TEA attendance funding but will be expected to participate synchronously throughout the day. Students will engage a minimum of 30 – 45 minutes of synchronous academic instruction in core content areas. In addition, small group instruction including Tier II and III is scheduled daily to support student learning and measuring individual student progress. Throughout the day students will have self-directed asynchronous instruction leveraging both districts created resources and adopted materials. BISD Attendance Procedures , Attendance Taking Presentation In Elementary, to facilitate instructional alignment, instructional parameters, such as the amount of time of engagement, should be consistent across remote asynchronous/synchronous combination. In PK-5, to achieve instructional alignment, student engagement for asynchronous/synchronous instruction will exceed the required minimum of 180 minutes of daily instruction for core subjects (including Fine Arts / Electives / PE), which exceeds a full day of academic content as per TEA's plan guidance. In the sample recommended elementary schedule, students will exceed TEA's plan guidance of 180 minutes with a combination of asynchronous/synchronous learning (see sample daily schedules). Instruction and activities will be completed primarily balanced between

	asynchronous and synchronous modalities, as students will receive direct synchronous instruction and support through direct online instruction, interventions, small group instruction, and teacher support. In secondary, in order to facilitate instructional alignment, instructional parameters such as time allotted for student engagement are consistent in grades 6-12 in a remote synchronous and asynchronous instructional plan. A secondary daily schedule will be made available to teachers and students in the Learning Management System - Google Classroom will outline daily learning activities, and daily expectations. Middle school and high school students will attend A/B 90-minute block courses remote synchronous and remote asynchronous. For a minimum of 45 minutes of each class, students will be actively engaged in synchronous real-time, live virtual instruction. Students will also have the opportunity throughout the day to engage in self-directed asynchronous instruction utilizing state adopted resources/instructional packets and district purchased software such as Think-up and Stemscopes. During the 90-minute block teachers will engage students in small group daily instruction to support student learning and measure student progress. The combination of asynchronous and synchronous modalities being provided in PK to 12th grades will ensure student academic work and engagement will meet or exceed the average daily suggested minimum suggested minutes of 90 instructional minutes for half-day PreK3 programs, 180 instructional minutes for full-day PK –5th grade programs, and 240 instructional minutes for 6th through 12th grades (see sample daily schedules). Complete Virtual Instructional Plan Presented at Board Meeting 7.27.20
What are the expectations for teacher/student interactions?	Teachers are expected to engage with students through daily feedback (more about this in the Student Progress section). • All students will engage in synchronous time during the core academic areas daily, recognizing these subjects necessitate live learning. • RTI will be offered daily for students based on proficiency and progress to support differentiated instruction. Students will be served in small groups and can interact with teachers and peers daily during this intervention and/or small group instruction via virtual learning. Additionally, Students should be accustomed to this online interaction with their teachers based on their experience this Spring, and teachers will notify which students are to attend intervention sessions, when, and for what subjects. Complete Virtual Instructional Plan Presented at Board Meeting 7.27.20

How will teacher/student interactions be differentiated for students with additional learning needs?	Students requiring tiered instruction will be given the opportunity to receive small group intervention throughout the week based on student need utilizing: • progress markers in LMS • teacher interactions • district progress monitoring assessments • teacher assignment completion • teacher assigned daily work/ tests/quiz results The markers will serve as diagnostic measures for teachers to identify students who need additional instructional supports. The intervention sessions will be conducted synchronously over virtual learning. Students with disabilities, students of special populations or EL will also have access to additional accommodations in the instructional materials. For higher need students more teacher touch points (longer and more frequent) and access to additional tools and accommodations within the LMS will be provided. Students have the opportunity for personalized support during designated scheduled times throughout the instructional school day. **Section 504/Dyslexia:** The Section 504 regulation requires a school district to provide a "free appropriate public education" (FAPE) to each qualified person with a disability who is in the school district's jurisdiction, regardless of the nature or severity of the person's disability. "FAPE may include, as appropriate, services provided through distance instruction virtually, online, or telephonically." *U.S. Dept. of Education Supplemental Fact Sheet, March 21, 2020*

	A Section 504 Committee will determine the services and/or accommodations required by student to receive a free and appropriate public education provided in the regular education classroom. Dyslexia Teachers will collaborate with general education teachers, and parents in order to determine students' progress. Teachers will utilize formal and informal documentation to track student progress. (e.g., daily work, student participation, teacher observation, tests, benchmarks, etc.) Progress monitoring will be done on a daily, weekly, and six weeks basis. Dyslexia Teachers will utilize the Instructional Support Communication Log to document/track progress. Dyslexia Teacher Video Lesson for Asynchronous/Synchronous instruction. Students will join video lesson provided by campus assigned Dyslexia Teacher. Students identified under Section 504 will receive accommodations virtually by person responsible for Plan implementation as specified in Section 504 Plan. Students in need of related services will be provided virtually by individual as specified on Section 504 Plan. **Special Education:** The Brownsville Independent School District will continue to provide educational opportunities to the general student population as we continue with virtual instruction, the school must ensure that students with disabilities also have **equal access** to the same opportunities, including the provision of Free and Appropriate Public Education (FAPE). All special education students will receive technology to be able to have equal access to supplemental virtual educational platforms purchased through the special services and 504 department. The district will ensure that, to the greatest extent possible, each student with a disability will be provided the special education and related services identified in the student's Individual Education Plan (IEP) or Section 504 Plan. The district will continue to provide support services to special education and 504 students through tele-therapy, audio visual, or phone conferencing with student and parent. The district has purchased platforms to allow for tele-therapy to be provided to all special education student needing Physical Therapy (PT)/Occupational Therapy (OT)/Speech Therapy (SLP) support services.

The district will continue to identify, locate, and evaluate students who have or may be suspected of having a disability and in need of Special Education or Section 504 services. The district will conduct virtual and face/face evaluation in order to fulfill the child find obligation.

The district has developed instructional expectations for Resource and Inclusion, Dyslexia, Bilingual and Elementary English as a Second Language (ESL), Specialized Program, among others. Special Services and 504 department have developed guidelines to document changes to the student's Individual Education Plan. Any changes to the students' educational program during COVID 19 school closure will be documented using Contingency Plan. Education Emergency Contingency Plan

- The Contingency Plan form may be used to document the temporary special education services that are feasible and safe to provide to an individual student while BISD is closed but continuing to provide instruction during the COVID-19 pandemic. While some or all of the information recorded in this document may come from the student's individualized education program (IEP), this form is not intended to serve as, or to replace, the most recent IEP agreed upon by the student's admission, review, and dismissal (ARD) committee. Without documented parent/guardian agreement under 34 CFR §300.324 to amend the student's IEP, this document should not be considered a fulfillment of an IDEA requirement. It may be used for documenting services that will be provided so that there is clarity for both parents/ guardians and educators during this unique situation and to assist the ARD committee in determining what, if any, compensatory services will be provided to the student once school reopens. Special Education Emergency Contingency Plan

- Students' progress during asynchronous instruction during COVID 19 school closure will be documented using a district developed progress tracking log. Special Education Flexible Tracking Log
- Document and monitor progress on a daily, weekly, and six weeks basis.
- Communicate formal progress every Six weeks Progress Reports via mail or through electronic means as per parent request
- Use of the Special Education Flexible Tracking Log by the special education personnel will monitor student progress.

Technology and connectivity will be provided by the district to ensure that all students can participate equitably in online asynchronous and synchronous instruction.

Responsibilities are differentiated by role to ensure students with additional learning needs are receiving support based on their schedule of services and individual needs. This plan includes considerations for all special populations and will adapt/accommodate curricular pace for special education, 504, English Learners, at-risk, and struggling students, and monitor student progress. This is to prioritize the needs

of this high-need student populations. Special Education Teacher-Paraprofessional Responsibilities Special Education Telephone Log Special Education Monitoring Assurance Log

IEP PLUS is utilized to document students' Individualized plans, assessment data, progress monitor, re-evaluations and all pertinent special education documentation for the 2020-2021 school year.

This list is comprehensive, but not exhaustive of all plans and responsibilities.

Special Education Teacher and Paraprofessional Guidance Document

FAPE REQUIREMENTS:

The U.S. Department of Education issued the following guidance related to services for students with IEPs on 3/12/2020:

When a district has extended school closures, the district will remain responsible for FAPE of students with IEPs.

i. TEA strongly encourages all Texas LEAs to exceed the federal standard for a Free and Appropriate Public Education (FAPE). Our goal for special education is that students with disabilities receive individualized supports necessary to perform at the same or higher level than their non-disabled peers to the degree appropriate based on each student's individual circumstances. (TEA 2020)

ii. ARD committees must, at a minimum, meet the FAPE standard and plan appropriate services and instruction that will accelerate students' learning, including any compensatory services that are and/or will be required as a result of the pandemic response. (TEA 2020)

iii. During this unprecedented time related to COVID-19, we will need to provide instruction and services to students with disabilities above and beyond what was reflected in a student's IEP prior to the initiation of virtual instruction. Unique situations are likely to arise where LEAs are called upon to step outside of routine practices to ensure the continuation of students' IEPs, as required in IDEA. (TEA 2020)

iv. After extended suspensions of traditional schooling, **case managers** are responsible for reviewing how the interruption(s) impacted the delivery of special education and related services to students with IEPs on a case by case basis.

FAMILY COMMUNICATION: TOP PRIORITY

With whom should you communicate:

- Communication with parents is essential and crucial when providing services remotely.
  - Teachers must communicate with parents of each student enrolled in their resource class.
  - Teachers must communicate with parents of each student to whom they are providing inclusion services.
  - Teachers must communicate with parents of each student on their ARD roster

Reasons to communicate:

- Review the IEP/SOS
- Decide if a Contingency Plan is needed
- Create a Contingency Plan
- Discuss excessive absences/attendance policy
- Discuss inappropriate behavior/s (not paying attention in class, not turning in assignments)
- Discuss FBA/create BIP
- Discuss an assignment
- Discuss academic progress in the class
- Discuss due dates for assignments
- Schedule an ARD/amendment
- Discuss parental concerns
- **Other** (any topic related to improving delivery of services and ensuring student success)

SPECIAL EDUCATION TEACHER GUIDANCE

SpEd teachers will need to be available via district approved methods/platforms (during scheduled hours) in order to address the following responsibilities:

- Collaborate with general education teachers, case managers, and service providers about the delivery of instruction and supports needed to meet the IEP requirements for students.
- Meet with parents virtually.
- Attend virtual ARD meetings and collaborate with assessment personnel.
- Attend virtual campus meetings.
- Attend virtual District Special Education Department meetings.

- Upload all required documents (assurance logs, ARD rosters, teacher schedules, contact logs, etc.) using Microsoft TEAMS (access provided by Cluster Supervisors)
- Contingency Plans will be uploaded to IEP-Plus placed in the ARD folder on file.

All SPECIAL EDUCATION TEACHERS WILL:

- review the supplementary aids and services that each student currently has in their IEP.
- develop a plan that includes resources and instructional lessons to support the student's IEP.
- share students' specific needs (as appropriate) with campus staff.
- distribute IEP academic and behavioral accommodations/modifications to appropriate campus personnel. (Keep documentation on file.)
- communicate regularly with the general education teachers regarding individual student's needs in the general education setting.
- ensure all individualized modifications and accommodations for students are being implemented.
- communicate regularly with the parent to discuss services and progress.
- document progress regularly on the Special Education Flexible Tracking Log
- schedule an ARD or an ARD amendment with the diagnostician to address any changes, based on communication with the parent.
- always preserve confidentiality of students:
  - Personal identifiable information which cannot be shared during delivery of instruction (FERPA).
  - Video Recording of ARD meetings and class instruction is not allowed.
- attend ARD meetings. (You may be asked to accommodate a parent's schedule, if they cannot attend the meeting during your regular teacher schedule.)
- prepare for all ARDs. (A draft of the PLAAFP, BIP, proposed goals and objectives must be sent home five (5) days prior to the ARD.)
- finalize the ARD at the end of the ARD meeting
- complete IEP progress reports for Goals and objectives, every six weeks.
- send IEP progress reports to parents, every six weeks.
- use district curriculum, content/learning plans for guidance when developing lessons/activities.
- use the campus/grade digital learning platforms (Microsoft TEAMS, SeeSaw, Canvas, Google Classroom, etc.) for all students.

Special Education Teacher Guidance for Delivery of Accommodations & Modified Content:

NOT Teacher of Record

(In-Class Support, Mainstream, Inclusion, Homebound, SLP/APE/AI/VI/O&M/SEC, Behavior Intervention Redirection)

- SpEd and GenEd Content teachers should collaborate weekly (campus PLC, set online meetings, etc.) so the SpEd teacher can design the accommodations and/or modifications necessary to support students with IEPs.
- SpEd and GenEd Content teachers that share students should access the same digital learning platform (Microsoft Teams, Google, Seesaw, etc). SpEd teachers need to have access to GenEd teacher's digital class. This will allow for the SpEd teacher to build in the needed accommodation and/or modifications to general ed lesson for the students that require IEP services/supports.
- SpEd and GenEd content teachers will need to collaborate and create daily instructional schedule to ensure that:
    1. The assigned content area teacher includes the special education students in their digital platform for learning.
    2. The Gen Ed content teacher will need to include special education students on all classroom communication.
- SpEd teachers will assist in creating differentiated lessons in order to meet students' individual education plan.
- SpEd teachers need to document the services and support provided for students with IEPS.
- SpEd and GenEd teachers need to collaborate regarding the needs of a student served through Special Education in the event that the student is struggling with a concept. SpEd teacher may need to contact the family to set up a time to provide additional resources or supports to enable the student to continue to progress in the general education curriculum as well as in their IEP goals/objectives.
- SpEd teachers should record all applicable data as you receive evidence of completion of tasks/activities so that progress can continue to be monitored.
- SpEd teachers must ensure Contingency Plans document any instructional changes to student's IEP or services.
- SpEd teachers must communicate with parent(s) effectively every week and document on student contact log.
- SpEd teachers need to document and monitor progress on a daily, weekly, and Six weeks basis.
- SpEd teachers must send Six weeks Progress Reports to parent(s) following district procedures.
- SpEd teachers are responsible for maintaining and updating ARD List and Assurance Logs ensuring submission every six weeks to cluster supervisor via Microsoft Forms.
- SpEd teachers must follow district implemented curriculum content/learning plans for guidance when developing lessons/activities (campus/Grade level learning platforms).

Special Education Teacher Guidance for Delivery of Accommodations & Modified Content:

Teacher of Record: Resource (pull-out), Specialized Units (ECSE, L/S, SFL, CBVI, & Triple T), Behavior Intervention Units (Elementary)

- SpEd teachers are required to use a district approved digital learning platform to provide students with lessons/activities that support the implementation of their IEP goals and objectives.
- SpEd teachers will need to create a daily schedule to include arrival time, lunch time, and dismissal.
- SpEd and GenEd teachers will need to collaborate weekly to make sure they are aligning their lessons with general education curriculum, as stated in IEP plan.

- SpEd teachers are required to complete differentiated lesson plans in order to document the services and support provided for students with IEPs.
- SpEd teachers should record all applicable data as you receive evidence of completion of tasks/activities so that progress can continue to be monitored
- SpEd teachers should ensure that modifications and accommodations are made available as lessons and activities are developed.
- SpEd teachers may need to contact the family to set up a time to provide additional resources or supports to enable the student to continue to progress in the general education curriculum as well as in their IEP goals/objectives.
- SpEd teachers should collaborate with service providers about IEP resources or supports a student may need.
- SpEd teachers must ensure Contingency Plans are in place to document all services that will be provided.
- SpEd teachers need to communicate with parents effectively every week and document on student contact log.
- SpEd teachers must document and monitor progress on a daily, weekly, and Six weeks basis.
- SpEd teachers must send Six weeks Progress Reports to parent(s) following district procedures.
- SpEd teachers are responsible for maintaining and updating ARD List and Assurance Logs ensuring submission every six weeks to cluster supervisor via Microsoft Forms.
- SpEd teachers must follow district implemented curriculum content/learning plans for guidance when developing lessons/activities (campus/Grade level learning platforms).

Specialized Unit Teacher Guidance for Delivery of Alternate Curriculum Content are expected to:

Teacher of Record: ECSE/ Life Skills/ Structured for Life/CBVI/TTT

- use the Unique Learning System/News 2 U/Symbol Stix.
- assign each student a ULS username and password so they can login and access their assignments.
- assign weekly lessons in contents areas through the ULS platform and monitor completion of tasks/activities. (Progress must be documented)
- provide additional supports for students who have individualized needs. (behavior, etc.) IEP goals and/or objectives.
- complete differentiated lesson plans in order to document the services/supports provided for students with IEPs.
- ensure that modifications and accommodations are made available as lessons and activities are developed
- collaborate with service providers about IEP resources or supports a student may need.
- communicate with parent effectively every week and document on parent contact log.
- monitor and document progress on a **Teacher Flexible Tracking Log**. (daily, weekly, and six weeks basis)
- send IEP Progress Reports to parent(s) at the end of every six weeks.
- follow guidelines provided by the campus administration:
    1. **selected district digital learning platform**
    2. **district curriculum for guidance when developing lessons/activities**

Special Education Paraprofessional Guidance

Paraprofessionals Must:

- Work under the direction of a Special Education certified staff member to provide Special Education academic support only.
- Comply with dress code expectations during the preparation of any pre-recorded session or live session.
- Protect student privacy and confidentiality while participating in online professional interactions with students.
- When working virtually, maintain a professional background free of inappropriate signs, decorations, and other distractions.
- Avoid having direct communication with parents and defer all communication to teacher/case manager.
- Perform duties in alignment with job description.
- Paraprofessionals responsibilities may include, but are not limited to the following:
    - Join a Google Classroom or similar educational platform to follow instruction.
    - Assist students with organization, clarification of assignments and time management.
    - Watch pre-recorded class lessons and activities.
    - Contact teachers privately with any questions, concerns, or comments.
    - Participate in a 1:1 session with a student, only as directed and invited by case manager or teacher.
    - Assist students with organization, clarification of assignments and time management.
    - Respond to a student's email, but cc the teacher/case manager and keep your response brief and general. Always consult with case manager for guidance.
    - Participate in school-based Professional Development regarding online learning.
    - Participate in the district-based Professional Development series designed to support paraprofessionals and their work in the distance-learning mode.
    - Support classroom teachers with preparing assignments, material, and activities.
    - Assist with collecting materials that will be sent to students.
    - Maintain regular communication with teachers and related service provider(s).
    - Communicate and check-in with students, as determined by classroom teacher and school leadership.
    - **Adhere to district expectations and policies related to the use of electronic access and communication in all activities.**

NOTE: This is a working document that is not all inclusive and is subject to revision as Local, State, and Federal Rules and Regulations change over time.

Bilingual / ESL Supports

Teachers will use instructional strategies to address the affective, linguistic, and cognitive needs of English learners by using the skills they have learned as they have attended the following trainings:

- Trainings on EL strategies in all core content areas (reading, math, science, and social studies) through various consultants
- Trainings on Ellevation cross curricular EL strategies (reading, math, science, and social studies)
- Trainings on Sheltered Instruction, Bilingual Ongoing hours trainings, and Region One Coaching / Modeling ONLINE sessions (SYNCHRONOUS)
- Trainings on the LEXIA reading software platform.
- ONLINE performance based professional staff development opportunities through platforms including Texas Gateway, Hoonuit, Digital Promise, and CANVAS, IRIS Center, and Virtual Conferences (ASYNCHRONOUS)
- Professional Development on the ELPS and Ellevation strategies that connect with the cited lessons in the core content areas curriculum framework documents as part of the continued collaboration between the C&I Department and Bilingual/ESL/Title III Department.
- Professional development on TELPAS Academy Content offered to teachers of all instructional levels
- Bilingual curriculum specialists will be assisting in training, coaching, and modeling for teachers of English learners.

Instructional Support for English learners

The following services are offered to English learners:

- Access to Flipgrid in all core content areas (practice prompts provided by our department and teachers able to add as many as they want to assign to their English learners)
- Region One Student Camps working with the teachers
- Spanish student workbooks and little readers for English learners
- For secondary ESL students (Access to Lexia learning Software platform so they may work with their word study, phonics, grammar, and comprehension)
- English leaners' parents will be provided with TEA / Region One resources to assist their children at home.

Complete Virtual Instructional Plan Presented at Board Meeting 7.27.20

Social-Emotional Learning	**For Students:** School Counselors will continue to educate students with social-emotional learning supports by the following: • Plan lessons that focus on the social-emotional domains of self-awareness, self-management, social awareness, positive relationships and success skills and attitudes for responsible decision making. • Plan guidance lessons that include activities that allow student to express emotions about themselves, their friends and families, community and the world at large. • Schedule regular check-in sessions with students for positive interactions and receive direct feedback from students concerning their current emotional state, attendance and academic progress. • Educate students about stress, how it impacts the body and identify positive ways to relieve stress. • Teach and practice communication skills to students to connect with their peers, family and teachers while in virtual learning, on social media and in person at home. • Conference with parents on student areas of concerns to address anxiety and provide strategies to foster online engagement and learning. • Teach students strategies that support organization and academic planning while learning at home. • Incorporate strategies in daily counseling lessons that support emotional self-regulation with mindfulness, deep breathing and stretching for improved focus and control. • Incorporate virtual team building activities. • Incorporate a positive self-affirmation at the end of all guidance lessons to enhance a healthy self-concept and positive thinking. • Present information on emotional well-being and healthy living for students in the current world, discuss challenges and identify positive strategies for coping and keeping safe • Sponsor themed activities with guest speakers that reinforce a positive mindset, goal setting, and concern for community. • Learn and practice gratitude, empathy, and resiliency via online shares. • Collaborate with school faculty and staff to identify students who need counseling interventions and supports. • Counsel and refer students to community counseling resources as needed. • Provide individual and group counseling Mental Health and Safety Calendar **For Parents:** School Counselors will continue to collaborate with parents for the emotional well-being and academic success of their child by: • Providing presentations on mental health awareness, trauma and community resources for family support.

	• Create and disseminate a bi-weekly mental health support guide that includes social media apps, community resources and general information on healthy emotional living and supports. • Assist parents with strategies that reduce student anxiety to foster online engagement and learning. • Connect families with community counseling resources as needed. • Provide afternoon and evening emotional support and community referral services to families in need Support Guide HelpLine flyer **For Teachers:** • Trauma Informed care training for educators that includes strategies that reinforce support. • Provide social-emotional support training with COVID resources while in remote learning • Provide resources that promote relational based interaction with students beyond academic learning. • Provide resources for teachers to practice self-care. Trauma Informed care handouts for teachers

Key Requirement Material Design: Describe how your instructional materials support your asynchronous environment, including how all students can access instructional materials.

ASYNCHRONOUS PLANNING DOCUMENT- FOR SUBMISSION PREPARATION ONLY

Subject/ Course	Grade Level(s)	Instructional Materials	Progress Monitoring and Assessment	Is it TEKS aligned or how will it be adapted?	What resources are included to support students with disabilities?	What resources are included to support ELs?
Math Instructional Materials	PK-12	**Elementary (PK-5th)** PK- OWL & Instructional Packets PK - HATCH K-5th – Pearson (SAVVAS Learning Company **Middle School (6th -8th)** SAVVAS Learning Company Edgenuity APEX McGraw Hill **ECHS (9th - 12th)** SAAVAS Learning Company	ECHS Progress Monitoring Schedule Middle School Progress Monitoring Schedule Revised Elementary Progress Monitoring Schedule 08-20-20 HB3 Assessment Calendar (PK-3) 2020-2021 08-20-20 BOY - Parent Letter English BOY - Parent Letter Spanish **Teacher Assigned Tests, Quizzes, Daily work assignments**	**YES** TEKS will only be adapted through goals and objectives for students requiring modified instruction and/or who are receiving instruction through an alternate curriculum. ELPS	**Accommodations** Student will receive accommodations virtually by person responsible for Plan implementation as specified in IEP or Section 504 Plan. Access to Supplemental Aids Based on the student's IEP, access to a certified Special Education Teacher or Paraprofessional for Synchronous Support services. Accommodations and Modifications to instructional Materials applied according to the student's IEP. Differentiation and scaffolding supports are embedded within the curriculum. **Specialized Units** Teachers will access online curriculum framework that targets the specific educational needs. LINK? Additional instructional online materials have been purchased to supplement teachers' virtual instruction.	Bilingual Digital Learning Tools Webpages Bilingual Digital Learning Tools CHART **Curriculum Frameworks provide Bilingual supports and links.** Linguistic accommodations for instruction, and designated supports for assessment, will be determined by the LPAC committee. Differentiation and scaffolding supports are embedded within the curriculum. Ellevation Instructional Software Integrated Ellevation strategies, ELPS, and Sheltered Instructional strategies into Curriculum Frameworks Content Trainings provided to teachers of English learners through S3 strategies and Region one

		McGraw Hill Edgenuity APEX **All Levels** BISD Curriculum Frameworks & Scope and Sequence Instructional Packets for areas that do not have a consumable textbook			news-2-you TEACHTOWN Basics PRIMARY LEXIA POWER UP LITERACY **Therapy Platform to support student access to educational opportunities** PresenceLearning	
ELAR/SLAR Instructional Materials	PK-12	**Elementary (PK-5th)** PK- OWL PK - HATCH K-5th – Pearson (SAVVAS Learning Company) Bilingual - REACH **Middle School (6th - 8th)**	**ECHS Progress Monitoring Schedule** **Middle School Progress Monitoring Schedule** **Revised Elementary Progress Monitoring Schedule 08-20-20** **HB3 Assessment Calendar (PK-3)**	**YES** TEKS will only be adapted through goals and objectives for students requiring modified instruction and/or who are receiving instruction through an alternate curriculum. ELPS	**Accommodations** Student will receive accommodations virtually by person responsible for Plan implementation as specified in IEP or Section 504 Plan. Access to Supplemental Aids Based on the student's IEP, access to a certified Special Education Teacher or Paraprofessional for Synchronous Support services. Accommodations and	Bilingual Digital Learning Tools Webpages Bilingual Digital Learning Tools CHART **Curriculum Frameworks provide Bilingual supports and links.**

		SAVVAS Learning Company Lexia Power Up Edgenuity APEX Learning ESL - MILESTONES **ECHS** **(9th - 12th)** Houghton, Mifflin, Harcourt Edgenuity APEX ESL- EDGE **All Levels** BISD Curriculum Frameworks & Scope and Sequence Instructional Packets for areas that do not have a consumable textbook	2020-2021 08-20-20 BOY - Parent Letter English BOY - Parent Letter Spanish Elementary Fluency Testing Procedures Elementary Teacher Fluency Spreadsheet Elementary Campus Fluency Spreadsheet PK - 2nd Elementary Campus Fluency Spreadsheet 3rd - 5th **Teacher Assigned Tests, Quizzes, Daily work assignments**		Modifications to instructional Materials applied according to the student's IEP. Differentiation and scaffolding supports are embedded within the curriculum. **Specialized Units** Teachers will access online curriculum framework that targets the specific educational needs. Additional instructional online materials have been purchased to supplement teachers' virtual instruction. news-2-you LEXIA POWER UP LITERACY Learning Ally **Therapy Platform to support student access to educational opportunities** PresenceLearning	Ellevation Instructional Software Integrated Ellevation strategies, ELPS, and Sheltered Instructional strategies into Curriculum Frameworks Content Trainings provided to teachers of English learners through S3 strategies and Region one

Science Instructional Materials	PK-12	**Elementary (PK-5th)** PK- OWL PK - HATCH K-5th – Pearson (SAVVAS Learning Company) **Middle School (6th -8th)** STEM scopes Houghton Mifflin Harcourt Edgenuity APEX Learning **ECHS (9th - 12th)** Houghton, Mifflin, Harcourt McGraw Hill Texas Aquatic Science Edgenuity APEX Instructional Packets for areas that do not have a	ECHS Progress Monitoring Schedule Middle School Progress Monitoring Schedule Revised Elementary Progress Monitoring Schedule 08-20-20 HB3 Assessment Calendar (PK-3) 2020-2021 08-20-20 BOY - Parent Letter English BOY - Parent Letter Spanish **Teacher Assigned Tests, Quizzes, Daily work assignments**	**YES** TEKS will only be adapted through goals and objectives for students requiring modified instruction and/or who are receiving instruction through an alternate curriculum. ELPS	**Accommodations** Student will receive accommodations virtually by person responsible for Plan implementation as specified in IEP or Section 504 Plan. Access to Supplemental Aids Based on the student's IEP, access to a certified Special Education Teacher or Paraprofessional for Synchronous Support services. Accommodations and Modifications to instructional Materials applied according to the student's IEP. Differentiation and scaffolding supports are embedded within the curriculum. **Specialized Units** Teachers will access online curriculum framework that targets the specific educational needs. Additional instructional online materials have been purchased to	Bilingual Digital Learning Tools Webpages Bilingual Digital Learning Tools CHART **Curriculum Frameworks provide Bilingual supports and links.** Integrated Ellevation strategies, ELPS, and Sheltered Instructional strategies into Curriculum Frameworks Content Trainings provided to teachers of English learners through S3 strategies and Region one

		consumable textbook **All Levels** BISD Curriculum Frameworks & Scope and Sequence Instructional Packets for areas that do not have a consumable textbook			supplement teachers' virtual instruction. **Therapy Platform to support student access to educational opportunities** 	
Social Studies Instructional Materials	PK-12	**Elementary (PK-5th)** PK- OWL PK - HATCH K-5th - Pearson 1st-5th Studies Weekly **Middle School (6th -8th)** Houghton Mifflin Harcourt	ECHS Progress Monitoring Schedule Middle School Progress Monitoring Schedule Revised Elementary Progress Monitoring Schedule 08-20-20 HB3 Assessment Calendar (PK-3)	**YES** TEKS will only be adapted through goals and objectives for students requiring modified instruction and/or who are receiving instruction through an alternate curriculum. ELPS	**Accommodations** Student will receive accommodations virtually by person responsible for Plan implementation as specified in IEP or Section 504 Plan. Access to Supplemental Aids Based on the student's IEP, access to a certified Special Education Teacher or Paraprofessional for Synchronous Support services. Accommodations and Modifications to instructional Materials applied according to the student's IEP.	Bilingual Digital Learning Tools Webpages Bilingual Digital Learning Tools CHART Ellevation Instructional Software **Curriculum Frameworks provide Bilingual supports and links.**

		McGraw Hill Education Edgenuity APEX Learning **ECHS** **(9th - 12th)** Houghton, Mifflin, Harcourt McGraw Hill Edgenuity APEX Instructional Packets for areas that do not have a consumable textbook **All Levels** BISD Curriculum Frameworks & Scope and Sequence Instructional Packets for areas that do not have a consumable textbook	2020-2021 08-20-20 BOY - Parent Letter English BOY - Parent Letter Spanish **Teacher Assigned Tests, Quizzes, Daily work assignments**		Differentiation and scaffolding supports are embedded within the curriculum. **Specialized Units** Teachers will access online curriculum framework that targets the specific educational needs. Additional instructional online materials have been purchased to supplement teachers' virtual instruction. news-2-you Learning Ally Teachtown Basics PRIMARY LEXIA POWER UP LITERACY **Therapy Platform to support student access to educational opportunities** PresenceLearning	Integrated Ellevation strategies, ELPS, and Sheltered Instructional strategies into Curriculum Frameworks Content Trainings provided to teachers of English learners through S3 strategies and Region one

Provide additional explanations of how your instructional materials meet the criteria if needed:

ASYNCHRONOUS PLANNING DOCUMENT- FOR SUBMISSION PREPARATION ONLY

Component	Explanation
How will materials be designed or will be adapted for asynchronous instruction, ensuring coherence and retention on knowledge	Instructional Materials will be available digitally through the LMS. PK-5th. Asynchronous/synchronous modality will allow students to follow the same scope, sequence, minute requirements, and curriculum as if they were being instructed face-to-face. This is to allow for students transitioning between learning modalities (e.g., remote to face-to-face) at the end of grading periods. All materials we use aligned to the PK Guidelines and the Texas Essential Knowledge and Skills (TEKS). Activities will be aligned by teachers as activities where appropriate so that students have a more interactive experience. The use of videos/screencasts/broadcasts will be part of our distance learning experience to ensure that students have detailed instructions on how to navigate the instructional materials and receive explicit instruction on new content. For students that do not have access to the LMS, there will be a non-digital, paper-based version of instructional content, including the consumable Elementary, Middle and High School textbooks in the core content area(s), or instructional packets will be available for content areas to access exercises and supports. The district will implement traditional grading and phone check-ins to measure academic progress in these situations. Teachers have and will continue to receive significant professional development on both content and remote instructional practices to support appropriate adaptation, instructional practices, and coherence. Instructional materials will be available online via the district's curriculum and instruction website and via the Learning Management System (LMS). Synchronous and asynchronous online virtual learning formats will allow students to adhere to the same scope and sequence, curriculum framework, minute requirements, and curriculum as if instructed in a traditional face-to-face environment. All curriculum documents and materials are also aligned to the Texas Essential Knowledge and Skills (TEKS). The delivery of instruction will be differentiated by teachers to ensure students have an interactive, meaningful, and active learning experience. The use of multimedia and additional supplemental materials will be part of the distance learning experience to ensure that students have detailed instructions on how to navigate the instructional materials and receive explicit instruction on new content. For students who do not have access to the LMS, there will be a non-digital, paper-based version of instructional content through instructional packets or consumable textbooks in the Elementary, Middle and High School core content areas. The district will implement traditional grading procedures and phone check-ins to measure academic progress in these situations. 1). progress via the District approved LMS - ex: Seesaw/Google Classroom, 2). Progress from daily teacher/student interaction or 3). through assignment completion.

	Teachers will be supported throughout the school year with purposeful and significant professional development workshops that focus on both content and pedagogical practices. Professional development will also be provided to help support teachers with the online virtual learning platforms and learning management system to ensure the district's curriculum is implemented. Complete Virtual Instructional Plan Presented at Board Meeting 7.27.20
What additional supports (in addition to resources listed above) will be provided for students with disabilities and ELs?	Continuity in personalized support for students with specialized needs/services (i.e., special education, 504, English Learners, etc.) will be provided appropriately within the asynchronous/synchronous learning environment as determined by each student's individual education plan; teachers and paraprofessionals will continue to tailor instructional content and activities to meet the specific needs of these students. This plan includes considerations for all special populations and will adapt/accommodate curricular pace for special education, 504, English Learners, at-risk, and struggling students, and monitor student progress. This is to prioritize the needs of this high-need student populations. **Section 504/Dyslexia** Standard Protocol Dyslexia Instruction and/or Explicit Handwriting Instruction & Interactive Teaching will be provided to identified students with dyslexia/dysgraphia. • Neuhaus Education Center Curriculum/Academies • Seesaw (PK-2)- Interactive Activities • Learning Ally (Audio Books) • Learning Without Tears **Special Services** **Special Education teachers will be provided additional digital supports in order to supplement asynchronous/synchronous instruction:** • **LEXIA** • **Unique Learning Systems** • **News-2-You** • **iTutor** • **Presence Learning**

	• **Learning Ally** **Bilingual** The Bilingual Department provides a listing of Digital learning tools that benefit English learners instructionally in the English Language Proficiency Domains for Listening, Speaking, Reading, and Writing. Bilingual Digital Learning Tools Webpages Bilingual Digital Learning Tools CHART Complete Virtual Instructional Plan Presented at Board Meeting 7.27.20

Key Requirement Student Progress: Describe (or attach a description of) how you're tracking student engagement and progress in your asynchronous environment.

Component	Explanation
What is the expectation for daily student engagement?	Students are required to be engaged daily with work; students who do not demonstrate engagement on a given day are marked absent. Daily student engagement expectations and progress must be clearly defined, measurable, and published online for parent and students. Engagement expectations are defined by grade level and/or subjects/courses. Students are expected to log on daily to Seesaw or Google Classroom to reference activities and assignments for the day. Students are required to be engaged daily with work through daily progress measure utilizing any of the following three measures 1). progress via the District approved LMS - ex: Seesaw/Google Classroom, 2). Progress from daily teacher/student interaction or 3). through assignment completion. Attendance will be utilized based on student engagement for the day and will be marked "Present-Remote Asynchronous" or "Absent" in SIS for PEIMS. Students participate daily by completing instructional tasks, answering questions, submitting assignments, completing projects, or submitting pictures of assignments and tasks. Students are also encouraged to actively participate throughout the day through questions asked of the teacher in teacher small group instruction or contact the teacher during asynchronous time the teacher has scheduled throughout the school day.

	Students will be given asynchronous assignments by the teacher, and completion time equates to the minutes assigned for specific grades. Students are also expected to actively participate in the synchronous sessions and small group/intervention sessions. Students are expected to demonstrate engagement for the teacher to track at a predesignated time every day; however, if assignments are turned in during afterhours of the same day without any other progress measure being completed, teachers can amend attendance the following day (within a 24-hour window). Teachers are also expected to meet virtually with all students daily. BISD Attendance Procedures , BISD Attendance Correction Form 2020-2021 , Attendance Taking Presentation
What is the system for tracking daily student engagement?	Attendance will be utilized based on student engagement for the day and will be marked "Present-Remote Asynchronous" in SIS for PEIMS utilizing the daily progress measure utilizing any of the following three measures 1). progress via the District approved LMS - ex: Seesaw/Google Classroom, 2). Progress from daily teacher/student interaction or 3). through assignment completion. Content and pacing can be tailored for students based on their individual progress and/or areas where students may require additional practice or support including RtI/Resource/Dyslexia/Bilingual supports. Brownsville Independent School District uses eSchoolPLUS Teacher Access Center (TAC) to report daily student attendance. For the 2020-2021 School Year, it is critical that daily attendance be submitted by teachers. **DAILY - Preliminary Attendance will be entered by teachers by:** Elementary School: 3:15 PM Middle School: 3:00 PM High School: 4:30 PM Daily Engagement ends at 11:59 PM of each day. Daily notifications must be sent to parents to encourage student engagement within the SAME day.

Teachers will adjust attendance after engagement has been determined and documented by the teachers (changes must be posted within 1 day).

1st Day of School

On the first day of school, teachers will mark all students with a '1' if there was "1st Day of School-Contact Made" and all students 'NS' (No Show) if there was "No Contact Made."

eSchoolPLUS Attendance Codes for 1st Day of School	
'1'	Student made contact (1st day of School-Contact Made).
'NS'	Student made no contact (No Contact Made).

Do Not Mark Students Absent (ABS) on the first day of school.

2nd Day of School

On the second day of school, the 'ABS' code may only be used for any student who was marked with a '1' on the first day of school, and absent on the second day of school if there was **NO CONTACT MADE**. If the student was marked 'NS' on the first day and **CONTACT WAS MADE** on the second day a school, then a '1' is to be entered. Mark the student **RAP** if contact was made for the 2nd day of school.

eSchoolPLUS Attendance Codes for 2nd Day of School	
'1'	Student made contact (1st day of School-Contact Made).
'NS'	Student has made no contact (No Contact Made).
'ABS'	Student made contact 1st day, but no contact made on the 2nd day (ABS).
'RAP'	Student made contact on the 1st day and made contact for the 2nd day, mark the student (RAP) Remote Asynchronous Present.

3rd Day of School

On the third day of school, the 'ABS' code may only be used for any student who was marked with a '1' on a prior day. If the student was marked with 'NS' the first day and second day, but **CONTACT WAS MADE** on the third day, a '1' is to be entered. If student has still made no contact, on the third day of school, the student needs to be marked 'NS.' Mark the student **RAP** if contact was made for the 2nd day of school.

eSchoolPLUS Attendance Codes for 2nd Day of School	
'1'	Student made contact (1st day of School-Contact Made).
'NS'	Student has made no contact (No Contact Made).
'ABS'	Student made contact 1st day, but no contact made on the 2nd day (ABS).
'RAP'	Student made contact on the 1st day and made contact for the 2nd & 3rd day, mark the student (RAP) Remote Asynchronous Present.

Attendance Reminders

A student has until 11:59 PM to meet one of these progress measures as defined by the BISD Learning Management Plan:

- Daily progress in the Learning Management System (LMS), as defined in the approved learning plan; or
- Daily progress via teacher-student interactions, as defined in the approved learning plan; or
- Completion/Turn-in of assignments from student to teacher (potentially via email, on-line, or mail) or will be counted
- **No Contact, Absent (ABS)**
- **Each day, the student must be marked RAP, if contact was made as via any of the progress measures above.**

Campus Leadership Team:

PEIMS Administrators must confirm that the daily attendance counts are accurate and that all **No Show** students are entered in **Teacher Access Center**. Daily Student attendance must be entered per student and reconciled within 1 day. **A student cannot have a "blank" attendance record when in Remote Asynchronous Learning.** Please refer to the *Student Code of Conduct* (Pupil Services) or contact PEIMS Department for any questions on Remote Asynchronous Attendance.

BISD Attendance Procedures

BISD Attendance Correction Form 2020-2021

Attendance Taking Presentation

How are the expectations for daily student engagement consistent with progress that would occur in an on- campus environment?	Apart from interventions, daily contact, and progress monitoring tools attendance will be tracked daily in the district's LMS, the SIS for PEIMS, through the built-in Progress Markers, using the same process and protocol as is used during on-campus instruction. In addition, students who fall below a 90% attendance for the time that the course is offered will not receive credit for the course, regardless of level of "engagement", consistent with on-campus expectations. For students that do not receive credit for a course, the campus will follow Texas Education Code 25.092 state and district guidelines utilizing the attendance committee procedures. BISD Attendance Procedures Campus administrative teams including the Principal/Assistant Principal(s)/Dean/Assistant Superintendent(s) will conduct daily virtual classroom walk-throughs. Department Specialists/Lead Teachers/Supervisors/Administrators/Area Superintendents/Deputy Superintendent will be conducting virtual classroom walk-throughs for targeted schools. In addition, Department Administrators/ Specialists/Supervisors/Area Superintendents/Deputy Superintendent will also conduct virtual classroom walk-throughs for targeted schools not meeting progress measures. These methods require engagement that is consistent to an on-campus learning environment because they mimic the ways in which students would interact with their teachers and classmates on-campus though duration, learning objectives achieved, activities completed, and coursework. Furthermore, these opportunities for engagement provide evidence that the student is making progress and engaging with their schoolwork daily, synchronous instructional, and small group instruction scheduled throughout the instructional school day. Complete Virtual Instructional Plan Presented at Board Meeting 7.27.20
What is the system for tracking student academic progress?	Brownsville ISD has a multi-faceted connectivity plan to provide virtual accessibility to daily student instruction. The district is providing electronic devices, hotspots to students in need. In addition, district buses will be utilized to provide Wi-Fi access to various residential areas where internet connectivity is not available. All campuses also have extended Wi-Fi to parking areas of the schools so students can also have access. For students that do not have access to the LMS, there will be a non-digital, paper-based version of instructional content, including the consumable Elementary, Middle and High School textbooks in the core content area(s), or instructional packets will be available for content areas to access exercises and supports. The district is will implement traditional grading and phone check-ins to measure academic progress in these situations. Student progress will be tracked daily in the LMS through daily assignments, quizzes, tests, activities, interaction with their teacher, small group instruction, district monitoring assessments and other checkpoints. The district designed a sample daily schedule for campuses to follow as they implement a standardized structure in tracking instructional minutes and engagement. Students will be given grades in accordance with the 2020-2021 Brownsville Independent School District's Grading Procedures.

The district will utilize Test Hound to track student designated support data (student accommodations). This system integrates with the current district LMS to track student accommodations and testing materials to ensure all students receive appropriate testing accommodations and materials.

Campus administrative teams including the Principal/Assistant Principal(s)/Dean/Assistant Superintendent(s) will conduct daily virtual classroom walk-throughs. Department Specialists/Lead Teachers/Supervisors/Administrators/Area Superintendents/Deputy Superintendent will be conducting virtual classroom walk-throughs for targeted schools. In addition, Department Administrators/ Specialists/Supervisors/Area Superintendents/Deputy Superintendent will also conduct virtual classroom walk-throughs for targeted schools not meeting progress measures with data from TANGO Trends/Eduphoria. Data review sessions will be conducted every three/six weeks at the district and campus level. Data will be used to adjust instruction, lesson plans and scope and sequences as needed.

Parents have full access to student work, interactions with teachers, assignment submissions and feedback through parent portal of LMS. The parent portal will also establish a two-way communication channel between parents and teachers. These expectations for student engagement and progress monitoring will be shared with parents at the start of the school year. A list of parental expectations will be clearly delineated including the level of support they will be required to provide students. In addition, parents have access to student grades and attendance through the Home Access Center. **Roles and Responsiblilities Agreement / Acuerdo de Roles y Responsabilidades**

The LMS, Schoology will be the main mode of communication between students, teachers, administrators, and parents. The LMS will also provide teachers and campus administrators the ability to identify if students are making progress through student progress reports which are issued out every three weeks and reports cards issued every six weeks. Daily, the teachers can verify if the students were able to complete their independent work or asynchronous work when it is submitted through the Google classroom or Seesaw. Teachers can then identify which students are needing additional assistance and homework help. The schools will provide after school tutorials virtually. Once students needing assistance are identified, the teachers can create RtI groups through the Schoology LMS in order to provide remediation.

The school district will continue to offer six-week checkpoints on core subject areas to identify areas of growth and more importantly, areas where students need remediation. The district utilizes Tango Trends and Eduphoria to provide check points so that teachers and district level content area specialists can assist with the identification of targeted areas needing reteaching and remediation. The district will also provide the campuses with two district level benchmarks, the first one being in November. These benchmarks will assist in identifying not only the students who need targeted supports but also, the campuses that are needing district level supports (see **ECHS Progress Monitoring Schedule ; Middle School Progress Monitoring Schedule ; Revised Elementary Progress Monitoring Schedule 08-20-20 ; HB3 Assessment Calendar (PK-3) 2020-2021 08-20-20**).

Data tracking and data analysis are strong in the Brownsville Independent School District and parents will be an integral part in the review of their child's data. Parents will be able to track their child's progress through the Home Access Center and will be able to review all checkpoints and benchmark data. Administrators will also utilize this data to make decisions for targeted group supports and areas needing improvement. Teachers will be able to progress monitor through the utilization of data extracted from Schoology, Tango Trends and Eduphoria.

	TANGO Online Testing Information via Etazo **Complete Virtual Instructional Plan Presented at Board Meeting 7.27.20**
What is the system for providing regular (at least weekly) feedback to all students on progress?	Teachers are expected to provide daily feedback using the following methods using the LMS. Daily specific feedback from teachers to students is conducted through a variety of methods, via synchronous lessons, activities, or small group instruction, grades, and teacher-student conferencing. The daily feedback system allows students to have a clear understanding of their academic progress on a consistent and frequent basis. With synchronous learning time, teachers will have additional time to provide interventions and/or small group instruction. Elementary school teachers are expected to host small group instruction and intervention sessions per day for students. Teachers will review each individual student's progress and conduct outreach for small group intervention sessions where and when appropriate. It is important to emphasize to teachers that feedback engagement is not limited to synchronous activities; it can be done through discussion forums, chat features, email correspondence and other channels in accordance with what their students may prefer or find most effective. The district will also conduct diagnostic assessments at the beginning of the year and will have a progress monitoring schedule for PK to 12th grades throughout the year with common district established assessments to be utilized to monitor student progress to provide instructional interventions (see attached links). The monitoring platform utilized by the Brownsville Independent School District will be TANGO Trends and/or Eduphoria. **TANGO Online Testing Information via Etazo** **ECHS Progress Monitoring Schedule** **Middle School Progress Monitoring Schedule** **Revised Elementary Progress Monitoring Schedule 08-20-20** **HB3 Assessment Calendar (PK-3) 2020-2021 08-20-20** **Elementary Campus Fluency Spreadsheet 3rd & 4th Grades** **Elementary Teacher Fluency Spreadsheet Documentation by Week**

	Complete Virtual Instructional Plan Presented at Board Meeting 7.27.20 Students served through special education will follow the same as aforementioned additional documentation for student progress and feedback is linked below. Special Education Flexible Tracking Log Special Education Communication Log

Key Requirement Implementation: Describe specific supports for educators and families to implement effective remote asynchronous instruction.

Time of Year	Key Topics	Staff	Follow Up Support
March 23 - July 22, 2020 **District Staff Training** on Learning Platforms and Content Specific Trainings to support virtual student learning	See table below	District Administration Campus Administration Department Administration PK3-12th Teacher Paraprofessionals	Additional training for district, campus and department leadership and staff will be held virtually throughout the fall semester. **Google Education** Train 800 core teachers in a virtual conference (August 20, 2020) Certify 83 educators in (Vouchers will be provided Google Education Certified Level 1)

Dept	# of Workshops	Total Participants
891 - PROFESSIONAL DEVELOPMENT	624	23,979
919 - CURRICULUM DEPARTMENT	345	10,665
873 - BILINGUAL DEPARTMENT	87	5,267
890 - SPECIAL SERVICES	36	1,139
949 - DYSLEXIA PROGRAM	28	320
874 - COLLEGE & CAREER READINESS	27	383
921 - ISET	27	991
930 - SPECIAL PROGRAMS	23	426
926 - MIGRANT EDUCATION	14	102
877 - FINE ARTS	7	175
911 - HEALTH SERVICES	5	47
804 - HOMELESS YOUTH PROJECT	4	57
878 - GUIDANCE & COUNSELING	3	101
917 - EMPLOYEE BENEFITS	2	15
985 - RESEARCH/EVALUATION	2	8
730 - COMPUTER SERVICES	1	79

818 - GRANTS DEPARTMENT	1	21
913 - FOOD NUTRITION SERVICES	1	1
Total	1,237	43,776

Type of Training	# Workshops	Participants
Microsoft Teams	202	5179
Google Classroom	174	7983
Seesaw	60	3662
Nearpod	48	744
Google Forms	44	1657
Google Docs	20	773
Screencastify	13	556
Google Sites	12	608
Google Voice	12	888
Padlet	11	579
ClassDojo	8	788
YouTube	8	276
Apple	7	420
Other	7	505
Office 365 Excel Forms	6	91
Office 365 PowerPoint	6	192
Edpuzzle	5	237
Hyperdocs	4	139
Office 365 Sway	4	64
Flipbook	3	231
Weebly	2	69
Office 365 OneNote	1	12
Zoom	1	44
Total	**658**	**25,697**

Asynchronous Training – Self Pace Modules

- Hoonuit

Microsoft Education

One day Academies

1 hour Academies

3 hour Academies

Live Team Sessions

Offered by departments through TEAMS Platform

Learning Management Platforms:

- G-Suite
- Seesaw
- Microsoft Teams
- Nearpod

Instructional Software Programs:

- Edgenuity
- Studies Weekly
- Pearson
- Apple Education
- Textbook Adoptions (software applications imbedded in the eBooks)
- Readworks
- Lexia
- HATCH Ignite

Digital Communication Tools:

- ClassDojo

	Tutorials Completed – 488,407 Assessments Completed – 79,417 • Google Educator • Microsoft Education Center		• Google Meets • Microsoft Teams • Remind
Content Based Trainings Curriculum & Instruction Trainings prior to commencement of school year to support planning and implementation for virtual instruction	Elementary Math BOY Trainings Elementary ELAR-SLAR BOY Trainings Elementary ELAR-SLAR BOY Addl. Trainings Elementary Social Studies BOY Trainings Elementary Science BOY Trainings Middle School Math Dept. Chair Meetings Middle School Social Studies Trainings Middle School Science Trainings Middle School Core Content Trainings Middle School and ECHS ELAR Professional Development Calendar High School Math Dept. Chair Meetings High School Social Studies Trainings High School Science Trainings	Teachers	Ongoing trainings will occur during maintenance meetings and department meetings throughout the school year Elementary ELAR Maintenance and Training on Virtual Testing of TPRI/TJL Elementary Social Studies Maintenance Meetings Elementary Science Maintenance Meeting Elementary Math Mainenance Meetings Middle School Math Dept. Chair Meetings Middle School Social Studies Trainings Middle School Science Trainings Middle School and ECHS ELAR Professional Development Calendar High School Math Dept. Chair Meetings

			High School Social Studies Trainings High School Science Trainings
Bilingual/ESL Trainings Trainings prior to commencement of school year to support planning and implementation for virtual instruction	Bilingual - All Levels - DID - Best Practices Series Flyer Bilingual - All Levels - DID - June 3 Best Practices in the Bilingual ESL Classroom PART II Bilingual - All Levels - DID - June 19 Best Practices in the Bilingual ESL Classroom PART II Bilingual - All Levels - DID Ellevation May & June Instructional Trainings Bilingual - All Levels - DID - LEXIA Videos for Bil. Ongoing Hrs Bilingual - All Levels - DID - SIOP Core July 20th 2020 Flyer Bilingual - All Levels - DID - Sheltered Instruction PD Sessions Flyer Bilingual - All Levels - DID - SIOP Refresher Flyer Bilingual - All Levels - DID - Hoonuit 6 Bilingual on-going courses Bilingual - All Levels - DID - Iris Center 6 Bilingual on going courses Bilingual - Elementary - DID - Campus Staff Development Flyer 2020 Bilingual - Secondary - DID - Campus Staff Development Flyer 2020	Bilingual/ESL Teachers and Teachers of English Learners	Bilingual - All Levels - WD - Best Practices Session by Bilingual Department Bilingual - Secondary - WD - ESL MS and HS Cadre Meetings Bilingual - All Levels - WD - Sheltered Instruction Ongoing Hours Trainings - Asynchronous Bilingual - All Levels - WD - Sheltered Instruction Core Training Bilingual - All Levels - WD - Ellevation English Learner Strategies Trainings Bilingual - All Levels - WD - Ellevation English Learner Strategies Trainings Region One Coaching / Modeling sessions

	Bilingual - Elementary - DID - Lectura Temprana Conciencia Fonológica		
Special Education/Dyslexia/504 Trainings Trainings to support planning and implementation for virtual instruction	All special education administrators, teachers and support service staff will receive online trainings to support planning and implementation for effective virtual instruction. **RtI Campus Training** **Section 504 BISD TOT**	Special Education/Dyslexia Teachers/ General Education Teachers/ Campus Administration	Ongoing will be provided in Fall and Spring.
Leadership Training • 7/28/20 • 7/29/20 • 7/30/20	Leadership Conference This orientation will provide an overview of the tools to help facilitate the transition of online instruction and onboarding educators virtually (Lead4ward). Additionally, this orientation will be hosted through a Microsoft Teams and focus on required district trainings. Assessment Research and Evaluations • Beginning of Year • Interim Assessments • BOY and IA Comparison • TSI/TSIA 2.0 • Texas Formative Assessment Resources • Test Hound • Testing Calendars • TEAMS • TELPAS Released Tests • Bilingual • Bilingual/ESL/Title III Updates • TEA English Learner Guidance Document • LPAC • Home Language Survey • LAS Links • TELPAS • Curriculum and Instruction • T-TESS • SLO • Goal Setting and Professional Development Human Resource	District Administration Campus Administration Department Administration	Additional training for district, campus and department leadership will be held virtually throughout the summer and fall semester of 2020.

	• Code of Ethics • Progressive Discipline • HR/Legal Issues • Senate Bill 7 • Electronic Media • Title IX • Teacher Incentive Allotment Lead4Ward • Plan proactively for high impact TEKS clusters • Lead4Ward Field Guides • Leadership Report Cards • Focus on Sound Instruction (process and content) • PEIMS • TSDS Special Education • FAPE During Distance Learning • IEP Implementation • Related Services • Evaluation • Contingency Plans • Parent Teacher Communication Professional Development • Usage of Microsoft Teams • Navigating the channels • Technology Services • Identify Devices • Best Practices • Hotspots • WIFI for students • Log-in Accounts • Filtering Devices Password Security • District Hotline • Workorders • Cybersecurity		

<table>
<tr>
<td>Schoology
07/30/20</td>
<td>Schoology
This training focuses on PowerSchool-eSchoolPLUS who is proud to partner with the Texas Education Agency (TEA) as part of its Texas Home Learning Initiative to provide Schoology Learning, the leading PK-12 learning management system, to all TEA member districts across the entire state. It will focus on the navigation on the LMS.</td>
<td>Campus Administration
Department Administration</td>
<td>Additional training for district, campus and department leadership will be held virtually throughout the summer and fall semester.</td>
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<tr>
<td>New Employee Orientation
• 8/13/20
• 8/14/20</td>
<td>New Employee Orientation
This orientation will provide focus on required district trainings.

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<tr><td>Assessment</td><td>Bilingual</td></tr>
<tr><td>BISD Police</td><td>Career and Technology</td></tr>
<tr><td>College and Career Military Readiness</td><td>Dyslexia / 504</td></tr>
<tr><td>Curriculum Elem.</td><td>Curriculum Sec.</td></tr>
<tr><td>Employee Benefits</td><td>Guidance and Counseling</td></tr>
<tr><td>Human Resources</td><td>ISET</td></tr>
<tr><td>Legal</td><td>Professional Development</td></tr>
<tr><td>SLO Overview</td><td>Special Education</td></tr>
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<td>New Employees</td>
<td>Additional training for new employees will be held virtually throughout the summer and fall semester.</td>
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<tr>
<td>Parent Trainings
• 8/3/20
• 8/4/20
• 8/5/20
• 8/6/20</td>
<td>Parent Trainings
In preparation for the 2020-2021 Remote Learning the ISET Department will be offering Live Webinars.

Topics:
Connecting my Child to Seesaw
• 8/3/20 – English @ 1:00 – 2:30 pm
• 8/3/20 – Spanish @ 3:00 – 4:30 pm
Google Classroom Overview for Families
• 8/4/20 – English @ 1:00 – 2:30 pm
• 8/4/20 – Spanish @ 3:00 – 4:30 pm
Navigating the BISD Webpage
• 8/5/20 – English @ 1:00 – 2:30 pm
• 8/5/20 – Spanish @ 3:00 – 4:30 pm

Clever Easy Way for Student to Access all Learning School Applications
• 8/6/20 - English @ 1:00 – 2:30 pm
• 8/6/20 - Spanish @ 3:00 – 4:30 pm</td>
<td>Families</td>
<td>Additional training for families will be held virtually throughout the summer and fall semester.

Sample Campus Parent Training for Virtual Learning

Sample Campus Parent Training for Virtual Learning 2</td>
</tr>
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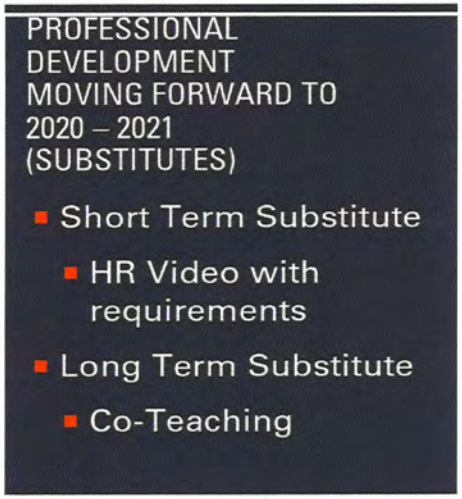
Parent Training Asynchronous	Parent Modules Course modules with certificate of completion are currently offered to parents in the areas of • Google Classroom • Seesaw	Families	Training is On-Demand
Trainings for Parents • **With Students with special needs** • **Bilingual Students** • **All Students Mental Health and Well-being**	**Special Education Parent Workshops** **Bilingual - All Levels - DID 2020 program- English Learners' Parent Symposium - English** **Bilingual - All Levels - DID 2020 program- English Learners' Parent Symposium - Spanish** **Bilingual - All Levels - DID - TIII Parent Family and Community Online Institute** Counseling Flyer (Fall)	Families	**Bilingual - All Levels - WD - English Learners' Parent Symposium 2021** **Parents will be invited to the following meetings (Dates TBD):** Region One Parent Meetings Campus Informational Meetings Department Informational Meetings Family Engagement Events Family Literacy Events Share Supporting English Learners in Texas – Parents and Family Website https://www.txel.org/parents-and-families/ Counseling Flyer (Spring)
Campus Staff Development • 8/19/20 • 8/20/20	**Campus Staff Development** Orientation will be based on campus needs assessments • 8/20/20 – 800 Teachers will train on a Virtual Conference through friEDTechnology (Google Education) • 8/20/20-9/25/20 - 83 (Dean's and Administration) will become Google Level 1 Certified to build capacity at their respective campus	Teachers TST Administration	Training will be held Synchronously and Asynchronously
District Staff Development • 8/21/20	District Staff Development Orientation will be based on content areas	Teachers	

Professional Development Plan for Substitutes	 BOY Substitute Training Flier	Substitutes	

Summarize how your professional development for educators will support asynchronous instruction:

Component	Explanation
How will both initial and ongoing, job-embedded educator development opportunities occur?	The PD calendar above outlines the primary methods of delivery for initial and ongoing professional development along with the skills and tools professionals are expected to become proficient in: • **Schoology**: Continuing educators will have most of their digital onboarding hosted through a Schoology course • **G Suite**: All educators will train through Microsoft Teams in the G Suite product. The training will focus on all cloud-based productivity and collaboration tools that will eventually assist them to the Schoology Learning Management System. • **Office 365**: All educators will train through Microsoft Teams in the Office 365 product. This training will include office apps such as Word, Excel, PowerPoint, Email and Calendaring, Meetings and Cloud Storage • **Trainer of Trainer Model**: Educators proficient in the relevant asynchronous course delivery platforms will train educators who need help with learning about the technology though Professional Development and ISET department. • **Seesaw:** Will be used for PK – 2nd as the LMS to provide asynchronous course delivery • **Clever** **Timeline for other ongoing training and support** (leadership teams will attend these meetings and are responsible for replicating this virtual training with their respective campuses during District Staff Development days) found on the table above.

Curriculum Instructional Specialists are assigned to every campus to provide the following ongoing educator development and support:

- Provide on-going personalized professional development and instructional coaching through real-time feedback
- Model core content lessons with guidance on content specific instructional strategies and resources
- Develop content knowledge though the facilitation of collaborative planning and monitoring the alignment of instruction, assessment, and student outcomes to district and state requirements
- Assist teachers in disaggregating, analyzing, and disseminating progress monitoring data to drive decisions on instructional placement and responsive action to address students' academic needs utilizing TANGO Trends/Eduphoria
- Assist teachers in effective integration and implementation of district curriculum and available resources for virtual instruction

Curriculum Specialists are assigned to clusters of campuses to serve as content specialists to provide supports for the integration of district provided resources that can be integrated virtually. The **Educational Technology Specialist/Lead Teacher** in partnership with the **Curriculum Specialist** will support teachers in the development of purposeful integration of technology and the delivery of high-quality instruction in a virtual environment. Furthermore, Curriculum Specialist will:

- Guide teachers in the implementation of the district's adopted curriculum and framework
- Provide campuses examples and assistance in the implementation of high-quality literacy lessons aligned to the district instructional expectations and curriculum
- Develop content knowledge though the facilitation of collaborative planning and monitoring the alignment of instruction, assessment, and student outcomes
- Implement the district coaching cycle by assisting in the implementation of the district curriculum utilizing the frameworks, scope and sequence, and district adopted materials to be integrated and utilized for virtual student instruction
- Collaborate with the campus Dean of Instruction and in collaboration with the campus Dean provide targeted professional development to teachers

Campus Administrators and Deans of Instruction will continue to coach educators, provide professional development throughout the school year, conduct virtual walk-throughs and provide feedback on practices and on the job training, with consistent and frequent real-time feedback.

Complete Virtual Instructional Plan Presented at Board Meeting 7.27.20

How will professional development experiences develop educator content knowledge to support internalizing the asynchronous curriculum and analyzing and responding to data?	Through the initial digital onboarding process and ongoing topical discussions throughout the fall semester on how to effectively leverage Schoology, educators will learn how to deliver course content and respond to the data provided by the LMS feedback system. Educators will use LMS progress markers and reports to understand student engagement with their course offerings and how to adapt materials, activities and pacing to the needs of the individual students with whom they work. The opportunity to replicate the virtual training modules outlined above with their respective campuses during Campus and District Staff Development will also help to instill best practices for asynchronous course delivery. **Professional Development, Curriculum Specialists and ISET Department** will support teachers in the development of purposeful integration of technology through Professional trainings in the following areas: • Navigating the LMS Platform • Understanding the digital tools for delivery asynchronous and synchronous instruction • Providing asynchronous and synchronous training in the Microsoft TEAMS platform on multiple softwares, communication tools, applications, etc. • Training and assistance in the effective implementation for virtual instruction utilizing online adopted textbook resources, the district curriculum frameworks, and the scope and sequences. **Complete Virtual Instructional Plan Presented at Board Meeting 7.27.20**

Describe your communication and support plan for families engaging with asynchronous learning:

Component	Explanation
How will you communicate the expectations for asynchronous instruction to families?	Public Relations and Community Engagement or BISD will provide communications and marketing support to Curriculum and Instruction for parents in the way of updating the district's main website at www.bisd.us, the district's social media platforms, KBSD-ITV, and via School Messenger, which is text, e-mail, and phone. Public Information and Community Engagement will continue to modify communications from the district as new TEA guidelines on At-Home Learning instruction are made available. We will gather facts and distribute them to the media and increase communication to assist us in getting the word out to parents and families. We will also assist in producing printed and video materials about BISD's At-Home Learning instruction procedures. Public Relations and Community Engagement will communicate critical information effectively from the Superintendent in a timely manner to parents and families regarding COVID-19. **Professional Development and ISET Department** will support teachers in the development of purposeful integration of technology through Professional trainings in the following areas: • Navigating the LMS Platform

	• Navigating the CMS Platform • Understanding the digital tools that teachers and staff may use to communicate to parents. • Providing asynchronous and synchronous training in the Microsoft TEAMS platform on multiple softwares, communication tools, applications, etc. The Parent and Family Engagement Department will provide continuous two-way communication Parent/Guardian and Community communication utilizing a variety of communication tools. All communication will be provided in English, Spanish and other languages upon request. • Roles and Responsibilities Agreement: Delineates the responsibilities for Students, Parents, Teachers and Leaders while conducting distance learning. It also includes recommended tips and strategies for all stakeholders to maintain healthy social emotional outcomes. • Parent and Family Engagement website and social media: Up to date information will be posted immediately on these most widely used platforms based on the parent survey data results. • School Messenger: Parent/Guardians will receive phone calls, emails, texts and mailouts that can be generated at the district and/or campus level. • LIVE/Recorded Virtual meetings/webinars/training will be provided and posted on the Parent and Family Engagement website. PFE staff host meetings and in conjunction with campus Parent Liaisons. • Parent Portals: Parents/Guardians will also have access to view student work, academic progress, and communicate with their child's teacher/s through Schoology, Seesaw, Clever and Google Classroom. All activities will be supported by the District Family Engagement Plan found on the district's website at: **BISD Family Engagement Plan**
What are the expectations for family engagement/support of students?	Public Relations and Community Engagement will maintain an open line of communication with parents, guardians, and their families to connect them with the appropriate campuses, departments, or programs to meet their requests and needs. Parents and guardians

provided feedback and input to support their student's quality of education through completing an online survey or by calling the BISD hotline. Reminders to parents and guardians were and will continue to be sent via School Messenger.

Parents/Guardians will be provided the following resources to support student At-Home learning.

Parent Surveys:

- May 2020 – June 2020: Parent Selection of Learning Model for 2020-2021
- July 2020 – August 2020: Parent/Student Selection of Learning Model for 2020-2021
- Sign-up opportunities for Parent Portals; Home Access Center and learning platforms.
- Roles and Responsibilities Agreement: Delineates the responsibilities for Students, Parents, Teachers and Leaders while conducting distance learning. It also includes recommended tips and strategies for all stakeholders to maintain healthy social emotional outcomes.

Roles and Responsiblilities Agreement

Acuerdo de Roles y Responsabilidades

Personal Graduation Plans (PGP) Collaboration and Support

Counselors will continue to collaborate with students and parents/guardians to formulate secondary personal graduation plans.

The PGP is used to select a program of study, graduation plan, declare goals and supports for students and identify interventions for academic and assessment achievement.

High School PGP

Middle School PGP

Transition Planning

Throughout the school year, elementary and secondary parents/guardians will participate in transition planning for their student. Parents will participate in school events and presentations that focus on options and planning for their child to transition from elementary to middle school, middle school to high school and high school to post-secondary education.

College Planning power point

What additional supports, training, and/or resources will be provided for families who may need additional support?	In addition to the multi-faceted connectivity plan to provide accessibility to daily student instruction, the district is providing electronic devices and hotspots to students in need. District buses will be utilized to provide Wi-Fi access to various residential areas where internet connectivity is not available. All campuses also have extended Wi-Fi in parking areas of the schools so students can also have access. The district has also purchased school supplies for all students PK-12 that will be distributed prior to the start of school (see links below). **PK-12 District Purchased School Supplies** **Sample Campus Distribution of Instructional Materials** **Sample Campus Distribution of Instructional Materials Spanish** The additional support that Public Relations and Community Engagement or BISD will provide is to promote effectively the available trainings, surveys, and resources for parents or guardians and their families on the district's website, social media channels, and correspondence from the district with the most up to date information. www.bisd.us In addition to providing information, training and resources posted on our District "Reconnect Safely, Starting Strong" handbook and the Parent and Family Engagement websites, department directors, campus administration and teachers will offer support in the following. • Parents/Guardians are provided the opportunity to connect directly with BISD's Technology Hotline and/or the campus Technology Support Technician. • Distribute to each campus, PPE equipment, electronic devices, hotspots and school supplies. • Provide families with Mental Health education and support. BISD will provide opportunities to collaborate with various District Parent Advisory Committees to actively engage in both campus and district levels. The Parent Representatives' primary role is to share the contents obtained at the committee meeting with parents of their school community. • Superintendent's Parent Round Table

- District Parent Advisory Committee
- District Education Improvement Council
- District School Health Advisory Committee
- Campus Site Based Decision Making Committee
- Community Committees

Teachers and parents/guardians also have the opportunity to communicate with parents through multiple software's, communication tools, applications/platforms and during the teacher's daily conference time.

Parent Trainings

In preparation for the 2020-2021 Remote Learning the ISET Department will be offering Live Webinars.

Additional training for families will be held virtually throughout the summer and fall semester.

Topics:

<u>Connecting my Child to Seesaw</u>

8/3/20 – English @ 1:00 – 2:30 pm

8/3/20 – Spanish @ 3:00 – 4:30 pm

<u>Google Classroom Overview for Families</u>

8/4/20 – English @ 1:00 – 2:30 pm

8/4/20 – Spanish @ 3:00 – 4:30 pm

<u>Navigating the BISD Webpage</u>

8/5/20 – English @ 1:00 – 2:30 pm

	8/5/20 – Spanish @ 3:00 – 4:30 pm Clever Easy Way for Student to Access all Learning School Applications 8/6/20 - English @ 1:00 – 2:30 pm 8/6/20 - Spanish @ 3:00 – 4:30 pm BISD HelpLine Connect with a Brownsville ISD Counselor for emotional support and access to community resources HelpLine flyer

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/20

Item Title: Recommend Approval of COGNIA INC for SACS Accreditation and School Improvement

X **Action**
_____ **Information**
_____ **Discussion**

BACKGROUND:

COGNIA INC is an organization that accredits schools and provides improvement services for educational entities. The accreditation fee enables COGNIA INC to provide the District with local support for accreditation through the District's managing office as well as access to tools and resources for continuous improvement. In addition to support and service, COGNIA INC provides the District with COGNIA INC Standards for Quality, COGNIA INC Accreditation Protocol, and COGNIA INC Adaptive System of School Improvement Support Tools (ASSIST). These tools and protocols mark a new generation of accreditation and school improvement. The result is a performance based accreditation process and state of the art, web-based system that provides each institution with a comprehensive analysis to drive continuous improvement.

COGNIA INC is the parent organization for Southern Association of Colleges and Schools (SACS).

FISCAL IMPLICATIONS:

Function 23 – Local 199 department funds - $51,350.00

RECOMMENDATION:

Recommend approval to use COGNIA INC for SACS Accreditation visits and continuous school improvement for the school district in the amount not to exceed $51,350.00 from budgeted local departmental funds for the 2020-2021 school year.

Merrill Hammons
Submitted by: Principal/Program Adm.

Dr. Dora Sauceda
Recommended by: Asst. Supt.

Dr. Anysia Trevino
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Item Title: **Recommend Approval of COGNIA INC For SACS Accreditation and School Improvement**

BACKGROUND (continued)

Campuses under review for 2020-21 school year:
- Brownsville Early College High School

Campuses under review for 2021-22 school year:
- Hanna Early College High School
- Lopez Early College High School
- Brownsville Learning Academy
- Lincoln Park School
- Stell Middle School
- Stillman Middle School

Campuses under review for 2022-23 school year:
- Pace Early College High School
- Porter Early College High School
- Rivera Early College High School
- Veterans Memorial Early College High School
- Faulk Middle School
- Lucio Middle School
- Manzano Middle School
- Oliveira Middle School
- Perkins Middle School
- Vela Middle School

Campuses under review for 2023-24 school year:
- None

Campuses under review for 2024-25 school year:
- Besteiro Middle School
- Garcia Middle School

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/20

Item Title: Dual Enrollment / Dual Credit Program with Texas Southmost College

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

Dual Enrollment is a powerful K-16 Brownsville academic community initiative which rigorously supports our students as they prepare for post-secondary education and careers of choice. Texas Southmost College has waived all student tuition and related fees and will charge the district a $5.00 Records Fee for each participating student. Historically, all Brownsville high schools have participated in this unique program providing opportunities for their students to earn both high school and college credit while participating in the Dual Enrollment program. We are currently following the MOU approved 12/11/2018 which continues from year to year. These students represent all Early College High Schools District-Wide.

FISCAL IMPLICATIONS:

Function 11: Local categorical Budget Funds: $195,700
Function 11: State Compensatory categorical Budget Funds: $350,000

RECOMMENDATION:

Recommend approval to increase the amount for Dual Enrollment based on the number of students enrolled in the program with Texas Southmost College to offer dual enrollment/dual credit opportunities beginning the 2020-2021 school year. This agreement shall continue from year to year unless amended mutually or terminated in writing by either party. Services and items to be purchased are subject to the District's needs and funding.

Merrill Hammons
Submitted by: Principal/Program Adm.

Dr. Dora Sauceda
Recommended by: Asst. Supt.

Dr. Anysia Trevino
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 9/1/2020

Item Title: Texas Education Agency
Safety and Security Grant
2020-2021

X **Action**
Information
Discussion

BACKGROUND:

The TEA Safety and Security provides funding for two BISD departments in the amount of $718,468.00. The Police and Security Services will receive $409,000.00 to upgrade all communication radios for police and security officers; upgrade security systems, cameras that monitor schools inside and outside; and provide for barriers to increase safety at all schools and educational and athletic events. The Facilities Department will receive $309,468.00 to provide perimeter security fencing at Stillman Middle School and other sites that need fence upgrades.

FISCAL IMPLICATIONS:

There is no match required to expend the funds from this TEA grant

RECOMMENDATION:

Recommend approval to accept $718,468.00 from TEA to provide needed equipment and technology for BISD Police and Security Services; and for adding perimeter fencing to campuses by the Facilities Department at no cost to BISD.

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

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

Dr. Anysia Treviño
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Texas Education Agency

NOGA ID: 19055301031901

Organization: BROWNSVILLE ISD
County-District: 031901
Vendor ID: 1- 746000418

Campus/School: Not Applicable
ESC Region: 1
School Year: 2020

Notice of Grant Award

SAS # A467-20

Amendment Number:

Name of Grant Program	Far Fund Code	Far Rev Code	Fed Awd # /CFDA #	Federal Aid Agency	TEA USE only	Begin Date	End Date	Increase (Decrease)	Amount
SCHOOL SAFETY AND SECURITY GRANT	429	5829		TEXAS EDUCATIO N AGENCY	05531901	01/28/2020	05/31/2021	$0.00	$718,468.00
								NOGA Total:	$718,468.00

An amount of {$0.00} has been reserved for the Notice of Grant Award. For more information, please contact the funding contact listed on the TEA Grant Opportunities page.

Application and any amendment thereto identified above, Received Date/ Document Control Number/ Application ID{01/28/2020}as revised or negotiated by the Texas Education Agency (TEA), is hereby incorporated by reference and, therefore, made a part of this grant award. Also incorporated by reference into this grant award are the Provisions and Assurances contained in the incorporated application, the Request for Application (if applicable), the instructions to completing the Standard Application System (SAS), any guidelines which accompany the application, including program and fiscal guidelines, and any and all attachments or appendices submitted by the applicant or included by TEA. This grant is made contingent upon the availability of funds from the funding entity to the Texas Education Agency for distribution to the sub grantee named above. If funding is not received, TEA assumes no liability for costs incurred by the grant recipient.

Offer Accepted by Grantee	Approval ID of the Commissioner of Education or Designee Texas Education Agency	Date
The signature of the applicant's authorized officer contained on the applicant's application or amended application referred to above, is hereby incorporated by reference and made a part of this grant/award.		04/06/2020

Application Part 1:

GA

2019-2021 School Safety and Security Grant

Application Due 5:00 p.m. CT, January 22, 2020

38795

Texas Education Agency

NOGA ID 190553101031901

Authorizing legislation: SB 500, Section 32, 86th Texas Legislature

This application may be submitted via email to grantapplications@tea.texas.gov or in hard copy by mail or hand delivery. Mail or hand deliver one original to the following address:

Document Control Center, Grants Administration Division, Texas Education Agency
1701 N. Congress Avenue, Austin, TX, 78701-1494

The application may be signed with a digital ID, or it may be signed by hand. Both forms of signature are acceptable, regardless of how the application is submitted. (The digitally signed application may be emailed, or it may be printed and submitted in hard copy. The hand-signed application may be scanned and emailed, or it may be submitted in hard copy.)

TEA must receive the application by 5:00 p.m. CT, January 22, 2020, regardless of whether it is emailed, mailed, or hand-delivered.

Application stamp-in date and time: January 22, 2020

Grant period from: 01/01/2019, or stamp-in date, whichever is later, to 05/31/2021

Pre-award costs permitted, if requested, from: 1/1/2019, to stamp-in date

Required Parts of the Grant Application

To apply for this grant, complete this form and the Excel workbook consisting of the grant's budget schedules, linked along with this form on the TEA Grant Opportunities page. **Before you email, mail, or hand-deliver your grant application, ensure that your submission includes both the signed and certified form and the completed budget schedules.**

Amendment Number

Amendment number (For amendments only; enter N/A when completing this form to apply for grant funds):

Applicant Information

Organization	Brownsville ISD	CDN	031-901	Vendor ID	746000418	ESC	1
DUNS	030917579						
Address	1900 E. Price Road	City	Brownsville	ZIP	78521	Phone	956-698-0243
Contact #1	Oscar Garcia	Email	ogarcia@bisd.us	Phone	956-698-0266		
Contact #2	Dr. Greg Garcia	Email	greggarcia@bisd.us	Phone	956-548-8227		

Certification and Incorporation

I understand that this application constitutes an offer and, if accepted by TEA or renegotiated to acceptance, will form a binding agreement. I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the organization named above has authorized me as its representative to obligate this organization in a legally binding contractual agreement. I certify that any ensuing program and activity will be conducted in accordance and compliance with all applicable federal and state laws and regulations.

I further certify my acceptance of the requirements conveyed in the following portions of the grant application, as applicable, and that these documents are incorporated by reference as part of the grant application and Notice of Grant Award (NOGA):

- ☒ Grant application, guidelines, and instructions
- ☒ General Provisions and Assurances and any application-specific provisions and assurances
- ☒ Debarment and Suspension Certification
- ☒ Lobbying Certification

Authorized Official Name: Dr. René Gutiérrez | Title: Superintendent

Email: rene.gutierrez@bisd.us

Signature: René Gutierrez | Phone: 956-548-8011 | Date: 1-22-20

SAS # 467-20 | 2019-2021 School Safety and Security Grant

2020-032021

Application Part 1:

CDN 031-901 Vendor ID 746000418 Amendment #

2: Statutory/Program Assurances

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

Check each of the following boxes to indicate your compliance.

☒ **The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.**

☒ **The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.**

☒ **Applicant provides assurance to adhere to all Performance Measures, as noted in the 2019-2021 School Safety and Security Grant Program Guidelines, and shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the program.**

☒ **Applicant provides assurance that no administrative costs will be charged to this grant.**

☒ **Applicant provides assurance that all funds will be used for statutorily allowed purposes.**

1. **Exterior doors with push bars**
2. **Metal detectors at school entrances**
3. **Erected vehicle barriers**
4. **Security systems that monitor and record school entrances, exits, and hallways**
5. **Campus-wide active shooter alarm systems that are separate from fire alarms**
6. **Two-way radio systems**
7. **Perimeter security fencing**
8. **Bullet-resistant glass or film for school entrances**
9. **Door-locking systems**

Application Part 1:

CDN 031-901 Vendor ID 746000418

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Adjustments and/or annotations made on this page has been confirmed with
Greg Garcia
by telephone/email/fax on 3/16/2020
by Elizabeth Sanchez of TEA.

Amendment #

3: Program Page

Grantees are allowed to expend grant funds on the following activities. Check the boxes to indicate the activities upon which you intend to expend grant funds, and enter the estimated expenditure for each activity and the number of campuses to receive the activity. Total estimated expenditures should total grant award allocation.

Activity	Estimated Expenditure	Number of Campuses
☐ Exterior doors with push bars		
☐ Metal detectors at school entrances		
☒ Erected vehicle barriers	$40,000	54
☒ Security systems that monitor and record school entrances, exits, and hallways	$99,000	54
☐ Campus-wide active shooter alarm systems that are separate from fire alarms		
☒ Two-way radio systems	$270,000	54
☒ Perimeter security fencing	$309,468	4
☐ Bullet-resistant glass or film for school entrances		
☐ Door-locking systems		
TOTAL ESTIMATED EXPENDITURES	$718,468	

3A: Explain the needs assessment process that was conducted to identify the needs of campuses to ensure school campuses are safe and secure. For example, types of data collected, groups surveyed, review committee, process to prioritize needs. Response is limited to space provided. Any additional information will not be reviewed.

The Brownsville ISD (BISD) utilize a multi-prong approach to arrive at a comprehensive needs assessment to identify and prioritize the needs of all our 54 campuses and 4 specialized education centers where course offerings are extended (Cummings CTE, Aquatics, CAB, etc.). The BISD Police Dept. collected data from campus security camera inventory and condition of cameras from each officer stationed at the respective schools, as well at the Lead IT person who monitors video quality and coverage areas of every camera at all the campuses. BISD utilized 2 years of data collection on perimeter fence security, and officer assessment of unsafe and insecure areas that post danger to students, staff, parents and community that attend our many of academic and extra-curricular activities from our 54 campuses and specialized education centers.

BISD Police Dept. and BISD Review Committee used the following to prioritize requested items: a) real-time communication of danger; b) monitoring and documentation of schools entrances, exits and areas surrounding the many portable buildings used for instruction in BISD; and c) prevention of forceful/accidental entry to areas frequented by students/staff/parents. An analysis of two-way radios by all the BISD police, security officers and IT indicate that all the security officers (89 with 11 more to be hired summer 2020) are in dire need of new two-way radios to communicate/synch with dispatch and the new radios purchased last year for all the 59 commissioned police officers as a main priority. Another high priority indicated by the campus security inventory analysis is that 84 cameras need updating immediately and 100 cameras need to be installed in no-coverage zones at entrances, hallways and exits of the 58 locations. Campus administration and officers stationed at home campuses presented their concerns and logistics analysis of all campuses and special education centers (Aquatics, CAB, etc.). Agreement on new radios for security officers and the need for updating cameras at entrances/exits for recording purposes matched central office needs assessments. In addition, campus administration and police officers stressed the need for erected vehicle barriers to prevent forceful and accidental penetration of areas where students/parents/staff concentrate and/or walk from point A to point B. Many of our campuses are several feet from major highways and heavily traveled city roadways.

The process to prioritize needs was based on immediate student safety (much needed two-way radios); second, documentation of events and isolated areas (cameras for entrance/halls/exits), and installation of perimeter fencing of 4 campuses.

Application Part 1:

CDN 031-901 Vendor ID 746000418

For TEA Use Only
Adjustments and/or annotations made on this page has been confirmed with
Greg Garcia
by telephone/email/fax on 3/16/2020
by Elizabeth Sanchez of TEA.

Amendment #

3B: Explain how the LEA has planned for and will implement the funding from the School Safety and Security Grant. For example, how does the uses of funds align with the Multi-Hazard Emergency Operations Plan [TEC §37.108(a)], a timeline for implementation (including pre-award costs), procurement process to follow, parent/community involvement in decision-making process. Response is limited to space provided. Any additional information will not be reviewed.

Brownsville ISD's plan has several components to maximize the School Safety and Security funding to increase safety measures to create safe environments for all our students/staff/community district-wide. The BISD Emergency Operations Plan (EOP) follows a five-step process to ensure the safety of students in the campus building classrooms, instructional portable buildings and the playgrounds/ athletic fields surrounding our schools. Many of our schools are next to busy roadways and ten are very close proximity to the border. Texas Education Code requires us to have an Emergency Operations Plan (EOP) to the address prevention, mitigation, preparedness, response, and recovery. As stated in our plan, BISD conducts a safety and security audits to ensure the safety of our students, parents and staff at 54 campuses and other education centers, such as our Aquatic center, Cummings Career & Technical Education Certification center used by all our 7 comprehensible high schools. BISD partakes in being diligent and inspecting our school buildings and surroundings for safety hazards and areas of improvement (perimeter fencing, lighting, visitor access control, close-caption cameras, etc.). The use of the critical funds are aligned to the State and the district's Emergency Management plan and will upgrade necessities to maintain a strong Multi-Hazard Emergency Operations Plan. The district works closely with multiple local law enforcement agencies in preparedness and to be on the same page as Cameron County and the State of Texas. BISD often receives federal assistance and support from Homeland Security, Border Patrol, DEA and FBI. In addition, the BISD Police and Security Department created and maintains an active Scholastic Crime Stoppers program on-line or by calling 408-0049 in both English and Spanish.

The use of the critical funds align to and will upgrade necessities to maintain a strong Multi-Hazard Emergency Operations Plan. The district works closely with multiple local law enforcement agencies in preparedness and to be on the same page as Cameron County and the State of Texas. BISD has eight elementary schools and two high schools that are literally several hundred feet from the border, with illegal activity and persons running through the campus grounds and buildings. It has become a priority to have full time security officers and one or more police officers at our 54 schools and specialized education centers. In addition, it is essential to move in the direction of facial recognition technology to detect potential threats and bring additional police assistance to a campus in a timely manner. Of utmost importance in our time line is the purchase of the two-way radios to replace out-dated systems for all our non-armed security officers at all 54 campuses. Effective emergency communication is a strong component of our Emergency Operations Plan.

BISD involves parents and students in conversations with security leaders is through workshops, superintendent meetings with parents and students, Parent Safe School Police Academy and the Parent/Community Emergency Response Team Training. The purpose of the Parent Safe School Police Academy is to enhance and develop parental awareness and understanding of the police officer's role in our schools and community. Another BISD Police Dept. opportunity for parent involvement is having parents participate in the Parent/ Community Emergency Response Team Training. The program educates people about disaster preparedness for hazards that may impact their area and schools, and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations that may be needed in all district and community emergencies. Our administration also has an open policy at schools and at central administration offices to take complaints and suggestions from our students and parents.

The BISD Police and Security Dept. will work directly with our all our schools, special educational facilities (Career and Technical Education, CAB, etc.), Finance Department, CFO and Superintendent to follow an efficient procurement processes that expedites the timeline of all the grant's components. BISD will follow the procurement process as outlined in our district's website under the Purchasing Department's webpage - in particular these important links: a) purchasing guide (approved vendors, etc.); b) procurement method to follow (quotes, etc.); and c) purchasing levels and requirements 2019. Three central office departments are involved in the complete process of procuring and purchasing the items needed to fulfill the mission of this grant - purchasing department buyers, finance office personnel, the CFO and final approval by the superintendent assures a checks and balances process to acquiring the need items to make our schools and educational centers safer. Timeline: a) BISD's pre-award costs of $270,000 will be used in Spring 2020 to acquire 100 two-way radios to ensure all school security guards and police officers stay connected at all times; b) Install in-house by our technicians $99,000 in security video systems that monitor and record school entrances, exits, hallways, and areas around outside portable classrooms; c) in the fall of 2020 - $40,000 of traffic control barriers (215) to supplement the existing vehicle barriers at all the schools; and d) use $309,468 of grant funds for perimeter fencing to campuses scheduled in the Fall 2020 - Spring 2021. NOTE: The installation of $99,000 of security video systems will be provided by the district's tech support team at no cost to our BISD Police Dept.

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/2020

Item Title: Membership Fees for 2020-2021 School Year

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

Administration is recommending the renewal of the following Membership Fees for 2020-2021 school year:

$ 9,500.00	Equity Center Membership Fees
$16,000.00	South Texas Association of Schools Membership Fees based on 2019-2020 Average Daily Attendance (ADA).
$11,000.00	TASB Membership Fees
$ 500.00	TASB Legal Assistance Fund. Membership Fee in the Fund is based on District ADA.
$ 1,500.00	Mexican American School Board Members Association
$ 150.00	Region One School Board Association
$37,871.00	Region One Education Center
$ 5,000.00	Brownsville Chamber of Commerce
$12,500.00	Texas Association of School Boards Administrators/Texas Urban Council of Superintendents

FISCAL IMPLICATIONS:

$94,021.00 Local Maintenance Budgeted Funds

RECOMMENDATION:

Recommend approval to renew annual 2020-2021 for several Membership Fees in the approximate amount of $94,021.00.

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Prepared by: Superintendent

Recommended by: Asst. Supt./CFO

Approved by: Deputy Superintendent

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Equity Center

Students Matter. Taxpayers Matter. Equity Matters.

July 31, 2020

Dr. René Gutiérrez
Brownsville ISD
1900 E. Price Road, Ste. 210
Brownsville, TX 78521-2417

Fellow public education advocates:

It is certainly no secret the upcoming school year is going to be challenging. Aside from the logistical issues of starting school in the current environment, the Texas legislature is scheduled to begin the 87th Legislative Session in January with what is already projected to be a multi-billion dollar revenue deficit. Decisions are going to be made by elected officials that will affect us all.

The Equity Center is here to help you navigate these challenges both at the local level and with the legislature to secure and maximize your funding.

As an Equity Center member you have full access to our sophisticated budgeting tool, our Formula Funding Wizard. This great tool can help our members budget and plan by looking at various property valuation, enrollment, and tax rate scenarios. The report format is similar to the TEA state funding report and gives you a ready method to compare the two; however, our Wizard allows you to enter your up-to-date data into the formula to give you a better look at real formula numbers, not just the presupposed numbers in the TEA database. There is no extra cost to member districts for this service as it is a part of your membership in the Equity Center.

We are asking you to join the two-thirds of districts across the state as part of the Equity Center so we can work together to protect the progress made by HB3, while maintaining our commitment to increase the efficiency, equity and adequacy of our funding formulas for all districts, whether you are fast growth, small or midsized, urban or rural.

Your invoice is attached. If you have any questions or if we can be of assistance in any way, please do not hesitate to contact us.

We thank each and every one of you for choosing to be a part of the public education community. Your membership application for the 2020-21 school year is included. We ask that you email josh@equitycenter.org or fax (512.478.6433) your membership pledge and join us today.

Sincerely,

Ray Freeman, Ed.D.
Executive Director

Josh Sanderson
Deputy Executive Director

RECEIVED
AUG 12 2020

400 W. 15th Street, Suite 300 · Austin, Texas 78701
(512) 478-7313 · Fax: (512) 478-6433 · email: info@equitycenter.org · www.equitycenter.org

Equity Center
Students Matter. Taxpayers Matter. Equity Matters.

2020-21 MEMBERSHIP APPLICATION

The Brownsville Independent School District wishes to be a member of the Equity Center for 2020-21, at the membership fee listed below:

2020-21 Membership Fee . . . . $ 9500

Membership fees are 77¢ per 2020-21 WADA. If the membership fee we have calculated is higher than your membership fee would be using your WADA estimate for 2020-21, please feel free to submit the WADA estimate you used and lower your district's membership fee to the correct amount. Under IRS guidelines we are required to inform you that membership dues are not deductible for federal income tax.

We are joining!

_____ Our check is enclosed.

_____ Please count us as members now and bill accounts payable.

_____ Now
_____ August 1
_____ September 1
_____ October 1
_____ November 1

_____	_____	_____
AUTHORIZED SIGNATURE	POSITION	DATE

Please fax this form to (512) 478-6433 or email to cali@equitycenter.org.

The Equity Center diligently pursues equity and adequacy in funding for Texas public schools. Our efforts have resulted in billions of dollars in additional state revenue for our member school districts.

Your membership is essential to our effectiveness in representing your interests.

031901-1-2021

PLEASE SEND PAYMENT HERE:
400 W. 15th St., Suite 300, Austin, Texas 78701

400 West 15th Street, Suite 300 • Austin, Texas 78701
Office (512) 478-7313 • Fax (512) 478-6433 • info@equitycenter.org • www.equitycenter.org

SOUTH TEXAS ASSOCIATION OF SCHOOLS

2020-2021 MEMBERSHIP INVOICE

Dues based on 2019-2020 average daily attendance (ADA):

ADA BELOW 1000	$400.00
ADA FROM 1001 TO 1999	$800.00
ADA OF 2000 AND ABOVE	$00.40 PER ADA

NAME OF SCHOOL DISTRICT _____

2019-2020 ADA _____

AMOUNT OWED _____

Please make check payable to the: SOUTH TEXAS ASSOCIATION OF SCHOOLS. Mail invoice form and check to:

SOUTH TEXAS ASSOCIATION OF SCHOOLS
c/o of Jesus H. Chavez
1007 Collingwood Cove
Round Rock, Texas 78665

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
South Texas Association of Schools

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Non-profit Organization - Education

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1007 Collingwood Cove

Requester's name and address (optional)

6 City, state, and ZIP code
Round Rock, Texas 78665

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	8	–	4	0	9	4	2	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Jesus H Chavez | **Date ▶** July 29, 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

P.O. Box 400 • Austin, Texas 78767-0400
12007 Research Blvd • Austin, Texas 78759-2439
512 467 0222 • 800.580.8272 • tasb.org

Serving Texas Schools Since 1949

Date:
Cost Center 499
P.O. Number
Customer 1031901
Invoice 553707

INVOICE

TASB ANNUAL MEMBERSHIP

BROWNSVILLE ISD
1900 PRICE RD
BROWNSVILLE TX 78521-2417

Notes: Terms Annual
Due Date

Qty	Units	Description	Unit Price	Total
1.00	EA	2019 TASB MEMBERSHIP FEE School Districts	11,000.00	11,000.00

The 2019 TASB MEMBERSHIP FEE for school districts is based on the audited 2016-17 operating budget (All Funds), less debt service and capital outlay, and community service (provided by TEA) multiplied by a factor of 0.0002 ($800 minimum, $11,000 maximum). If your district serves as a fiscal agent for a shared services arrangement, subtract the 2016-17 shared services arrangement's budget and recalculate the fee on the invoice below. The budget figure used to calculate your district's fee is $475,872,547.00

Subtotal	$11,000.00
Tax	
Balance Due	$11,000.00

Please detach this stub and return it with your payment.

REMITTANCE		**TASB, Inc.** **PO Box 975112** **Dallas, TX 75397-5112**		Customer Invoice Balance Due		1031901 553707 $11,000.00	
Payment Amount			Check Enclosed	YES	NO		
To pay by credit card (VISA/MC/AMEX), please complete all of the following information:							
Card Number			Exp Date			CVV#	
Cardholder Name		Billing Street					
Billing Zip		Phone #					
Signature				Date			
Email Address for credit card receipt							
Credit card payments can be received at our secure fax number (512) 467-3515.							

P.O. Box 400 • Austin, Texas 78767-0400
12007 Research Blvd • Austin, Texas 78759-2439
512.467.0222 • 800.580.8272 • www.tasb.org

Serving Texas Schools Since 1949

Page:
Date:
Cost Center 45
P.O. Number
Customer 1031901
Invoice 552870

INVOICE

BROWNSVILLE ISD
1900 PRICE RD
BROWNSVILLE TX 78521-2417

Notes:

Terms Annual
Due Date

Qty	Units	Description	Unit Price	Total
1.00	EA	Legal Assistance Fund 2019 Participation ADA >5000	500.00	500.00

The Legal Assistance Fund was established in 1980 and is administered by a board of trustees made up of officers of the Texas Association of School Boards, Texas Association of School Administrators, and the Texas Council of School Attorneys. The purpose of the Fund is to assist school districts in litigating issues that have a statewide impact on public schools. Membership fee in the Fund is based on district ADA.

Subtotal	$500.00
Tax	
Balance Due	$500.00

Please detach this stub and return it with your payment.

REMITTANCE	**TASB, Inc.** **PO Box 975112** **Dallas, TX 75397-5112**	Customer Invoice Balance Due	1031901 552870 $500.00

Payment Amount		Check Enclosed	YES	NO	
To pay by credit card (VISA/MC/AMEX), please complete all of the following information:					
Card Number		Exp Date		CVV#	
Cardholder Name		Billing Street			
Billing Zip		Phone #			
Signature		Date			
Email Address for credit card receipt					

Credit card payments can be received at our secure fax number (512) 467-3515.

Mexican American School Boards Association **MEMBERSHIP QUOTE**

P.O. Box 474
Austin, Texas 78767
Phone (512) 826-0280

Billing Address:

Brownsville Independent School District
1900 Price Road
Brownsville, TX 78521
(956) 698-0003

Comments or special instructions: (None)

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	MASBA annual membership	$1,500.00	$1,500.00
		TOTAL DUE	$1,500.00

Checks can be made payable to **MASBA.**

If you have any questions concerning this quote, please contact:

Dr. Jayme Mathias, Executive Director
P.O. Box 474
Austin, Texas 78767
(512) 826-0280
jayme@masbatx.org

The Mexican American School Boards Association is focused on empowering trustees to close the achievement gap for *all* students—especially for the Hispanic students & English Language Learners of our Texas public schools!

THANK YOU FOR YOUR SUPPORT OF MASBA!

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mexican American School Board Members Association

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 474

Requester's name and address (optional)

6 City, state, and ZIP code
Austin, Texas 78767

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

7	4	-	1	7	8	1	0	6	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 1/31/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

As the new Executive Director of MASBA, the Mexican American School Boards Association, I want to **thank you** for your past support of and membership in MASBA!

I'm aware that some 99% of your students are Latino and 33% of your students are English Language Learners: ***MASBA was created nearly 50 years ago for districts like yours!*** The Mexican American School Boards Association (MASBA) possesses a unique mission in Texas: of closing gaps for *all* students—especially for the Latino students who now comprise the majority in our Texas public schools and for the English Language Learners who are expected to be 25% of our Texas public schools by 2025!

MASBA actively advocates for our Latino students and English Language Learners and their families. Most recently, we've been supporting the children & families separated at the U.S./Mexico border, testifying before the House Public Ed Committee, the Senate Ed Committee, and the Senate Higher Ed Committee, and pressing for the Mexican American Studies curriculum that was approved just last week!

MASBA also provides the best value in continuing education credits for superintendents and trustees—and now we're told that our 2018 annual conference was absolutely over the top! One of our conference attendees shared: "I learned more in one day here, than in the eight years I've been a trustee!" Our annual MASBA conference grew from 127 attendees in 2017, to 351 attendees in 2018, and now we're preparing "*Superhéroes:* MASBA Superheroes for Kids!" which is expected to draw 600 superintendents & trustees to the Renaissance Austin on March 1-3, 2019!

And I write today with some great news!

* For the 17th year in a row, **our membership dues have not increased,** so *this is the ideal time to join MASBA* before our 2019 MASBA Member Assembly discusses the possibility of increased membership dues in outyears.

* This year, in addition to free admission to our receptions and our annual conference, *the superintendents and trustees of all member districts will also have free admission to our **Advocacy Day** on February 26 (with a reception at the Capitol), our **first-ever Equity Symposium** on February 27, and our **Tour of Best Practices in Central Texas** on February 28!*

* For the first time ever, we'll be providing ***badges to the annual NSBA conference*** *for the discounted rate of $300 per person*—a savings of more than $600 per person! (More details will follow in our eblasts during the coming months.)

* And for the first time this year, ***a graduating senior from every member district will be named a #MASBAscholar*** *and will receive a scholarship check and a green, white & red graduation cord from MASBA!*

I write to attach our W9 and an invoice for your district's MASBA membership during SY18/19. Please note that *our mailing address has changed since last year.*

Of course, if your district isn't ready to renew its membership and enjoy all these benefits, individual superintendents and trustees can also join as individual MASBA members for only $300 per person.

Please do not hesitate to contact me with any questions—and I'll look forward to welcoming you back into our MASBA family for SY18/19!

—Jayme

Dr. Jayme Mathias
Executive Director, Mexican American School Boards Association
P.O. Box 474 / Austin, Texas 78767
(512) 826-0280 cell

Region One School Board Association

1900 W. Schunior
Edinburg, TX 78541

Phone: 956-984-6032
Fax: 956-984-7649

Brooks County
Brooks County ISD

Cameron County
Brownsville ISD
Harlingen CISD
La Feria ISD
Los Fresnos CISD
Point Isabel ISD
Rio Hondo ISD
San Benito CISD
Santa Maria ISD
Santa Rosa ISD
South Texas ISD

Hidalgo County
Donna ISD
Edcouch-Elsa ISD
Edinburg CISD
Hidalgo ISD
La Joya ISD
La Villa ISD
McAllen ISD
Mercedes ISD
Mission CISD
Monte Alto ISD
Progreso ISD
PSJA ISD
Sharyland ISD
Valley View ISD
Weslaco ISD

Jim Hogg County
Jim Hogg County ISD

Starr County
Rio Grande City CISD
Roma ISD
San Isidro ISD

Webb County
Laredo ISD
United ISD
Webb CISD

Willacy County
Lasara ISD
Lyford CISD
Raymondville ISD
San Perlita ISD

Zapata County

RECEIVED
NOV 12 2019
Superintendent's Office

November 11, 2019

Dr. Rene Gutierrez, Superintendent
Brownsville Independent School District
1900 Price Road,
Brownsville, TX 78521-1900

Dear Dr. Gutierrez:

You will find enclosed, the commitment form for your district's membership in the Region One School Board Association for the 2019 - 2020 school year. In appreciation of all that you do for students, membership fees will continue at the same rates as previous years.

Region One School Board Association
Membership Fees

Districts with 7,000 scholastics or over - $150.00

Districts with 2000 to 6999 scholastics - $125.00

Districts up to 1,999 scholastics - $100.00

The Region One School Board Association pledges to utilize these resources to expand and enhance the quality of services offered to your Board of Trustees. On behalf of the Region One School Board Association, we appreciate your continued support.

Sincerely,

Rolando Velazquez
Lasara ISD
ROSBA President 2019

enclosure

RECEIVED
NOV 13 2019

REGION ONE SCHOOL BOARD ASSOCIATION

COMMITMENT FORM
2019-2020 SCHOOL YEAR

Brownsville ISD
School District Name

P.O.#P350940
Purchase Order #

40,287.24
Total Refined ADA
(for 2019-2020 school year)

$150.00
District Fund Commitment

Fee Schedule:
Districts with 7,000 scholastics or over - $150.00
Districts with 2000 to 6999 scholastics - $125.00
Districts up to 1,999 scholastics - $100.00

Rene Gutierrez
Signature of Superintendent

11-19-19
Date

Dr. Rene Gutierrez
Typed name of Superintendent

*Please submit commitment form and purchase order on or before **December 13, 2019** to:*

Mr. Heriberto Villarreal., Deputy Director
Region One Education Service Center
1900 W. Schunior St.
Edinburg, TX 78541
or
email: dflores@esc1.net

ESC Office Use Only: Account 829-00-5729-00-293-000-000

Invoice#: _____ *CK#:* _____ *Date Rcv'd:* _____

Region One Education Service Center

1900 W. Schunior, Edinburg, TX 78541 • Ph (956) 984-6000 • Fax (956) 984-7655

Cornelio Gonzalez, Ph.D.
Executive Director

RECEIVED
DEC 2 2019
Superintendent's Office

November 20, 2019

Dr. Rene Gutierrez, Superintendent
Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78521-1900

Dear Dr. Gutierrez:

Enclosed you will find the Region One Education Service Center's Local Assessment Fee Commitment Form for the 2019-2020 school year. With the funds generated by the Local Assessment Fee, Region One Education Service Center agrees to provide the following:

Leadership Support

- Technical assistance provided to Superintendents through the Regional Advisory Council of Superintendents (RAC)
- Superintendents' Summer Leadership Academy
- General contracted legal services support for Superintendents (Eichelbaum Wardell Hansen Powell & Muñoz, P.C.)
- Legislative updates for School Board Members and Superintendent Team
- Instructional leadership capacity building, guidance, technical assistance, training, and collaborative support activities through the Region One ESC Instructional Leadership Network
- Region One Finance Advisory Council Meetings
- School Board Team Building Training and Texas Education Code Training

Operations Support

- Public Information/Communications support for districts

Technical Support

- Consulting services to school districts through contracts with Moak, Casey and Associates
- Regional grant applications information and updates
- Staff development database and management system reports
- Services for identified region-wide special projects

On behalf of Region One Education Service Center, please accept our sincerest appreciation for your continued support. It is our pleasure to be of service to you, and we pledge to utilize these resources to enhance the quality of services we provide to our districts in support of educational excellence for all children within the Region.

Respectfully,

Dr. Cornelio Gonzalez

Dr. Cornelio Gonzalez
Executive Director

Enclosure

Region One Education Service Center does not discriminate on the basis of age, race, color, national origin, gender, or disability.

Local Assessment Fee for Special Service Projects
Commitment Form
2019-2020 School Year

Brownsville Independent School District	
School District Name	**Purchase Order #**

1. Total Refined ADA: (For 2018-2019 school year)	40,287.240
2. Rate per ADA:	$.94
3. District's Fund Commitment:	$37,870.01

Rene Gutierrez	1-10-2020
Signature of Superintendent	**Date**

Dr. Rene Gutierrez
Typed Name of Superintendent

Please return the Commitment Form and Purchase Order by **December 19, 2019** to:

Dr. Cornelio Gonzalez, Executive Director
Region One Education Service Center
1900 West Schunior
Edinburg, Texas 78541

For Office Use Only
Account # 161-00-5729-10-164-0

BROWNSVILLE
CHAMBER OF COMMERCE

Brownsville Chamber of Commerce
1600 University Blvd.
Brownsville, TX 78520

Brownsville Independent School District

1900 Price Rd.
Brownsville, TX 78521-2495

Please note, we bill 90 days in advance in order to give our members enough time to plan their year. After every subsequent month, you will receive the invoice through email. Once 120 days have passed, your account is considered delinquent and will be inactivated.

Description	Quantity	Rate	Amount
Membership Dues	1	$5,000.00	$5,000.00
		Subtotal:	$5,000.00
		Total:	$5,000.00
		Payment/Credit Applied:	$0.00
		Balance:	$5,000.00

Please return this portion with your payment.

Member Name:
Brownsville Independent School District

Invoice #: 24561

1900 Price Rd.
Brownsville, TX 78521-2495

Payment Amount: $_____

Payment Method: ☐ Check #_____ ☐ Credit Card
Make all checks payable to **Brownsville Chamber of Commerce** or enter credit card information below.

Enter Credit Card Billing Address (inc. zip code)

Address _____
City/State/Zip _____
Credit Card #: _____ Exp. Date: _____ CVV Code (3 digits on back of card) _____
Name on Card: _____ Signature: _____

Texas Urban Council of Superintendents

The Texas Urban Council of Superintendents is the pre-eminent voice for traditional urban public schools. The Council meets regularly, focusing on governmental relations, governance, school turnaround, leadership development, human capital management, college access for urban youth, second language learning and many other shared interests. Member districts are unique because their students not only face issues related to generational poverty but, as mostly namesake districts, they also deal with significant media scrutiny.

In 1970-71, the superintendents and board presidents of the Dallas ISD and Fort Worth ISD first met to create the Texas Urban Council of Superintendents. In 1971, the inaugural meeting was held in Fort Worth. The charter members were Houston, Dallas, Fort Worth, San Antonio, Austin, El Paso, and Corpus Christi. At the time, they were affectionately known as the Big 7. By the 1990's, Ysleta had joined the group, and Aldine joined during the 2000s.

All superintendents have been members of the Texas Association of School Administrators, and virtually all of the Texas Urban Council of Superintendents member districts have also joined the Texas School Alliance, formed for larger school districts across the state. However, the formation of the Texas Urban Council of Superintendents meets the unique needs of its members in maintaining an urban perspective. At times, The Council has been dormant, though it has always maintained its identity.

MEMBER DISTRICTS
Aldine ISD

Austin ISD
Corpus Christi ISD
Dallas ISD
El Paso ISD
Fort Worth ISD
Houston ISD
San Antonio ISD
Ysleta ISD

Texas Urban Council Leadership

TEXAS URBAN COUNCIL CHAIR	
Dr. Xavier De La Torre	Ysleta ISD
TEXAS URBAN COUNCIL CHAIR ELECT	
Dr. Kent Scribner	Fort Worth ISD
TEXAS URBAN COUNCIL LEGISLATIVE COMMITTEE	
Dr. Michael Hinojosa	Dallas ISD
Dr. Latonya Goffney	Aldine ISD
TEXAS URBAN COUNCIL CHAIR NOMINATING COMMITTEE	

Dr. Roland Hernandez	Corpus Christi ISD

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Patricia Perez

From: Maria O. Mendez
Sent: Friday, September 13, 2019 1:59 PM
To: Minerva Almanza
Cc: Patricia Perez
Subject: FW: Texas Urban Council Overview

From: Dr. Lizzy Asbury [mailto:lizzy@transcend4.com]
Sent: Friday, September 13, 2019 1:45 PM
To: Maria O. Mendez <momendez@bisd.us>
Cc: Kim LeBaron <kim@transcend4.com>
Subject: Texas Urban Council Overview

Below is the information we discussed regarding Brownsville ISD joining the Texas Urban Council of Superintendents. Please reach out with any further questions.

2019-2020 dues: $12,500
(Based on your district ADA)

This link will give you more information about the Council:https://www.edtx.org/our-impact-areas/college-career-readiness/texas-urban-council-of-superintendents

If BISD is interested in moving forward I can help you with the invoice for dues and will get you the19-20 meeting dates and logistics information.

Thank you,
Lizzy Asbury

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.

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

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

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/20

Item Title: Annual Review of the Investment Policy and Strategies

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
In accordance with the Public Funds Investment Act, Texas Government Code, Section 2256.005(e), the investment policy and the investment strategies shall be reviewed not less than annually. The Board of Trustees shall adopt a written instrument stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

There are no changes to CDA Legal or CDA Local at this time.

FISCAL IMPLICATIONS:
None

RECOMMENDATION:
Recommend approval of the Annual Review Statement of Investment Policy and Strategies in accordance with the Public Funds Investment Act, Texas Government Code, Section 2256.005(e).

Mary D. Garza
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
8/27/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

ANNUAL REVIEW STATEMENT
INVESTMENT POLICY AND STRATEGIES

The Brownsville Independent School District Board of Trustees has performed the annual review of the District's investment policy and strategies in accordance with the Public Funds Investment Act - Texas Government Code, Section 2256.005 and CDA Legal.

Compliance with Board Policy/Strategies CDA (Local):
The District has complied with State and Board policies as stated in CDA Local. Compliance was in all areas.

Assets of the District will be invested in instruments whose maturities do not exceed three years from the time of purchase, subject to the following exceptions:

1. A shorter maturity is required by law. [See CDA (Legal)]
2. A longer maturity may be specifically authorized by the Board for a given investment provided legal limits are not exceeded.
3. Any internally created pool fund group of the District has a maximum dollar weighted maturity of 180 days.

The District has complied with the investment policy and strategies to meet safety, liquidity, and maturity in accordance with cash flow requirements. The Designated officers and/or authorized signatures.

Name and Title	Signature
David Robledo Chief Financial Officer	
Mary Garza, Administrator of Finance	
Teresa E. Ramirez, Finance Coordinator	
Conrado Vega, Finance Coordinator	
Catherine Garcia, Accountant	

Changes to Board Policies/Strategies:
None

Passed and Approved this 1st day of September, 2020

Minerva M. Peña
President, Board of Trustees

Dr. Prisci Roca Tipton
Secretary, Board of Trustees

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/20

Item Title: Donation to The Ozanam Center (Two Portable Buildings)

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

The Ozanam Center has requested the use of two portable buildings that are not being utilized by the District. The Ozanam Center is A 501(c) (3) non-profit organization that provides temporary shelter on a non-discriminatory basis to homeless individuals and families. Services being provided by the Ozanam Center consist of temporary shelter, transitional housing, case management, three hot meals daily, clothing, showers, personal hygiene kits, rental assistance, and food pantry services. BISD also provides a tutor to assist homeless children with their homework and Adult Education classes. All services are free. The shelter also opens its doors to families in this community who need safe lodging during hurricane season and cold weather.

FISCAL IMPLICATIONS:

RECOMMENDATION:

Discussion, consideration and possible action regarding the donation of two portable buildings to The Ozanam Center.

Miguel Salinas
Prepared by: Staff Attorney

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

Recommended by:

Dr. Nereida Cantu
Approved by: Deputy Superintendent
8/27/20

When Necessary, Additional Background May Follow This.

BISHOP ENRIQUE SAN PEDRO
Ozanam Center, Inc.
656 N. Minnesota Ave., BROWNSVILLE TX, 78521
TEL. (956) 831-6331: 831-4791 FAX (956) 831-8577

August 20, 2020

Dr. Nellie Cantu
Brownsville Independent School District
1900 Price Rd.
Brownsville, Texas 78520

Dear Ms. Cantu

My name is Victor Maldonado, and I am writing on behalf of the Bishop Enrique San Pedro Ozanam Center Inc. to request a donation for two Portable Buildings. The Ozanam Center is the only Homeless Shelter in the City of Brownsville. The Ozanam Center is a 501 (C)(3) non-profit organization that provides temporary shelter on a non-discriminatory basis to homeless individuals and families. The Ozanam Center is located at 656 N. Minnesota Ave., Brownsville, Texas, and we open 365 days / 24hrs. Services currently being provided by the Ozanam Center consist of temporary shelter, transitional housing, case management, three hot meals daily, clothing, showers, personal hygiene kits, rental assistance, food pantry services. BISD also provides a tutor to assist our homeless children with their homework and Adult Education Classes. All our services are free. Our shelter also opens its doors to families in this community who need safe lodging during hurricane season and cold weather. In 2019, the Ozanam Center provided temporary shelter to 8,400 adults and children and provided approximately 92,000 meals.

As mentioned at the beginning of this letter, we are reaching out to BISD to request a donation of two portable buildings. The Ozanam Center is presently in dire need of two portable buildings for the following reasons. We currently have a 35-year-old mobile home where we store all donations (clothing, housewares, and furniture) donated by individuals in the community.
These donations are then given to individuals and families who need them when they are able to secure a permanent apartment or a house. Our present mobile home is very old and in need of many repairs. Last month, on July 27, 2020, the rains from Hurricane Hanna caused part of our mobile home roof to cave in, and all our donations of clothing got soaking wet and had to be

thrown away due to the strong damp smell. We did patch the roof, but it still leaks and is not in good condition anymore to store donations. We are worried that we will not be able to assist our clients and families since we started the hurricane season, and we expected more rain in the next months.

The second portable building will enable us to provide a place for relaxation and a safe area from the inclement of bad weather for our homeless clients and families. This portable will be used by our homeless individuals and families to relax and plan on their next step to move on to a more permanent home.
Presently we do not have an area where our homeless clients and families can sit to watch TV or work on arts and crafts. During the hot, rainy, or cold days our clients have to be outside in the patio sitting on the benches, sitting under the trees, or lying down on the sidewalks. If the portable is donated, we plan to install an A/C unit and equip the portable building with donated furniture (sofas, tables, and a couple of TVs.) for our clients and families to enjoy. This unit will also protect our clients during bad weather.

Please be advised that if our request is approved, the Ozanam Center will cover the cost of the moving expenses and any permits required to relocate the portable buildings to our shelter.

Only with generous support from agencies such as BISD can we continue with our mission of providing the level of support to the homeless in this community.
Thank you in advance for considering our request for this very worthy cause. For questions or further information, you can contact me at 956-831-6331.

Sincerely,

Victor Maldonado
Executive Director
Bishop Enrique San Pedro Ozanam Center Inc.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:
MAY 01 2000

BISHOP ENRIQUE SAN PEDRO OZANAM
CENTER INC
C/O JOHN F CONTI
656 N MINNESOTA
BROWNSVILLE, TX 78521-7252

Employer Identification Number:
74-2740560
DLN:
17053092743040
Contact Person:
REBECCA S BOWDEN ID# 31183
Contact Telephone Number:
(877) 829-5500

Our Letter Dated:
July 1995
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/2020

Item Title: Reschedule RBM Nov 3, 2020
2020 General Election

X **Action**
Information
Discussion

BACKGROUND:

Administration recommends rescheduling the Regular Board Meeting of Tuesday, November 3, 2020 to Wednesday, November 4, 2020

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Discussion, consideration and possible action to reschedule the Regular Board Meeting of Tuesday, November 3, 2020 to Wednesday, November 4, 2020 due to 2020 General Election.

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

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/2020

Item Title: Payment to Engineering Services
Halff Associates, Inc.
Mini-Gyms – HVAC and Addition Project

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:			Amount:
Halff Associates, Inc.	**Mini-Gyms - HVAC and Addition Project**			Payment #2
	Original Contract Fee Amount:			$376,500.00
	Aiken ES (#133):	9.99%	Complete	$3,760.00
	Champion ES (#136):	9.99%	Complete	$3,760.00
	Del Castillo ES (#120):	9.99%	Complete	$3,760.00
	Egly ES (#123):	9.99%	Complete	$3,760.00
	El Jardin ES (#105):	9.99%	Complete	$3,760.00
	Gonzalez ES (#130):	9.99%	Complete	$3,760.00
	Morningside ES (#129):	9.99%	Complete	$3,760.00
	Palm Grove ES (#122):	9.99%	Complete	$3,760.00
	Perez ES (#122):	9.99%	Complete	$3,760.00
	Vermillion ES (#126):	9.99%	Complete	$3,760.00
	Previously Invoiced:			$16,800.00
	Current Payment Due:			**$20,800.00**
	Balance to Finish:			$338,900.00

FISCAL IMPLICATIONS:

Tax Rate Increase Fund 188: $20,800.00

RECOMMENDATION:

Recommend approval of Payment #2 for $20,800.00 as partial payment to Halff Associates, Inc. for Engineering Services work completed on the Mini-Gyms – HVAC and Addition project to be paid from Tax Rate Increase Fund 188.

F Villarreal
Fernando E Villarreal
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent
8/27/20

Approved for Submission to Board of Education:

René Gutierrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

HALFF

Brownsville Independent School District
1900 E. Price Road
Brownsville TX 78526

Invoice Date: 08/03/2020
Invoice: 10040648
Project: 036427.001
PO No.: P359413

Attention: Fernando Villarreal
Project Name: BISD/10 Campus Mini-Gym Improvements

For Professional Services Rendered through: August 3, 2020
10 Campus Mini-Gym Improvements
PO No.: P359413
Requisition No.: PR429633

Lump Sum	Fee	Pct. Comp	Earned To Date	Previous Amount	Current Amount
000001 - Aiken Elementary (#133)	37,650.00	9.99	3,760.00	1,680.00	2,080.00
000002 - Champion Elementary (#136)	37,650.00	9.99	3,760.00	1,680.00	2,080.00
000003 - Del Castillo Elementary (#120)	37,650.00	9.99	3,760.00	1,680.00	2,080.00
000004 - Egly Elementary (#123)	37,650.00	9.99	3,760.00	1,680.00	2,080.00
000005 - El Jardin Elementary (#105)	37,650.00	9.99	3,760.00	1,680.00	2,080.00
000006 - Gonzalez Elementary (#130)	37,650.00	9.99	3,760.00	1,680.00	2,080.00
000007 - Morningside Elementary (#129)	37,650.00	9.99	3,760.00	1,680.00	2,080.00
000008 - Palm Grove Elementary (#122)	37,650.00	9.99	3,760.00	1,680.00	2,080.00
000009 - Perez Elementary (#122)	37,650.00	9.99	3,760.00	1,680.00	2,080.00
000010 - Vermillion Elementary (#126)	37,650.00	9.99	3,760.00	1,680.00	2,080.00
Total Lump Sum Services:	376,500.00	9.99	37,600.00	16,800.00	20,800.00

Remaining Fee: 338,900.00

Total Earned to Date:	37,600.00
Less Previous Billed:	16,800.00
Amount Due this Invoice:	**20,800.00**

Outstanding Invoices:

Number	Date	Balance
10040181	07/23/2020	16,800.00
Total		**16,800.00**

Remit payment to P.O. Box 678316, Dallas, TX 75267-8316
Reference Project 036427.001 and Invoice 10040648
Contact Karen Highlander at khighlander@halfftritex.com with any billing questions.

Fee Itemization Schedule

Project	BISD Mini-Gym HVAC and Additions for 10 Campuses	PO #	P359413
Date	3-Aug-20	Requisition #	PR429633
Invoice #	2	Vendor #	V019459

Campus	Fee Type	Task	Fee($)	% Complete	Bill to Date ($)	Prev. Billed ($)	Current Due($)
Aikens	Basic	Arch. Draft	$3,300	20%	$660	$330	$330
		MEP Design	$6,300		$0	$0	$0
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	30%	$2,100	$350	$1,750
		Civil CA	$2,500		$0	$0	$0
	Addtnl Services	Const. Staking Allowance	$600		$0	$0	$0
		ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**10.0%**	**$3,760**	**$1,680**	**$2,080**
Champion	Basic	Arch. Draft	$3,300	20%	$660	$330	$330
		MEP Design	$6,300		$0	$0	$0
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	30%	$2,100	$350	$1,750
		Civil CA	$2,500		$0	$0	$0
	Addtnl Services	Const. Staking Allowance	$600		$0	$0	$0
		ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**10.0%**	**$3,760**	**$1,680**	**$2,080**
Del Castillo	Basic	Arch. Draft	$3,300	20%	$660	$330	$330
		MEP Design	$6,300		$0	$0	$0
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	30%	$2,100	$350	$1,750
		Civil CA	$2,500		$0	$0	$0
	Addtnl Services	Const. Staking Allowance	$600		$0	$0	$0
		ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**10.0%**	**$3,760**	**$1,680**	**$2,080**
		Arch. Draft	$3,300	20%	$660	$330	$330
		MEP Design	$6,300		$0	$0	$0

Egly	Basic	MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
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		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**10.0%**	**$3,760**	**$1,680**	**$2,080**
El Jardin	Basic	Arch. Draft	$3,300	20%	$660	$330	$330
		MEP Design	$6,300		$0	$0	$0
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	30%	$2,100	$350	$1,750
		Civil CA	$2,500		$0	$0	$0
	Addtnl Services	Const. Staking Allowance	$600		$0	$0	$0
		ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**10.0%**	**$3,760**	**$1,680**	**$2,080**
Gonzalez	Basic	Arch. Draft	$3,300	20%	$660	$330	$330
		MEP Design	$6,300		$0	$0	$0
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	30%	$2,100	$350	$1,750
		Civil CA	$2,500		$0	$0	$0
	Addtnl Services	Const. Staking Allowance	$600		$0	$0	$0
		ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**10.0%**	**$3,760**	**$1,680**	**$2,080**
Morningside	Basic	Arch. Draft	$3,300	20%	$660	$330	$330
		MEP Design	$6,300		$0	$0	$0
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	30%	$2,100	$350	$1,750
		Civil CA	$2,500		$0	$0	$0
		Const. Staking Allowance	$600		$0	$0	$0

	Addtnl Services	ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**10.0%**	**$3,760**	**$1,680**	**$2,080**
Palm Grove	Basic	Arch. Draft	$3,300	20%	$660	$330	$330
		MEP Design	$6,300		$0	$0	$0
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	30%	$2,100	$350	$1,750
		Civil CA	$2,500		$0	$0	$0
		Const. Staking Allowance	$600		$0	$0	$0
	Addtnl Services	ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**10.0%**	**$3,760**	**$1,680**	**$2,080**
Perez	Basic	Arch. Draft	$3,300	20%	$660	$330	$330
		MEP Design	$6,300		$0	$0	$0
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	30%	$2,100	$350	$1,750
		Civil CA	$2,500		$0	$0	$0
		Const. Staking Allowance	$600		$0	$0	$0
	Addtnl Services	ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**10.0%**	**$3,760**	**$1,680**	**$2,080**
Vermillion	Basic	Arch. Draft	$3,300	20%	$660	$330	$330
		MEP Design	$6,300		$0	$0	$0
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	30%	$2,100	$350	$1,750
		Civil CA	$2,500		$0	$0	$0
		Const. Staking Allowance	$600		$0	$0	$0
	Addtnl Services	ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**10.0%**	**$3,760**	**$1,680**	**$2,080**
Grand Total			**$376,500**	**10.0%**	**$37,600**	**$16,800**	**$20,800**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/2020

Item Title: Payment to Contractor
Gerlach Builders, LLC dba WIL-CON
Hanna ECHS – New Gymnasium Facility

X Action
___ Information
___ Discussion

BACKGROUND:

Firm:	Project:		Amount:
Gerlach Builders, LLC dba WIL-CON	**Hanna ECHS - New Gymnasium Facility**		Payment #11
	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:		$7,335,918.94
	Retainage:		
	5% Retainage of Complete Work:	$356,343.30	
	5% Retainage on Stored Materials:	$10,452.65	
	Total Retainage:	$366,795.95	
	Total Earned Less Retainage:		$6,969,122.99
	Less Previous Certificates of Payment:		$6,256,717.95
	Current Payment Due:		**$712,405.04**
	Balance to Finish Plus Retainage:		$1,439,817.01

FISCAL IMPLICATIONS:

Tax Rate Increase Fund 188: $712,405.04

RECOMMENDATION:

Recommend approval of Payment #11 for $712,405.04 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. Nellie Cantu
Approved by: Deputy Superintendent

8/27/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

GMS ARCHITECTS

August 19, 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 Eleven (11). This covers work completed or stored for the above referenced project thru August 6, 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: **Eleven**
PERIOD TO: **8/6/2020**
PROJECT NOS: **1046**

CONTRACT DATE: October 9, 2019

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 FOR: **NEW BUILDING**

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 (Column G)		$ 7,335,918.94
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E)	$ 356,343.30	
b. 5 % of Stored Material (Column F)	$ 10,452.65	
Total Retainage (Lines 5a + 5b or Total in Column I)		$ 366,795.95
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 6,969,122.99
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 6,256,717.95
8. CURRENT PAYMENT DUE		$ 712,405.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less line 6)		$ 1,439,817.01

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: _____ Date: **8/14/2020**

State of: **TEXAS**
County of: **HIDALGO**
Subscribed and sworn to before me this **14th** day of **August, 2020**
Notary Public: A Stevens
My Commission expires: April 26, 2024

AIRIKA STEVENS
NOTARY PUBLIC
ID# 124905638
State of Texas
Comm. Exp. 04-26-2024

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 $ 712,405.05

(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 to the amount certified.)

ARCHITECT:
By: _____ Date: 8/19/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights c

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: Eleven
APPLICATION DATE: 8/14/2020
PERIOD TO: 8/6/2020
PROJECT NO: 1046

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK **Hanna ECHS New Gymnasium Facility**	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
13	General Conditions-11,892	154,608.00	118,920.00	11,892.00		130,812.00	84.61%	23,796.00	6,540.60
	Insurance 3,489	70,876.00	60,401.00	3,489.00		63,890.00	90.14%	6,986.00	3,194.50
	AGC Fee	8,200.00	8,200.00			8,200.00	100.00%	-	410.00
	Permit	11,300.00	11,300.00			11,300.00	100.00%	-	565.00
611	Submittal Exchange	9,000.00	9,000.00			9,000.00	100.00%	-	450.00
	Bond	69,700.00	69,700.00			69,700.00	100.00%	-	3,485.00
	SITEWORK								
201	**Water** 8" Waterline	11,620.00	11,620.00			11,620.00	100.00%	-	581.00
	Labor	6,640.00	6,640.00			6,640.00	100.00%	-	332.00
	Fire hydrants	9,000.00	9,000.00			9,000.00	100.00%	-	450.00
	Labor	3,600.00	3,600.00			3,600.00	100.00%	-	180.00
	Taps	2,000.00	2,000.00			2,000.00	100.00%	-	100.00
	Labor	800.00	800.00			800.00	100.00%	-	40.00
	4" Domestic	6,000.00	6,000.00			6,000.00	100.00%	-	300.00
	Labor	2,900.00	2,900.00			2,900.00	100.00%	-	145.00
	8" Gate Valve	6,000.00	6,000.00			6,000.00	100.00%	-	300.00
	Labor	3,500.00	3,500.00			3,500.00	100.00%	-	175.00
	8" Plugs	600.00	600.00			600.00	100.00%	-	30.00
	Labor	400.00	400.00			400.00	100.00%	-	20.00
	8" Tee	450.00	450.00			450.00	100.00%	-	22.50
	Labor	200.00	200.00			200.00	100.00%	-	10.00
	Sewer 8" santiary sewerline	18,000.00	18,000.00			18,000.00	100.00%	-	900.00
	Labor	10,000.00	10,000.00			10,000.00	100.00%	-	500.00
	Manholes	12,800.00	12,800.00			12,800.00	100.00%	-	640.00
	Labor	4,800.00	4,800.00			4,800.00	100.00%	-	240.00
	Connections	1,600.00	800.00			800.00	50.00%	800.00	40.00
	Labor	2,000.00	1,000.00			1,000.00	50.00%	1,000.00	50.00
	C/O	1,000.00	1,000.00			1,000.00	100.00%	-	50.00
	Labor	400.00	400.00			400.00	100.00%	-	20.00
	6" sewerline	3,198.00	3,198.00			3,198.00	100.00%	-	159.90
	Labor	2,214.00	2,214.00			2,214.00	100.00%	-	110.70
	Cut and restore pavement	32,900.00	24,675.00			24,675.00	75.00%	8,225.00	1,233.75
	Labor	14,000.00	10,500.00			10,500.00	75.00%	3,500.00	525.00
	Storm 24"	9,810.00	9,810.00			9,810.00	100.00%	-	490.50
	Labor	3,270.00	3,270.00			3,270.00	100.00%	-	163.50
	18" Storm	15,200.00	15,200.00			15,200.00	100.00%	-	760.00
	Labor	9,500.00	9,500.00			9,500.00	100.00%	-	475.00
	10" Storm	960.00	960.00			960.00	100.00%	-	48.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
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APPLICATION NO: Eleven
APPLICATION DATE: 8/14/2020
PERIOD TO: 8/6/2020
PROJECT NO: 1046

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK **Hanna ECHS New Gymnasium Facility**	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
	Labor	960.00	960.00			960.00	100.00%	-	48.00
	8" Strom	3,520.00	3,520.00			3,520.00	100.00%	-	176.00
	Labor	2,464.00	2,464.00			2,464.00	100.00%	-	123.20
	Type A Inlets	3,000.00	3,000.00			3,000.00	100.00%	-	150.00
	Labor	1,600.00	1,600.00			1,600.00	100.00%	-	80.00
	Type C Inlet	10,800.00	10,800.00			10,800.00	100.00%	-	540.00
	Labor	7,200.00	7,200.00			7,200.00	100.00%	-	360.00
	Type CC Inlet	2,000.00	2,000.00			2,000.00	100.00%	-	100.00
	Labor	800.00	800.00			800.00	100.00%	-	40.00
	Down Drains	4,950.00	4,950.00			4,950.00	100.00%	-	247.50
	Labor	4,400.00	1,200.00			1,200.00	27.27%	3,200.00	60.00
	Headwalls	2,700.00	2,700.00			2,700.00	100.00%	-	135.00
	Labor	2,700.00	2,700.00			2,700.00	100.00%	-	135.00
	Retaining Pond	15,000.00	15,000.00			15,000.00	100.00%	-	750.00
	Labor	10,000.00	10,000.00			10,000.00	100.00%	-	500.00
204	Select Fill Materials	57,231.50	57,231.50			57,231.50	100.00%	-	2,861.58
	Select Fill Labor	54,767.70	54,767.70			54,767.70	100.00%	-	2,738.39
	Cut & Removal of Exist Soil	22,400.00	22,400.00			22,400.00	100.00%	-	1,120.00
	Sidewalks	31,840.00	21,980.00			21,980.00	69.03%	9,860.00	1,099.00
	Labor	13,620.00	9,402.00			9,402.00	69.03%	4,218.00	470.10
	RipRap	3,170.50	1,585.25			1,585.25	50.00%	1,585.25	79.26
	Labor	2,297.00	1,148.50			1,148.50	50.00%	1,148.50	57.43
	Curb	1,350.00				-		1,350.00	-
	Labor	863.00				-		863.00	-
	Concrete Paving	68,825.30		40,374.00		40,374.00	58.66%	28,451.30	2,018.70
	Labor	28,262.00		16,579.00		16,579.00	58.66%	11,683.00	828.95
	Concrete Paving-Subgrade Lime	8,600.00	8,600.00			8,600.00	100.00%	-	430.00
	Labor	8,592.00	8,592.00			8,592.00	100.00%	-	429.60
	Paving Subgrade	3,990.00	3,990.00			3,990.00	100.00%	-	199.50
	Labor	2,006.00	2,006.00			2,006.00	100.00%	-	100.30
	Paving Flexbase	5,320.00				-		5,320.00	-
	Labor	2,708.00				-		2,708.00	-
	Paving Hotmix	6,660.00				-		6,660.00	-
	Labor	2,656.00				-		2,656.00	-
204	Alternate 2-Asphalt overlay (145,000.00)	91,380.00				-		91,380.00	-
	Labor	48,624.00				-		48,624.00	-
	Bond	3,625.00	3,625.00			3,625.00	100.00%	-	181.25
	Insurance	1,371.00				-		1,371.00	-
21[illegible]	Chain link fence, Labor	9,453.00				-		9,453.00	-

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: Eleven
APPLICATION DATE: 8/14/2020
PERIOD TO: 8/6/2020
PROJECT NO: 1046

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK **Hanna ECHS New Gymnasium Facility**	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
	Chain link fence, Material	2,869.00				-		2,869.00	-
	Chain link Fence Gate, Labor	3,280.00				-		3,280.00	-
	Chain link Fence Gate, Materials	2,198.00				-		2,198.00	-
215	Striping & Car Stops	5,430.00				-		5,430.00	-
223	Landscape Materials	32,520.00				-		32,520.00	-
	Labor	23,500.00				-		23,500.00	-
	Irrigation Materials	14,817.00				-		14,817.00	-
	Labor	10,450.00				-		10,450.00	-
	Meter	3,200.00				-		3,200.00	-
	Sleeves	1,300.00				-		1,300.00	-
	Irrigation Maintenance	1,000.00				-		1,000.00	-
	CONCRETE								
301	**Piers** Labor	72,000.00	72,000.00			72,000.00	100.00%	-	3,600.00
	Rebar	49,402.00	49,402.00			49,402.00	100.00%	-	2,470.10
	Drilling	182,000.00	182,000.00			182,000.00	100.00%	-	9,100.00
	Accessories	7,400.00	7,400.00			7,400.00	100.00%	-	370.00
	Concrete	90,183.00	90,183.00			90,183.00	100.00%	-	4,509.15
	Pump	55,000.00	55,000.00			55,000.00	100.00%	-	2,750.00
	Foundation Concrete Labor	118,279.00	118,279.00			118,279.00	100.00%	-	5,913.95
	Reinforcing Steel	49,800.00	49,800.00			49,800.00	100.00%	-	2,490.00
	Concrete Accessories	28,500.00	28,500.00			28,500.00	100.00%	-	1,425.00
	Concrete	120,200.00	120,200.00			120,200.00	100.00%	-	6,010.00
	Pumps	15,000.00	15,000.00			15,000.00	100.00%	-	750.00
	Termite Treatment	7,100.00	7,100.00			7,100.00	100.00%	-	355.00
	Mezzanie Concrete Labor	3,221.00	3,221.00			3,221.00	100.00%	-	161.05
	Reinforcing Steel	650.00	650.00			650.00	100.00%	-	32.50
	Concrete Accessories	400.00	400.00			400.00	100.00%	-	20.00
	Concrete	2,950.00	2,950.00			2,950.00	100.00%	-	147.50
	Pumps	1,000.00	1,000.00			1,000.00	100.00%	-	50.00
	MASONRY								
401	CMU Labor	200,800.00	200,800.00			200,800.00	100.00%	-	10,040.00
	CMU Materials	321,200.00	321,200.00			321,200.00	100.00%	-	16,060.00
	Brick Labor	37,800.00	37,800.00			37,800.00	100.00%	-	1,890.00
	Brick Materials	70,200.00	70,200.00			70,200.00	100.00%	-	3,510.00
	Reinforcing Steel Labor	8,141.00	8,141.00			8,141.00	100.00%	-	407.05
	Reinforcing Steel Materials	30,000.00	30,000.00			30,000.00	100.00%	-	1,500.00
90	EFIS Labor	48,000.00	48,000.00			48,000.00	100.00%	-	2,400.00

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PERIOD TO: 8/6/2020
PROJECT NO: 1046

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ITEM NO.	DESCRIPTION OF WORK **Hanna ECHS New Gymnasium Facility**	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
	Materials	72,000.00	72,000.00			72,000.00	100.00%	-	3,600.00
	METALS								
501	Shop Drawings	6,000.00	6,000.00			6,000.00	100.00%	-	300.00
	Structural Steel	45,000.00	45,000.00			45,000.00	100.00%	-	2,250.00
	Fabrication	19,555.00	19,555.00			19,555.00	100.00%	-	977.75
	Erection	25,000.00	25,000.00			25,000.00	100.00%	-	1,250.00
	Steel Joist & Decking, Material	274,876.00	274,876.00			274,876.00	100.00%	-	13,743.80
	Steel Joist & Decking, Labor	90,000.00	90,000.00			90,000.00	100.00%	-	4,500.00
	Decking Installation	75,569.00	75,569.00			75,569.00	100.00%	-	3,778.45
	Aluminum Ladder, Material	3,500.00	3,500.00			3,500.00	100.00%	-	175.00
	Aluminum Ladder, Labor	2,000.00	2,000.00			2,000.00	100.00%	-	100.00
	Wall Canopy Material	3,826.44		3,826.44		3,826.44	100.00%	-	191.32
	Wall Canopy Labor	3,259.56		2,444.67		2,444.67	75.00%	814.89	122.23
	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		5,227.50	100.00%	-	261.38
	Trellis/Shade Labor	7,522.50		7,522.50		7,522.50	100.00%	-	376.13
	WOODS & PLASTICS								
601	Roof Nailers Materials	3,060.00	3,060.00			3,060.00	100.00%	-	153.00
	Roof Nailer Labor	1,880.00	1,880.00			1,880.00	100.00%	-	94.00
	Framing for Concession Stand Area	12,760.00	12,760.00			12,760.00	100.00%	-	638.00
	Labor	4,582.00	4,123.80	458.20		4,582.00	100.00%	-	229.10
	Decorative Trim	6,875.00		1,375.00		1,375.00	20.00%	5,500.00	68.75
	Labor	3,063.00		612.00		612.00	19.98%	2,451.00	30.60
603	Architectural Woodwork material	10,000.00	10,000.00			10,000.00	100.00%	-	500.00
	Architectural Woodwork labor	15,000.00				-		15,000.00	-
910	Wood Floors Materials	181,650.00			181,650.00	181,650.00	100.00%	-	9,082.50
	Labor	55,850.00				-		55,850.00	-
606	Lumber and Nails	5,000.00		1,000.00		1,000.00	20.00%	4,000.00	50.00
612	General Cleaning & Final Cleaning	8,000.00		1,500.00		1,500.00	18.75%	6,500.00	75.00
	MOISTURE PROTECTION								
401	KERDI Sheet Waterproofing, Labor	20,198.80	20,198.80			20,198.80	100.00%	-	1,009.94
401	KERDI Sheet Waterproofing, Material	30,298.20	30,298.20			30,298.20	100.00%	-	1,514.91
902	Blanket Type Wall Insulation, Labor	3,198.00	1,599.00	959.40		2,558.40	80.00%	639.60	127.92
902	Blanket Type Wall Insulation, Material	484.00	96.80	193.60		290.40	60.00%	193.60	14.52
401	Masonry-Rigid Board Insulation, Labor	9,800.00	9,800.00			9,800.00	100.00%	-	490.00

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	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	53,200.00	2,800.00		56,000.00	100.00%	-	2,800.00
701	SBS Roof Cap Sheet, Material	200,000.00	200,000.00			200,000.00	100.00%	-	10,000.00
701	SBS Roof Base Flashing, Labor	11,000.00	10,000.00	1,000.00		11,000.00	100.00%	-	550.00
701	SBS Roof Base Flashing, Material	20,000.00	19,000.00	1,000.00		20,000.00	100.00%	-	1,000.00
401	Sheet Metal Labor	42,000.00	39,000.00	3,000.00		42,000.00	100.00%	-	2,100.00
401	Sheet Metal Materials	33,000.00	31,300.00	1,700.00		33,000.00	100.00%	-	1,650.00
701	Masonry-Sheet Metal Flashing & Trim, Labor	9,300.00	9,300.00			9,300.00	100.00%	-	465.00
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	15,710.00			15,710.00	100.00%	-	785.50
	Wood Doors, Labor	2,020.00				-		2,020.00	-
	Wood Doors, Material	11,660.00				-		11,660.00	-
	Door Hardware, Labor	3,030.00	1,515.00			1,515.00	50.00%	1,515.00	75.75
	Door Hardware, Material	49,000.00	28,721.00	572.00		29,293.00	59.78%	19,707.00	1,464.65
811	Exterior Storefront Doors, Labor	13,280.00	12,616.00	664.00		13,280.00	100.00%	-	664.00
	Exterior Storefront Door, Material	18,720.00	17,784.00	936.00		18,720.00	100.00%	-	936.00
	Exterior Storefront Windows, Labor	20,030.00	20,030.00			20,030.00	100.00%	-	1,001.50
	Exterior Storefront Windows, Material	31,010.00	31,009.50	0.50		31,010.00	100.00%	-	1,550.50
	Interior Glass, Labor	2,000.00		2,000.00		2,000.00	100.00%	-	100.00
	Interior Glass, Material	3,500.00	3,150.00	350.00		3,500.00	100.00%	-	175.00
	Exterior Glass, Labor	10,084.00	9,579.20	504.80		10,084.00	100.00%	-	504.20
	Exterior Glass, Material	15,216.00	14,454.80	761.20		15,216.00	100.00%	-	760.80
	Door Hardware, Labor	3,500.00	3,325.00	175.00		3,500.00	100.00%	-	175.00
	Door Hardware, Material	2,000.00	1,900.00	100.00		2,000.00	100.00%	-	100.00
815	Rolling Counter Door	6,304.00			5,590.00	5,590.00	88.67%	714.00	279.50
	FINISHES								
902	Metal Studs Exterior Material	36,350.00	36,350.00			36,350.00	100.00%	-	1,817.50
	Labor	5,337.00	5,337.00			5,337.00	100.00%	-	266.85
	Drywall Materials	7,205.00	4,323.00	2,882.00		7,205.00	100.00%	-	360.25
	Labor	4,231.00	2,115.50	1,692.40		3,807.90	90.00%	423.10	190.40
152	Gyp Board Ceiling Materials	8,380.00	5,028.00	3,352.00		8,380.00	100.00%	-	419.00

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	Labor	2,962.00	1,777.20			1,777.20	60.00%	1,184.80	88.86
	Acoustical Ceiling Materials	24,532.00		24,532.00		24,532.00	100.00%	-	1,226.60
	Labor	2,617.00		2,093.60		2,093.60	80.00%	523.40	104.68
	Tectum Ceilings & Wall Panels Materials	73,828.00	73,828.00			73,828.00	100.00%	-	3,691.40
	Labor	40,250.00	32,200.00	8,050.00		40,250.00	100.00%	-	2,012.50
	Special Ceilings Materials	41,720.00	20,860.00	16,688.00		37,548.00	90.00%	4,172.00	1,877.40
	Labor	10,136.00		9,122.40		9,122.40	90.00%	1,013.60	456.12
908	Paint Labor	53,600.00	32,160.00	10,720.00		42,880.00	80.00%	10,720.00	2,144.00
	Paint Materials	80,400.00	48,240.00	16,080.00		64,320.00	80.00%	16,080.00	3,216.00
911	Ceramic Tile Materials	46,742.00	46,742.00			46,742.00	100.00%	-	2,337.10
	Ceramic Tile Labor	18,000.00	15,000.00	3,000.00		18,000.00	100.00%	-	900.00
	Resilient Tile Materials	3,250.00			3,250.00	3,250.00	100.00%	-	162.50
	Resilient Tile Labor	1,875.00				-		1,875.00	-
	Resilient base Materials	1,853.00			1,853.00	1,853.00	100.00%	-	92.65
	Resilient base labor	900.00				-		900.00	-
	Resilient Treads Mateirals	15,710.00			15,710.00	15,710.00	100.00%	-	785.50
	Resilient Treads Labor	1,520.00				-		1,520.00	-
917	Terrazzo	85,000.00		85,000.00		85,000.00	100.00%	-	4,250.00
	SPECIALTIES								
1001	Fire Extinguishers	3,480.00	3,480.00			3,480.00	100.00%	-	174.00
902	Toilet Accessories Labor	1,000.00				-		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		600.00		600.00	20.00%	2,400.00	30.00
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			1,646.00	100.00%	-	82.30
1010	Building LED Logo Material	9,200.00				-		9,200.00	-
902	Building LED Logo Labor	4,510.00				-		4,510.00	-
1014	Interior Sign	2,053.00	2,053.00			2,053.00	100.00%	-	102.65
1014	Plaque	1,936.00				-		1,936.00	-
902	Metal Letters Labor	350.00				-		350.00	-
1014	Metal Letters Materials	8,687.00				-		8,687.00	-
1021	Scoreboard Labor	7,428.00				-		7,428.00	-
	Scoreboard Materials	18,187.00				-		18,187.00	-
	Alternate 1-Court Hung Scoreboard (13,940.00)-Labor	9,804.00				-		9,804.00	-
	Scoreboard Materials	4,136.00				-		4,136.00	-
	Tapping Table	2,615.00				-		2,615.00	-
1025	Backstops, Labor	16,994.00				-		16,994.00	-
33	Backstops, Material	61,534.00	61,534.00			61,534.00	100.00%	-	3,076.70

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	Gymnasium Wall Padding, Labor	12,299.00				-		12,299.00	-
	Gymnasium Wall Padding, Material	20,536.00	20,536.00			20,536.00	100.00%	-	1,026.80
	Volleyball Equipment, Material	5,587.00				-		5,587.00	-
1027	Bleachers, Labor	36,000.00				-		36,000.00	-
	Bleachers, Material	295,866.00	190,540.00			190,540.00	64.40%	105,326.00	9,527.00
	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	100.00%	-	225.00
1034	Flag Pole	3,896.00				-		3,896.00	-
1403	Bike Rack	1,000.00			1,000.00	1,000.00	100.00%	-	50.00
	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		300.00	100.00%	-	15.00
	Projection Screens Materials	5,925.00	5,925.00			5,925.00	100.00%	-	296.25
	MECHANICAL								
1501	Plumbing Mobilization	7,500.00	7,500.00			7,500.00	100.00%	-	375.00
	Rough in Underground Materials	16,000.00	16,000.00			16,000.00	100.00%	-	800.00
	Labor	28,000.00	28,000.00			28,000.00	100.00%	-	1,400.00
	Top Out Water L&V Materials	45,000.00	45,000.00			45,000.00	100.00%	-	2,250.00
	Labor	68,400.00	68,400.00			68,400.00	100.00%	-	3,420.00
	Roof Drain Materials	14,600.00	14,600.00			14,600.00	100.00%	-	730.00
	Labor	19,500.00	19,500.00			19,500.00	100.00%	-	975.00
	Insulation Materials	11,000.00	11,000.00			11,000.00	100.00%	-	550.00
	Labor	17,000.00	17,000.00			17,000.00	100.00%	-	850.00
	Fixtures Materials	108,000.00	65,000.00	43,000.00		108,000.00	100.00%	-	5,400.00
	Labor	25,000.00		25,000.00		25,000.00	100.00%	-	1,250.00
1506	**HVAC**								
	Mobilization	29,922.00	29,922.00			29,922.00	100.00%	-	1,496.10
	Project Management	4,000.00	3,000.00			3,000.00	75.00%	1,000.00	150.00
	Submittals	6,000.00	6,000.00			6,000.00	100.00%	-	300.00
	Permits - City Fees	4,000.00	4,000.00			4,000.00	100.00%	-	200.00
	Equipment Rentals	10,000.00	9,500.00			9,500.00	95.00%	500.00	475.00
	Overhead and Profit	17,000.00	15,000.00			15,000.00	88.24%	2,000.00	750.00
	Project Meetings	4,000.00	3,500.00			3,500.00	87.50%	500.00	175.00
	Closing Documents	2,500.00				-		2,500.00	-

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	230519 - Meters and Gauges								
	Material	2,000.00	1,500.00			1,500.00	75.00%	500.00	75.00
	Labor	500.00				-		500.00	-
	230523 - Valves for HVAC Piping								
	Material	2,000.00	2,000.00			2,000.00	100.00%	-	100.00
	Labor	500.00	500.00			500.00	100.00%	-	25.00
	230529 - Hangers and Supports for HVAC Piping & Equipment								
	Material	5,000.00	5,000.00			5,000.00	100.00%	-	250.00
	Labor	2,000.00	2,000.00			2,000.00	100.00%	-	100.00
	230553 - Identification for HVAC Piping and Equipment								
	Material	1,000.00	750.00			750.00	75.00%	250.00	37.50
	Labor	500.00	250.00			250.00	50.00%	250.00	12.50
	230713 - Duct Insulation								
	Material	40,000.00	34,000.00			34,000.00	85.00%	6,000.00	1,700.00
	Labor	40,000.00	24,000.00			24,000.00	60.00%	16,000.00	1,200.00
	230716 - HVAC Equipment Insulation								
	Material	8,000.00	7,000.00			7,000.00	87.50%	1,000.00	350.00
	Labor	2,500.00	1,500.00			1,500.00	60.00%	1,000.00	75.00
	230719 - HVAC Piping Insulation								
	Material	20,000.00	19,000.00			19,000.00	95.00%	1,000.00	950.00
	Labor	20,000.00	15,500.00			15,500.00	77.50%	4,500.00	775.00
	230800 - Commissioning of HVAC								
	Pumps -Start-up & Commissioning (MRI)	500.00				-		500.00	-
	VFD's - Start-up & Commissioning (PMS)	600.00				-		600.00	-
	Chiller - Start-Up & Commissioning (PMS)	1,200.00				-		1,200.00	-
	232113 / 232116 - Hydronic Piping & Specialties								
	Material - Hydronic Piping (NWS)	45,000.00	39,500.00			39,500.00	87.78%	5,500.00	1,975.00
	Labor - Hydronic Piping	55,000.00	47,000.00			47,000.00	85.45%	8,000.00	2,350.00
	Material & Labor - Pipe Supports	10,000.00	8,000.00			8,000.00	80.00%	2,000.00	400.00
	Material - Hydronic Specialties (NWS)/(MRI)	5,000.00	5,000.00			5,000.00	100.00%	-	250.00
	Labor - Hydronic Specialties	2,000.00	1,000.00			1,000.00	50.00%	1,000.00	50.00
	232123 - Hydronic Pump								
	Material - Pumps (MRI)	7,502.00	7,502.00			7,502.00	100.00%	-	375.10
	Labor to Install	2,000.00	2,000.00			2,000.00	100.00%	-	100.00
	232513 - Water Treatment								
	Material	4,900.00	4,900.00			4,900.00	100.00%	-	245.00
	Labor	1,000.00	1,000.00			1,000.00	100.00%	-	50.00
	232923 - Variable Frequency Drives								
155	Material - (PMS)	19,486.00	19,486.00			19,486.00	100.00%	-	974.30

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PROJECT NO: 1046

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ITEM NO.	DESCRIPTION OF WORK **Hanna ECHS New Gymnasium Facility**	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
	Labor	2,000.00				-		2,000.00	-
	233113 / 233300 - Metal Ducts & Air Duct Accessories								
	Material- Shop Prefab Sheetmetal's	55,000.00	54,000.00			54,000.00	98.18%	1,000.00	2,700.00
	Labor - Shop Prefab Sheetmetal's	70,000.00	65,000.00			65,000.00	92.86%	5,000.00	3,250.00
	Material - Installation of Ducts	10,000.00	9,000.00			9,000.00	90.00%	1,000.00	450.00
	Labor - Installation of Ducts	90,000.00	61,000.00			61,000.00	67.78%	29,000.00	3,050.00
	Material to Protect Duct Work	1,500.00	1,500.00			1,500.00	100.00%	-	75.00
	Material- Dampers (MRI)	4,514.00	4,514.00			4,514.00	100.00%	-	225.70
	Labor - Dampers	1,100.00	1,100.00			1,100.00	100.00%	-	55.00
	Material - Duct Heaters (MRI)	7,500.00	7,500.00			7,500.00	100.00%	-	375.00
	Labor - Duct Heaters	1,500.00				-		1,500.00	-
	Material - Flexible Air Duct (MRI)	7,885.00	7,885.00			7,885.00	100.00%	-	394.25
	Labor - Flexible Air Duct	3,000.00	2,000.00			2,000.00	66.67%	1,000.00	100.00
	233423 - HVAC Power Ventilators								
	Material (MRI)	3,830.00	3,830.00			3,830.00	100.00%	-	191.50
	Labor to Install	1,500.00	1,500.00			1,500.00	100.00%	-	75.00
	233713 - Diffusers, Registers and Grilles & Louvers								
	Material-Diffusers, Registers and Grilles (MRI)	17,353.00	17,353.00			17,353.00	100.00%	-	867.65
	Labor to Install	5,000.00	3,000.00			3,000.00	60.00%	2,000.00	150.00
	Material - Louvers (MRI)	9,038.00	9,038.00			9,038.00	100.00%	-	451.90
	Labor to Install	2,000.00	1,500.00			1,500.00	75.00%	500.00	75.00
	236423 - Scroll Water Chiller								
	Materials (PMS/Daikin)	139,230.00	139,230.00			139,230.00	100.00%	-	6,961.50
	Labor to Install	7,000.00	7,000.00			7,000.00	100.00%	-	350.00
	237313 - Air Handling Units								
	Material - (PMS/Daikin)	78,440.00	78,440.00			78,440.00	100.00%	-	3,922.00
	Labor to Install	7,000.00	7,000.00			7,000.00	100.00%	-	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	100.00%	-	406.50
	Materials	28,455.00		28,455.00		28,455.00	100.00%	-	1,422.75
	Softeware & Graphics	6,504.00		5,528.40		5,528.40	85.00%	975.60	276.42
	Installation	26,016.00		20,812.80		20,812.80	80.00%	5,203.20	1,040.64
	Checkout /Startup	9,756.00		2,439.00		2,439.00	25.00%	7,317.00	121.95
	Punchlist /Closeout	2,439.00				-		2,439.00	-
1508	Fire Sprinkler -Design /Submittal/Permits	3,950.00	3,950.00			3,950.00	100.00%	-	197.50
	Materials and Fabrication	38,275.00	38,275.00			38,275.00	100.00%	-	1,913.75
	Labor	38,722.00	34,849.00	3,873.00		38,722.00	100.00%	-	1,936.10
	Testing and closeout	575.00		575.00		575.00	100.00%	-	28.75

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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: Eleven
APPLICATION DATE: 8/14/2020
PERIOD TO: 8/6/2020
PROJECT NO: 1046

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK **Hanna ECHS New Gymnasium Facility**	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
	Alternate 1- Court Hung Score board (not included in base bid)	1,450.00	1,450.00			1,450.00	100.00%	-	72.50
1510	Test & Balance	7,225.00				-		7,225.00	-
	ELECTRICAL								
1601	Permit	1,560.00	1,560.00			1,560.00	100.00%	-	78.00
	Submittals	1,560.00	1,560.00			1,560.00	100.00%	-	78.00
	Commissioning	5,130.00				-		5,130.00	-
	Site Underground Rough in Materials	9,360.00	9,360.00			9,360.00	100.00%	-	468.00
	Labor	26,520.00	26,520.00			26,520.00	100.00%	-	1,326.00
	Inside Rough in Materials	28,080.00	28,080.00			28,080.00	100.00%	-	1,404.00
	Labor	58,465.00	51,526.00	6,939.00		58,465.00	100.00%	-	2,923.25
	Wiring Materials	41,810.00	41,810.00			41,810.00	100.00%	-	2,090.50
	Labor	18,720.00	13,520.00	5,200.00		18,720.00	100.00%	-	936.00
	Gear Materials	86,570.00	86,570.00			86,570.00	100.00%	-	4,328.50
	Labor	10,945.00	10,945.00			10,945.00	100.00%	-	547.25
	Lighting Materials	138,050.00	138,050.00			138,050.00	100.00%	-	6,902.50
	Labor	15,600.00	13,520.00	2,080.00		15,600.00	100.00%	-	780.00
	Devices Materials	2,600.00	2,600.00			2,600.00	100.00%	-	130.00
	Labor	3,120.00	1,560.00	1,560.00		3,120.00	100.00%	-	156.00
	Gymnasium Sound System Submittals	780.00	780.00			780.00	100.00%	-	39.00
	Materials	51,815.00	12,954.00	12,954.00		25,908.00	50.00%	25,907.00	1,295.40
	Prewire Labor	7,358.00	2,575.00	4,783.00		7,358.00	100.00%	-	367.90
	Trim-Out Labor	1,966.00		983.00		983.00	50.00%	983.00	49.15
	Testing	491.00				-		491.00	-
	Coordination and Arch Flash Studies	2,500.00		2,500.00		2,500.00	100.00%	-	125.00
									-
	Contractor Fee	313,160.00	249,237.79	26,891.29		276,129.08	88.18%	37,030.92	13,806.45
	ALLOWANCES								
141	Betterment Fund Allowance ($200,000)	18,676.55				-		18,676.55	-
	Raba Testing	2,181.85	2,181.85			2,181.85	100.00%	-	109.09
	ASI-2 Lighting Revisions	852.50	852.50			852.50	100.00%	-	42.63
	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	11,495.00			11,495.00	89.51%	1,347.50	574.75
	Reduce Size of exterior windows	(2,500.00)		(2,500.00)		(2,500.00)	100.00%	-	(125.00)
	Ceramic Tile Revisions in Restroom & Concession Area	24,070.00	17,600.00	4,282.00		21,882.00	90.91%	2,188.00	1,094.10
	Trophy Case Size Increase	6,920.00	450.00	5,735.00		6,185.00	89.38%	735.00	309.25
	Exhaust fan for Washer & Dryer	650.00				-		650.00	-

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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: Eleven
APPLICATION DATE: 8/14/2020
PERIOD TO: 8/6/2020
PROJECT NO: 1046

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
	Hanna ECHS New Gymnasium Facility								
	Lower waterline at existing line crossing at security guard	3,495.00				-		3,495.00	-
	Additional 3 CMU Courses at Main Gym Area	32,716.20	32,716.20			32,716.20	100.00%	-	1,635.81
	Condenser Unit Frame Support	6,124.80	6,124.80			6,124.80	100.00%	-	306.24
	Delete Graphics logo from bleachers	(8,300.00)				-		(8,300.00)	-
	Toilet Partition Revisions	5,775.00	5,775.00			5,775.00	100.00%	-	288.75
	ASI-9 Revise height of high roof	11,200.00	11,200.00			11,200.00	100.00%	-	560.00
	Chilled water make-up line	830.00	830.00			830.00	100.00%	-	41.50
	Main Court Carbon Volley Ball Equipment Upgrade	6,613.10				-		6,613.10	-
	Canopy Lighting Revisions	1,668.67				-		1,668.67	-
	Extension of Fire Alarm System	69,669.97		42,627.35		42,627.35	61.18%	27,042.62	2,131.37
	Relocate ice maker condensate line	658.86				-		658.86	-
317	Reinforcing Steel Allowance	20,000.00				-		20,000.00	-
513	Structural Steel Allowance	20,000.00				-		20,000.00	-
	Graphics Allowance	20,000.00				-		20,000.00	-
	GRAND TOTALS	**8,408,940.00**	**6,586,018.89**	**540,847.05**	**209,053.00**	**7,335,918.94**	**87.24%**	**1,073,021.06**	**366,795.95**

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CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Name Hanna ECHS New Gymnasium Facility

Job No. 1046 Pay 11

On receipt by the signer of this document of a check from Brownsville I.S.D. *(maker of check)* in the sum of $ 712,405.05 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: 08/14/20

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 14th day of August, 2020.

NOTARY PUBLIC, in and for the State of Texas

Signature: A Stevens

My Commission Expires: 4/26/2024

AIRIKA STEVENS
NOTARY PUBLIC
ID# 124905638
State of Texas
Comm. Exp. 04-26-2024

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/2020

Item Title: Payment to Engineer
M Garcia Engineering, LLC
Vela MS – Bus-Drive Improvements Project

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

Firm:	Project:			Amount:
M Garcia Engineering	**Vela MS - Bus-Drive Improvements Project**			Payment #1
	Original Contract Fee Amount:			$42,500.00
	Allowable for Reimbursable Expenses			$3,000.00
	Total Contract Amount			$45,500.00
	Topographical Survey	100%	Complete	$5,500.00
	Civil Engineering Plans	100%	Complete	$26,000.00
	Construction Administration	0%	Complete	$0.00
	Construction Staking (on-site)	0%	Complete	$0.00
	As-Built Survey (on-site)	0%	Complete	$0.00
	Reimbursable Expenses			$452.00
	Previously Invoiced:			$0.00
	Current Payment Due:			**$31,952.00**
	Balance to Finish:			$13,548.00

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $31,952.00

RECOMMENDATION:

Recommend approval of Payment #1 for $31,952.00 as partial payment to M Garcia Engineering for Engineering Services work completed on the Vela MS Bus-Drive Improvements 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. Nellie Cantu
Approved by: Deputy Superintendent
8/27/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

M GARCIA ENGINEERING LLC
CIVIL ENGINEERING

Mr. Fernando Villarreal
Brownsville ISD
3750 Robindale Road
Brownsville, Texas 78521

Re: **Civil Engineering for BISD Vela Middle School Bus Drive Improvements in City of Brownsville, Texas**

BISD PO# P359540

Dear Mr. Villarreal,

This letter's intent is to request payment for work performed in the amount of $31,952.00, as per 20-121 invoice 001 dated 08-20-20.

Please review this request and let us know if you have any questions.

Sincerely,

Mariano Garcia, P.E.
President
M Garcia Engineering, LLC

M GARCIA ENGINEERING, LLC
TBPE Reg. # F-9828
400 NOLANA SUITE H2
McALLEN, TX 78504
PH 956.687.9421
FX 956.687.3211

M GARCIA ENGINEERING LLC
CIVIL ENGINEERING

400 NOLANA SUITE H2
MCALLEN, TX 78504
TEL. 956.687.9421
FAX 956.687.3211

Invoice No.: 20121_001
Invoice Date: August 20, 2020

Mr. Fernando Villarreal
Brownsville ISD
3750 Robindale Road
Brownsville , Texas 78521

Project No.: 21-121
BISD Vela MS Bus Drive Improvements
Brownsville, TX
BISD PO No. P359540

INVOICE

Phase Description	Contract Amount	% Complete	Prior Billings	This Invoice
Topographic Survey	$5,500.00	100%	$0.00	$5,500.00
Civil Engineering Plans	$26,000.00	100%	$0.00	$26,000.00
Construction Administration	$6,500.00	0%	$0.00	$0.00
Construction Staking (on-Site)	$2,000.00	0%	$0.00	$0.00
As-Built Survey (On-Site)	$2,500.00	0%	$0.00	$0.00
Courier and Reprographics Allowance	$3,000.00	15%	$0.00	$452.00
TOTALS:	$45,500.00		$0.00	$31,952.00

Reimbursable Expenses:

Expense Description	Date	Cost
TOTALS:		$0.00

Total Amount Due: $31,952.00

Account Summary		
Billed To Date	Paid To Date	Balance Due This Invoice
$31,952.00	$0.00	$31,952.00

RGV Reprographics, Inc.
519 S.Broadway
PO Box 1959
McAllen, TX 78505
USA

Voice: (956) 686-1525
Fax: (956) 686-1529

STATEMENT

Statement Date: Aug 6, 2020
Customer Account ID: M GAR

To:

M. GARCIA ENGINEERING
400 W. Nolana, Ste. H2
McAllen, TX 78504

Amount Enclosed
$ _____

Date	Due Date	Reference	Paid	Description	Amount	Balance
8/6/20	9/5/20				452.00	452.00
					TOTAL	**452.00**

0-30	31-60	61-90	Over 90 days
452.00	0.00	0.00	0.00

Thank you for your business.

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/2020

Item Title: Payment to Contractor
Rio Roofing, Inc.
Lopez ECHS – Roof Replacement Phase I

X Action
___ Information
___ Discussion

BACKGROUND:

Firm:	Project:		Amount:
Rio Roofing, Inc.	**Lopez ECHS - Roof Replacement Phase I**		Payment #1
	Original Contract Fee Amount:		$2,309,000.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$2,309,000.00
	Total Completed & Stored to Date:		$748,600.00
	Retainage:		
	5% Retainage of Complete Work:	$25,730.00	
	5% Retainage on Stored Materials:	$11,700.00	
	Total Retainage:	$37,430.00	
	Total Earned Less Retainage:		$711,170.00
	Less Previous Certificates of Payment:		$0.00
	Current Payment Due:		**$711,170.00**
	Balance to Finish Plus Retainage:		$1,597,830.00

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $711,170.00

RECOMMENDATION:

Recommend approval of Payment #1 for $711,170.00 as partial payment to Rio Roofing, Inc. for Construction Services work completed on the Lopez ECHS Roof Replacement Phase I project to be paid from Maintenance Tax Note Fund 189.

Fernando E Villarreal
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA / David Robledo
Recommended by: District Architect/CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent

8/27/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Project No. AMB20-013-00
August 24, 2020

RABA KISTNER
Raba Kistner Consultants, Inc.
1600 N. Jackson Rd., Suite 3
Pharr, TX 78577
www.rkci.com

P 956.322.4462
F 956.682.5487
TBPE Firm F-3257
TBAE Firm BR-3427

Mr. Fernando Villarreal
Project Manager
Brownsville ISD
3750 Robindale Road
Brownsville, Texas, 78521

RE: Review and Certification of Pay Application No. 01
Lopez ECHS Roof Replacement – Phase 1 - CSP # 21-115
3205 S. Dakota Avenue,
Brownsville, Texas, 78521

Dear Mr. Villarreal:

Please find attached, Pay Application 01 from Rio Roofing, Inc. for the above-referenced Project. This Pay Application reflects the contract value of work completed and materials stored to date. That amount is $748,600.00, or approximately 32% of the contract value. The total earned, less retainage is $711,170.00. The amount retained is $37,430.00.

This Pay Application Request is comprised of the following:

- General Conditions and Supervision;
- Mobilization and staging;
- Roof Replacement Preparation
  - Removal of the existing gravel
  - Installation of wood blocking & carpentry
  - Membrane repairs
- Mechanical work (raising, & securing rooftop units);
- Roof Accessories fabrication;
- Stored materials

We have observed the work in progress and the stored materials to verify the amounts requested are appropriate.

We appreciate the opportunity to be of service to you on this project. Should you have any questions, or if we may assist in any way, please don't hesitate to call us.

Sincerely,

RABA KISTNER CONSULTANTS, INC.

Michael D. Hovar, AIA, RRO, LEED AP
South Texas Regional Manager, Building Envelope Services

MDH/af

Attachment – Certified Pay Application 01 submitted by Rio Roofing

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
Brownsville Independent School District
1900 Price Road
Browsville, Texas 78521-2417

PROJECT:
Re-Roofing at Lopez ECHS
Brownsville, Texas

APPLICATION NO: One
PERIOD TO: 8/31/2020
PROJECT NO: AMB20-013-00

Distribution to:
X OWNER
X ARCHITECT
X CONTRACTOR

FROM CONTRACTOR:
Rio Roofing, Inc.
22452 US 77 Expressway
Harlingen, Texas 78552

VIA ARCHITECT:
Raba Kistner Consultants
1600 N. Jackson Rd., Suite 3
Pharr, Texas 78577

CONTRACT DATE: 8/5/2020
PURCHASE ORDER #: N/A

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM		$ 2,309,000
2. Net change by Change Orders		$ -
3. CONTRACT SUM TO DATE (Line 1+2)		$ 2,309,000
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 748,600
5. RETAINAGE:		
a. 5 % of Completed Work (Column D+E on G703)	$ 25,730.00	
b. % of Stored Material (Column F on G703)	$ 11,700.00	
Total Retainage (Line 5a+5b or Total in Column I of G703)		$ 37,430.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 711,170.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$0.00
8. CURRENT PAYMENT DUE		$ 711,170.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 1,597,830

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 were received from the Owner, and that current payment show herein is now due.

CONTRACTOR: Rio Roofing, Inc.

By: _____ Date: 8/24/2020

State of: Texas
County of: _____
Subscribed and sworn to before me this 24th day of 2020

IRENE MARTINEZ
Notary Public, State of Texas
Comm. Expires 04-16-2024
Notary ID 132439814

Notary Public: _____
My commission expires: 4-16-24

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $711,170.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: 8/24/2020

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.

CONTINUATION SHEET

PAGE 2 OF 3 PAGES

'APPLICATION NUMBER: One
'APPLICATION DATE: 8/24/2020
PERIOD TO: 8/31/2020

**
**

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.

Purchase Order No: N/A

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATION	WORK COMPLETED THIS APPLICATION Work in Place	WORK COMPLETED THIS APPLICATION Stored Materials (not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	**General Conditions**	$51,000.00	$ -	$ 10,000.00	$ -	$ 10,000.00	20%	$ 41,000.00	$ 500.00
2	**Supervision**	$44,000.00	$ -	$ 9,000.00	$ -	$ 9,000.00	20%	$ 35,000.00	$ 450.00
3	**Mobilization**	$3,000.00	$ -	$ 3,000.00	$ -	$ 3,000.00	100%	$ -	$ 150.00
4	**Lightweight Insulating Concrete**								
	Labor	$217,600.00	$ -	$ 44,600.00	$ -	$ 44,600.00	20.5%	$ 173,000.00	$ 2,230.00
	Material	$242,400.00	$ -	$ 50,100.00	$ 103,000.00	$ 153,100.00	63.2%	$ 89,300.00	$ 7,655.00
5	**Carpentry**								
	Labor	$26,000.00	$ -	$ 10,400.00	$ -	$ 10,400.00	40%	$ 15,600.00	$ 520.00
	Material	$29,000.00	$ -	$ 12,000.00	$ 17,000.00	$ 29,000.00	100%	$ -	$ 1,450.00
6	**Masonry**								
	Labor	$16,200.00	$ -	$ -	$ -	$ -		$16,200.00	$ -
	Material	$9,000.00	$ -	$ -	$ -	$ -		$9,000.00	$ -
7	**Roof Replacement Preparation**								
	Labor	$119,900.00	$ -	$ 49,000.00	$ -	$ 49,000.00	41%	$ 70,900.00	$ 2,450.00
	Material	$37,000.00	$ -	$ 15,000.00	$ 22,000.00	$ 37,000.00	100%	$ -	$ 1,850.00
8	**SBS Modified Bituminous Membrane Roofing**								
	Base Sheet-Labor	$94,000.00	$ -	$ -	$ -	$ -		$ 94,000.00	$ -
	Base Sheet-Material	$180,700.00	$ -	$ -	$ 56,000.00	$ 56,000.00	31.0%	$ 124,700.00	$ 2,800.00
	Cap Sheet-Labor	$90,800.00	$ -	$ -	$ -	$ -		$ 90,800.00	$ -
	Cap Sheet-Material	$286,200.00	$ -	$ -	$ -	$ -		$ 286,200.00	$ -
9	**Sheet Metal Flashing and Trim**								
	Labor	$67,900.00	$ -	$ -	$ -	$ -		$ 67,900.00	$ -
	Material	$50,500.00	$ -	$ -	$ 10,000.00	$ 10,000.00	19.8%	$ 40,500.00	$ 500.00
10	**Roofing Accessories**								
	Labor	$17,700.00	$ -	$ -	$ -	$ -		$ 17,700.00	$ -
	Material	$70,300.00	$ -	$ -	$ 26,000.00	$ 26,000.00	37.0%	$ 44,300.00	$ 1,300.00
	Page 2 Total	**$1,653,200.00**	**$ -**	**$ 203,100.00**	**$ 234,000.00**	**$ 437,100.00**	**26%**	**$ 1,216,100.00**	**$ 21,855.00**

'APPLICATION NUMBER: One
'APPLICATION DATE: 8/24/2020
PERIOD TO: 8/31/2020

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.

Purchase Order No: N/A

A	B	C	D	E	F	G		H	I
			WORK COMPLETED			TOTAL COMPLETED			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	THIS APPLICATION Work in Place	THIS APPLICATION Stored Materials (not in D or E)	AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE
11	**Red Line**								
	Labor	$ 3,400.00	$ -	$ -	$ -	$ -	0%	$ 3,400.00	$ -
	Material	$ 35,000.00	$ -	$ -	$ -	$ -	0%	$ 35,000.00	$ -
12	**Skylights**								
	Labor	$ 27,800.00	$ -	$ -	$ -	$ -	0%	$ 27,800.00	$ -
	Material	$ 45,300.00	$ -	$ -	$ -	$ -	0%	$ 45,300.00	$ -
11	**MEP**	$ 442,500.00	$ -	$ 277,000.00	$ -	$ 277,000.00	63%	$ 165,500.00	$ 13,850.00
12	**Clean Up**	$ 3,000.00	$ -	$ -	$ -	$ -	0%	$ 3,000.00	$ -
13	**Warranty**	$ 15,200.00	$ -	$ -	$ -	$ -	0%	$ 15,200.00	$ -
14	**Windstorm Certification**	$ 28,100.00	$ -	$ 14,000.00	$ -	$ 14,000.00	50%	$ 14,100.00	$ 700.00
15	**P&P Bond**	$ 20,500.00	$ -	$ 20,500.00	$ -	$ 20,500.00	100%	$ -	$ 1,025.00
16	**Contingency**	$ 35,000.00	$ -	$ -	$ -	$ -	0%	$ 35,000.00	$ -
	Page 3 Total	$ 655,800.00	$ -	$ 311,500.00	$ -	$ 311,500.00	47%	$ 344,300.00	$ 15,575.00
	TOTAL	**$2,309,000.00**	**$ -**	**$ 514,600.00**	**$ 234,000.00**	**$ 748,600.00**	**32%**	**$ 1,560,400.00**	**$ 37,430.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/2020

Item Title: Payment to Contractor
NM Contracting, LLC
Cummings CTE – CV4 Const Tech MEP Upgrades

X **Action**
Information
Discussion

BACKGROUND:

Firm:	Project:		Amount:
	Cummings CTE - CV4 Const Tech MEP Upgrades		Payment #3
NM Contracting, LLC	Original Contract Fee Amount:		$139,000.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$139,000.00
	Total Completed & Stored to Date:		$115,867.90
	Retainage:		
	10% Retainage of Complete Work:	$11,586.79	
	0% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$11,586.79	
	Total Earned Less Retainage:		$104,281.11
	Less Previous Certificates of Payment:		$86,111.73
	Current Payment Due:		**$18,169.38**
	Balance to Finish Plus Retainage:		$34,718.89

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $18,169.38

RECOMMENDATION:

Recommend approval of Payment #3 for $18,169.38 as partial payment to NM Contracting, LLC for Construction Services work completed on the Cummings CTE CV4 MEP Upgrades project to be paid from Maintenance Tax Note Fund 189.

Fernando E Villarreal
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent
8/27/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

SIGMA HN
ENGINEERS, PLLC

701 S 15th St
McAllen, TX 78501
(956) 332-3206

August 20, 2020

Fernando Villarreal
Project/Facilities Manager
1900 Price Road
Brownsville, Texas 78521
(956) 548-8081 office
(956) 543-5831 mobile
E-mail: fevillarreal@bisd.us

Re: Application for Payment No. 3

In accordance with the Contract Documents, based on on-site observations and the data comprising the Application and Certification for Payment, the construction manager for NM Contracting, LLC certifies that to the best of their knowledge, information and belief the Work has progressed as indicated in the Application and Certification for Payment, the quality of Work in accordance with the Contract Documents, and therefore is entitled to payment of the amount certified.

Amount Certified: $18,169.38

This letter is to certify that LM Contracting, LLC, for the project Cummings CTE CV-4 Const. Technology MEP Upgrades is entitled to payment of the Amount Certified.

Jose Antonio Nicanor
Engineer

08/20/2020
Reviewed and Approved on

Signature of Engineer

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

PROJECT:
Cummings CTE-CV4 Const. Technology MEP Upgrades
1905 East 6th Street
Brownsville, TX 78520

APPLICATION #: 3 - Jul R1
PERIOD TO: 07/31/20
PROJECT NO: 2082
CONTRACT DATE: 03/12/20

Distribution to:
☐ Owner
☐ Const. Mgr
☐ Architect
☐ Contractor

FROM CONTRACTOR:
NM Contracting, LLC
2022 Orchid Ave
McAllen, Texas 78504

VIA ENGINEER:
Signma HN Engineers, PLLC
701 South 15th Street
McAllen, TX 78501

CONTRACT FOR: Cummings CTE-CV4 Const. Technology MEP Upgrades

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	139,000.00
2. Net change by Change Orders	$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	139,000.00
4. TOTAL COMPLETED & STORED TO DATE-$ (Column G on Continuation Sheet)		115,867.90
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	$	11,586.79
b. 10.0% of Stored Material (Column F on Continuation Sheet)	$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	$	11,586.79
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	104,281.11
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	86,111.73
8. CURRENT PAYMENT DUE	$	18,169.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	34,718.89

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 therein is now due.

CONTRACTOR:

By: _____ Date: 8-20-20

State of: Texas
County of: Hidalgo

Subscribed and sworn to before me this 20th day of August, 2020

MARCELLA SOLANO
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 125336359

Notary Public: _____
My Commission expires: 06/26/21

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ---------- $ 18,169.38

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT

By: José Antonio Nicanor Date: 8/20/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 3 - Jul R1
APPLICATION DATE: 07/31/20
PERIOD TO: 07/31/20

PROJECT:
Cummings CTE-CV4 Const. Technology MEP Upgrades
1905 East 6th Street
Brownsville, TX 78520

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
1	General Conditions	$18,720.00	12,916.80	2,620.80		15,537.60	83%	3,182.40	1,553.76
2	Overhead & Profit	$5,910.00	4,077.90	827.40		4,905.30	83%	1,004.70	490.53
3	Building Permit	$1,200.00	1,200.00			1,200.00	100%	0.00	120.00
4	Bonds	$4,170.00	4,170.00			4,170.00	100%	0.00	417.00
5	ALLOWANCES								
6	Owner's Contingency	$10,000.00				0.00	0%	10,000.00	0.00
7	Div. 2 - Sitework								
8	Demo & Concrete	$5,000.00	5,000.00			5,000.00	100%	0.00	500.00
9	Div. 15 - HVAC								
10	HVAC Mobilization/Insurance	$3,000.00	3,000.00			3,000.00	100%	0.00	300.00
11	Metal Duct Material	$750.00		675.00		675.00	90%	75.00	67.50
12	Metal Duct Labor	$3,800.00		3,420.00		3,420.00	90%	380.00	342.00
13	Dust Collector & Accessories	$40,450.00	28,315.00	8,090.00		36,405.00	90%	4,045.00	3,640.50
14	Mechanical Materials	$450.00		405.00		405.00	90%	45.00	40.50
15	Mechanical Labor	$1,500.00		1,350.00		1,350.00	90%	150.00	135.00
16	Test & Balance	$1,050.00				0.00	0%	1,050.00	0.00
17	Div. 16 - ELECTRICAL								
18	UG Utility Labor	$3,000.00	3,000.00			3,000.00	100%	0.00	540.00
19	UG Utility Materials	$1,500.00	1,500.00			1,500.00	100%	0.00	1,620.00
20	Gear Labor	$6,000.00	4,500.00	900.00		5,400.00	90%	600.00	350.00
21	Gear Material	$18,000.00	15,000.00	1,200.00		16,200.00	90%	1,800.00	405.00
22	Conduit Labor	$3,500.00	3,500.00			3,500.00	100%	0.00	315.00
23	Conduit Material	$4,500.00	3,500.00	550.00		4,050.00	90%	450.00	300.00
24	Wire Labor	$3,500.00	3,000.00	150.00		3,150.00	90%	350.00	2,999.10
25	Wire Material	$3,000.00	3,000.00			3,000.00	100%	0.00	2,999.00
26	GRAND TOTAL	$139,000.00	$95,679.70	$20,188.20	$0.00	$115,867.90	83%	23,132.10	11,586.79

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/2020

Item Title: Payment to Contractor
RG Enterprises, LLC dba G & G Contractors
Multi-Campus Canopies Upgrade Project

X Action
___ Information
___ Discussion

BACKGROUND:

Firm:	Project:		Amount:
RG Enterprises, LLC dba G & G Contractors	**Multi-Campus Canopies Upgrade**		Payment #5
	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:		$722,720.55
	Retainage:		
	5% Retainage of Complete Work:	$36,136.03	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$36,136.03	
	Total Earned Less Retainage:		$686,584.52
	Less Previous Certificates of Payment:		$347,220.91
	Current Payment Due:		**$339,363.61**
	Balance to Finish Plus Retainage:		$846,163.48

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $339,363.61

RECOMMENDATION:

Recommend approval of Payment #5 for $339,363.61 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. Nellie Cantu
Approved by: Deputy Superintendent
8/27/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

CHANIN
ENGINEERING, LLC

August 20, 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 #5.

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

Sincerely.

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 # 5

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: August 11, 2020 Invoice No: 20-045-4

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:		$ 722,720.55
5.	Retainage (per Agreement):		
	5% of completed Work:	$ 36,136.03	
	0% of stored material:	$ -	
	Total Retainage:		$ 36,136.03
6.	% of Construction Completed:		
	9% of contracted $ amount has been completed		$ 722,720.55
7.	Total completed to date less retainage (4 minus 5):		$ 686,584.52
8.	Less previous Application for Payments:		$ 347,220.91
9.	Balance to Finish Including Retainage:		$ 846,163.48
10.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		**$ 339,363.61**

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 # 5 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 August 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 August 2020

Notary Public
My Commission expires: March 25, 2022

IRMA H. RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 03-25-2022
Notary ID 12332674

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated August 11, 2020

Chanin Engineering, LLC
ENGINEER

By:

Quantity Worksheet 3.5

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

Application: 5
Application Date: August 11, 2020
P.O. No.:
Invoice No.: 20-045-4

PROJECT NO.: CSP20-116

A	B	C	D	E	F	G		H	I
Item Code	Description	SCHEDULED VALUE	WORK COMPLETED		MATERIALS COMPLETED AND STORED TO DATE (NOT IN D OR E)	Total Completed to Date (D+E+F)	% COMPLETED (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	MARTIN ELEMENTARY-		FROM PREVIOUS APPLICATIONS (D+E)	THIS PERIOD					(G*5%)
1	MOBILIZATION	$ 5,005.00	$ 3,003.00	$ 500.50		$ 3,503.50	70%	$ 1,501.50	$ 175.18
2	INSURANCE/BONDS	$ 4,500.00	$ 4,500.00	$ -		$ 4,500.00	100%	$ -	$ 225.00
3	OVERHEAD AND PROFIT	$ 8,000.00	$ 2,000.00	$ 800.00		$ 2,800.00	35%	$ 5,200.00	$ 140.00
4	PORT-A-POTTY	$ 400.00	$ 200.00	$ -		$ 200.00	50%	$ 200.00	$ 10.00
5	MATERIALS CANOPY	$ 123,450.00	$ 61,725.00	$ 30,862.50		$ 92,587.50	75%	$ 30,862.50	$ 4,629.38
6	LABOR INSTALLATION OF CANOPY	$ 137,500.00	$ 41,250.00	$ 61,875.00		$ 103,125.00	75%	$ 34,375.00	$ 5,156.25
7	MATERIALS CONCRETE	$ 42,144.00	$ 10,536.00	$ 10,536.00		$ 21,072.00	50%	$ 21,072.00	$ 1,053.60
8	LABOR INSTALLATION OF CONCRETE	$ 52,500.00	$ 13,125.00	$ 13,125.00		$ 26,250.00	50%	$ 26,250.00	$ 1,312.50
9	ALLOWANCE	$ 20,000.00	$ -	$ 1,916.25		$ 1,916.25	10%	$ 18,083.75	$ 95.81
10	CONTINGENCY ALLOWANCE	$ 10,500.00	$ -	$ -		$ -	0%	$ 10,500.00	$ -
SUB-TOTALS		**$ 403,999.00**	**136,339.00**	**$ 119,615.25**		**$ 255,954.25**	**63%**	**$ 148,044.75**	**$ 12,797.71**

Quantity Worksheet 3.5

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

Application: 5
Application Date: August 11, 2020
P.O. No.:
Invoice No.: 20-045-4

PROJECT NO.: CSP20-116

A	B	C	D	E	F	G		H	I
Item Code	Description	SCHEDULED VALUE	WORK COMPLETED		MATERIALS COMPLETED AND STORED TO DATE (NOT IN D OR E)	Total Completed to Date (D+E+F)	% COMPLETED (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	STELL MIDDLE SCHOOL		FROM PREVIOUS APPLICATIONS (D +F)	THIS PERIOD					(G*5%)
12	MOBILIZATION	$ 5,005.00	$ 3,003.00	$ 500.50		$ 3,503.50	70%	$ 1,501.50	$ 175.18
13	INSURANCE/BONDS	$ 4,500.00	$ 4,500.00	$ -		$ 4,500.00	100%	$ -	$ 225.00
14	OVERHEAD AND PROFIT	$ 8,000.00	$ 2,000.00	$ 800.00		$ 2,800.00	35%	$ 5,200.00	$ 140.00
15	PORT-A-POTTY	$ 400.00	$ 200.00	$ -		$ 200.00	50%	$ 200.00	$ 10.00
16	MATERIALS CANOPY	$ 127,500.00	$ 63,750.00	$ 31,875.00		$ 95,625.00	75%	$ 31,875.00	$ 4,781.25
17	LABOR INSTALLATION OF CANOPY	$ 137,500.00	$ 13,750.00	$ 89,375.00		$ 103,125.00	75%	$ 34,375.00	$ 5,156.25
18	MATERIALS CONCRETE	$ 3,664.00	$ 366.40	$ 1,465.60		$ 1,832.00	50%	$ 1,832.00	$ 91.60
19	LABOR INSTALLATION OF CONCRETE	$ 48,048.00		$ 24,024.00		$ 24,024.00	50%	$ 24,024.00	$ 1,201.20
20	ALLOWANCE	$ 20,000.00		$ 5,232.00		$ 5,232.00	26%	$ 14,768.00	$ 261.60
21	CONTINGENCY ALLOWANCE	$ 10,500.00		$ -		$ -	0%	$ 10,500.00	$ -
	SUB-TOTALS	**$ 365,117.00**	**87,569.40**	**$ 153,272.10**		**$ 240,841.50**	**66%**	**$ 124,275.50**	**12,042.08**

Quantity Worksheet 3.5

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

Application: 5
Application Date: August 11, 2020
P.O. No.:
Invoice No.: 20-045-4

PROJECT NO.: CSP20-116

A	B	C	D	E	F	G		H	I
Item Code	Description	SCHEDULED VALUE	WORK COMPLETED		MATERIALS COMPLETED AND STORED TO DATE (NOT IN D OR E)	Total Completed to Date (D+E+F)	% COMPLETED (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	FAULK MIDDLE SCHOOL		FROM PREVIOUS APPLICATIONS (D +F)	THIS PERIOD					(G*5%)
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								
	SUB-TOTALS	$ 429,047.00		$ -		$ 8,402.50	2%	$ 420,644.50	420.13

Quantity Worksheet 3.5

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

Application: 5
Application Date: August 11, 2020
P.O. No.:
Invoice No.: 20-045-4

PROJECT NO.: CSP20-116

A	B	C	D	E	F	G		H	I
Item Code	Description	SCHEDULED VALUE	WORK COMPLETED		MATERIALS COMPLETED AND STORED TO DATE (NOT IN D OR E)	Total Completed to Date (D+E+F)	% COMPLETED (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	VILLANUEVA ELEMENTARY		FROM PREVIOUS APPLICATIONS (D +E)	THIS PERIOD					(G*5%)
35	MOBILIZATION	$ 5,005.00	$ 3,003.00	$ 500.50		$ 3,503.50	70%	$ 1,501.50	$ 175.18
36	INSURANCE/BONDS	$ 4,500.00	$ 4,500.00	$ -		$ 4,500.00	100%	$ -	$ 225.00
37	OVERHEAD AND PROFIT	$ 8,000.00	$ 2,000.00	$ 800.00		$ 2,800.00	35%	$ 5,200.00	$ 140.00
38	PORT-A-POTTY	$ 400.00	$ 200.00	$ -		$ 200.00	50%	$ 200.00	$ 10.00
39	MATERIALS CANOPY	$ 117,500.00	$ 58,750.00	$ 29,375.00		$ 88,125.00	75%	$ 29,375.00	$ 4,406.25
40	LABOR INSTALLATION OF CANOPY	$ 113,900.00	$ 45,560.00	$ 39,865.00		$ 85,425.00	75%	$ 28,475.00	$ 4,271.25
41	MATERIALS CONCRETE	$ 24,156.00	$ 8,453.40	$ 3,623.40		$ 12,076.80	50%	$ 12,079.20	$ 603.84
42	LABOR INSTALLATION OF CONCRETE	$ 30,624.00	$ 10,718.40	$ 4,593.60		$ 15,312.00	50%	$ 15,312.00	$ 765.60
43	ALLOWANCE	$ 20,000.00	$ -	$ 5,580.00		$ 5,580.00	28%	$ 14,420.00	$ 279.00
44	CONTINGENCY ALLOWANCE	$ 10,500.00	$ -			$ -	0%	$ 10,500.00	$ -
	SUB-TOTALS	$ 334,585.00		**$ 84,337.50**		**$ 217,522.30**	**65%**	**$ 117,062.70**	**10,876.12**
	TOTALS	**$ 1,532,748.00**		**$ 357,224.85**		**$ 722,720.55**	**47%**	**$ 810,027.45**	**$ 36,136.03**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/2020

Item Title: Payment to Engineering Services
Green, Rubiano & Associates, Inc.
BISD Food Nutrition Services Building Roof Repairs

X Action
Information
Discussion

BACKGROUND:

Project:			Amount:
BISD Food Nutrition Services Building Roof Repair			Payment #7
Original Contract Fee Amount:			$27,500.00
Allowable for Reimbursable Expenses			$2,500.00
Total Contract Amount			$27,500.00
Schematic Design	15%	Complete	$3,750.00
Design Development	20%	Complete	$5,000.00
Construction Documents:	40%	Complete	$10,000.00
Bidding	5%	Complete	$1,250.00
Construction Administration:	25%	Complete	$0.00
Subtotal:			$22,500.00
Less Previously Invoiced:			$22,500.00
Current Payment Due:			**$600.00**
Balance to Finish:			$4,400.00

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $600.00

RECOMMENDATION:

Recommend approval of Payment #7 for a total of $600.00, as partial payment Green, Rubiano & Associates for Structural Engineering Services work completed on the BISD Food Nutrition Services Building Roof Repair Project to be paid from Maintenance Tax Note Fund 189.

Martin Espinosa
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
8/27/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

GREEN, RUBIANO & ASSOCIATES

Structural Engineers
Firm Registration #: F-4145

1220 West Harrison
Harlingen, Texas 78550
(956) 428-4461
www.graengineering.com

August 20, 2020

Mr. Martin Espinosa
Brownsville Independent School District
3750 Robindale Road
Brownsville, TX 78526

Re.: Purchase Order P339969– BISD Food Nutrition Services Building Roof Repairs - Engineering Services Invoice

Dear Mr. Espinosa:

Attached please find Green, Rubiano & Associates' (GRA's) invoice number 7496 for the BISD Food Nutrition Services Building Roof Repairs project. This invoice covers services rendered through June 30, 2020; prompt payment is appreciated.

Respectfully,

Rolando R. Rubiano, P.E.
Principal

8/20/2020 approved

GREEN, RUBIANO & ASSOCIATES, INC

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

Invoice

Date	Invoice #
6/30/2020	7496

Bill To
Brownsville Independent School District Martin Espinosa 1900 Price Road Brownsville, TX 78521 Purchase Order P339969

Project
746-35 BISD FNS Roof Repairs

Dates	Description	Amount
	Structural engineering fee for the BISD Food Nutrition Services Building Roof Repairs: $25,000.00 Purchase Order No. P339969	
	Schematic Design(15%) $3,750.00 complete thru 100%:	$3,750.00
	Design Development(20%) $5,000.00 complete thru 100%:	$5,000.00
	Construction Documents(40%) $10,000.00 complete thru 100%:	$10,000.00
	Bidding (5%) $1,250.00 complete thru 100%	$1,250.00
	Construction Administration(20%) $5,000.00 complete thru 62%:	$3,100.00
	Subtotal:	$23,100.00
	Less previously invoiced:	-$22,500.00
	Total Now Due	$600.00

Thank you for your business!

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/2020

Item Title: Payment to Contractor
Victoria Air Conditioning, LTD
Rivera ECHS – HVAC & LED Lighting Upgrade

X **Action**
___ **Information**
___ **Discussion**

BACKGROUND:

Victoria Air Conditioning, LTD	**Rivera ECHS - HVAC & LED Ligthing Upgrade**		Payment #7
	Original Contract Fee Amount:		$3,434,900.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$3,434,900.00
	Total Completed & Stored to Date:		$2,966,124.02
	Retainage:		
	5% Retainage of Complete Work:	$148,306.24	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$148,306.24	
	Total Earned Less Retainage:		$2,817,817.78
	Less Previous Certificates of Payment:		$2,609,061.22
	Current Payment Due:		**$208,756.56**
	Balance to Finish Plus Retainage:		$617,082.22

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $208,756.56

RECOMMENDATION:

Recommend approval of Payment #7 for $208,756.56 as partial payment to Victoria Air Conditioning, LTD, for Construction Services work completed on the Rivera ECHS – HVAC & LED Lighting Upgrade project to be paid from Maintenance Tax Note Fund 189.

Fernando E Villarreal
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent
8/27/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

SIGMA HN
ENGINEERS, PLLC

701 S 15th St
McAllen, TX 78501
(956) 332-3206

August 12, 2020

Fernando Villarreal
Brownsville ISD Facilities/Maintenance
4350 Morrison Road
Brownsville, TX 78526

Re: Brownsville ISD Rivera Early College High School
HVAC & Lighting Improvements CSP # 20-120
Payment Application #7

Dear Mr. Villarreal,

We reviewed payment application #7 dated 08/06/2020 for the amount of $208,756.56, and we take no exceptions.

Best Regards,

J. Gabriel Hinojosa, PE, LEED AP
Principal

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: Brownsville ISD

PROJECT: Rivera ECHS HVAC and Lighting Upgrade - Brownsville ISD PO# P355823
1900 E. Price Rd
Brownsville, TX 78521

APPLICATION NO: 0007
PERIOD FROM: 8/1/2020
PERIOD TO: 8/15/2020
PROJECT NO: 45190
ARCH PROJ NO:
CONTRACT DATE: 12/6/19
APPLICATION DATE: 8/6/2020
INVOICE NO.:

Distribution To:
___ OWNER
___ ARCHITECT
___ CONTRACTOR
___
___

SUBMITTED FROM: Victoria Air Conditioning, LTD.
P.O. Box 3882
200 S Ben Jordan
Victoria, Texas 77901

ARCHITECT: SIGMA Engineers, PLLC
701 S. 15th Street
McAllen, Texas 78501

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

ORIGINAL CONTRACT SUM	$	3,434,900.00
NET CHANGE BY CHANGE ORDERS	$	0.00
CONTRACT SUM TO DATE	$	3,434,900.00
TOTAL COMPLETED AND STORED TO DATE	$	2,966,124.02
RETAINAGE:		
5.00% OF COMPLETED WORK	$	148,306.24
0.00% OF STORED MATERIAL	$	0.00
TOTAL RETAINAGE	$	148,306.24
TOTAL EARNED LESS RETAINAGE	$	2,817,817.78
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	$	0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	2,609,061.22
CURRENT PAYMENT DUE	$	208,756.56
BALANCE TO FINISH INCLUDING RETAINAGE	$	617,082.22

(See Attached Pages for Original Contract and Change Order Breakdown.)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were payments have been received from Owner, and the current payment shown herein is now due.

CONTRACTOR: Victoria Air Conditioning, LTD.

By: _____ Date: 8/6/2020
Rebecca Doebbler, CFO

State of: Texas
County of: Victoria

Subscribed and sworn to before me this 6 day of August 20 20

NOTARY PUBLIC:
Signed: _____
My Commission Expires: 5/9/23

JENNIFER MARR
Notary Public
Notary ID# 12861414-1
State of Texas
Comm. Exp. 05-09-2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Construction Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 208,756.56

(Attach explanation if amount certified differs from the amount applied for. initial all figures on this application and on the Continuation Sheets that changed to conform to the amount certified.)

ARCHITECT: SIGMA Engineers, PLLC

By: _____ Date: 8/12/2020

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.

FROM: 200 S. Ben Jordan
P.O. Box 3882
Victoria, TX 77901
Ph. (361) 578-5241.....Fax 576-0811

ORIGINAL CONTRACT PAGE 1

PROJECT: Rivera ECHS HVAC and Lighting Upgrade - Brownsville ISD PO# P355823

PROJECT NO: 45190

APPLICATION NUMBER: 0007
APPLICATION DATE: 8/6/2020
PERIOD FROM: 8/1/2020
PERIOD TO: 8/15/2020

CONTRACT FOR:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS APPLICATION	THIS APPLICATION					
				WORK IN PLACE	STORED MATERIALS				
45190-001	Bond	35,000.00	35,000.00	0.00	0.00	35,000.00	100.0%	0.00	1,750.00
45190-002	Contingency Allowance	100,000.00	12,780.00	0.00	0.00	12,780.00	12.8%	87,220.00	639.00
45190-003	Project Award Mobilization	103,047.00	103,047.00	0.00	0.00	103,047.00	100.0%	0.00	5,152.35
45190-004	Onsite Mobilization	103,047.00	103,047.00	0.00	0.00	103,047.00	100.0%	0.00	5,152.36
45190-005	HVAC Equipment	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-006	DX RTU's and Energy Recovery Units - Material	688,080.00	688,080.00	0.00	0.00	688,080.00	100.0%	0.00	34,404.00
45190-007	DX RTU's and Energy Recovery Units - Labor	193,795.00	151,160.10	42,634.90	0.00	193,795.00	100.0%	0.00	9,689.75
45190-008	Alternate #2 Extended Warranty RTU's & ERU's	109,615.00	0.00	0.00	0.00	0.00	0.0%	109,615.00	0.00
45190-009	Exhaust Fans - Material	46,940.00	46,940.00	0.00	0.00	46,940.00	100.0%	0.00	2,347.00
45190-010	Exhaust Fans - Labor	34,810.00	34,810.00	0.00	0.00	34,810.00	100.0%	0.00	1,740.50
45190-011	Bipolar Ionization Tubes - Material	38,500.00	38,500.00	0.00	0.00	38,500.00	100.0%	0.00	1,925.00
45190-012	Bipolar Ionization Tubes - Labor	13,420.00	10,467.60	2,281.40	0.00	12,749.00	95.0%	671.00	637.45
45190-013	Air Devices - Material	60.00	60.00	0.00	0.00	60.00	100.0%	0.00	3.00
45190-014	Air Devices - Labor	600.00	600.00	0.00	0.00	600.00	100.0%	0.00	30.00
45190-015	Piping	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-016	Piping - Material	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00
45190-017	Piping - Labor	8,000.00	5,600.00	0.00	0.00	5,600.00	70.0%	2,400.00	280.00
45190-018	Ceiling Work - Material	40,000.00	28,000.00	8,000.00	0.00	36,000.00	90.0%	4,000.00	1,800.00
45190-019	Ceiling Work - Labor	30,000.00	15,000.00	3,000.00	0.00	18,000.00	60.0%	12,000.00	900.00
45190-020	Structural Steel - Material	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00
45190-021	Structural Steel - Labor	10,000.00	6,600.00	3,400.00	0.00	10,000.00	100.0%	0.00	500.00
45190-022	Demolition - Material	12,000.00	12,000.00	0.00	0.00	12,000.00	100.0%	0.00	600.00

45190-023	Demolition - Labor	35,000.00	29,750.00	0.00	0.00	29,750.00	85.0%	5,250.00	1,487.50
45190-024	Start Up & Verification	6,000.00	0.00	4,800.00	0.00	4,800.00	80.0%	1,200.00	240.00
45190-025	O&Ms	500.00	0.00	0.00	0.00	0.00	0.0%	500.00	0.00
45190-026	Demobilization	500.00	0.00	0.00	0.00	0.00	0.0%	500.00	0.00
45190-027	Insulation Sub	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-028	Pipe - Material	4,620.00	0.00	4,620.00	0.00	4,620.00	100.0%	0.00	231.00
45190-029	Pipe - Labor	4,860.00	0.00	4,860.00	0.00	4,860.00	100.0%	0.00	243.00
45190-030	Duct - Material	1,530.00	0.00	1,530.00	0.00	1,530.00	100.0%	0.00	76.50
45190-031	Duct - Labor	2,830.00	0.00	2,830.00	0.00	2,830.00	100.0%	0.00	141.50
45190-032	Controls Sub	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-033	Approved Submittals	9,699.00	9,214.05	290.97	0.00	9,505.02	98.0%	193.98	475.26
45190-034	Equipment to Site	48,495.00	48,495.00	0.00	0.00	48,495.00	100.0%	0.00	2,424.76
45190-035	Installation of Hardware	67,893.00	64,498.35	2,036.79	0.00	66,535.14	98.0%	1,357.86	3,326.76
45190-036	Software & System Programing	38,796.00	31,036.80	5,819.40	0.00	36,856.20	95.0%	1,939.80	1,842.81
45190-037	System Verification & Close Out	29,097.00	11,638.80	5,819.40	0.00	17,458.20	60.0%	11,638.80	872.91
45190-038	Electrical Sub	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-039	Permit	5,500.00	5,500.00	0.00	0.00	5,500.00	100.0%	0.00	275.00
45190-040	Submittals	3,850.00	3,850.00	0.00	0.00	3,850.00	100.0%	0.00	192.50
45190-041	Stuctured Cabling	4,117.00	0.00	0.00	0.00	0.00	0.0%	4,117.00	0.00
45190-042	Fire Alarm System	13,580.00	424.00	0.00	0.00	424.00	3.1%	13,156.00	21.20
45190-043	Gear - Package	11,000.00	11,000.00	0.00	0.00	11,000.00	100.0%	0.00	550.00
45190-044	Lighting Package	827,156.00	719,625.72	66,172.48	0.00	785,798.20	95.0%	41,357.80	39,289.91
45190-045	Demolition ES - 10	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-046	Material	4,400.00	3,300.00	0.00	0.00	3,300.00	75.0%	1,100.00	165.00
45190-047	Labor	7,700.00	4,389.00	0.00	0.00	4,389.00	57.0%	3,311.00	219.45
45190-048	Demolition ED - 1.0 Area 1St G,F,E,D,H	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-049	Material	8,800.00	8,800.00	0.00	0.00	8,800.00	100.0%	0.00	440.00
45190-050	Labor	29,700.00	29,106.00	0.00	0.00	29,106.00	98.0%	594.00	1,455.30
45190-051	Demolition ED - 1.1 Area 1st F,E,A,D	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-052	Material	6,600.00	6,336.00	0.00	0.00	6,336.00	96.0%	264.00	316.80
45190-053	Labor	18,700.00	16,269.00	1,683.00	0.00	17,952.00	96.0%	748.00	897.60
45190-054	Demolition ED - 1.2 Area 1st G	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00

45190-055	Material	2,200.00	550.00	0.00	0.00	550.00	25.0%	1,650.00	27.50
45190-056	Labor	4,950.00	544.50	0.00	0.00	544.50	11.0%	4,405.50	27.23
45190-057	Demolition ED - 1.3 Area 1st B,C, Gym	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-058	Material	4,400.00	2,772.00	0.00	0.00	2,772.00	63.0%	1,628.00	138.60
45190-059	Labor	19,800.00	12,078.00	0.00	0.00	12,078.00	61.0%	7,722.00	603.90
45190-060	Demoliation ED - 1.4 Aera 1st B,D	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-061	Material	3,300.00	561.00	0.00	0.00	561.00	17.0%	2,739.00	28.05
45190-062	Labor	11,000.00	1,100.00	0.00	0.00	1,100.00	10.0%	9,900.00	55.00
45190-063	Demolition ED - 1.5 Aera 2nd E,F,D	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-064	Material	3,300.00	3,300.00	0.00	0.00	3,300.00	100.0%	0.00	165.00
45190-065	Labor	16,500.00	16,500.00	0.00	0.00	16,500.00	100.0%	0.00	825.00
45190-066	Demolition ED - 1.6 Aera 2nd E,F	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-067	Material	2,200.00	1,100.00	0.00	0.00	1,100.00	50.0%	1,100.00	55.00
45190-068	Labor	9,900.00	4,950.00	0.00	0.00	4,950.00	50.0%	4,950.00	247.50
45190-069	Demolition ED 1.7 Roof	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-070	Material	3,300.00	3,300.00	0.00	0.00	3,300.00	100.0%	0.00	165.00
45190-071	Labor	13,200.00	13,200.00	0.00	0.00	13,200.00	100.0%	0.00	660.00
45190-072	Site ES - 1.1	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-073	Material	16,500.00	8,745.00	5,610.00	0.00	14,355.00	87.0%	2,145.00	717.75
45190-074	Labor	77,000.00	54,670.00	7,700.00	0.00	62,370.00	81.0%	14,630.00	3,118.50
45190-075	New E - 1.0 Area 1st G,F,E,D,H	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-076	Material	16,500.00	16,500.00	0.00	0.00	16,500.00	100.0%	0.00	825.00
45190-077	Labor	44,000.00	40,920.00	2,200.00	0.00	43,120.00	98.0%	880.00	2,156.00
45190-078	New E - 1.1 Aera 1st F,E,A,D	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-079	Material	16,500.00	13,200.00	3,300.00	0.00	16,500.00	100.0%	0.00	825.00
45190-080	Labor	38,500.00	23,100.00	7,700.00	0.00	30,800.00	80.0%	7,700.00	1,540.00
45190-081	New E - 1.2 Area 1st G	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-082	Material	5,500.00	1,100.00	0.00	0.00	1,100.00	20.0%	4,400.00	55.00
45190-083	Labor	13,750.00	0.00	0.00	0.00	0.00	0.0%	13,750.00	0.00
45190-084	New E - 1.3 Area 1st C, Gyms	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-085	Material	11,000.00	11,000.00	0.00	0.00	11,000.00	100.0%	0.00	550.00

45190-086	Labor	22,000.00	11,000.00	8,800.00	0.00	19,800.00	90.0%	2,200.00	990.00
45190-087	New E - 1.4 Area 1st C	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-088	Material	11,000.00	2,200.00	0.00	0.00	2,200.00	20.0%	8,800.00	110.00
45190-089	Labor	22,000.00	0.00	0.00	0.00	0.00	0.0%	22,000.00	0.00
45190-090	New E - 1.5 Area 1st B,D	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-091	Material	11,000.00	2,200.00	0.00	0.00	2,200.00	20.0%	8,800.00	110.00
45190-092	Labor	27,500.00	0.00	0.00	0.00	0.00	0.0%	27,500.00	0.00
45190-093	New E - 1.6 Area 1st F,E,D	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-094	Material	16,500.00	16,500.00	0.00	0.00	16,500.00	100.0%	0.00	825.00
45190-095	Labor	44,000.00	38,720.00	4,400.00	0.00	43,120.00	98.0%	880.00	2,156.00
45190-096	New E - 1.7 Area 2nd F,E	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-097	Material	11,893.00	11,893.00	0.00	0.00	11,893.00	100.0%	0.00	594.65
45190-098	Labor	33,000.00	16,500.00	10,890.00	0.00	27,390.00	83.0%	5,610.00	1,369.50
45190-099	New E - 1.8 Concession	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-100	Material	3,300.00	0.00	0.00	0.00	0.00	0.0%	3,300.00	0.00
45190-101	Labor	6,600.00	0.00	0.00	0.00	0.00	0.0%	6,600.00	0.00
45190-102	New E - 1.9 Roof	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-103	Material	16,500.00	11,055.00	5,445.00	0.00	16,500.00	100.0%	0.00	825.00
45190-104	Labor	39,204.00	32,931.36	3,920.40	0.00	36,851.76	94.0%	2,352.24	1,842.59
45190-105	Roofing Sub	17,316.00	17,316.00	0.00	0.00	17,316.00	100.0%	0.00	865.80
45190-106	Pier Sub	31,950.00	31,950.00	0.00	0.00	31,950.00	100.0%	0.00	1,597.50
Original Contract Totals or Page 1 Total		**3,434,900.00**	**2,746,380.28**	**219,743.74**	**0.00**	**2,966,124.02**	**86.4%**	**468,775.98**	**148,306.24**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/2020

Item Title: Payment to Contractor
Schneider Electric
Design-Build HVAC & Controls Replacement, Phase II

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:		Amount:
	Design-Build - HVAC & Controls Replacement, Phase II		Payment #10
Schneider Electric	Original Contract Fee Amount:		$7,361,254.00
	Net Change by Change Orders		($199,803.00)
	Contract Sum to Date:		$7,161,451.00
	Total Completed & Stored to Date:		$7,148,402.58
	Retainage:		
	5% Retainage of Complete Work:	$357,420.13	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$357,420.13	
	Total Earned Less Retainage:		$6,790,982.45
	Less Previous Certificates of Payment:		$6,688,919.09
	Current Payment Due:		**$102,063.36**
	Balance to Finish Plus Retainage:		$370,468.55

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $102,063.36

RECOMMENDATION:

Recommend approval of Payment #10 for $102,063.36 as partial payment to Schneider Electric for Construction Services work completed on the Design-Build HVAC/Controls Replacement, Phase II to be paid from Maintenance Tax Note Fund 189.

F Villarreal
Fernando E Villarreal
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent 8/27/20

Approved for Submission to Board of Education:

Rene Gutierrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

119 W. Van Buren Ave. Ste. 101
Harlingen, TX 78550
Off: (956) 230-3435
Fax: (956) 720-0830
www.ethoseng.net

June 17, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

RE: BISD Design-Build HVAC Phase II – Energy Efficiency and Conservation Contract

In accordance with the contract documents, based on the site observations and the data, comprising the application, Ethos Engineering certifies to the Owner that to the best of our knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the contract documents, and the Contractor (Schneider Electric Buildings Americas, Inc.) is entitled to payment on pay application #10 in the amount of $102,063.36.

Respectfully submitted,

Cesar A. Gonzalez, PE
Principal
Ethos Engineering
C (956) 564.2827
O (956) 230.3435
cgonzalez@ethoseng.net

APPLICATION AND CERTIFICATE FOR PAYMENT ARCHITECT'S PROJECT #: PC18P0041 PAGE: 1 of 3

TO: Brownsville Independent School District
Attn: Fernando Villarreal
3750 Robindale Road
Brownsville, TX 78526

FROM: Schneider Electric Buildings Americas, Inc.
P.O. Box 841868
Dallas, Texas 75284-1868

PROJECT NAME/LOCATION(CITY,STATE)
Brownsvillle ISD PH 2

Wire Transfer
Schneider Electric Buildings Americas, Inc.
Account# 4426558569
(Wire) Routing# 026009593
(ACH) Routing# 111000012
SWIFT# BOFAUS3N

APPLICATION NO: 10
PERIOD TO: June, 3 2020
APPLICATION DATE: June 3, 2020
CUSTOMER PO #: P326763
CONTRACT DATE: 8/17/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER TOTAL	ADDITIONS 0.00	DEDUCTIONS
APPROVED THIS MONTH Change Order #001	0.00	199,803.00
TOTALS:	0.00	199,803.00
NET CHANGE BY CHANGE ORDERS	(199,803.00)	

1. ORIGINAL CONTRACT SUM	$7,361,254.00
2. NET CHANGE BY CHANGE ORDERS	($199,803.00)
3. CONTRACT SUM TO DATE	$7,161,451.00
4. TOTAL COMPLETED AND STORED TO DATE	$7,148,402.58
5. RETAINAGE:	
A. 5% OF COMPLETED WORK $357,420.13	
B. 5% OF STORED MATERIAL $0.00	
TOTAL RETAINAGE(AMT SHOULD = TOTAL COLUMN J)	$357,420.13
6. TOTAL EARNED LESS RETAINAGE	$6,790,982.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	$6,688,919.09
8. CURRENT PAYMENT DUE	$102,063.36
9. BALANCE TO FINISH, PLUS RETAINAGE	$370,468.55

The undersigned Contractor certifies that to the best of the Contractor'sknowledge, information and belief the work covered by this application forpayment 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: Schneider Electric Buildings Americas, Inc.

BY: _____ DATE: 6/16/2020

STATE OF: TEXAS COUNTY OF: Brazoria
SUBSCRIBED AND SWORN TO BEFORE ME THIS 16th DAY OF June 2020
NOTARY PUBLIC

DENISE RIOS AVILA
Notary Public, State of Texas
Comm. Expires 07-23-2021
Notary ID 12803875-5

MY COMMISSION EXPIRES: July 23, 2021

ARCHITECT'S CERTIFICATION FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$ 102,063.36

ARCHITECT:

By: _____ Date: 6-17-20

592

A	B	C	D	E	F	G	H	I	J
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREV. APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
	BISD Project PH 1B								
	Mechanical & Automation								
1	***Project Total = $7,361,254***								
2	***Porter HS ($615,419)***								
3	Scope Dev and Engineering	29,136.00	29,136.00	0.00	0.00	29,136.00	100.00	0.00	1,456.80
4	Construction Management	41,199.00	40,787.01	411.99	0.00	41,199.00	100.00	0.00	2,059.95
5	Training, Tools, Warranty	7,478.00	7,403.22	74.78	0.00	7,478.00	100.00	0.00	373.90
6	Bonding and Insurance	7,206.00	7,206.00	0.00	0.00	7,206.00	100.00	0.00	360.30
7	M&V	4,326.00	4,282.74	43.26	0.00	4,326.00	100.00	0.00	216.30
8	HVAC Replacements	526,074.00	520,813.26	5,260.74	0.00	526,074.00	100.00	0.00	26,303.70
9	**This Period Total**	**615,419.00**		**5,790.77**	**0.00**	**615,419.00**		**0.00**	**30,770.95**
10	***Besteiro MS ($2,222,308)***								
11	Scope Dev and Engineering	105,209.00	105,209.00	0.00	0.00	105,209.00	100.00	0.00	5,260.45
12	Construction Management	148,772.00	141,333.40	5,950.88	0.00	147,284.28	99.00	1,487.72	7,364.21
13	Training, Tools, Warranty	27,003.00	25,652.85	1,080.12	0.00	26,732.97	99.00	270.03	1,336.65
14	Bonding and Insurance	26,022.00	26,022.00	0.00	0.00	26,022.00	100.00	0.00	1,301.10
15	M&V	15,621.00	15,308.58	156.21	0.00	15,464.79	99.00	156.21	773.24
16	HVAC Replacements	1,563,614.00	1,547,977.86	0.00	0.00	1,547,977.86	99.00	15,636.14	77,398.89
17	Automation Installation	336,067.00	268,853.60	54,220.50	0.00	323,074.10	96.13	12,992.90	16,153.71
18	**This Period Total**	**2,222,308.00**		**61,407.71**	**0.00**	**2,191,765.00**		**30,543.00**	**109,588.25**
19	***Garcia MS ($1,228,702)***								
20	Scope Dev and Engineering	58,172.00	58,172.00	0.00	0.00	58,172.00	100.00	0.00	2,908.60
21	Construction Management	82,255.00	78,142.25	822.55	0.00	78,964.80	96.00	3,290.20	3,948.24
22	Training, Tools, Warranty	14,929.00	14,182.55	149.29	0.00	14,331.84	96.00	597.16	716.59
23	Bonding and Insurance	14,387.00	14,387.00	0.00	0.00	14,387.00	100.00	0.00	719.35
24	M&V	8,636.00	8,204.20	86.36	0.00	8,290.56	96.00	345.44	414.53
25	HVAC Replacements	685,566.00	678,710.34	0.00	0.00	678,710.34	99.00	6,855.66	33,935.52
26	Automation Installation	364,757.00	218,854.20	32,933.34	0.00	251,787.54	69.03	112,969.46	12,589.38
27	**This Period Total**	**1,228,702.00**		**33,991.54**	**0.00**	**1,104,644.08**		**124,057.92**	**55,232.21**
28	***Lucio MS ($1,398,653)***								
29	Scope Dev and Engineering	66,218.00	66,218.00	0.00	0.00	66,218.00	100.00	0.00	3,310.90
30	Construction Management	93,632.00	91,759.36	0.00	0.00	91,759.36	98.00	1,872.64	4,587.97
31	Training, Tools, Warranty	16,994.00	16,654.12	0.00	0.00	16,654.12	98.00	339.88	832.71
32	Bonding and Insurance	16,377.00	16,377.00	0.00	0.00	16,377.00	100.00	0.00	818.85
33	M&V	9,831.00	9,339.45	0.00	0.00	9,339.45	95.00	491.55	466.97

A	B	C	D	E	F	G	H	I	J
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREV. APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
34	HVAC Replacements	829,019.00	820,728.81	0.00	0.00	820,728.81	99.00	8,290.19	41,036.44
35	Automation Installation	366,582.00	362,916.18	0.00	0.00	362,916.18	99.00	3,665.82	18,145.81
36	**This Period Total**	**1,398,653.00**		**0.00**	**0.00**	**1,383,992.92**		**14,670.08**	**69,199.65**
37									
38									
39									
40									
41	**BISD Project PH 1B**								
42	**Mechanical & Automation**								
43									
44	***Paredes ES ($1,345,576)***								
45	Scope Dev and Engineering	63,704.00	63,704.00	0.00	0.00	63,704.00	100.00	0.00	3,185.20
46	Construction Management	90,079.00	84,674.26	900.79	0.00	85,575.05	95.00	4,503.95	4,278.75
47	Training, Tools, Warranty	16,350.00	15,369.00	163.50	0.00	15,532.50	95.00	817.50	776.63
48	Bonding and Insurance	15,756.00	15,756.00	0.00	0.00	15,756.00	100.00	0.00	787.80
49	M&V	9,458.00	9,268.84	0.00	0.00	9,268.84	98.00	189.16	463.44
50	HVAC Replacements	818,010.00	809,829.90	0.00	0.00	809,829.90	99.00	8,180.10	40,491.50
51	Automation Installation	332,219.00	302,319.29	0.00	0.00	302,319.29	91.00	29,899.71	15,115.96
52	**This Period Total**	**1,345,576.00**		**1,064.29**	**0.00**	**1,301,985.58**		**43,590.42**	**65,099.28**
53	***Southmost ES ($550,596)***								
54	Scope Dev and Engineering	26,068.00	26,068.00	0.00	0.00	26,068.00	100.00	0.00	1,303.40
55	Construction Management	36,859.00	36,490.41	368.59	0.00	36,859.00	100.00	0.00	1,842.95
56	Training, Tools, Warranty	6,690.00	6,623.10	66.90	0.00	6,690.00	100.00	0.00	334.50
57	Bonding and Insurance	6,447.00	6,447.00	0.00	0.00	6,447.00	100.00	0.00	322.35
58	M&V	3,870.00	3,831.30	38.70	0.00	3,870.00	100.00	0.00	193.50
59	HVAC Replacements	268,988.00	266,298.12	2,689.88	0.00	268,988.00	100.00	0.00	13,449.40
60	Automation Installation	201,674.00	199,657.26	2,016.74	0.00	201,674.00	100.00	0.00	10,083.70
61	**This Period Total**	**550,596.00**		**5,180.81**	**0.00**	**550,596.00**		**0.00**	**27,529.80**
63	**Credit on Equipment**								
64	*Besteiro MS (40,724)*	(30,543.00)	0.00	(30,543.00)	0.00	(30,543.00)	100.00		
65	*Garcia MS (118,356)*	(108,175.00)	0.00	(108,175.00)	0.00	(108,175.00)	100.00		
66	*Lucio MS (40,723)*	(30,543.00)	0.00	(30,543.00)	0.00	(30,543.00)	100.00		
67	*Paredes ES (30543)*	(30,542.00)	0.00	(30,542.00)	0.00	(30,542.00)	100.00		
68	***Total on Credits***	**(199,803.00)**							
69									
	TOTAL	7,361,254.00	7,040,967.46	107,435.12	0.00	7,148,402.58	97.11	212,861.42	357,420.14

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/2020

Item Title: Payment to Contractor
ZIWA Corporation
Veterans ECHS-Visitors Restrooms Facilities

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:		Amount:
	Veterans ECHS - Visitors Restrooms Facilities		Payment #4
ZIWA Corporation	Original Contract Fee Amount:		$837,500.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$837,500.00
	Total Completed & Stored to Date:		$331,043.00
	Retainage:		
	5% Retainage of Complete Work:	$16,552.15	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$16,552.15	
	Total Earned Less Retainage:		$314,490.85
	Less Previous Certificates of Payment:		$256,195.05
	Current Payment Due:		**$58,295.80**
	Balance to Finish Plus Retainage:		$523,009.15

FISCAL IMPLICATIONS:

Tax Ratification Election Fund 197: $58,295.80

RECOMMENDATION:

Recommend approval of Payment #4 for $58,295.80 as Partial payment to ZIWA Corporation for Construction Services work completed on the Veterans ECHS-Visitors Restroom Facilities Project to be paid from Tax Ratification Election Fund 197.

Martin Espinosa
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect /CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent

8/27/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

GMS ARCHITECTS

July 21, 2020

Mr. Martin Espinosa
Brownsville Independent School District
4350 Morrison Rd.
Brownsville, Texas 78526

Re: Veterans Memorial ECHS Restrooms and Concession Stand Project

Dear Mr. Espinosa:

Attached to this correspondence is Ziwa Corporations Application and Certification for Payment Four (4). This covers work completed or stored for the above referenced project thru July 31, 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

8/20/2020 Approved

1150 Paredes Line Rd,
Brownsville, TX 78521
P 956.546.0110
F 956.546.0196
www.gmsarchitects.com

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	Brownsville Independent School District 1900 Price Rd. Brownsville, Tx 78520	**PROJECT:**	Veterans Memorial ECHS Visitors Restroom Facilities 4550 US 281, Brownsville TX 78520	**APPLICATION NO:** 004 **PERIOD TO:** July 31, 2020 **CONTRACT FOR:** General Construction **CONTRACT DATE:** **PROJECT NOS:** GMS / 20-002 / 20-0125	**Distribution to:** OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
FROM CONTRACTOR:	Ziwa Corporation 1952 S. Price Rd Brownsville, Tx 78521	**VIA ARCHITECT:**			

EP20026

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$837,500.00
2. NET CHANGE BY CHANGE ORDERS		$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$837,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$331,043.00
5. RETAINAGE:		
a. 5.00 % of Completed Work (Column D + E on G703)	$16,552.15	
b. 5.00 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$16,552.15
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$314,490.85
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$256,195.05
8. CURRENT PAYMENT DUE		$58,295.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$523,009.15	

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

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: _____ Date: July 14, 2020

State of: Texas

County of: Cameron

Subscribed and sworn to before me this 14 day of July 2020

Notary Public: Irma E Capistran

My Commission expires: September 15, 2023

IRMA ELIZABETH CAPISTRAN
Notary ID #128737205
My Commission Expires
September 15, 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $58,295.80

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 7/20/2020

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.

8/10/2020

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User Notes:

(3B9ADA61)

AIA® Document G703® – 1992

Continuation Sheet

AIA Document, G702®–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	004
APPLICATION DATE:	July 14, 2020
PERIOD TO:	July 31, 2020
ARCHITECT'S PROJECT NO:	

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	General Conditions	69,260.00	32,943.00	12,500.00	0.00	45,443.00	65.61%	23,817.00	0.00
	Construction Permit	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00%	0.00	0.00
	Insurance	9,000.00	3,150.00	1,900.00	0.00	5,050.00	56.11%	3,950.00	0.00
	P&P Bonds	12,550.00	12,550.00	0.00	0.00	12,550.00	100.00%	0.00	0.00
	Mobilization & Demobilization	6,000.00	3,000.00	0.00	0.00	3,000.00	50.00%	3,000.00	0.00
	Betterment Allowance	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	0.00
	MEP Allowance	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
	Structural Rebar Allowance	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
	Site Work	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Erosion Control	5,248.00	3,750.00	400.00	0.00	4,150.00	79.08%	1,098.00	0.00
	Demolition	9,192.00	9,192.00	0.00	0.00	9,192.00	100.00%	0.00	0.00
	Storm Drainage	3,264.00	0.00	3,264.00	0.00	3,264.00	100.00%	0.00	0.00
	Sanitary Sewer	13,518.00	0.00	10,000.00	0.00	10,000.00	73.98%	3,518.00	0.00
	Waterline	10,148.00	0.00	0.00	0.00	0.00	0.00%	10,148.00	0.00
	Fill for Concrete Paving	11,781.00	0.00	5,500.00	0.00	5,500.00	46.69%	6,281.00	0.00
	Concrete Paving	71,467.00	0.00	0.00	0.00	0.00	0.00%	71,467.00	0.00
	Subgrade Compaction	8,368.00	0.00	2,200.00	0.00	2,200.00	26.29%	6,168.00	0.00
	Bulding Pad	20,294.00	20,294.00	0.00	0.00	20,294.00	100.00%	0.00	0.00
	Swale & Final Grading	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	0.00
	Landscaping	43,100.00	2,600.00	0.00	0.00	2,600.00	6.03%	40,500.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Concrete Foundation	34,000.00	34,000.00	0.00	0.00	34,000.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	CMU	47,000.00	40,000.00	7,000.00	0.00	47,000.00	100.00%	0.00	0.00
	Brick	21,000.00	0.00	0.00	0.00	0.00	0.00%	21,000.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Handrails	7,000.00	0.00	0.00	0.00	0.00	0.00%	7,000.00	0.00
	Metal Canopy	5,800.00	0.00	0.00	0.00	0.00	0.00%	5,800.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Wood Blocking	5,100.00	0.00	3,000.00	0.00	3,000.00	58.82%	2,100.00	0.00
	Roof & Soffit Framing	8,300.00	0.00	6,000.00	0.00	6,000.00	72.29%	2,300.00	0.00
	Roof Trusses	9,600.00	0.00	9,600.00	0.00	9,600.00	100.00%	0.00	0.00
	Millwork	8,600.00	0.00	0.00	0.00	0.00	0.00%	8,600.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Insulation	9,000.00	0.00	0.00	0.00	0.00	0.00%	9,000.00	0.00
	Metal Roof	39,000.00	0.00	0.00	0.00	0.00	0.00%	39,000.00	0.00
	Down Spouts	2,300.00	0.00	0.00	0.00	0.00	0.00%	2,300.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Metal Doors, Frames & Hardware	24,500.00	8,000.00	0.00	0.00	8,000.00	32.65%	16,500.00	0.00
	Rolling Door	5,900.00	0.00	0.00	0.00	0.00	0.00%	5,900.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Interior Ceiling	7,500.00	0.00	0.00	0.00	0.00	0.00%	7,500.00	0.00
	Interior & Exterior Paint	26,000.00	0.00	0.00	0.00	0.00	0.00%	26,000.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Toilet Partitions	16,000.00	0.00	0.00	0.00	0.00	0.00%	16,000.00	0.00
	Exterior Door Signs	500.00	0.00	0.00	0.00	0.00	0.00%	500.00	0.00
	Bronze Plaque	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
	Restroom Accessories	7,100.00	0.00	0.00	0.00	0.00	0.00%	7,100.00	0.00
	Fire Extinguishers & Cabinets	410.00	0.00	0.00	0.00	0.00	0.00%	410.00	0.00

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Plumbing	94,000.00	58,000.00	0.00	0.00	58,000.00	61.70%	36,000.00	0.00
	HVAC	32,500.00	0.00	0.00	0.00	0.00	0.00%	32,500.00	0.00
	Electrical	79,000.00	40,000.00	0.00	0.00	40,000.00	50.63%	39,000.00	0.00
	GRAND TOTAL	**$837,500.00**	**$269,679.00**	**$61,364.00**	**$0.00**	**$331,043.00**	**39.53%**	**$506,457.00**	**$0.00**

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User Notes:

(3B9ADA5B)

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/2020

Item Title: Payment to Contractor
ZIWA Corporation
Veterans ECHS-Visitors Restrooms Facilities

X Action
___ Information
___ Discussion

BACKGROUND:

Firm:	Project:		Amount:
	Veterans ECHS - Visitors Restrooms Facilities		Payment #5
ZIWA Corporation	Original Contract Fee Amount:		$837,500.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$837,500.00
	Total Completed & Stored to Date:		$416,774.00
	Retainage:		
	5% Retainage of Complete Work:	$20,838.70	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$20,838.70	
	Total Earned Less Retainage:		$395,935.30
	Less Previous Certificates of Payment:		$314,490.85
	Current Payment Due:		**$81,444.45**
	Balance to Finish Plus Retainage:		$441,564.70

FISCAL IMPLICATIONS:

Tax Ratification Election Fund 197: $81,444.45

RECOMMENDATION:

Recommend approval of Payment #5 for $81,444.45 as Partial payment to ZIWA Corporation for Construction Services work completed on the Veterans ECHS-Visitors Restroom Facilities Project to be paid from Tax Ratification Election Fund 197.

Martin Espinosa
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect /CFO

Dr. Nereida Cantu 8/27/20
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

GMS ARCHITECTS

August 19, 2020

Mr. Martin Espinosa
Brownsville Independent School District
4350 Morrison Rd.
Brownsville, Texas 78526

Re: Veterans Memorial ECHS Restrooms and Concession Stand Project

Dear Mr. Espinosa:

Attached to this correspondence is Ziwa Corporations Application and Certification for Payment Five (5). This covers work completed or stored for the above referenced project thru August 31, 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

08/20/2020
approved

1150 Paredes Line Rd,
Brownsville, TX 78521
P 956.546.0110
F 956.546.0196
www.gmsarchitects.com

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	Brownsville Independent School District 1900 Price Rd. Brownsville, Tx 78520	**PROJECT:**	Veterans Memorial ECHS Visitors Restroom Facilities 4550 US 281, Brownsville TX 78520	**APPLICATION NO:** 005 **PERIOD TO:** August 31, 2020 **CONTRACT FOR:** General Construction **CONTRACT DATE:** **PROJECT NOS:** GMS / 20-002 / 20-0125	**Distribution to:** OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
FROM CONTRACTOR:	Ziwa Corporation 1952 S. Price Rd Brownsville, Tx 78521	**VIA ARCHITECT:**			

EP20026.

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		$837,500.00
2. NET CHANGE BY CHANGE ORDERS		$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$837,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$416,774.00
5. RETAINAGE:		
a. 5.00 % of Completed Work (Column D + E on G703)	$20,838.70	
b. 5.00 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$20,838.70
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$395,935.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$314,490.85
8. CURRENT PAYMENT DUE		$81,444.45
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$441,564.70	

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

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: _____ Date: August 06, 2020

State of: Texas

County of: Cameron

Subscribed and sworn to before me this 6th day of August 2020

Notary Public: Irma Elizabeth Capistran

My Commission expires: September 15, 2023

IRMA ELIZABETH CAPISTR
Notary ID #128737205
My Commission Expires
September 15, 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $81,444.45

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 8/19/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

8/20/2020

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User Notes:

AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	005
APPLICATION DATE:	August 14, 2020
PERIOD TO:	August 31, 2020
ARCHITECT'S PROJECT NO:	

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	General Conditions	69,260.00	45,443.00	7,666.00	0.00	53,109.00	76.68%	16,151.00	0.00
	Construction Permit	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00%	0.00	0.00
	Insurance	9,000.00	5,050.00	1,000.00	0.00	6,050.00	67.22%	2,950.00	0.00
	P&P Bonds	12,550.00	12,550.00	0.00	0.00	12,550.00	100.00%	0.00	0.00
	Mobilization & Demobilization	6,000.00	3,000.00	0.00	0.00	3,000.00	50.00%	3,000.00	0.00
	Betterment Allowance	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	0.00
	MEP Allowance	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
	Structural Rebar Allowance	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
	Site Work	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Erosion Control	5,248.00	4,150.00	150.00	0.00	4,300.00	81.94%	948.00	0.00
	Demolition	9,192.00	9,192.00	0.00	0.00	9,192.00	100.00%	0.00	0.00
	Storm Drainage	3,264.00	3,264.00	0.00	0.00	3,264.00	100.00%	0.00	0.00
	Sanitary Sewer	13,518.00	10,000.00	3,518.00	0.00	13,518.00	100.00%	0.00	0.00
	Waterline	10,148.00	0.00	10,148.00	0.00	10,148.00	100.00%	0.00	0.00
	Fill for Concrete Paving	11,781.00	5,500.00	6,281.00	0.00	11,781.00	100.00%	0.00	0.00
	Concrete Paving	71,467.00	0.00	0.00	0.00	0.00	0.00%	71,467.00	0.00
	Subgrade Compaction	8,368.00	2,200.00	6,168.00	0.00	8,368.00	100.00%	0.00	0.00
	Bulding Pad	20,294.00	20,294.00	0.00	0.00	20,294.00	100.00%	0.00	0.00
	Swale & Final Grading	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	0.00
	Landscaping	43,100.00	2,600.00	0.00	0.00	2,600.00	6.03%	40,500.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Concrete Foundation	34,000.00	34,000.00	0.00	0.00	34,000.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	CMU	47,000.00	47,000.00	0.00	0.00	47,000.00	100.00%	0.00	0.00
	Brick	21,000.00	0.00	0.00	0.00	0.00	0.00%	21,000.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Handrails	7,000.00	0.00	0.00	0.00	0.00	0.00%	7,000.00	0.00
	Metal Canopy	5,800.00	0.00	0.00	0.00	0.00	0.00%	5,800.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Wood Blocking	5,100.00	3,000.00	2,100.00	0.00	5,100.00	100.00%	0.00	0.00
	Roof & Soffit Framing	8,300.00	6,000.00	2,300.00	0.00	8,300.00	100.00%	0.00	0.00
	Roof Trusses	9,600.00	9,600.00	0.00	0.00	9,600.00	100.00%	0.00	0.00
	Millwork	8,600.00	0.00	0.00	0.00	0.00	0.00%	8,600.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Insulation	9,000.00	0.00	5,500.00	0.00	5,500.00	61.11%	3,500.00	0.00
	Metal Roof	39,000.00	0.00	3,100.00	0.00	3,100.00	7.95%	35,900.00	0.00
	Down Spouts	2,300.00	0.00	0.00	0.00	0.00	0.00%	2,300.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Metal Doors, Frames & Hardware	24,500.00	8,000.00	0.00	0.00	8,000.00	32.65%	16,500.00	0.00
	Rolling Door	5,900.00	0.00	0.00	0.00	0.00	0.00%	5,900.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Interior Ceiling	7,500.00	0.00	0.00	0.00	0.00	0.00%	7,500.00	0.00
	Interior & Exterior Paint	26,000.00	0.00	6,500.00	0.00	6,500.00	25.00%	19,500.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Toilet Partitions	16,000.00	0.00	0.00	0.00	0.00	0.00%	16,000.00	0.00
	Exterior Door Signs	500.00	0.00	0.00	0.00	0.00	0.00%	500.00	0.00
	Bronze Plaque	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
	Restroom Accessories	7,100.00	0.00	0.00	0.00	0.00	0.00%	7,100.00	0.00
	Fire Extinguishers & Cabinets	410.00	0.00	0.00	0.00	0.00	0.00%	410.00	0.00

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User Notes:
(3B9ADA5B)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Plumbing	94,000.00	58,000.00	8,000.00	0.00	66,000.00	70.21%	28,000.00	0.00
	HVAC	32,500.00	0.00	7,800.00	0.00	7,800.00	24.00%	24,700.00	0.00
	Electrical	79,000.00	40,000.00	15,500.00	0.00	55,500.00	70.25%	23,500.00	0.00
	GRAND TOTAL	**$837,500.00**	**$331,043.00**	**$85,731.00**	**$0.00**	**$416,774.00**	**49.76%**	**$420,726.00**	**$0.00**

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(3B9ADA5B)

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/20

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:

- July 16 - 29, 2020, invoice #21436, $ 2,322.00

FISCAL IMPLICATIONS:

RECOMMENDATION:

Recommend approval for payment in the amount of $ 2,322.00 to O'Hanlon, Demerath & Castillo for legal services.

Dr. René Gutiérrez
Submitted by: Superintendent

Recommended by: Asst. Supt./CFO

Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

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

RECEIVED
AUG 24 2020
Superintendent's Office

August 21, 2020
In Reference To: General Legal Services
Invoice #21436

Professional Services

			Rate	Hours	Amount
Contracts					
7/21/2020	KTO	Phone call with Superintendent Gutierrez re contract issue	$215.00/hr	0.30	$64.50
SUBTOTAL:				[0.30	$64.50]
General					
7/16/2020	KTO	Phone calls with Superintendent Gutierrez; draft letter to TEA re Sylvia Atkinson	$215.00/hr	1.70	$365.50
7/17/2020	KTO	Phone calls with Superintendent Gutierrez and follow up on letter to TEA re Dr. Atkinson	$215.00/hr	1.00	$215.00
7/20/2020	BC	Review and modifications to opinion letter RE; Open meetings Act.	$215.00/hr	1.50	$322.50
7/29/2020	KTO	Phone call with Superintendent Gutirrez and staff re: Paxton letter and potential litigation; review statutory authority of TEA	$215.00/hr	2.30	$494.50
SUBTOTAL:				[6.50	$1,397.50]
Personnel					
7/17/2020	ER	Research into matter related to adequacy of notice of posted positions for hiring on public agenda.	$215.00/hr	2.00	$430.00

			Rate	Hours	Amount
7/20/2020	ER	Draft memo on matters related to adequacy of notice posted on pubic agendas for hiring of certain positions.	$215.00/hr	2.00	$430.00
		SUBTOTAL:		[4.00	$860.00]
		For professional services rendered		10.80	$2,322.00
		Balance due			$2,322.00

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/20

Item Title: Budget Amendment #014

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

The Career and Technical Education (CTE) Department is requesting CTE State Categorical funding to be allocated to a Function 11 – Instruction, due to recent changes related to COVID -19.

All Career and Technical Student Organization (CTSOs) will be held virtually this school year, therefore funds that were originally designated for student co-curricular/extracurricular are available to be utilized for expenditures directly related to classroom instruction and other activities that deliver, enhance or direct the delivery of the learning.

FISCAL IMPLICATIONS:

Fund 164 – State Career and Technical Education

Function 11-Instruction	$	182,700.00
Function 31-Guidance and Counseling Services		(9,500.00)
Function 36-Co-Curricular/Extracurricular Activities		(175,000.00)
Function 51-Maintenance and Operations		1,800.00
	$	-

RECOMMENDATION:

Recommend approval of Budget Amendment #014 in the amount of $184,500.00 for Fund 164 – State Career and Technical Education. (Reallocation)

Dr. Juan Chavez, Jr
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent 8/27/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

9/1/2020 BA#014

FUNCTION	SALARIES	CONTRACTED SERVICES	SUPPLIES & MATERIALS	OTHER MISC. EXPENSES	EQUIPMENT	TOTAL
	6100	**6200**	**6300**	**6400**	**6600**	
11						$ -
12						
13	$ 182,700		$ (175,000)	$ (9,500)	$ 1,800	$ -
21						
23						
31						
32						
33						
34						
36						
41						
51						
52						
53						
61						
81						
TOTAL	$ 182,700	$ -	$ (175,000)	$ (9,500)	$ 1,800	$ -

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 09/01/20

Item Title: Budget Amendment #015

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
A Budget Amendment is necessary to allocate additional funding provided by Senate Bill 500 (SB 500) passed by the 86th Texas Legislature and signed into law by Governor Abbott on June 6, 2019, provides additional special education funding to local educational agencies (LEAs).

SB 500, Section 30(3)(C), provides an amount for special education funding under Strategy A.1.1., FSP – Equalized Operations, to be distributed for each full-time equivalent student in average daily attendance in a special education program, in proportion to the applicable weight for the student under the public school finance system. The purpose of this letter is to inform LEAs about timeline and coding of this additional special education funding provided under SB 500.

FISCAL IMPLICATIONS:
166 – State Special Education Fund

Function 11-Instruction	$	96,891.00

RECOMMENDATION:
Recommend approval of Budget Amendment #015 in the amount of $96,891.00 for Fund 166 – State Special Education Fund. (Fund Balance)

Approved for Submission to Board of Education:

Adriana Lippa
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent 8/27/20

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

9/1/2020 BA#015

FUNCTION	SALARIES	CONTRACTED SERVICES	SUPPLIES & MATERIALS	OTHER MISC. EXPENSES	EQUIPMENT	TOTAL
	6100	**6200**	**6300**	**6400**	**6600**	
11		$ 96,891				$ 96,891
12						
13						
21						
23						
31						
32						
33						
34						
36						
41						
51						
52						
53						
61						
81						
TOTAL	$ -	$ 96,891	$ -	$ -	$ -	$ 96,891

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 09/01/2020

Item Title: 800 MHZ Trunked Radio System MOU with Rio Grande Valley Communications Group

X Action
Information
Discussion

BACKGROUND:

Memorandum of Understanding between Rio Grande Valley Communications Group (RGVCG) and the Brownsville Independent School District Police & Security Dept. for the use of trunked 800 MHz public safety radio system owned by Rio Grande Valley Communications Group and licensed by the FCC that enables the engagement of radio communications via radio units in accordance with technical specifications.

FISCAL IMPLICATIONS:

Quantity of Radios: 250
Airwave fee per radio: $12 per radio per month = $144 per unit
Total Airwave fees (all radios): $3,600.00/month and $43, 200.00/annual

RECOMMENDATION:

Recommend approval of the Memorandum of Understanding between Rio Grande Valley Communications Group (RGVCG) and the Brownsville Independent School District Police & Security Dept. for the use of 800 MHz Public Safety Radio System. Not to exceed the annual amount of $43, 200.00.

Oscar Garcia
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent 8/27/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Friday, August 21, 2020 8:57 AM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: 3rd Request: Agenda Item for September 1, 2020**Radio System**Agenda, MOU Agreement & Signature Page**

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 had already reviewed and approved this item.

Thanks,
Baltazar Salazar

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

On Aug 21, 2020, at 8:04 AM, Sara Celis <scelis@bisd.us> wrote:

Good morning Mr. Salazar,

We are still pending your review and approval of the changes made to the attached.

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.

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INTERLOCAL AGREEMENT
RADIO SERVICE

STATE OF TEXAS §
COUNTY OF CAMERON §

This Agreement made and entered into by and between the **RIO GRANDE VALLEY COMMUNICATIONS GROUP**, a Texas non-profit corporation, (hereinafter sometimes referred to the "RGVCG") and (Brownsville Independent School District Police Department), a (home rule city, political subdivision, department of the State of Texas, federal agency situated in Cameron County, hereinafter sometimes referred to as Brownsville Independent School District Police Department.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

RGVCG

Randy Ashley
Communications Manager
PO Box 220
McAllen, Texas 78501

Brownsville Independent School District
Police Department
Oscar Garcia
Chief of Police
2477 E Price Rd.
Brownsville, Texas 78520

WITNESSETH:

WHEREAS, the RGVCG owns and maintains a multi-site 700/800 megahertz trunked radio system and is duly licensed by the Federal Communications Commission (hereinafter referred to as "FCC") for the operation of same; and

WHEREAS, Brownsville Independent School District Police Department desires to utilize the RGVCG's 700/800 megahertz radio system for government functions, and

WHEREAS, RGVCG is able to accommodate additional radio units on its trunked 700/800 megahertz radio system and is willing to cooperate with Brownsville Independent School District Police Department to affect usage of the system for said purposes; and

WHEREAS, the radio system recurring costs include annual radio maintenance fees, T-1 communication lines, and infrastructure up-grades as required; and

WHEREAS, the RGVCG is hereby furnishing a service related to homeland security activity under this interlocal agreement and as the furnishing local agency is not responsible for any civil liability that arises from the furnishing of the services under this contract; and

WHEREAS, the RGVCG and Brownsville Independent School District Police Department

are authorized to enter into an agreement for the provision of such services pursuant to the provisions of Interlocal Cooperation Act, Texas Government code Ann. § 791.001, et seq.

NOW, THEREFORE, the RGVCG and Brownsville Independent School District Police Department hereby agree to the terms and conditions of this Contract. This Contract consists of the following sections:

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All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

IN WITNESS HEREOF, RGVCG and Brownsville Independent School District Police Department have made and executed this contract in multiple copies, each of which is an original.

RIO GRANDE VALLEY COMMUNICATIONS GROUP

Jeff Johnston, Chairman Date

Attest:

Randy Ashley, Board Secretary

Approved as to form:

Evaristo Garcia, RGVCG Attorney

Brownsville Independent School District

Dr. Rene Gutierrez Date

Brownsville Independent School District Police Department

Oscar Garcia, Chief of Police Date

I. DEFINITIONS

As used in this contract, the following terms shall have the meanings set out below:

"Contract" means the agreement the RGVCG and Brownsville Independent School District Police Department.

"Contract Term" is defined in Article IV.

"RGVCG" is defined in the preamble to this contract and includes its successors and assigns.

"Communications Manager" means the Director of the RGVCG or the designee.

"Regional Radio System" (RRS) means the RGVCG's trunked 700/800 megahertz radio system.

"Radio Unit" or "Unit" means a mobile, stationary, or portable radio communications device, which communicates at certain air wave frequencies.

II. DUTIES OF RGVGC

A. In General

During the Contract Term, RGVCG shall provide radio air time on and support for the Regional Radio System (RRS) for as many as 250 radio units and/or IP consoles. The numbers of units for either primary or back-up dispatch on the regional radio system may be increased by mutual written agreement of the RGVCG and Brownsville Independent School District Police Department.

Within 30 days of Countersignature, the RGVCG shall program the radio unit(s) according to the initial configuration agreeable to the RGVCG Communications Manager and Brownsville Independent School District Police Department. RGVCG may program each radio unit, for a service charge, with the capability to access the regional radio system within 30 days after submittal of such unit to the RGVCG Radio Support Section for programming.

B. Stolen Units

Upon notification that one or more of Brownsville Independent School District Police Department's radio units have been lost or stolen, the RGVGC shall take all reasonable actions to prevent the stolen or lost radio unit from gaining access to the regional radio system.

C. Optional Services

The RGVCG may provide radio repair and installation/removal services at Brownsville Independent School District Police Department's written request in accordance with the current radio systems management price list (updated annually in September).

III. DUTIES OF Brownsville Independent School District Police Department

A. Procurement of Radio and Console Units

It is understood that Brownsville Independent School District Police Department must procure its own radio and/or console units, which must be compatible with the regional radio system (P25 Compliant and 700/800 capable), and is responsible for the maintenance of its radio and console units.

B. T1 Communications Lines

It is understood that Brownsville Independent School District Police Department must provide and maintain its own T1 lines, if needed, between Brownsville Independent School District Police Department and the Core location at 201 N. 21st Street, McAllen, Texas.

C. Stolen Units

Brownsville Independent School District Police Department shall notify the RGVCG when one or more unit(s) have been stolen or lost within 24 hours of Brownsville Independent School District Police Department's discovery that the unit(s) have been lost or stolen.

D. Payment of Airtime

Brownsville Independent School District Police Department shall pay the RGVCG for the access to the regional radio system provided herein at a rate of ($11.00 per unit, per month full-time or $3.00 per unit, per month part-time) radio and/or console air time and support. Brownsville Independent School District Police Department shall prepay these yearly charges in full at the beginning of the Contract Term and each renewal thereof, based upon the number of radio units then in service. Should Brownsville Independent School District Police Department change the number of radio units in service during the Contract Term, the following provisions shall apply:

1. In the event the number of Brownsville Independent School District Police Department radio units in service increases during a Contract Term, the charge for each additional radio unit shall be prorated based upon the remaining fractional part of the current Contract Term. The entire amount owed for the additional radio units, for the time remaining in the then current Contract Term, shall be prepaid to the RGVCG.

2. In the event the number of Brownsville Independent School District Police Department radio units in service decreases during the Contract Term, the RGVCG shall either allow a credit or make a refund to Brownsville Independent School District Police Department for a prorated portion of the prepaid fee based on the remaining fractional part of the current Contract Term. The credit/refund allowed will be accomplished within sixty (60) days of the date Brownsville Independent School District Police Department gives the RGVCG written notice of its decrease in the number of radio units it has in service.

3. Prorated portions of the Contract Term shall be calculated on a monthly basis with fractions rounded to the nearest whole month.

4. Brownsville Independent School District Police Department, if a part time subscriber, shall have the option to upgrade radio service to full-time use. In the event Brownsville Independent School District Police Department upgrades the radio service to full-time use, a rate of $10.00 per unit, per month shall apply.

E. Payment for Programming

Brownsville Independent School District Police Department shall pay the RGVCG for the programming and activation of Brownsville Independent School District Police Department's radios for use on the regional radio system at a rate of $40.00 per radio, upon initial access to the regional radio system. The entire amount owed for the programming of radio units shall be paid to the RGVCG within sixty (60) days of the invoice date for such services.

As an option, the programming of radio units on the regional radio system can be completed by Brownsville Independent School District Police Department or an approved vendor as authorized by the RGVCG. In the event Brownsville Independent School District Police Department exercises the option to program, or have programmed, its own radios, a Twenty Dollar ($20.00) per radio activation fee shall still apply.

F. Fee Adjustment

It is expressly understood and agreed that the RGVCG may increase the annual fees provided for herein by giving Brownsville Independent School District Police Department written notice of its intention to increase said fees at least ninety (90) days prior to the effective date of the proposed increase. Fee adjustments can only be made at the beginning of an annual contract term unless the initial contract is entered upon after the fee adjustment is approved.

G. Breach

The decision to exercise rights granted by this subsection shall be made by the Governing Board of the RGVCG. If Brownsville Independent School District Police Department commits a breach of this Contract, the Governing Board shall deliver a written notice of breach to Brownsville Independent School District Police Department that specifies the nature of the breach and indicates that unless the breach is cured within thirty (30) days, additional steps shall be taken. A breach in payment of the annual assessment can only be cured by paying that Annual Assessment. If Brownsville Independent School District Police Department does not cure that breach within thirty (30) days of receiving the written notice of breach, Brownsville Independent School District Police Department is in default and the Governing Board shall deliver a

written notice of default to Brownsville Independent School District Police Department that specifies the following:

1. The nature of the default,
2. The date of the notice of breach,
3. The failure of Brownsville Independent School District Police Department to cure timely, and
4. Brownsville Independent School District Police Department 's interest in the RRS is terminated on the effective date stated in the notice if the termination is approved by the Governing Board unless the default is cured by Brownsville Independent School District Police Department paying that Annual Assessment during the first quarter of the next budget cycle after that in which the breach occurred

If Brownsville Independent School District Police Department fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the RGVCG has given Brownsville Independent School District Police Department written notice of such failure, then Brownsville Independent School District Police Department is in default under this Agreement. In the event of Brownsville Independent School District Police Department's default, the RGVCG has the right to terminate the Agreement, deny Brownsville Independent School District Police Department any service provided by the RGVCG under this Agreement, and retain all moneys paid to the RGVCG pursuant to the terms and conditions of this Agreement as liquidated damages. Each and every right and remedy of the RGVCG and Brownsville Independent School District Police Department are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

Should the RGVCG fail to perform as provided under the terms of this Agreement, Brownsville Independent School District Police Department's sole remedy is termination of this Agreement, and the RGVCG agrees to make a refund to Brownsville Independent School District Police Department of the portion of the pre-paid fee based upon that fractional part of the one-year term remaining under this Agreement.

IV. TERM AND TERMINATION

The initial Contract Term will be prorated to September 30, 2016. The first full Contract Term shall be one (1) year from the date October 1, 2016. This Contract will automatically renew

for as many as nine (9) additional one-year terms, unless it is terminated by either party giving the other party prior written notice of its intention to terminate. Said notice of termination shall be given to the other party not less than thirty (30) days prior to the expiration of the Contract Term. Notwithstanding the preceding provisions, the Contract Term will end:

- Immediately if all or substantially all of the authorizations held by the RGVCG or Brownsville Independent School District Police Department are revoked by the FCC or its successor agency, or

- Upon either party giving the other party thirty (30) days prior written notice of its intent to terminate.

- Within thirty (30) days of termination of this Contract, Brownsville Independent School District Police Department shall allow the RGVCG access to Brownsville Independent School District Police Department's radio units for the purpose of removing its programming that allows access to the RGVCG Regional Radio System.

V. MISCELLANEOUS

A. Release

TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND TEXAS STATE LAW, Brownsville Independent School District Police Department , ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE RIO GRANDE VALLEY COMMUNICATIONS GROUP, ITS PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE SOLE AND/OR CONCURRENT NEGLIGENCE OF RGVCG FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE WORK PERFORMED UNDER THIS CONTRACT.

Additionally, it is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be acts of God or adverse transmission condition such as short-term unpredictable meteorological effects and sky-wave interference from distant stations that can interrupt the regional radio system. Likewise, there are other causes beyond reasonable control of the RGVCG, including, but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the User's expense. Any surveys, studies, research, or other measures taken to ensure the adequacy of coverage provided to the User under this Agreement are the sole responsibility and expense of the User

B. Independent Contractor

The RGVCG agrees to perform the services as an independent contractor and not as a subcontractor, agent or employee of Brownsville Independent School District Police Department.

C. Force Majeure

"Force Majeure" includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inabilities of either party to carry out its obligations under this Contract, except strikes or labor disputes and breakage or damage to machinery or equipment, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event either party is rendered unable, wholly or in part, by Force Majeure, to carry out any of its obligations under this Contract, it is agreed that, upon such party's giving notice and full particulars of such Force Majeure in writing or by telegraph or telefax to the other party within five (5) business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible re remedied with all reasonable dispatch.

D. Entire Agreement

This Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

E. Applicable Laws

This Contract is subject to all laws of the State of Texas, the Certificate of Formation and Bylaws of the Rio Grande Valley Communications Group, the rules of Brownsville Independent School District Police Department, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Contract shall be Cameron County, Texas.

F. Enforcement

The RGVCG Chairman or his or her designee shall have the right to enforce all legal rights and obligations under this Contract without further authorization.

G. Assignment

Brownsville Independent School District Police Department shall not assign this Contract at law

or otherwise without the prior written consent of the Board of Directors of the RGVCG.

H. Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the RGVCG and Brownsville Independent School District Police Department only.

I. Legislative Action (Optional Language for State or Federal Agency)

Brownsville Independent School District Police Department is a state agency whose authority is subject to the actions of the Texas Legislature and/or the United States Congress. If Brownsville Independent School District Police Department and/or the subject matter of this Agreement become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would render the services to be provided under this Agreement impossible, unnecessary, void or substantially amended or that would terminate the appropriations for this Agreement, Brownsville Independent School District Police Department may immediately terminate this Agreement without penalty to, or any liability whatsoever on the part of Brownsville Independent School District Police Department , the State of Texas and the United States.

J. Payment of Services

Invoices to Brownsville Independent School District Police Department Accounts Payable are to be sent to the following:

Brownsville Independent School District Police Department
2477 E Price Rd. Brownsville TX. 78521
Oscar Garcia ogarcia@bisd.us
Erika Chapa echapa@bisd.us

Brownsville Independent School District

2477 E. Price Rd. Brownsville, Texas 78521 (956) 698-2085 Fax: (956) 548-8427

Dr. René Gutiérrez
Superintendent

Rio Grande Valley Communications Group (RGVCG)	Dr. René Gutiérrez Superintendent
Date	Minerva M. Peña Board President
	Dr. Prisci Roca Tipton Board Secretary
	Date

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 09/01/20

Item Title: Memorandum Agreement between RGV Linking Economic and Academic Development and the Brownsville ISD

X Action
___ Information
___ Discussion

BACKGROUND:

The Career and Technical Education (CTE) Department is requesting approval for a Memorandum of Agreement (MOA) with Rio Grande Valley Linking Economic and Academic Development (RGV LEAD) in order to obtain services for 2020-2021 school year that will support the goal of having students stay in school and ultimately graduate from high school equipped with the academic foundation and other competencies that are vital for college and career success. This MOA will support outcome-focused partnerships with higher education institutions, chambers of commerce, economic development agencies and individual employers.

FISCAL IMPLICATIONS:

State Categorical CTE Funding $26,762.00

RECOMMENDATION:

Recommend approval for Memorandum of Agreement between RGV Linking Economic and Academic Development and Brownsville Independent School District for the 2020-2021 school year. Rio Grande Valley Linking Economic and Academic Development will provide services to support the goal of students to stay in school and graduate from high school equipped with college and workforce readiness, in the amount not to exceed $26,762.00 from State Categorical CTE funds.

Dr. Juan Chavez, Jr.
Submitted by: Principal/Program Adm.

Dr. Dora E. Sauceda
Recommended by: Asst. Supt./CFO

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Anysia R. Treviño
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Tuesday, August 04, 2020 11:29 AM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: 3rd Request: RGV Linking Economic & Academic Development (RGV LEAD)

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 thought I had already approved this item. Either way, I have reviewed and approve this item 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 Tuesday, August 4, 2020, 09:20:21 AM CDT, Sara Celis <scelis@bisd.us> wrote:

Good morning Mr. Salazar,

The attached is pending your review and approval.

RGV LEAD: In the Business of Education
Rio Grande Valley Linking Economic and Academic Development
322 South Missouri Ave. /| Weslaco, Texas 78596 | 956-405-3091 | www.rgvlead.org

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Naomi Perales
Vice President

Janie Sandoval
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June 8, 2020

Dr. Rene Gutierrez
Superintendent of Schools
Brownsville Independent School District
1900 Price Rd., Office #305
Brownsville, TX 78521

RE: Memorandum of Agreement

Dear Dr. Gutierrez:

Thank you for partnering with us on RGV LEAD's regional initiatives! RGV LEAD is preparing for transition from one leader to another, and our plans for 2020-2021 are well underway. Your support makes it possible for us to continue the important regional initiatives that are contributing to the academic and career success of Valley students. Your membership allows district staff to participate in various RGV LEAD events, and it also allows your students to participate in RGV LEAD Student Ambassadors and the RGV LEAD Scholars program. The attached invoice provides additional details.

The time for submission of dues for 2020-2021 has arrived; so we are attaching these items for you:

1. An invoice for your district's membership for 2020-2021.

2. Documentation illustrating the computations on which the statement is based ($2 per student, 9-12 enrollment, based on PEIMS records).

3. Duplicate originals of a memorandum of agreement for 2020-2021. (For your convenience, Pat Bubb has already signed both of the enclosed originals.) Please note: If your policies allow you to pay directly from the invoice, you need not process the agreement. From our perspective, the necessary documentation was filed when your district provided the original MOA. If your board policies require that you process the agreement, then please sign one original and return it to me, retaining the other original for your records. We will file the agreement in our office and send you an updated invoice thereafter.

If you have any questions, please give either of us a call at 956.405.3091. We appreciate working with you!

Sincerely,

Pat Bubb
Patricia G. (Pat) Bubb
Interim Director

Luis Rodriguez
Luis Rodriguez
Executive Director

c: Dr. Juan Chavez, CTE Director

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into effective July 1, 2020 (the "Effective Date") by and between the Contracting Agencies named below.

CONTRACTING AGENCIES:

Receiving Agency:	Brownsville Independent School District, a school district organized and operating in accordance with the laws of the State of Texas
Providing Agency:	Rio Grande Valley Linking Economic and Academic Development (RGV LEAD), a nonprofit organization organized under the laws of the State of Texas

1. PURPOSE:

The purpose of this Agreement is for Receiving Agency to obtain services from the Providing Agency that will support the goal of having students stay in school and ultimately, graduate from high school equipped with the academic foundation and other competencies that are vital for college and career success. Providing Agency's services will support outcome-focused partnerships with higher education institutions and strong partnerships with chambers of commerce, economic development agencies, and individual employers and community leaders. The services to be rendered by Providing Agency under this agreement are vital to the Receiving Agency's work and cannot be provided by Receiving Agency's staff.

2. STATEMENT OF SERVICES TO BE PERFORMED:

Providing Agency will perform the following services ("services"):

A. Work with Receiving Agency's leadership and staff for utilization of the information contained in a regional labor market report published biennially by Providing Agency and developed in collaboration with chambers of commerce, economic development entities, higher education partners, and individual employers, identifying targeted occupations in the Rio Grande Valley. The work with Receiving Agency's leadership and staff is necessary to ensure that there are strong linkages between Providing Agency's program and course offerings and the targeted occupations included in the report, and further to support effective academic and career counseling and advisement for students and their families.

B. Provide quarterly meetings of a regional prekindergarten-through-baccalaureate (P-16) council in which academic and counseling leaders from colleges and universities meet together with business and workforce leaders plus school district representatives including superintendents, counselors, academic leaders, and career and technical education leaders to develop joint plans and strategies for effective college and career preparation. Regional cross-sector collaboration ensures that Receiving Agency's leaders and staff have information enabling them to serve the students enrolled in Receiving Agency's schools. These forums create opportunities for sharing of best practices and design and implementation of college-and-career readiness programs stressing accountability-driven outcomes in a system supporting continuous improvement.

C. Provide quarterly counselors' network meetings in which student services leaders from colleges and universities meet with counselors and career and technical education leaders from school districts to develop joint plans and strategies for effective transition from secondary education into higher education and careers. Sharing between and among counselors from multiple school districts, colleges, and universities promotes dissemination and utilization of best practices and expedites the implementation of best practices for helping students acquire the academic foundation necessary to exit high school prepared to succeed in higher education and further to help students develop post-graduation college and career plans that support successful college transition.

D. Provide regional events such as an annual superintendents' meeting in which data reports are shared about the post-secondary successes of students enrolled in Receiving Agency's schools and other school districts in the region, as well as transition-counseling session(s) and other regional events in which leaders from the employer community share their perspectives with Receiving Agency's leaders and staff.

E. Coordinate regional programs for students, including RGV LEAD Student Ambassadors and RGV LEAD Scholars. RGV LEAD Student Ambassadors is a leadership-development program that supports student development and growth. RGV LEAD Scholars is a graduate-recognition program that provides incentives for student participation, supports development of the academic foundation necessary for success in college, and supports acquisition of college credits in high school through programs of study blending college-preparatory academics with career and technical education courses offered by the Receiving Agency. The amount payable under this agreement is for the services of Providing Agency's staff in managing these programs and does not include the costs of materials and related expenses, for which payment is made separately.

F. Publish a calendar of events at the beginning of the year detailing dates on which services are to be provided, and provide agendas for all such events to Receiving Agency's leaders and designated staff prior to the date each such event occurs.

G. Maintain records of all services provided and provide copies of such documentation to Receiving Agency upon request.

H. Publish and provide to the Receiving Agency an annual report providing data and additional information about services provided.

I. Provide other services as may be agreed upon from time to time.

Receiving Agency will perform the following services ("services"):

A. Collaborate with the Providing Agency on delivery of the programs and services described above to maximize the impact of the services provided by the Providing Agency.

B. Pay the Providing Agency the agreed-upon fee for services provided.

3. AGREEMENT AMOUNT:

Receiving Agency agrees to pay Providing Agency the sum of Twenty-Six Thousand Seven Hundred Sixty-Two and No/100 Dollars ($26,762) for providing the services described above. The amount to be paid by Receiving Agency is computed on the basis of Two Dollars ($2.00) per student based on Receiving Agency's enrollment for grades 9-12.

4. PAYMENT FOR SERVICES:

After this agreement has been signed by both parties, Providing Agency will issue an invoice to Receiving Agency for payment of the agreed-upon amount for services. Such invoice will be addressed to Receiving Agency as follows:

Dr. Rene Gutierrez
Superintendent
Brownsville Independent School District
1900 Price Rd., Office #305
Brownsville, TX 78521

Receiving Agency agrees to pay Performing Agency the amount shown on such invoice so long as Performing Agency is not in default under this Agreement.

5. TERM OF AGREEMENT:

This Agreement will begin on the Effective Date and will expire on June 30, 2021. The parties reserve the right to renew the agreement for additional one-year terms beginning on July 1, 2021, and in successive years thereafter.

6. TERMINATION:

Either party may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the other party.

7. NOTICES:

All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as below or to such other persons or address as may be given in writing by either agency to the other in accordance with this Section:

If to Receiving Agency: Brownsville Independent School District
1900 Price Rd., Office #305
Brownsville, TX 78521
Dr. Rene Gutierrez, Superintendent

If to Providing Agency: Rio Grande Valley Linking Economic and Academic Development, Inc.
322 South Missouri Avenue
Weslaco, Texas 78596
Attention: Patricia G. (Pat) Bubb, Interim Director

8. OTHER PROVISIONS:

A. **Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Receiving Agency and Providing Agency and shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a written agreement signed by both Receiving Agency and Providing Agency.

B. **Assignment.** This Agreement is not transferable or assignable except upon written approval by both Receiving Agency and Providing Agency.

C. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Duly authorized representatives of the Contracting Agencies have executed and delivered this Agreement to be effective as of the Effective Date.

RECEIVING AGENCY:

Brownsville Independent School District

By_____
Dr. Rene Gutierrez
Superintendent

PROVIDING AGENCY:

Rio Grande Valley Linking Economic and Academic Development, Inc.

By Pat Bubb
Patricia G. (Pat) Bubb
Interim Director

Brownsville Independent School District

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

Dr. René Gutiérrez
Superintendent

Item Description:
Memorandum Agreement between RGV Linking Economic and Academic Development and the Brownsville ISD

_____
Dr. René Gutiérrez
Superintendent

_____
Minerva M. Peña
Board President

_____
Dr. Prisci Roca Tipton
Board Secretary

_____
Date

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 09/01/20

Item Title: Memorandum of Agreement AVID Program for all Early College High Schools for 2020-21

X Action
___ Information
___ Discussion

BACKGROUND:

Advancement Via Individual Determination (AVID) is a nationally recognized program designed for a segment of a school's population that is usually overlooked or is not served through local, state, or federal programs. AVID students frequently are low achievers yet possess the talent to be more successful if given the right help. AVID requires these identified students to take an AVID class where they learn study and organizational skills and are provided tutorial assistance with the goal of every participant successfully entering and completing post-secondary education. The agreement allows the campuses to use the AVID curriculum, buy and/or add to the AVID library, send teachers to AVID trainings, and have all rights to use all AVID logos, etc. It also provides access to the online AVID web page.

FISCAL IMPLICATIONS:

Budgeted local and categorical campus funds for Brownsville Early College High School, Hanna Early College High School, Lopez Early College High School, Pace Early College High School, Porter Early College High School, Rivera Early College High School, and Veterans Memorial Early College High School will be $4,679.00 per school for a total of $32,753.00.

RECOMMENDATION:

Recommend approval to renew the AVID Memorandum of Agreement for Brownsville Early College High School, Hanna Early College High School, Lopez Early College High School, Pace Early College High School, Porter Early College High School, Rivera Early College High School, and Veterans Memorial Early College High School in the amount of $32,753.00 from budgeted local and categorical campus funds for the 2020-2021 school year. Services and items to be purchased are subject to the District's needs and funding.

Merrill Hammons
Submitted by: Principal/Program Adm.

Dr. Dora Sauceda
Recommended by: Asst. Supt.

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Anysia Trevino
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. Rene Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Wednesday, August 26, 2020 11:44 AM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: 2nd Request: 2020-2021 AVID Program MOU revised

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

Mrs. Celis,

I have reviewed and approve for signature.

Thanks,
Baltazar Salazar

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

> On Aug 26, 2020, at 8:19 AM, Sara Celis <scelis@bisd.us> wrote:
>
> The attached is pending your review and approval.
>
> Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.
>
> Sincerely,
> *Sara Celis*
>
> **Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379**
> Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
> 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.
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AVID Center

Products and Services Quote/Order

Quote/Order #: Q-79964
Client: Brownsville Ind School Dist
Address: 1900 Price Rd
Brownsville, TX 78521

AVID Center Representative: Amy Chapman
Phone: (972) 591-2518
Email: achapman@avid.org

Effective Date: July 01, 2020

Expiration Date: June 30, 2021

Brownsville Early Clg HS			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00
		Brownsville Early Clg HS SUBTOTAL:	**$4,679.00**

Gladys Porter Early Clg HS			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00
		Gladys Porter Early Clg HS SUBTOTAL:	**$4,679.00**

Homer Hanna Early Clg HS			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00
		Homer Hanna Early Clg HS SUBTOTAL:	**$4,679.00**

James Pace Early Clg HS			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00

James Pace Early Clg HS SUBTOTAL:	**$4,679.00**

Lopez Early College High Sch			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00
		Lopez Early College High Sch SUBTOTAL:	**$4,679.00**

Simon Rivera Early Clg HS			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00
		Simon Rivera Early Clg HS SUBTOTAL:	**$4,679.00**

Veterans Memorial Early Clg HS			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,099.00	$4,099.00
1	AVID Weekly Secondary	$595.00	$580.00
		Veterans Memorial Early Clg HS SUBTOTAL:	**$4,679.00**

TOTAL: $32,753.00

plus all applicable taxes

This AVID Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A" (collectively, this "Agreement" or "AVID Agreement"), constitutes a binding agreement between AVID Center and the "Client" identified above with respect to the AVID Products and Services (as defined in the Ts&Cs) specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

Additional Comments:

N/A

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

	AVID Center, a California Non-Profit Corporation 501(c)(3)		Brownsville Ind School Dist
Signature:	DocuSigned by: David S. Greulich ECA0539C0060441D...	Signature:	
Print Name:	David S. Greulich	Print Name:	
		Email Address	
Title:	Controller	Title:	
Date:	8/25/2020 | 8:25 AM PDT	Date:	

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit "A"

AVID Center General Terms and Conditions

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

Article I. Definitions. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at https://www.avid.org/Page/3290. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

Article II. Term.

2.1. Term. The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.

3.1. AVID Products and Services.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license, without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark]® or [AVID Trademark]™. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

Article IV. Client's Obligations.

4.1. Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.

4.2. Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

4.4. Proprietary Information.

(a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4 and shall be responsible for any AVID Member Site's breach of such obligations.

(b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID

Center in seeking a protective order or contesting such required disclosure.

Article V. Compensation.

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

Article VI. Representations and Warranties; Warranty Disclaimer.

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

Article VII. Limitation of Liability.

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTHWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND CLIENT SHALL HAVE NO LIAIBLITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO ANY BREACH OF CLIENT'S OBLIGATIONS UNDER ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR INFRINGEMENT OF AVID CENTER'S INTELLECTUAL PROPERTY RIGHTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Article VIII. Termination.

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

Article IX. General Provisions

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under Texas law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of Cameron County, Texas shall have the exclusive jurisdiction

over all disputes and causes of action relating to this Agreement.

9.4. Dispute Resolution.

(a) Any disputes shall be governed by Texas Law and jurisdiction shall be mandatory in Brownsville, Cameron County Texas.

9.5. Attorneys' Fees. The prevailing party in any legal action or proceeding related to this Agreement shall, in addition to all other remedies, be entitled to an award of its attorneys' fees.

9.6. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.7. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.8. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.9. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.10. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.11. No Assignment. Client may not assign any of its rights or delegate any of its obligations under this Agreement without AVID Center's prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.12. Amendment. No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.13. Headings; Construction. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.14. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

Brownsville Independent School District

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

Dr. René Gutiérrez
Superintendent

Item Title:
Memorandum of Agreement
AVID Program for all Early College High Schools for 2020-21

_____
Dr. René Gutiérrez
Superintendent

_____
Minerva M. Peña
Board President

_____
Dr. Prisci Roca Tipton
Board Secretary

_____
Date

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 09/01/20

Item Title: Request approval of Memorandum of Understanding and Partnership Agreement between Grand Canyon University and Brownsville I.S.D.

X Action
___ Information
___ Discussion

BACKGROUND:
The purpose of this Educational Experience Affiliation Agreement with Grand Canyon University, is to allow students pursuing a career in education the opportunity to engage and gain field experience through collaboration with the university and select cooperating teachers (mentors) that meet Texas Administrative Code requirements. By allowing university students to participate collaboratively, aspiring teachers will gain experience with delivery of authentic instruction (virtual/face to face) as needed, for purposes related to university student's completion of state certification requirements.

FISCAL IMPLICATIONS:
No cost to the District.

RECOMMENDATION:
Recommend the approval of Memorandum of Understanding and Partnership Agreement between Grand Canyon University and Brownsville I.S.D. for the purpose of Student Teaching Internships, Practicum and Observations at the schools located in the District at no cost to the district.

Approved for Submission to Board of Education:

Maricela Franco
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Anysia Treviño
Approved by: Deputy Superintendent

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Wednesday, August 19, 2020 2:12 PM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: Grand Canyon University & BISD Partnership

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

Mrs. Celis,

I have reviewed and approve for signature.

Thanks,
Baltazar Salazar

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

On Aug 19, 2020, at 1:41 PM, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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.

Student Teaching Affiliation Agreement Between GCU and Brownsville ISD

1. **PARTIES:** This agreement is entered into on this 31st day of July by and between Grand Canyon University (GCU) and Brownsville ISD located at 1900 E. Price Rd. Room 106 | Brownsville, TX 78521. Hereafter referred to as the "District."
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of GCU may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
3. **TERM:** The term of this Agreement begins 7/31/2020 and ends 12/31/2021.
4. **COMPLIANCE WITH HANDBOOK AND POLICY:** GCU and GCU's participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of students to the District, GCU will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in GCU's student teaching manual. Failure to complete the requirements will result in non-placement of students.
5. **COOPERATING TEACHERS:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback and mentoring to GCU's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. GCU shall pay a $500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis.Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to the Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
6. **CONFIDENTIALITY:** GCU shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about GCU to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.
7. **INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
8. **ASSIGNMENT:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.
9. **NOTICES:** Notices under this agreement shall be mailed or delivered to the parties as follows:

University
Dr. Kimberly LaPrade
Dean, College of Education
Grand Canyon University
3300 W. Camelback Road
Phoenix, Arizona 85017

Brownsville ISD

10. **MODIFICATION OF AGREEMENT:** This agreement may be modified only by written amendment executed by all parties.
11. **TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

12. **PARTNERSHIP/JOINT VENTURE/EMPLOYMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.

13. **NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

14. **RESPONSIBILITIES OF GCU**

A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating student.

B. GCU agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.

C. GCU requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.

D. GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

i. Commercial General Liability (Minimum Requirements):

Limits of Liability:
$1,000,000 Combined Single Limit
$2,000,000 General Aggregate
$1,000,000 Products Aggregate
$1,000,000 Personal Injury
$5,000 Medical Payments

Coverage:
Premises/Operation Liability
Medical Payments Liability
Contractual Liability
Personal Injury Liability
Independent Contractors

ii. Professional Liability, as related to Educational Services

Limits of Liability:
$1,000,000 each wrongful act
$1,000,000 aggregate

iii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: Dr. Kimberly LaPrade
(Signature)

Name: Dr. Kimberly LaPrade

Title: Dean, College of Education

Date: 7/31/2020

By: _____
(Signature)

Name: _____
(Please print or type)

Title: _____
(Please print or type)

Date: _____

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 548-8051 Fax: (956) 504-5636

Dr. René Gutiérrez
Superintendent

Grand Canyon University
Company Name

Date

Dr. René Gutiérrez
Superintendent

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

Brownsville Independent School District

Agenda Category: General Function Contracts/MOU **Board of Education Meeting:** 09/01/20

Item Title: Memorandum of Understanding with The Brownsville Community Health Center

X Action
___ Information
___ Discussion

BACKGROUND:
Each year the BISD enters into a Memorandum of Understanding with the Brownsville Community Health Center. The purpose of this MOU is to provide primary and specialized health care to children that attend BISD schools at an estimated cost of $100,000. The Brownsville Community Health Center provides services at 2137 E. 22nd Street, Brownsville, Texas 78520.

FISCAL IMPLICATIONS:
Budgeted Local Fund: Estimated at $100,000.

RECOMMENDATION:
Recommend approval to enter the Memorandum of Understanding with the Brownsville Community Health Center for the 2020-2021 school year. The Brownsville Community Health Center provides primary and specialized health care services at Brownsville Community Health Center. Estimated at $100,000.

Rosa M. Pones
Submitted by: Principal/Program Adm.

Jimmy Haynes
Recommended by: Asst. Supt./CFO

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nerida Cantu
Approved by: Deputy Superintendent 8/28/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Monday, August 17, 2020 4:26 PM
To: Sara Celis
Subject: Re: 2nd Request: 2020-2021 Brownsville Community Health Center MOU

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

Mrs. Celis,

I have reviewed and approve for 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, August 17, 2020, 03:59:00 PM CDT, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

MEMORANDUM OF UNDERSTANDING
Between the Brownsville Independent School District
and the Brownsville Community Health Center
for the School Year 2020-2021

This Agreement for services is entered into this 1st day of September, 2020 by and between the Brownsville Independent School District (BISD) and the Brownsville Community Health Center (BCHC), a non-profit organization organized under the Laws of the State of Texas.

WHEREAS, the Brownsville Community Health Center desires to promote good health for children and families through the creation of the Campus Care Centers (CCC) Project and the School-affiliated Care Center (SCC) Project (hereinafter "CCC/SCC");

WHEREAS, the Brownsville Independent School District desires to co-op in providing health services as well as counseling to at-risk students;

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

The Brownsville Independent School District agrees to:

- Coordinate and support the activities of the CCC/SCC through the Brownsville Independent School District's Health Services Department.
- Provide Brownsville Community Health Center with demographic data (PEIMS etc.) needed for reporting and future funding request.
- Provide the Brownsville Community Health Center with $100,000.00. This money would be used to reimburse the Centers for medical care of our underinsured and uninsured students. A minimum of 5,500 students shall be served.

The Brownsville Community Health Center agrees to:

- Provide space, utilities, maintenance, security and custodial services for a School-affiliated center located at the Brownsville Community Health Center located at 2137 E. 22nd Street, Brownsville, Texas.
- Provide the services of medical providers, social workers and support staff to provide primary and preventative health care services to at-risk students enrolled in Brownsville Independent School District.
- Provide salary, benefits, liability insurance, and supervision for CCC/SCC staff.

- Provide medical services that include, but are not limited to: screenings, diagnosis and treatment of simple and chronic illness, laboratory testing, counseling and referral. All services will be reviewed regularly by the Brownsville Independent School District Administrator for Health Services and annually by the Community Advisory Board.

- Require an annual written parental consent for all minor patients.

- Reinvest any revenue generated through the CCC/SCC operations into the continuation and/or expansion of its school-based services.

- Operate all CCC/SCC sites under the standards set by Texas Department of Health.

- Provide quarterly reports to BISD on the number of students served.

The Brownsville Independent School District and the Brownsville Community Health Center agree to work collaboratively to:

- Secure additional funding for continuation and expansion of the CCC/SCC Projects.

- Promote the use of CCC/SCC services through dissemination of information and coordination of activities of Brownsville Independent School District and CCC/SCC staff.

- Implement health education and health promotion activities directed towards Brownsville Independent School District students and their families.

- Achieve the goal of every student within the Brownsville Independent School District having access to professional, high quality primary and preventative health care.

It is understood and agreed that the Brownsville Community Health Center is an independent contractor and that neither Brownsville Community Health Center nor any employee or agents contracted by Brownsville Community Health Center shall be deemed for any purpose to be employees or agents of BISD.

This Agreement does not create a joint venture or business partnership under Texas Law. Brownsville Community Health Center assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to this Agreement and shall remain solely responsible for this supervision, daily direction and control,

payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

It is further agreed that Brownsville Community Health Center agrees to accept all responsibilities to comply with Federal and State laws and District policies and procedures.

Brownsville Community Health Center agrees to provide FTCA coverage. Brownsville Community Health Center will also provide commercial general liability insurance.

All medical records are the sole property of the Brownsville Community Health Center.

Neither party relinquishes any immunity of defense on behalf of itself, its trustees, officers, employees or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein.

This agreement may be terminated by either party with or without cause upon the giving of ninety (90) days written notice to other. Neither party shall incur liability for termination of this Agreement in compliance with this provision.

FERPA. For purposes of this agreement, pursuant to the Family Education Rights and Privacy Act of 1974 (FERPA), the BISD hereby designates the BCHC as a school official with a legitimate educational interest in the education records of the students who participate in the program to the extent that access to the records are required by the BCHC to carry out the program. BCHC agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

Litigation regarding this Agreement shall have jurisdiction and venue in Cameron County, Texas.

This is the entire Agreement of the parties. It is agreed that this Agreement may be amended, altered or extended only by the written Agreement signed by both parties.

Dr. Rene Gutierrez
BISD Superintendent of Schools

Date

Paula S. Gomez, Executive Director
Brownsville Community Health Center

8/11/2020
Date

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Brownsville Community Health Center

Company Name

Date

Dr. René Gutiérrez
Superintendent

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

Brownsville Independent School District

Agenda Category: General Function Contracts/MOU **Board of Education Meeting:** 09/01/20

Item Title: Communities in School Contract for all Early College High Schools and All Middle Schools in BISD

X Action
____ Information
____ Discussion

BACKGROUND:

Brownsville Independent School District respectfully requests permission to renew the contract with Communities in Schools (CIS) for comprehensive prevention/intervention services for at-risk and Economically Disadvantaged students. CIS implements a Case Management State Model which is a client-centered, goal-oriented process for assessing the needs of individuals for particular services and assisting them in obtaining those services. CIS services include remedial instruction, health/social services referrals, and parental involvement. Attendance, course completion and EOC/STAAR/TAKS scores will be used to evaluate long and short-term program effectiveness. Services will be rendered to eligible At-Risk and Economically Disadvantaged students at all seven Early College High Schools and one Alternative Education Program (Hanna, Pace, Porter, Rivera, Lopez, Veterans, and BLA HS) as well as ten Middle Schools (Besteiro, Faulk, Garcia, Lucio, Manzano, Oliveira, Perkins, Stell, Stillman and Vela). The cost is $ 425,000.00 from State Compensatory Education (162). Legal counsel reviewed this Memorandum of Understanding.

FISCAL IMPLICATIONS:

Categorical Funds not to exceed $ 425,000.00 from State Compensatory Education (162)

RECOMMENDATION:

Recommend approval to renew the Memorandum with Communities in Schools Cameron County, Brownsville, Texas, for Case Management Services for At-Risk and Economically Disadvantaged students for the 2020-2021 school year in the amount not to exceed $ 425,000.00 from categorical funds.

JJ DeLeon
Submitted by: Principal/Program Adm.

Dr. Timothy Cuff
Recommended by: Asst. Supt./CFO

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent 8/27/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

STATE OF TEXAS*

COUNTY OF CAMERON*

CONTRACT

THIS CONTRACT is entered into on this the 1st day of September, 2020, by and between **BROWNSVILLE INDEPENDENT SCHOOL DISTRICT,** (hereinafter referred to as "School District" or "BISD") and **COMMUNITIES IN SCHOOLS OF CAMERON COUNTY**, hereinafter referred to as "CIS", a non-profit entity located in the City of San Benito, Cameron County, Texas. This agreement is in effect for the 2020-2021, hereafter referred to as "current" school year.

WHEREAS, the School District has a great concern about the number of students dropping out of school and is of the opinion that case management and social service referral services may assist those students.

I.

CIS RESPONSIBILITIES

WHEREAS, CIS has represented to the School District that it can provide these services to Brownsville ISD; CIS agrees to:

1) Provide comprehensive dropout prevention/intervention services to at-risk students for a minimum of 90 at-risk students and maximum of 110 at-risk students. CIS Site Coordinators may recruit additional at-risk students as recommended by the campus dropout committee.

2) Implement the CIS Research Based Case Management State Model that has the following key elements: student-centered, goal-oriented systemic process for assessing a student's needs for particular services and assisting the student in obtaining those services that will lead to success. The CIS Case Management team will work as professional partners with each student and his/her family to:

   A. Coordinate, identify and prioritize personal strengths and needs of each student served, develop a service plan, implement and evaluate services to meet those needs, deliver the services, and track the student's progress in collaboration with the School District's Dropout Prevention Services and high school campus goals. Priority will be given to pregnant students and homeless students.

   B. Ensure a detailed student profile is developed so that a comprehensive program can be tailored to the student's individual needs.

   C. Be student-focused, from intake through exit, to outcomes with documentation in each student's file which will be entered into the state case management system.

D. Track and record services, progresses, and outcomes.

E. Provide a holistic approach for site coordinators to work with students.

F. Ensure that every barrier to a student's success is identified, issues are targeted, and site coordinators relate all services and actions to outcomes.

G. Establish meaningful relationships between CIS staff and the student, allowing for effective management of all issues.

H. Connect agencies to students and families as needed.

I. Site coordinators will be responsible for submitting reports to the State Compensatory Education Department on the status of each student's grades, attendance, and discipline, parental intervention meetings, and other related matters.

J. High school and middle school site coordinators must attend district and campus dropout meetings and all campus plans will be reviewed and approved by the State Compensatory Education Department.

K. See attachment: CIS Virtual Action Plan for FY 2020-2021

3) Conduct an initial needs assessment of each student and his/her family referred by the School District Counselors, Teachers and/or Principal to CIS when the student is introduced into the CIS network and develop a necessary service delivery program for the student. The student and the student's parents shall be parties in developing this assessment and service delivery schedule.

4) The service delivery schedule will deliver core components of the program provided by CIS which will include the following elements as required by CIS State mandates:

A. Supportive Guidance:
   i. PGP referral to Academic Counselor
   ii. Referral to At-Risk Counselor if applicable
   iii. Academic Encouragement
   iv. Attendance
B. Health and Human Services
C. Career Awareness and Employment
   i. Provide opportunities for at-risk students to participate in a mentoring program
D. Parental and Family Involvement
   i. Distribution of At-Risk Student Personal Graduation Plans
   ii. Home Visits
   iii. Phone Call to Parents
E. Enrichment

F. Educational Enrichment (Accelerated Instruction)
   i. Referral to TAKS/EOC/STAAR and Academic Tutorials
   ii. Referral to Summer School (Extended Year Services)

5) Offer employment referrals for high school students and family members by working with the Workforce Solutions Cameron. Such employment opportunities begin with entry-level jobs and may vary depending on student and family members' interest, qualifications and experience. Additionally, work maturity skills training will be provided in an effort to assist the student and the student's family in their job search efforts.

6) Conduct an annual evaluation of the intervention and prevention program in conjunction with District overall evaluation efforts. The process will include but not be limited to the following measurements and procedures:

A) Expected Outcome:
Project participants will improve their attitudes about school, themselves, and future career opportunities.

Evaluation Procedure:
Pre and Post intervention attitudinal surveys will be conducted.

B) Expected Outcome:
Project participants will improve their daily school attendance.

Evaluation Procedure:
The number of days attended will be compared to previous years attendance.

C) Short-term Expected Outcome:
At least 95% of project participants will complete the current school year.

Evaluation Procedure:
Caseloads will be monitored and evaluated through the CIS Tracking Monitoring System (CISTMS). Student participation will be documented throughout the year and end of the year reports will be reviewed, evaluated, and shared with the school district.

D) Long-term Expected Outcome:
At least 95% of project participants will return to school for the current school year or graduate.

Evaluation Procedure:
Student activity will be tracked from year to year utilizing data from the PEIMS system, CIS Tracking Monitoring System (CISTMS) and other Special Programs in BISD.

7) Bring as many outside resources and services to children and parents as needed to assure that they remain and perform successfully in school. State CIS funds will provide the base for direct services, local contributions, and non-financial agreements will be solicited to implement the total CIS concept.

8) Communities In Schools - Cameron County agrees to submit the names of all its employees and all pertinent information to the BISD Human Resources Department so that BISD may conduct any and all criminal background checks required by law. BISD at its sole discretion shall approve those employees of Communities In Schools - Cameron County in regards to the criminal background check.

9) Communities In Schools - Cameron County acknowledges that as a service provider under agreement with the BISD that Communities In Schools - Cameron County has a legitimate educational interest in the student data and information contained in the educational records provided to them in the execution of providing services to the District. Communities In Schools - Cameron County agrees to keep confidential all educational records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by Communities In Schools - Cameron County shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s).

10) CIS will retain all assigned site coordinators at their assigned campuses for the duration of this agreement.

11) CIS will provide campus principals with the CIS Site Coordinator Job Description prior to the start of the first day of instruction.

II.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT REPONSIBILITIES

The **BROWNSVILLE INDEPENDENT SCHOOL DISTRICT**, as consideration for providing the services outlined above, agrees to:

1) Include Communities In Schools-Cameron County in the School District's Improvement Plan for the current school year.

2) Provide available and reasonable facilities adequate to implement the services agreed upon on this contract.

3) Provide CIS the sum not to exceed FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($ 425,000.00). CIS will provide up to seventeen (17) site coordinators to service high schools and alternative education program and

Middle School campuses in the school district as needed. Funds will be rendered subject to the District's needs and funding.

4) Provide CIS a payment not to exceed $ 212,500.00 on or before September 03, 2020 and $ 212,500.00 on or before January 6, 2021. The total sum not to exceed $ 425,000.00 that CIS will be contracted for includes a 7.5% indirect cost for schools that CIS will serve.

5) Retain all assigned site coordinators at their assigned campuses for the duration of this agreement.

6) Adhere to the CIS Site Coordinator Job Description provided by the CIS Supervisor/Director.

7) Services will be rendered subject to the District's needs and available funding.

III.

ADDITIONAL TERMS

1) **Termination:**
The Brownsville Independent School District shall have the right to terminate this agreement without cause on thirty (30) days written notice.

Payments not made within 30 (thirty) days of payment due date shall cause the CIS program to provide written notice to the School District that it intends to terminate the program. The School District shall have 10 (ten) days from receipt of the written notice to cure the default of payment or the program will be terminated without further obligation or responsibility on the part of CIS.

2) **Reimbursement Upon Termination:**
In the event of termination as specified in the termination clause above, CIS shall make pro-rated reimbursement of the proceeds received under this contract as of the end of the date of termination. No reimbursement will be made for termination by Brownsville Independent School District after the end of the regular current school year.

3) **Terms and Dates of Employment**
The period of performance of this agreement shall commence on September 01, 2020 and shall end August 31, 2021. No cost will be incurred or charged on

agreement prior to the starting date or subsequent to the ending date. All days are payable based on eight-hour terms. In the event of a pandemic crisis, CIS will provide the same instructional direction that BISD implements whether virtual or in school instruction.

4) **Exclusions**
Communities in Schools site coordinators are not responsible for developing student Personal Graduation Plans, handling transcript student information, or interpreting standardized testing information at any district campus.

IV.

MISCELLANEOUS TERMS

1) It is understood and agreed that the CIS, is an independent contractor and that neither CIS nor any employees or agents contracted by CIS shall be deemed for any purpose to be employees or agents of the Brownsville Independent School District.

2) This agreement does not create a joint venture or business partnership under Texas law. CIS assumes full responsibility for the employment of such personnel and volunteers while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

The Campus Principal is the point of contact at an individual campus. As point of contact, the campus principal oversees the case management services performed by the site coordinator during regularly scheduled work hours. Therefore, the campus principal in collaboration with the State Compensatory Education Department will be held accountable for the actions of CIS Site Coordinator during regularly scheduled work hours. The CIS Site Coordinator is expected to operate under the guidelines and policies set forth by BISD and the individual campus handbook in addition to guidelines set forth by the State Compensatory Education Department and Communities In Schools.

3) Neither party relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, or agents as a result of the execution of this agreement and performance of the function or obligations described herein.

4) CIS agrees to assume full responsibility for ensuring compliance with Texas Education Code §22.0834 by its employees or subcontractors related to criminal history record information.

5) CIS agrees to maintain the confidentiality of the educational records of BISD students in accordance with the provisions of FERPA. CIS for purposes of this

agreement and the Family Educational Rights and Privacy Act, is a designated school official.

6) This agreement may be modified upon the mutual written consent of the parties involved.

THE UNDERSIGNED PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected governmental agencies; (2) the proposed arrangement serves the interest of efficient and economical administration of the State Government and Brownsville Independent School District; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given the lowest responsible bidder.

WITNESS THE HANDS OF THE PARTIES on this, the _____ day of _____, 2020.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

by: _____

Dr. Rene Gutierrez

Its: Superintendent of Schools

"CIS"

COMMUNITIES IN SCHOOLS-CAMERON COUNTY

by: _____

Eva Perez

Its: Executive Director

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Communities in School Cameron County

Company Name	Dr. René Gutiérrez Superintendent
Date	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.

Communities in Schools of Cameron County

Virtual Action Plan FY 20-21

Targeted students & data used for identification	TEA Goals	How will goal be accomplished	Necessary resources & materials	Assessments for progress monitoring & testing dates	Evidence Outcome
Target At-Risk Students	Attendance 70% - of assessed students identified as having an attendance need will show improvement in an attendance growth indicator.	Attendance Monitoring and intervention-Reviewing student's absences, tardies, and attendance rate with the intent of identifying attendance needs and intervening. Providing services specifically aimed at improving attendance.	Eschools - necessary to follow students, attendance, academics, behavior and student record.	CIS Progress Report	Report Cards
Caseload 95-100	Academic Growth 85% - of assessed students identified as having an academic need will show improvement in an academic growth indicator	Academic Monitoring and Intervention-Reviewing student's grades, test scores, homework completion, etc. with the intent of identifying academic needs and intervening. Includes conversations with teachers regarding students' academic needs, study skills development promoting organizational skills, and related academic readiness development activities	TEA CIS-Nav - to enter all services and students information	BISD AIL Report	Weekly Principal Report of Remote Services Provided
September 30 Students	Behavior 85% - of assessed students identified as having a behavior need will show improvement in a behavioral growth indicator.	Behavior Monitoring and Intervention-Monitoring students' classroom behavior, emotional support, disciplinary information, conduct, grades, etc. with the intent of identifying needs and interventions. Includes classroom observations. Providing services specifically aimed at improving behavior.	CIS Campus Plan - to help campus and students to reach campus improvement plan goals		TEA CIS-NAV Outcome Report
October 25 Students	Retention Rate - 90% of case-managed students in grades 7-12 will stay in school.	Goal Setting/Monitoring Activities- Working with students related to developing and monitoring goals. Includes monthly goal check-ins required by CIS TQS, reviewing assessment into and service plans with students.	BISD At-Risk List - To verify the students that at risk		
November 15 Students	Promotion Rate - 85% of case-managed studetns will promote to the next grade level.	Communication to Parents-Communicating to parents/guardians/family members about CIS services, resources, students' progress in CIS, or related topics. Can include verbal and written communication, emails, newsletters, phone calls, etc.	Google classroom - to better assist students and parents educate on google classroom		

December 10 Studetns	Graduation Rate - 90% pf case-managed students eligible to graduate, will receive ahigh school diploma or a Texas Certificate of High School Equivalency (TxCHSE).	Virtual Meeting with Parents- to discuss students' progress or concerns with students' grades, attendance, or behavior.			
January 10 Students		Virtual Meeting with School Support Team-to discuss student progress and review students' service plan			
February 10 Students		Virtual Monthly Presentations to parents-bring awareness and educate parents on topics that applied to their children. Example: encouragement, low self-esteem, suicide, and self-care.			
		Team Groups- Providing support and guidance to help a student re-engage in school or virtual instruction.			
		Agencies Referrals-Connecting students or families with community agencies to meet health, human service, and related needs.			
		Phones calls to Parents- Daily direct calls to parents to discuss academic, attendance, behavior, and progress on their child.			
		Phone calls to student- Daily direct calls to students to monitor academic, attendance, behavior, and progress. Support guidance on topics such as encouragement to adjust to the virtual distant instruction learning, adapt to on line instruction learning, working with instructional district packages.			
		Home Visits-will be done when necessary for the following reasons			
		a. To deliver instructions package to CIS students			
		b. To deliver school supplies or basic needs (food, clothes, hygiene product)			
		c. Deliver or pick up CIS consent form for student to be in CIS program			
		d. To locate CIS students with delinquent attendance or missing students			
		e. To target At-Risk- Students and CIS students as requested by Principal and Support Team			

Brownsville Independent School District

State Compensatory Education

June 2020

Evaluation/ Survey of the services provided by Communities in Schools of Cameron County.

Principals completed an evaluation/survey of the services rendered by aforementioned agency. All participating schools expresses benefits to students in various areas. All principals responded they would continue with the services for the upcoming school year 2020-2021.

LOC	CAMPUS	YES	NO
001	HANNA ECHS	X	
002	PORTER ECHS	X	
003	PACE	X	
004	RIVERA	X	
006	Brownsville Academic Center	X	
007	LOPEZ ECHS	X	
006	BLA H.S.	X	

Thank you for your continued support and guidance in providing dropout prevention services to at risk students.

Comparison of Memorandum Of Understanding
Communities In School-Cameron County and Brownsville ISD
2020 – 2021 School Year

Page/Section	2019-2020 School Year	2020 - 2021 School Year	Remarks
1. I.(1) Contract	Only school year updates have been done	Only school year updates have been done for the 2020-2021	Revision

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Tuesday, August 11, 2020 12:35 PM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: Communities In School Contract

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

Mrs. Celis,

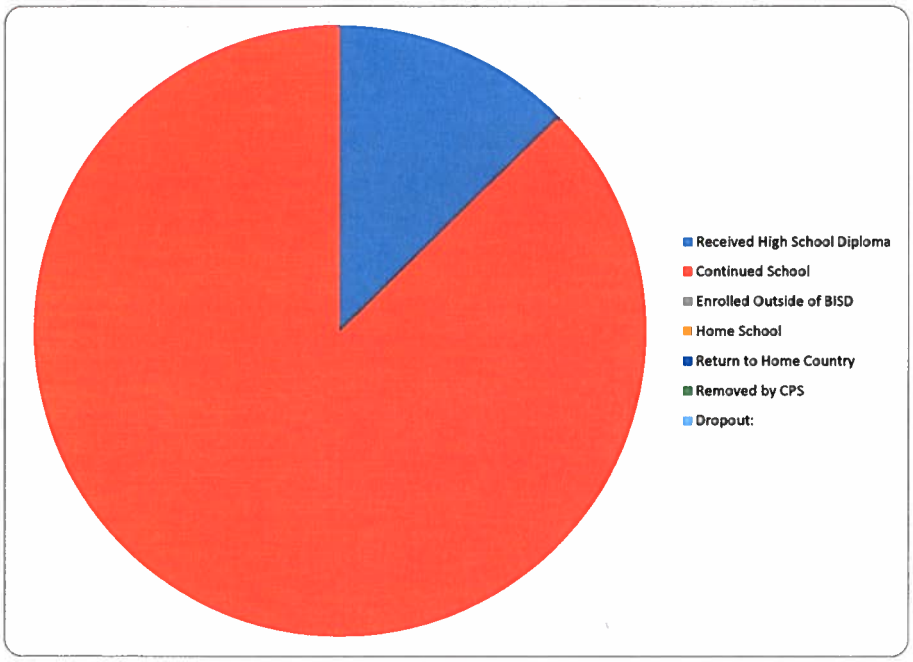
I have reviewed and approve for signature.

Thanks,
Baltazar Salazar

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

> On Aug 11, 2020, at 10:33 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.

Communities In Schools of Cameron County
BISD
May 2020



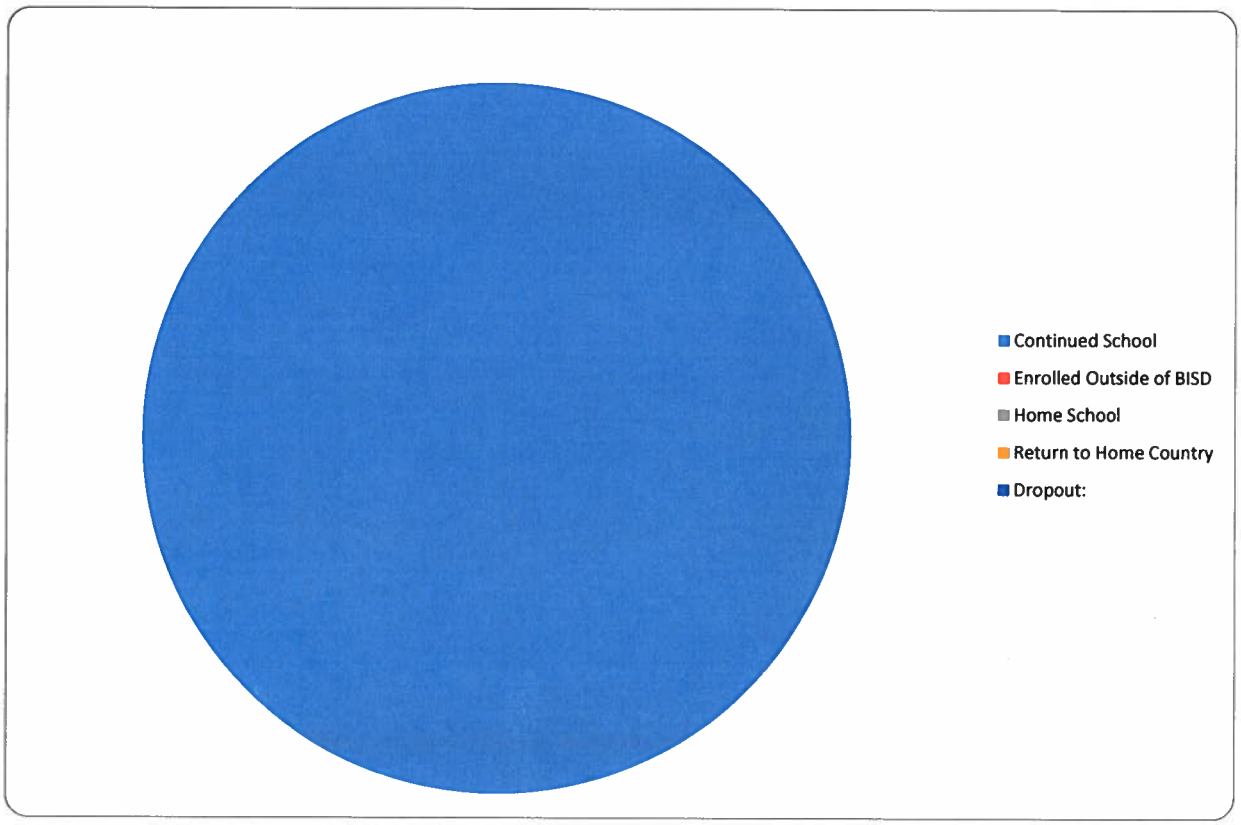
Description	Number of Students	Year to Day
Received High School Diploma	217	228
Continued School	1498	1498
Enrolled Outside of BISD	0	37
Home School	0	2
Return to Home Country	0	32
Removed by CPS	0	1
Dropout:	0	5
Total	1715	1803

Grade Level	Number of Students	Year to Day
6th	465	479
7th	267	275
8th	333	345
9th	150	163
10th	122	130
11th	136	149
12th	242	262
Total	1715	1803

Description	Percentage
Received High School Diploma	13%
Continued School	87%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

213 Seniors, 4 Juniors, 16 Seniors/Summer School, 14 Seniors/Bridge Cohor, 1 Retained

Communities In Schools of Cameron County
Besteiro Middle School
May 2020

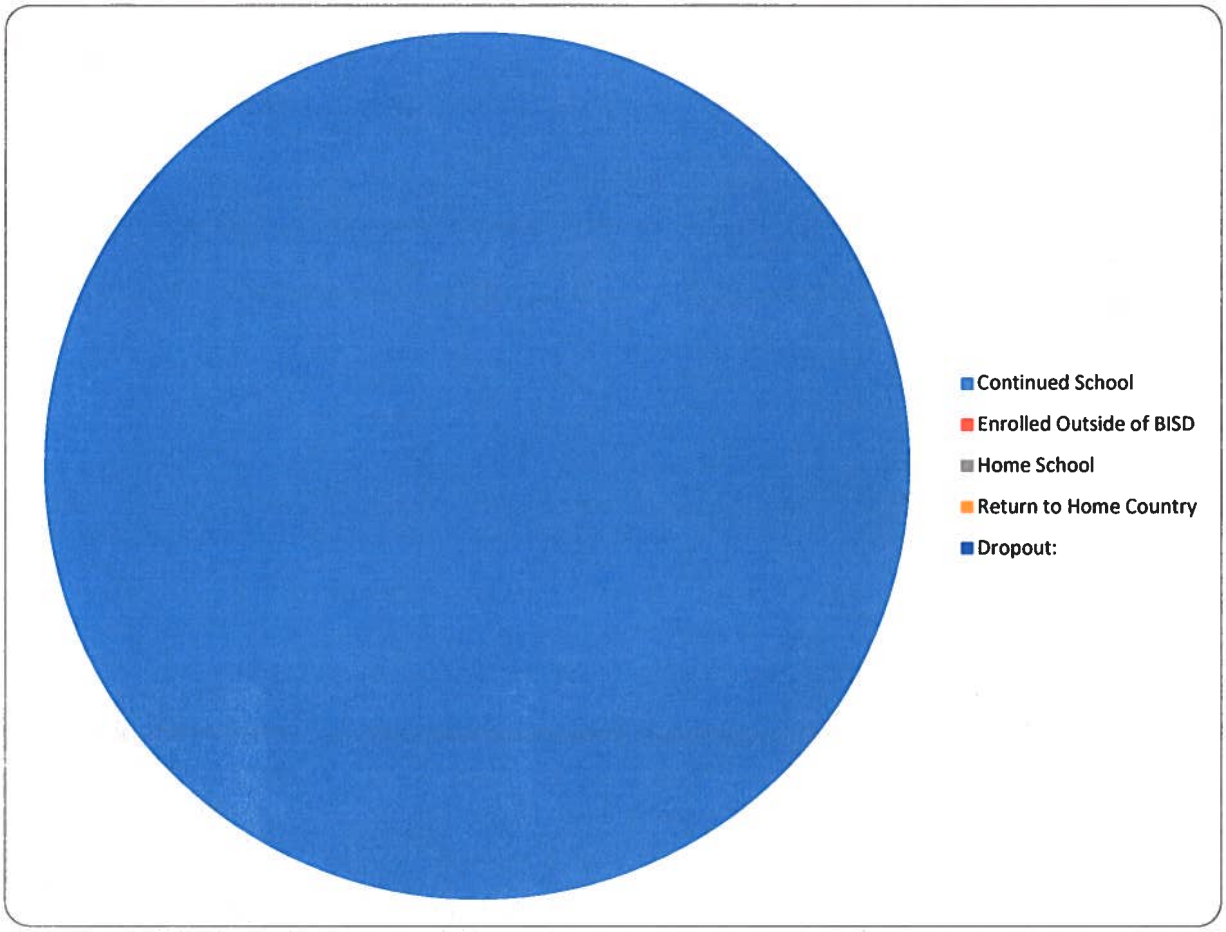


Description	Number of Students	Year To Day
Continued School	104	104
Enrolled Outside of BISD	0	0
Home School	0	0
Return to Home Country	0	0
Dropout:	0	0
Total	104	104

Grade Level	Number of Students	Year To Day
6th	45	45
7th	33	33
8th	26	26
Total	104	104

Description	Percentage
Continued School	100%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Communities In Schools of Cameron County
Faulk Middle School
May 2020

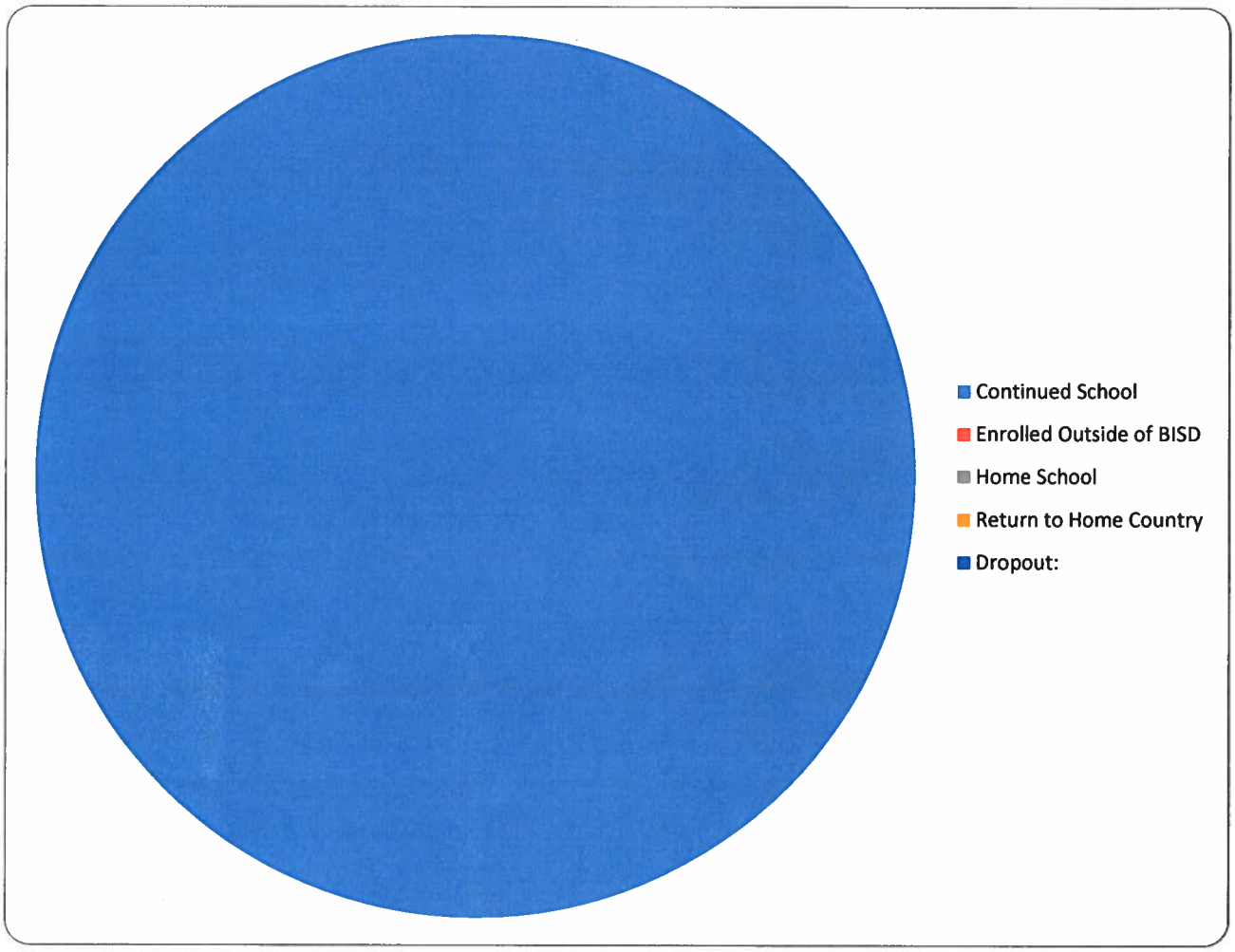


Description	Number of Students	Year To Day
Continued School	92	92
Enrolled Outside of BISD	0	4
Home School	0	0
Return to Home Country	0	4
Dropout:	0	0
Total	92	100

Grade Level	Number of Students	Year To Day
6th	39	42
7th	20	20
8th	33	38
Total	92	100

Description	Percentage
Continued School	100%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Communities In Schools of Cameron County
Garcia Middle School
May 2020

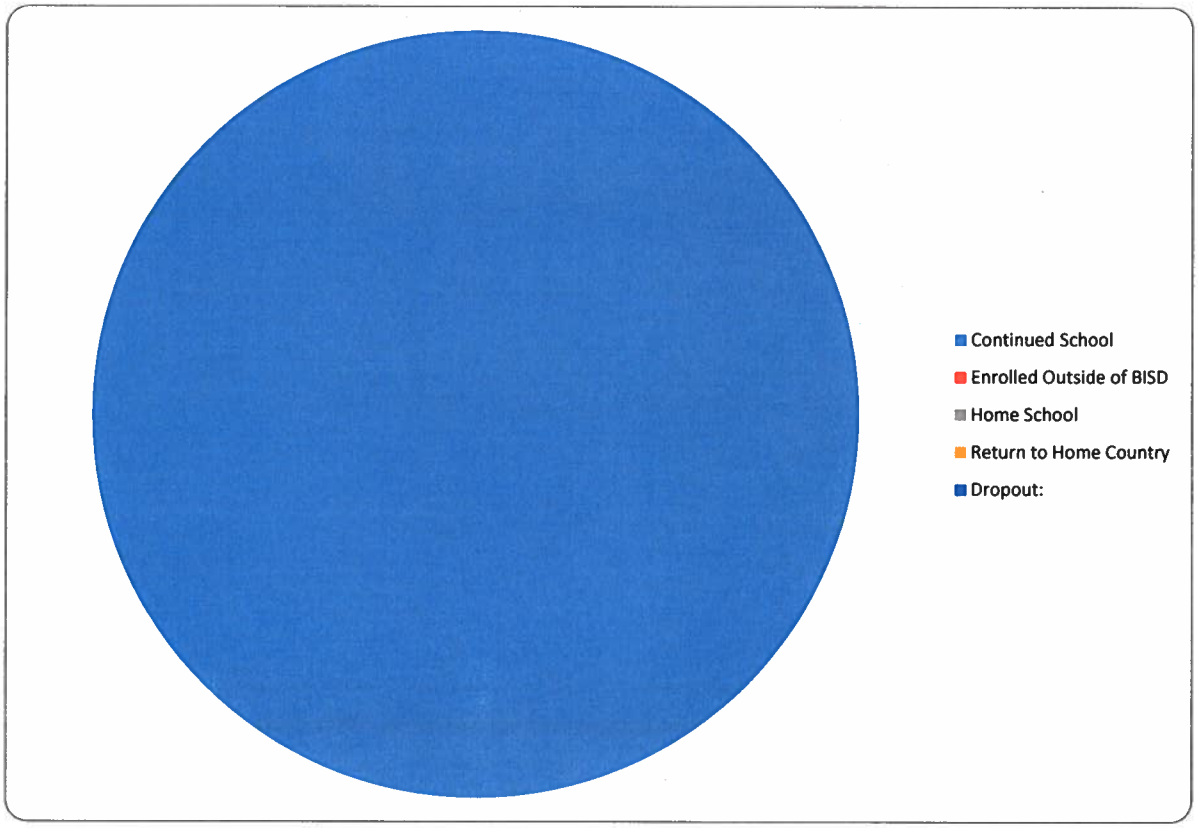


Description	Number of Students	Year To Day
Continued School	103	103
Enrolled Outside of BISD	0	0
Home School	0	1
Return to Home Country	0	2
Dropout:	0	0
Total	103	106

Grade Level	Number of Students	Year To Day
6th	78	80
7th	10	10
8th	15	16
Total	103	106

Description	Percentage
Continued School	100%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Communities In Schools of Cameron County
Lucio Middle School
May 2020

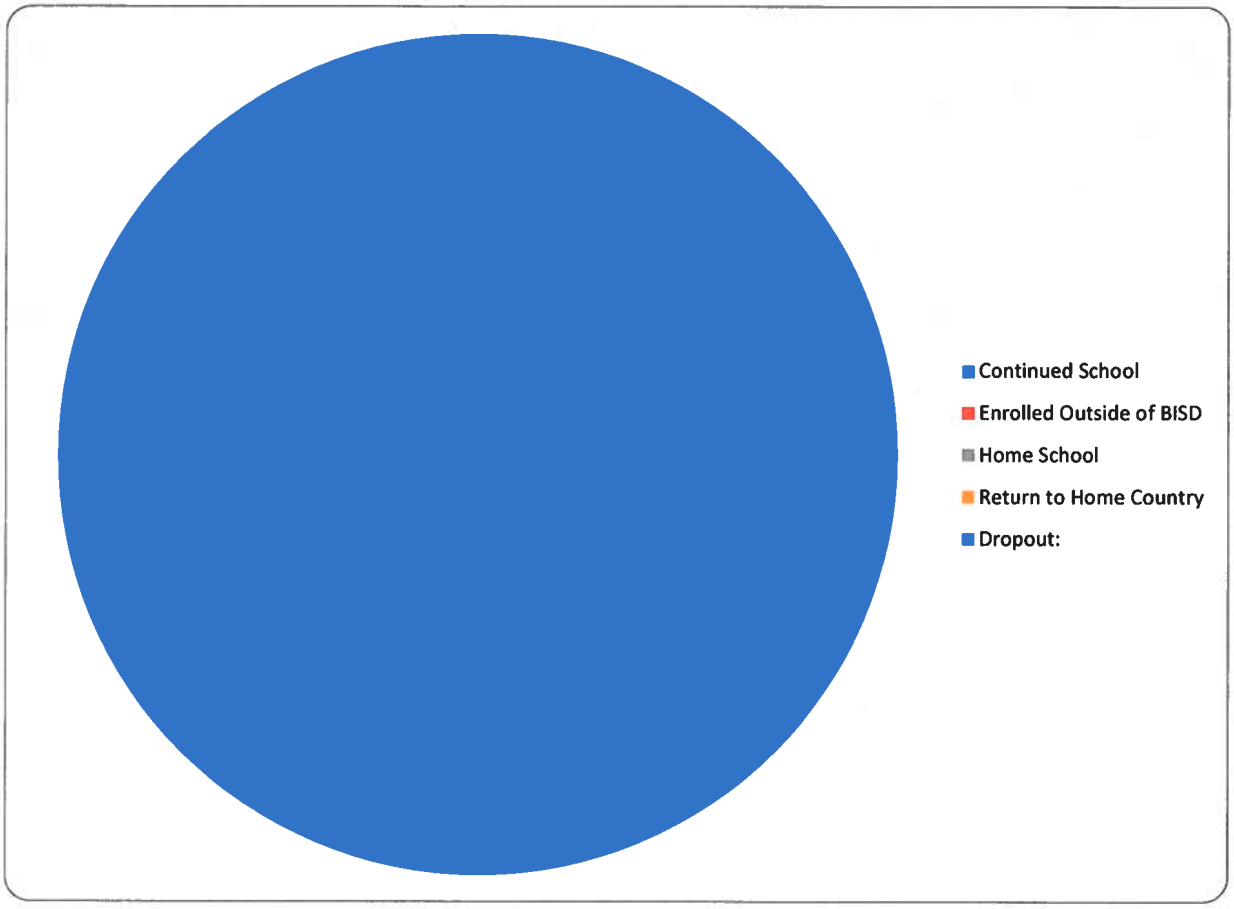


Description	Number of Students	Year To Day
Continued School	96	96
Enrolled Outside of BISD	0	0
Home School	0	0
Return to Home Country	0	2
Dropout:	0	0
Total	96	98

Grade Level	Number of Students	Year To Day
6th	29	30
7th	34	35
8th	33	33
Total	96	98

Description	Percentage
Continued School	100%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Communities In Schools of Cameron County
Manzano Middle School
May 2020

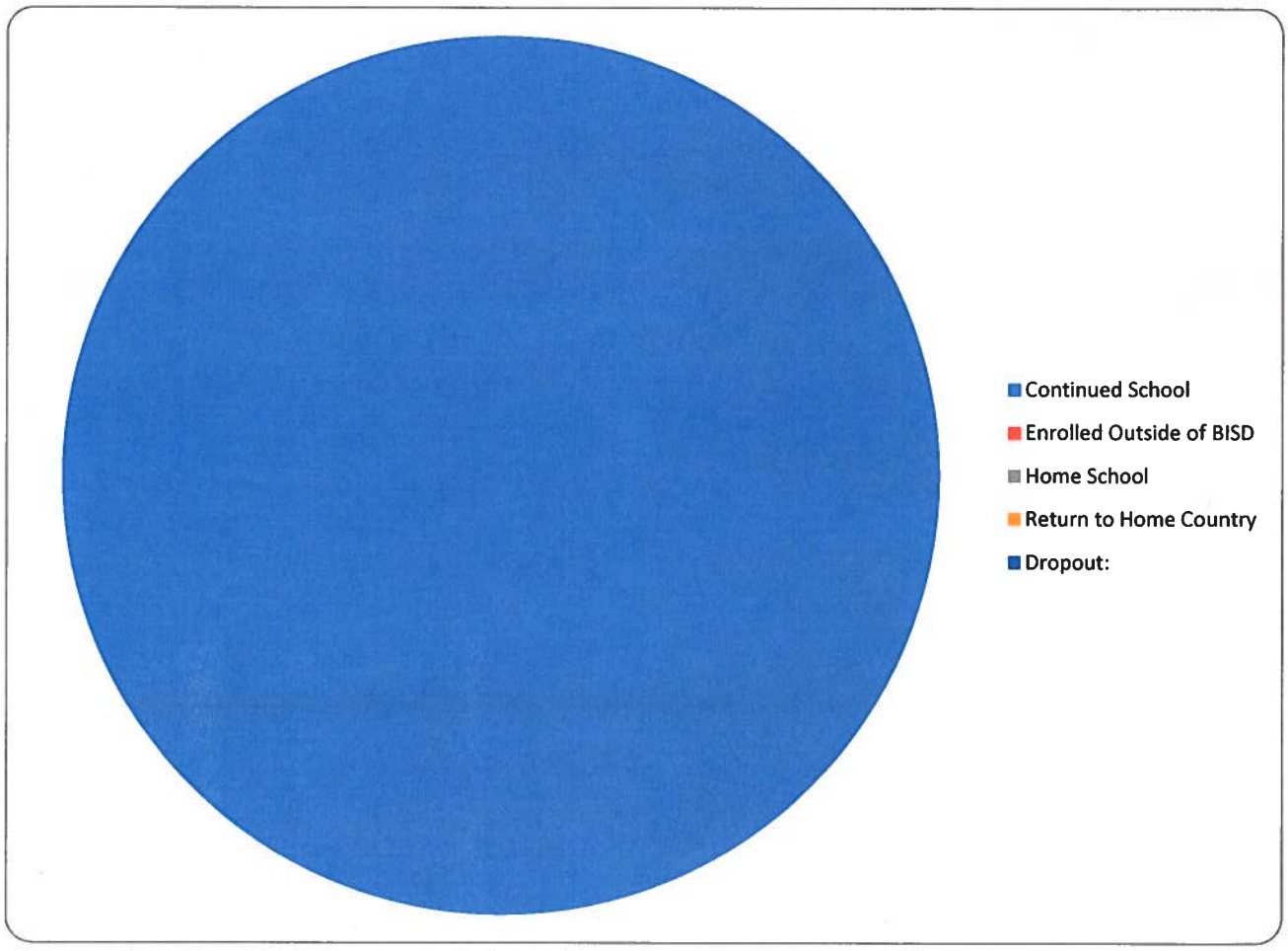


Description	Number of Students	Year To Day
Continued School	106	106
Enrolled Outside of BISD	0	0
Home School	0	0
Return to Home Country	0	0
Dropout:	0	0
Total	106	106

Grade Level	Number of Students	Year To Day
6th	47	47
7th	25	25
8th	34	34
Total	106	106

Description	Percentage
Continued School	100%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Communities In Schools of Cameron County
Oliveira Middle School
May 2020

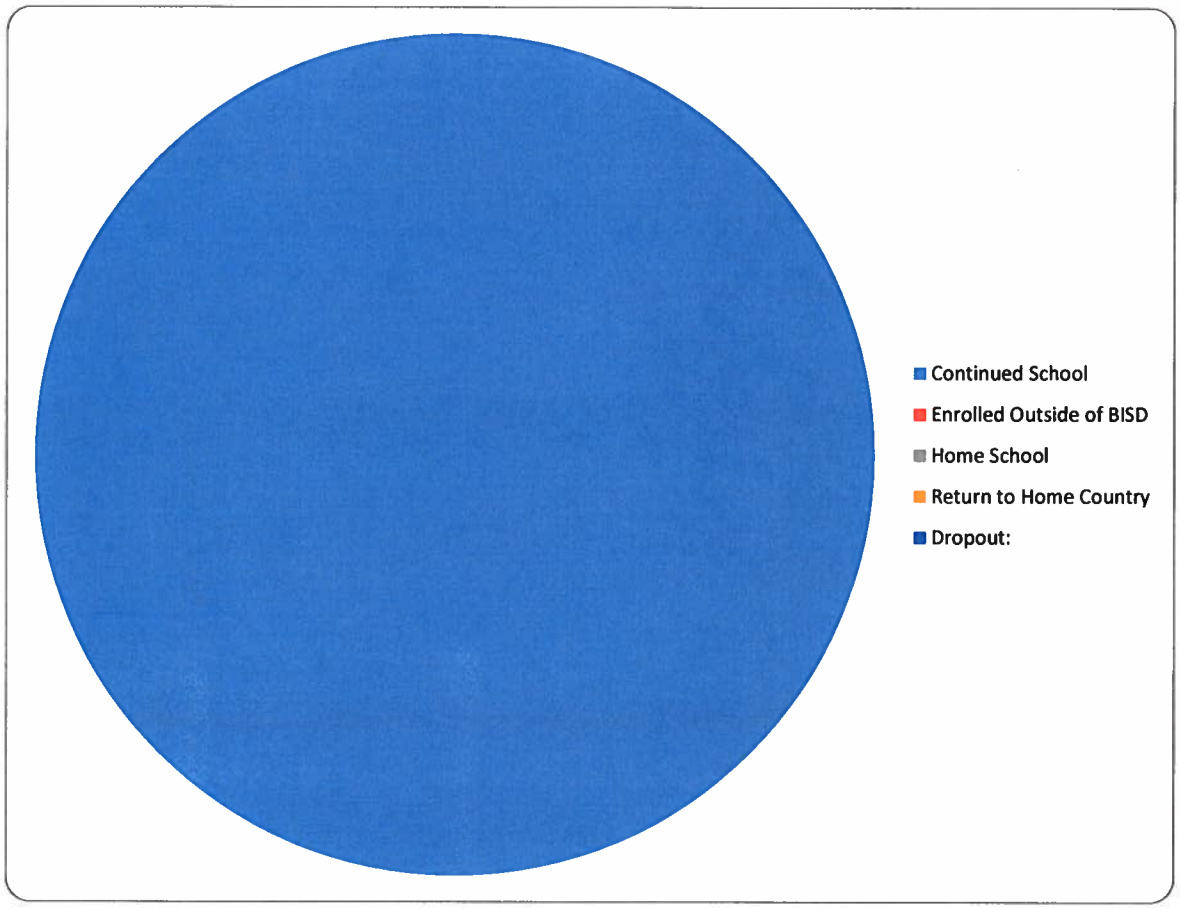


Description	Number of Students	Year To Day
Continued School	96	96
Enrolled Outside of BISD	0	3
Home School	0	0
Return to Home Country	0	0
Dropout:	0	0
Total	96	99

Grade Level	Number of Students	Year To Day
6th	40	42
7th	20	20
8th	36	37
Total	96	99

Description	Percentage
Continued School	100%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Communities In Schools of Cameron County
Perkins Middle School
May 2020

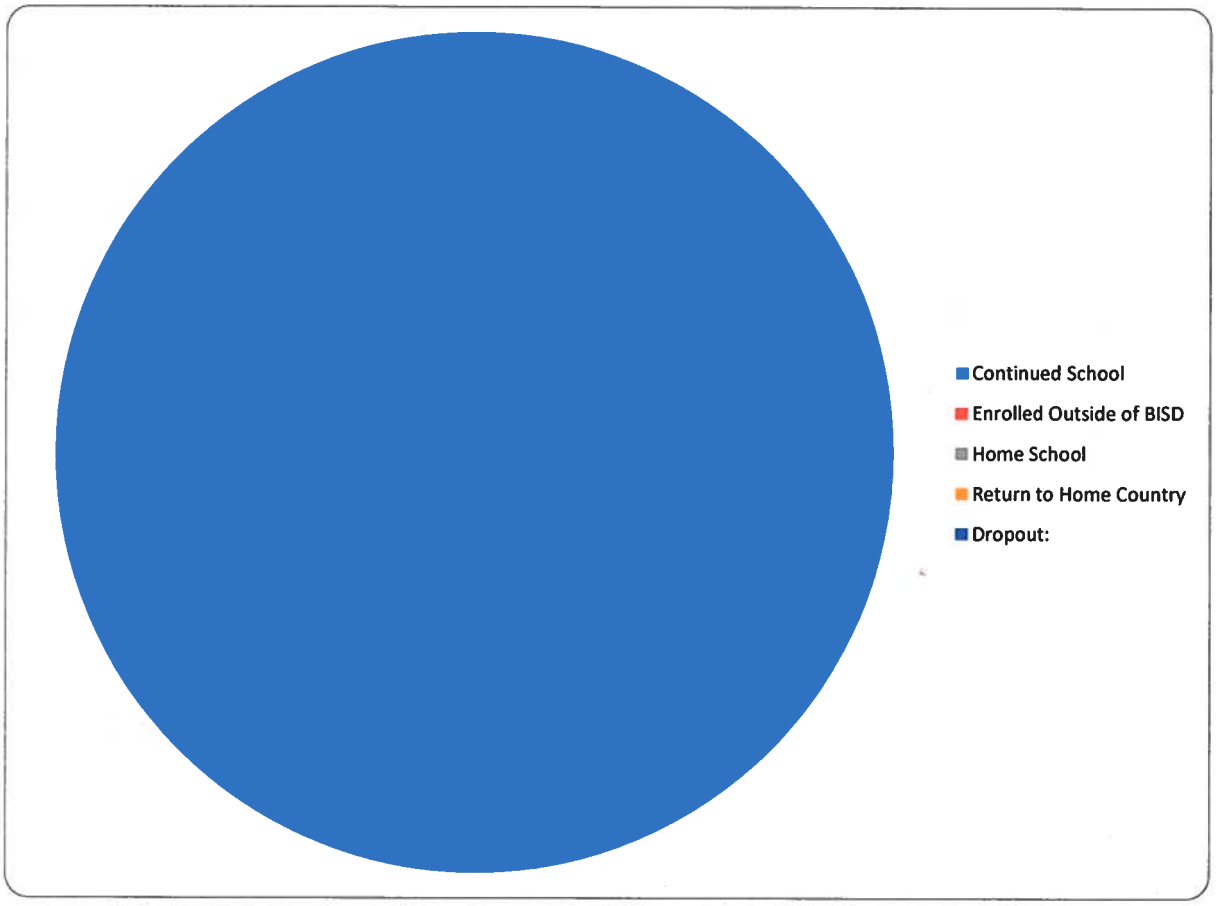


Description	Number of Students	Year To Day
Continued School	126	126
Enrolled Outside of BISD	0	3
Home School	0	0
Return to Home Country	0	0
Dropout:	0	0
Total	126	129

Grade Level	Number of Students	Year To Day
6th	61	63
7th	29	29
8th	36	37
Total	126	129

Description	Percentage
Continued School	100%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Communities In Schools of Cameron County
Stell Middle School
May 2020

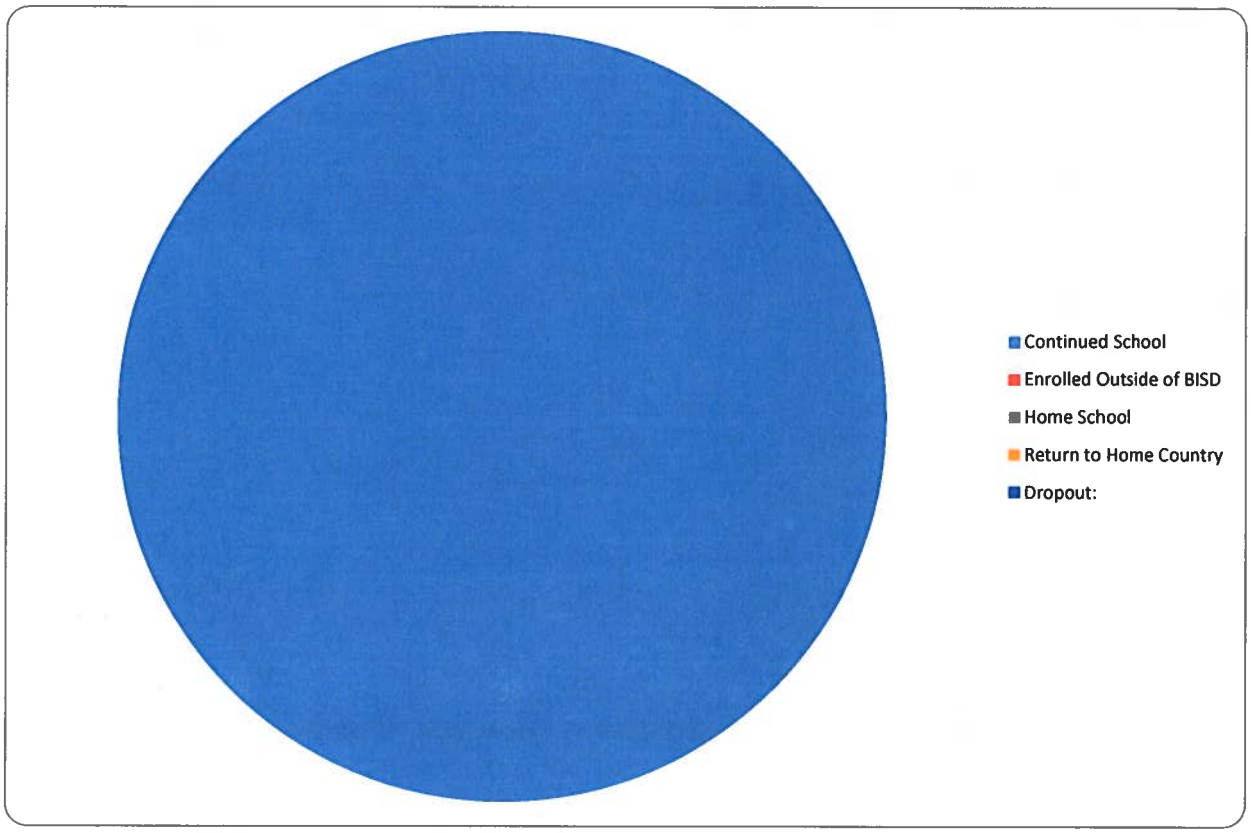


Description	Number of Students	Year To Day
Continued School	108	108
Enrolled Outside of BISD	0	1
Home School	0	0
Return to Home Country	0	0
Dropout:	0	0
Total	108	109

Grade Level	Number of Students	Year To Day
6th	20	21
7th	34	34
8th	54	54
Total	108	109

Description	Percentage
Continued School	100%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Communities In Schools of Cameron County
Stillman Middle School
May 2020

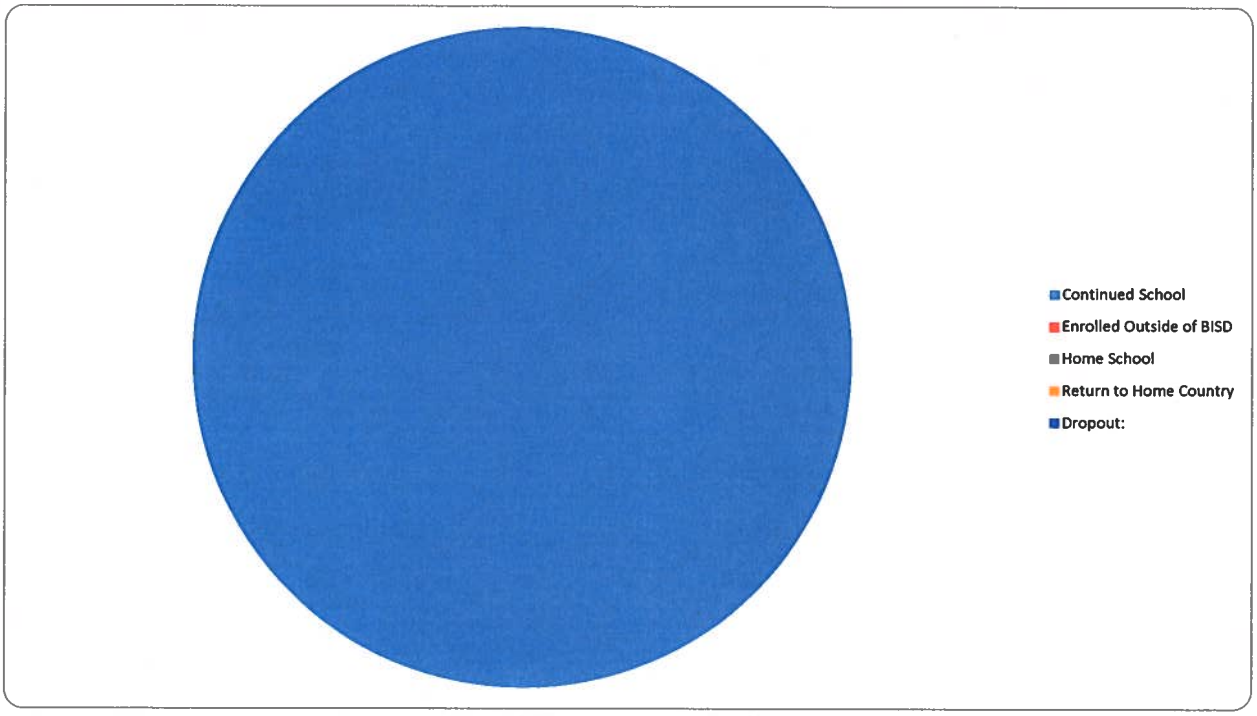


Description	Number of Students	Year To Day
Continued School	103	103
Enrolled Outside of BISD	0	1
Home School	0	0
Return to Home Country	0	0
Dropout:	0	0
Total	103	104

Grade Level	Number of Students	Year To Day
6th	39	39
7th	37	37
8th	27	28
Total	103	104

Description	Percentage
Continued School	100%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Communities In Schools of Cameron County
Vela Middle School
May 2020

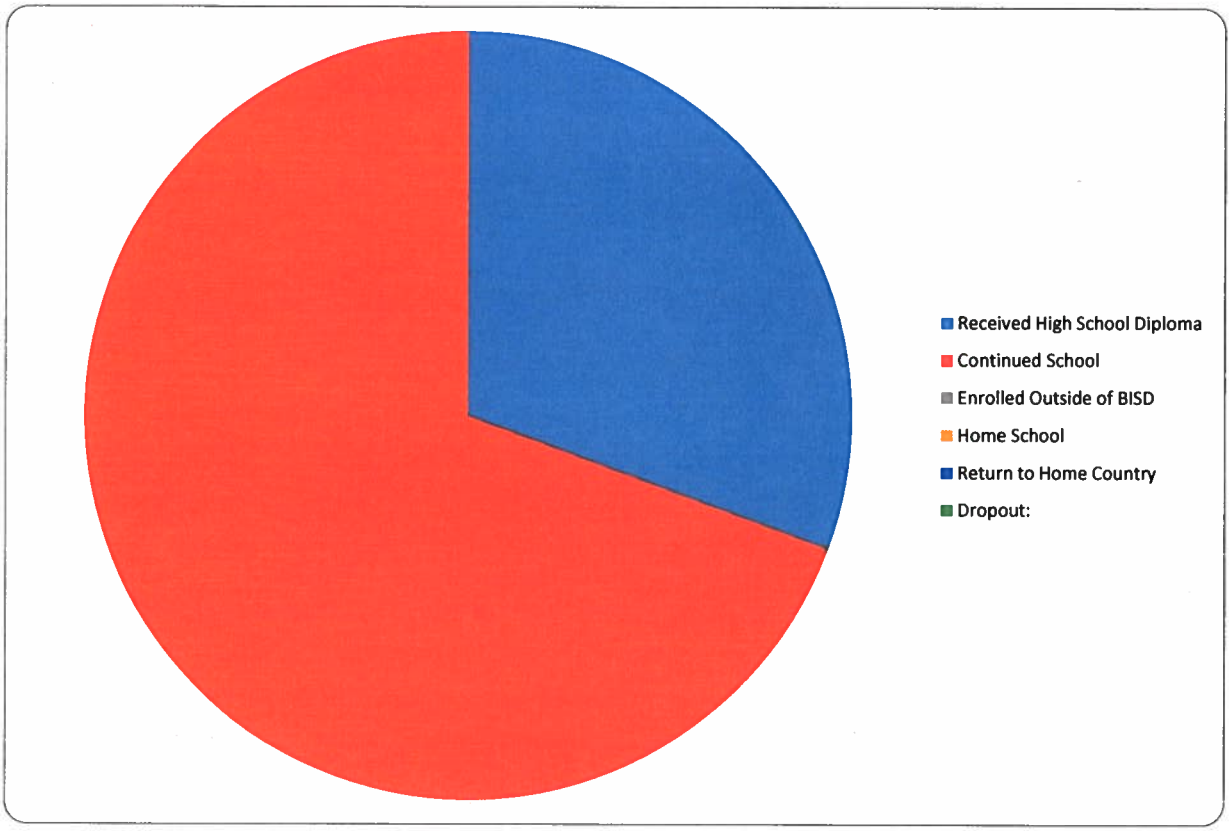


Description	Number of Students	Year To Day
Continued School	98	98
Enrolled Outside of BISD	0	5
Home School	0	0
Return to Home Country	0	2
Dropout:	0	0
Total	98	105

Grade Level	Number of Students	Year To Day
6th	64	67
7th	14	17
8th	20	21
Total	98	105

Description	Percentage
Continued School	100%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Communities In Schools of Cameron County
Hanna Early College High School
May 2020



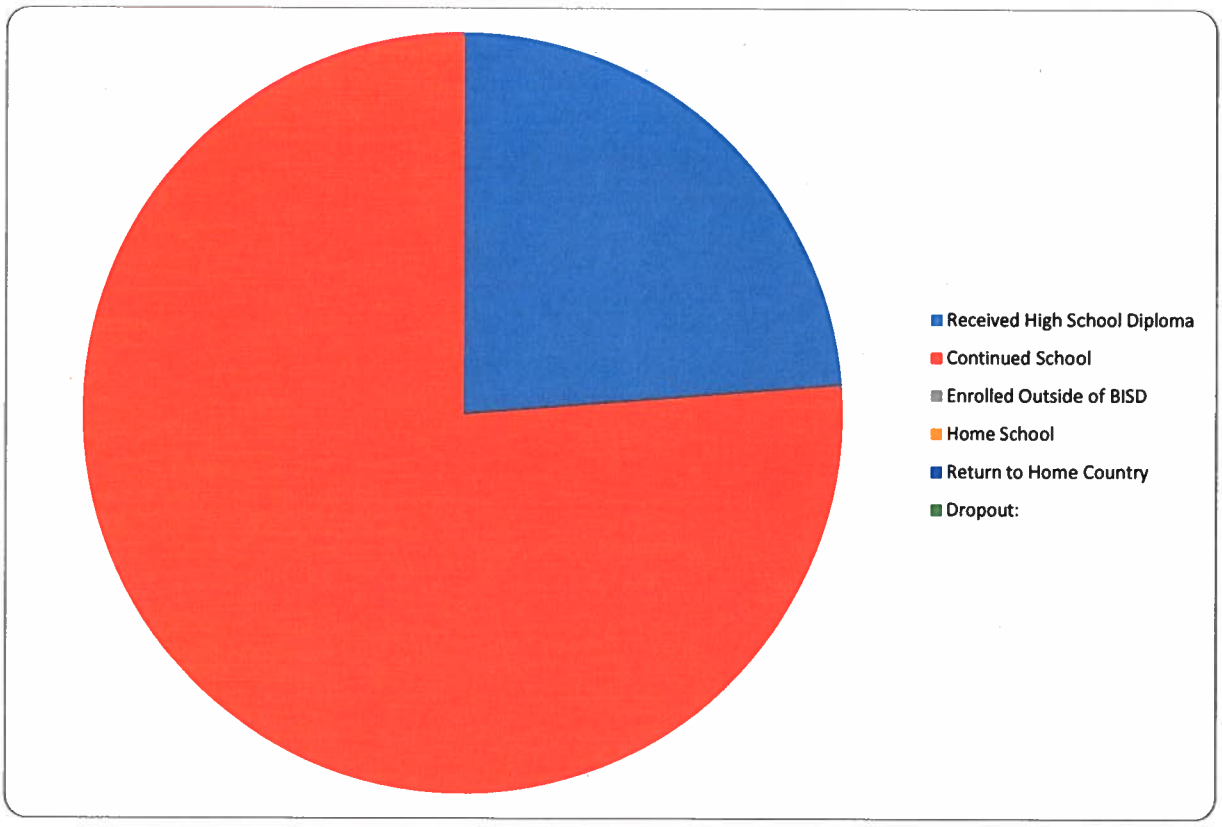
Description	Number of Students	Year to Day
Received High School Diploma	30	30
Continued School	68	68
Enrolled Outside of BISD	0	3
Home School	0	0
Return to Home Country	0	3
Dropout:	0	0
Total	98	104

Grade Level	Number of Students	Year to Day
9th	27	29
10th	25	26
11th	15	17
12th	31	32
Total	98	104

Description	Percentage
Received High School Diploma	31%
Continued School	69%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

28 Seniors, 2 Juniors, 3 Seniors/Summer School

Communities In Schools Of Cameron County
Porter Early College High School
May 2020



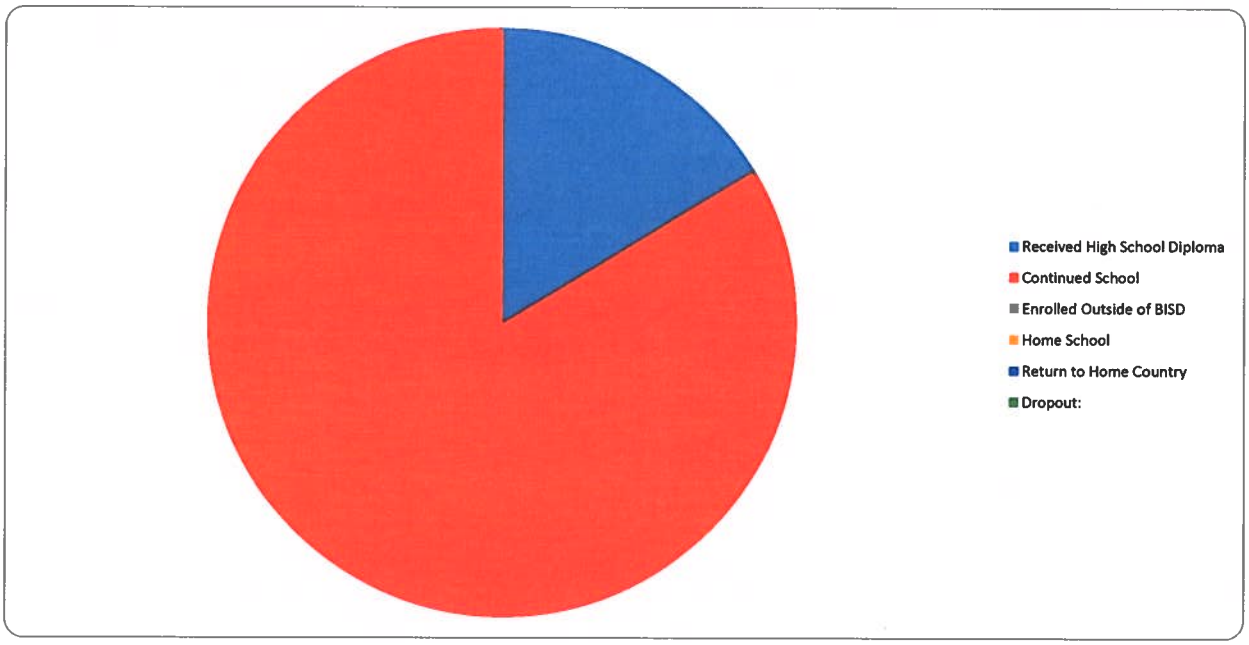
Description	Number of Students	Year to Day
Received High School Diploma	24	25
Continued School	77	77
Enrolled Outside of BISD	0	4
Home School	0	0
Return to Home Country	0	0
Dropout:	0	1
Total	101	107

Grade Level	Number of Students	Year to Day
9th	33	35
10th	19	21
11th	23	24
12th	26	27
Total	101	107

Description	Percentage
Received High School Diploma	24%
Continued School	76%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

24 Seniors, 2 Seniors/Summer School

Communities In Schools of Cameron County
Pace Early College High School
May 2020



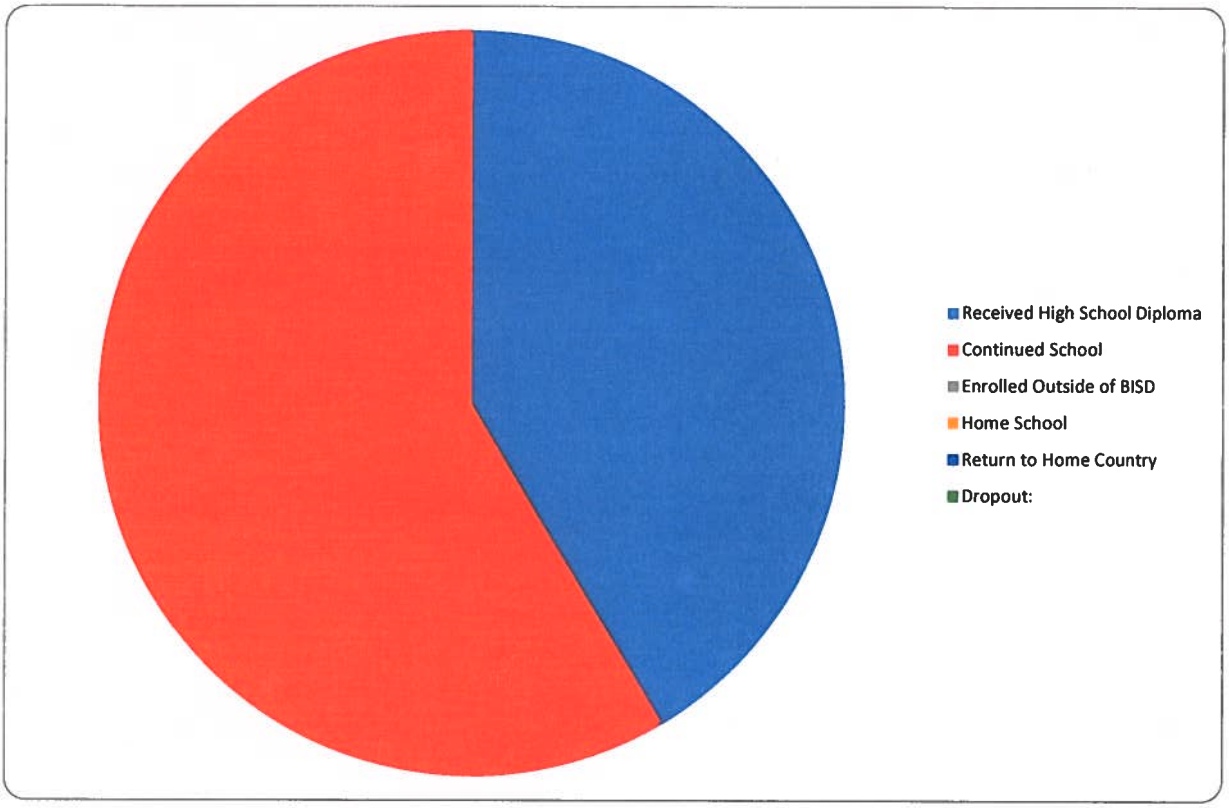
Description	Number of Students	Year to Day
Received High School Diploma	16	16
Continued School	82	82
Enrolled Outside of BISD	0	5
Home School	0	0
Return to Home Country	0	4
Dropout:	0	0
Total	98	107

Grade Level	Number of Students	Year to Day
9th	38	41
10th	19	21
11th	24	26
12th	17	19
Total	98	107

Description	Percentage	
Received High School Diploma	16%	16 Seniors, 1 Senior/ Retained
Continued School	84%	
Enrolled Outside of BISD	0%	
Home School	0%	
Return to Home Country	0%	
Dropout	0%	
Total	100%	

1 Los Fresnos High School

Communities In Schools of Cameron County
Rivera Early College High School
May 2020

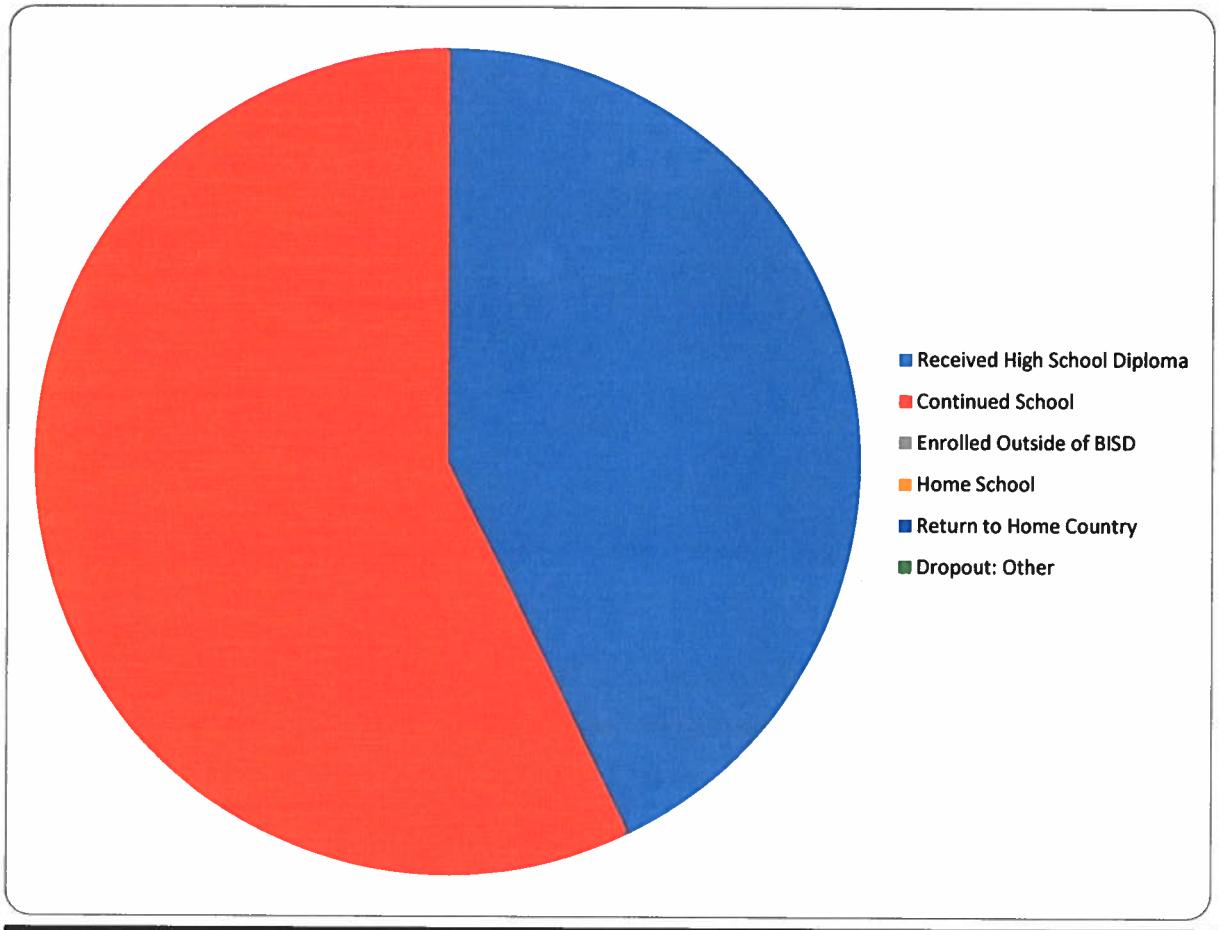


Description	Number of Students	Year to Day
Received High School Diploma	41	41
Continued School	58	58
Enrolled Outside of BISD	0	1
Home School	0	0
Return to Home Country	0	5
Dropout:	0	0
Total	99	105

Grade Level	Number of Students	Year to Day
9th	14	15
10th	16	18
11th	24	27
12th	45	45
Total	99	105

Description	Percentage	
Received High School Diploma	41%	41 Seniors, 4 Seniors/ Summer School
Continued School	59%	
Enrolled Outside of BISD	0%	
Home School	0%	
Return to Home Country	0%	
Dropout	0%	
Total	100%	

Communities In Schools of Cameron County
Lopez Early College High School
May 2020



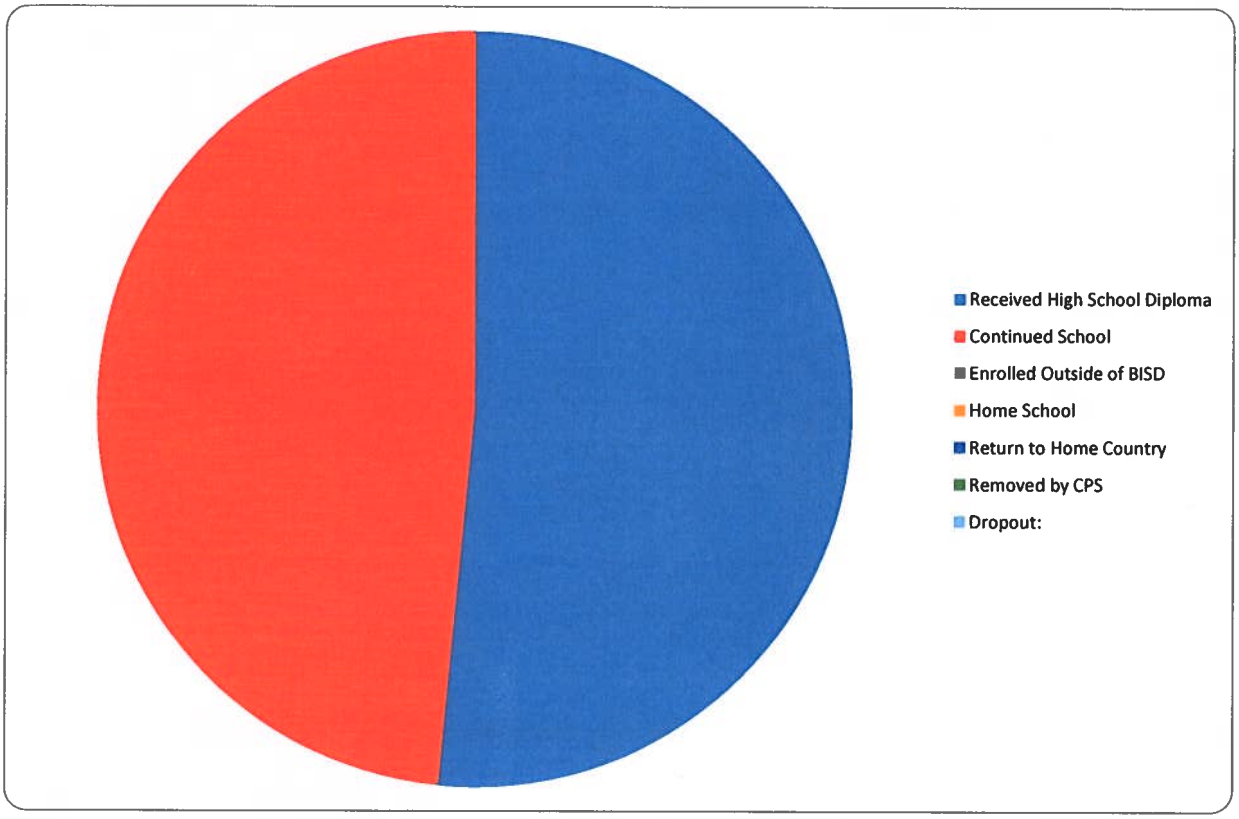
Description	Number of Students	Year to Day
Received High School Diploma	44	44
Continued School	59	59
Enrolled Outside of BISD	0	4
Home School	0	0
Return to Home Country	0	2
Dropout: Other	0	1
Total	103	110

Grade Level	Number of Students	Year to Day
9th	13	16
10th	17	18
11th	24	25
12th	49	51
Total	103	110

Description	Percentage
Received High School Diploma	43%
Continued School	57%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

43 Seniors, 1 Junior, 6 Seniors/ Summer School

Communities In Schools of Cameron County
Veterans Memorial Early College H.S
May 2020



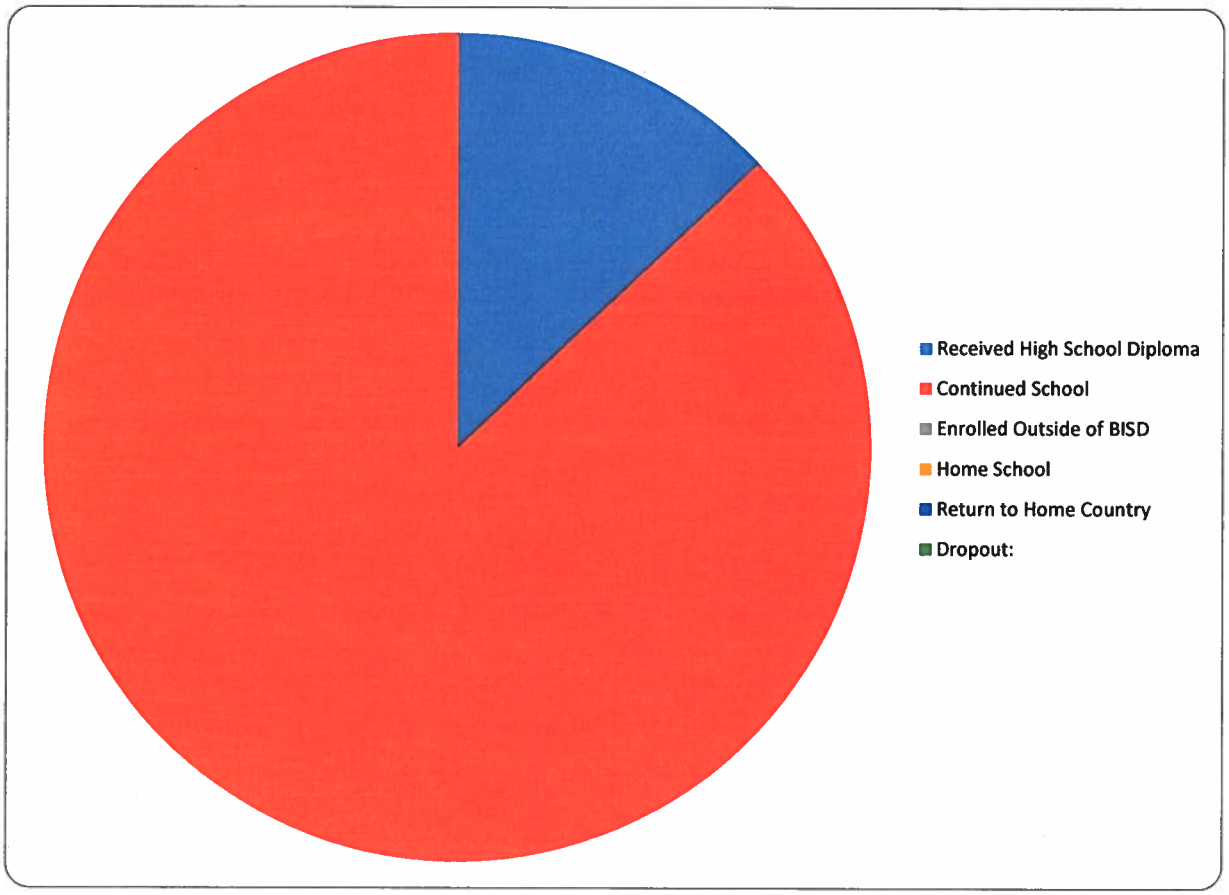
Description	Number of Students	Year to Day
Received High School Diploma	51	52
Continued School	48	48
Enrolled Outside of BISD	0	3
Home School	0	0
Return to Home Country	0	1
Removed by CPS	0	1
Dropout:	0	0
Total	99	105

Grade Level	Number of Students	Year to Day
9th	18	20
10th	16	16
11th	16	18
12th	49	51
Total	99	105

Description	Percentage
Received High School Diploma	52%
Continued School	48%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

50 Seniors, 1 Junior, 1 Senior/Summer School

Communities In Schools of Cameron County
Brownsville Learning Academy
May 2020



Description	Number of Students	Year to Day
Received High School Diploma	11	20
Continued School	74	74
Enrolled Outside of BISD	0	0
Home School	0	1
Return to Home Country	0	7
Dropout:	0	3
Total	85	105

Grade Level	Number of Students	Year to Day
6th	3	3
7th	11	15
8th	19	21
9th	7	7
10th	10	10
11th	10	12
12th	25	37
Total	85	105

Description	Percentage
Received High School Diploma	13%
Continued School	87%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

11 Seniors, 14 Seniors/Bridge Cohor

Brownsville Independent School District

Agenda Category: General Function — Contracts/MOU **Board of Education Meeting:** 08/06/19

Item Title: Communities in School Contract For all Early College High Schools and all Middle Schools in BISD

X Action
___ Information
___ Discussion

BACKGROUND:

Brownsville Independent School District respectfully requests permission to renew the contract with Communities in Schools (CIS) for comprehensive prevention/intervention services for at-risk and Economically Disadvantaged students. CIS implements a Case Management State Model which is a client-centered, goal-oriented process for assessing the needs of individuals for particular services and assisting them in obtaining those services. CIS services include remedial instruction, health/social services referrals, and parental involvement. Attendance, course completion and EOC/STAAR/TAKS scores will be used to evaluate long and short term program effectiveness. Services will be rendered to eligible At-Risk and Economically Disadvantaged students at all seven Early College High Schools and one Alternative Education Program (Hanna, Pace, Porter, Rivera, Lopez, Veterans, and BLA HS) as well as ten Middle Schools (Besteiro, Faulk, Garcia, Lucio, Manzano, Oliveira, Perkins, Stell, Stillman and Vela). The cost is $ 425,000.00 from State Compensatory Education (162). Legal counsel reviewed this Memorandum of Understanding.

FISCAL IMPLICATIONS:

Categorical Funds not to exceed $ 425,000.00 from State Compensatory Education (162)

RECOMMENDATION:

Recommend approval to renew the Memorandum with Communities in Schools Cameron County, Brownsville, Texas, for Case Management Services for At-Risk and Economically Disadvantaged students for the 2019-2020 school year in the amount not to exceed $ 425,000.00 from categorical funds.

Martin Luna/JJ DeLeon
Submitted by: Principal/Program Adm.

Sandra Lopez
Recommended by: Assistant Superintendent

Miguel Salinas
Reviewed by: Staff Attorney

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent of Schools

When Necessary, Additional Background May Follow This.

STATE OF TEXAS*

COUNTY OF CAMERON*

CONTRACT

THIS CONTRACT is entered into on this the 3rd day of September, 2019, by and between **BROWNSVILLE INDEPENDENT SCHOOL DISTRICT,** (hereinafter referred to as "School District" or "BISD") and **COMMUNITIES IN SCHOOLS-CAMERON COUNTY,** hereinafter referred to as "CIS", a non-profit entity located in the City of Brownsville, Cameron County, Texas. This agreement is in effect for the 2019-2020, hereafter referred to as "current" school year.

WHEREAS, the School District has a great concern about the number of students dropping out of school and is of the opinion that case management and social service referral services may assist those students.

I.

CIS RESPONSIBILITIES

WHEREAS, CIS has represented to the School District that it can provide these services to Brownsville ISD; CIS agrees to:

1) Provide comprehensive dropout prevention/intervention services to at-risk students for a minimum of 90 at-risk students and maximum of 110 at-risk students. CIS Site Coordinators may recruit additional at-risk students as recommended by the campus dropout committee.

2) Implement the CIS Research Based Case Management State Model that has the following key elements: student-centered, goal-oriented systemic process for assessing a student's needs for particular services and assisting the student in obtaining those services that will lead to success. The CIS Case Management team will work as professional partners with each student and his/her family to:

   A. Coordinate, identify and prioritize personal strengths and needs of each student served, develop a service plan, implement and evaluate services to meet those needs, deliver the services, and track the student's progress in collaboration with the School District's Dropout Prevention Services and high school campus goals. Priority will be given to pregnant students and homeless students.

   B. Ensure a detailed student profile is developed so that a comprehensive program can be tailored to the student's individual needs.

   C. Be student-focused, from intake through exit, to outcomes with documentation in each student's file which will be entered into the state case management system.

D. Track and record services, progresses, and outcomes.

E. Provide a holistic approach for site coordinators to work with students.

F. Ensure that every barrier to a student's success is identified, issues are targeted, and site coordinators relate all services and actions to outcomes.

G. Establish meaningful relationships between CIS staff and the student, allowing for effective management of all issues.

H. Connect agencies to students and families as needed.

I. Site coordinators will be responsible for submitting reports to the State Compensatory Education Department on the status of each student's grades, attendance, and discipline, parental intervention meetings, and other related matters.

J. High school and middle school site coordinators must attend district and campus dropout meetings and all campus plans will be reviewed and approved by the State Compensatory Education Department.

3) Conduct an initial needs assessment of each student and his/her family referred by the School District Counselors, Teachers and/or Principal to CIS when the student is introduced into the CIS network and develop a necessary service delivery program for the student. The student and the student's parents shall be parties in developing this assessment and service delivery schedule.

4) The service delivery schedule will deliver core components of the program provided by CIS which will include the following elements as required by CIS State mandates:

A. Supportive Guidance:
   i. PGP referral to Academic Counselor
   ii. Referral to At-Risk Counselor if applicable
   iii. Academic Encouragement
   iv. Attendance
B. Health and Human Services
C. Career Awareness and Employment
   i. Provide opportunities for at-risk students to participate in a mentoring program
D. Parental and Family Involvement
   i. Distribution of At-Risk Student Personal Graduation Plans
   ii. Home Visits
   iii. Phone Call to Parents
E. Enrichment

F. Educational Enrichment (Accelerated Instruction)

i. Referral to TAKS/EOC/STAAR and Academic Tutorials
ii. Referral to Summer School (Extended Year Services)

5) Offer employment referrals for high school students and family members by working with the Workforce Solutions Cameron. Such employment opportunities begin with entry-level jobs and may vary depending on student and family members' interest, qualifications and experience. Additionally, work maturity skills training will be provided in an effort to assist the student and the student's family in their job search efforts.

6) Conduct an annual evaluation of the intervention and prevention program in conjunction with District overall evaluation efforts. The process will include but not be limited to the following measurements and procedures:

A) Expected Outcome:
Project participants will improve their attitudes about school, themselves, and future career opportunities.

Evaluation Procedure:
Pre and Post intervention attitudinal surveys will be conducted.

B) Expected Outcome:
Project participants will improve their daily school attendance.

Evaluation Procedure:
The number of days attended will be compared to previous years attendance.

C) Short-term Expected Outcome:
At least 95% of project participants will complete the current school year.

Evaluation Procedure:
Caseloads will be monitored and evaluated through the CIS Tracking Monitoring System (CISTMS). Student participation will be documented throughout the year and end of the year reports will be reviewed, evaluated, and shared with the school district.

D) Long-term Expected Outcome:
At least 95% of project participants will return to school for the current school year or graduate.

Evaluation Procedure:
Student activity will be tracked from year to year utilizing data from the PEIMS system, CIS Tracking Monitoring System (CISTMS) and other Special Programs in BISD.

7) Bring as many outside resources and services to children and parents as needed to assure that they remain and perform successfully in school. State CIS funds will provide the base for direct services, local contributions, and non-financial agreements will be solicited to implement the total CIS concept.

8) Communities In Schools - Cameron County agrees to submit the names of all its employees and all pertinent information to the BISD Human Resources Department so that BISD may conduct any and all criminal background checks required by law. BISD at its sole discretion shall approve those employees of Communities In Schools - Cameron County in regards to the criminal background check.

9) Communities In Schools - Cameron County acknowledges that as a service provider under agreement with the BISD that Communities In Schools - Cameron County has a legitimate educational interest in the student data and information contained in the educational records provided to them in the execution of providing services to the District. Communities In Schools - Cameron County agrees to keep confidential all educational records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by Communities In Schools - Cameron County shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s).

10) CIS will retain all assigned site coordinators at their assigned campuses for the duration of this agreement.

11) CIS will provide campus principals with the CIS Site Coordinator Job Description prior to the start of the first day of instruction.

II.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT REPONSIBILITIES

The **BROWNSVILLE INDEPENDENT SCHOOL DISTRICT**, as consideration for providing the services outlined above, agrees to:

1) Include Communities In Schools-Cameron County in the School District's Improvement Plan for the current school year.

2) Provide available and reasonable facilities adequate to implement the services agreed upon on this contract.

3) Provide CIS the sum not to exceed FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($ 425,000.00). CIS will provide up to seventeen (17) site coordinators to service high schools and alternative education program and Middle Schools campuses in the school district as needed. Funds will be rendered subject to the District's needs and funding.

4) Provide CIS a payment not to exceed $ 212,500.00 on or before September 03, 2019 and $ 212,500.00 on or before January 6, 2020. The total sum not to exceed $ 425,000.00 that CIS will be contracted for includes a 7.5% indirect cost for schools that CIS will serve.

5) Retain all assigned site coordinators at their assigned campuses for the duration of this agreement.

6) Adhere to the CIS Site Coordinator Job Description provided by the CIS Supervisor/Director.

7) Services will be rendered subject to the District's needs and available funding.

III.

ADDITIONAL TERMS

1) **Termination:**
The Brownsville Independent School District shall have the right to terminate this agreement without cause on thirty (30) days written notice.

Payments not made within 30 (thirty) days of payment due date shall cause the CIS program to provide written notice to the School District that it intends to terminate the program. The School District shall have 10 (ten) days from receipt of the written notice to cure the default of payment or the program will be terminated without further obligation or responsibility on the part of CIS.

2) **Reimbursement Upon Termination:**
In the event of termination as specified in the termination clause above, CIS shall make pro-rated reimbursement of the proceeds received under this contract as of the end of the date of termination. No reimbursement will be made for termination by Brownsville Independent School District after the end of the regular current school year.

3) **Terms and Dates of Employment**
The period of performance of this agreement shall commence on September 03, 2019 and shall end August 31, 2020. No cost will be incurred or charged on agreement prior to the starting date or subsequent to the ending date. All days are payable based on eight-hour terms.

4) **Exclusions**
Communities in Schools site coordinators are not responsible for developing student Personal Graduation Plans, handling transcript student information, or interpreting standardized testing information at any district campus.

IV.

MISCELLANEOUS TERMS

1) It is understood and agreed that the CIS, is an independent contractor and that neither CIS nor any employees or agents contracted by CIS shall be deemed for any purpose to be employees or agents of the Brownsville Independent School District.

2) This agreement does not create a joint venture or business partnership under Texas law. CIS assumes full responsibility for the employment of such personnel and volunteers while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

The Campus Principal is the point of contact at an individual campus. As point of contact, the campus principal oversees the case management services performed by the site coordinator during regularly scheduled work hours. Therefore, the campus principal in collaboration with the State Compensatory Education Department will be held accountable for the actions of CIS Site Coordinator during regularly scheduled work hours. The CIS Site Coordinator is expected to operate under the guidelines and policies set forth by BISD and the individual campus handbook in addition to guidelines set forth by the State Compensatory Education Department and Communities In Schools.

3) Neither party relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, or agents as a result of the execution of this agreement and performance of the function or obligations described herein.

4) CIS agrees to assume full responsibility for ensuring compliance with Texas Education Code §22.0834 by its employees or subcontractors related to criminal history record information.

5) CIS agrees to maintain the confidentiality of the educational records of BISD students in accordance with the provisions of FERPA. CIS for purposes of this agreement and the Family Educational Rights and Privacy Act, is a designated school official.

6) This agreement may be modified upon the mutual written consent of the parties involved.

THE UNDERSIGNED PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected governmental agencies; (2) the proposed arrangement serves the interest of efficient and economical administration of the State Government and Brownsville Independent School District; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given the lowest responsible bidder.

WITNESS THE HANDS OF THE PARTIES on this, the _____ day of _____, 2019.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

by: _____

Dr. René Gutiérrez

Its: Superintendent of Schools

"CIS"

COMMUNITIES IN SCHOOLS-CAMERON COUNTY

by: _____

Eva Pérez

Its: Executive Director

Brownsville Independent School District

State Compensatory Education

June 2019

Evaluation/ Survey of the services provided by Communities in Schools of Cameron County.

Principals completed an evaluation/survey of the services rendered by aforementioned agency. All participating schools expresses benefits to students in various areas. All principals responded they would continue with the services for the upcoming school year 2019-2020.

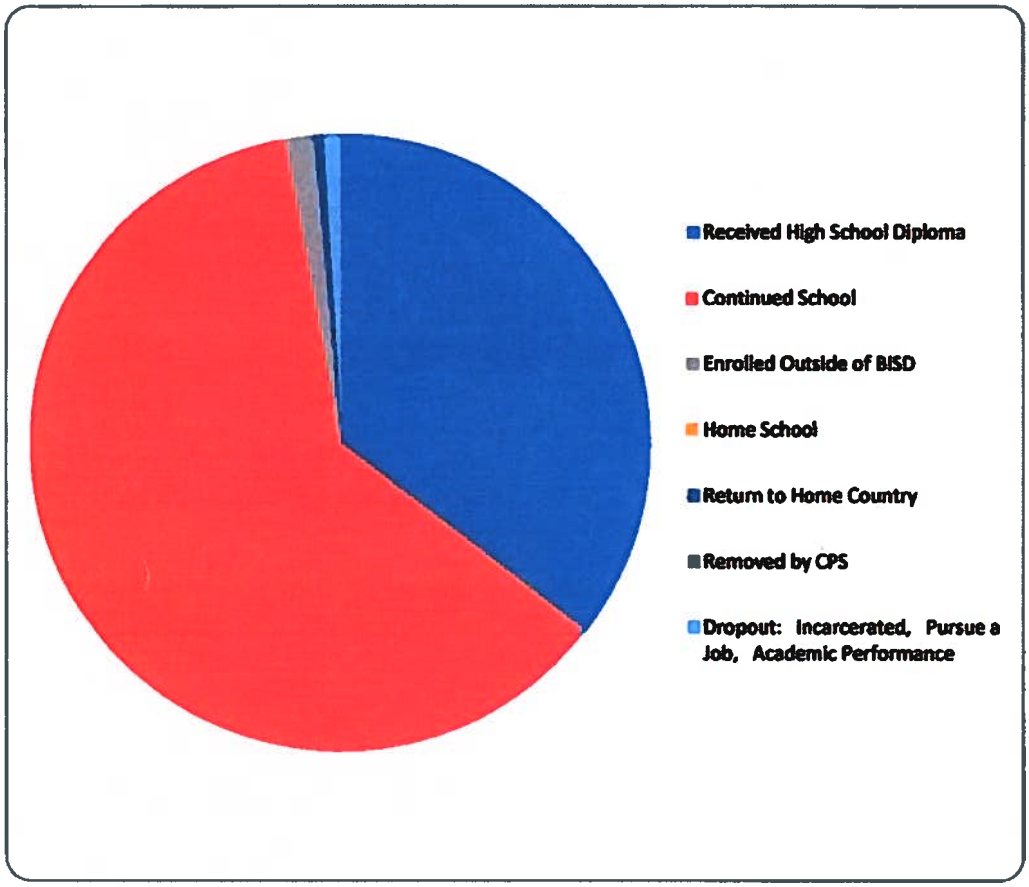
LOC	CAMPUS	YES	NO
001	HANNA ECHS	X	
002	PORTER ECHS	X	
003	PACE	X	
004	RIVERA	X	
006	Brownsville Academic Center	X	
007	LOPEZ ECHS	X	
006	BLA H.S.	X	

Thank you for your continued support and guidance in providing dropout prevention services to at risk students.

Comparison of Memorandum Of Understanding
Communities In School-Cameron County and Brownsville ISD
2019 – 2020 School Year

Page/Section	2018-2019 School Year	2019 - 2020 School Year	Remarks
1. I.(1) Contract	Only school year updates have been done	Only school year updates have been done for the 2019-2020	Revision

Communities In Schools of Cameron County
BISD
2018- 2019

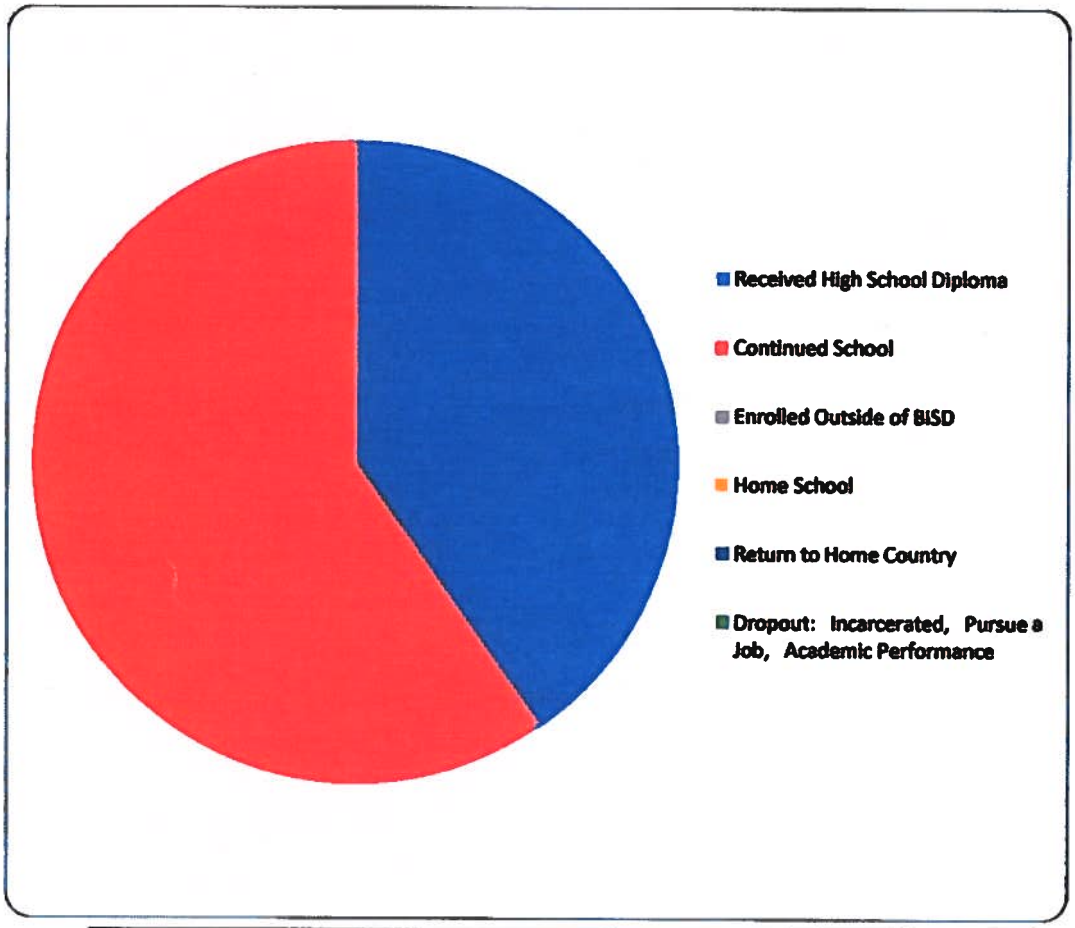


Description	Number of Students
Received High School Diploma	243
Continued School	423
Enrolled Outside of BISD	10
Home School	0
Return to Home Country	3
Removed by CPS	0
Dropout: Incarcerated, Pursue a Job, Academic	7
Total	686

Grade Level	Number of Students
9th	149
10th	155
11th	184
12th	198
Total	686

Description	Percentage
Received High School Diploma	35%
Continued School	62%
Enrolled Outside of BISD	1%
Home School	0%
Return to Home Country	0%
Removed by CPS	0%
Dropout	1%
Total	100%

Communities In Schools of Cameron County
Hanna Early College High School
2018-2019

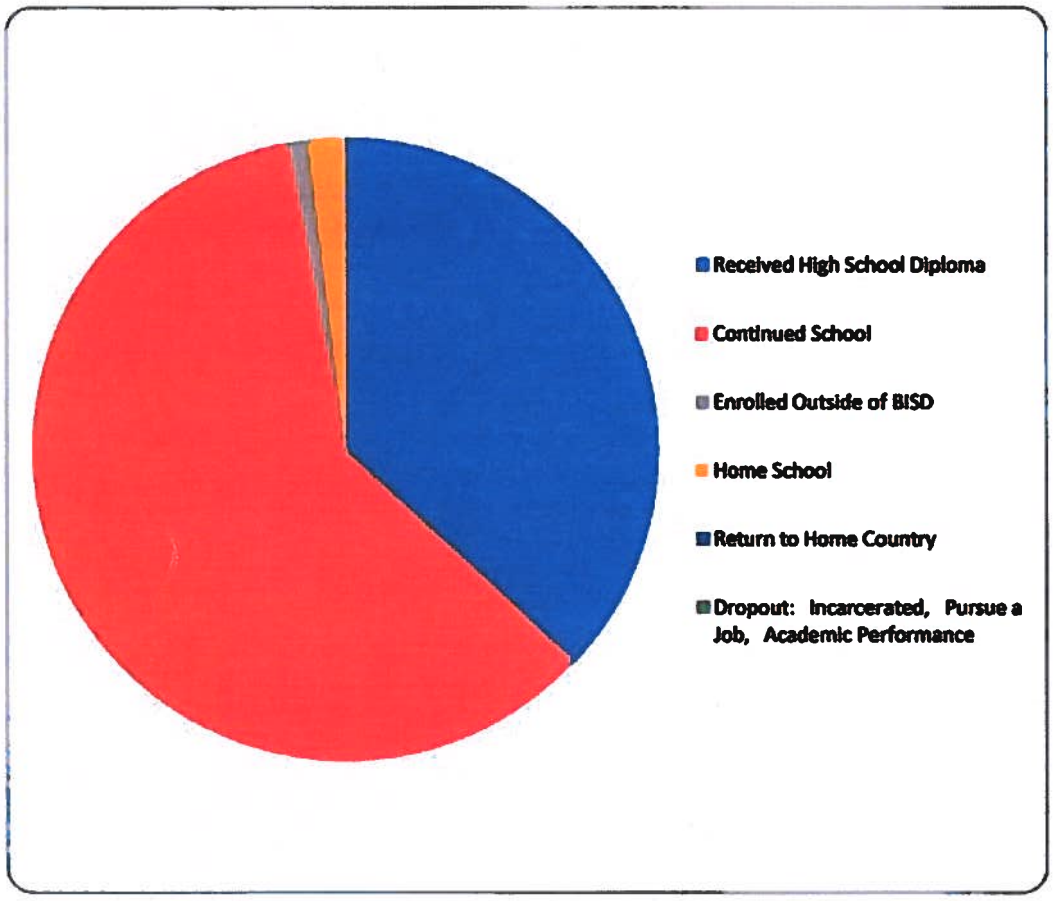


Description	Number of Students
Received High School Diploma	39
Continued School	58
Enrolled Outside of BISD	0
Home School	0
Return to Home Country	0
Dropout: Incarcerated, Pursue a Job, Academic	0
Total	97

Grade Level	Number of Students
9th	22
10th	14
11th	23
12th	38
Total	97

Description	Percentage
Received High School Diploma	40%
Continued School	60%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Communities In Schools Of Cameron County
Porter Early College High School
2018-2019

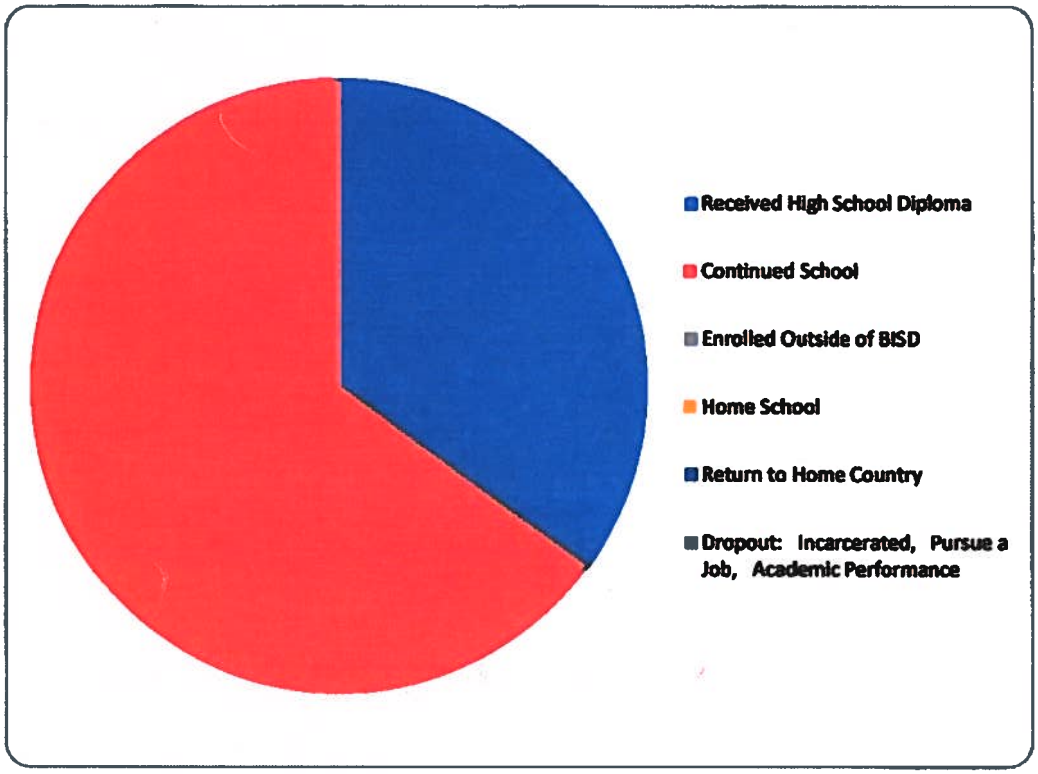


Description	Number of Students
Received High School Diploma	38
Continued School	62
Enrolled Outside of BISD	1
Home School	2
Return to Home Country	0
Dropout: Incarcerated, Pursue a Job, Academic	0
Total	103

Grade Level	Number of Students
9th	21
10th	14
11th	24
12th	44
Total	103

Description	Percentage
Received High School Diploma	37%
Continued School	60%
Enrolled Outside of BISD	1%
Home School	2%
Return to Home Country	0%
Dropout	0%
Total	100%

Communities In Schools of Cameron County
Pace Early College High School
2018-2019

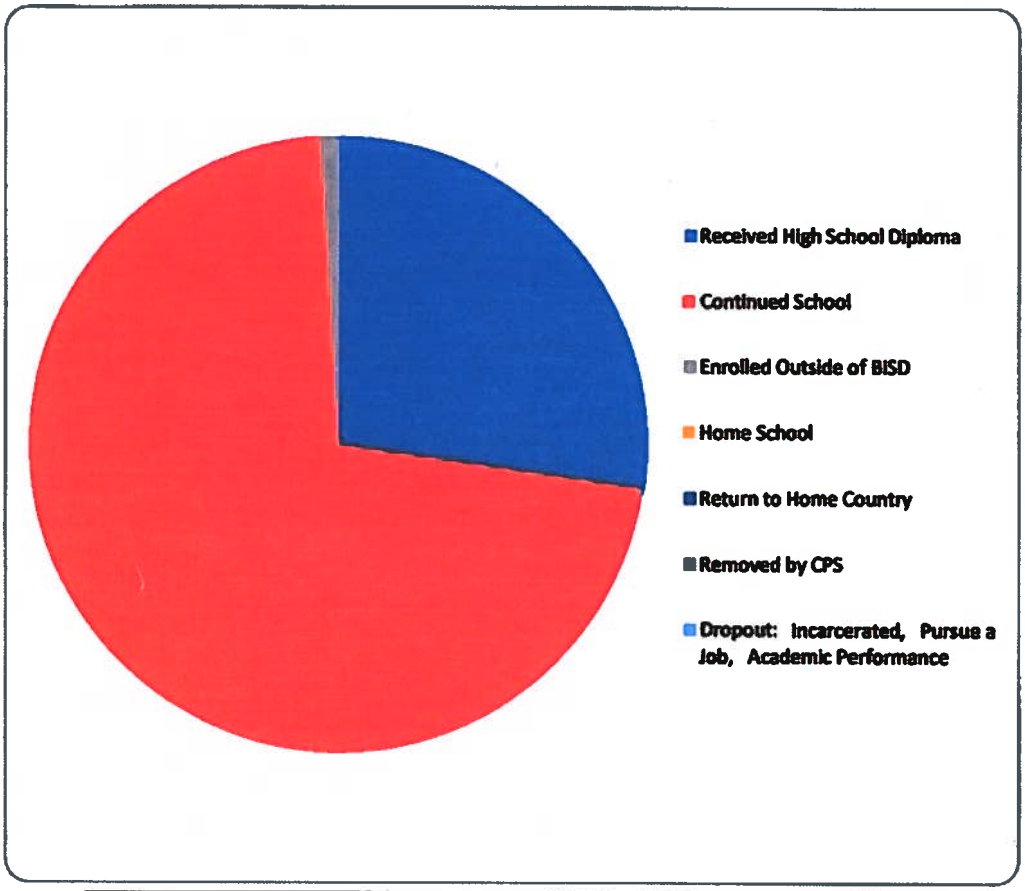


Description	Number of Students
Received High School Diploma	35
Continued School	65
Enrolled Outside of BISD	0
Home School	0
Return to Home Country	0
Dropout: Incarcerated, Pursue a Job, Academic Performance	0
Total	100

Grade Level	Number of Students
9th	20
10th	25
11th	26
12th	29
Total	100

Description	Percentage
Received High School Diploma	35%
Continued School	65%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Communities In Schools of Cameron County
Rivera Early College High School
2018-2019

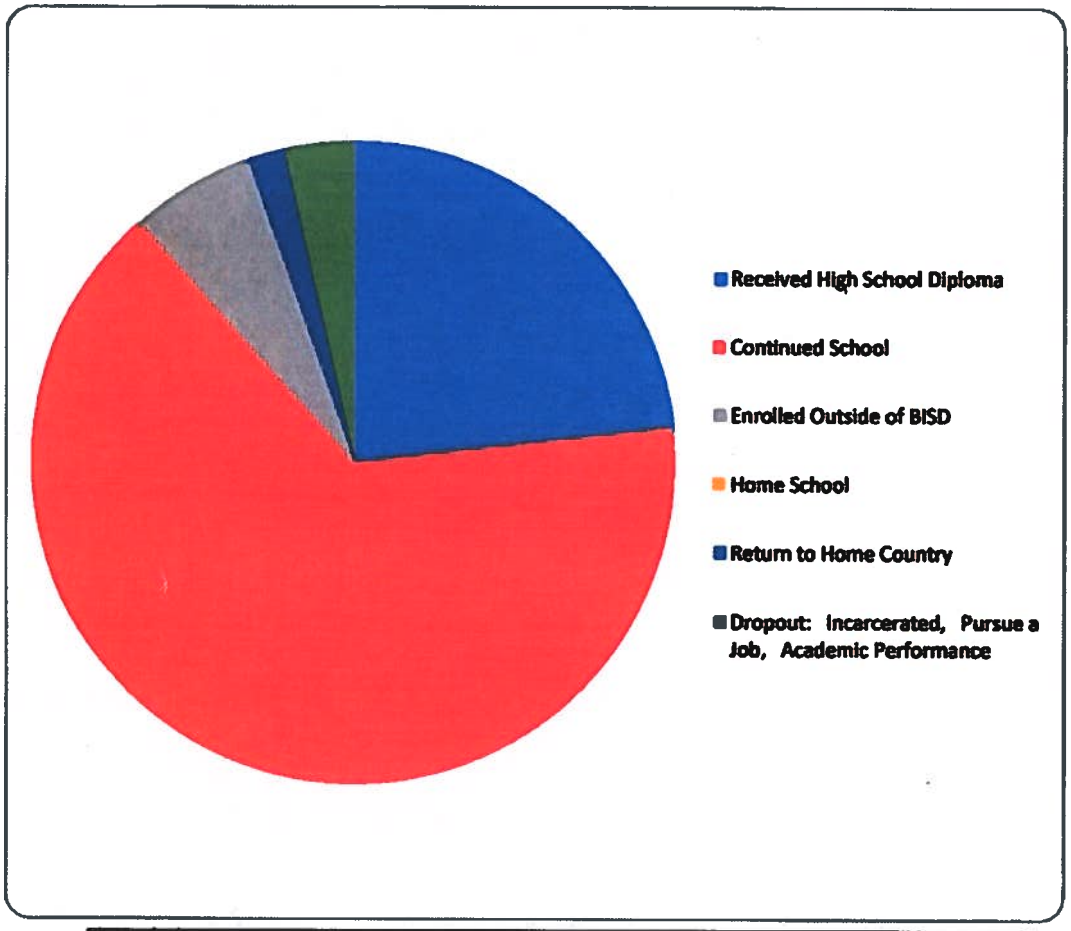


Description	Number of Students
Received High School Diploma	27
Continued School	71
Enrolled Outside of BISD	1
Home School	0
Return to Home Country	0
Removed by CPS	0
Dropout: Incarcerated, Pursue a Job,	0
Total	99

Grade Level	Number of Students
9th	28
10th	20
11th	27
12th	24
Total	99

Description	Percentage
Received High School Diploma	27%
Continued School	72%
Enrolled Outside of BISD	1%
Home School	0%
Return to Home Country	0%
Removed by CPS	1%
Dropout	0%
Total	101%

Communities In Schools of Cameron County
Lopez Early College High School
2018-2019

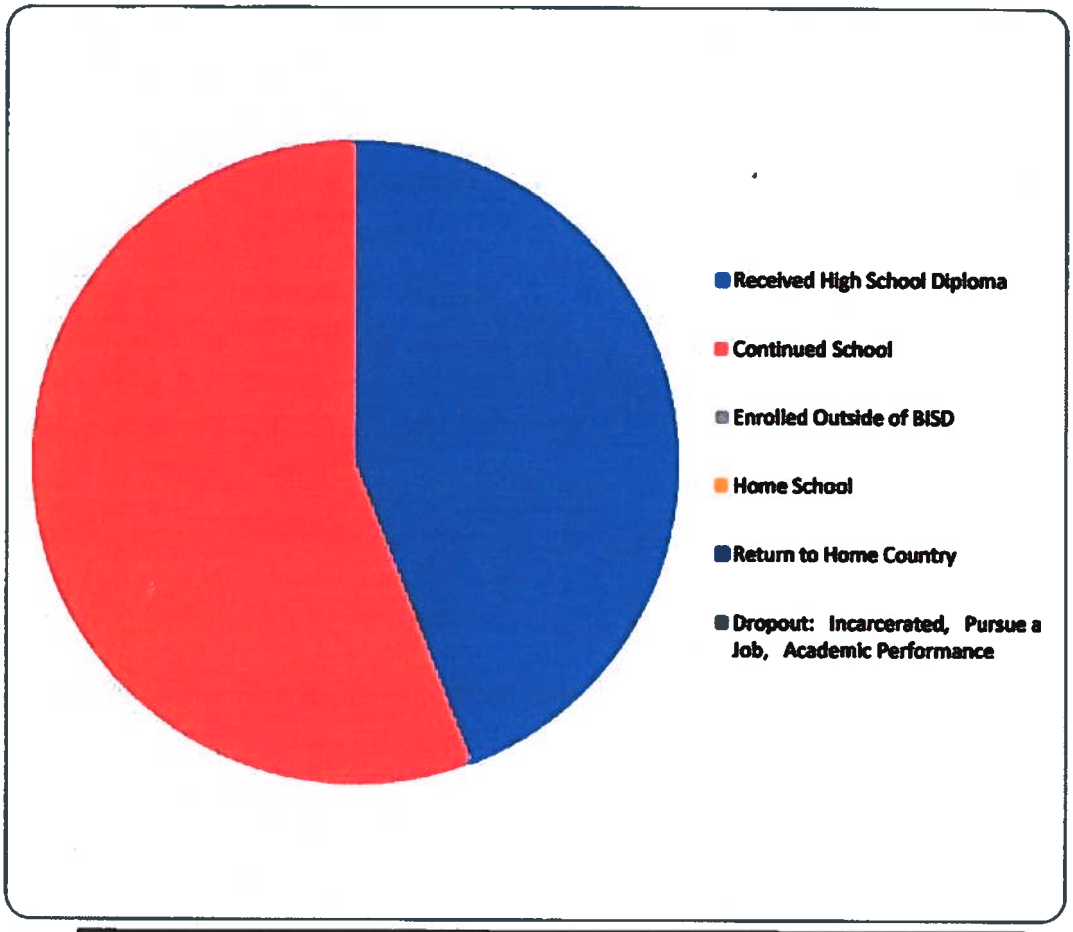


Description	Number of Students
Received High School Diploma	26
Continued School	73
Enrolled Outside of BISD	7
Home School	0
Return to Home Country	2
Dropout: Incarcerated, Pursue a Job,	4
Total	112

Grade Level	Number of Students
9th	17
10th	30
11th	44
12th	21
Total	112

Description	Percentage
Received High School Diploma	23%
Continued School	65%
Enrolled Outside of BISD	6%
Home School	0%
Return to Home Country	2%
Dropout	4%
Total	100%

Communities in Schools of Cameron County
Veterans Memorial Early College H.S
2018-2019

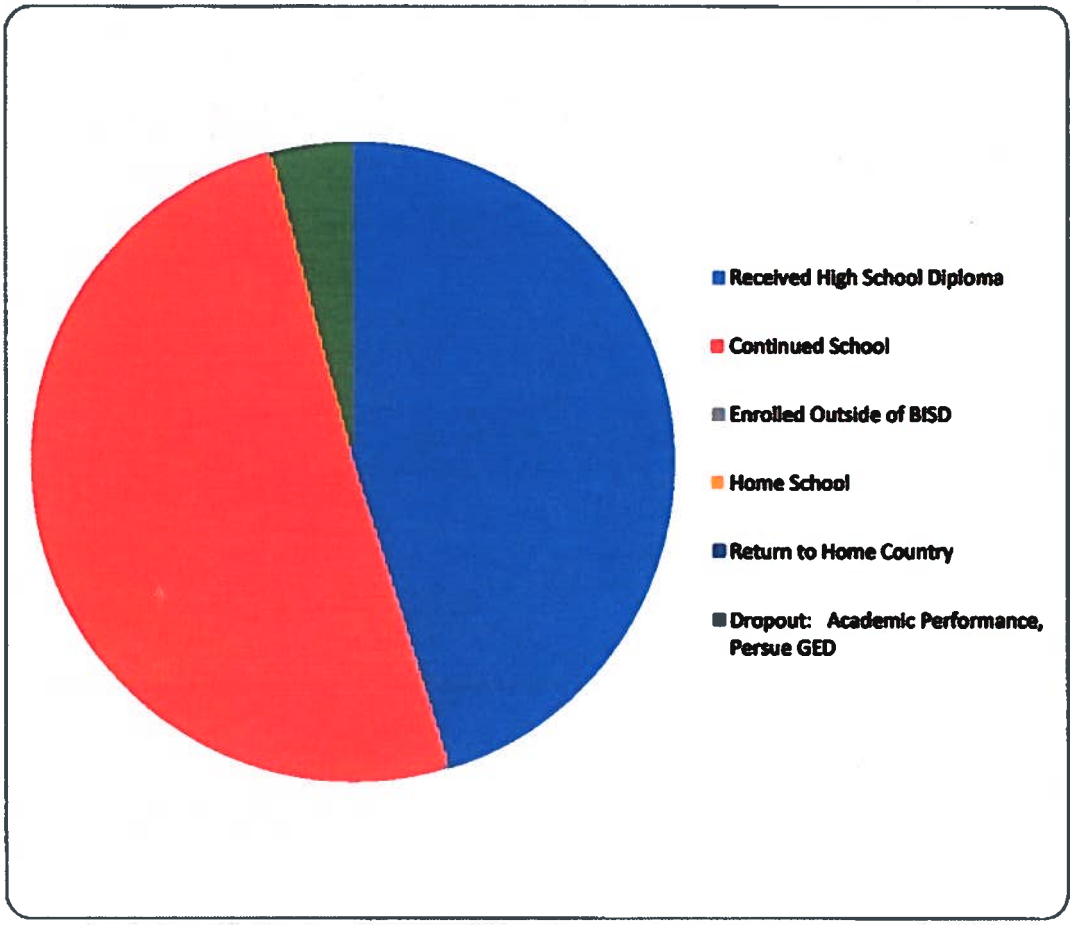


Description	Number of Students
Received High School Diploma	45
Continued School	57
Enrolled Outside of BISD	0
Home School	0
Return to Home Country	0
Dropout: Incarcerated, Pursue a Job,	0
Total	102

Grade Level	Number of Students
9th	19
10th	11
11th	32
12th	40
Total	102

Description	Percentage
Received High School Diploma	44%
Continued School	56%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Communities In Schools of Cameron County
Brownsville Learning Academy
2018-2019



Description	Number of Students
Received High School Diploma	33
Continued School	37
Enrolled Outside of BISD	0
Home School	0
Return to Home Country	0
Dropout: Academic Performance, Persue GED	3
Total	73

Grade Level	Number of Students
9th	22
10th	41
11th	8
12th	2
Total	73

Description	Percentage
Received High School Diploma	45%
Continued School	51%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	4%
Total	100%

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 09/01/20

Item Title: Amended quote for the contract with Power School for the implementation of Schoology (LMS) for 2020-2021 & 2021-2022

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

On 08/04/2020 the contract with Power School was approved for the implementation of Schoology as the Learning Management System for BISD, for school years 2020-2021 and 2021-2022, at no cost to the district.

The quote associated with this contract was amended to include "Schoology LMS Implementation – THL 3.0"

The initial term was changed from "08/07/2020 – 08/06/2021" to the current "08/14/2020 – 08/13/2021".

FISCAL IMPLICATIONS:
At no cost to the district.

RECOMMENDATION:
Recommend approval to enter into the amended contract with Power School for the implementation of Schoology as the Learning Management System for BISD at no cost to the district for school years 2020-2021 and 2021-2022.

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

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

Reviewed by: Miguel Salinas, *Staff Attorney*

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

Approved for Submission to Board of Education:

Dr. René Gutiérrez, *Superintendent*

When Necessary, Additional Background May Follow This.

TEA PO#40343

WEB-BASED LEARNING MANAGEMENT SYSTEM SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "Agreement"), together with the applicable PowerSchool quote document, TEA PO#40343 and DIR Contract No. DIR-TSO-3475, sets forth the terms and conditions pursuant to which Schoology, Inc. ("Schoology"), using PowerSchool Group LLC, its parent entity, as the Order Fulfiller, provides its end user Customers (each, a "Customer") with access to Schoology's proprietary learning management system and secure academic social network more particularly described on Schoology's website located at www.schoology.com (the "Schoology System"). This Agreement shall be effective upon the Covered License Effective Date (as defined in TEA PO#40343, the "Effective Date").

Grant of Licenses; Subscription. Schoology hereby grants to Customer a limited license to access and use the Schoology System in accordance with the terms of TEA PO#40343 for a two-year period commencing on the Effective Date. Customer hereby accepts the subscription to the Schoology System as of the Effective Date.

1. Number of licenses provisioned:
   43,208
2. Projected Covered License Effective Date (as defined in TEA PO#40343): The latter of: either: a) the date PowerSchool receives the executed agreement plus 30 calendar days; or b) the start date listed on PowerSchool quote plus 30 calendar days.

Billing and Payment. Customer shall not incur any fees hereunder. All fees associated with this subscription license covered under TEA PO #40343 shall be invoiced to and paid by the Texas Education Agency in accordance with the terms of TEA PO #40343.

Ownership. The Schoology System is owned and copyrighted by Schoology and offered through a subscription, not sold, to Customer. All right, title, and interest in and to all images, source code, updates, enhancements, modifications, and improvements contained in or related to the Schoology System, along with all intellectual property rights related thereto, shall remain with Schoology, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of Customer. The "Schoology" trademark is protected by United States and international trademark laws and treaties, as well as other intellectual property laws. Customer is not granted any license to use any of Schoology's trade or service marks and Schoology retains all right, title, and interest in its trade and service marks. Customer agrees that Schoology may use, without restriction or royalty obligation, any comments, suggestions or contributions provided by Customer with respect to the Schoology System during the course of Customer's use of the Schoology System. Customer hereby grants and assigns to Schoology any intellectual property rights that Customer may incidentally obtain or have with respect to any such comments, suggestions or contributions.

Confidential Information. Customer acknowledges that all underlying ideas, algorithms, item calibrations, test scripts, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Schoology System, including updates, enhancements, modifications, and improvements, to the extent allowable under the Texas Public Information Act, are confidential and contain trade secrets (collectively, "Confidential Information"), and Customer will respect such confidentiality, and shall keep all Confidential Information

confidential. Customer agrees not to use, disclose, or distribute any Confidential Information, directly or indirectly, without the prior written consent of Schoology, except that Schoology authorizes Customer to disclose Confidential Information to Customer's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure.

Customer Information. Customer hereby permits Schoology to use information regarding its schools or district (other than student information) to perform its obligations hereunder.

Renewals; Termination. the Term shall be for twenty-four months commencing on the Effective Date. Notwithstanding any other terms in this Agreement, the Agreement may be terminated in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3475.

Support & Maintenance. Schoology may, from time to time, provide to Customer updates, enhancements, modifications, improvements in and to the Schoology System which shall all be subject to the terms and conditions of TEA PO#40343, DIR Contract No. DIR-TSO-3475 and this Agreement. Schoology has system maintenance periods throughout the year that will affect Customer's ability to interact with the Schoology System. Schoology will use commercially reasonable efforts to notify Customer in advance of any disruptions.

Limited Warranty. Schoology warrants to Customer that: (a) Schoology will comply with all applicable laws, rules and regulations, and (b) the Schoology System will perform substantially in accordance with its specifications. In the event the Schoology System fails to conform to these warranties, Schoology will use its best efforts to correct the Schoology System. If Schoology is unable to correct the error after using its best efforts, Schoology will refund the unused Subscription fees paid by Customer, as depreciated over the Term on a straight line basis, and terminate this Agreement. The limited warranties provided in this Section are void if the failure of Schoology System results from (x) use of the Schoology System in connection with software or hardware not compatible with the Schoology System or not meeting the technical specifications provided by Schoology; (y) improper or inadequate maintenance of Customer's equipment or software; or (z) inadequate Internet connectivity or bandwidth. Customer is responsible for the results obtained and decisions made from its use of the Schoology System. The Schoology System may include open source software components and use of such components may be subject to additional terms and conditions.

Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SCHOOLOGY SYSTEM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE SCHOOLOGY SYSTEM WILL BE ERROR FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE SCHOOLOGY SYSTEM REMAINS WITH CUSTOMER, INCLUDING, BUT NOT LIMITED TO, WHEN CUSTOMER'S PRACTICES ARE INCONSISTENT WITH *THE STANDARDS FOR EDUCATIONAL AND PSYCHOLOGICAL TESTING* (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. WITHOUT LIMITING THE FOREGOING,

THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (A) CAUSED BY FACTORS OUTSIDE OF SCHOOLOGY'S REASONABLE CONTROL; OR (B) THAT RESULTED FROM ANY ACTION OR INACTION OF CUSTOMER OR CUSTOMER'S THIRD PARTIES; OR (C) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

Additional Disclaimer. SCHOOLOGY DOES NOT AND CANNOT CONTROL PERFORMANCE OF THE SCHOOLOGY SYSTEM BASED ON THE FLOW OF DATA TO OR FROM SCHOOLOGY'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH SCHOOLOGY WILL USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, SCHOOLOGY CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, SCHOOLOGY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

Limitation. LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10K OF DIR CONTRACT NO. DIR.TSO-3475.

Indemnification. INDEMNIFICATION SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10A OF DIR CONTRACT NO. DIR-TSO-3475.

1. **Publicity**. Schoology may not use and/or make reference to Customer's name, directly or indirectly, in Schoology's marketing and training materials without Customer's prior written consent. Customer may not use Schoology's name or trademark without Schoology's prior written consent
2. **No Disassembly**. Customer shall not modify, adapt, translate, reverse engineer, decompile, or disassemble the Schoology System or any software consisting thereof.
3. **Force Majeure**. Force Majeure will be handled in accordance with Appendix A, Section 11C of DIR Contract No. DIR-TSO-3475.
4. **Waiver and Severability**. Waiver of any default or breach under this Agreement by Schoology does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of DIR Contract No. DIR-TSO-3475 or this Agreement shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect.
5. **Third Party Beneficiaries**. The Texas Education Agency ("TEA") shall have all the rights of an intended third-party beneficiary with respect to this Agreement, and TEA shall be entitled to rely upon, and directly enforce the provisions of this Agreement. The parties do not intend to confer any right or remedy on any other third party.
6. **Entire Agreement**. TEA PO#40343, its attachments, DIR Contract No. DIR-TSO-3475, its appendices and this Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
7. **Assignment**. Assignment will be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3475.

8. **Notices**. Notices will be handled in accordance to Appendix A, Section 12 of DIR Contract No. DIR-TSO-3475.
9. **Controlling Law and Venue**. This Agreement shall be construed and controlled by the laws of the State of Texas, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Agreement. State courts located in Travis County, Texas or Customer's home county shall be the exclusive forum for any litigation arising out of this Agreement. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
10. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, notwithstanding that all of the parties are not signatory to a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.
11. **Independent Contractor**. The parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer or partner of the other party for any purpose. Neither party will be entitled to (a) enter into any contracts in the name of or on behalf of the other party; (b) pledge the credit of the other party in any way or hold itself out as having authority to do so; or (c) make commitments or incur any charges or expenses for or in the name of the other party. Neither party's personnel are, nor shall they be deemed to be at any time during the term of this Agreement, employees of the other party.

SCHOOLOGY, INC.:
POWERSCHOOL GROUP LLC
Signature:

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 8/14/2020

Brownsville Independent School District

Title: Superintendent

Date: 8/13/20

Brownsville Independent School District

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

Dr. René Gutiérrez
Superintendent

Item Description:

TEA PO#40343
WEB-BASED LEARNING MANAGEMENT SYSTEM SUBSCRIPTION AGREEMENT

Dr. René Gutiérrez
Superintendent

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

8/13/20
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.

PowerSchool
Powering Brighter Futures

PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-410156 - 1

Quote Expiration Date: 10/31/2020

Prepared By:	Mark Moreno	Customer Contact:	Dora Sauceda
Customer Name:	Brownsville Independent School District	Title:	Assistant Superintendent Curriculum, Instruction & Accountability
Enrollment:	43,208	Address:	1900 East Price Road
Contract Term:	12 Months	City:	Brownsville
Start Date:	8/14/2020	State/Province:	Texas
End Date:	8/13/2021	Zip Code:	78521
		Phone #:	956.548.8121

Product Description	Quantity	Unit	Extended Price
Initial Term 8/14/2020 - 8/13/2021			
Professional Services and Setup Fees			
Schoology LMS Implementation - THL 3.0		1.00	Each

Quote Total

Initial Term	**8/14/2020 - 8/13/2021**
Initial Term Total	**USD 0.00**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the Master Services Agreement. Any applicable state sales tax has not been added to this quote.Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.
All invoices shall be paid before or on the due date set forth on invoice.
All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Treatment of purchase orders are governed as provided in the Master Services Agreement referenced below.

By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf.

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 08/04/20

Item Title: Recommend approval of contract with Power School for the implementation of Schoology (LMS) for 2020-2021 & 2021-2022.

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
The Texas Education Agency has officially launched the Texas Home Learning 3.0, a comprehensive initiative to support school systems, teachers, parents, and students during the public health crisis and beyond. As part of the Texas Home Learning 3.0, TEA will offer all Texas school systems a Learning Management System (LMS) from Power School's Schoology for two years at no cost.
Schoology will serve as an online learning hub for digital content and communication to help keep students learning and brings together students, parents, and administrators to provide easy access to classes, assignments, grades, curriculum content and progress monitoring. Schoology as being part of PowerSchool's also allows the teachers to access BISD's Student Information System to take attendance and will integrate with our approved Classroom Management Systems, Google Classroom and Seesaw.

FISCAL IMPLICATIONS:
At no cost to the district.

RECOMMENDATION:
Recommend approval to enter into contract with Power School for the implementation of Schoology as the Learning Management System for BISD at no cost to the district for school years 2020-2021 and 2021-2022.

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

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

Reviewed by: Miguel Salinas, *Staff Attorney*

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

Approved for Submission to Board of Education:

Dr. René Gutiérrez, *Superintendent*

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Monday, August 03, 2020 10:36 AM
To: Sara Celis
Subject: Re: PowerSchool

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

Mrs. Celis,

I have reviewed and approve for signature.

Thanks,
Baltazar Salazar

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

On Aug 3, 2020, at 9:53 AM, Sara Celis <scelis@bisd.us> wrote:

Please see email below.

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.

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

Brownsville Independent School District

Office for Assistant Superintendent
Curriculum & Instruction

Phone: (956) 698-2403

Transmittal Form

Received AUG - 3 2020 Staff Attorney

To: **Miguel Salinas**
Staff Attorney

Thru: **Dr. Dora E. Sauceda**
Assistant Superintendent, Curriculum & Instruction

RECEIVED
AUG 04 2020
Superintendent's Office

Date: August 3, 2020

Re: **Powerschool**
Web-based Learning Management System Subsctiption Agreement

[X]	For Your Approval	[ ]	For Your Signature
[ ]	For Your Information	[ ]	Please Comment
[ ]	Please Reply	[ ]	Unable to Approve Request

Comments: Please review and approve for signature by Dr. Gutiérrez.

Thank you!

I have reviewed the agreement and approve it as to form.

Yesenia Salinas
8/4/2020

TEA PO#40343

WEB-BASED LEARNING MANAGEMENT SYSTEM SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "Agreement"), together with the applicable PowerSchool quote document, TEA PO#40343 and DIR Contract No. DIR-TSO-3475, sets forth the terms and conditions pursuant to which Schoology, Inc. ("Schoology"), using PowerSchool Group LLC, its parent entity, as the Order Fulfiller, provides its end user Customers (each, a "Customer") with access to Schoology's proprietary learning management system and secure academic social network more particularly described on Schoology's website located at www.schoology.com (the "Schoology System"). This Agreement shall be effective upon the Covered License Effective Date (as defined in TEA PO#40343, the "Effective Date").

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1. Number of licenses provisioned:
   43,208
2. Projected Covered License Effective Date (as defined in TEA PO#40343): Date PowerSchool receives the executed Agreement plus 30 calendar days.

Billing and Payment. Customer shall not incur any fees hereunder. All fees associated with this subscription license covered under TEA PO #40343 shall be invoiced to and paid by the Texas Education Agency in accordance with the terms of TEA PO #40343.

Ownership. The Schoology System is owned and copyrighted by Schoology and offered through a subscription, not sold, to Customer. All right, title, and interest in and to all images, source code, updates, enhancements, modifications, and improvements contained in or related to the Schoology System, along with all intellectual property rights related thereto, shall remain with Schoology, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of Customer. The "Schoology" trademark is protected by United States and international trademark laws and treaties, as well as other intellectual property laws. Customer is not granted any license to use any of Schoology's trade or service marks and Schoology retains all right, title, and interest in its trade and service marks. Customer agrees that Schoology may use, without restriction or royalty obligation, any comments, suggestions or contributions provided by Customer with respect to the Schoology System during the course of Customer's use of the Schoology System. Customer hereby grants and assigns to Schoology any intellectual property rights that Customer may incidentally obtain or have with respect to any such comments, suggestions or contributions.

Confidential Information. Customer acknowledges that all underlying ideas, algorithms, item calibrations, test scripts, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Schoology System, including updates, enhancements, modifications, and improvements, to the extent allowable under the Texas Public Information Act, are confidential and contain trade secrets (collectively, "Confidential Information"), and Customer will respect such confidentiality, and shall keep all Confidential Information confidential. Customer agrees not to use, disclose, or distribute any Confidential Information, directly or

indirectly, without the prior written consent of Schoology, except that Schoology authorizes Customer to disclose Confidential Information to Customer's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure.

Customer Information. Customer hereby permits Schoology to use information regarding its schools or district (other than student information) to perform its obligations hereunder.

Renewals; Termination. the Term shall be for twenty-four months commencing on the Effective Date. Notwithstanding any other terms in this Agreement, the Agreement may be terminated in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3475.

Support & Maintenance. Schoology may, from time to time, provide to Customer updates, enhancements, modifications, improvements in and to the Schoology System which shall all be subject to the terms and conditions of TEA PO#40343, DIR Contract No. DIR-TSO-3475 and this Agreement. Schoology has system maintenance periods throughout the year that will affect Customer's ability to interact with the Schoology System. Schoology will use commercially reasonable efforts to notify Customer in advance of any disruptions.

Limited Warranty. Schoology warrants to Customer that: (a) Schoology will comply with all applicable laws, rules and regulations, and (b) the Schoology System will perform substantially in accordance with its specifications. In the event the Schoology System fails to conform to these warranties, Schoology will use its best efforts to correct the Schoology System. If Schoology is unable to correct the error after using its best efforts, Schoology will refund the unused Subscription fees paid by Customer, as depreciated over the Term on a straight line basis, and terminate this Agreement. The limited warranties provided in this Section are void if the failure of Schoology System results from (x) use of the Schoology System in connection with software or hardware not compatible with the Schoology System or not meeting the technical specifications provided by Schoology; (y) improper or inadequate maintenance of Customer's equipment or software; or (z) inadequate Internet connectivity or bandwidth. Customer is responsible for the results obtained and decisions made from its use of the Schoology System. The Schoology System may include open source software components and use of such components may be subject to additional terms and conditions.

Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SCHOOLOGY SYSTEM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE SCHOOLOGY SYSTEM WILL BE ERROR FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE SCHOOLOGY SYSTEM REMAINS WITH CUSTOMER, INCLUDING, BUT NOT LIMITED TO, WHEN CUSTOMER'S PRACTICES ARE INCONSISTENT WITH *THE STANDARDS FOR EDUCATIONAL AND PSYCHOLOGICAL TESTING* (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (A) CAUSED BY FACTORS OUTSIDE

OF SCHOOLOGY'S REASONABLE CONTROL; OR (B) THAT RESULTED FROM ANY ACTION OR INACTION OF CUSTOMER OR CUSTOMER'S THIRD PARTIES; OR (C) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

Additional Disclaimer. SCHOOLOGY DOES NOT AND CANNOT CONTROL PERFORMANCE OF THE SCHOOLOGY SYSTEM BASED ON THE FLOW OF DATA TO OR FROM SCHOOLOGY'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH SCHOOLOGY WILL USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, SCHOOLOGY CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, SCHOOLOGY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

Limitation. LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10K OF DIR CONTRACT NO. DIR.TSO-3475.

Indemnification. INDEMNIFICATION SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10A OF DIR CONTRACT NO. DIR-TSO-3475.

1. **Publicity**. Schoology may not use and/or make reference to Customer's name, directly or indirectly, in Schoology's marketing and training materials without Customer's prior written consent. Customer may not use Schoology's name or trademark without Schoology's prior written consent
2. **No Disassembly**. Customer shall not modify, adapt, translate, reverse engineer, decompile, or disassemble the Schoology System or any software consisting thereof.
3. **Force Majeure**. Force Majeure will be handled in accordance with Appendix A, Section 11C of DIR Contract No. DIR-TSO-3475.
4. **Waiver and Severability**. Waiver of any default or breach under this Agreement by Schoology does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of DIR Contract No. DIR-TSO-3475 or this Agreement shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect.
5. **Third Party Beneficiaries**. The Texas Education Agency ("TEA") shall have all the rights of an intended third-party beneficiary with respect to this Agreement, and TEA shall be entitled to rely upon, and directly enforce the provisions of this Agreement. The parties do not intend to confer any right or remedy on any other third party.
6. **Entire Agreement**. TEA PO#40343, its attachments, DIR Contract No. DIR-TSO-3475, its appendices and this Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
7. **Assignment**. Assignment will be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3475.
8. **Notices**. Notices will be handled in accordance to Appendix A, Section 12 of DIR Contract No. DIR-TSO-3475.

9. **Controlling Law and Venue**. This Agreement shall be construed and controlled by the laws of the State of Texas, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Agreement. State courts located in Travis County, Texas or Customer's home county shall be the exclusive forum for any litigation arising out of this Agreement. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
10. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, notwithstanding that all of the parties are not signatory to a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.
11. **Independent Contractor**. The parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer or partner of the other party for any purpose. Neither party will be entitled to (a) enter into any contracts in the name of or on behalf of the other party; (b) pledge the credit of the other party in any way or hold itself out as having authority to do so; or (c) make commitments or incur any charges or expenses for or in the name of the other party. Neither party's personnel are, nor shall they be deemed to be at any time during the term of this Agreement, employees of the other party.

SCHOOLOGY, INC.:
POWERSCHOOL GROUP LLC
Signature:

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 8/7/2020

Brownsville Independent School District

Title: Superintendent

Date: 8/4/20

PowerSchool
Powering Brighter Futures

PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-407486 - 1

Quote Expiration Date: 9/27/2020

Prepared By: Mark Moreno
Customer Name: Brownsville Independent School District

Enrollment: 43,208
Contract Term: 24 Months
Start Date: 8/7/2020
End Date: 8/6/2022

Customer Contact: Dora Sauceda
Title: Assistant Superintendent Curriculum, Instruction & Accountability
Address: 1900 East Price Road
City: Brownsville
State/Province: Texas
Zip Code: 78521
Phone #: 956.548.8121

Product Description	Quantity	Unit	Extended Price
Initial Term 8/7/2020 - 8/6/2021			
License and Subscription Fees			
Schoology LMS Subscription - THL 3.0	43,208.00	Students	USD 0.00

Quote Total

Initial Term	**8/7/2020 - 8/6/2021**
Initial Term Total	**USD 0.00**

Annual Ongoing Fees as of 8/7/2021

Schoology LMS Subscription - THL 3.0	43,208.00	Students	USD 0.00

Annual Ongoing Fees Total: **USD 0.00**

The Customer hereby acknowledges that the Texas Educational Agency ("TEA") is the intended payor of fees associated with the product SKU listed above and offered to the Customer under an agreement with Schoology, Inc., an affiliated company of the parent company PowerSchool Group LLC. Moreover, the Customer hereby acknowledges TEA's right to receive and grants PowerSchool express permission to disclose data to TEA regarding the Customer and its issuers use of the services, products from PowerSchool. Finally, the Customer acknowledges the existence of a Service Level Agreement ("SLA") with respect to the product SKU listed above which TEA will be monitoring and enforcing on behalf of the Customer.

Any applicable state sales tax has not been added to this quote. Subscription start and expiration dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

This quote once executed is governed by the attached subscription agreement and grants the Customer a limited subscription license to access and use the Schoology LMS System in accordance with the terms of TEA PO#40343 and DIR Contract No. DIR-TSO-3475 Appendix A for the duration listed above. Customer hereby accepts the subscription to the Schoology System as of the date last signed on the subscription agreement.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

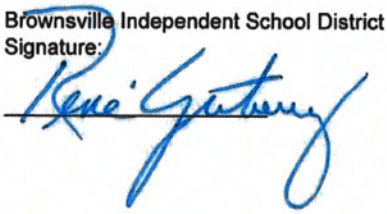
POWERSCHOOL GROUP LLC
Signature:

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 7-30-2020

Brownsville Independent School District
Signature:



Printed Name: Dr. Rene Gutierrez

Superintendent
Title:

8/4/20
Date:

Brownsville Independent School District

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

Dr. René Gutiérrez
Superintendent

PowerSchool
Company Name

8/4/20
Date

Dr. René Gutiérrez
Superintendent

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

8/4/20
Date

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

Brownsville Independent School District

Agenda Category: General Function — Contracts/MOU **Board of Education Meeting:** 09/01/20

Item Title: Reimbursement for Daycare Services At Lincoln Park High School

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND: Lincoln Park High School, an Alternative Education Program, was established to assist female student parents to maintain their high school education. It provides learning enrichment activities as well as child care licensed for 25 infants per day ages zero to seventeen months. The Lincoln Park School Daycare Center is a state licensed facility and a Texas Rising Star Provider. Workforce Solutions Cameron will reimburse the Brownsville ISD for costs associated with daycare services provided at Lincoln Park School Daycare Center. The maximum daily rate for reimbursement for an infant zero to seventeen months is $29.55 and is based upon funding availability and participation with the Workforce Solutions Cameron and the Texas Rising Star Program. Reimbursement funds will be received subject to the provision of daycare services provided to infants at the Lincoln Park School Daycare Center based on the number of students that qualify for services.

FISCAL IMPLICATIONS: Local Revenues: Reimbursement up to $80,000.00

RECOMMENDATION: Recommend approval for the Workforce Solutions Cameron/Texas Rising Star Provider agreement to Brownsville Independent School District to receive the reimbursement funds up to $80,000 for Daycare Services at Lincoln Park High School.

Dawn Hall
Submitted by: Principal/Program Adm.

Alma C. Rubio **David Robledo**
Recommended by: Asst. Supt./CFO

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Anysia R. Treviño
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Wednesday, August 19, 2020 1:05 PM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: Reimbursement for Daycare Services at Lincoln Park High School

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

Mrs. Celis,

I have reviewed and approve for 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 Wednesday, August 19, 2020, 11:31:22 AM CDT, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

The attached is pending your review and approval.

CHILD CARE CONTRACTOR
PROVIDER AGREEMENT

WORKFORCE SOLUTIONS CAMERON
americanjobcenter

Provider No.
416309

Type of Facility

a. ■ Licensed Child Care Center ☐ Licensed Group Day Home ☐ Registered Family Home ☐ Licensed Camp

Name of Facility	Telephone No.
b. **Lincoln Park School Day Care Center**	c. **(956) 698-0612**

Address of Facility (Street, City, State, ZIP)

d. **7 Orange Street; Brownsville, Texas 78521**

Facility Owner's Name	EIN/Social Security No.	Telephone No.
e. **Brownsville ISD**	f. **74-6000418**	g. **(956) 548-7880**

Address of Owner (Street, City, State, ZIP)

h. **1900 Price Road; Brownsville, Texas 78521**

Mailing/Billing Address (Street, City, State, ZIP)

i. **7 Orange Street; Brownsville, Texas 78521**

Contact Person (If not owner)	Title	Telephone No.
j. **Norma Abete**	k. **Director**	l. **(956) 455-0700**

FACILITY'S SERVICES: The Provider facility's services such as hours of care, ages of children served, holidays, transportation, and other services offered are documented on the Provider's Published Rate Worksheet. The provider must inform the child care contractor regarding any changes to this information at least two weeks prior to the change.

The provider is allowed no more than nine paid holidays. The provider must inform the child care contractor regarding any changes to a scheduled holiday before the change occurs in order to be paid. Parents must be notified of holiday schedules at least two weeks in advance.

REIMBURSEMENT RATES: The provider agrees to be paid the following child care contractor reimbursement rates for providing child care services to child care contractor referred children. None of the contractor reimbursement rates exceed Board maximum rates.

ALL PROVIDER REIMBURSEMENT RATES, INCLUDING TRANSPORTATION AND INCLUSION ASSISTANCE RATES, ARE SUBJECT TO AND MAY NOT EXCEED THE TWC MAXIMUM REIMBURSEMENT RATES.

m. Ages Served	n. Full Time Daily Rates *Provider	n. Full Time Daily Rates **Contractor	o. Part Time Daily Rate Rates *Provider	o. Part Time Daily Rate Rates **Contractor	p. Blended School Rate
0 – 17 Months	**30.00**	**29.55**	**30.00**	**26.07**	
18 – 35 Months	-	-	-	-	
3 – 5 Years	-	-	-	-	
6 – 12 Years	-	-	-	-	

***The Provider's Rate is the provider's published rate plus any applicable fee(s) pro-rated to a daily rate. The rate has been computed according to the guidelines on the "Provider Rates" Form.**

****The Contractors Rate is the reimbursement rate that the provider will actually be paid, except as noted below under Transportation Rates and/or Board Allowable Inclusion Assistance Rates.**

Transportation Rates: Does the provider provide transportation? ..... ■ Yes ☐ No

If yes, is the transportation rate included in the provider's published rate or is it a separate rate? ..... ■ Included ☐ Separate

If separate charge for transportation, the child care contractor will add the following transportation rate(s) to the provider's rate(s) listed above only for the individual children authorized to receive transportation. The total amount paid to the provider may not exceed Board maximum rates. These rates are not reflected above since they are child specific. (Note: These transportation rates should be pro-rated to a daily rate and be trip specific. An individual child may receive from one to four trips per day depending upon the child's transportation needs.

q. Rate from Residence to Provider	r. Rate from Provider to Residence	s. Rate from School to Provider	t. Rate from Provider to School
N/A	**N/A**	**N/A**	**N/A**

Board Allowable Inclusion Assistance Rates: The provider may also receive a child specific inclusion assistance rate if authorized by the child care contractor. The Board allowable inclusion rate is 190% of the child care contractor reimbursement rate subject to the Board Maximum Rates for Inclusion Assistance. Attach Form 2419-A for child specific rate authorization.

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MUTUAL AGREEMENTS

The child care contractor* and the provider (center/home), herein referred to as provider**, agree to abide by the following terms of the Provider Agreement, herein referred to as agreement:

1. The provider agrees to abide by all of the policies and procedures set by the child care contractor. If the provider fails to provide child care services as described in the agreement or the child care contractor, the child care contractor may terminate this agreement immediately. The notice of termination must be written. The child care contractor may also refuse to pay claims for reimbursement if required services or procedures are not followed or provided.

2. Either party may end this agreement immediately if the parties are unable or unwilling to make amendments to the agreement which may become necessary to continue the agreement because of:
   — A change in state or federal laws;
   — A reduction in or exhaustion of available state or federal funds;
   — A change in TWC or other requirements

   Any obligations incurred by either party before the termination date of this agreement must be met. Termination of this agreement does not release the provider from the requirement to keep records and allow access to records for three years and 90 days.

3. This agreement may be canceled by mutual consent. If such mutual consent cannot be attained, the provider or child care contractor may give thirty (30) days written notice to the other party and this agreement shall be terminated upon the expiration of the thirty (30) day period. This provision does not rule out immediate termination allowed in MUTUAL AGREEMENT NUMBERS 1 and 11.

4. If required by Texas Department of Family and Protective Services (TDFPS), the provider will carry liability insurance for the facility and commercial transportation insurance if transporting children and if a child care center for the entire time period covered by the agreement. The provider will indemnify the child care contractor for claims of injury resulting from provider's provision of child care under this agreement. ******

5. The provider accepts as payment in full the approved rate(s) for care and transportation as described in this agreement, for authorized enrollment days, reduced by the assessed parent fee amount or child care subsidies (where applicable) and any previous overpayment(s).

   The provider accepts as payment in full the authorized inclusion assistance rates reduced by the assessed parent fee amount or child care subsidies (where applicable) and any previous overpayment(s) as described in this agreement. The provider is authorized by the child care contractor to receive additional reimbursement only for individual children that the child care contractor and provider agree need extra adult assistance.

   The provider will make no additional charges to child care contractor referred parents for any differences between the published rate and the reimbursement rate. This does not include charges to parents for picking children up late or for special activities not included in the published rate that the parents elect to pay for on their own.

6. The provider must comply with applicable local/state licensing and registration requirements.
   - The provider must have a valid license (provisional or permanent) or registration in order to become a provider.
   - The license or registration must be maintained at all times during this agreement.

7. The provider must have a valid agreement prior to receiving child care contractor referred children and will only be paid for delivering child care services on or after the effective date and on or before the termination date of the agreement.
   - This agreement must be signed and dated prior to or on the effective date of the agreement.
   - A new agreement must be completed if the provider receives a new license.
   - The agreement may not cover **any** period of time where the provider does not have a valid license or registration such as during the application phase that licensing allows.
   - The provider must be insured if required in MUTUAL AGREEMENT NUMBER 4.

*For child care contractor owned facilities, substitute Board for child care contractor.
**For child care contractor owned facilities, substitute child care contractor facility for provider.
***This last sentence in not applicable to child care contractor owned facilities.

8. This agreement authorizes the placement of child care contractor referred children only in the specific facility at the specific location identified on this agreement.
   - The provider may not transfer the provider agreement to any other entity, facility or location.
   - The provider may not move child care contractor referred children to another facility without the prior approval and consent of the child care contractor.
   - The provider may submit bills only for authorized child care contractor referred children under child care contractor authorized conditions.

MUTUAL AGREEMENTS (continued)

9. The provider must inform the child care contractor prior to changes in:
   - — The name of the facility;
   - — Ownership, governing body or corporate status
   - — The contact person;
   - — The location/address of the facility;
   - — The conditions or status of the license or registration;
   - — Scheduled holidays;
   - — Hours of the program;
   - — Ages of the children served;
   - — Published rates and/or fees;
   - — Transportation policies;
   - — Liability insurance coverage; or
   - — Any other changes to child care services provided.
   - The provider must inform the child care contractor immediately of any anticipated changes that will affect the terms of this agreement or the nature of the child care services provided.
   - Depending upon the nature of the changes, the child care contractor will determine whether a new or amended agreement is required or if only updates to the Provider Data Worksheet are necessary.
   - **Failure to inform the child care contractor about any of these changes before their occurrence may result in adverse actions against the provider.**

10. Adverse actions against the provider include but are not limited to:
    - — Suspension, termination, or non-renewal of the agreement;
    - — The closing of intake;
    - — Removal of the child care contractor referred children;
    - — Temporary withholding of payments;
    - — Non-payment for child care services delivered; and
    - — Recoupment of funds paid to the provider.
    - The child care contractor will terminate this agreement if:
      - — The provider loses its license or registration status;
      - — As noted in MUTUAL AGREEMENT Number 12
    - The child care contractor may terminate this agreement if:
      - — Serious corrective or adverse action(s) are taken by the state licensing agency;
      - — There are continued non-compliances with state or local licensing agency;
      - — There are continued non-compliances with provider requirements; or
      - — An owner or employee of the provider is convicted of fraud.
    - The provider will not receive payment for any child care services provided during any time period not covered by:
      - — a current license or registration,
      - — a current agreement.
    - The provider also will not receive payment for any child care services provided for any child on any day that the number of children attending exceeds the licensed/registered capacity of the facility.

11. If a provider or its staff are found to be in serious non-compliance with, seriously deficient by, or debarred from other State or Federal programs, the child care contractor shall terminate this Provider Agreement within thirty (30) days.

12. All providers must be treated fairly and equitably regardless of race, color, national origin, age, sex, disability, political beliefs, type of facility or religion. Parent choice will be honored in determining child care arrangements to the extent required by the funding source for the parent/child involved.

13. The provider will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), the Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the provider agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

    The provider will not discriminate against children with disabilities. The provider also will not discriminate against children with AIDS. The provider will comply with the Health and Safety Code Section 85.113 by adopting and implementing HIV/AIDS workplace guidelines for employees and clients; by providing educational programs for employees and clients; and by developing and implementing guidelines regarding confidentiality of HIV/AIDS related medical information for employees and clients served.

MUTUAL AGREEMENTS (continued)

14. The provider will comply with the requirement of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1987, who will perform any labor or services under this agreement.

15. The provider must inform all appropriate provider staff of all relevant requirements in this agreement and the Provider Manual in order to maintain compliance.

CHILD CARE AUTOMATED ATTENDANCE AGREEMENT

Workforce Solutions Cameron and the Provider (center/home), herein referred to as provider, agree to abide by the following terms of the Provider Child Care Automated Attendance Agreement, herein referred to as agreement:

16. The provider agrees to use the CCAA (Child Care Automated Attendance) System as required to report daily attendance.

17. The provider agrees to follow the attendance reporting and tracking procedures required by Workforce Solutions Cameron.

18. The provider agrees to review the CCAA (Child Care Automated Attendance) at a minimum, every 3 to 5 calendar days.

19. The provider will submit supplement form with attendance when the parent does not yet have a card or has lost it.

20. The provider agrees that Workforce Solutions Cameron will not reimburse the provider if the parent fails to report attendance or absences in the CCAA System as required, unless the provider contacts Workforce Solutions Cameron within 5 calendar days of the incident.

21. The provider agrees that no employee of the child care facility will:

    - Possess, have on the premises, or otherwise have access to the attendance card of a parent or secondary cardholder;
    - Accept or use the attendance card or PIN of a parent or secondary cardholder; or
    - Perform the attendance/absence reporting function on behalf of the parent

22. The owner, director, or assistant director of a child care provider shall not be designated as the secondary cardholder by a parent with a child enrolled at the facility.

23. The provider agrees to **report** misuse of CCAA cards and PINs to Workforce Solutions Cameron Child Care Services; and

24. Any misuse of attendance reporting and violation of the requirements will be grounds for potential fraud determination.

25. Provider agrees to report to child care services authorized days that do not match the referral in the agency's automated attendance system within five (5) days of receiving the authorization. Failure to report the discrepancy may result in withholding payment to provider.

26. Provider agrees to report any incident that causes malfunction of equipment required to report daily attendance at facility.

27. The provider will allow visits from WFS staff, board staff or TWC monitors as deemed necessary to follow up on CCAA transactions and give technical assistance as needed.

28. The provider agrees to comply with the security agreement requirements of CCAA and is aware that failing to do so may warrant corrective or adverse action, such as investigation and prosecution of fraud, and the actions may include but are not limited to the following:

    - Closing intake
    - Moving children to another center
    - Withholding provider payments or reimbursement of costs incurred
    - Termination of child care services
    - Recoupment of funds

PROVIDER AGREEMENT: As the authorized representative for this center/home, I certify that all information recorded in this provider agreement is true and correct to the best of my knowledge. I will comply with all of the requirements of this provider agreement, or as it is amended in the future.

I understand and agree to abide by the rules and procedures described within .....Yes ☐ No ☐

u. Name of Provider **Lincoln Park School Day Care Center**	x. Name of child care contractor (if applicable) **Workforce Solutions Cameron**
v. Name of Authorized Provider Representative **Dr. Rene Gutierrez**	y. Name of child care contractor/Board Authorized Representative **Gilbert Lopez**
w. Title of Authorized Provider Representative **Superintendent**	z. Title of child care contractor/Board Authorized Representative **Financial Manager**

a1. Effective Date of Agreement	b1. Termination Date of Agreement
09.01.2020	**09.01.2021**

[redacted] [redacted] Signature–Child Care Contractor/Board Authorized Representative 8-6-20 Date

COMPLETE THE FOLLOWING IF CONTRACT HAS BEEN AMENDED					
Eff. Date of Amendment	Item No(s).	Signature–Provider/Contractor Fac. Rep.	Date	Signature–child care contractor/Board Rep.	Date

This program is funded in whole or in part with federal funds.

This document contains vital information about requirements, rights, determinations, and/or responsibilities for accessing workforce systems services. Language services, including the interpretation/translation of this document, are available free of charge upon request.

Este documento contiene información importante sobre los requisitos, los derechos, las determinaciones y las responsabilidades del acceso a los servicios del sistema de la fuerza laboral. Hay disponibles servicios de idioma, incluida la interpretación y la traducción de los documentos, sin ningún costo y a solicitud.

Workforce Solutions Cameron is an equal opportunity employer/program.
Auxiliary aids and services are available upon request to individuals with disabilities.
Relay: 1-800-735-2989 (TTY) / 711 (Voice)

Workforce Solutions Cameron
Board Name

Form CC-2046
September 1999

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires the Workforce Solutions Cameron to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Workforce Solutions Cameron (Board Name) may pursue available remedies, including suspension and/or debarment.

2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Workforce Solutions Cameron (Board Name).

   Do you have or do you anticipate having subcontractors under this proposed contract? ☐ **Yes** ☐ **No**

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from covered subcontractors upon each subcontract's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the Workforce Solutions Cameron (Board Name) may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor	Provider ID No. or Social Security No.	Board Contract No. (if applicable)
Lincoln Park School Day Care Center	416309	

Printed/Typed Name and Title of Authorized Representative
Dr. Rene Gutierrez - Superintendent

[redacted]

DEFINITIONS

Covered Contract/Subcontract.

(1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangement grants) and are between Workforce Solutions Cameron (Board Name) or its agents and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) under a grant or subgrant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:

a. Principal investigators
b. Providers of audit services required by the Workforce Solutions Cameron (Board Name) or federal funding source
c. Researchers

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 75 (or comparable federal regulations) to exclude a person from participation in covered contracts. A person so excluded is "debarred."

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implementing regulation, the equal employment opportunity acts and executive orders or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or corporate entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

(1) Principal investigators
(2) Providers of audit services required by the Workforce Solutions Cameron (Board Name) or federal funding source
(3) Researchers

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended."

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the $100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- 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".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contact, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have peen paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ..... ☐ Yes ☐ No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
Lincoln Park School Day Care Center	416309	

Name of Authorized Representative (type or print)	Title
Dr. Rene Gutierrez	Superintendent

[redacted] [redacted]

Texas Workforce Commission

CCMS VENDOR RATES

Form 2429-B July 1996

Facility Name
Lincoln Park School Daycare Center
Facility Address (Street, City, ZIP)
7 Orange Street, Brownsville, Texas 78521

1. METHODOLOGY:

Indicate what methodology was used to determine your full time and part time rates.

☒ Blended Rates* ☐ 30% Rates ☐ Budget Based Rates*

*** Vendor must keep file documentation showing how the rates were determined using a blended or budget based methodology. The records of private pay parents will verify the 30% methodology.**

2. DAILY FULL TIME RATES:

Infants	Toddlers	Preschool	School-Age
30.00	N/A	N/A	N/A

3. DAILY PART TIME RATES:

Infants	Toddlers	Preschool	School-Age
30.00	N/A	N/A	N/A

4. DAILY TRANSPORTATION RATES–Complete this item only if it is indicated on Form 2429-A that transportation is a separate charge.

Vendor to Home	Home to Vendor	School to Vendor	Vendor to School
N/A	N/A	N/A	N/A

5. **DATE RATES ARE/WERE EFFECTIVE** (This date can be on or before the effective date of the amended or renewed vendor agreement.) ..... Month/Day/Year: 9.1.2020

I CERTIFY that the information on this form is correct and I understand that the CCMS contractor has the right to verify these rates by reviewing my records of private pay parents and my files to verify supporting documentation.

[redacted] [redacted]

WORKFORCE SOLUTIONS CAMERON
ameri CareerJobcenter

PROVIDER REIMBURSEMENT TERMS

DAYCARE NAME: Lincoln Park School Day Care Center LICENSE NO: #416309

REIMBURSEMENT TERMS FOR CHILD CARE: WFS Cameron will reimburse the Provider after services have been rendered to eligible families. The Provider's claims are processed once information is received via Child Care Automation Attendance (CCAA). All Providers are paid every two weeks, per payment schedule provided at beginning of each fiscal year, payments are set to pay as direct deposit to a business account.
WFS Cameron will reimburse the provider for absences when the child is scheduled to attend under the following conditions and correct absence codes.

- Parent reports absence by phone to 1- 800# on their CCAA card.
- **"I"** Parent reports absence as an illness
- **"A"** Parent reports an absence - the provider will be paid up to 5 consecutive absences with parent notification to CCAA. Provider must report to WFS Cameron if a child does not return after the 5th consecutive absences with notification.
- **"C"** The child does not attend due to court ordered visitation for up to 2 consecutive weeks with prior approval from WFS Cameron, these days must be called into CCAA by the parent.
- "Z" days are paid as absences when a parent does not swipe on attendance, if client has not received CCAA card these days must be reported to billing department on supplement form, any consecutive "Z" days that are not reported may cause services to be discontinued for non compliance with CCAA agreement.
- A child is allowed to have up to **40 days as absences** (includes "Z" days, **"I"** and **"A"** days) in a one year period.

REIMBURSMENT RATES: Providers will be reimbursed for child care services rendered at the provider's daily published rate up to the maximum reimbursement rate established by WFS Cameron Board. Providers will not be reimbursed at a rate higher than their published rate for the age of the child receiving child care services. The CCS system will automatically calculate and pay a blended rate for school-referred children during the school year. Below are the set maximum daily rates in effect with WFS Cameron Board.

LICENSE CENTER	**TRS 4 Star**			**TRS 3 Star**			**TRS 2 Star**		
Age of Child	**FT**	**PT**	**Blended**	**FT**	**PT**	**Blended**	**FT**	**PT**	**Blended**
Infant 0-17 mo	29.55	26.07		26.60	23.47		23.94	21.12	
Toddler 18-35 mo	27.21	23.90		24.49	21.51		22.05	19.36	
Pre-K 3-5 yrs	25.26	19.23	20.11	22.74	17.31	18.10	20.47	15.58	16.30
School 6-13 yrs	23.89	17.52	18.45	21.51	15.77	16.61	19.36	14.20	14.96

In the event that there is a difference between the subsidized child care rate paid and the child care provider rate, the difference CANNOT be charged to any WFS Cameron client.

Note: The Parent's Share of Cost (PSC) will be deducted from the provider's reimbursement. It is the provider's responsibility to collect the parent's share of cost before services are rendered. WFS Cameron will not reimburse providers when parent fails to pay this fee.

Provider must comply with the current applicable local/state licensing and registration requirements and must have a valid license (Provisional, Permanent) or registration with TDFPS or be operated and monitored by the US Military Services.

WFS Cameron cannot provide reimbursement for child care services to a child care provider if the provider or a staff person of the provider has been found to be in serious non-compliance with, seriously deficient by, or debarred from any other State or Federal program (such as the Child Care Food Program).

I agree to comply with these terms and that I must report any changes to CCS, also; that I must report any adverse or corrective action by TDFPS Licensing Dept. These changes should be reported on a timely basis as to avoid any consequences that may hinder providing services or receiving compensation for such services.

[redacted] [redacted] [redacted]

This program is funded in whole or in part with federal funds.

Workforce Solutions Cameron Equal Employment Opportunity Employer/Program Auxiliary Aids are available upon request to individuals with disabilities.
Relay: 1-800-735-2989 (TYY) / 711 (Voice).

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WORKFORCE SOLUTIONS CAMERON

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PROVIDER HOLIDAYS

Only 9 holidays are reimbursable to the WFSCCM Provider. Any holiday the WFSCCM Provider takes that is not listed below is considered an unapproved holiday (H/U) and will not be paid to the WFSCCM Provider.

Any changes to the holidays listed below must be submitted to Provider Management Services Department in writing with at least two weeks advance notice.

December 28, 2020	December 29, 2020	December 30, 2020
February 26, 2021	March 15, 2021	March 16, 2021
March 17, 2021	March 18, 2021	March 19, 2021

Lincoln Park School Day Care Center License no. 416309

Name of Provider

[redacted] [redacted]

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Provider Care Options

Provider Name: **Lincoln Park School Day Care Center**

Provider #: **416309**

__X__ I accept part week care
(Example: 2 days/week [Mon. and Wed], 3 days/week [Mon, Wed, Fri])

_____ I do not accept part week care.

__X__ I accept part-day care.
(Example: Less than six (6) hours per day)

__X__ I accept full-day care.
(Example: More than six (6) hours per day)

Restriction(s):
I accept part –week care IF more than 3 days apply.

[redacted]

[redacted]

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Workforce Solutions Cameron Equal Employment Opportunity Employer/Program Auxiliary Aids are available upon request to individuals with disabilities. Relay: 1-800-735-2989 (TYY) / 711 (Voice).

This document contains vital information about requirements, rights, determinations, and/or responsibilities for accessing workforce systems services. Language services, including the interpretation/translation of this document, are available free of charge upon request.

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WORKFORCE SOLUTIONS CAMERON

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BILLING OPTIONS FOR PROVIDERS

PROVIDER # 416309 PROVIDER # Lincoln Park School Day Care Center

* All Providers will be paid every 2 weeks *

Payments are made as direct deposits to your bank account,
on occasion it is necessary to pay with a check:

When this occurs, choose preference

_____ have check mailed ____X___ pick up check

[redacted] [redacted]

Effective July 3, 2018

This program is funded in whole or in part with federal funds.

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Relay: 1-800-735-2989 (TTY) / 711 (Voice)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Brownsville Independent School District

2 Business name/disregarded entity name, if different from above

Lincoln Park School Day Care Center #416309

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ SCHOOL DISTRICT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1900 Price Road

6 City, state, and ZIP code

Brownsville, Texas 78521

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	4	–	6	0	0	0	4	1	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Workforce Solutions Cameron/
Texas Rising Star

Company Name	Dr. René Gutiérrez Superintendent
Date	Minerva M. Peña Board President
	Dr. Prisci Roca Tipton Board Secretary
	Date

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 9/1/2020

Item Title: MOU United Way Southern Cameron County and Brownsville Independent School District 2020-2021

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

This MOU between United Way and the school district is for the implementation of United Way's Online Guided Reading Initiative. Through this program, United Way volunteers from our community will provide online guided reading to students in need of additional reading support during the school day. A computer station in select classrooms will host over 1,500 books to students to choose from. The host BISD teacher will select up to five students to participate in the Vello reading initiative. Due to the pandemic virtual access to Vello will also be available for the duration of the school year. This program will also provide full access to the e-library for the entire class to use both in and out of the school hours.

FISCAL IMPLICATIONS:

There is no cost for the district for these United Way services.

RECOMMENDATION:

Recommend approval of the United Way Southern Cameron County Online Guided Reading Initiative that students can use to improve reading skills and have access to United Way e-library 7 days a week at no cost to BISD.

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

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Anysia Treviño
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Monday, August 17, 2020 4:18 PM
To: Sara Celis
Subject: Re: 2nd Request: 2020-2021 United Way Southern Cameron County MOU

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. Celia,

I ha e reviewed and approve for signature.

Thanks,
Baltazar Salazar

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

On Aug 17, 2020, at 3:59 PM, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

Go Green! Please do not print unless completely necessary.

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MEMORANDUM OF UNDERSTANDING
ONLINE GUIDED READING EXPANSION PROGRAM – YEAR 4 VELLO

This Memorandum of Understanding ("MOU") is by and between United Way of Southern Cameron County ("UWSCC"), a non-profit corporation, located at 634 E. Levee Street, Brownsville, TX 78520 and Brownsville Independent School District ("District"), located at 1900 E. Price Road, Brownsville, TX 78520.

This MOU shall constitute the entire agreement between the parties, and supersedes all other understandings, oral or written.

AGREEMENT PERIOD: August 17, 2020–June 30, 2021

FOR AND ON BEHALF OF BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

Signature

Dr. Rene Gutierrez
Superintendent

Date

FOR AND ON BEHALF OF UNITED WAY OF SOUTHERN CAMERON COUNTY, a non-profit corporation:

Signature

Traci Wickett
President & CEO

8/12/2020
Date

POINTS OF CONTACT AND NOTICES

The Points of Contact for this MOU are listed below. Any notices relative this MOU shall be addressed to these Points of Contact.

UWSCC Point of Contact

Name: Traci Wickett
Title: President & CEO
Telephone: 956-548-6880
Email: traci.wickett@unitedwayrgv.org

District Point of Contact

Name: Dr. Dora Sauceda
Title: Assistant Superintendent
Telephone: 956-698-2403
Email: drdesauceda@bisd.us

I. SCOPE OF WORK

A. PURPOSE

The purpose of this MOU is to define the responsibilities of UWSCC and the District for UWSCC's Online Guided Reading Initiative ("Program"). The Program is an online guided reading program that pairs remotely located adult volunteers in the community with students in need of additional reading support during the school day. A computer station will be placed in selected classrooms for sole use of an e-library consisting of over 1,500 books. Teachers will assign five (5) students per classroom to receive online guided reading with a remotely located adult volunteer that will take place throughout the school day or during the afterschool program hours. Virtual access to Vello will also be readily available for the duration of the school year as it relates to COVID-19 district protocols. The Program will also provide full access to the e-library for the entire class to use both in and out of school time. The District will work with select participating schools and UWSCC to implement the Program during the term of this MOU.

B. AUTHORITY

The District is duly authorized to enter into this MOU, which has been approved by its governing board at a duly authorized meeting.

C. LOCATIONS TO BE SERVED

The District and/or its participating school will provide information that is required for Program implementation to UWSCC as set forth on Exhibits A and B as soon as possible in order to ensure that the Program can begin in those classrooms in a timely manner.

UWSCC and the District and/or its participating schools will work together to address the number of participating classrooms and any vacancies that arise during the school year.

D. RESPONSIBILITIES

All information supplied shall be in accordance with the restrictions placed upon the District pursuant to the Family Education Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act ("COPPA").

District shall:

(1) **Points of Contact**: Provide to UWSCC staff, on an in-kind basis, the following appropriate contacts to assist with conducting the Program through the MOU period:

a. District Point of Contact (as listed on page 1 of this MOU) – A point of contact at the District to assist with implementing the Program in schools, as well as to serve as a liaison to school administration(s), school board(s), parents/guardians, and the local community. These items may include, but are not limited to:

i. Provide UWSCC Staff with technical support to ensure full functionality of the Program and/or assist when any issues arise.

ii. Assist UWSCC with data collection, as described below.

iii. Assist UWSCC in coordinating with each participating school as necessary.

b. School Designated Program Administrator – A point of contact at each participating school to serve as a point person for Program implementation, trainings, engagement/promotional opportunities, and general communications, as well as a liaison to technology and other relevant school personnel. These items may include, but are not limited to:

i. Coordinate parent permission slip distribution, completion, and storage. Prior to the Program starting in each school or classroom, the School Designated Program Administrator will send a written communication to UWSCC staff that verifies which students have a signed parent/guardian permission slip on file and are permitted to engage in the Program. Students will only be able to participate in the Program if parent/guardian signs a release form.

ii. Distribute surveys from UWSCC to the school administration, teachers, parents, and students related to the Program and their feedback. Students will only be surveyed if parent/guardian signs a release form; UWSCC will coordinate with the School Designated Program Administrator prior to any surveys being distributed.

iii. Provide UWSCC staff access to the school administration, teachers, and students in order to feature stories about the Program, and highlight the ways the community can support improvement efforts. Students will be included in feature stories only if parent/guardian signs a release form; UWSCC will coordinate with the School Designated Program Administrator prior to any filming/photography.

iv. Provide UWSCC Staff with technical support to ensure full functionality of the Program and/or assist when any issues arise.

v. Assist UWSCC with data collection, as described below.

(2) **Technology**: For each school participating in the Program, ensure technology necessary for the Program can be successfully implemented by engaging in the following:

a. Review and ensure compliance with Network Requirements and complete the Network Questionnaire, both of which are attached at Exhibit B.

b. Provide a secure location for equipment and space allocated for the Program in each participating classroom.

c. Provide access and support to local area network and internet services, including compatibly with district firewalls in each participating classroom.

d. Work with UWSCC to ensure the following items, which are necessary for the Program, function properly on the school's network:

i. join.me through LogMeIn or Zoom Meetings

ii. E-library/literacy programs such Learning A-Z's Reading A-Z and Raz-Kids and/or others to be determined

iii. Web-based teacher administrative portal

(3) **Outreach**: Promote the Program in communications as appropriate and as mutually agreed upon.

(4) **Participation**: For each school participating in the Program, oversee the school's active participation by ensuring (and affirming to UWSCC when requested) the following:

a. Confirm that each participating school's administration has agreed to participate in the Program and implement the Program in selected classrooms. Each participating school will need to

provide information as set forth in Exhibit A to UWSCC in order to activate Program implementation.

b. Execute any necessary license agreement(s) for e-library software.

c. Provide background checks on all participating volunteers.

d. Confirm that each participating classroom's teacher has agreed to participate in the Program and implement the Program in his/her classroom for up to five (5) students.

e. Ensure that each participating classroom's teacher participates in training for the Program.

f. Ensure that each participating classroom's teacher is willing to take the necessary steps to ensure successful implementation of the Program in his/her classroom, which includes, but may not be limited to:

i. Distributing, obtaining, and maintaining (in conjunction with each participating school) parent permissions for the Program;

ii. Scheduling participating students on the Program web-based administrative platform;

iii. Ensuring, to the best of his/her ability, that a student is ready to engage in the Program at scheduled times;

iv. Communicating with UWSCC as necessary; and

v. Providing feedback and evaluation of the Program as necessary.

(5) **Measures**:

a. In conjunction with participating school(s), provide UWSCC with initial Curriculum Based Measurements ("CBM") data as well as ongoing CBM data a minimum of three (2) times a year (MOY and EOY). CBM is a method teachers use to find out how students are progressing in basic academic areas such as math, reading, writing, and spelling. All data provided to UWSCC will be (1) aggregate data for classroom CBM and (2) disaggregated data provided anonymously for students' CBM (e.g., Class A – Student 001, Class A – Student 002) that includes a notation of whether or not the student is a participant in the Program. Examples of CBM tools include:

- TPRI/Tejas LEE
- AIMS Web
- DIBELS
- Lexile
- Fountas and Pinnell
- Developmental Reading Assessment
- PM Readers
- Accelerated Readers (ATOS)
- Northwest Evaluation Association
- Texas English Language Proficiency Assessment System (TELPAS) 2-12 grades
- Partnership for Assessment of Readiness for College and Careers
- San Diego Quick Assessment of Reading Ability
- Any assessment/benchmark tool accepted by National Assessment of Educational Progress

b. In conjunction with participating school(s), provide UWSCC with initial other cohort data (defined below) as well as ongoing other cohort data up to three (3) times a year. All data provided to UWSCC will be (1) aggregate data for classroom and (2) disaggregated data provided anonymously for students (e.g., Class A – Student 001, Class A – Student 002) that includes a notation of whether or not the student is a participant in the Program. Other data may include:

- Social/emotional measures
  - Questionnaires for students, parents, or teachers
  - Teacher observations/anecdotes
  - Parent observations/anecdotes
- Attendance
  - Individual student attendance

UWSCC shall:

(1) Provide the necessary tools for each classroom to implement the Program, which includes:

a. Hardware – a thin client, monitor, keyboard, mouse, bracket, and headset in each classroom that may be used only by students (with parent permission slips on file) for the Program. The District agrees that if a classroom discontinues its participation from the Program at any time, UWSCC reserves the right to uninstall and remove the hardware from that classroom.

b. E-library – access to an e-library/literacy program on the UWSCC installed hardware with electronics books for all students in the classroom.

c. Screen sharing software – the ability for student and the volunteer tutor to share screens during a reading session.

d. Administrative platform – a web-based platform where teachers will schedule students for reading sessions.

e. Volunteer teams – a group of volunteer adults assigned to each classroom, which will provide each participating student with a 1-1 reading guide twice a week during a pre-scheduled timeframe during the school day.

f. Teacher training – training for teachers to use the Program components and schedule his/her students for guided reading sessions.

g. Volunteer training – training for volunteers to use the Program components and participate in guided reading with students.

h. Session guide – a guide for volunteers to ensure each session is focused on reading improvement.

(2) Ensure funding, and pay all license fees, for essential Program components such as hardware and any software licenses as described above.

(3) Ensure proper placement of hardware in classrooms participating in the Program.

(4) Ensure ongoing technical support for Program-related components.

(5) Provide ongoing general support for the Program to teachers, participating schools and classrooms, and District.

(6) Facilitate feedback and evaluation of the Program.

II. TERMS AND CONDITIONS

A. NON-APPROPRIATIONS

Each party recognizes that the performance by either party hereunder may be dependent upon the appropriation of funds to or by that party. Should either party fail to be appropriated or to appropriate the necessary funds that party may terminate as stated herein without further duty of obligation. Each party agrees to give notice to the other as soon as reasonably possible after the unavailability of said funds comes to the party's attention.

B. COMPLIANCE WITH APPLICABLE LAWS

Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein. Specifically, the following apply:

1. **NON-DISCRIMINATION:** Unless exempt under Federal law, UWSCC and District shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. UWSCC and District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. UWSCC and District shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended. UWSCC and District shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. UWSCC and District shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

2. **DRUG-FREE WORKPLACE:** UWSCC and the District agree to comply with the Drug-Free Workplace Act of 1988 (P.L. 100-690). This law requires contractors and subcontractors of federal funds to certify they will provide drug-free workplaces. This certification is a precondition to receiving a contract or grant.

3. **IMMIGRATION AND EMPLOYMENT LAWS:** UWSCC and the District acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with IRCA and permit District inspection of personnel records to verify such compliance. UWSCC warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees, as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. UWSCC shall ensure that all school-based UWSCC Staff meet all state and federal requirements for working with students.

4. **COUNTERTERRORISM:** UWSCC and District certify compliance with USA Patriot Act and other counterterrorism laws.

C. LICENSES AND PERMITS

District shall be responsible for obtaining any and all licenses and permits from the State of Texas, any county or city therein, or any other government agency necessary for the Program.

D. INDEMNIFICATION

To the extent allowed by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party, its principals, members and employees (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") brought against, incurred by or paid by such other party at any time, in any way arising out of or relating to this Agreement, except to the extent finally judicially determined to have resulted from the fault of the indemnified party. This indemnification provision shall apply regardless of the form or action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

The indemnifying party shall have the right to take over, settle, or defend all claims through counsel of the indemnifying party's choice and under its sole direction, except that the indemnifying party shall not take any action or agree to any settlement that would adversely affect the indemnified party without the indemnified party's written approval. The indemnified party must provide to the indemnifying party reasonable written notice of a claim or potential claim, shall make all defenses available to the indemnifying party and shall give the indemnifying party all assistance and authority, at the indemnifying party's reasonable request.

Each party shall provide evidence of liability insurance to the other party upon request. District shall provide evidence that Workers' Compensation Insurance is provided to District employees upon request.

E. RELATIONSHIP OF PARTIES/EMPLOYMENT DISCLAIMER

Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor, or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. In addition, the MOU is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind.

F. OWNERSHIP

District recognizes that UWSCC is the owner of all right, title, and interest in and to all UWSCC trademarks, logos, and names ("UWSCC Property"). Any use of the UWSCC Property by District requires the written approval of UWSCC. UWSCC recognizes that District is the owner of all right, title, and interest in and to all District trademarks, logos, and names ("District Property"). Any use of the District Property by UWSCC requires the written approval of District.

G. RECORDS

The District shall retain all data and other records relating to the acquisition and performance of this MOU (including parent permissions) for a period of five years after the completion of the MOU. All books and records shall be subject to inspection and audit by UWSCC at reasonable times, and where applicable, the State or Federal government, to the extent that the books and records relate to the performance of the contract. Upon request, the District shall produce a legible copy of any or all such records.

UWSCC will maintain all data and records relating the performance of this MOU for a period of five years after the completion of the MOU.

H. TERM OF AGREEMENT

The term of this Agreement shall commence on August 17, 2020 and shall terminate on June 30, 2021.

I. DISPUTE RESOLUTION

Any controversy or dispute arising out of or relating to this MOU will be resolved by filing suit in a Court of Competent Jurisdiction in Cameron County, Texas. Prior to filing suit either party may request that a mediation be conducted to attempt to resolve the dispute without court intervention. The prevailing party in any dispute resolution proceeding arising out of this Agreement shall be entitled to a recovery of all attorneys' fees and costs incurred in such proceeding if so ordered by a court of competent jurisdiction.

J. MISCELLANEOUS

1. **ASSIGNMENT**: Neither party can assign its rights or obligations under this MOU absent written consent from the other party.

2. **ENTIRE AGREEMENT**: This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous representations understandings or agreements, whether written or oral, relating to the subject matter of this MOU.

3. **SEVERABILITY**: Should an arbitrator or court of competent jurisdiction find any provision of this MOU to be invalid or otherwise unenforceable, that provision shall be severed from the MOU, with the remaining provisions to be enforced to the maximum extent allowed by law.

4. **WAIVER**: A waiver by either party of any right contained herein shall not constitute a future or continuing waiver of that right, or any other right.

5. **MODIFICATION**: The provisions of this MOU may not be waived, amended, or modified unless agreed to in writing by both parties.

6. **FORCE MAJEURE**: Neither party shall be liable for any delays in performance resulting from circumstances or causes beyond its reasonable control, including without limitation, fire or other casualty, act of God, terrorism, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

7. **GOVERNING LAW**: This Agreement shall be governed by, and performed in accordance with, the laws of the State of Texas, without regard to its conflicts of laws provisions.

8. **SURVIVAL**: The following provisions of Section II. Terms and Conditions shall, by their nature, survive any termination or expiration of this MOU: Sections D, F, G, L, and M.

EXHIBIT A

Information page to be completed by each participating school and UWSCC Point of Contact after MOU approval and execution.

School Name: _____

School Address: _____

School City/State/Zip: _____

School Contact Name: _____

Classroom 1:

Grade Level: _____

Classroom Teacher Name: _____

Classroom Phone Number: _____

Teacher Email: _____

Room Number: _____

Classroom IP Address: _____

Classroom 2:

Grade Level: _____

Classroom Teacher Name: _____

Classroom Phone Number: _____

Teacher Email: _____

Room Number: _____

Classroom IP Address: _____

Classroom 3:

Grade Level: _____

Classroom Teacher Name: _____

Classroom Phone Number: _____

Teacher Email: _____

Room Number: _____

Classroom IP Address: _____

EXHIBIT B

Information page to be completed by each participating school and UWSCC Point of Contact after MOU approval and execution.

Network Requirements

Internet connection: 1.5Mbps* upload per active Program session.

Note: An "active" session would be defined as the student and the volunteer actively reading a book through screen-sharing technology.

Example:

- The internet connection on the participating school's campus has a 100Mbps* upload capability.
- There are 10 active Program sessions running concurrently on the participating school's network.
- Each participating school will need to have at least 15Mbps* upload for these sessions.

*Megabits Per Second – A megabit is 1,000,000 bits, or "pieces of information."

Network Questionnaire (to be answered by participating school IT department):

1. Do you have your own separate internet connection or are they connected to a central office via a MAN (MOE, MPLS, VPN, VPLS, etc.), which in turn connects to the internet?

2. Do you use DHCP to issue IP Addresses or do you require static IP addressing?

3. Do you require devices to be "on domain"?

4. Does your network require the installation of root-CA certificates to allow for "inline-https-inspection"?

5. Are you able to allow internet access via MAC address whitelisting?

6. Do you use NAP or an NPS server for network access/authentication? If so, what method is used for authentication (PEAP-TLS, PEAP-MSCHAPv2)?

7. Do you require the device to be VLAN aware at the driver level (if using tagged ports on your switch)?

Brownsville Independent School District

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

Dr. René Gutiérrez
Superintendent

Item Description:

Memorandum of Understanding
United Way Southern Cameron County
and Brownsville I.S.D. 2020-2021

_____
Dr. René Gutiérrez
Superintendent

_____
Minerva M. Peña
Board President

_____
Dr. Prisci Roca Tipton
Board Secretary

_____
Date

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 09/01/2020

Item Title: Energy Smart Corporation
RFQ #20-135 Energy and Water
Consulting Service District-Wide

X Action
Information
Discussion

BACKGROUND:

During the June 16, 2020 Regular Board Meeting, the Board of Trustees approved RFQ #20-135 for Energy and Water Consulting Service District-wide and authorized Administration to enter into contract negotiations with Energy Smart Corporation. Attached, for your reference, please find the 3 payment options available for this service.

At this time, Administration is recommending Payment Option #3 based on the following:

- Provides best incentives for *Guaranteed Savings*
- No up-front capital expenses
- Consistent for the 3 years
- Assures that the entire scope of work will be accomplished

FISCAL IMPLICATIONS:

Local Maintenance Funds

RECOMMENDATION:

Recommend approval to accept Payment Option #3 for the Energy and Water Consulting Service District-wide from Energy Smart Corporation of Hot Springs, Arizona, and to enter into contract negotiations. To be paid from Local Maintenance Funds.

Approved for Submission to Board of Education:

Cesar G. Lopez
Submitted by: Principal/Program Adm.

Jimmy Haynes /David Robledo
Recommended by: Asst. Supt./CFO

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nellie Cantu
Approved by: Deputy Superintendent 8/27/20

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Minerva Almanza

From:	Baltazar Salazar <balsalazar@sbcglobal.net>
Sent:	Thursday, August 20, 2020 6:16 PM
To:	Minerva Almanza; Sara Celis
Cc:	Lily Champion; Cesar G. Lopez; saotero@bisd.com; bob@energysmartcorp.com; Dr. Rene Gutierrez
Subject:	Fw: Consulting Contract
Attachments:	Consulting Contract final rev.doc; BISD, Consulting Agreement with Energy Smart Corp, 09-2020 .pdf

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

Mrs. Almanza and Mrs.Celis,

I have reviewed and approve the attached contract for submission to the board.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

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

----- Forwarded Message -----
From: Bob <bob@energysmartcorp.com>
To: "balsalazar@sbcglobal.net" <balsalazar@sbcglobal.net>; "lillychampion@bisd.uc" <lillychampion@bisd.uc>; 'Cesar G. Lopez' <cglopez@bisd.us>; 'Santiago A. Otero' <saotero@bisd.us>
Sent: Thursday, August 20, 2020, 05:36:58 PM CDT
Subject: Consulting Contract

Mr. Salazar, Ms. Champion:

Pursuant to your respective requests, attached is a revised copy of the Consulting Contract. The first section in red was requested by Mr. Salazar and the second red section was requested by

Ms. Champion. Please let me know if these revisions meet with your approval and we will send signed and notarized copies. Feel free to call my cell phone (501) 617-4777 if further changes are needed.

Thank you. We are looking forward to getting started reducing your utility bills.

Bob Driggers

P.S. We also need the "Limited Power of Attorney" or the "Letter of Authorization" executed to provide access to your utility bills.

Brownsville Independent School District

Transmittal Form

TO: **Jimmy Haynes,** Asst. Superintendent District Operations

FROM: **Miguel Salinas,** *Staff Attorney*

DATE: **August 19, 2020**

RE: Consulting Contract with Energy Smart Corporation

☐ *For Your Approval*	☒ *As Per Your Request*	☐ *For Your Signature*
☐ *Please Advise*	☒ *For Your Information*	☐ *For Your Review*

I have reviewed the above referenced and approve option 3.

With regards to the consulting contract, Section 4 includes optional work to be charged at a rate of $150.00 per hour. The contract should state all optional work must be approved by the District before it is undertaken.

Sara Celis

From: Jimmy Haynes
Sent: Saturday, August 08, 2020 2:21 PM
To: Miguel Salinas
Cc: Rosa Maria Guerrero
Subject: Fw: BISD RFQ 20-135 (Energy / Water Consulting Service District-Wide)
Attachments: 072020 Contract cover letter signed.pdf; 072020 Consulting Contract final rev.pdf; 072020 LIMITED POWER OF ATTORNEY.pdf; 072020 LOA.pdf; 072020 Payment options defined.pdf

Can you please review Payment option contracts to see which one would benefit the district more. Also, please review contract. Payment option 3 is being recommended by Maintenance Department.

Jimmy R. Haynes
Area Assistant Superintendent
Brownsville ISD
1900 Price Road Suite 204
Brownsville, Texas 78521
Phone (956)-698-0825

"If your actions inspire others to dream more, learn more, do more, and become more, you are a leader."
John Quincy Adams

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

From: Cesar G. Lopez <cglopez@bisd.us>
Sent: Monday, August 3, 2020 5:17 PM
To: Dr. Nereida Cantu <drncantu@bisd.us>
Cc: Jimmy Haynes <jhaynes@bisd.us>; Lily Champion <lilychampion@bisd.us>; Santiago A. Otero <saotero@bisd.us>; Cesar G. Lopez <cglopez@bisd.us>
Subject: Fwd: BISD RFQ 20-135 (Energy / Water Consulting Service District-Wide)

Good Afternoon Dr. Cantu,

For your approval,

Please see attached 3 payment options for the ***RFQ 20-135 Energy / Water Consulting Services District-Wide Payment for Service Rendered).***

Good Afternoon, as per our conversation / meeting ***(BISD RFQ 20-135 Energy / Water Consulting Services District-Wide Payment for Service Rendered)***, after reviewing the THREE PAYMENT OPTIONS.

My Recommendation is to consider ***Option No. 3*** for the following Reasons:

1. ***Provides a Larger Area for Guaranteed Savings***
2. ***No up-front Capital Expenses***
3. ***Consistent for Three Years***
4. ***Assures that the entire Scope of Work will be Accomplished.***

Regards,

Thanks

Timeline:

Received Board approval for RFQ. June.2020
Received proposal from awarded vendor. July 2020
Conference Meeting with Energy Consultant. July 15th.
Conference call and meeting. July 20th.
Maintenance Department meeting to choose 1 of 3 options for recommendation. July 26th.
Recommendation Sent for approval to administration. Aug. 3rd.

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Brownsville Independent School District

Agenda Category: Bids/Proposals/Purchases **Board of Education Meeting:** 06/16/2020

Item Title: RFQ #20-135 Energy and Water Consulting Service District-wide

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

Bid for Energy and Water Consulting Service is needed District-wide. On May 12, 2020, BISD Purchasing Department received Request for Qualification statements from four (4) vendors for RFQ #20-135 Energy and Water Consulting Services District-wide. On May 13, 2020, the members of the ranking committee evaluated the four (4) qualified vendors and selected the highest ranked.

4 RFQ's were received.

New bid.

FISCAL IMPLICATIONS:

Local Maintenance Fund.

RECOMMENDATION:

Request approval of RFQ #20-135 Energy and Water Consulting Service District-wide to Energy Smart Corp., Hot Springs, AR., and to allow Administration to enter into contract negotiations.

Cesar G. Lopez / Rosario Peña
Submitted by: Principal/Program Adm.

Jimmy Haynes / David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
6/9/2020

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Lily Champion

From: Bob <bob@energysmartcorp.com>
Sent: Thursday, August 20, 2020 5:39 PM
To: Lily Champion
Subject: Consulting Contract
Attachments: Consulting Contract final rev.doc

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.

Mr. Salazar, Ms. Champion:
Pursuant to your respective requests, attached is a revised copy of the Consulting Contract. The first section in red was requested by Mr. Salazar and the second red section was requested by Ms. Champion. Please let me know if these revisions meet with your approval and we will send signed and notarized copies. Feel free to call my cell phone (501) 617-4777 if further changes are needed.
Thank you. We are looking forward to getting started reducing your utility bills.
Bob Driggers
P.S. We also need the "Limited Power of Attorney" or the "Letter of Authorization" executed to provide access to your utility bills.

Lily Champion

From: Lily Champion
Sent: Thursday, August 20, 2020 9:45 AM
To: bob@energysmartcorp.com; Robert Driggers
Cc: Cesar G. Lopez; Lily Champion; Santiago A. Otero
Subject: Revision to Consulting Agreement

Good morning Mr. Driggers,
Per our conversation, per our Legal Department, please revise your consulting agreement item 4 page 4 to read as follows:

all optional work must be approved by the District before it is undertaken

Please send me the revised agreement as soon as possible, preferably today.

Thank you
lc

Lily Champion
Maintenance Department
Administrative Assistant
lilychampion@bisd.us
956-548-8081 956-698-2387

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.

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.

Energy Smart Corporation

Post Office Box 22084
Hot Springs, AR 71903

www.energysmartcorp.com
Office: (501) 760-6444, Cell (501) 617-4777

July 6, 2020

Mr. Santiago Otero, Energy Manager
1900 E. Price Road
Brownsville, TX 78521-2417

Mr. Otero:

I agree to the terms and conditions you proposed and have incorporated them into the attached Consulting Agreement. I am very pleased to again be working with the Brownsville Independent School District (BISD). We will begin as soon as the Power of Attorney (POA) or Letter of Authorization (LOA) plus the attached agreement are executed by whoever has those responsibilities for BISD.

Please note that the attached Consulting Agreement costs the District nothing because all payments for my services are compensated totally from future savings paid only after such savings are realized. This method also allows for monthly documented savings for each individual account. Because of this, the District will know precisely how much was saved each month and can allocate these savings however you wish.

After reviewing the current situation at BISD, it appears obvious that the District is being overcharged for some electricity accounts. I will begin an in-depth analysis of the last two years of electricity bills as soon as the agreement is executed. However, my initial review also noted that some school campuses still have multiple meters and many schools are still using inefficient lighting, HVAC, etc. These conservation items plus power factor corrections will require capital expenses by the district.

It is for this reason that I strongly urge the District to consider setting aside some of the net savings that we obtain in order to fund such projects. For example, if BISD would allow the Maintenance Department to retain even half of the net savings, it is likely that this would provide sufficient funding for a program of lighting retrofits and finishing the meter consolidation program which was started several years ago (e.g., One campus, one meter and one account). Such projects will provide rapid returns on investments (ROI).

As you know, together with your assistance Mr. Otero, we saved the District over three million dollars ($3,000,000) the first year of our initial project and expect to provide substantial savings once again.

Thank you and BISD for your confidence. We are looking forward to getting started.

Sincerely,

Robert Driggers, President

cc: Mr. Cesar Lopez
Attachments
RD/mc

Consulting Agreement

This is a contract entered into by Robert Driggers, President of Energy Smart Corporation (hereinafter referred to as "Mr. Driggers" or the "Consultant") and Brownsville Independent School District (hereinafter referred to as "BISD" or the "Client").

The Consultant's place of business is P.O. Box 22084, Hot Springs, AR 71903 and BISD's Administrative Offices address is 1900 East Price Road, Brownsville, TX 78521.

"Client" hereby engages "Consultant" to provide services described herein under the following "Scope of Work ". "Consultant" hereby agrees to provide "Client" with such services in exchange for consideration described herein under "Payment for Services Rendered."

Scope of Work

The following Scope of Work is taken directly from the response to BISD's RFQ#20-135 (Energy and Water Consulting Services District-wide). The general intent is to significantly reduce BISD's Energy and Water Bills.

It is anticipated that the energy consultant will initially review and analyze the previous two years of monthly electricity billings. This analysis will consist of the following criteria:

1. Verify billings are based on application of the appropriate rate tariff
2. Tariffs applied are legal and properly interpreted
3. Requests to convert to available lower cost tariffs
4. All billing components calculated accurately (kW, kWh, fuel, service charges, misc.)
5. Minimum demand charges are properly charged
6. Power Factor penalties and credits are assigned appropriately
7. Meter and billing multipliers are correctly applied
8. Billings utilize all available discounts
9. All contracts and agreements (if any) are properly complied with
10. How do total monthly billings compare to other available power suppliers?

Once the above billing analysis and initial Scope of Work is completed:

1. Negotiations with current suppliers to reduce or discount current rates at least consistent with other available suppliers.

2. Negotiate new operating agreements including elimination of ratcheting, maintenance charges, power factor freeze, minimum demands, blanket easements.
3. Negotiate and obtain discounted contracts.
4. In the event current suppliers will not contract to be competitive, additional analyses will be performed to obtain costs to transfer service to more cost-effective utility companies.
5. Approval by BISD and signing of operating agreements or contracts for power
6. Negotiations begin to have the new supplier pay all or part of the up-and-down costs and a schedule of timelines will be agreed to by all parties.
7. Preparation of RFP's and evaluation matrices (required for REPs)
8. Presentation and recommendations to BISD administration/board

Once reasonable rates are agreed to, with approval of BISD Administration, the Energy Consultant will perform an overview report or thorough analysis of additional savings due to Conservation, Alternatives, Accuracy, and Methodology.

Long-term saving in these areas are likely to consist of:

1. Additional consolidation of meters. Most campuses were consolidated from 2005 to 2013 but several campuses remain with up to 21 meters serving a single campus.

2. Analysis of water suppliers to include costs, alternative suppliers, use of raw or untreated water for irrigation purposes, etc.

3. Conservation efforts including replacement of fluorescent lighting, inefficient HVAC equipment, window tinting, leaks and drafts around doors and windows, incentive programs for individual schools, administrators, teachers, students.

4. Three-year continuous monitoring of accuracy for all energy consuming locations including schools, transportation center, aquatic center, administration buildings, maintenance and food services departments, etc.

5. Monthly and annual reports will be available with annual reports comparing all schools to each other. High Schools compared to other High Schools, etc. Reports will include energy efficiency reports (most efficient to least efficient), usage and cost comparisons per student, per square foot, etc.

6. Continued activities as liaison for BISD in obtaining and maintaining credits, incentives, and cost-savings from energy and water suppliers.

7. Begin legislative efforts to obtain electricity rate relief for public schools similar to that provided to state supported colleges.

Payment for Services Rendered

The Client shall pay the Consultant for services rendered according to the Payment Method and Schedule following, within thirty (30) calendar days of the date on any invoice for services rendered from the Consultant.

Rate Methodology:

Payments shall be made based on a percentage of documented savings achieved by the "Consultant". The fees charged will be thirty percent (30%) of savings achieved for year one beginning with the first bill, twenty percent (20%) of savings for year two, and ten percent (10%) of savings for year three. No payments will ever be based on one month versus a previous month or year compared to another year or any period of time compared to another. All charges will be based solely on percentages of actual documented savings or cost reductions for specific definable items such as savings per kilowatt, kilowatt-hour, customer service charge, gallons, etc.

Documented saving will be defined as follows:

1. Percentage reductions in utility charges. For example, the Brownsville Public Utilities Board as a supplier of electricity and water have previously reduced their billings by 7.5% percent.

   Example (7.5%):

   A. Year One (30%) = 2.25% "Consultant" 5.25% "Client"

   B. Year Two (20%) = 1.50% "Consultant" 6.0% "Client"

   C. Year Three (10%) = 0.75% "Consultant" 6.75% "Client"

   D. "Client" will retain 100% of all Component Savings after Year Three.

2. Utility Electric Bill Rate or Tariff Reduction (kwh Consumption; kw Demand); Rate Riders; Saving Programs (DSM); Incentive Discounts; Customer Service Charges; Security Lights Rental Fee; and Water Rates / Fees

   Example: New Negotiated Rate: Lowered by $0.01 / kwh)

   A. Year One (30%) = $0.003 / kwh "Consultant $0.007 "Client"

   B. Year Two (20%) = $0.002 / kwh "Consultant" $0.008 "Client"

   C. Year Three (10%) = $0.001 / kwh "Consultant" $0.009 "Client"

   D. "Client" will retain 100% of all Component Savings after Year Three.

3. All obtained credits or refunds paid will be split between the parties (e.g., 50% "Consultant" & 50% "Client"). This impacts only bills and fees that were paid or obligated to the utility company prior to this contract coming into effect. (Monies that have already been paid by "Client" and recovered by "Consultant").

Optional: All optional work as defined below will be performed only by request of and with appropriate authorization from the Client .

A. Work not included within the Scope of Work will be charged at the rate of $150 per hour plus expenses with a minimum of 10 Hours.
Examples: Presentations before the State Agency (Public Utilities Commission of Texas (PUCT), State Energy Conservation Office (SECO), etc.).

B. This Agreement includes Consultant posting for the previous 2 years bills in http://TexasSchoolPost.com. If Client desires posting for years prior to this, Client can post or Consultant can provide posting with additional charges in the amount of one-half of one percent of the posted electricity, gas, and water bills.

Qualifiers:

"Consultant" will incur and pay for all expenses during the contact term of three years including transportation, airfare, car-rentals, parking, hotels, meals, shipping, postage, associate labor, printing and other office expenses, etc.

"Client" reserves the option of capping the total first-year percentage fees at $120,000 (based on $400,000 total savings to the "Client") for Yearly Budget. Savings which exceed $400,000 in year-one will be due in year-two.

Guaranteed Savings by "Consultant"

Over the term of this contract, savings and/or cost reductions obtained are guaranteed to equal or exceed five times the amount of "Consultant" Fees.

The average fee of twenty percent (20%) for the three-year term will be capped based on actual documented savings. For example, if the total savings are $300,000 for any year, the maximum fee paid by the "Client" cannot exceed $60,000 or twenty percent (20%) of those savings. The guarantee of savings to the "Client" will equal five times the payment ($60k x 5 = $300k).

This Incentive Rate (Percentage) billing method also guarantees no net initial cost or expense to the "Client". This method requires no up-front capital expense and assures that the entire scope of work will be accomplished. Additionally, there are three years of monthly bill monitoring included.

Billing will occur monthly but only after savings are achieved and proven based on percentages or actual cost reductions of identifiable billing components. It is anticipated that no charges will be made to the "Client" for approximately two months. This is estimated to take at least one month to negotiate lower cost tariffs (rates), discounts, riders, billing components, etc. before any cost savings can be applied to bills and

another month before such discounted rates, discounts, components, etc. will actually show up on a bill.

Payments cover the entire scope of work plus three years of Continuing Review which may be extended by mutual agreement.

Recap condensed version:

No bonds issues, financial commitment, or funds are needed by the "Client".

Zero net cost to BISD either in initial capital costs or committed costs.

Assurance that the total scope of work will be completed.

Assurance that monitoring services will continue for three years and may be extended.

Assurance that compliance reviews will continue for three years and may be extended.

Guaranteed savings averaging five times the amount of payments.

Term of Agreement

The effective date of this agreement begins on the date of signing as shown below. Due to the fact that most expenses will likely be incurred in the early months while most payments are made based on future savings, the expiration of the contract will occur three years from the date of the first invoice received by BISD. Terms may be extended for one-year periods. However, payment schedules must be prepared and agreed to by the parties for any and all extensions.

Applicable Law

This contract shall be governed by the laws of the County of Cameron in the State of Texas and any applicable Federal law.

Signatures

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

_____	_____
(Printed Name of BISD agent)	Robert Driggers
_____	_____
(Signature of BISD agent) (Date)	(Signature, Robert Driggers) (Date)

LIMITED POWER OF ATTORNEY
Access to Utility Records

I, _____ , on behalf of _____

do hereby appoint Energy Smart Corporation of Hot Springs, Arkansas as the true and lawful attorney-in-fact for our School District for the limited purposes listed below:

1. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, or may subsequently acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from or relating to the access to and use of the utility bills, records, maps, and all data or information related to utilities currently or proposed to be furnished to our School District.

2. I hereby grant to my attorney-in-fact full power and authority to negotiate, take, and utilize all utility bills, records, maps, and all data or information related to utilities currently or proposed to be furnished to our School District, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, and by this instrument I ratify and confirm this durable power of attorney and the rights and powers granted.

3. The rights, powers and authority of my attorney-in-fact as granted in this durable power of attorney shall commence and be in full force on the date of this instrument and such rights, powers and authority shall remain in full force and effect thereafter for a term of _____ years from the execution of this instrument.

4. This Limited Power of Attorney does NOT authorize Energy Smart Corporation to sign contracts, make obligations including monies, or in any way commit our School District. All final decisions will be made only by the District.

This instrument is to be construed and interpreted as a durable power of attorney. This durable power of attorney shall not be affected by disability of the principal, except as provided by Texas statute.

In witness, by signing this instrument I affirm all that is written above.

Dated: _____ Signed in the presence of:

_____ _____
Witness

_____ _____
Witness

Subscribed and sworn to before me on _____

_____
Notary Public, [COUNTY, STATE]

My commission expires _____

LETTER OF AUTHORIZATION FOR THE RELEASE OF ELECTRIC UTILITY INFORMATION

Date: _____

Which Electric Utility or Retail Energy Provider (REP) provides your Electricity Supply?

Cavallo	Magic Valley Electric Cooperative	Public Utilities Board of Brownsville
AEP	Sharyland	GLO of Texas

Please accept this letter as our formal request and authorization for the above referenced Electric Utility or Retail Energy Provider (REP) to release to Energy Smart Corporation, all agreements, maps, energy usage data, including kWh, KVA or KW and other related utility data at all locations for utility service provided to Brownsville Independent School District of Brownsville, TX. This information request shall not be time or scope limited except as to periods of actual service.

Authorization:
I affirm that I have the authority to make and sign this request on behalf of my School District for all school campuses and other electricity consuming locations that are associated with this request.

_____
(signature)

_____
(title)

_____
(email address)

Brownsville Independent School District

1900 Price Road – Brownsville, Texas 78521

_____
(telephone number)

PAYMENT OPTION 1

Hourly Rate ($150) plus documented expenses

Billed monthly

50% of refunds / rebates

Guaranteed savings: none

Estimated 400 hours +/-

The hourly billing method can be beneficial if the intent is to accomplish only specific well-defined project goals (e.g., negotiate with utilities for reduction of rates, operating agreements, RFPs for electric or water service, bid matrix development, evaluations, etc.)

Documented hours and expenses will be billed monthly.

ESC will equally share recovery of all refunds, rebates, and credits of monies previously billed and paid by BISD and discovered by ESC. Payment will be made only after such refunds, rebates, or credits are provided or paid to BISD.

No savings are guaranteed. An estimated time of 400 hours is anticipated but not guaranteed to cover the scope of work except for continuing review.

Pros

BISD can stop services at any time

Cons

If services are stopped, monitoring of services is stopped

If services are stopped, compliance reviews are stopped

There are NO guaranteed savings whatsoever

There is no Continuing Review (except at an additional hourly rate)

PAYMENT OPTION 2

Lump Sum Rate ($60,000)

Billed monthly (6 months) plus documented expenses

50% of refunds / rebates

Guaranteed savings: $60,000

Based on 400 hours

The Lump Sum billing method can be beneficial if the intent is to accomplish the complete scope of work excluding Bill Monitoring and Continuing Reviews.

The sum of $10,000 will be billed monthly for a term of six months plus documented expenses.

ESC will equally share recovery of all refunds, rebates, and credits of monies already billed and paid by BISD discovered by ESC. Payment will be made only after such refunds, rebates, or credits are provided or paid to BISD.

Savings exceeding $60,00 are guaranteed. In the event the total savings are less than this amount, the total payment cannot exceed the total actual savings. An estimated time of 400 hours is anticipated to cover the scope of work except for Continuing Review.

Pros

BISD is assured that the total scope of work excluding Continuing Review will be completed.

Monitoring of services will continue until the end of the six-month contracted term.

Compliance reviews will continue until the end of the six-month contracted term.

There is no net cost or expense to BISD. Savings greater than $60,000 payment is guaranteed.

Cons

There is no Bill Monitoring or Continuing Review after six months (except at an additional rate).

PAYMENT OPTION 3

Incentive Rate (Percentage)

Year 1: 30%, 2: 20%, 3: 10%

No expenses charged

50% of refunds / rebates

Guaranteed savings: 5 times payments

Monitored for 3 years

The Incentive Rate (Percentage) billing method guarantees no net initial cost or continued expense to BISD. This method requires no up-front capital expense and assures that the entire scope of work will be accomplished. Additionally, there are no charges for expenses incurred by ESC and three years of monthly bill monitoring is included.

Billing will occur monthly but only after savings are achieved and proven based on percentages or actual cost reductions of identifiable billing components. Such reductions will be calculated based on percentages of tariff or rate reductions achieved, cost reductions per kilowatt, cost reductions per kilowatt-hour, cost reductions per unit of water, cost reductions of customer service charges, and reductions of other billing components which are documented.

ESC will equally share recovery of all refunds, rebates, and credits of monies already billed and paid by BISD discovered by ESC after such refunds, rebates, or credits are paid to BISD.

Savings averaging five times the payments are guaranteed. Payments will be based on 30% of actual savings for the first year, 20% for second year, and 10% for third year. Payments cover the entire scope of work plus three years of Continuing Review which may be extended by mutual agreement.

Pros

No bonds issues, financial commitment, or funds are needed by BISD.

There is zero net cost to BISD either in initial capital costs or continued costs.

Assurance that the total scope of work will be completed.

Assurance that monitoring services will continue for three years and may be extended.

Assurance that compliance reviews will continue for three years and may be extended.

Guaranteed savings averaging five times the amount of payments.

Cons

None

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Energy Smart Corporation

Company Name

Date

Dr. René Gutiérrez
Superintendent

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

Brownsville Independent School District

Agenda Category: General Function Contracts/MOU **Board of Education Meeting:** 09/01/20

Item Title: Agreement between NWEA and Imagine Learning for the year 2 Execution of the TEA MIZ Grant.

X Action
Information
Discussion

BACKGROUND:
Brownsville ISD was granted a Blended Learning Grant (TEA MIZ Grant) by The Texas Education Agency. The grant awards up to $150,000 for Math Innovation Zones at three of BISD's schools, Aiken, Palm Grove, and Besteiro. The Blended Learning Grant is in its second year that now requires the campuses to begin implementation for the 2020-2021 school year.

The Curriculum & Instruction Department is requesting approval for the agreements with NWEA who will provide the grant evaluation and Imagine Learning for the student license agreement.

FISCAL IMPLICATIONS:
$3,950.00 (NWEA) funded through TEA MIZ Grant
$21,000.00 (Imagine Learning) funded through TEA MIZ Grant

RECOMMENDATION:
Recommend approval of agreements with NWEA and Imagine Learning for the execution of the TEA MIZ Grant for the school year 2020-2021. In the amount of $3,950.00 (NWEA) and $21,000.00 (Imagine Learning) required for and funded by TEA MIZ Grant.

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

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

Reviewed by: Miguel Salinas, *Staff Attorney*

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

Approved for Submission to Board of Education:

Dr. René Gutiérrez, *Superintendent*

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Monday, August 24, 2020 4:55 PM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: 2nd Request: NWEA Revised Subscription Agreement

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

Mrs. Celis,

I have reviewed and approve for signature.

Thanks,
Baltazar Salazar

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

On Aug 24, 2020, at 4:30 PM, Sara Celis <scelis@bisd.us> wrote:

Good afternoon Mr. Salazar,

Attached is the revised agreement for NWEA.

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.

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Agency Code: _____

CUSTOM MASTER SUBSCRIPTION AGREEMENT

This Custom Master Subscription Agreement ("Agreement") is entered into by and between NWEA, a non-profit corporation with a business address located at 121 NW Everett Street, Portland, Oregon 97209 ("NWEA") , and Brownsville Independent School District, with a business address at 1900 E. Price, Brownsville, TX, 78521 ("Subscriber") and is effective December 1, 2020 ("Effective Date").

The parties agree as follows:

1. Definitions.

1.1 Anonymized Data: means any Student Education Record rendered anonymous in such a manner that the student is no longer identifiable. For example, this includes non-identifiable student assessment data and results, and other metadata, testing response times, scores (e.g. goals, RIT), NCES codes, responses, item parameters, and item sequences that result from the Services.

1.2 Assessment System: means, to the extent included in an applicable Schedule, the following assessment, reporting, and administration systems: (i) MAP® Growth; (ii) MAP® Skills; or (iii) MAP® Reading Fluency, each a product ("Product"). Assessment System excludes Subscriber's operating environment and any other systems not within NWEA's control.

1.3 Content: means test items, including images, text, graphs, charts, and pictures.

1.4 Deidentified Data (Pseudonymized Data): means a Student Education Record processed in a manner in which the Student Education Record can no longer be attributed to a specific student without the use of additional information, provided that such additional information is kept separately using technical and organizational measures.

1.5 Documentation: means Product documentation made available to Subscriber by NWEA, which includes technical manuals, but excludes any marketing materials or brochures.

1.6 FERPA: means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time.

1.7 GRD: means the Growth Research Database used to generate longitudinal studies, alignment studies, linking studies, norming studies, and other research reports that Subscriber and other subscribers may receive.

1.8 NWEA Confidential Information: means all NWEA non-public, proprietary or confidential information, in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as confidential, including without limitation all NWEA Content, test scripts, underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Services, including updates, enhancements, modifications, and improvements.

1.9 Reporting: means Product reports, learning statements, research studies, and scoring.

1.10 Schedule: means one or more applicable order schedules or other order documents, including, upon renewal, any confirmation page generated by NWEA's online account renewal portal, which are considered incorporated into this Agreement

1.11 Security Breach: has the meaning ascribed to that term by the applicable state law, or, if not defined by state law, means actual evidence of a confirmed unauthorized acquisition of, access to, or unauthorized use of any Student Education Record(s).

1.12 Services: means the Assessment System, Content, Documentation, Product training, professional learning, Reporting, Software, GRD, and other services as described in this Agreement and set forth in an applicable Schedule.

1.13 Software: means (i) any web-based or client-server software made available to Subscriber by NWEA; (ii) a lockdown browser sublicensed through NWEA from a third party that facilitates access to the Services; (iii) NWEA software that supports client server assessments; and (iv) any other software set forth in the Supplemental Terms.

1.14 Student Education Record: means personally identifiable information of Subscriber's students as defined by FERPA and any applicable state law.

1.15 Supplemental Terms: means the Services-specific terms available at http://legal.nwea.org/supplementalterms.html which are incorporated herein by reference.

1.16 Systems Administrator: means the Subscriber-designated individual who, within the Assessment System, is authorized to: (i) modify assessment preferences for Subscriber; (ii) create and modify user profiles for roles including lead roles (i.e. data administrator, assessment coordinator); and (iii) declare testing complete for Subscriber.

2. Grant of License. NWEA grants to Subscriber a nonexclusive, nontransferable, limited license to access, use, display, and install or download a copy, as needed, of the Services solely for Subscriber's internal use. The license is effective for a period of one (1) year commencing on the date NWEA makes the Software

available to Subscriber, unless otherwise specified in an applicable Schedule. The Services extend only to the quantity indicated on an applicable Schedule. Subscriber acknowledges Product limitations on the number of test events per academic year (see Supplemental Terms).

3. Protection from Unauthorized Use or Access. Subscriber shall not: (i) copy, distribute, reproduce, resell, publish, license, create derivative works, transfer, rent, lease, or sublicense any or all of the Services; (ii) exploit for any commercial purposes any portion of the Services or permit use of the Services by anyone not employed by or under the control of Subscriber; (iii) remove any proprietary notices or labels from the Services; (iv) use the Services in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, the Services. Subscriber shall use reasonably secure measures to prevent unauthorized use (e.g., copying test items) by its end users. Further, Subscriber shall reproduce all copyright, trademark, and other proprietary notices and legends on each copy, or partial copy, of the Services. Subscriber will deactivate and remove from any equipment under its control any prior versions of the Services.

4. Ownership. The Services are owned and copyrighted by NWEA and are licensed through this Agreement to Subscriber, except certain Software is sublicensed from an NWEA supplier. All right, title, and interest in the Services and all copies, updates, enhancements, modifications, and improvements, along with all associated intellectual property rights, remain with NWEA, regardless of either: (i) the source giving rise to the intellectual property; or (ii) any modifications or adaptations made for the benefit of Subscriber. The Services, and all updates, enhancements, modifications, and improvements, are protected by United States and international intellectual property laws and treaties. Subscriber is not granted any license to use NWEA's or its suppliers' trade or service marks. Additionally, NWEA retains all right, title, and interest in its trade and service marks. Subscriber shall allow NWEA to use, without restriction or royalty obligation, any comments, suggestions, or contributions provided by Subscriber with respect to the Services. Subscriber grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions, or contributions.

5. NWEA Confidential Information. Subscriber shall not use, disclose, or distribute any NWEA Confidential Information, directly or indirectly, without the prior written consent of NWEA, except that NWEA authorizes Subscriber to disclose NWEA Confidential Information: (i) to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure; and (ii) as required by applicable federal, state, or local law, regulation, or a Legal Order. Before making any disclosure under Section 5(ii), Subscriber shall provide NWEA: (a) prompt written notice of such requirement so that NWEA may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at NWEA's cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required in this Section, the Subscriber remains subject to a Legal Order to disclose any NWEA Confidential Information, the Subscriber (or its representatives or other persons to whom such Legal Order is directed) may disclose no more than that portion of the NWEA Confidential Information which, on the advice of Subscriber's legal counsel, specifically requires the Subscriber to disclose. For any such disclosure, Subscriber shall use best efforts to obtain written assurances from the applicable court or agency that such NWEA Confidential Information will be afforded confidential treatment.

6. Student Education Records.

6.1 Privacy - Student Education Records. Subscriber shall comply with all applicable federal and state laws regarding use, access, and disclosure of Student Education Records. The foregoing obligation includes but is not limited to, Subscriber's compliance with its policies regarding parental and guardian consents required for NWEA and its contractors to provide Services to Subscriber under this Agreement. NWEA and Subscriber acknowledge that NWEA will collect, use and disclose Student Education Records consistent with the NWEA Privacy Policy – Assessment System.

6.2 Subscriber's Ownership of Student Education Records. Subscriber owns the Student Education Records.

7. FERPA. In accordance with FERPA, NWEA may maintain and use Student Education Records to perform the Services and may disclose Anonymized Data to third parties for legitimate educational research. Subscriber is responsible for any notices to parents required under FERPA and for providing parents and guardians with an opportunity to inspect and challenge the contents of a Student Education Record. If NWEA receives a request from a parent or guardian challenging the content of a Student Education Record maintained by NWEA, NWEA shall contact Subscriber to validate the identity of the parent or guardian and student and request instructions regarding corrective action to be taken, if any. Once validated, NWEA shall correct the erroneous Student Education Record as directed by Subscriber in writing.

8. GRD. Subscriber authorizes NWEA to use Student Education Records in the GRD, commencing on the Effective Date or upon the date that Subscriber used or ordered Services, whichever is earlier. NWEA and Subscriber acknowledge that the permissions and

obligations expressed in this Agreement survive the termination of this Agreement and any renewals. As described in Section 15, NWEA will maintain Student Education Records after termination of this Agreement for Services which may include, but are not limited to, Subscriber's access to Reporting and research-related Services and to validate the authenticity of data in such Reporting. If NWEA receives Subscriber's written request to opt out of participation in the GRD, NWEA will deidentify Student Education Records in the GRD. As a result of opting out of the GRD, certain research reports are unavailable to Subscriber due to the inability to accurately link student data with research data. Subscriber's written request must be sent via email to legalservices@nwea.org and include the following: (i) requestor's name, title and contact information; (ii) the name of requesting school or entity with NCES #; (iii) a request to deidentify Student Education Records in the GRD; and (iv) an attestation that requestor is duly authorized and has legal capacity to execute the request.

9. Security and Privacy Obligations.

9.1 Subscriber Responsibilities. Subscriber is solely responsible for configuring role-based access to Student Education Records within the Assessment System and for ensuring the security and availability of Subscriber's own passwords, computers, computer networks, and internet connections, including security patches, choice of browser and browser configuration settings to be used with the Assessment System, email, and other transmissions. Subscriber acknowledges that its Systems Administrator controls the access and security points of the Assessment Systems. Annually, Subscriber shall remove any inactive Systems Administrators and confirm to NWEA the names of its active Systems Administrators. The Assessment System may contain mechanical or electronic methods to prevent unauthorized use or distribution of the Services. Subscriber shall not disable or circumvent such control devices. Subscriber acknowledges that the validity and accuracy of the Reporting depends upon the accuracy and completeness of the class roster file Subscriber submits.

9.2 NWEA Responsibilities. Subject to the limitations of warranty set forth in Section 18 of the Agreement, NWEA shall implement administrative, physical, and technical safeguards to protect Student Education Records from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices to protect the confidentiality, integrity, and availability of Student Education Records. NWEA has an incident response program that specifies the actions to be taken in the event of a Security Breach. NWEA shall notify Subscriber by email or telephone in accordance with applicable state law or without unreasonable delay, whichever occurs sooner, after a Security Breach. In the event of a Security Breach, Subscriber shall cooperate fully with NWEA so that NWEA can comply with its notification obligations to the affected parent(s), legal guardian(s), eligible student(s), or any other parties for which notification by NWEA is required under applicable state law. More information regarding NWEA's information security program can be found in our MAP® Growth™ Security Whitepaper.

10. Fees and Taxes. Subscriber shall pay the fees set forth on the applicable Schedule. Subscriber is solely responsible for any personal property taxes, value added taxes, local licensing fees, or local taxes related to or resulting from NWEA's delivery of Services under this Agreement. If Subscriber is a tax-exempt entity, Subscriber shall send NWEA written evidence of such tax exemption and any other documentation as NWEA may reasonably request related to assessing taxes applicable to Subscriber. Unless otherwise required by applicable laws governing the activities of Subscriber pursuant to this Agreement, the Subscriber shall collect, withhold, or otherwise pay all taxes, charges and financial assessments charged by and due and payable to any local, regional, or national government in the country where the Subscriber is located.

11. Billing; Payment; and Orders. Subscriber shall use its best efforts to determine the number of students to be tested by Subscriber. NWEA shall send an invoice based on the applicable Schedule to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via a wire transfer. Subscriber must contact NWEA at accountsreceivable@nwea.org for wire transfer instructions. If Subscriber overestimates the number of students tested, NWEA is not obligated to refund any fees. If, however, Subscriber underestimates the number of students tested, NWEA may submit an amended invoice to capture the additional students tested, and Subscriber shall pay the variance within 30 days of the amended invoice date. Any purchase order, credit card order, or other order document with sufficient information for NWEA to process the order that is accepted by NWEA will be governed by this Agreement, provided however, the terms and conditions in any purchase order accepted by NWEA shall not be binding upon NWEA and shall not modify the terms of this Agreement.

12. Amendments and Renewals. Notwithstanding anything to the contrary, terms of any purchase orders or written authorizations issued by Subscriber or any other communications which are additional to or inconsistent with this Agreement are not binding unless NWEA expressly assents to such terms in writing. Such renewals and expansions are governed by this

Agreement (including all NWEA order forms). The conditions of payment described in Sections 10 and 11 apply to all renewals and expansions. Subscriber shall make all payments under this Agreement to NWEA.

13. Product Training. If Subscriber is new to the Services, Subscriber's teachers and staff administering the Services must, at Subscriber's cost, participate in NWEA introductory product training before testing begins (e.g. MAP Admin Workshop if Subscriber subscribes to MAP Growth or Client Server MAP). Before testing commences, Subscriber shall assign a member of its staff to coordinate the logistics of setting up the training. If Subscriber experiences staff change that affects the administration of the Services, Subscriber shall promptly notify NWEA in writing. NWEA may require Subscriber to send any new staff to introductory NWEA product training.

14. Publicity. Subscriber consents to NWEA's use of and references to Subscriber's name, directly or indirectly, in NWEA's marketing and training materials.

15. Termination and Remedies. This Agreement remains in effect until terminated in accordance with this section. Either party may terminate by providing the other party thirty (30) days written notice of its intent to terminate for convenience. NWEA may terminate immediately without prior notice to Subscriber upon Subscriber's breach of this Agreement. Upon termination for any reason, NWEA is under no obligation to refund any fees paid by Subscriber for the Services. NWEA may seek any legal or equitable remedy available against Subscriber for breach of the terms of this Agreement, including without limitation, injunctive relief and specific performance. After termination of the Agreement, NWEA shall continue to maintain Student Education Records until: (i) NWEA receives Subscriber's written request to destroy Student Education Records via email to legalservices@nwea.org that includes requestor's name, title, contact information, name of requesting school or entity with NCES #, and attestation that Subscriber is duly authorized and has legal capacity to execute the request; and (ii) NWEA confirms the information in Subscriber's written request. Thereafter, NWEA shall destroy the Student Education Records without undue delay or as otherwise required under applicable state law. Subscriber understands and agrees that if NWEA destroys Subscriber's Student Education Records, NWEA will not be able to provide such data to Subscriber after its destruction.

16. Support. NWEA will provide to Subscriber limited support, updates, enhancements, modifications, improvements, and maintenance services.

17. Scheduled Maintenance. NWEA has system maintenance periods throughout the year that affect Subscriber's use of the Services, including Subscriber's ability to (i) upload or download student and test data; (ii) access Reporting; or (iii) interact with any of NWEA's websites. NWEA provides notice of regularly scheduled maintenance at NWEA.org (https://www.nwea.org). NWEA may perform emergency maintenance at any time without notice.

18. Limited Warranty.

18.1 Performance Warranty. NWEA warrants, during the subscription period, that the Product(s), as delivered by NWEA and when used in accordance with the Documentation and the terms of this Agreement, will substantially perform in accordance with the Documentation. If any Product does not operate as warranted and Subscriber has provided written notice of the non-conformity to NWEA within thirty (30) days of discovery of such non-conformity, NWEA shall at its option (i) repair the applicable Product; (ii) replace the applicable Product with a system of substantially the same functionality; or (iii) terminate the license to the non-conforming Product and provide Subscriber a pro-rata refund representing the portion of any fees previously paid for the unused portion of the terminated license for such Product measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the Assessment System resulting from (a) use of the Assessment System in a manner not in accordance with the Documentation except as otherwise authorized in writing by NWEA; (b) modifications or enhancements to the Assessment System made by or on behalf of Subscriber except as otherwise authorized in writing by NWEA; (c) combining the Assessment System with products, software or devices not provided by NWEA; (d) improper or inadequate maintenance of Subscriber's own computers, computer networks, operating environment, security programs, and internet connections; or (e) computer hardware malfunctions, unauthorized repair, accident, or abuse.

18.2 Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 18, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE OR USE; (iii) QUALITY; (iv) PRODUCTIVENESS; OR (v) CAPACITY, OR THAT THE OPERATION OF THE SERVICES IS ERROR-FREE. EXCEPT AS PROVIDED HERE, THE ENTIRE RISK AND LIABILITY ARISING OUT OF USE OF THE SERVICES REMAINS WITH SUBSCRIBER. THERE IS NO WARRANTY FOR DATA SECURITY OR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA'S REASONABLE CONTROL; OR (b) RESULTING FROM ANY ACTION OR INACTION

OF SUBSCRIBER OR ANY THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS. NWEA CANNOT CONTROL PERFORMANCE OF THE SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA'S NETWORK OR OVER THE INTERNET, WHICH DEPEND IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET. ALTHOUGH NWEA USES COMMERCIALLY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA DOES NOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. THE REMEDIES SET FORTH IN THIS SECTION 18 ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES AND NWEA'S SOLE AND EXCLUSIVE LIABILITY REGARDING THE PRODUCTS AND SERVICES FAILURE TO PERFORM AS WARRANTED IN THIS SECTION 18.

19. Limitation of Liability. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT IS NWEA LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF NWEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NWEA'S ENTIRE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE PRODUCT IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THIS LIMITATION ALSO APPLIES TO NWEA'S DEVELOPERS AND SUPPLIERS OF THE SERVICES AND IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

20. Indemnification.

20.1 By Subscriber. Intentionally deleted.

20.2 By NWEA. If all the conditions in this section are met, NWEA shall (i) defend Subscriber against claims made by an unaffiliated third party that the Assessment System infringes its US patent, copyright, or trademark; and (ii) pay the amount of any resulting adverse final judgment against Subscriber (after any appeals) or settlement to which NWEA consents. Subscriber must notify NWEA promptly in writing of the claim. Subscriber must also give NWEA sole control over its defense and settlement. Subscriber shall provide NWEA with reasonable assistance in defending the claim. NWEA's obligations under this Section will not apply to the extent the claim (or adverse final judgment) is based on: (a) Subscriber using the Assessment System after NWEA has informed Subscriber to discontinue use due to such a claim; (b) the combination or use of the Assessment System with non-NWEA information, data, or materials except as otherwise authorized in writing by NWEA; (c) modification of the Assessment System except as otherwise authorized in writing by NWEA; (d) use of NWEA's trademark(s) without express written permission; or (e) Subscriber's acts or omissions which result in a claim under this Section. If NWEA receives information about a claim under this Section related to the Assessment System in whole or in part, NWEA may do any of the following, at its discretion and expense: (i) procure the right to continue its use; (ii) replace the infringing portion of the Assessment System with a functional equivalent; (iii) modify the infringing portion of the Assessment System to make it non-infringing (if NWEA does this, Subscriber will stop using the allegedly infringing portion of the Assessment System immediately); or (iv) terminate this Agreement. Notwithstanding anything to the contrary, NWEA's commitment under this Section is Subscriber's exclusive remedy for third-party infringement and trade secret misappropriation claims. Nothing in this section obligates NWEA to indemnify Subscriber from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable to the acts or omissions of Subscriber, its officers, employees, or agents.

21. Evaluation License. This Section 21 applies if NWEA has provided the Services (including but not limited to Assessment System, Reporting, and/or Software) to Subscriber for evaluation purposes. NWEA grants Subscriber a thirty (30) day (or as otherwise indicated by NWEA in writing) limited license to use such Services solely for the purposes of evaluation. NWEA is not obligated to provide support for the evaluation Services. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICES PROVIDED FOR EVALUATION MAY FUNCTION FOR A LIMITED

PERIOD OF TIME, HAVE LIMITED FEATURES, AND HAVE OTHER LIMITATIONS NOT CONTAINED IN A COMMERCIAL VERSION OF THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NWEA IS PROVIDING THE SERVICES "AS IS", AND NWEA DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 21 AND OTHER TERMS OF THIS AGREEMENT, THIS SECTION 21 WILL SUPERSEDE SUCH TERMS WITH RESPECT TO THE SERVICES LICENSED TO SUBSCRIBER FOR EVALUATION PURPOSES.

22. Miscellaneous.

22.1 Force Majeure. Neither party is liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial dispute, act of nature, computer-related crimes (including, but not limited to, denial of service attacks), epidemic, act or omission of a third-party vendor or supplier, equipment failure, public enemy of government, failure of telecommunications, system malfunction, or other casualty.

22.2 Waiver and Severability. Waiver of any default or breach under this Agreement by NWEA does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, the parties intend that the remainder of this Agreement nevertheless remains in full force and effect. Upon a determination that any term or provision is illegal or unenforceable, the court may modify this Agreement to affect the original intent of the parties as closely as possible.

22.3 No Third-party Beneficiaries. The parties do not intend to confer any right or remedy on any third party.

To NWEA: NWEA	To Subscriber: Brownsville Independent School District
121 NW Everett Street	1900 E. Price
Portland, OR 97209	Brownsville, TX 78521
Attn: General Counsel	Attn: [ ]
Email: legalservices@nwea.org	Email: [ ]

22.4 Survival. The following sections survive any termination of this agreement or the termination of any license granted under this agreement: 1, 3, 4, 5, 6, 7, 8, 9.1, 14, 15, 18, 19, 20.1, 22.2, 22.3, 22.4, 22.5, 22.9, 22.10, 22.11, and 22.12.

22.5 Entire Agreement; Order of Precedence. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. The terms of this Agreement apply to all order documents, including but not limited to purchase orders and credit card orders, accepted by NWEA, and this Agreement will supersede any inconsistent or different pre-printed terms of any such order document. If there is a conflict among any of the terms of this Agreement, the parties intend that it be resolved by giving precedence to Agreement documents in the following order (i.e. the earlier listing governing the later): (i) any Supplemental Terms to the extent related to Services described in an applicable Schedule; (ii) this Agreement without any Schedules or Supplemental Terms; (iii) the most recent Schedule; followed by (iv) any other Schedules in reverse chronological order.

22.6 Assignment. Subscriber may not assign this Agreement to any third party without the prior written consent of NWEA, which consent shall not be unreasonably withheld.

22.7 Binding. This Agreement binds and inures to the benefit of each party and its respective successors and approved assigns, if any.

22.8 Merger or Sale of NWEA. If either (i) NWEA and a third-party merge; or (ii) NWEA is sold to a third party, then the surviving or resulting entity shall maintain the Student Education Records in accordance with this Agreement, if the entity is subject to this Agreement.

22.9 Representation of Signatories. Each person signing this Agreement represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Agreement for its respective party.

22.10 Notices. Any notice required under this Agreement shall be in writing and effective when (i) delivered personally against receipt, (ii) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (iii) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (iv) delivered by email to an email address designated by the recipient, or (v) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this section.

22.11 Controlling Law and Venue. Unless the law of the jurisdiction where Subscriber is domiciled requires otherwise, the parties intend that this

Agreement be construed and controlled by the laws of the State of Texas, U.S.A., without giving effect to principles of conflict of laws. Notwithstanding anything to the contrary, the United Nations Convention on Contracts for the International Sale of Goods, Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to this Agreement. Any litigation arising out of this Agreement must be conducted in courts located in Cameron County, Texas.

22.12 Attorney Fees. If any lawsuit is instituted to interpret, enforce, or rescind this Agreement, the prevailing party on a claim may recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses incurred in connection with the lawsuit, the collection of any award, or the enforcement of any order as determined by a judge.

22.13 Counterparts. The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

22.14 Vendor Status and Independent Contractor. NWEA provides Services within its normal business operations and operates in a competitive environment. The Services constitute a vendor relationship, as defined by OMB Circular A-133 and, therefore, any monies to pay for this Agreement are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees are Subscriber's employees. Nothing contained in this Agreement creates or implies an agency relationship, joint venture, or partnership between the parties.

22.15 UK Bribery Act. Each party agrees to comply with the UK Bribery Act. Subscriber acknowledges and agrees that Subscriber has not received, requested, been offered, agreed, paid or promised, any offer, promise or gift of any financial or other advantage from and to any person that would constitute a violation under the UK Bribery Act, or which would have influenced or secured any business or other advantage to NWEA.

Agreed by:

NWEA:

By: _____
Geri Cohen, CFO & EVP, Corporate Services

Date: _____

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT:

_____

By: _____

Printed Name: _____

Title: _____

Date: _____

Brownsville Independent School District

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

Dr. René Gutiérrez
Superintendent

Item Description:

Agreement between NWEA and
Brownsville ISD for the year 2
execution of the TEA MIZ Grant

_____
Dr. René Gutiérrez
Superintendent

_____
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.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Tuesday, August 04, 2020 11:40 AM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: Imagine Learning Purchase Contract & NWEA Subscription Agreement

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 the Purchase Contract for Image Learning for signature.

I do not approve the NWEA Subscription Agreement. Specifically, paragraph 21.1 on Indemnification has to be **omitted** and paragraph 23.11 on Controlling Law and Venue has to read **"Texas law will control any disputes and venue shall be mandatory in Cameron County, Texas."**

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 Tuesday, August 4, 2020, 09:25:05 AM CDT, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

The attached are pending your review and approval.

Brownsville Independent School District

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

Dr. René Gutiérrez
Superintendent

Item Description:

Agreement between Imagine Learning and Brownsville ISD for the year 2 execution of the TEA MIZ Grant

_____
Dr. René Gutiérrez
Superintendent

_____
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.

Purchase Contract

Agreement Terms:
This purchase contract ("**Agreement**") documents a purchase made by Brownsville ISD (TX) ("**Customer**") from Imagine Learning, Inc. ("**Company**"). In exchange for the consideration described on #147163 (a copy of which is attached hereto as "**Exhibit A**"), and subject to the terms (including product information, license numbers, payment amounts, payment deadlines, and rates for future years if applicable) listed thereon, Company will provide Customer access to the named education software products.

This Agreement may be revoked by Company if the conditions (such as deadlines for signature of this Agreement, deadlines for Company's receipt of a Customer-approved purchase order, etc.) outlined on **Exhibit A** are not met.

Onobarding, Implementation, Training, and Support information:

Onboarding. Once we receive your purchase contract, one of our Customer Experience Specialists will contact you to being the onboarding process..

Implementation and Training Services. Customer's purchase of Company's software product(s) includes implementation and virtual training services. Any additional onsite training or professional development will be noted on **Exhibit A**.

Support and Upgrades. As part of Customer's purchase of licensed software under the Agreement, Company will, throughout the term of the Agreement, provide the following:

1. Imagine Learning Customer Care is available by telephone at 1-866-ILSUPPORT (1-866-457-8776) Monday through Friday, 6:00 a.m.–6:00 p.m. MST or by email at: support@imaginelearning.com.
2. Calls to Imagine Learning Customer Care by teachers, administrators, technicians, etc., are answered by a live support agent and handled immediately.
3. Other communications to the support team, including emails and after-hour messages, are answered within one business day.
4. Support services and upgrades are included at no additional charge for the duration of the contract's license term.
5. Company will provide updates to the licensed software product(s) on a regular basis; Customer will be notified regularly of new content and will receive newly developed content for the licensed product(s) when available.

ACCEPTED AND AGREED:

	Brownsville ISD (TX)		Imagine Learning, Inc.
By:		By:	
Print:		Print:	J. Brent Taylor
Title:		Title:	Vice President, Finance
Date:		Date:	08/21/2020

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.
For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email:
privacy@imaginelearning.com.

Exhibit A

Bill To	Ship To
Brownsville ISD Migrant Dept 708 Palm Blvd Room #103 Brownsville TX 78520	Brownsville ISD 708 Palm Blvd Suite 210 Brownsville TX 78520

	147163
Date	7/17/2020
Valid Until	8/31/2020
Partnership Manager	Jesse Sanchez

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at 915-603-2013 or Jesse.Sanchez@imaginelearning.com.

Quantity	Item	Unit Price	Amount
3	Imagine Math Site License All students enrolled have an Imagine Math license for one year from date of purchase. Valid 08/01/2020 - 08/01/2021 2 Site Licenses Valid at Elementary Schools 1 Site License Valid at Middle School	$10,000.00	$30,000.00
	Discount		($9,000.00)
	1 Year contract summary Payment for $21,000 with purchase order due 08/31/2020 and payment due 09/30/2020 if TEA does not release funds to Brownsville ISD they will not be charged for the months of August and September at which point we will stop services.		

Include the quote number (#147163) and Accounts Payable email on all Purchase Orders.
Please fax, email or mail to:

Fax: (866) 507-9270
Email: PO@imaginelearning.com
Mail: Imagine Learning, Inc.
382 W. Park Circle, Ste 100
Provo, UT 84604

Subtotal	$21,000.00
Tax Total	$0.00
Total	$21,000.00

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.
For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email: privacy@imaginelearning.com.

Exhibit B: Customer Onboarding

Thank you for considering Imagine Learning as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to you. Once we receive your purchase order or purchase contract, one of our Customer Experience Specialists will contact you to begin the onboarding process. In order to ensure a successful and speedy implementation, please have the following information available for your Customer Experience Specialist:

1. Schools where the licenses will be utilized and approximate number of students using licenses at each school.
2. Target launch date, what is the desired start date for training and/or student access.
3. Rostering contact information
4. Rostering method

Learn more about System Requirements and how to make the best rostering decision for your school or district on our Help Center.

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