Brownsville Independent School District

Board of Trustees

Regular Board Meeting
August 4, 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 August 4, 2020** with any corrections/deletions.
VI. **Superintendent's Report: * SB1566**

A. **Conference Presentations:**

1. Presentation of amendment to Local Policy regarding Annual Athletic Physicals. 11
2. Employee Handbook for the 2020-2021 School Year. 15
3. Reporting of Fees Paid to Purchasing Cooperatives, which includes Membership, Management, and Transaction Fees for Fiscal Year 2019-2020 220
4. Brownsville Independent School District Financial Report for the period ended July 31, 2020. 223
5. Quarterly Investment Report for the period ended June 30, 2020. 259

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. **Conference Presentation(s)**

1. Discussion reference making changes to policy concerning role of officers and committee structure and setting up agendas. TASB is currently doing a policy review and can be used to provide information to the board as to how other districts' boards 271

operate in order to build consensus. (Board Member Request - Philip Cowen/Board Support Laura Perez Reyes)

X. **Consent Agenda:**

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

1. Recommend approval of the revised Teacher Salary increases and the 2020-2021 Employee Compensation Plan.

2. Recommend approval to submit a Waiver from the Annual Financial Report November 27th due date requirements for the 2019-2020 fiscal year due to COVID-19 — 274

3. Recommend the approval of the Synchronous Attestation required by the Texas Education Agency. * — 276

4. Recommend the approval of the waiver to request for 40% campus hybrid instruction for grades 9-12. * — 279

5. Recommend approval to authorize the Superintendent to submit to TEA a Board approved waiver request to extend up to four additional weeks the transition window to continue restricting access to on-campus instruction beyond the first four weeks of the 2020-2021 instructional calendar. * — 281

6. Consideration and possible approval of an order authorizing the issuance of Brownsville Independent School District unlimited Tax Refunding Bonds in one or more series as Taxable and/or Tax Exempt Bonds, setting certain parameters for the Bonds, authorizing a pricing officer to approve the amount, the interest rate price, including the terms thereof and certain other procedures and provisions related thereto. — 283

7. Recommend approval of Resolution No. 001/20-21 for the Brownsville Independent School District to participate in described purchasing programs of The Omnia Partners/National IPA for the 2020-2021 school year. — 317

8. Recommend approval of Resolution No. 002/20-21 for the Brownsville Independent School District to participate in described purchasing programs of The Local Government Purchasing Cooperative (TASB) for the 2020-2021 school year. — 320

9. Recommend approval of Resolution No. 003/20-21 for the Brownsville Independent School District to participate in described purchasing programs of the Texas Comptroller of Public Accounts for the 2020-2021 school year. — 323

10. Recommend approval of Resolution No. 004/20-21 for the Brownsville Independent School District to participate in described purchasing programs of the Houston-Galveston Area Council Cooperative Purchasing Programs for the 2020-2021 school year. — 326

11. Recommend approval of Resolution No. 005/20-21 for the Brownsville Independent School District to participate in the U.S. Communities purchasing programs for the 2020-2021 school year. — 329

12. Recommend approval of Resolution No. 006/20-21 for the Brownsville Independent School District to participate in described purchasing programs of the Region One-Purchasing Cooperative for the 2020-2021 school year. — 332

13. Recommend approval of Resolution No. 007/20-21 for the Brownsville — 335

Independent School District to participate in the Region One Education Service Center, Edinburg, Texas, Library Services and Instructional Resources Cooperative for the 2020-2021 school year, services to be rendered subject to the District's needs and funding.

14. Recommend approval of Resolution No. 008/20-21 for the Brownsville Independent School District Food and Nutrition Service Department to participate in the purchasing programs through Region One Education Service Center Child Nutrition Program-South Texas Cooperative during the 2020-2021 school year. 340

15. Recommend approval of Resolution No. 009/20-21 for the Brownsville Independent School District to participate in described purchasing program of the Region VIII Education Service Center (ESC8) (TIPS) for the 2020-2021 school year. 343

16. Recommend approval of Resolution No. 010/20-21 for the Brownsville Independent School District to participate in the Harris County Department of Education Cooperative programs for the 2020-2021 school year. 346

17. Recommend approval of Resolution No. 012/20-21 for the Brownsville Independent School District to participate in the Region XI Education Service Center, Fort Worth, Texas, Technology Resources Education Consortium (TREC), for the 2020-2021 school year, services to be rendered subject to the District's needs and funding. 348

18. Recommend approval of Resolution No. 013/20-21 for the Brownsville Independent School District to participate in the TASB Energy Cooperative purchasing program for the 2020-2021 school year. 352

19. Recommend approval of Resolution No. 014/20-21 for the Brownsville Independent School District to participate in the National Join Powers Alliance purchasing program for the 2020-2021 school year. 355

20. Recommend approval of Resolution No. 015/20-21 for the Brownsville Independent School District to participate in the Education Service Center Region 19 (ESC19) purchasing program for the 2020-2021 school year. 358

21. Recommend approval of Resolution No. 016/20-21 for the Brownsville Independent School District to participate in described purchasing programs of the Education Service Center, Region 20 and the Pace Purchasing Cooperative for the 2020-2021 school year. 361

22. Recommend the revision of the Acquisition of Chromebooks 11 3100 2-in-1 for Distance Learning for Student Use District-wide/Phase II and to approve the purchase of 6,000 iPads, 4,000 Laptops, and 20,000 Hot Spots, from various vendors. Chromebooks will be purchased, on an as needed basis. Total estimated purchase amount of $8,433,100.00. 364

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

1. Recommend approval of Payment #1 for $16,800.00 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. 369

2. Recommend approval of Payment #1 for $18,000.00 as final payment to M Garcia 375

Engineering for Engineering Services work completed on the BISD Sams Memorial Stadium Project to be paid from Tax Rate Increase Fund 188.
3. Recommend approval of Payment #8 for $12,226.15 as partial payment to Gomez Mendez Saenz Architects for Architectural Services work completed on the Hanna ECHS New Gymnasium Facility Project to be paid from Tax Rate Increase Fund 188. 380

4. Recommend approval of Payment #10 for $1,042,572.79 as partial payment to Gerlach Builders, LLC dba WIL-CON for Construction Services work completed on the Hanna ECHS New Gymnasium Facility Project to be paid from Tax Rate Increase Fund 188. 383
5. Recommend approval of Payment #1 for $8,437.50 as partial payment to Ethos Engineering for Engineering Services work completed on the Records Dept Shredder Ventilating System Project to be paid from Maintenance Tax Note Fund 189. 398
6. Recommend approval of Payment #1 for $57,333.66 as Partial payment to Ethos Engineering for Engineering Services work completed on the Lopez, Pace ECHS, and Stillman MS- Design-Build HVAC & Controls CX Phase III Project to be paid from Maintenance Tax Note Fund 189. 401
7. Recommend approval of Payment #2 for $81,472.05 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. 404
8. Recommend approval of Payment #4 for $38,032.81 as Partial payment to ZIWA Corporation for Construction Services work completed on the Food Nutrition Services Roof Repair Project to be paid from Maintenance Tax Note Fund 189. 408
9. Recommend approval of Payment #4 for $38,451.25 as partial payment to ARGIO Roofing & Construction, LLC for Construction Services work completed on the Multi-Campus Roof Replacement Phase I Project to be paid from Maintenance Tax Note Fund 189. 413
10. Recommend approval of Payment #4 for $145,023.48 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. 426
11. Recommend approval of Payment #5 for $80,671.65 as Partial payment to ZIWA Corporation for Construction Services work completed on the Food Nutrition Services Roof Repair Project to be paid from Maintenance Tax Note Fund 189. 433
12. Recommend approval of Payment #5 for $110,399.64 as partial payment to ARGIO Roofing & Construction, LLC for Construction Services work completed on the Multi-Campus Roof Replacement Phase I Project to be paid from Maintenance Tax Note Fund 189. 438
13. Recommend approval of Payment #6 for $567,877.81 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 189 451
14. Recommend approval of Payment #7 for $63,677.07 as partial payment to 458

American Contracting USA, Inc. for Construction Services work completed on the Multi-Campus Roof Replacement Phase II Project to be paid from Maintenance Tax Note Fund 189.

15. Recommend approval of Payment #9 for $570.00, as partial payment to Central Air & Heating Services, Inc. (CAHS, Inc.) for Construction Services work completed on the Margaret M. Clark Aquatic Center – HVAC & Controls Replacement Project to be paid from Maintenance Tax Note Fund 189. 466

16. Recommend approval of Payments #15 for a total of $2,228.10 as partial payment to Armko Industries, Inc. for Architectural Services work completed on the Multi-Campus Roof Replacement Phase II Project to be paid from Maintenance Tax Note Fund 189. 470

17. Recommend approval of Payment #16 for $6,512.36 as partial payment to Armko Industries, Inc. for Architectural Services work completed on the Multi-Campus Roof Replacement Phase I Project to be paid from Maintenance Tax Note Fund 189. 474

18. Recommend approval of Payment #2 for $3,525.00 as final payment to M Garcia Engineering for Engineering Services work completed on the Lucio MS Four Lane Track Project to be paid from Tax Ratification Election Fund 197. 478

19. Recommend approval of Payment #3 for $128,915.00 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. 482

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

1. Recommend approval of Budget Amendment #002 in the amount of $795,423.00 for Fund 101 – Food & Nutrition Services. (Carryover Purchase Order Budget) 489

2. Recommend approval of Budget Amendment #003 in the amount of $86,116.00 for Fund 162 – State Compensatory. (Carryover Purchase Order Budget) 491

3. Recommend approval of Budget Amendment #004 in the amount of $104,523.00 for Fund 163 – State Bilingual. (Carryover Purchase Order Budget) 493

4. Recommend approval of Budget Amendment #005 in the amount of $616,848.00 for Fund 164 – State Vocational. (Carryover Purchase Order Budget) 495

5. Recommend approval of Budget Amendment #006 in the amount of $291,210.00 for Fund 165 – Athletics. (Carryover Purchase Order Budget) 497

6. Recommend approval of Budget Amendment #007 in the amount of $603,418.00 for Fund 166 – State Special Education. (Carryover Purchase Order Budget) 499

7. Recommend approval of Budget Amendment #008 in the amount of $6,850,335.00 for Fund 188 – Tax Rate Increase. (Carryover Purchase Order Budget) 501

8. Recommend approval of Budget Amendment #009 in the amount of $6,505,998.00 for Fund 189 – Maintenance Tax Notes 2017. (Carryover Purchase Order Budget) 505

9. Recommend approval of Budget Amendment #010 in the amount of $1,428,480.00 for Fund 197 – Projects. (Carryover Purchase Order Budget) 508

10. Recommend approval of Budget Amendment #011 in the amount of $2,059,749.00 for Fund 199 – Local Maintenance. (Carryover Purchase Order Budget) 510

11. Recommend approval of Budget Amendment #012 in the amount of $41,574,960.00 for Local Funds. (Carryover Budget of $40,574,960.00 and New 516

Funding of $1,000,000.00)

12. Recommend approval of Budget Amendment #013 in the amount of $10,000,000.00 for the purchase of COVID-19 expenditures from Local Funds. (Fund Balance) 518

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

1. Recommend the approval of Memorandum of Understanding and Partnership agreement between Region 10 Education Service Center Educational Diagnostician Program and Brownsville I.S.D. * 519

2. Recommend approval to amend agreement with Texas Department of Public Safety for release of applicant(s) and/or employee(s) driving records at no cost to the District. * 526

3. Recommend approval to enter into Inter-Local Cooperation Agreement and Memorandum of Understanding between the Cameron County Juvenile Justice Alternative Education Program and the Brownsville Independent School District for 2020-2021 School Year. A total estimated fiscal implication not to exceed $50,000.00 for the 2020-2021 school year is anticipated. * 540

4. Recommend approval to renew the Memorandum of Understanding between Cameron County Juvenile Justice Department and the Brownsville Independent School District for the 2020-2021 school year based on need and district funding availability for all six Early College High Schools and one Alternative Education Program in the amount of $140,000.00 from State Compensatory Education (162). * 584

5. Recommend approval to enter into a Memorandum of Understanding (MOU) with the University of Texas at Austin, The Language Learners at University of Austin's Center for Hispanic Achievement (LUCHA) Program online courses, in the amount of $75,000.00 for the 2020-2021 school year. Services to be rendered to the district's needs and funding. * 610

6. Recommend the Approval of Memorandum of Understanding and Partnership Agreement Between UTRGV College of Education and P-16 Integration Educator Preparation and Accountability and, Brownsville I.S.D. at no cost to the District * 621

7. Recommend approval for the Food and Nutrition Services (FNS) Department to enter into a five-year partnership agreement with Form Plastics to purchase food packing supplies and Form Plastics will provide packing equipment at no cost to the District. 633

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

1. Recommend approval to exercise the option to renew Bid #18-091 Disposal of Hazardous and Non-Hazardous Waste district-wide to several vendors for an additional one year term to expire in August, 2021. (Annual Bid)

2. Recommend awarding Bid #20-018 Recycling Services District-wide (Reverse Bid) to Redfish Recycling (Mark Industries of Texas) of Brownsville, Texas. (Annual Bid)

3. Recommend awarding Bid #20-019 Athletic Supplies for Football, Volleyball and Girls/Boys Basketball District-wide (Catalog Bid) to several vendors. (Annual Bid)

4. Recommend awarding Bid #20-020 Athletic Supplies for Cross-Country, Soccer and Track District-wide (Catalog Bid) to several vendors. (Annual Bid)

5. Recommend awarding Bid #20-021 Athletic Supplies for Baseball and Softball District-wide (Catalog Bid) to several vendors. (Annual Bid)
6. Recommend awarding Bid #20-022 Athletic Supplies for Golf, Swimming and Tennis District-wide (Catalog Bid) to several vendors. (Annual Bid)
7. Recommend awarding Bid #20-023 Student Uniforms for Career and Technical Education Program district-wide to several vendors. (Annual Bid)
8. Recommend awarding Bid #20-050 Curriculum and Instruction Supplies, Materials and Software District-wide to several vendors. (Annual Bid)
9. Recommend awarding Bid #20-051 Audio Visual Equipment District-wide to several vendors. (Annual Bid)
10. Recommend awarding Bid #20-052 Office Supplies, Equipment and Accessories District-wide to several vendors. (Annual Bid)
11. Recommend awarding Bid #20-053 Repair Parts for Kitchen Equipment and Walk-In Freezer for FNS District-wide to two vendors. (Annual Bid)
12. Recommend awarding Bid #20-054 Chess Materials, Supplies, Software, and Training Services District-wide to several vendors. (Annual Bid)
13. Recommend awarding Bid #20-056 Police/Security Uniforms, Supplies, Materials and Equipment District-wide to several vendors. (Annual Bid)
14. Recommend approval to exercise the option to renew Bid #20-064 Electrical Repair on Pumps, Motor Tools, Lift Stations and Generators district-wide to several vendors for an additional one year term to expire in August, 2021. (Annual Bid)
15. Recommend approval to exercise the option to renew Bid #20-065 Fire Extinguisher Materials and Fire Suppressant System district-wide to several vendors for an additional one year term to expire in August, 2021. (Annual Bid)
16. Recommend approval to exercise the option to renew Bid #20-069 Asbestos and Mold Abatement Contractor Services district-wide to several vendors for an additional one year term to expire in August, 2021. (Annual Bid)
17. Recommend approval to exercise the option to renew Bid #20-071 Electrical Contractor Services district-wide to several vendors for an additional one year term to expire in August, 2021. (Annual Bid)
18. Recommend approval to extend Bid #20-072 Paint Supplies District-wide to several vendors for three (3) months to expire in November, 2020. (Annual Bid)
19. Recommend approval to extend Bid #20-082 Commercial Overhead Door and Shutter District-wide to several vendors for three (3) months to expire in November, 2020. (Annual Bid)
20. Recommend awarding Bid #20-084 Parts/Repair Services for Ground and Heavy Maintenance Equipment District-wide to several vendors. (Annual Bid)
21. Recommend awarding Bid #R20-089 Door Repair/Replacement District-wide to several vendors. (Annual Bid)
22. Recommend awarding Bid #20-090 Plumbing Services District-wide to several vendors. (Annual Bid)
23. Recommend awarding Bid #20-095 Fencing Services, Supplies & Materials District-wide to several vendors. (Annual Bid)
24. Recommend awarding Bid #20-099 Construction Supplies and Materials District-wide to

Martinez Hauling, Brownsville, Texas. (Annual Bid)
25. Recommend awarding Bid #20-100 Portable Building Relocation and Related Services District-wide to Betancourt bros house movers leveling. (Annual Bid)
26. Recommend awarding Bid #20-104 Intercom Repair Services, Supplies and Materials District-wide to several vendors and cast lots for items #5, #10, #17, and #41 of said bid. (Annual Bid)
27. Recommend awarding Bid #21-003 Achievements Awards and Incentives District-wide to several vendors and cast lots for items #7 and #14 of said bid. (Annual Bid)
28. Recommend awarding Bid #21-005 Training Room Supplies and Equipment District-wide to several vendors. (Annual Bid)
29. Recommend awarding Bid #021-032 Live Organisms for the Elementary Science Program District-wide to several vendors. (Annual Bid)
30. Recommend awarding Bid #21-036 for Guidance and Counseling Program Supplies/Materials District-wide to several vendors. (Annual Proposal)
31. Recommend awarding Bid #21-055 Janitorial Supplies, Paper, and Plastic Products for Food and Nutrition Services to several vendors and cast lots for item #16 of said bid. (Annual Bid)
32. Recommend awarding Bid #21-061 Air Conditioning Filters and Frames District-wide to several vendors. (Annual Bid)
33. Recommend awarding Bid #21-062 Motor Oil and Automotive Fluids District-wide to several vendors. (Annual Bid)
34. Recommend awarding Bid #21-063 Preventive Maintenance and Repair for School Buses and Vehicles Fleet District-wide to several vendors and cast lots for items #1 and #36 of said bid. (Annual bid)
35. Recommend awarding Bid #21-066 Concrete Supplies and Materials District-wide to several vendors. (Annual Bid)
36. Recommend awarding Bid #21-068 Fumigation/Extermination and Herbicide Services and Materials District-wide to Big M Pest Control, of Ingleside, Texas. (Annual Bid)
37. Recommend awarding Bid #21-070 Electrical Supplies and Materials District-wide to several vendors. (Annual Bid)
38. Recommend awarding Bid #21-087 Repair Parts for School Buses and Support Vehicles to several vendors and cast lots for item #13 and #20 of said bid. (Annual bid)
39. Recommend awarding RFP #20-001 General Merchandise District-wide to several vendors for three (3) months to expire in November, 2020. (Annual Proposal)
40. Recommend awarding RFP #20-002 Groceries and Supplies District-wide to several vendors for three (3) months to expire in November, 2020. (Annual Proposal)
41. Recommend awarding RFP #20-025 Consultant/presenter Services and Training District-wide to several vendors for three (3) months to expire in November, 2020. (Annual Proposal)
42. Recommend awarding RFP #21-041 Groceries, Food Items, Catering, and Miscellaneous Items for Food and Nutrition Services Department to several vendors (Annual Proposal)
43. Recommend renewal for CSP #19-057 Secondary Level Certification – Instruction for Basic Fire Suppression Program with the International Academy of Emergency Medical Technology (IAEMT), beginning August 2020 and ending June 2021 in the amount not to exceed $299,984.00. Services will be rendered based on the needs and services to the district.

44. Recommend approval to award CSP #20-006 Basic Education Certification Program for EMT , for the 2020-2021 school year, to International Academy of Emergency Medical Technology, Brownsville, Texas, in the amount not to exceed $133,652.00. Services will be rendered based on the needs of the district. The CSP #20-006 proposal is for a three (3) year term with an option to renew for two (2) additional, oye (1) year terms. (Annual Proposal)

45. Recommend awarding CSP #20-024 High School Marching Band Services District-wide to several vendors for three (3) months to expire in November, 2020. (Annual Proposal)

46. Recommend approval to exercise the option to renew CSP #20-111 Third Party Administration (TPA) and Excess Insurance for Self-Funded Worker Compensation to Tristar Risk Management Service, Corpus Christi, Texas, for an additional one year term to expire in August 2021 in the amount not to exceed $240,000.00 for administrative fees & Excess Insurance to Montalvo Insurance Agency/Star Insurance Company in the amount not to exceed $119,282.00 for the 2020-2021 Plan Year. Administration is also recommending to not renew the loss control services as part of this contract for the 2020-2021 Plan Year.

47. Recommend approving Competitive Sealed Proposal #21-113 Parking Lot Expansion at Canales Elementary construction Services Contract for R. Pizana Paving Brownsville, TX in the amount not to exceed $193,000.00 to be paid from Maintenance Tax Note 189.

48. Recommend approving Competitive Sealed Proposal #21-114 Canales Elementary Roof Repairs Construction Services Contract for ARGIO Roofing & Construction L.L.C. Rio Hondo, TX in the amount not to exceed $907,000.00 to be paid from Maintenance Tax Note 189.

49. Recommend approval of CSP #21-115 Lopez ECHS – Roof Replacement Phase I Project to Rio Roofing, Inc. of Harlingen, Texas in the amount not to exceed $2,535,000.00, to authorize the Administration to enter into negotiations, and to execute the contract. Funding to be paid from Maintenance Tax Note Fund 189.

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. (3)
2. Presentation, acceptance and approval of Resignations. (12)
3. Recommend approval of qualified Administrators as Texas Teacher Evaluation Support System - T-TESS - Appraisers for the 2020-2021 Fiscal School Year
4. Recommend approval to adjust the working days of a campus professional employee (R.G.) for the 2020-2021 Fiscal School Year.
5. Recommend approval to adjust the working days of a campus professional employee (F.M.) for the 2020-2021 Fiscal School Year.
6. Recommend approval to adjust the working days of a campus professional employee (N.V.) for the 2019-2020 Fiscal School Year.
7. Recommend approval of term-chapter 21 contractual personnel for the 2020-2021 school year–Principal for Breeden Elementary. Subject to receipt of all outstanding documentation.
8. Board Self-Evaluation.
9. Personnel Update with Superintendent (Dr. René Gutiérrez).
10. Legal Update with Board Counsel (Baltazar Salazar).

B. **ATTORNEY CONSULTATION**

1. **Staff Attorney**

a. Discussion, consideration, and possible action regarding Martha Chavez, a/n/f, J.C. v. Brownsville Independent School District, et al.

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, September 1, 2020.

XIV. **Adjournment.**

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 08/04/2020

Item Title: Amendment to Local Policy regarding annual athletic physicals

	Action
X	Information
	Discussion

BACKGROUND:

On May 18, 2020, the University Interscholastic League (UIL) published approved amendments to the UIL *Constitution and Contest Rules*, Sections 1105, 1205 and 1478, adjusting requirements related to preparticipation physical examinations for the 2020-21 school year for the purposes of supporting social distancing and assisting with the workload of the medical professionals on the frontlines of the COVID-19 pandemic.

However, some districts' policies require an *annual* preparticipation physical examination for designated UIL programs or other district extracurricular programs authorized by the superintendent. The attached resolution may be used by districts that have established annual preparticipation physical examination requirements in FFAA(LOCAL) and that wish to align their practices with the revised UIL *Constitution and Contest Rules* for the 2020-21 school year.

Gilbert D Leal
Submitted by: Principal/Program Adm.

Jimmy Haynes
Jimmy Haynes Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
7/29/2020

Approved for Submission to Board of Education:

David Robledo

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Policy Service
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policy.service@tasb.org • policy.tasb.org

UIL and Other Extracurricular Programs: Preparticipation Physical Examinations

May 22, 2020

On May 18, 2020, the University Interscholastic League (UIL) published approved amendments to the UIL *Constitution and Contest Rules*, Sections 1105, 1205, and 1478, adjusting requirements related to preparticipation physical examinations for the 2020–21 school year for the purposes of supporting social distancing and assisting with the workload of the medical professionals on the frontlines of the COVID-19 pandemic.

Preparticipation physical examinations for UIL programs and other district extracurricular programs identified by the superintendent are addressed in FFAA(LOCAL).

Most districts' policies indicate that preparticipation physical examinations are required in accordance with the UIL schedule and do not need to be changed to align with the revised UIL *Constitution and Contest Rules* for the 2020–21 school year.

However, some districts' policies require an *annual* preparticipation physical examination for designated UIL programs or other district extracurricular programs authorized by the superintendent. The attached resolution may be used by districts that have established annual preparticipation physical examination requirements in FFAA(LOCAL) and that wish to align their practices with the revised UIL *Constitution and Contest Rules* for the 2020–21 school year.

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

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TASB Policy Service

Policy Service
P.O. Box 400, Austin, Texas 78767-0400 • 512.467.0222 • 800.580.7529
policy.service@tasb.org • **policy.tasb.org**

Resolution of the Board Regarding Policy FFAA(LOCAL), Physical Examinations

WHEREAS, the University Interscholastic League (UIL) *Constitution and Contest Rules* are the official rules that govern all UIL-sponsored activities;

WHEREAS, on May 18, 2020, the UIL published approved amendments to the UIL *Constitution and Contest Rules*, Sections 1105, 1205, and 1478, adjusting requirements related to preparticipation physical examinations for the 2020–21 school year for the purposes of supporting social distancing and assisting with the workload of the medical professionals on the frontlines of the COVID-19 pandemic;

WHEREAS, Texas Education Code 11.151 gives the Board of Trustees the exclusive power and duty to govern and oversee the management of the public schools of the District; and

WHEREAS, the Board finds that a need exists to temporarily adjust local policy provisions requiring annual preparticipation physical examinations for the purposes of aligning practices with the revised UIL *Constitution and Contest Rules*.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of _____ School District makes the following temporary adjustments to policy FFAA(LOCAL), Physical Examinations:

- Prior to participating in a designated UIL program or other District extracurricular program identified by the Superintendent, a student shall undergo a physical examination in accordance with the required schedule established by the UIL, including the approved amendments to the UIL *Constitution and Contest Rules*, Sections 1105, 1205, and 1478.
- For the 2020–21 school year, the District suspends its locally established requirement in FFAA(LOCAL) for annual physical examinations.

The authority granted by this resolution to adjust FFAA(LOCAL) shall only apply for the 2020–21 school year unless the Board takes further action.

Adopted this _____ (*date*) day of _____ (*month*), _____ (*year*), by the Board of Trustees.

_____
Presiding Officer

_____
Secretary

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

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TASB Policy Service

Tuberculosis Screening

All students entering District schools for the first time in any grade shall provide evidence of having received a tuberculosis screening.

Any student who withdraws from the District for more than three weeks and subsequently resides in a foreign country shall be required to take a tuberculosis screening prior to reenrolling. Results of the tuberculosis screen shall be forwarded to the District's health services department. A tuberculosis screening is not a vaccine.

Required Medical Clearance

Prior to participating in a designated University Interscholastic League (UIL) program or other District extracurricular program identified by the Superintendent, a student shall undergo a physical examination annually and shall submit a statement from an authorized health-care provider indicating that the student has been examined and medically cleared to participate in the program.

Additional Screening

The District may provide additional screening as District and community resources permit.

Referrals

Parents of students identified through any screening programs as needing treatment or further examination shall be advised of the need and referred to appropriate health agencies.

Notice of Lice

A school nurse or administrator who discovers or becomes aware that a child enrolled in a District elementary school has lice shall provide written or electronic notice to parents within the time frames prescribed in law.

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 08/04/20

Item Title: Employee Handbook for the 2020-2021 School Year

	Action
X	Information
	Discussion

BACKGROUND:

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

Attached is a copy of the 2019-2020 Employee Handbook.

Maricela Franco

Maricela Franco
Submitted by: Principal/Program Adm.

Approved for Submission to Board of Education:

Carmelita Rodriguez

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

Rene Gutierrez

Dr. René Gutiérrez, Superintendent

A Treviño

Dr. Anysia Treviño
Approved by: Deputy Superintendent

When Necessary, Additional Background May Follow This.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

EMPLOYEE HANDBOOK

2020- 2021

EMPLOYEE HANDBOOK

ACKNOWLEDGEMENT FORM
2020 - 2021

Employee Status
□ Full-Time
□ Part-Time

Dr. René Gutiérrez
Superintendent of Schools

EMPLOYEE NAME (LEGAL NAME**)**

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

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

I hereby acknowledge my responsibility to the following information:

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

.

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

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

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

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

EMPLOYEE SIGNATURE	**DATE**

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

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

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

Employee Handbook

BOARD OF TRUSTEES

Board President

Minerva Peña

Vice President

Drue Brown

Board Secretary

Dr. Prisci Roca Tipton

Assistant Board Secretary

Philip T. Cowen

Members:

Dr. Sylvia P. Atkinson

Eddie Garcia

Laura Perez-Reyes

Superintendent of Schools

Dr. René Gutiérrez

Disclaimer

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

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

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

Topic	Board Book Page Number	Description of Changes
CHAPTER 1		
General Information		***Added*** *Suggestions for additions and improvements to this handbook are welcome and may be sent to the Human Resources Department.*
The District		***Deleted 43,000*** ***Added 42,000***
Board of Trustees		***Deleted*** *two (Recommended by TASB)* ***Added*** *one (Recommended by TASB)*
CHAPTER 2		
Equal Employment Opportunity		***Added*** *In its efforts to promote nondiscrimination and as required by law, (Recommended by TASB)* ***Deleted*** *gender (Recommended by TASB)* ***Added*** *sexual orientation, or gender identity (Recommended by TASB)* ***Added*** *In accordance with Title IX, the district does not discriminate on the basis of sex and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to employment. Inquiries about the application of Title IX may be referred to the District's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both. (Recommended by TASB)* ***Added*** *The District designates and authorizes the following employee as the Title IX Coordinator for employees to addresss concerns or inquires regarding ... (Recommended by TASB)* ***Deleted*** *Employees with questions or concerns about (Recommended by TASB)* ***Deleted*** *should contact (Recommended by TASB)* ***Added*** *Reports can be made at any time and by any person, including during non-business hours, by mail, email, or phone. During district business hours, reports may also be made in person. (Recommended by TASB)* ***Added*** *The District designates and authorizes the following employee as the ADA/504 Coordinator for employees to addresss concerns or inquires regarding discrimination on the basis of a disability: (Recommended by TASB)* ***Deleted*** *Employees with questions or concerns about discrimination on the basis of a disability should contact (Recommended by TASB)*
Certification and Licenses		***Added*** *Employees licensed by the Texas Department of Licensing and Regulations (TDLR) must notify the Brownsville ISD Human Resources Department when there is action against, or revocation of, their license. (Recommended by TASB)*
Employment after Retirement		**Added** At this time the District will consider recommending hiring "Retired" individuals for certified critical shortage fields and/or areas of need.
CHAPTER 3		
Supplemental Duties		***Added:*** *Supplemental duty assignments are at-will and do not provide property rights to continuation. At any time the employee may resign or the district may terminate the supplemental duty and the pay associated with the supplemental duty. Pay may be prorated if an employee does not complete the assignment.*
CHAPTER 4		
General Information		***Added*** *Refer to the Exempt/Non-Exempt Employees section of employee handbook for employment classifications.* ***Deleted*** *full-time nurses, and full-time counselors* ***Deleted*** *or their own pay. [Refer to DEA (Local)]* ***Added*** *Refer to board policies DEA, DEAA, and DEAB Legal and Local for all District policies and state and federal regulations governing employee pay practices.*
Annualized Compensation		***Deleted*** *The District pays all salaried employees over 12 months regardless of the number of months their position is employed for during the school year. Salaried employees will be paid in equal monthly payments, beginning with the first pay period of their school calendar. Employees who resign to retire and have fulfilled their contract may continue to receive paychecks through the end of their pay cycle, if requested. An employee who resigns and has completed their contract/calendar may elect to continue enrollment in the District's group health coverage for one or more months of the summer. The employee's share of premiums shall be withheld from the final paycheck. The employee must notify the Employee Benefits Department in advance.* ***Added*** *The District shall pay all salaried employees over 12 months in equal monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with the pay cycle of the position.*
Employee Comensation Plan		***Added*** *Employee (Title Change)*

Topic	Board Book Page Number	Description of Changes
		Deleted *A Compensation Plan includes guidelines and procedures to maintain an effective position classification and compensation plan. The District strives to ensure that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other school districts in this area. If employees have concerns about work conditions or compensation, they are strongly encouraged to communicate these concerns openly and directly to their supervisor. Experience has shown that when employees deal openly and directly with supervisors, the work environment can be improved through better communication and more positive attitudes. Brownsville I.S.D. demonstrates its commitment to employees by responding effectively to employee concerns* ***Added*** *The superintendent shall recommend an annual employee compensation plan for all District employees to the board for approval. The employee compensation plan may include wage and salary structures, stipends, benefits and incentive pay plans. The superintendent and designees shall administer the employee compensation plans consistent with board policies, the annual budget approved by the board and the administrative guidelines.*
Pay Structure		***Deleted*** *The pay structure for all personnel shall be established and maintained by daily or hourly base rates to promote consistent treatment of employees who have different work-year periods. Classified Employees shall follow their respective pay range(s) according to the Board approved compensation plan. Each position shall provide guidelines for minimum and maximum rates based on job worth. Employees shall be paid within the range of daily or hourly rates established for the position assigned. The Superintendent or designee shall assign responsibility for administering the pay structure. Certified Employees (Teachers and Non-Teaching positions paid on the Teacher Scale) will be paid according to their years in Education and their contracted days, and Administrators & Special Assignment employees will be paid by a Board approved salary formula. This formula is explained in the Board approved Compensation Plan in the Appendix* ***Added*** *The pay structure for all personnel will be established and maintained by daily or hourly base rates to promote consistent treatment of employees who have different work-year periods. A pay range for each position will provide guidelines for minimum, midpoint, and maximum rates based on job worth. Employees will be paid within the range of daily rates established for the position assigned. Certified Employees will be paid according to the board adopted employee compensation plan.* ***Deleted*** *Pay ranges are established to provide opportunities to increase employee salaries for continued satisfactory service to the District. Employees may advance within the pay range according to the amount of increase approved annually by the Board.* ***Added*** *Pay ranges and salary schedules are reviewed and adjusted periodically. Employee pay is adjusted based on the pay increase budget and guidelines approved by the board annually.*
Job Classification		***Deleted*** *shall* ***Added*** *will*
Pay Grades		***Deleted*** *All wage scales have a minimum and maximum pay range. There are no steps.* ***Deleted*** *Certified employees not falling within the Teacher Scale shall fall within the Administrative & Special Assignment Scale. Four wage scales shall be in effect for classified employees. The pay structure shall consist of pay range structures for the following employee groups or pay families* ***Added*** *Employee pay systems are designed and administered for the purpose of attracting and retaining qualified employees to achieve the goals of the District. The Human Resources Department is responsible for the maintenance and administration of employee pay systems. Teachers, Librarians and Counselors, will be paid according to a salary schedule that correlates salaries to total years of creditable service in education. Other district jobs will be assigned to a pay grade and range structure that sets the range of pay for the position. Jobs are assigned to pay grades on the basis of required job qualifications and skills; job duties and responsibilities defined by the District; and competitive job market rates for comparable jobs.* **Added** The district employee compensation plan includes: oTeachers and Librarians oCounselors oAdministrative - Professional Business Management oAdministrative - Professional Educator Program oProfessional Instructional Support oTechnology oPolice oClerical Administrative oInstructional Support oManual Trades
Pay Grades (Administrative & Special Assignment)		***Deleted*** *Pay Grades 1 through 8*
Pay Grades (Manual Trades)		***Deleted*** *Pay Grades 1 through 8*
Pay Grades (Clerical-Administrative)		***Deleted*** *Pay Grades 12 through 20*
Pay Grades (Technical Support)		***Deleted*** *Pay Grades 22 through 27*

Topic	Board Book Page Number	Description of Changes
Pay Grades (Instructional Support)		***Deleted*** *Pay Grades 31 through 36*
Experience Conversion Table		***Deleted*** *Experience Conversion Table (Title Change)* ***Added*** *Salary Range Placement - Exempt and Non Exempt Employees*
Experience Conversion Table (Salary Range Placement)		**Deleted** New employees who are especially skilled at the job they are filling, by virtue of verified years of job related experience, may be placed at a rate between the minimum and midpoint of the pay grade which better compensates for their past experience. ***Added*** *New hire compensation for District positions is determined individually based on each person's job-related experience and salaries paid to peer employees in the same position with similar experience. The Human Resources Department is responsible for calculating new hire compensation based on the established Administrative Guidelines. With approval from the Superintendent, a starting salary may exceed the midpoint of the pay range and/or peer employees for a hard-to-fill key position.* **Deleted** For pay purposes, employees returning to the district with less than a year of break in service, who are employed at an equal pay grade position will attain the hourly rate earned before the latest resignation date. ***Added*** *Former Brownsville ISD employees who return to the District will be placed at the appropriate pay level for the position in which they are newly hired. This may differ from the pay level and/or position they occupied at the time of their departure from the District.* **Deleted** Percentage increases may be granted for every two (2) years of previous job-related experience in excess of the job description requirement. **Deleted** In no instance shall the amount exceed 10% or the midpoint range within each pay grade, whichever is less, unless approved by the Superintendent of Schools and the Board of Trustees. The conversion table will only be used for new hires at the time of hire and not in cases where current employees are promoted. **Deleted** If the Superintendent or his designee determines that compensation for past job experience is appropriate for Classified Employees, the following table will be used: Years of Experience Beginning Wage 0 – 1 Minimum of Pay Grade 2 - 3 2% above Pay Grade Minimum 4 - 5 4% above Pay Grade Minimum 6 - 7 6% above Pay Grade Minimum 8 - 9 8% above Pay Grade Minimum 10 + 10% above Pay Grade Minimum
Promotions		***Added*** *Exempt and Nonexempt Employees (Title Change)*
Promotions		***Deleted*** *For Classified employees, the current hourly or daily rate shall be utilized and the rate in the new grade shall be determined. The new rate shall increase four (4%) percent for every increase in pay grade to a maximum of twelve (12%) percent or the new grade minimum whichever is greater.* ***Added*** *. A promotion occurs when an employee is moved to a different job in a higher pay grade. Salary placement for an employee who is promoted to a job in a pay grade with a higher midpoint will follow the guidelines for placement of a new hire (with additional adjustments made as needed to achieve pay equity among peer employees) using the established Administrative Guidelines. Employees promoted internally will not be paid less than a new hire with similar experience. Promoted employees may receive at least a 3 percent salary increase (pending peer equity review) applied to the employee's base daily or hourly rate for the required duty days of the new assignment, less any stipends paid for supplemental duties. Base pay for teachers includes incentives paid for the teaching assignment, such as advanced degree, certification field, career ladder, etc., only when teachers are being promoted to another certified educator position. Coaching or other extracurricular stipends should not be included in base pay.* ***Deleted*** *Certified employees will follow the Salary Schedule as approved in the Employee Compensation Plan. Please Note: Promotions and the percentage increases occur with pay grades (within MT, CA, TS, IS).*
Demotion to a Lower Grade/Voluntary Transfer		***Deleted*** *1.The current hourly or daily rate shall be utilized and the employee's rate shall be decreased two percent (2%) for every drop in pay grade to a maximum of six (6%); then the employee shall be placed in the new grade.* ***Added*** *Contract employees (Exempt) – A reduction in pay as a result of a demotion will not be made during the current contract year, unless mutually agreed to by the employee and the district in writing and in consultation with a school attorney. Demotions that become effective during the contract term may result in a pay reduction for the following school year provided notice of the reduction is given to the employee before the penalty-free resignation date (i.e., 45 days before the first day of instruction for the next school year). Pay reductions for contract employees are made at the direction of the superintendent and may follow the same guidelines as pay reductions for noncontract employees.* *Noncontract employees (Nonexempt) – Subject to approval by the superintendent, a reduction in pay for a demotion will be made effective with the new assignment to a lower pay grade. The employee's base rate of pay (hourly or daily) may be reduced to the same percent of midpoint (rate divided by midpoint) in the lower pay range or by 5 percent per pay grade, whichever is less.*

Topic	Board Book Page Number	Description of Changes
Health Insurance Benefits		***Deleted:*** *October 1 through September 30th* ***Added:*** *January 1 through December 31st*
CHAPTER 5		
Discretionary Leave (Schedule Limitations)		***Added*** *As per Administrative Guidelines*
Voluntary Transfer of Days		***Added****: Only Full-Time employees are eligible to receive and or transfer local days. Once an employee resigns, retires or is deceased, the employee is no longer eligible to participate in the Voluntary Transfer of Local Days Program.*
Temporary Disability Leave		***Added****: each full-time employee whose position requires educator certification by the State Board of Educator Certification or by the District for.*
Jury Duty		***Added:*** *The District will not discharge, threaten to discharge, intimidate, or coerce any regular employee because of juror or grand juror service or for the employee's attendance or scheduled attendance in connection with the service in any court in the United States* ***Added*** *Reference to DG (Recommended by TASB)*
CHAPTER 6		
Resignation of Contract Employees		***Added:*** *The principal is required to notify the superintendent of an educator's resignation within seven business days following an alleged incident of misconduct for any of the acts listed in Reports to Texas Education Agency on page 52. (Recommended by TASB)*
Resignation of Non-Contract Employees		***Added:*** *The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct of abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or knew about an employee's resignation or termination following an alleged incident of misconduct described above. (Recommended by TASB)*
Dismissal of Non-Contract Employees		***Added:*** *The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct of abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or knew about an employee's resignation or termination following an alleged incident of misconduct described above. (Recommended by TASB)*
Discharge of Convicted Employees (New Section)		***Added:*** *The district shall discharge any employee who has been convicted of or placed on deferred adjudication community supervision for an offense requiring the registration as a sex offender or convicted of a felony under Title 5 Penal Code if the victim was a minor. If the offense is more than 30 years before the date the person's employment began or the person satisfied all terms of the court order entered on conviction the requirement to discharge does not apply.*
Reports to Texas Education Agency		***Added:*** *Policy DHC (Recommended by TASB)* ***Added:*** *A subheading Certified Employees (Recommended by TASB)* ***Added:*** *or engaged in conduct violating the assessment security procedures under TEC §39.0301.(Recommended by TASB)* ***Added:*** *Non-Certified Employees (Recommended by TASB)* *The voluntary or involuntary separation of a noncertified employee from the District must be reported to the Division of Investigations at TEA by the superintendent if there is evidence the employee abused or otherwise committed an unlawful act with a student or minor, was involved in a romantic relationship with a student or minor, or solicited or engaged in sexual contact with a student or minor.*
CHAPTER 7		
Scope and Sequence (New Section)		**Added:** If a teacher determines that students need more or less time in a specific area to demonstrate proficiency in the Texas Essential Knowledge and Skills (TEKS) for that subject and grade level, the district will not penalize the teacher for not following the district's scope and sequence. The district may take appropriate action if a teacher does not follow the district's scope and sequence based on documented evidence of a deficiency in classroom instruction. This documentation can be obtained through observation or substantiated and documented third-party information.
Code of Ethics and Standard Practices		***Added:*** *Standard 2.8. The educator shall not intentionally or knowingly subject a colleague to sexual harassment.*
Reporting Suspected Child Abuse		***Deleted:*** *Reference to Policy FFG (Recommended by TASB)*
CHAPTER 9		
Personal Use of Communications		***Deleted Policy*** *in reference to exhibits (Recommended by TASB)*

Topic	Board Book Page Number	Description of Changes
Public Information on Private Devices (New Section)		***Added:*** *Employees should not maintain district information on privately owned devices. Any district information must be forwarded or transferred to the district to be preserved. The district will take reasonable efforts to obtain public information in compliance with the Public Information Act. Reasonable efforts may include:* *•Verbal or written directive* *•Remote access to district-owned devices and services (Recommended by TASB)*
CHAPTER 11 Bad Weather Closing		***Deleted*** *Bad Weather* ***Added*** *Emergency School* ***Added:*** *The District may close schools because of severe weather, epidemics, or other emergency conditions*

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CHAPTER 1

General Information

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

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

The District

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

BISD Mission Statement

Policy: AE

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

Board of Trustees

Policies: BA, BB series, BD series and BE series

Texas law grants the Board of Trustees the power to govern and oversee the management of the district's schools. The Board is the policy-making body within the district and has overall responsibility for the curriculum, school taxes, and the annual budget, employment of the superintendent and other professional staff, and facilities. The Board has complete and final control over school matters within limits established by state and federal law and regulations.

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

CHAPTER 2

Employment

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

Equal Employment Opportunity

Policies: DAA, DIA

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

In accordance with Title IX, the District does not discriminate on the basis of sex and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to employment. Inquiries about the application of Title IX may be referred to the District's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The District designates and authorizes the following employee as the Title IX Coordinator for employees to address concerns or inquiries regarding ~~Employees with questions or concerns about~~ discrimination based on sex, including sexual harassment: ~~should contact~~ the Superintendent or Carmelita Rodriguez, the District's Title IX Coordinator at (956) 698-0210. Reports can be made at any time and by any person, including during non-business hours, by mail, email, or phone. During district business hours, reports may also be made in person.

The District designates and authorizes the following employee as the ADA/Section 504 Coordinator for employees for concerns regarding discrimination on the basis of a disability: ~~Employees with questions or concerns about discrimination on the basis of a disability should contact~~ the Superintendent or Carmelita Rodriguez, ADA/Section 504 Coordinator for Employees at (956) 698-0210.

Information on the 504 process may be found on-line under the heading Medical Information at: http://www.bisd.us/humanresources/html/03_Medical.htm

Employment Procedures

Vacancy Announcements

Policy: DC

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

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

New Position

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

Employment Application

Policy: DC & Administrative Procedures

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

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

Employment Reference Check

Policy: Administrative Procedures

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

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

Interview

Policy: DC

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

Principal's Approval

Policy: DK

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

Pre-Employment Inquires & Medical Examination

Policy: DBB

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

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

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

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

Reporting of Valid Positive Results

Policy: DHE

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

1. A valid positive result on an alcohol or drug test and whether the specimen producing the result was a dilute specimen.

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

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

Form I-9

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

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

Recertification of Employment Authorization

Policy: DC

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

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

Certification and Licenses

Policy: DBA, DF

Professional employees whose positions require SBEC certification or professional license are responsible for taking actions to ensure their credentials do not lapse. Employees must submit

documentation that they have passed the required certification exam and/or obtained or renewed their credentials to the Human Resources Department in a timely manner. Employees licensed by the Texas Department of Licensing and Regulations (TDLR) must notify the Brownsville ISD Human Resources Department when there is action against, or revocation of, their license.

A certified employee's contract may be voided without due process and employment terminated if the individual does not hold a valid certificate or fails to fulfill the requirements necessary to renew or extend a temporary certificate, emergency certificate, probationary certificate, or permit. A contract may also be voided if SBEC suspends or revokes certification because of an individual's failure to comply with criminal history background checks. Contact the Human Resources Department if you have any questions regarding certification or licensure requirements.

Nepotism

Policy: DBE

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

Supervisory Capacity

Policy: DK

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

Board Members

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

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

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

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

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

Retirees

Policy: DBE

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

Superintendent

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

- The Superintendent is a public official for purposes of the nepotism prohibitions only with respect to a decision made under that delegation of authority; and
- Each member of the Board remains subject to the nepotism prohibitions with respect to all District employees.

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

Affinity

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

Consanguinity

Policies: DBE & DK

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

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

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

Consanguinity (Blood) Kinship

First Degree	Parent	Child		
Second Degree	Grandparent	Grandchild	Sister / Brother	
Third Degree	Great Grandparent	Great Grandchild	Aunt / Uncle	Niece / Nephew

Affinity (Marriage) Kinship

Policies: DBE & DK

The Board member or supervisor's spouse is the prospective employee.
(Marriage) Kinship

OR

Board member or supervisor's spouse is prospective employees:

OR

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

First Degree	Parent	Child	
Second Degree	Grandparent	Grandchild	Sister / Brother

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

Employment after Retirement

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

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

Contract and Non-Contract Employees

Policy: DC Series

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

Probationary Contracts

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

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

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

Maximum Probationary Contract Period

Policy: DCA

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

Exception

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

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

Grounds for Termination of a Probationary Contract

Policy: DFAB

A probationary contract employee may be terminated at the end of the contract period if the Board determines that such termination will serve the best interests of the District. Before any probationary contract employee is terminated, the Board shall give the employee notice of its decision to terminate

the employment not later than the 10th day before the last day of instruction required under the contract. The Board's decision to terminate a probationary employee at the end of a contract period is final and may not be appealed. *Education Code 21.103(a)*

Continuing Contracts

Policies: DC, DCC, DFD, DFCA, DFE, DFAC, DFCA

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

Term Contracts

Policies: DC, DCB, DFBB, DFF, DFE & DFBA

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

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

Grounds for Dismissal of a Term Contract

Policies: DFBA & DFBB

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

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

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

Nonrenewal Reasons

Policy: DFBB

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

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

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

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

Noncertified Professional and Administrative Employees

Policies: DC & DCE

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

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

Paraprofessional and Auxiliary Employees

Policy: DCD

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

Breaks for Expression of Breast Milk

Policies: DEAB & DG

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

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

Criteria for Personnel Decisions

Policy: DAB

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

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

CHAPTER 3

Employment Practices

Personnel Records

Policies: DBA & GBA

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

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

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

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

Change of Personal Data

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

Outside Employment

Policy: DBD

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

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

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

Absenteeism and Tardiness

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

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

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

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

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

Assignments, Hours, Reassignments and Schedules

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

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

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

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

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

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

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

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

All Classified personnel shall adhere to the following guidelines:

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

Classified Employees

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

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

Elementary and Middle School

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

High School

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

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

Supplemental Duties

Policies: DC, DEA, DK and DL

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

Breaks, Meal Periods and Rest Periods

Policy: DK (Regulation)

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

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

Performance Evaluations

Policies: DN Series

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

Staff Development

Policy: DMA

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

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

Employee Involvement

Policy: BQA, BQB

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

CHAPTER 4

Compensation and Benefits

General Information

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

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

Annualized Compensation

Policy: DEA

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

Employee Compensation Plan

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

~~The District strives to ensure that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other school districts in this area. If employees have concerns about work conditions or compensation, they are strongly encouraged to communicate these concerns openly and directly to their supervisor. Experience has shown that when employees deal openly and directly with supervisors, the work environment can be improved through better communication and more positive attitudes. Brownsville I.S.D. demonstrates its commitment to employees by responding effectively to employee concerns.~~ The superintendent shall recommend an annual employee compensation plan for all District employees to the board for approval. The employee compensation plan may include wage and salary structures, stipends, benefits and incentive pay plans. The superintendent and designees shall administer the employee compensation plans consistent with board policies, the annual budget approved by the board and the administrative guidelines.

Pay Structure

Policy: DEA Regulation

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

~~Pay ranges are established to provide opportunities to increase employee salaries for continued satisfactory service to the District. Employees may advance within the pay range according to the amount of increase approved annually by the Board.~~ Pay ranges and salary schedules are reviewed and adjusted periodically. Employee pay is adjusted based on the pay increase budget and guidelines approved by the board annually.

Job Classification

Policy: DEA Regulation

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

Pay Grades

Policy: DEA Regulation

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

~~Certified employees not falling within the Teacher Scale shall fall within the Administrative & Special Assignment Scale. Four wage scales shall be in effect for classified employees. The pay structure shall consist of pay range structures for the following employee groups or pay families:~~ Employee pay systems are designed and administered for the purpose of attracting and retaining qualified employees to achieve the goals of the District. The Human Resources Department is responsible for the maintenance and administration of employee pay systems. Teachers, Librarians and Counselors, will be paid according to a salary schedule that correlates salaries to total years of creditable service in education. Other district jobs will be assigned to a pay grade and range structure that sets the range of pay for the position. Jobs are assigned to pay grades on the basis of required job qualifications and skills; job duties and responsibilities defined by the District; and competitive job market rates for comparable jobs.

The district employee compensation plan includes:

- Teachers and Librarians
- Counselors
- Administrative - Professional Business Management
- Administrative - Professional Educator Program
- Professional Instructional Support
- Technology
- Police
- Clerical Administrative
- Instructional Support
- Manual Trades

~~Administrative & Special Assignment Scale~~ ~~Pay Grades 1 through 8~~

~~Manual Trades~~	~~Pay Grades 01 through 08~~
~~Clerical Administrative~~	~~Pay Grades 12 through 20~~
~~Technical Support~~	~~Pay Grades 22 through 27~~
~~Instructional Support~~	~~Pay Grades 31 through 36~~

Exempt/Non-Exempt Employees

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

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

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

Exempt	The District shall pay employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act (FLSA) on a salary basis. The salaries of these employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.

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

Substitute Workers

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

Temporary Employees

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

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

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

Paraprofessional and Auxiliary Employees

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

Professional Employees

Professional employees and academic administrators are exempt from overtime pay and are employed on a 10, 11, or 12-month basis, according to the ~~work schedules~~ hours and dates set by the District as they exist or may subsequently be amended.

~~Experience Conversion Table~~ Salary Range Placement – Exempt and Nonexempt Employees

~~New employees who are especially skilled at the job they are filling, by virtue of verified years of job related experience, may be placed at a rate between the minimum and midpoint of the pay grade which better compensates for their past experience.~~ New hire compensation for District positions is determined individually based on each person's job-related experience and salaries paid to peer employees in the same position with similar experience. The Human Resources Department is responsible for calculating new hire compensation based on the established Administrative Guidelines. With approval from the Superintendent, a starting salary may exceed the midpoint of the pay range and/or peer employees for a hard-to-fill key position. ~~For pay purposes, employees returning to the district with less than a year of break in service, who are employed at an equal pay grade position will attain the hourly rate earned before the latest resignation date.~~ Former Brownsville ISD employees who return to the District will be placed at the appropriate pay level for the position in which they are newly hired. This may differ from the pay level and/or position they occupied at the time of their departure from the District. Experience as a substitute worker or a temporary employee will not count towards years of experience when a "new hire" is placed as a full-time Classified employee. ~~Percentage increases may be granted for every two (2) years of previous job-related experience in excess of the job description requirement.~~ A year shall be defined as a normal work year period but shall not be less than nine (9) months.

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

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

~~**Years of Experience Beginning Wage**~~

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

Automatic Payroll Deposit

BISD has 100% electronic Automatic Payroll Deposit Program in which their payroll checks are deposited directly to a specified bank or credit union. With automatic deposit, an employee's pay is immediately

available on the pay date. Contact the payroll office at 956-548-8391 for more information about the automatic payroll deposit service.

An employee's payroll electronic statement contains detailed information including deductions, withholding information, and the amount of leave accumulated.
It is **the employee's responsibility** to notify the Payroll Office immediately when the amount of a paycheck is in error. Failure to report any error in a timely fashion may result in future payroll adjustments.

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

The Direct Deposit Authorization Form is effective immediately.

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

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

Pay Dates

Policy: DEA

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

Paycheck Statement

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

Overtime Compensation

Policies: DEAB, DEC

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

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

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

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

Compensatory Time

Policy: DEA

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

Promotions – Exempt and Nonexempt Employees

~~For Classified employees, the current hourly or daily rate shall be utilized and the rate in the new grade shall be determined. The new rate shall increase four (4%) percent for every increase in pay grade to a maximum of twelve (12%) percent or the new grade minimum whichever is greater.~~ A promotion occurs when an employee is moved to a different job in a higher pay grade. Salary placement for an employee who is promoted to a job in a pay grade with a higher midpoint will follow the guidelines for placement of a new hire (with additional adjustments made as needed to achieve pay equity among peer employees) using the established Administrative Guidelines. Employees promoted internally will not be paid less than a new hire with similar experience. Promoted employees may receive at least a 3 percent salary increase (pending peer equity review) applied to the employee's base daily or hourly rate for the required duty days of the new assignment, less any stipends paid for supplemental duties. Base pay for teachers includes incentives paid for the teaching assignment, such as advanced degree, certification field, career ladder, etc., only when teachers are being promoted to another certified educator position. Coaching or other extracurricular stipends should not be included in base pay. If the current hourly or daily rate of pay is above the new grade maximum, no increase is given. ~~Certified employees will follow the Salary Schedule as approved in the Employee Compensation Plan. Please Note: Promotions and the percentage increases occur with pay grades (within MT, CA, TS, IS).~~ Classified Employees that apply for another position outside of their current ~~pay grade~~ pay plan will be treated like a new hire ~~(new employee)~~ and be paid at the minimum of their new pay grade. Additional compensation may be awarded if they have experience. ~~(see page 22 of 87).~~

Demotion to a Lower Grade/Voluntary Transfer

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

1. ~~The current hourly or daily rate shall be utilized and the employee's rate shall be decreased two percent (2%) for every drop in pay grade to a maximum of six (6%); then the employee shall be placed in the new grade.~~

   Contract employees (Exempt) – A reduction in pay as a result of a demotion will not be made during the current contract year, unless mutually agreed to by the employee and the district in writing and in consultation with a school attorney. Demotions that become effective during the contract term may result in a pay reduction for the following school year provided notice of the reduction is given to the employee before the penalty-free resignation date (i.e., 45 days before the first day of instruction for the next school year). Pay reductions for contract employees are made at the direction of the superintendent and may follow the same guidelines as pay reductions for noncontract employees.

   Noncontract employees (Nonexempt) – Subject to approval by the superintendent, a reduction in pay for a demotion will be made effective with the new assignment to a lower pay grade. The employee's base rate of pay (hourly or daily) may be reduced to the same percent of midpoint (rate divided by midpoint) in the lower pay range or by 5 percent per pay grade, whichever is less. However, the employee's rate shall not be reduced below the minimum pay rate for the new grade. If the employee's hourly or daily rate is above the maximum pay rate of the lower grade, the employee's rate will be adjusted to the maximum of the lower grade.

2. In succeeding years, an increase shall be granted according to any increase approved by the Board. If the employee's hourly or daily rate is above the maximum of the lower grade, the employee's rate will remain unchanged, unless directed by the Board of Trustees. Future increases shall only be given for the amount of inflationary adjustments made to the total pay range unless otherwise authorized by the Board of Trustees.

Transfers

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

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

Lateral Transfers
Policies: DC & DK

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

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

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

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

Last In, First Out

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

Biometric Time and Attendance System

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

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

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

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

Final Payment of Regular Wages

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

Timesheet for Terminated Employees

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

CLASSIFIED

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

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

CERTIFIED

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

Payroll Deductions

Policy: CFEA

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

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

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

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

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

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

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

Garnishment of Wages

Policy: CFEA

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

The administrative fee may not exceed the lesser of:

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

Reimbursement upon Death Benefits

Policy: DEC

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

Reimbursement upon Retirement

Policy: DEC

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

Travel Requests / Travel Expense Reimbursement

Policy: DEE & Administrative Guidelines

All employee travel arrangements must be made through the BISD Travel Department. The Travel Reservation Form and the Request for Professional Leave Form with the required signatures must be

submitted to the BISD Travel Department at least 30 days prior to the date of travel. Lodging will be based on the rates listed on the GSA's website.

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

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

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

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

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

Prepayment Checks

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

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

Benefits

Annuities

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

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

Cafeteria Plan – Section 125

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

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

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

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

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

Teacher Retirement System of Texas (TRS)

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

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

Unemployment Compensation Insurance

Policy: CRF

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

Health Insurance Benefits

Policy: CRF

Group health insurance coverage is available to all full-time employees. The district's contribution to employee insurance premiums is determined annually by the Board of Trustees. Detailed descriptions of

insurance coverage, prices, and eligibility requirements are provided to all employees at the Employee Benefits Department or on their website.

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

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

Dependent children are covered up to the age of 26.

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

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

Group Health Insurance

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

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

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

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

Marketplace Coverage (Options)

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

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

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

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

If you purchase a health plan through the Marketplace instead of the accepting health coverage offered by your employer, then you may lose the employer contribution to the district's group coverage. Please keep in mind that the contribution the district makes for your health coverage is excluded from income tax; however, your payments through the Marketplace are made on an after-tax basis.
The Marketplace can help you evaluate your coverage options, including eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information.

Termination of Group Coverage

Policy: CRD

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

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

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

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

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

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

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

Supplemental Insurance Benefits

Policy: CRD

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

Other Insurance

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

Disability Insurance

Disability insurance is available to qualified employees through payroll deduction.

Flexible Spending Accounts

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

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

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

Group Life Insurance

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

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

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

COBRA – Consolidated Omnibus Budget Reconciliation Act

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

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

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

HIPAA – The Right to Privacy

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

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

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

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

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

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

Women's Health and Cancer Rights

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

- ✓ Reconstruction of the breast on which the mastectomy has been performed.
- ✓ Surgery and reconstruction of the other breast
- ✓ Prosthesis

- ✓ Treatment of physical complications of all stages of mastectomy, including lymphedemas.

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

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

GINA

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

Additional Information – Fair Labor Standards Act

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

CHAPTER 5

Leaves and Absences

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

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

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

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

State Sick Leave

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

Sick leave may be used for the following reasons only:

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

Local Sick Leave

Policy: DEC

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

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

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

Personal Leave

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

Nondiscretionary

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

Discretionary

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

Duration

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

Schedule Limitations

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

Recording of Leave

Policy: DEC

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

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

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

Leave Availability

Policy: DEC

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

Assault Leave

Policy: DEC

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

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

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

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

Bereavement (Funeral) Leave

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

Development Leaves of Absence

Policy: DEC

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

Leave of Absence for Professional Personnel

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

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

Voluntary Transfer of Days

Policy: DEC (Legal) / Administrative Guidelines

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

Definitions

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

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

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

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

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

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

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

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

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

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

Sick Leave Bank

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

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

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

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

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

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

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

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

Continuation of Health Insurance

Policy: DEC & Administrative Guidelines

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

FAMILY AND MEDICAL LEAVE ACT (FMLA)

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

Basic Leave Entitlement

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

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

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

Military Family Leave Entitlements

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

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

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

Benefits and Protections

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

Eligibility Requirements

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

Definition of Serious Health Condition

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

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

Use of Leave

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

Substitution of Paid Leave for Unpaid Leave

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

Employee Responsibilities

Employee must provide 30 days advanced notice of the need to take FMLA when the need is foreseeable. When 3o days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

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

Employer Responsibilities

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

Unlawful Acts by Employers

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

Enforcement

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

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

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

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

LOCAL FAMILY AND MEDICAL LEAVE PROVISIONS

Policies: DEC & DECA

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

Use of Paid Leave

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

Combined Leave for Spouses

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

Continuation of Benefits and Job Restoration

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

Intermittent Leave

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

Military Service Family Leave

Policy: DECA

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

Military Leave

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

Reemployment after Military Leave

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

Continuation of Health Insurance

Policy: DECB

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

Temporary Disability Leave

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

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

Placement on Temporary Disability

Policy: DEC

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

Non-Working Days

Policy: DED

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

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

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

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

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

Child Care Leave

Policy: DEC

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

Religious Observations

Policy: DEC

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

Jury Duty

Policy: DEC & DG

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

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

Other Court Appearances

Policy: DEC

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

Authority to Return to Work Letter

Policy: Administrative Guidelines

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

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

Expiration of Available Leave

Policy: Administrative Guidelines

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

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

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

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

Failure to Return to Active Duty

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

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

Non-Accrual of Vacation and Non-Working Days

Policy: DED

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

Vacation and Holiday Eligibility Criteria

Policy: DED

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

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

Workers' Compensation Benefits

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

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

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

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

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

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

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

Teacher Exchange Program

Policy: DEC

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

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

CHAPTER 6

Resignations and Terminations

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

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

Resignation Deadline

Policy: DFE

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

Resignation of Contract Employees

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

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

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

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

Resignation of Non-Contract Employees

Policy: DFE

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

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

Dismissal or Nonrenewal of Contract Employees

Policies: DFAA, DFAB, DFBA, DFBB, DFCA, DFD, DFF

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

Dismissal of Noncontract Employees

~~**Policy**~~ **Policies: DCD & DP**

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

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

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

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

Discharge of Convicted Employees

Policy: DF

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

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

Exit Interviews and Procedures

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

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

Reports to Texas Education Agency (TEA)

Policies: DF, DHB & DHC

Certified Employees

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

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

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

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

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

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

Reports Concerning Court-Ordered Withholding

Policies: DF, DHB

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

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

CHAPTER 7

Employee Conduct and Welfare

Standards of Conduct

Policy: DH

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

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

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

Scope and Sequence

Policy: DG

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

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

Code of Ethics and Standard Practices

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

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

1. Professional Ethical Conduct, Practices, and Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Ethical Conduct Toward Professional Colleagues

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

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

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

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

Standard 2.5 The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6 The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7 The educator shall not retaliate against any individual who has filed a complaint with the SBEC or provides information for a disciplinary investigation or proceeding under this chapter.

Standard 2.8 The educator shall not intentionally or knowingly subject a colleague to sexual harassment.

3. Ethical Conduct Toward Students

Standard 3.1 The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2 The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

Standard 3.3 The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4 The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5 The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6 The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7 The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8 The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9 The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

(i) the nature, purpose, timing, and amount of the communication;

(ii) the subject matter of the communication;

(iii) whether the communication was made openly or the educator attempted to conceal the communication;

(iv) whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;

(v) whether the communication was sexually explicit; and

(vi) whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

Dress Code: Minimum Standards of Professional Dress and Appearance

Dress and Appearance

All employees will comply with these guidelines, which are minimum standards for professional dress and appearance, appropriate for the educational workplace environment. Employees will also adhere to dress standards established by their respective departments as appropriate for their job duties and profession. BISD reserves the right to determine at its discretion what is and is not appropriate workplace attire and to address issues as they arise.

Purpose:

To define the image of professionalism required for BISD employees. To promote employee safety, comfort and a professional impression on our students and our community by portraying a positive image of our organization and mission.

Guidelines:

BISD employees serve as role models for the students and as representatives of BISD organization. Consistent with these roles all employees, volunteers and substitutes shall dress professionally and appropriately.

Dress Code and Grooming Guidelines 2020-2021

Policy: DH

All employees' dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with the following standards of dress and hygiene. Teachers shall dress more conservatively than the students. Good personal hygiene is expected of all employees.

ATTIRE AND GROOMING FOR MEN	**ATTIRE AND GROOMING FOR WOMEN**
The following **are permissible** for men:	The following **are permissible** for women:
✓ Collared shirts, polo style shirts, sport shirts, and guayaveras (shirt tails tucked in)	✓ Dressy blouses and shirts
✓ Neatly-trimmed mustaches/beards and sideburns	✓ Sleeveless dresses and blouses (if undergarments are not exposed)
✓ Hair shall be neatly groomed	✓ Dressy capris
✓ Dress shoes, casual shoes, boots, canvas shoes	
✓ Dressy slacks	
✓ Undergarments are to be worn at all times.	
The following **are prohibited** for men:	The following **are prohibited** for women:
▪ Plain, collarless t-shirts of any color	▪ Clothing that is strapless, having spaghetti straps, bare midriff, cut-out backs, or having provocative/low necklines
▪ Muscle shirts or sleeveless t-shirts	▪ Dresses/skirts that are more than 2" above the knee cap
	▪ Dress/skirts with slits on side, rear or front exposing 2"above the knee cap
	▪ Leggings in lieu of pants; (including spandex)
▪ Denim jeans of any color	
▪ Warm-ups and windbreaker suits	
▪ See-through apparel	
▪ Distracting hairstyles and/or hair color	
▪ Flip flops, slippers, or Crocs style shoes	
▪ Attire shall not be tight/binding	
▪ Tattoos (body art) shall not be visible	
▪ Body piercings shall not be allowed, other than on ears in a reasonable amount	
Exceptions:	
❖ Spirit Day and/or College Awareness Day will be limited to one day per week as designated by the Principal. Additional days will require approval from the Superintendent or Superintendent Designee. On those designated days, denim jeans, tennis shoes or athletic shoes may be worn only if accompanied by a spirit shirt and/or a college awareness shirt. Denim clothing shall be clean and neat, with no holes, no extreme fading, frayed hems, or worn-out look and not multi-toned. ❖ Physical Education staff may choose to wear appropriate attire, approved by Administration, during the physical education period. ❖ Teachers who have lab or shop courses may wear aprons, smocks, or overalls during the instructional period, since this attire may be deemed necessary for safety purposes. ❖ Auxiliary employees in maintenance, custodial, transportation, food service, and positions requiring uniforms are exempted from the general guidelines, but shall comply with dress and grooming guidelines specified by their supervisors in the department handbook.	

BISD reserves the right to determine at its discretion what is and is not appropriate workplace attire and to address issues as they arise.

Discrimination, Harassment and Retaliation

Policies: DIA & DH

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees, unpaid interns, student teachers, or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons, including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action.

Individuals who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official which includes the Title IX Coordinator, ADA/Section 504 Coordinator, and the Superintendent. If the campus principal, supervisor, or district official is the subject of a complaint, the complaint should be made directly to the Superintendent or his designee. A complaint against the Superintendent may be made directly to the Board. The District's policy shall be distributed annually to employees. Employees may access District Policy DIA (LOCAL) at the following link: http://www.tasb.org/policy or in the Appendix of this Handbook.

Harassment of Students

Policies: DH, DHB, FFG, FFH, FFI

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited. Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. All allegations of prohibited harassment or abuse of a student will be reported to the student's parents and promptly investigated. An employee who knows of or suspects child abuse must also report his or her knowledge or suspicion to the appropriate authorities, as required by law. See below *Reporting Suspected Child Abuse* for additional information.

All employees are responsible for being aware of District policies governing harassment of students. Policies DF and FFH are included in the Appendix of this handbook.
The definition of solicitation of a romantic relationship as per District Policy DF (LEGAL) is as follows:

1. Behavior, gestures, expressions, communications, or a pattern of communication with a student that is unrelated to the educator's job duties and that may reasonably be interpreted as encouraging the student to form an ardent or exclusive emotional attachment to the educator, including statements of love, affection, or attraction. When evaluating whether communications constitute the solicitation of a romantic relationship, the following may be considered:
    a. The nature of the communications;
    b. The timing of the communications;
    c. The extent of the communications
    d. Whether the communications were made openly or secretly;
    e. The extent to which the educator attempted to conceal the communications;
    f. If the educator claims to be counseling a student, TEA staff may consider whether the educator's job duties included counseling, whether the educator reported the subject of

the counseling to the student's guardians or to the appropriate school personnel, or, in the case of alleged abuse or neglect, whether the educator reported the abuse or neglect to the appropriate law enforcement agencies; and

g. Any other communications tending to show that the educator solicited a romantic relationship with a student.

2. Making inappropriate comments about a student's body.
3. Making sexually demeaning comments to a student.
4. Making comments about a student's potential sexual performance.
5. Requesting details of a student's sexual history.
6. Requesting a date.
7. Engaging in conversations regarding the sexual problems, preferences, or fantasies of either party.
8. Inappropriate hugging, kissing, or excessive touching.
9. Suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage.
10. Any other acts tending to show that the educator solicited a romantic relationship with the student, including providing the student with drugs or alcohol.

Reporting Suspected Child Abuse

Policies: DG, ~~FFG,~~ GRA

All employees are required by state law to report any suspected child abuse or neglect to a law enforcement agency, Child Protective Services (CPS), or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering a facility) within 48 hours of the event that led to the suspicion. Alleged abuse or neglect involving a person responsible for the care, custody, or welfare of the child (including a teacher) must be reported to CPS. Abuse is defined by the Texas Family Code §261.001 and also includes any sexual conduct involving an educator and a student or minor.

Employees are also required to make a report if they have cause to believe that an adult was a victim of abuse or neglect as a child and they determine in good faith that the disclosure of the information is necessary to protect the health and safety of another child, elderly person, or person with a disability.

Reports to Child Protective Services can be made online at https://www.txabusehotline.org/Login/Default.aspx (956)-546-5591 or to the Texas Abuse Hotline (800-252-5400). State law specifies that an employee may not delegate to or rely on another person or administrator to make the report.

Under state law, any person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. In addition, the District is prohibited from taking an adverse employment action against a certified or licensed professional who, in good faith, reports child abuse or neglect or who participates in an investigation regarding an allegation of child abuse or neglect.

An employee's failure to report suspected child abuse may result in prosecution as a Class A misdemeanor. The offense of failure to report by a professional may be a state felony if it is shown the individual intended to conceal the abuse or neglect. In addition, a certified employee's failure to report suspected child abuse may result in disciplinary procedures by SBEC for a violation of the *Code of Ethics and Standard Practices for Texas Educators.*

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the campus principal. This includes students with disabilities who are no longer minors. Employees are not required to report their concern to the principal before making a report to the appropriate agencies. In addition, employees must cooperate with investigators of child abuse and neglect. Reporting the concern to the principal does not relieve the employee of the requirement to report to the appropriate state agency. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

Child Sexual Abuse

Policies: DF, DG, DH, FFG & GRA

The district has established a plan for addressing child sexual abuse, which may be accessed at the District's Website under District Improvement Plan, Section IX-Health and Physical Education. As an employee, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused. Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect to law enforcement or to a Child Protective Services (CPS). Employees are required to follow the procedures described above in *Reporting Suspected Child Abuse.*

Reporting Crime

Policy: DG

The Texas Whistleblower Act protects district employees who make good faith re-ports of violations of law by the district to an appropriate law enforcement authority. The district is prohibited from suspending, terminating the employment of, or taking other adverse personnel action against, an employee who makes a report under the Act. State law also provides employees with the right to report a crime witnessed at the school to any peace officer with authority to investigate the crime.

Fraud and Financial Impropriety

Policy: CAA

All employees should act with integrity and diligence in duties involving the district's financial resources. The district prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety shall include but not be limited to the following:

- Forgery or unauthorized alteration of any document or account belonging to the district;
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document;
- Misappropriation of funds, securities, supplies, or other district assets, including employee time;
- Impropriety in the handling of money or reporting of district financial transactions;
- Profiteering as a result of insider knowledge of district information or activities;
- Unauthorized disclosure of confidential or proprietary information to outside parties;
- Unauthorized disclosure of investment activities engaged in or contemplated by the District;

- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the district; except as otherwise permitted by law or district policy.
- Inappropriately destroying, removing, or inappropriately using records, furniture, fixtures, or equipment;
- Failing to provide financial records required by federal, state or local entities;
- Failure to disclose conflicts of interest as required by law or district policy;
- Any other dishonest act regarding the finances of the District.
- Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Conflict of Interest

Policy: DBD

Employees are required to disclose to their supervisor any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of the District. This includes the following:

- A personal financial interest
- A business interest
- Any other obligation or relationship
- Non-school employment

Gifts and Favors

Policy: DBD

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks may result in prosecution of a Class B misdemeanor offense. This does not include staff development, teacher training, or instructional materials, such as maps or worksheets, that convey information to students or contribute to the learning process. Employees are responsible for being familiar with District Policy DBD (LOCAL) and other restrictions and activities that could create a conflict of interest.

Associations and Political Activities

Policy: DGA

The District will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work. Use of District resources, including work time, for political activities is prohibited.

The district encourages personal participation in the political process, including voting. Employees who need to be absent from work to vote during the early voting period or on election day must communicate with their immediate supervisor prior to the absence.

Charitable Contributions

Policy: DG

The Board or any employee may not directly or indirectly require or coerce an employee to make a contribution to a charitable organization or in response to a fundraiser. Employees cannot be required to attend a meeting called for the purpose of soliciting charitable contributions. In addition, the Board or any employee may not directly or indirectly require or coerce an employee to refrain from making a contribution to a charitable organization or in response to a fundraiser or attending a meeting called for the purpose of soliciting charitable contributions.

Alcohol and Drug Abuse Prevention

Policy: DH (Local)

The Brownsville Independent School District is committed to maintaining an alcohol and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed.

Drug-Free Workplace Requirements

Policies: DH & DI

The District prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, and alcohol in the workplace. *41 U.S.C. 702(a)(1)(A); 28 TAC 169.2*

The District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. *41 U.S.C. 702(a)(1)(B); 28 TAC 169.2*

Employees who violate this prohibition shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, termination from employment with the District, and referral to appropriate law enforcement officials for prosecution. [See policies at DH and DHE] *41 U.S.C. 702(a)(1)(A); 28 TAC 169.2*

Compliance with these requirements and prohibitions is mandatory and is a condition of employment. As a further condition of employment, an employee shall notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Within ten days of receiving such notice—from the employee or any other source—the District shall notify the granting agency of the conviction. *41 U.S.C. 702(a)(1)(D),(E).*

Within 30 calendar days of receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action

against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703

Tobacco Products and E-Cigarette Use

Policies: DH, FNCD & GKA

State law prohibits smoking ~~or~~ using tobacco products, or e-cigarettes on all district-owned property and at school-related or school-sanctioned activities, on or off school property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking, using tobacco products or e-cigarettes while inside the vehicle. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings.

Criminal History Background Checks

Policy: DBAA

Employees may be subject to a review of their criminal history record information at any time during employment. National criminal history checks based on an individual's fingerprints, photo, and other identification will be conducted on all employees and entered into the Texas Department of Public Safety (DPS) Clearinghouse. This database provides the District and SBEC with access to an employee's current national criminal history and updates to the employee's subsequent criminal history.

The District shall also obtain all criminal history record information that relates to part-time employees and substitute teachers for the District or shared services arrangement through the Department of Public Safety's criminal history clearinghouse. [See DBAA] *Education Code 22.0836*

Employee Arrests and Convictions

Policy: DH

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
   - Dishonesty; fraud; deceit;
   - Theft; misrepresentation;
   - Deliberate violence;
   - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
   - Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;

- Felonies involving driving while intoxicated (DWI)
- Acts constituting abuse or neglect under the Texas Family Code.

If an educator is arrested or criminally charged, the superintendent is also required to report the educators' criminal history to the Division of Investigations at TEA.

Possession of Firearms and Weapons

Policies: DH, FNCG & GKA

Employees, visitors, and students are prohibited from bringing firearms, knives, clubs or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-sponsored activity takes place. To ensure the safety of all persons, employees who observe or suspect a violation of the District's weapons policy should report it to their supervisors or call the Brownsville Independent School District Police Department at (956) 698-2085 immediately.

Searches

Policy: DHE

Non-investigatory searches in the workplace including accessing an employee's desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are hereby notified that they have no legitimate expectation of privacy in those places. In addition, the district reserves the right to conduct searches when there is reasonable cause to believe a search will uncover evidence of work-related misconduct. Such an investigatory search may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. The district may search the employee, the employee's personal items, and work areas including district-owned technology resources, lockers, and private vehicles parked on district premises or work sites or used in district businesses.

Employees Required to have Commercial Driver's License

Policy: DHE

Any employee whose duties require a commercial driver's license (CDL) is subject to drug and alcohol testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people counting the driver, drivers of large vehicles, or drivers of vehicles used in the transportation of hazardous materials. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements if their duties include driving.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted when reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and as a follow-up measure. Testing may be conducted following accidents. Return to duty and follow-up testing will be conducted if an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol or drugs is allowed to return to duty.

All employees required to have a CDL or who otherwise are subject to alcohol and drug testing will receive a copy of the district's policy, the testing requirements, and detailed information on alcohol and drug abuse and the availability of assistance programs.

Driver's License Review

Any employee whose duties require them to drive will be required to maintain an acceptable driving record as determined by the District. Reviews will be conducted regularly by the Human Resource Department in coordination with the District's Insurance Carrier.

Theft

Theft or misappropriation of District property by employees is prohibited and is grounds for disciplinary action up to and including termination. Theft as defined in Section 31.03 constitutes a single offense superseding the separate offenses previously known as theft, theft by false pretext, conversion by a bailee, theft from the person, shoplifting, acquisition of property by threat, swindling, swindling by worthless check, embezzlement, extortion, receiving or concealing embezzled property, and receiving or concealing stolen property. Acts 1973, 63rd Leg., p. 883, Ch. 399, § 1, eff. Jan. 1, 1974. Amended by Acts 1993, 73rd Leg., Ch. 900, § 1.01, eff. Sept. 1, 1994.

A PERSON COMMITS AN OFFENSE IF HE/SHE UNLAWFULLY APPROPRIATES PROPERTY WITH INTENT TO DEPRIVE THE OWNER OF PROPERTY.

Appropriation of property is unlawful if:

1. It is without the owner's effective consent;
2. The property is stolen and the actor appropriates the property knowing it was stolen by another; or
3. Property in the custody of any law enforcement agency was explicitly represented by any law enforcement agent to the actor as being stolen and the actor appropriates the property believing it was stolen by another.

Visitors in the Workplace

All visitors are expected to enter any District facility through the main entrance and sign in or report to the building's main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on the district premises should immediately direct him or her to the building office or contact the administrator in charge.

CHAPTER 8

General Practices

Academic and Traditional Calendar

A log of the following school calendars is maintained on the District web site at www.bisd.us

ACADEMIC CALENDARS	TRADITIONAL CALENDARS
● Academic Calendar	● Classified Calendar
● Instructional Calendar	● Certified Calendar

Attending College

The following restrictions will apply for employees requesting time off their regular work schedule in order to attend college courses during the day. Outside of the exceptions noted below, employees will not be authorized to request a day off or an altered schedule in order to attend college courses. Employees are required to work their full work schedule.

An exception or waiver will be made only for those employees lacking 30 hours to obtain their college degree ***in a certified teaching field***. The following restrictions will apply:

1. The employee must obtain approval from the Administrator **prior** to registering for their required course(s). The Administrator must coordinate the requests in order not to disrupt the required workflow of the department or campus.

2. The employees requesting this waiver must be following an approved teaching degree plan.

3. The employee must provide a copy of the degree plan to the Administrator upon request.

4. The employee must demonstrate that the course(s) are not available during the evening hours.

5. The hours must be made up within the scheduled pay week and must be supervised.

Authorized Use of Equipment

School equipment and supplies are not available for use, rent, or loan outside of school facilities.

Employee Directories

Policy: GBA

A directory is prepared by the District listing employee names, addresses, telephone numbers, and assignments. Individuals may choose NOT to list their addresses and telephone numbers. Directories are public information and are available through the Public Information Office.

Employee Directories

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the District. Employees are recognized at board meetings, in the district newsletter, and through special events and activities. Recognition and appreciation activities also include the Annual Employee Awards Night, which recognizes our long-term employees and retirees.

Name and Address Changes

It is important that employment records be kept up to date. Employees must notify the Human Resource Department if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. Forms to process a change in personal information may be obtained from the Human Resource Department or on-line at: http://www.bisd.us/humanresources/Downloads/01_Forms/01-ChangeofPersonalDataFormCertifiedClassified.pdf.

Personnel Records

The District maintains current and complete personnel records of all employees according to TEA rules and guidelines and local administrative requirements. It is the responsibility of each employee to promptly notify the District of any changes in personnel data. Names, personal mailing addresses and telephone numbers should be accurate and current at all times. If any personnel data has changed, you should contact the Human Resource Department at 548-8031 or 548-8051.

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

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

The choice to not allow public access to this information may be made at any time by submitting a written request to the Human Resource Department. New or terminating employees have 14 days after hire to submit a request. Otherwise, personal information will be released to the public.

Purchasing Procedures

Policy: CH & Administrative Guidelines

All requests for purchases must be submitted to the Purchasing Department on the official online purchase order system. No purchases, charges, or commitments to buy goods or services for the District can be made without a Purchase Order number. The District will not reimburse employees or assume responsibility for purchases made without authorization. Employees are not permitted to purchase supplies or equipment for personal use through the District's business office. Contact your supervisor and the Purchasing Department for additional information on purchasing procedures.

Return of District Property

Policy: CFB

Employees are responsible for all property, materials, ID badges, or written information issued to them or in their possession or control. Employees must return all BISD property immediately upon request or upon termination of employment. Where permitted by applicable laws, the District will enforce said laws to recover all lost items or reimbursement of lost items that are not returned when required. BISD may also take all action deemed appropriate to recover or protect its property. All questions regarding this policy and its implementation procedures shall be directed to the Warehouse/Fixed Assets department at 548-8375.

CHAPTER 9

District Communications

Access to Public Information

"Public information means information that is collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business by the Board or for the Board and to which the Board has a right of access. *Gov't Code 552.002(a)* Public information is available, at a minimum, to the public during the District's normal business hours. *Gov't Code 552.021*

The Board or the Public Information Officer voluntarily may make part or all of its records available to the public, unless the disclosure is expressly prohibited by law or the records are confidential by law. [*Gov't Code 552.007]*

Procedures for Obtaining Public Information

Policies: GBA & GBAA

Public records shall be made available in accordance with policy GBA. You are asked to include enough description and detail about the information requested to enable the governmental body to accurately identify and locate the information requested. Cooperate with the District's reasonable efforts to clarify the type or amount of information requested.

The following guidelines shall apply:

1. Requests for records shall be made in writing on the District form provided.
2. The District shall indicate the disposition of the request and notify the person making the request of the action taken.
3. The requestor agrees to pay the duplication costs at the rate adopted by the Board if the cost does not exceed $40.00. If the cost will exceed $40.00 the District will provide an estimate of charges. [see GBAA (EXHIBIT)]
4. Records shall be made available after a statement of charges [see GBAA (EXHIBIT)] has been prepared.
5. Payment shall be made to the custodian of records.

Contact the Public Information Office for additional information regarding copying costs, repetitious requests, and copy limits at:

Brownsville I.S.D.
Public Information Office
1900 Price Rd., Ste. 101
Brownsville, TX. 78521-2417

956-548-8000

Fax: 956-548-8010
Pio@bisd.us

Broadcast of School Events

Policy: GBAA

The broadcast or telecast of school events shall be in accordance with UIL rules and shall not identify the schools with the promotion of any commercial or political enterprise. All such coverage shall be with the prior approval of the Superintendent. Media activities shall not be allowed to disturb or disrupt the instructional program of the schools.

Technology Resources

Policy: CQ

The District's technology resources systems, including its networks, email accounts, devices connected to its networks, and all district-owned devices used on or off school property is primarily for administrative and instructional purposes. Employees are required to abide by the provisions of the district's communications systems agreement and administrative procedures. Failure to do so can result in suspension or termination of privileges and may lead to disciplinary action up to and including termination. Employees with questions about computer use and data management may contact BISD Instructional Technology Dept. at (956)548-8241. Electronic mail transmissions and other use of the electronic communications systems are not confidential and can be monitored at any time to ensure appropriate use.

Forging email, including concealment of the sender's identity, is prohibited. An email address of a member of the public that is provided for the purpose of communicating electronically with the District is confidential and not subject to disclosure unless the member of the public affirmatively consents to its release.

This confidentiality does not apply to an email address:

1. Provided to the District by a person who has a contractual relationship with the District or by the contractor's agent;
2. Provided to the District by a vendor who seeks to contract with the District or by the vendor's agent;
3. Contained in a response to a request for bids or proposals, contained in a response to similar invitations soliciting offers or information relating to a potential contract, or provided to the District in the course of negotiating the terms of a contract or potential contract; or
4. Provided to the District on a letterhead, coversheet, printed document, or other document made available to the public.

The District may also disclose an email address for any reason to another governmental body or to a federal agency. *Gov't Code 552.137*

Acceptable Use

Policy: CQ

Access to the District's electronic communications system is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the system and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct] Violations of law may result in criminal prosecution as well as disciplinary action by the District.

Access to the District's *electronic communications* system, including the Internet and its network access to the Internet, is primarily for instructional and administrative purposes and in accordance with administrative guidelines.

Limited personal use of the system shall be permitted if the use:

- Imposes no tangible cost on the District;
- Does not unduly burden the District's computer or network resources; and
- Has no adverse effect on an employee's job performance or on a student's academic performance.

Intellectual Property Rights

Policy: CQ

As agents of the District, employees shall have limited rights to work they create using the District's electronic communications system. The District shall retain the right to use any product created in the scope of a person's employment even when the author is no longer an employee of the District.

Intentionally destroying anything stored on the computer system, including anything stored in primary or random access memory is prohibited. Deliberately performing any act that will seriously impact the operation of the computer system is prohibited. This includes, but is not limited to, tampering with components of a local area network (LAN) or the high-speed backbone network, otherwise blocking communication lines, or interfering with the operational readiness of a computer or peripheral.

Electronic mail transmissions and other use of the electronic communications system by students and employees shall not be considered private. Designated District staff shall be authorized to monitor such communication at any time to ensure appropriate use.

Personal Use of Electronic Communications

Policies: CQ & DH

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (email), web logs, (blogs), wikis, electronic forums (chat rooms), video sharing websites (e.g. YouTube), editorial comments posted on the Internet, and social network sites (e.g. Facebook, Twitter, LinkedIn, Instagram). Electronic media also includes all forms of telecommunications such as landlines, cell phones, and web-based applications.

As role models for the district's students, employees are responsible for their public conduct even when they are not acting as district employees. Employees will be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee's use of electronic media interferes with the employee's ability to effectively perform his or job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes the employee is responsible for the content on the employee's page, including content added by the employee, the employee's friends, or members of the public who can access the employee's page, and for Web links on the employee's page. The employee is also responsible for maintaining privacy settings appropriate to the content.

An employee who uses electronic media for personal purposes shall observe the following:

- The employee may not set up or update the employee's personal social network pages(s) using the district's computers, network, or equipment.
- The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, meal times, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct district business.
- The employee shall not use the district's logo or other copyrighted material of the district without express, written consent.
- An employee may not share or post, in any format, information, videos, or pictures obtained while on duty or on district business unless the employee first obtains written approval from the employee's immediate supervisor. Employees should be cognizant that they have access to information and images that, if transmitted to the public, could violate privacy concerns.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educator's Code of Ethics, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:
    - Confidentiality of student records. [See Policy FL]
    - Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. [See ~~Policy~~ DH (Exhibit)]
    - Confidentiality of district records, including educator evaluations and private email addresses. [See Policy GBA]
    - Copyright law [See Policy EFE]
    - Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See Policy DH (EXHIBIT)]

See *Use of Electronic Communications between Employees, Students, and Parents* below, for regulations on employee communication with students through electronic media.

Electronic Communications Between Employees, Students, and Parents

Policy: DH

In accordance with administrative regulations, a certified or licensed employee, or any other employee designated in writing by the Superintendent or a campus principal, may use electronic media to communicate with currently enrolled students about matters within the scope of the employee's professional responsibilities. All other employees are prohibited from using electronic media to communicate directly with students who are currently enrolled in the District. The regulations shall address:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with students;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

An employee is not subject to these provisions to the extent the employee has a social or family relationship with a student. For example, an employee may have a relationship with a niece or nephew, student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. An employee who claims an exception based on a social relationship shall provide written consent from the student's parent. The written consent shall include an acknowledgement by the parent that:

- The employee has provided the parent with a copy of this protocol
- The employee and the student have a social relationship outside of school;
- The parent understands that the employee's communications with the student are excepted from district regulation; and
- The parent is solely responsible for monitoring electronic communications between the employee and the student.

The following definitions apply for the use of electronic media with students:

- ✓ **Electronic media** includes all forms of social media, such as text messaging, instant messaging, electronic mail (email), web logs (blogs), wikis, electronic forums (chat rooms), video-sharing Web sites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, Twitter, LinkedIn, Instagram and Snapchat). Electronic media also includes all forms of telecommunications such as landlines, cell phones, and Web-based applications.

- ✓ **Communicate** means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to district regulations on personal electronic communications. See Personal Use of Electronic Media, above. Unsolicited contact from a student through electronic means is not a communication.

Certified or licensed employee means a person employed in a position requiring SBEC certification or a professional license, and whose job duties may require the employee to communicate electronically with students. The term includes classroom teachers, counselors, principals, librarians, paraprofessionals, nurses, educational diagnosticians, licensed therapists, and athletic trainers.

An employee who uses electronic media to communicate with students shall observe the following:

- The employee shall include at least one of the student's parents or guardians as a recipient on each electronic communication to the student so that the student and parent receive the same message;
- The employee shall include his or her immediate supervisor as a recipient on each electronic communication to the student so that the student and supervisor receive the same message.

✓ The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with an extracurricular duty, matters relating to the extracurricular activity.)

✓ The employee is prohibited from knowingly communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for the purpose of communicating with students. The employee must enable administration and parents to access the employee's professional page.

✓ The employee shall not communicate directly with any student after an hour set by his campus Principal. An employee may, however, make public posts to a social network site, blog, or similar application at any time.

✓ The employee does not have a right to privacy with respect to communications with students and parents.

✓ The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educator's Code of Ethics including:

- Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records. [See Policies CPC and FL]
- Copyright law [Policy EFE]
- Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy DH]
- Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with one or more currently-enrolled students.
- Upon written request from a parent or student, the employee shall discontinue communicating with the student through email, text messaging, instant messaging, or any other form of one-to-one communication.

- All staff are required to use school email accounts for all electronic communications with parents. Communication about school issues through personal email accounts or text messages are not allowed as they cannot be preserved in accordance with the district's record retention policy.

- An employee may request an exception from one or more of the limitations above by submitting a written request to his or her immediate supervisor.

- An employee shall notify his supervisor in writing within one business day if a student engages in an improper electronic communication with the employee. The employee should describe the form and content of the electronic communication.

Public Information on Private Devices

Policy: DH

Employees should not maintain district information on privately owned devices. Any district information must be forwarded or transferred to the district to be preserved. The district will take reasonable efforts to obtain public information in compliance with the Public Information Act. Reasonable efforts may include:

- Verbal or written directive
- Remote access to district-owned devices and services

Computer Software

Policy: EFE

Unless otherwise provided in the purchase agreement, a purchased computer program shall not be used to make copies. A computer program may be legally copied only if:

1. Making a copy is an essential step in using the program (such as automatic copying into memory when a program is loaded); or
2. The new copy is a backup; backups cannot be used simultaneously with the original and must be erased if the original is resold.

District employees shall not use the same program on more than one computer at a time unless the purchase agreement or written permission from the vendor allows the District to network the program or allows other specified multiple use of the single copy.

Copyrighted Materials

Policies: CQ & EFE

Employees are expected to comply with the provisions of federal copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.) Rented videos are to be used in the classroom for educational purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

Telephone and Mail System Use

Personal use of telephone for long-distance and toll calls is not permitted. Employees should practice discretion in using District telephones when making local personal calls. To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

The use of BISD-paid postage for personal correspondence is not permitted.

Internal-Campus Mail Delivery

Policy: CPAB

The District is prohibited by the Private Express Statutes from carrying unstamped letters over postal routes unless:

1. The letters relate to the current business of the District to an extent sufficient to satisfy the "letters of the carrier" exception; or

2. The carriage of the letters is without any compensation, direct or indirect, to the District so as to satisfy the "private hands" exception.

Regents of the Univ. of Cal. System v. Public Employee Relations Board, 485 U.S. 589, 108 S. Ct. 1404 (1988); 39 U.S.C. 601-606; 18 U.S.C. 1693-1699

Use of Internal Mail System

Policies: CPAB & GKD

The District mail system for delivering items between District buildings shall not be available for use other than official school business. With the permission of the Superintendent or designee, internal mailboxes at an individual campus may be used by campus employees and school-sponsored or school support groups affiliated with that campus. All intra-district mail must contain a return address.

CHAPTER 10

Complaints and Grievances

Grievance Procedures

Policy: DGBA

In an effort to hear and resolve employee concerns or complaints in a timely manner and at the lowest administrative level possible, the Board has adopted an orderly grievance process. Employees are encouraged to discuss their concerns or complaints with their supervisors or an appropriate administrator at any time.

The formal process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the Board of Trustees. For ease of reference, District Policy DGBA concerning the process of bringing forward concerns and complaints is reprinted in the Appendix. http://pol.tasb.org/Home/Index/254

Whistleblower Complaints

Policy: DG

Whistleblower complaints shall be filed within the time specified by law. Such complaints shall first be filed in accordance with Level Two. Time lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 days of the initiation of the complaint.

CHAPTER 11

Safety Issues

Policy: CK (Series)

The District has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. See Emergencies on page 80 for additional information.

To prevent or minimize injuries to employees, coworkers, and students and to protect and conserve District equipment, *employees must comply with the following requirements:*

GUIDELINES	**Questions or Concerns** **May be Reported To:**
• Observe ALL safety rules • Keep work areas clean and orderly at all times • Immediately report all accidents to their supervisor • Operate only equipment or machines for which they have training and authorization	• The immediate Supervisor • Safety Coordinator@ **548-1374** • Employee Benefits/Risk Management Department @ **548-8061**

~~Bad Weather~~ Emergency School Closing

The District may close schools because of severe weather, epidemics, or other emergency conditions. District employees are reminded to refer to the Public Information Office for information on school closings and inclement weather procedures. In the case of a full-day closing, the Superintendent or designee will notify media sources. Your best source of information regarding school closures is local television and radio stations, the District's webpage at www.bisd.us, and KBSD TV, the District's instructional Television Station. If there is no announcement, parents can assume school is in session and buses will run as usual. As always, parents have the right and responsibility to determine what is best for their child.

Parents who have concerns about their children getting to school safely are urged to use their discretion about sending them to school.

Plan ahead for unexpected early dismissal - Please be certain that your children know the procedure you want them to follow if bad weather occurs during the day and students are dismissed early. Have an emergency plan and review it from time to time. When school is cancelled in the middle of the day, the school district will provide as much lead time as possible so families can make child care and transportation arrangements.

Families are asked to consider the following tips in preparing for inclement weather:

- Consider your childcare options if school is closed for the full day
- Consider your arrangements, if school dismisses early (talk with a neighbor about checking in on your child, make plans to have an adult in the home after dismissal.
- Talk with your child's daycare program regarding their inclement weather policy.
- If you plan to pick your child up from school, make sure the school is notified in advance.
- Make sure you have proper identification to pick up your child.
- Normal school procedures must be followed in picking up children from school.

Asbestos Management Plan

Policy: CKA

The District is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for each school. A copy of the District's management plan is kept in the Department/Campus Administration Office and is available for inspection during normal business hours.

Pest Control Treatment

Policies: CLB & DI

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or herbicide must be done in a manner prescribed by law and the district's integrated pest management program.

Notices of planned pest control treatment will be posted in a district building 48 hours before the treatment begins. In addition, individual employees may request in writing to be notified of pesticide applications. An employee who requests individualized notice will be notified by telephone, written or electric means. Pest control information sheets are available from campus principals or facility managers upon request.

Emergencies

Policy: CKC

All employees should be familiar with the safety procedures for responding to emergencies, including a medical emergency. Employees should locate evacuation diagrams posted in their work areas and be familiar with shelter in place, lockout, and lockdown procedures. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees should know the location of these devices and procedures for their use.

Extracurricular Activity Safety Training

Policies: DBA & DMA

Certain employees who are involved in physical activities for students must maintain and submit to the district proof of current certification or training in first aid, cardiopulmonary resuscitation (CPR), the use of an automated external defibrillator (AED), and extracurricular athletic activity safety. Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, University Interscholastic League, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification or documentation to their Principal by August 01, 2012

School Nurses and employees with regular contact with students must complete a Texas Education Agency approved, online training regarding seizure disorder awareness, recognition, and related first aid.

Information on Texas Education Agency requirements is available on the TEA Web site at http://ritter.tea.state.tx.us/taa/health042109.html.

CHAPTER 12

Student Issues

Equal Educational Opportunities

Policies: FB & FFH

The Brownsville Independent School District does not discriminate on the basis of race, color, religion, national origin, sex, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Questions or concerns about discrimination against students based on any of the reasons listed above should be directed to the Assistant Superintendent for Human Resources at 698-0210.

Administering Medication to Students

Policy: FFAC

Only designated employees may administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. A student who must take medication during the school day must bring a written request from his or her parent and the medicine in its original, properly labeled container. Contact the principal or school nurse for information on procedures that must be followed when administering medication to students.

Bullying

Policy: FFI

All employees are required to report student complaints of bullying to their campus principal. The district's policy includes definitions and procedures for reporting and investigating bullying of students and can be found in District Policies.

Campus Activity Fund

Policy: CFD (Local)

The principal shall be authorized to expend funds from the campus administrative activity fund to be used for activities of the students, faculty, staff, or campus. For fund raising activities see District Policy FJ.

Accounting Activity Funds Management

Policy: GE (Local)

The Superintendent, principal, and sponsor, as applicable, shall be responsible for the proper administration of District and campus activity funds and student funds in accordance with state law and local policy, District approved accounting practices and procedure, and the TEA Financial Accountability System Resource Guide at: https://tea.texas.gov/Finance_and_Grants/Financial_Accountability/Financial__Accountability_System_Resource_Guide/

Relations with Parent Organizations

All community and school support organization fundraising efforts shall fall within federal, state and District guidelines and shall be for the purpose of supporting the school program or group activity for which the organization was formed [See GKB]

Dietary Supplements

Policies: DH & FFAC

District employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her school district duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

Hazing

Policy: FNCC

Students must have prior approval from the principal or designee for any type of "initiation rites" of a school club or organization. While most initiation rites are permissible, engaging in or permitting "hazing" is a criminal offense. Any teacher, administrator, or employee who observes a student engaged in any form of hazing; who has reason to know or suspect that a student intends to engage in hazing; or has engaged in hazing must report that fact or suspicion to the designated campus administrator.

Notification to Parents Regarding Qualifications

Policies: DK & DBA

In schools receiving Title 1 funds, the District is required by the Every Student Succeeds Act (ESSA) to notify parents at the beginning of each school year that they may request information regarding the professional qualifications of their child's teacher. **ESSA** also requires that parents be notified if their child has been assigned, or taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements.

Texas law also requires that parents be notified if their child is assigned for more than 30 consecutive instructional days to a teacher who does not hold an appropriate teaching certificate.

This notice is not required if parental notice under ESSA is sent. Inappropriately certified or uncertified teachers include individuals on an emergency permit (including individuals waiting to take a certification exam) or individuals who do not hold any certificate or permit. Information relating to teacher certification will be made available to the public upon request. Employees who have questions about their certification status can call Certified Human Resource Department at 548-8031.

Parent and Student Complaints

Policy: FNG

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the Board has adopted orderly processes for handling complaints on different issues. Any campus office or the Superintendent's office can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teachers or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved to their satisfaction should be directed to the campus principal. The formal complaint process provides parents and students with an opportunity to be heard up to the highest level of management if they are dissatisfied with a principal's response.

Psychotropic Drugs

Policy: FFAC

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood-or behavior-altering substance.

District employees are prohibited by state law from doing the following:

- Recommending that a student use a psychotropic drug;
- Suggesting a particular diagnosis; and/or
- Excluding from class or school-related activity a student whose parent refuses to consent to a psychiatric evaluation or to authorize the administration of a psychotropic drug to a student.

Student Attendance

Policy: FEB

Teachers and staff should be familiar with the District's policies and procedures for attendance accounting. These procedures require students to have parental consent before they are allowed to leave campus. When absent from school, the student, upon returning to school, must bring a note signed by the parent that describes the reason for the absence. These requirements are addressed in campus training and in the student handbook. Contact the campus principal for additional information.

Student Conduct and Discipline

Policies: FN (Series) and FO (Series)

Students are expected to follow the classroom rules, campus rules, and rules listed in the Student Handbook and Student Code of Conduct. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by the district. The discipline management techniques and the prohibited disciplinary consequences are listed on page 5 of the 2018 - 2019 & 2019 – 2020 Student Code of Conduct Student-Parent Handbook. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or campus principal.

Student Records

Policy: FL

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student's records.

- ✓ Parents: Married, separated, or divorced unless parental rights have been legally terminated and the school has been given a copy of the court order terminating parental rights.
- ✓ The student (if 18 or older or emancipated by a court)
- ✓ School officials with legitimate educational interests.

The student handbook provides parents and students with detailed information on student records.

Videotape or Recording

Policy: EHA

A District employee is not required to obtain the consent of a child's parent before the employee may videotape the child or record the child's voice if the videotape or recording is to be used only for a purpose related to the regular classroom instruction. *Education Code 26.009(b) (3)*

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

EMPLOYEE HANDBOOK

2019 - 2020

EMPLOYEE HANDBOOK

ACKNOWLEDGEMENT FORM
2019 - 2020

Employee Status
□ Full-Time
□ Part-Time

Dr. Rene Gutierrez
Superintendent of Schools

EMPLOYEE NAME (LEGAL NAME**)**

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

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

I hereby acknowledge my responsibility to the following information:

_____
Initials

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

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

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

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

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

EMPLOYEE SIGNATURE	**DATE**

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

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

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

Employee Handbook

BOARD OF TRUSTEES

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Vice President

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Drue Brown

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Laura Perez-Reyes

Superintendent of Schools

Dr. Rene Gutierrez

Disclaimer

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

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

Topic	Page Number	Description of Changes
The District	1	***Deleted*** *46,000* ***Added*** *43,000*
Board of Trustees	1	***Deleted*** *series*
Equal Employment Opportunity	3	***Deleted*** *Miguel Salinas*
	3	***Added*** *Carmelita Rodriguez*
Vacancy Announcements	3	***Deleted*** *are distributed*
	3	***Added*** *are posted*
	3	***Deleted*** *calendar*
	3	***Added*** *school*
Form I-9	6	***Deleted*** *The District must retain the Form I-9 for three years after the date the person begins work or one year after the person's employment is terminated, whichever is later*
	6	***Added*** *The District must retain the Form I-9 for three years after the date of hire or one year after the date employment ends, whichever is later. The forms should be stored separately from other personnel files.*
Absenteeism and Tardiness	14	***Deleted*** *Tardiness Section*
Professional Staff Development	16	***Deleted*** *Professional*
	16	***Added*** *Staff*
Substitute Workers	20	***Deleted*** *placed*
	20	***Added*** *hired*
Temporary Employees	20	***Deleted*** *placed*
	20	***Added*** *hired*
Overtime Compensation	23	***Added*** *reference to Policy DEC*
Travel Requests / Travel Expense Reimbursement	27	***Deleted*** *Texas State Comptroller's website*
	27	***Added*** *GSA's website*
	27	***Added*** *Meal receipts will not be required when using Local Funds (165 & 199), but for all other funds, the meal…..*
	27	***Added*** *The District reserves the right to determine the most economical means of travel. For rental cars, the employee will use the following standard to determine the size of the vehicle: Four or less: Standard Car/Sedan, Five to Six: Minivan. If a personal vehicle is used in lieu of rental car(s) to travel outside the Region One area, then the District will reimburse at the lower dollar amount between the rental car rate or the mileage reimbursement rate. In-District and Out-of-District mileage reimbursements will be paid at $0.45 per mile*
	27	***Deleted*** *Mileage expense shall be reimbursed for use of personal car at the rate of 45 cents per mile. Employees are required to calculate mileage by one of the following two methods (1) Odometer reading (point-to-point) for in district travel and the employee must maintain a mileage log (2) The online mapping source, Mapquest.com, must be used for out of district travel and the employee must print out the driving directions provided by the site and attach them to the reimbursement request.*
Benefits: Annuities	28	***Deleted*** *Mid America*
	28	***Added*** *US OMNI*
Benefits: Cafeteria Plan - Section 125	28	***Deleted*** *terminates employment, gets married, has a child, or has a death in the immediate family.*
	28	***Added*** *has a qualifying event as defined by the IRS. For information on qualifying events, please contact the Employee Benefits Department at 956-548-8061.*
Health Insurance Benefits	29	***Deleted*** *can..in*
	29	***Added*** *must review and..to*
	29	***Deleted*** *by written request. The application and premuim payment must be submitted within 30 days of eligibility, along with supporting documentation showing proof of relationship.*
	29	***Added*** *within 30 days of a qualifying event by submitting the application with the premium payment.*
Group Health Insurance	30	***Deleted*** *31*
	30	***Added*** *30*
Termination of Group Coverage	31	***Added*** *and the employee*
Other Insurance	31	***Deleted*** *gym membership, air ambulance*
Group Life Insurance	32	***Deleted*** *on or after the date you start continuous service with the district.*
	32	***Added*** *you are classified as a "full-time" employee with the District.*
COBRA	32	***Deleted*** *dental and vision coverage*

Topic	Page Number	Description of Changes
JURY DUTY	46	***Deleted*** *All employes are encouraged to serve jury duty if called. A copy of the jury duty notice is required to be submitted with the employee's absence from duty report. Employee's requests to be excused from service will not qualify as jury duty (in this circumstance, if the employee does not report to work, the employee must use personal leave).*
	46	***Added*** *The district provides paid leave to employees who are summoned to jury duty including service on a grand jury. Employees who report to the court for jury duty may keep any compensation the court provides. An employee should report a summons for jury duty to his or her supervisor as soon as it is received and may be required to provide the district a copy of the summons to document the need for leave.* *An employee may be required to report back to work as soon as they are released from jury duty. The supervisor may consider the travel time required and the nature of the individual's position when determining the need to report to work. A copy of the release from jury duty or documentation of time spent at the court may be required.*
Standards of Conduct	54	***Added*** *including intentionally making a false claim, offering false statements, or refusing to cooperate with a district investigation*
Code of Ethics	55	***Added*** *This chapter shall apply to educators and candidates for certification.*
Code of Ethics (Standard 1.2)	55	***Added*** *intentionally..recklessly*
Code of Ethics (Standard 1.14)	55	***Deleted*** *entire Standard.*
Dress Code and Grooming Guidelines	58	***Deleted*** *2018-2019*
	58	***Added*** *2019-2020*
Reporting Suspected Child Abuse	60	***Deleted*** *Reference to Policy DH*
	60	***Added*** *Alleged abuse or neglect involving a person responsible for the care, custody, or welfare of the child (including a teacher) must be reported to CPS*
	60	***Deleted*** *retaliating..an employee*
	60	***Added*** *taking an adverse employment action..a certified or licensed professional*
	60	***Added*** *The offense or failure to report by a professional may be a state felony if it is shown the individual intended to conceal the abuse or neglect.*
Child Sexual Abuse	61	***Added*** *Employees are required to..*
Associations and Political Activities	62	***Added*** *The district encourages personal participation in the political process, including voting. Employees who need to be absent from work to vote during the early voting period or on election day must communicate with their immediate supervisor prior to the absence.*
Personal Use of Electronic Communications	72	***Added*** *Electronic Communications between Employees, Students, and Parents.*
	72	***Deleted*** *Media with Students,*
Electronic Communications Between Employees…		***Change of Title***
	74	***From:*** *Electronic Communications Between Employees, and Students*
	74	***To:*** *Electronic Communications Between Employees, Students and Parents*
	74	***Added*** *All staff are required to use school email accounts for all electronic communications with parents. Communication about school issues through personal email accounts or text messages are not allowed as they cannot be preserved in accordance with the district's record retention policy.*
Safety Issues	79	***Added*** *See Emergencies on page 81 for additional information.*
Emergencies	80	***Deleted*** *All employees should be familiar with the safety procedures for responding to a medical emergency and the evacuation diagrams posted in their work areas. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees should know the location of these devices and procedures for their use.*
	80	***Added*** *All employees should be familiar with the safety procedures for responding to emergencies, including a medical emergency. Employees should locate evacuation diagrams posted in their work areas and be familiar with shelter in place, lockout, and lockdown procedures. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees should know the location of these devices and procedures for their use.*
Extracurricular Activity Safety Training	81	***Added*** *School Nurses and employees with regular contact with students must complete a Texas Education Agency approved, online training regarding seizure disorder awareness, recognition, and related first aid.*

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CHAPTER 1

General Information

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

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

The District

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

BISD Mission Statement

Policy: AE

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

Board of Trustees

Policies: BA, BB series, BD series and BE series

Texas law grants the Board of Trustees the power to govern and oversee the management of the district's schools. The Board is the policy-making body within the district and has overall responsibility for the curriculum, school taxes, and the annual budget, employment of the superintendent and other professional staff, and facilities. The Board has complete and final control over school matters within limits established by state and federal law and regulations.

The Board of Trustees is elected by the citizens of the district to represent the community's commitment to a strong educational program for the District's children. Trustees serve without

compensation, must be registered voters, and must reside in the district. A written notice of regular and special meetings will be posted on the District's website and posted at the Main Administrative Office at least 72 hours before the scheduled meeting time. The written notice will show the date, time, place and subjects of each meeting. In emergencies, a meeting may be held with a two-hour notice.
Regular Board meetings are scheduled once a month. All meetings are open to the public. Special meetings may be called when necessary. In certain circumstances, Texas law permits the Board to go into a closed session from which the public and others are excluded. Closed session may occur for such things as discussing prospective gifts or donations, real-property acquisition, certain personnel matters including employee complaints, security matters, student discipline, or consulting with attorneys regarding pending litigation.

CHAPTER 2

Employment

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

Equal Employment Opportunity

Policies: DAA, DIA

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

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

Employment Procedures

Vacancy Announcements

Policy: DC

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

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

New Position

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

Employment Application

Policy: DC & Administrative Procedures

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

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

Employment Reference Check

Policy: Administrative Procedures

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

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

Interview

Policy: DC

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

Principal's Approval

Policy: DK

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

Pre-Employment Inquires & Medical Examination

Policy: DBB

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

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

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

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

Reporting of Valid Positive Results

Policy: DHE

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

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

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

Form I-9

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

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

Recertification of Employment Authorization

Policy: DC

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

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

Certification and Licenses

Policy: DBA, DF

Professional employees whose positions require SBEC certification or professional license are responsible for taking actions to ensure their credentials do not lapse. Employees must submit documentation that they have passed the required certification exam and/or obtained or renewed their credentials to the Human Resources Department in a timely manner.

A certified employee’s contract may be voided without due process and employment terminated if the individual does not hold a valid certificate or fails to fulfill the requirements necessary to renew or extend a temporary certificate, emergency certificate, probationary certificate, or permit. A contract may also be voided if SBEC suspends or revokes certification because of an individual’s failure to comply with criminal history background checks. Contact the Human Resources Department if you have any questions regarding certification or licensure requirements.

Nepotism

Policy: DBE

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

Supervisory Capacity

Policy: DK

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

Board Members

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

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

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

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

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

Retirees

Policy: DBE

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

Superintendent

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

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

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

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

Affinity

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

Consanguinity

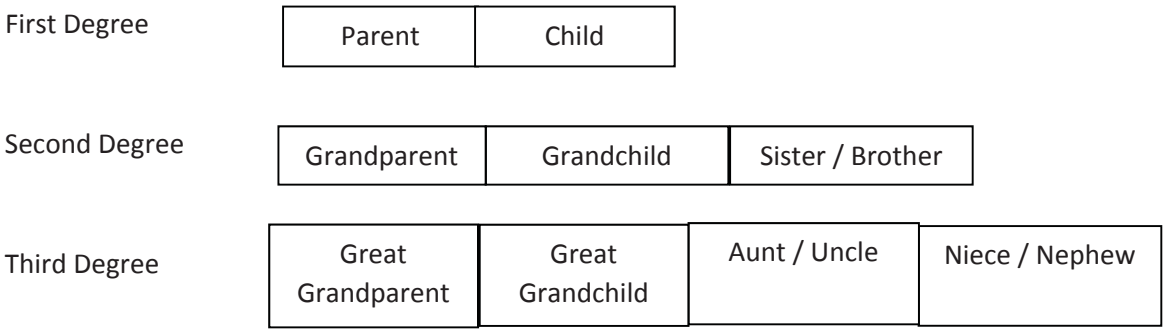
Policies: DBE & DK

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

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

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

Consanguinity (Blood) Kinship



Affinity (Marriage) Kinship

Policies: DBE & DK

The Board member or supervisor's spouse is the prospective employee.
(Marriage) Kinship

OR

Board member or supervisor's spouse is prospective employees:

OR

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

First Degree	Parent	Child	
Second Degree	Grandparent	Grandchild	Sister / Brother

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

Employment after Retirement

Individuals receiving retirement benefits from the Teacher Retirement System (TRS) may be employed under certain circumstances on a full- or part-time basis without affecting their benefits, according to TRS rules and state law. Detailed information about employment after retirement is available in the TRS publication *Employment after Retirement*. Employees can contact TRS for additional information by calling 800-223-8778 or 512-542-6400. Information is also available on the TRS website at www.trs.texas.gov.

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

Contract and Non-Contract Employees

Policy: DC Series

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

Probationary Contracts

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

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

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

Maximum Probationary Contract Period

Policy: DCA

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

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

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

Grounds for Termination of a Probationary Contract

Policy: DFAB

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

Continuing Contracts

Policies: DC, DCC, DFD, DFCA, DFE, DFAC, DFCA

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

Term Contracts

Policies: DC, DCB, DFBB, DFF, DFE & DFBA

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

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

Grounds for Dismissal of a Term Contract

Policies: DFBA & DFBB

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

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

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

Nonrenewal Reasons

Policy: DFBB

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

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

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

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

Noncertified Professional and Administrative Employees

Policies: DC & DCE

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

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

Paraprofessional and Auxiliary Employees

Policy: DCD

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

Breaks for Expression of Breast Milk

Policies: DEAB & DG

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

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

Criteria for Personnel Decisions

Policy: DAB

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

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

CHAPTER 3

Employment Practices

Personnel Records

Policies: DBA & GBA

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

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

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

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

Change of Personal Data

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

Outside Employment

Policy: DBD

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

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

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

Absenteeism and Tardiness

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

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

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

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

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

Assignments, Hours, Reassignments and Schedules

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

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

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

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

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

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

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

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

All Classified personnel shall adhere to the following guidelines:

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

Classified Employees

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

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

Elementary and Middle School

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

High School

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

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

Supplemental Duties

Policies: DC, DEA, DK and DL

Non-contractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

Breaks, Meal Periods and Rest Periods

Policy: DK (Regulation)

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

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

Performance Evaluations

Policies: DN Series

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

Staff Development

Policy: DMA

Professional or staff development activities are organized to meet the needs of employees and the District. Professional Development for instructional personnel is predominantly campus-based, related

to achieving campus performance objectives, addressed in the campus improvement plan, and approved by a campus-level advisory committee. Professional Development for non-instructional personnel is designed to meet the specific licensing requirements (e.g., bus drivers) and continued employee skill development.

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

Employee Involvement

Policy: BQA, BQB

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

CHAPTER 4

Compensation and Benefits

General Information

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

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

Annualized Compensation

Policy: DEA

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

Compensation Plan

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

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

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

Pay Structure

Policy: DEA Regulation

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

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

Job Classification

Policy: DEA Regulation

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

Pay Grades

Policy: DEA Regulation

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

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

Administrative & Special Assignment Scale	Pay Grades 1 through 8

Manual Trades	Pay Grades 01 through 08
Clerical-Administrative	Pay Grades 12 through 20
Technical Support	Pay Grades 22 through 27
Instructional Support	Pay Grades 31 through 36

Exempt/Non-Exempt Employees

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

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

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

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

Substitute Workers

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

Temporary Employees

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

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

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

Paraprofessional and Auxiliary Employees

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

Professional Employees

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

Experience Conversion Table

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

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

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

Years of Experience Beginning Wage

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

Automatic Payroll Deposit

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

An employee's payroll electronic statement contains detailed information including deductions, withholding information, and the amount of leave accumulated.
It is **the employee's responsibility** to notify the Payroll Office immediately when the amount of a paycheck is in error. Failure to report any error in a timely fashion may result in future payroll adjustments.

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

The Direct Deposit Authorization Form is effective immediately.

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

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

Pay Dates

Policy: DEA

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

Paycheck Statement

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

Overtime Compensation

Policies: DEAB, DEC

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

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

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

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

Compensatory Time

Policy: DEA

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

Promotions

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

Please Note: Promotions and the percentage increases occur with pay grades (within MT, CA, TS, IS). Employees that apply for another position outside of their current pay grade will be treated like a new hire (new employee) and be paid at the minimum of their new pay grade. Additional compensation may be awarded if they have experience (see page 29 of 108).

Demotion to a Lower Grade/Voluntary Transfer

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

1. The current hourly or daily rate shall be utilized and the employee's rate shall be decreased two percent (2%) for every drop in pay grade to a maximum of six (6%); then the employee shall be placed in the new grade. However, the employee's rate shall not be reduced below the minimum pay rate for the new grade. If the employee's hourly or daily rate is above the maximum pay rate of the lower grade, the employee's rate will be adjusted to the maximum of the lower grade.

2. In succeeding years, an increase shall be granted according to any increase approved by the Board. If the employee's hourly or daily rate is above the maximum of the lower grade, the employee's rate will remain unchanged, unless directed by the Board of Trustees. Future increases shall only be given for the amount of inflationary adjustments made to the total pay range unless otherwise authorized by the Board of Trustees.

Transfers

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

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

Lateral Transfers
Policies: DC & DK

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

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

Involuntary Transfer to a Lower Pay Grade

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

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

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

Last In, First Out

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

Biometric Time and Attendance System

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

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

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

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

Final Payment of Regular Wages

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

Timesheet for Terminated Employees

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

CLASSIFIED

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

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

CERTIFIED

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

Payroll Deductions

Policy: CFEA

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

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

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

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

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

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

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

Garnishment of Wages

Policy: CFEA

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

The administrative fee may not exceed the lesser of:

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

Reimbursement upon Death Benefits

Policy: DEC

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

Reimbursement upon Retirement

Policy: DEC

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

Travel Requests / Travel Expense Reimbursement

Policy: DEE & Administrative Guidelines

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

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

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

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

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

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

Prepayment Checks

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

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

Benefits

Annuities

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

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

Cafeteria Plan – Section 125

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

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

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

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

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

Teacher Retirement System of Texas (TRS)

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

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

Unemployment Compensation Insurance

Policy: CRF

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

Health Insurance Benefits

Policy: CRF

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

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

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

Dependent children are covered up to the age of 26.

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

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

Group Health Insurance

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

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

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

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

Marketplace Coverage (Options)

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

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

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

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

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

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

Termination of Group Coverage

Policy: CRD

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

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

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

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

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

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

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

Supplemental Insurance Benefits

Policy: CRD

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

Other Insurance

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

Disability Insurance

Disability insurance is available to qualified employees through payroll deduction.

Flexible Spending Accounts

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

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

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

Group Life Insurance

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

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

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

COBRA – Consolidated Omnibus Budget Reconciliation Act

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

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

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

HIPAA – The Right to Privacy

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

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

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

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

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

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

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

Women's Health and Cancer Rights

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

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

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

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

GINA

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

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

Additional Information – Fair Labor Standards Act

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

CHAPTER 5

Leaves and Absences

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

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

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

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

State Sick Leave

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

Sick leave may be used for the following reasons only:

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

Local Sick Leave

Policy: DEC

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

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

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

Personal Leave

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

Nondiscretionary

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

Discretionary

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

Duration

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

Schedule Limitations

Discretionary leave shall not be allowed on the day before or after a school holiday, professional or staff development days, or the state-mandated assessment testing days. Exceptions can only be granted by the Superintendent.

Recording of Leave

Policy: DEC

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

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

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

Leave Availability

Policy: DEC

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

Assault Leave

Policy: DEC

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

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

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

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

Bereavement (Funeral) Leave

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

Development Leaves of Absence

Policy: DEC

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

Leave of Absence for Professional Personnel

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

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

Voluntary Transfer of Days

Policy: DEC (Legal) / Administrative Guidelines

The District Voluntary Transfer of Local Days shall be established by voluntary donations for District staff that do not participate in the Sick Leave Bank program. Local sick leave days are for the purpose of assisting a fellow employee who has a catastrophic illness or disability. The plan can also be established for the employee who has an immediate family member with a catastrophic illness or disability. The employee may participate in the voluntary transfer of days until he or she has used a cumulative lifetime total of 30 days as eligible. Any donated days will be transferred immediately to the recipient upon approval from the Human Resources Department. Recipient will keep all donated days.

Definitions

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

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son-or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands in *loco parentis*.
3. Parent, stepparent, parent-in-law, or other individuals who stands in *loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law
5. Grandparent and grandchild
6. Any person residing in the employee's household at the time of illness or death

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

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

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

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

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

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

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

Sick Leave Bank

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

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

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

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

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

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

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

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

Continuation of Health Insurance

Policy: DEC & Administrative Guidelines

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

FAMILY AND MEDICAL LEAVE ACT (FMLA)

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

Basic Leave Entitlement

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

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

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

Military Family Leave Entitlements

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

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

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

Benefits and Protections

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

Eligibility Requirements

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

Definition of Serious Health Condition

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

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

Use of Leave

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

Substitution of Paid Leave for Unpaid Leave

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

Employee Responsibilities

Employee must provide 30 days advanced notice of the need to take FMLA when the need is foreseeable. When 3o days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

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

Employer Responsibilities

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

Unlawful Acts by Employers

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

Enforcement

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

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

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

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

LOCAL FAMILY AND MEDICAL LEAVE PROVISIONS

Policies: DEC & DECA

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

Use of Paid Leave

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

Combined Leave for Spouses

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

Continuation of Benefits and Job Restoration

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

Intermittent Leave

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

Military Service Family Leave

Policy: DECA

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

Military Leave

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

Reemployment after Military Leave

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

Continuation of Health Insurance

Policy: DECB

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

Temporary Disability Leave

A temporary disability leave of absence is provided for each full-time employee for temporary disability in accordance with provisions of District policy DEC. The maximum length of temporary disability leave for regular full-time employees shall be 180 calendar days. Employees must apply for temporary disability leave on a District form after paid leaves are exhausted. The District may assign the employee to Temporary Disability upon the expiration of Family and Medical Leave. Temporary Disability leave runs concurrently with applicable paid leave and family and medical leave.

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

Placement on Temporary Disability

Policy: DEC

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

Non-Working Days

Policy: DED

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

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

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

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

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

Child Care Leave

Policy: DEC

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

Religious Observations

Policy: DEC

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

Jury Duty

Policy: DEC

The district provides paid leave to employees who are summoned to jury duty including service on a grand jury. Employees who report to the court for jury duty may keep any compensation the court provides. An employee should report a summons for jury duty to his or her supervisor as soon as it is received and may be required to provide the district a copy of the summons to document the need for leave.

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

Other Court Appearances

Policy: DEC

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

Authority to Return to Work Letter

Policy: Administrative Guidelines

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

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

Expiration of Available Leave

Policy: Administrative Guidelines

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

An employee who does not apply for and receive approval of such additional leave, and who does not report and document his or her availability and fitness to return to work, within such ten-day period shall be deemed to have voluntarily resigned his or her employment with the District, effective

immediately upon the expiration of the ten-day period designated in such notice, and shall be offered health benefits according to COBRA.

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

Failure to Return to Active Duty

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

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

Non-Accrual of Vacation and Non-Working Days

Policy: DED

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

Vacation and Holiday Eligibility Criteria

Policy: DED

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

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

Workers' Compensation Benefits

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

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

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

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

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

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

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

Teacher Exchange Program

Policy: DEC

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

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

CHAPTER 6

Resignations and Terminations

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

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

Resignation Deadline

Policy: DFE

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

Resignation of Contract Employees

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

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

The superintendent will notify SBEC when an employee resigns and reasonable evidence exists to indicate that the employee has engaged in any of the acts listed in the Reports to the State Board for Educator Certification found later in this chapter.

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

Resignation of Non-Contract Employees

Policy: DFE

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

Dismissal or Nonrenewal of Contract Employees

Policies: DFAA, DFAB, DFBA, DFBB, DFCA, DFD, DFF

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

Dismissal or Noncontract Employees

Policy: DCD

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

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

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

Exit Interviews and Procedures

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

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

Reports to Texas Education Agency (TEA)

Policies: DF, DHB

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

- Any form of sexual or physical abuse of a minor or any other unlawful conduct with a student or a minor
- Soliciting or engaging in sexual contact or a romantic relationship with a student or minor
- The possession, transfer, sale, or distribution of a controlled substance
- The illegal transfer, appropriation, or expenditure of district property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation
- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event
- A reported criminal history
- Violating assessment instrument security procedures.

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

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

Reports Concerning Court-Ordered Withholding

Policies: DF, DHB

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

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

CHAPTER 7

Employee Conduct and Welfare

Standards of Conduct

Policy: DH

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

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

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

Code of Ethics and Standard Practices

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

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

improve the public schools of the community. This chapter shall apply to educators and candidates for certification. (19 TAC 247.1 (b))

1. Professional Ethical Conduct, Practices, and Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Ethical Conduct Toward Professional Colleagues

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

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

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

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

Standard 2.5 The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6 The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7 The educator shall not retaliate against any individual who has filed a complaint with the SBEC or provides information for a disciplinary investigation or proceeding under this chapter.

3. Ethical Conduct Toward Students

Standard 3.1 The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2 The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

Standard 3.3 The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4 The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5 The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6 The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7 The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8 The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9 The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

(i) the nature, purpose, timing, and amount of the communication;

(ii) the subject matter of the communication;

(iii) whether the communication was made openly or the educator attempted to conceal the communication;

(iv) whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;

(v) whether the communication was sexually explicit; and

(vi) whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

Dress Code: Minimum Standards of Professional Dress and Appearance

Dress and Appearance

All employees will comply with these guidelines, which are minimum standards for professional dress and appearance, appropriate for the educational workplace environment. Employees will also adhere to dress standards established by their respective departments as appropriate for their job duties and profession. BISD reserves the right to determine at its discretion what is and is not appropriate workplace attire and to address issues as they arise.

Purpose:

To define the image of professionalism required for BISD employees. To promote employee safety, comfort and a professional impression on our students and our community by portraying a positive image of our organization and mission.

Guidelines:

BISD employees serve as role models for the students and as representatives of BISD organization. Consistent with these roles all employees, volunteers and substitutes shall dress professionally and appropriately.

Dress Code and Grooming Guidelines 2019-2020

Policy: DH

All employees' dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with the following standards of dress and hygiene. Teachers shall dress more conservatively than the students. Good personal hygiene is expected of all employees.

ATTIRE AND GROOMING FOR MEN	**ATTIRE AND GROOMING FOR WOMEN**
The following **are permissible** for men:	The following **are permissible** for women:
✓ Collared shirts, polo style shirts, sport shirts, and guayaveras (shirt tails tucked in)	✓ Dressy blouses and shirts
✓ Neatly-trimmed mustaches/beards and sideburns	✓ Sleeveless dresses and blouses (if undergarments are not exposed)
✓ Hair shall be neatly groomed	✓ Dressy capris
✓ Dress shoes, casual shoes, boots, canvas shoes	
✓ Dressy slacks	
✓ Undergarments are to be worn at all times.	
The following **are prohibited** for men:	The following **are prohibited** for women:
▪ Plain, collarless t-shirts of any color	▪ Clothing that is strapless, having spaghetti straps, bare midriff, cut-out backs, or having provocative/low necklines
▪ Muscle shirts or sleeveless t-shirts	▪ Dresses/skirts that are more than 2" above the knee cap
	▪ Dress/skirts with slits on side, rear or front exposing 2"above the knee cap
	▪ Leggings in lieu of pants; (including spandex)
▪ Denim jeans of any color	
▪ Warm-ups and windbreaker suits	
▪ See-through apparel	
▪ Distracting hairstyles and/or hair color	
▪ Flip flops, slippers, or Crocs style shoes	
▪ Attire shall not be tight/binding	
▪ Tattoos (body art) shall not be visible	
▪ Body piercings shall not be allowed, other than on ears in a reasonable amount	
Exceptions:	
❖ Spirit Day and/or College Awareness Day will be limited to one day per week as designated by the Principal. Additional days will require approval from the Superintendent or Superintendent Designee. On those designated days, denim jeans, tennis shoes or athletic shoes may be worn only if accompanied by a spirit shirt and/or a college awareness shirt. Denim clothing shall be clean and neat, with no holes, no extreme fading, frayed hems, or worn-out look and not multi-toned. ❖ Physical Education staff may choose to wear appropriate attire, approved by Administration, during the physical education period. ❖ Teachers who have lab or shop courses may wear aprons, smocks, or overalls during the instructional period, since this attire may be deemed necessary for safety purposes. ❖ Auxiliary employees in maintenance, custodial, transportation, food service, and positions requiring uniforms are exempted from the general guidelines, but shall comply with dress and grooming guidelines specified by their supervisors in the department handbook.	

BISD reserves the right to determine at its discretion what is and is not appropriate workplace attire and to address issues as they arise.

Discrimination, Harassment and Retaliation

Policies: DIA & DH

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees, unpaid interns, student teachers, or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons, including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action.

Individuals who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official which includes the Title IX Coordinator, ADA/Section 504 Coordinator, and the Superintendent. If the campus principal, supervisor, or district official is the subject of a complaint, the complaint should be made directly to the Superintendent or his designee. A complaint against the Superintendent may be made directly to the Board. The District's policy shall be distributed annually to employees. Employees may access District Policy DIA (LOCAL) at the following link: http://www.tasb.org/policy or in the Appendix of this Handbook.

Harassment of Students

Policies: DH, DHB, FFG, FFH, FFI

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited. Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. All allegations of prohibited harassment or abuse of a student will be reported to the student's parents and promptly investigated. An employee who knows of or suspects child abuse must also report his or her knowledge or suspicion to the appropriate authorities, as required by law. See below *Reporting Suspected Child Abuse* for additional information.

All employees are responsible for being aware of District policies governing harassment of students. Policies DF and FFH are included in the Appendix of this handbook.
The definition of solicitation of a romantic relationship as per District Policy DF (LEGAL) is as follows:

1. Behavior, gestures, expressions, communications, or a pattern of communication with a student that is unrelated to the educator's job duties and that may reasonably be interpreted as encouraging the student to form an ardent or exclusive emotional attachment to the educator, including statements of love, affection, or attraction. When evaluating whether communications constitute the solicitation of a romantic relationship, the following may be considered:
    a. The nature of the communications;
    b. The timing of the communications;
    c. The extent of the communications
    d. Whether the communications were made openly or secretly;
    e. The extent to which the educator attempted to conceal the communications;

f. If the educator claims to be counseling a student, TEA staff may consider whether the educator's job duties included counseling, whether the educator reported the subject of the counseling to the student's guardians or to the appropriate school personnel, or, in the case of alleged abuse or neglect, whether the educator reported the abuse or neglect to the appropriate law enforcement agencies; and
g. Any other communications tending to show that the educator solicited a romantic relationship with a student.

2. Making inappropriate comments about a student's body.
3. Making sexually demeaning comments to a student.
4. Making comments about a student's potential sexual performance.
5. Requesting details of a student's sexual history.
6. Requesting a date.
7. Engaging in conversations regarding the sexual problems, preferences, or fantasies of either party.
8. Inappropriate hugging, kissing, or excessive touching..
9. Suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage..
10. Any other acts tending to show that the educator solicited a romantic relationship with the student, including providing the student with drugs or alcohol.

Reporting Suspected Child Abuse

Policies: DG, FFG, GRA

All employees are required by state law to report any suspected child abuse or neglect to a law enforcement agency, Child Protective Services (CPS), or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering a facility) within 48 hours of the event that led to the suspicion. Alleged abuse or neglect involving a person responsible for the care, custody, or welfare of the child (including a teacher) must be reported to CPS. Abuse is defined by the Texas Family Code §261.001 and also includes any sexual conduct involving an educator and a student or minor.

Employees are also required to make a report if they have cause to believe that an adult was a victim of abuse or neglect as a child and they determine in good faith that the disclosure of the information is necessary to protect the health and safety of another child, elderly person, or person with a disability.

Reports to Child Protective Services can be made online at https://www.txabusehotline.org/Login/Default.aspx (956)-546-5591 or to the Texas Abuse Hotline (800-252-5400). State law specifies that an employee may not delegate to or rely on another person or administrator to make the report.

Under state law, any person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. In addition, the District is prohibited from taking an adverse employment action against a certified or licensed professional who, in good faith, reports child abuse or neglect or who participates in an investigation regarding an allegation of child abuse or neglect.

An employee's failure to report suspected child abuse may result in prosecution as a Class A misdemeanor. The offense of failure to report by a professional may be a state felony if it is shown the individual intended to conceal the abuse or neglect. In addition, a certified employee's failure to report

suspected child abuse may result in disciplinary procedures by SBEC for a violation of the *Code of Ethics and Standard Practices for Texas Educators.*

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the campus principal. This includes students with disabilities who are no longer minors. Employees are not required to report their concern to the principal before making a report to the appropriate agencies. In addition, employees must cooperate with investigators of child abuse and neglect. Reporting the concern to the principal does not relieve the employee of the requirement to report to the appropriate state agency. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

Child Sexual Abuse

Policies: DF, DG, DH, FFG & GRA

The district has established a plan for addressing child sexual abuse, which may be accessed at the District's Website under District Improvement Plan, Section IX-Health and Physical Education. As an employee, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused. Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect to law enforcement or to a Child Protective Services (CPS). Employees are required to follow the procedures described above in *Reporting Suspected Child Abuse.*

Reporting Crime

Policy: DG

The Texas Whistleblower Act protects district employees who make good faith re-ports of violations of law by the district to an appropriate law enforcement authority. The district is prohibited from suspending, terminating the employment of, or taking other adverse personnel action against, an employee who makes a report under the Act. State law also provides employees with the right to report a crime witnessed at the school to any peace officer with authority to investigate the crime.

Fraud and Financial Impropriety

Policy: CAA

All employees should act with integrity and diligence in duties involving the district's financial resources. The district prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety shall include but not be limited to the following:

- Forgery or unauthorized alteration of any document or account belonging to the district;
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document;
- Misappropriation of funds, securities, supplies, or other district assets, including employee time;
- Impropriety in the handling of money or reporting of district financial transactions;
- Profiteering as a result of insider knowledge of district information or activities;

- Unauthorized disclosure of confidential or proprietary information to outside parties;
- Unauthorized disclosure of investment activities engaged in or contemplated by the District;
- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the district; except as otherwise permitted by law or district policy.
- Inappropriately destroying, removing, or inappropriately using records, furniture, fixtures, or equipment;
- Failing to provide financial records required by federal, state or local entities;
- Failure to disclose conflicts of interest as required by law or district policy;
- Any other dishonest act regarding the finances of the District.
- Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Conflict of Interest

Policy: DBD

Employees are required to disclose to their supervisor any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of the District. This includes the following:

- A personal financial interest
- A business interest
- Any other obligation or relationship
- Non-school employment

Gifts and Favors

Policy: DBD

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks may result in prosecution of a Class B misdemeanor offense. This does not include staff development, teacher training, or instructional materials, such as maps or worksheets, that convey information to students or contribute to the learning process. Employees are responsible for being familiar with District Policy DBD (LOCAL) and other restrictions and activities that could create a conflict of interest.

Associations and Political Activities

Policy: DGA

The District will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers concerning grievances,

labor disputes, wages, rates of pay, hours of employment, or conditions of work. Use of District resources, including work time, for political activities is prohibited.

The district encourages personal participation in the political process, including voting. Employees who need to be absent from work to vote during the early voting period or on election day must communicate with their immediate supervisor prior to the absence.

Charitable Contributions

Policy: DG

The Board or any employee may not directly or indirectly require or coerce an employee to make a contribution to a charitable organization or in response to a fundraiser. Employees cannot be required to attend a meeting called for the purpose of soliciting charitable contributions. In addition, the Board or any employee may not directly or indirectly require or coerce an employee to refrain from making a contribution to a charitable organization or in response to a fundraiser or attending a meeting called for the purpose of soliciting charitable contributions.

Alcohol and Drug Abuse Prevention

Policy: DH (Local)

The Brownsville Independent School District is committed to maintaining an alcohol and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed.

Drug-Free Workplace Requirements

Policies: DH & DI

The District prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, and alcohol in the workplace. *41 U.S.C. 702(a)(1)(A); 28 TAC 169.2*

The District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. *41 U.S.C. 702(a)(1)(B); 28 TAC 169.2*

Employees who violate this prohibition shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, termination from employment with the District, and referral to appropriate law enforcement officials for prosecution. [See policies at DH and DHE] *41 U.S.C. 702(a)(1)(A); 28 TAC 169.2*

Compliance with these requirements and prohibitions is mandatory and is a condition of employment. As a further condition of employment, an employee shall notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Within ten days of receiving such notice—from the employee or any other source—the District shall notify the granting agency of the conviction. *41 U.S.C. 702(a)(1)(D),(E).*

Within 30 calendar days of receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703

Tobacco Products and E-Cigarette Use

Policies: DH, FNCD & GKA

State law prohibits smoking ~~or~~ using tobacco products, or e-cigarettes on all district-owned property and at school-related or school-sanctioned activities, on or off school property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking, using tobacco products or e-cigarettes while inside the vehicle. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings.

Criminal History Background Checks

Policy: DBAA

Employees may be subject to a review of their criminal history record information at any time during employment. National criminal history checks based on an individual's fingerprints, photo, and other identification will be conducted on all employees and entered into the Texas Department of Public Safety (DPS) Clearinghouse. This database provides the District and SBEC with access to an employee's current national criminal history and updates to the employee's subsequent criminal history.

The District shall also obtain all criminal history record information that relates to part-time employees and substitute teachers for the District or shared services arrangement through the Department of Public Safety's criminal history clearinghouse. [See DBAA] *Education Code 22.0836*

Employee Arrests and Convictions

Policy: DH

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
   - Dishonesty; fraud; deceit;
   - Theft; misrepresentation;
   - Deliberate violence;
   - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;

- Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
- Felonies involving driving while intoxicated (DWI)
- Acts constituting abuse or neglect under the Texas Family Code.

If an educator is arrested or criminally charged, the superintendent is also required to report the educators' criminal history to the Division of Investigations at TEA.

Possession of Firearms and Weapons

Policies: DH, FNCG & GKA

Employees, visitors, and students are prohibited from bringing firearms, knives, clubs or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-sponsored activity takes place. To ensure the safety of all persons, employees who observe or suspect a violation of the District's weapons policy should report it to their supervisors or call the Brownsville Independent School District Police Department at (956) 698-2085 immediately.

Searches

Policy: DHE

Non-investigatory searches in the workplace including accessing an employee's desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are hereby notified that they have no legitimate expectation of privacy in those places. In addition, the district reserves the right to conduct searches when there is reasonable cause to believe a search will uncover evidence of work-related misconduct. Such an investigatory search may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. The district may search the employee, the employee's personal items, and work areas including district-owned technology resources, lockers, and private vehicles parked on district premises or work sites or used in district businesses.

Employees Required to have Commercial Driver's License

Policy: DHE

Any employee whose duties require a commercial driver's license (CDL) is subject to drug and alcohol testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people counting the driver, drivers of large vehicles, or drivers of vehicles used in the transportation of hazardous materials. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements if their duties include driving.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted when reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and as a follow-up measure. Testing may be conducted following accidents. Return to duty and follow-up testing will be conducted if an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol or drugs is allowed to return to duty.

All employees required to have a CDL or who otherwise are subject to alcohol and drug testing will receive a copy of the district's policy, the testing requirements, and detailed information on alcohol and drug abuse and the availability of assistance programs.

Driver's License Review

Any employee whose duties require them to drive will be required to maintain an acceptable driving record as determined by the District. Reviews will be conducted regularly by the Human Resource Department in coordination with the District's Insurance Carrier.

Theft

Theft or misappropriation of District property by employees is prohibited and is grounds for disciplinary action up to and including termination. Theft as defined in Section 31.03 constitutes a single offense superseding the separate offenses previously known as theft, theft by false pretext, conversion by a bailee, theft from the person, shoplifting, acquisition of property by threat, swindling, swindling by worthless check, embezzlement, extortion, receiving or concealing embezzled property, and receiving or concealing stolen property. Acts 1973, 63rd Leg., p. 883, Ch. 399, § 1, eff. Jan. 1, 1974. Amended by Acts 1993, 73rd Leg., Ch. 900, § 1.01, eff. Sept. 1, 1994.

A PERSON COMMITS AN OFFENSE IF HE/SHE UNLAWFULLY APPROPRIATES PROPERTY WITH INTENT TO DEPRIVE THE OWNER OF PROPERTY.

Appropriation of property is unlawful if:

1. It is without the owner's effective consent;
2. The property is stolen and the actor appropriates the property knowing it was stolen by another; or
3. Property in the custody of any law enforcement agency was explicitly represented by any law enforcement agent to the actor as being stolen and the actor appropriates the property believing it was stolen by another.

Visitors in the Workplace

All visitors are expected to enter any District facility through the main entrance and sign in or report to the building's main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on the district premises should immediately direct him or her to the building office or contact the administrator in charge.

CHAPTER 8

General Practices

Academic and Traditional Calendar

A log of the following school calendars is maintained on the District web site at www.bisd.us

ACADEMIC CALENDARS	TRADITIONAL CALENDARS
● Academic Calendar	● Classified Calendar
● Instructional Calendar	● Certified Calendar

Attending College

The following restrictions will apply for employees requesting time off their regular work schedule in order to attend college courses during the day. Outside of the exceptions noted below, employees will not be authorized to request a day off or an altered schedule in order to attend college courses. Employees are required to work their full work schedule.

An exception or waiver will be made only for those employees lacking 30 hours to obtain their college degree ***in a certified teaching field***. The following restrictions will apply:

1. The employee must obtain approval from the Administrator **prior** to registering for their required course(s). The Administrator must coordinate the requests in order not to disrupt the required workflow of the department or campus.

2. The employees requesting this waiver must be following an approved teaching degree plan.

3. The employee must provide a copy of the degree plan to the Administrator upon request.

4. The employee must demonstrate that the course(s) are not available during the evening hours.

5. The hours must be made up within the scheduled pay week and must be supervised.

Authorized Use of Equipment

School equipment and supplies are not available for use, rent, or loan outside of school facilities.

Employee Directories

Policy: GBA

A directory is prepared by the District listing employee names, addresses, telephone numbers, and assignments. Individuals may choose NOT to list their addresses and telephone numbers. Directories are public information and are available through the Public Information Office.

Employee Directories

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the District. Employees are recognized at board meetings, in the district newsletter, and through special events and activities. Recognition and appreciation activities also include the Annual Employee Awards Night, which recognizes our long-term employees and retirees.

Name and Address Changes

It is important that employment records be kept up to date. Employees must notify the Human Resource Department if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. Forms to process a change in personal information may be obtained from the Human Resource Department or on-line at: http://www.bisd.us/humanresources/Downloads/01_Forms/01-ChangeofPersonalDataFormCertifiedClassified.pdf.

Personnel Records

The District maintains current and complete personnel records of all employees according to TEA rules and guidelines and local administrative requirements. It is the responsibility of each employee to promptly notify the District of any changes in personnel data. Names, personal mailing addresses and telephone numbers should be accurate and current at all times. If any personnel data has changed, you should contact the Human Resource Department at 548-8031 or 548-8051.

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

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

The choice to not allow public access to this information may be made at any time by submitting a written request to the Human Resource Department. New or terminating employees have 14 days after hire to submit a request. Otherwise, personal information will be released to the public.

Purchasing Procedures

Policy: CH & Administrative Guidelines

All requests for purchases must be submitted to the Purchasing Department on the official online purchase order system. No purchases, charges, or commitments to buy goods or services for the District can be made without a Purchase Order number. The District will not reimburse employees or assume responsibility for purchases made without authorization. Employees are not permitted to purchase supplies or equipment for personal use through the District's business office. Contact your supervisor and the Purchasing Department for additional information on purchasing procedures.

Return of District Property

Policy: CFB

Employees are responsible for all property, materials, ID badges, or written information issued to them or in their possession or control. Employees must return all BISD property immediately upon request or upon termination of employment. Where permitted by applicable laws, the District will enforce said laws to recover all lost items or reimbursement of lost items that are not returned when required. BISD may also take all action deemed appropriate to recover or protect its property. All questions regarding this policy and its implementation procedures shall be directed to the Warehouse/Fixed Assets department at 548-8375.

CHAPTER 9

District Communications

Access to Public Information

"Public information means information that is collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business by the Board or for the Board and to which the Board has a right of access. *Gov't Code 552.002(a)* Public information is available, at a minimum, to the public during the District's normal business hours. *Gov't Code 552.021*

The Board or the Public Information Officer voluntarily may make part or all of its records available to the public, unless the disclosure is expressly prohibited by law or the records are confidential by law. [*Gov't Code 552.007]*

Procedures for Obtaining Public Information

Policies: GBA & GBAA

Public records shall be made available in accordance with policy GBA. You are asked to include enough description and detail about the information requested to enable the governmental body to accurately identify and locate the information requested. Cooperate with the District's reasonable efforts to clarify the type or amount of information requested.

The following guidelines shall apply:

1. Requests for records shall be made in writing on the District form provided.
2. The District shall indicate the disposition of the request and notify the person making the request of the action taken.
3. The requestor agrees to pay the duplication costs at the rate adopted by the Board if the cost does not exceed $40.00. If the cost will exceed $40.00 the District will provide an estimate of charges. [see GBAA (EXHIBIT)]
4. Records shall be made available after a statement of charges [see GBAA (EXHIBIT)] has been prepared.
5. Payment shall be made to the custodian of records.

Contact the Public Information Office for additional information regarding copying costs, repetitious requests, and copy limits at:

Brownsville I.S.D.
Public Information Office
1900 Price Rd., Ste. 101
Brownsville, TX. 78521-2417

956-548-8000

Fax: 956-548-8010
Pio@bisd.us

Broadcast of School Events

Policy: GBAA

The broadcast or telecast of school events shall be in accordance with UIL rules and shall not identify the schools with the promotion of any commercial or political enterprise. All such coverage shall be with the prior approval of the Superintendent. Media activities shall not be allowed to disturb or disrupt the instructional program of the schools.

Technology Resources

Policy: CQ

The District's technology resources systems, including its networks, e-mail accounts, devices connected to its networks, and all district-owned devices used on or off school property is primarily for administrative and instructional purposes. Employees are required to abide by the provisions of the district's communications systems agreement and administrative procedures. Failure to do so can result in suspension or termination of privileges and may lead to disciplinary action up to and including termination. Employees with questions about computer use and data management may contact BISD Instructional Technology Dept. at (956)548-8241. Electronic mail transmissions and other use of the electronic communications systems are not confidential and can be monitored at any time to ensure appropriate use.

Forging e-mail, including concealment of the sender's identity, is prohibited. An e-mail address of a member of the public that is provided for the purpose of communicating electronically with the District is confidential and not subject to disclosure unless the member of the public affirmatively consents to its release.

This confidentiality does not apply to an e-mail address:

1. Provided to the District by a person who has a contractual relationship with the District or by the contractor's agent;
2. Provided to the District by a vendor who seeks to contract with the District or by the vendor's agent;
3. Contained in a response to a request for bids or proposals, contained in a response to similar invitations soliciting offers or information relating to a potential contract, or provided to the District in the course of negotiating the terms of a contract or potential contract; or
4. Provided to the District on a letterhead, coversheet, printed document, or other document made available to the public.

The District may also disclose an e-mail address for any reason to another governmental body or to a federal agency. *Gov't Code 552.137*

Acceptable Use

Policy: CQ

Access to the District's electronic communications system is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the system and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct] Violations of law may result in criminal prosecution as well as disciplinary action by the District.

Access to the District's *electronic communications* system, including the Internet and its network access to the Internet, is primarily for instructional and administrative purposes and in accordance with administrative guidelines.

Limited personal use of the system shall be permitted if the use:

- Imposes no tangible cost on the District;
- Does not unduly burden the District's computer or network resources; and
- Has no adverse effect on an employee's job performance or on a student's academic performance.

Intellectual Property Rights

Policy: CQ

As agents of the District, employees shall have limited rights to work they create using the District's electronic communications system. The District shall retain the right to use any product created in the scope of a person's employment even when the author is no longer an employee of the District.

Intentionally destroying anything stored on the computer system, including anything stored in primary or random access memory is prohibited. Deliberately performing any act that will seriously impact the operation of the computer system is prohibited. This includes, but is not limited to, tampering with components of a local area network (LAN) or the high-speed backbone network, otherwise blocking communication lines, or interfering with the operational readiness of a computer or peripheral.

Electronic mail transmissions and other use of the electronic communications system by students and employees shall not be considered private. Designated District staff shall be authorized to monitor such communication at any time to ensure appropriate use.

Personal Use of Electronic Communications

Policies: CQ & DH

Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (email), web logs, (blogs), wikis, electronic forums (chat rooms), video sharing websites (e.g. YouTube), editorial comments posted on the Internet, and social network sites (e.g. Facebook, Twitter,

LinkedIn, Instagram). Electronic media also includes all forms of telecommunications such as landlines, cell phones, and web-based applications.

As role models for the district's students, employees are responsible for their public conduct even when they are not acting as district employees. Employees will be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee's use of electronic media interferes with the employee's ability to effectively perform his or job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes the employee is responsible for the content on the employee's page, including content added by the employee, the employee's friends, or members of the public who can access the employee's page, and for Web links on the employee's page. The employee is also responsible for maintaining privacy settings appropriate to the content.

An employee who uses electronic media for personal purposes shall observe the following:

- The employee may not set up or update the employee's personal social network pages(s) using the district's computers, network, or equipment.
- The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, meal times, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct district business.
- The employee shall not use the district's logo or other copyrighted material of the district without express, written consent.
- An employee may not share or post, in any format, information, videos, or pictures obtained while on duty or on district business unless the employee first obtains written approval from the employee's immediate supervisor. Employees should be cognizant that they have access to information and images that, if transmitted to the public, could violate privacy concerns.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educator's Code of Ethics, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:
    - Confidentiality of student records. [See Policy FL]
    - Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. [See Policy DH (Exhibit)]
    - Confidentiality of district records, including educator evaluations and private email addresses. [See Policy GBA]
    - Copyright law [See Policy EFE]
        - Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See Policy DH (EXHIBIT)]

See *Use of Electronic Communications between Employees, Students, and Parents* below, for regulations on employee communication with students through electronic media.

Electronic Communications Between Employees, Students, and Parents

Policy: DH

In accordance with administrative regulations, a certified or licensed employee, or any other employee designated in writing by the Superintendent or a campus principal, may use electronic media to communicate with currently enrolled students about matters within the scope of the employee's professional responsibilities. All other employees are prohibited from using electronic media to communicate directly with students who are currently enrolled in the District. The regulations shall address:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with students;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

An employee is not subject to these provisions to the extent the employee has a social or family relationship with a student. For example, an employee may have a relationship with a niece or nephew, student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. An employee who claims an exception based on a social relationship shall provide written consent from the student's parent. The written consent shall include an acknowledgement by the parent that:

- The employee has provided the parent with a copy of this protocol
- The employee and the student have a social relationship outside of school;
- The parent understands that the employee's communications with the student are excepted from district regulation; and
- The parent is solely responsible for monitoring electronic communications between the employee and the student.

The following definitions apply for the use of electronic media with students:

- ✓ **Electronic media** includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), web logs (blogs), wikis, electronic forums (chat rooms), video-sharing Web sites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, Twitter, LinkedIn, Instagram and Snapchat). Electronic media also includes all forms of telecommunications such as landlines, cell phones, and Web-based applications.

- ✓ **Communicate** means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to district regulations on personal electronic communications. See Personal Use of Electronic Media, above. Unsolicited contact from a student through electronic means is not a communication.

Certified or licensed employee means a person employed in a position requiring SBEC certification or a professional license, and whose job duties may require the employee to communicate electronically with students. The term includes classroom teachers, counselors, principals, librarians, paraprofessionals, nurses, educational diagnosticians, licensed therapists, and athletic trainers.

An employee who uses electronic media to communicate with students shall observe the following:

- The employee shall include at least one of the student's parents or guardians as a recipient on each electronic communication to the student so that the student and parent receive the same message;
- The employee shall include his or her immediate supervisor as a recipient on each electronic communication to the student so that the student and supervisor receive the same message.

✓ The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with an extracurricular duty, matters relating to the extracurricular activity.)

✓ The employee is prohibited from knowingly communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for the purpose of communicating with students. The employee must enable administration and parents to access the employee's professional page.

✓ The employee shall not communicate directly with any student after an hour set by his campus Principal. An employee may, however, make public posts to a social network site, blog, or similar application at any time.

✓ The employee does not have a right to privacy with respect to communications with students and parents.

✓ The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educator's Code of Ethics including:

- Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records. [See Policies CPC and FL]
- Copyright law [Policy EFE]
- Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy DH]
- Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with one or more currently-enrolled students.
- Upon written request from a parent or student, the employee shall discontinue communicating with the student through email, text messaging, instant messaging, or any other form of one-to-one communication.

- All staff are required to use school email accounts for all electronic communications with parents. Communication about school issues through personal email accounts or text messages are not allowed as they cannot be preserved in accordance with the district's record retention policy.

- An employee may request an exception from one or more of the limitations above by submitting a written request to his or her immediate supervisor.

- An employee shall notify his supervisor in writing within one business day if a student engages in an improper electronic communication with the employee. The employee should describe the form and content of the electronic communication.

Computer Software

Policy: EFE

Unless otherwise provided in the purchase agreement, a purchased computer program shall not be used to make copies. A computer program may be legally copied only if:

1. Making a copy is an essential step in using the program (such as automatic copying into memory when a program is loaded); or
2. The new copy is a backup; backups cannot be used simultaneously with the original and must be erased if the original is resold.

District employees shall not use the same program on more than one computer at a time unless the purchase agreement or written permission from the vendor allows the District to network the program or allows other specified multiple use of the single copy.

Copyrighted Materials

Policies: CQ & EFE

Employees are expected to comply with the provisions of federal copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.) Rented videos are to be used in the classroom for educational purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

Telephone and Mail System Use

Personal use of telephone for long-distance and toll calls is not permitted. Employees should practice discretion in using District telephones when making local personal calls. To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

The use of BISD-paid postage for personal correspondence is not permitted.

Internal-Campus Mail Delivery

Policy: CPAB

The District is prohibited by the Private Express Statutes from carrying unstamped letters over postal routes unless:

1. The letters relate to the current business of the District to an extent sufficient to satisfy the "letters of the carrier" exception; or

2. The carriage of the letters is without any compensation, direct or indirect, to the District so as to satisfy the "private hands" exception.

Regents of the Univ. of Cal. System v. Public Employee Relations Board, 485 U.S. 589, 108 S. Ct. 1404 (1988); 39 U.S.C. 601-606; 18 U.S.C. 1693-1699

Use of Internal Mail System

Policies: CPAB & GKD

The District mail system for delivering items between District buildings shall not be available for use other than official school business. With the permission of the Superintendent or designee, internal mailboxes at an individual campus may be used by campus employees and school-sponsored or school support groups affiliated with that campus. All intra-district mail must contain a return address.

CHAPTER 10

Complaints and Grievances

Grievance Procedures

Policy: DGBA

In an effort to hear and resolve employee concerns or complaints in a timely manner and at the lowest administrative level possible, the Board has adopted an orderly grievance process. Employees are encouraged to discuss their concerns or complaints with their supervisors or an appropriate administrator at any time.

The formal process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the Board of Trustees. For ease of reference, District Policy DGBA concerning the process of bringing forward concerns and complaints is reprinted in the Appendix. http://pol.tasb.org/Home/Index/254

Whistleblower Complaints

Policy: DG

Whistleblower complaints shall be filed within the time specified by law. Such complaints shall first be filed in accordance with Level Two. Time lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 days of the initiation of the complaint.

CHAPTER 11

Safety Issues

Policy: CK (Series)

The District has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. See Emergencies on page 80 for additional information.

To prevent or minimize injuries to employees, coworkers, and students and to protect and conserve District equipment, *employees must comply with the following requirements:*

GUIDELINES	**Questions or Concerns** **May be Reported To:**
• Observe ALL safety rules • Keep work areas clean and orderly at all times • Immediately report all accidents to their supervisor • Operate only equipment or machines for which they have training and authorization	• The immediate Supervisor • Safety Coordinator@ **548-1374** • Employee Benefits/Risk Management Department @ **548-8061**

Bad Weather Closing

District employees are reminded to refer to the Public Information Office for information on school closings and inclement weather procedures. In the case of a full-day closing, the Superintendent or designee will notify media sources. Your best source of information regarding school closures is local television and radio stations, the District's webpage at www.bisd.us, and KBSD TV, the District's instructional Television Station. If there is no announcement, parents can assume school is in session and buses will run as usual. As always, parents have the right and responsibility to determine what is best for their child.

Parents who have concerns about their children getting to school safely are urged to use their discretion about sending them to school.

Plan ahead for unexpected early dismissal - Please be certain that your children know the procedure you want them to follow if bad weather occurs during the day and students are dismissed early. Have an emergency plan and review it from time to time. When school is cancelled in the middle of the day, the school district will provide as much lead time as possible so families can make child care and transportation arrangements.

Families are asked to consider the following tips in preparing for inclement weather:

- Consider your childcare options if school is closed for the full day
- Consider your arrangements, if school dismisses early (talk with a neighbor about checking in on your child, make plans to have an adult in the home after dismissal.
- Talk with your child's daycare program regarding their inclement weather policy.
- If you plan to pick your child up from school, make sure the school is notified in advance.
- Make sure you have proper identification to pick up your child.
- Normal school procedures must be followed in picking up children from school.

Asbestos Management Plan

Policy: CKA

The District is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for each school. A copy of the District's management plan is kept in the Department/Campus Administration Office and is available for inspection during normal business hours.

Pest Control Treatment

Policies: CLB & DI

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or herbicide must be done in a manner prescribed by law and the district's integrated pest management program.

Notices of planned pest control treatment will be posted in a district building 48 hours before the treatment begins. In addition, individual employees may request in writing to be notified of pesticide applications. An employee who requests individualized notice will be notified by telephone, written or electric means. Pest control information sheets are available from campus principals or facility managers upon request.

Emergencies

Policy: CKC

All employees should be familiar with the safety procedures for responding to emergencies, including a medical emergency. Employees should locate evacuation diagrams posted in their work areas and be familiar with shelter in place, lockout, and lockdown procedures. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees should know the location of these devices and procedures for their use.

Extracurricular Activity Safety Training

Policies: DBA & DMA

Certain employees who are involved in physical activities for students must maintain and submit to the district proof of current certification or training in first aid, cardiopulmonary resuscitation (CPR), the use of an automated external defibrillator (AED), and extracurricular athletic activity safety. Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, University Interscholastic League, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification or documentation to their Principal by August 01, 2012

School Nurses and employees with regular contact with students must complete a Texas Education Agency approved, online training regarding seizure disorder awareness, recognition, and related first aid.

Information on Texas Education Agency requirements is available on the TEA Web site at http://ritter.tea.state.tx.us/taa/health042109.html.

CHAPTER 12

Student Issues

Equal Educational Opportunities

Policies: FB & FFH

The Brownsville Independent School District does not discriminate on the basis of race, color, religion, national origin, sex, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Questions or concerns about discrimination against students based on any of the reasons listed above should be directed to the Assistant Superintendent for Human Resources at 698-0210.

Administering Medication to Students

Policy: FFAC

Only designated employees may administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. A student who must take medication during the school day must bring a written request from his or her parent and the medicine in its original, properly labeled container. Contact the principal or school nurse for information on procedures that must be followed when administering medication to students.

Bullying

Policy: FFI

All employees are required to report student complaints of bullying to their campus principal. The district's policy includes definitions and procedures for reporting and investigating bullying of students and can be found in District Policies.

Campus Activity Fund

Policy: CFD (Local)

The principal shall be authorized to expend funds from the campus administrative activity fund to be used for activities of the students, faculty, staff, or campus. For fund raising activities see District Policy FJ.

Accounting Activity Funds Management

Policy: GE (Local)

The Superintendent, principal, and sponsor, as applicable, shall be responsible for the proper administration of District and campus activity funds and student funds in accordance with state law and local policy, District approved accounting practices and procedure, and the TEA Financial Accountability System Resource Guide at: https://tea.texas.gov/Finance_and_Grants/Financial_Accountability/Financial__Accountability_System_Resource_Guide/

Relations with Parent Organizations

All community and school support organization fundraising efforts shall fall within federal, state and District guidelines and shall be for the purpose of supporting the school program or group activity for which the organization was formed [See GKB]

Dietary Supplements

Policies: DH & FFAC

District employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her school district duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

Hazing

Policy: FNCC

Students must have prior approval from the principal or designee for any type of "initiation rites" of a school club or organization. While most initiation rites are permissible, engaging in or permitting "hazing" is a criminal offense. Any teacher, administrator, or employee who observes a student engaged in any form of hazing; who has reason to know or suspect that a student intends to engage in hazing; or has engaged in hazing must report that fact or suspicion to the designated campus administrator.

Notification to Parents Regarding Qualifications

Policies: DK & DBA

In schools receiving Title 1 funds, the District is required by the Every Student Succeeds Act (ESSA) to notify parents at the beginning of each school year that they may request information regarding the professional qualifications of their child's teacher. **ESSA** also requires that parents be notified if their child has been assigned, or taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements.

Texas law also requires that parents be notified if their child is assigned for more than 30 consecutive instructional days to a teacher who does not hold an appropriate teaching certificate.

This notice is not required if parental notice under ESSA is sent. Inappropriately certified or uncertified teachers include individuals on an emergency permit (including individuals waiting to take a certification exam) or individuals who do not hold any certificate or permit. Information relating to teacher certification will be made available to the public upon request. Employees who have questions about their certification status can call Certified Human Resource Department at 548-8031.

Parent and Student Complaints

Policy: FNG

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the Board has adopted orderly processes for handling complaints on different issues. Any campus office or the Superintendent's office can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teachers or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved to their satisfaction should be directed to the campus principal. The formal complaint process provides parents and students with an opportunity to be heard up to the highest level of management if they are dissatisfied with a principal's response.

Psychotropic Drugs

Policy: FFAC

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood-or behavior-altering substance.

District employees are prohibited by state law from doing the following:

- Recommending that a student use a psychotropic drug;
- Suggesting a particular diagnosis; and/or
- Excluding from class or school-related activity a student whose parent refuses to consent to a psychiatric evaluation or to authorize the administration of a psychotropic drug to a student.

Student Attendance

Policy: FEB

Teachers and staff should be familiar with the District's policies and procedures for attendance accounting. These procedures require students to have parental consent before they are allowed to leave campus. When absent from school, the student, upon returning to school, must bring a note signed by the parent that describes the reason for the absence. These requirements are addressed in campus training and in the student handbook. Contact the campus principal for additional information.

Student Conduct and Discipline

Policies: FN (Series) and FO (Series)

Students are expected to follow the classroom rules, campus rules, and rules listed in the Student Handbook and Student Code of Conduct. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by the district. The discipline management techniques and the prohibited disciplinary consequences are listed on page 5 of the 2018 - 2019 & 2019 – 2020 Student Code of Conduct Student-Parent Handbook. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or campus principal.

Student Records

Policy: FL

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student's records.

- ✓ Parents: Married, separated, or divorced unless parental rights have been legally terminated and the school has been given a copy of the court order terminating parental rights.
- ✓ The student (if 18 or older or emancipated by a court)
- ✓ School officials with legitimate educational interests.

The student handbook provides parents and students with detailed information on student records.

Videotape or Recording

Policy: EHA

A District employee is not required to obtain the consent of a child's parent before the employee may videotape the child or record the child's voice if the videotape or recording is to be used only for a purpose related to the regular classroom instruction. *Education Code 26.009(b) (3)*

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 08/04/2020

Item Title: Reporting of Fees Paid to Purchasing Cooperatives, Which includes Membership, Management, and Transaction Fees for Fiscal Year 2019-2020

	Action
X	Information
	Discussion

BACKGROUND:

Texas Education Code, Section 44.0331 calls for the annual reporting of all fees paid to Purchasing Cooperatives that include membership and management, and the purpose of each fee under each contract. This information must be presented in a written report and submitted annually in an open meeting of the Board of Trustees of the school district and must appear as an agenda item. The district has also chosen to report procurement amounts for Purchasing Cooperatives that do not assess fees. The use of Purchasing Cooperatives assist districts with procurement of products and/or services when the issuance of solicitations are not feasible due to time constraints or under emergency situations.

Commodities available through Purchasing Cooperatives include but are not limited to:

- Athletic Supplies & Equipment
- Computers
- Instructional Software
- Construction & Agricultural Equipment
- Education & Curriculum Supplies & Materials
- Emergency Vehicles and Equipment
- Facilities Maintenance & Repairs
- Janitorial Supplies & Equipment

(continue next page)

Rosario Peña
/Rosario Peña
Submitted by: Principal/Purchasing Adm.

/David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent

7/29/20

Approved for Submission to Board of Education:

René Gutierrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Item Title: **Reporting of Fees Paid to Purchasing Cooperatives, Which includes Membership, Management, and Transaction Fees for Fiscal Year 2019-2020**

BACKGROUND (continued)

- Fleet Services, Parts & Equipment
- Flooring
- Food & Food Service Equipment
- Furniture, Healthcare, Fitness & Medical Supplies & Equipment
- Landscape & Grounds Maintenance
- Parks & Recreation
- School & Office Equipment & Supplies
- School Buses and Related Services
- Technology, Security & Communication Solutions
- Uniform & Related Apparel

Refer to attached report that details all fees paid for the fiscal year 2019-2020.

BISD PURCHASING DEPARTMENT
Annual Report for Cooperative Fees
Board Meeting of August 04, 2020

Cooperative	Resolution Number	Fees Paid 2019-2020 School Year	Purpose of Each Fee	Amount Expended 2019-2020 School Year
Omnia Partners/National IPA	001/19-20	$0	N/A	$3,601,917.13
The Local Government Purchasing Cooperative (TASB)	002/19-20	$2,000.00	Processing charge of $400 for small size motor vehicles and/or $800 for large motor vehicles per purchase order	$5,791,269.44
Texas Comptroller of Public Accounts	003/19-20	$100.00	Participating Annual Fee of $100.00	$25,047,693.36
Houston Galveston Area Council (HGAC)	004/19-20	$0	Processing charge of $600 for small motor vehicles and $1,000 for large motor vehicles per purchase order	$87,680.59
U.S. Communities (Is now referred to as Omnia Partners/National IPA/U.S. Communities	005/19-20	$0	N/A	$203,409.70
Region I	006/19-20	$0	N/A	$466,155.68
Region I ESC, Library Services and Instructional Resources Co-op	007/19-20	$142,086.40	Participating Annual Fee of $3.10 per Student using PIEMS 2018-2019 Enrollment	$373,151.00
Region I Child Nutrition Program	008/19-20	$0	N/A	$17,937,920.16
Region VIII Education Center (ESC 8)/TIPS	009-19/20	$0	N/A	$1,946,461.35
Harris County Dept. of Ed. (Choice Partners)	010/19-20	$0	N/A	$1,899,949.48
Region XI ESC Library	012/19-20	$83,850.00	Participating Annual Fee of $1,450 per Campus Library/$1,200 per Campus Library for enrollment under 300 students using PEIMS 2018-2019 Enrollment	$83,850.00
TASB Energy Cooperative	013/19-20	$0	N/A	$0
National Joint Powers Alliance/NJPA now Sourcewell	014/19-20	$0	N/A	$0
Education Services Center Region 19	015/19-20	$0	N/A	$26,040.00
Education Service Center Region 20 Purchasing Assoc. of Co-op Entities (PACE)	016/19-20	$0	N/A	$69,033.30

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 08/04/20

Item Title: Financial Report
July 2020

	Action
X	Information
	Discussion

BACKGROUND:

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

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

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
7/29/2020

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 July 31, 2020

	Description	Budget (Adjusted)	Actual (To Date)	Balance	Percent Actual / Budget	Prior Yr Percent Actual / Budget
	REVENUES					
57XX	Local Revenues	$ 76,263,071	$ 598,274	$ 75,664,797	0.78%	0.06%
58XX	State Revenues	372,526,159	-	372,526,159	0.00%	0.00%
59XX	Federal Revenues	48,502,253	740	48,501,513	0.00%	0.00%
	Total Revenues	497,291,483	599,014	496,692,469	0.12%	0.01%
	EXPENDITURES					
11	Instruction	$ 246,871,818	$ 3,528,136	$ 243,343,682	1.43%	2.08%
12	Instructional Resources	7,606,791	174,902	7,431,889	2.30%	1.91%
13	Curriculum Development	11,444,225	276,428	11,167,797	2.42%	4.29%
21	Instructional Leadership	6,259,185	433,377	5,825,808	6.92%	5.80%
23	Campus Leadership	27,524,365	603,947	26,920,418	2.19%	2.81%
31	Counseling and Guidance	19,659,166	259,433	19,399,733	1.32%	1.28%
32	Social Work Services	876,367	10,766	865,601	1.23%	1.25%
33	Health Services	4,869,637	76,804	4,792,833	1.58%	1.59%
34	Student Transportation	11,194,571	168,291	11,026,280	1.50%	2.24%
35	Food Services	41,555,254	511,073	41,044,181	1.23%	1.27%
36	Co Curricular Activity	19,585,319	1,336,884	18,248,435	6.83%	2.12%
41	Administration	13,074,998	988,666	12,086,332	7.56%	6.46%
51	Plant Maintenance and Operations	51,861,274	1,826,299	50,034,975	3.52%	3.70%
52	Security and Monitoring Services	8,427,616	501,167	7,926,449	5.95%	5.67%
53	Data Processing	9,590,958	289,246	9,301,712	3.02%	7.01%
61	Community Services	551,319	16,280	535,039	2.95%	3.84%
71	Debt Services	15,603,120	-	15,603,120	0.00%	0.01%
81	Facilities Acquisition and Construction	1,290,000	-	1,290,000	0.00%	0.00%
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	$ 498,991,483	$ 11,001,698	$ 487,989,785	2.20%	2.42%
	Excess (Deficiency) of Revenues Over (Under) Expenditures	$ (1,700,000)	$ (10,402,684)	$ 8,702,684		
	Assigned / Designated Fund Balance COVID-19	1,700,000				
	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 July 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	51,241,835	-	51,241,835	0.00%
79XX	Other Resources / Non-Operating Revenues	-	-	-	0.00%
	Total Revenues	$ 57,624,393	$ -	$ 57,624,393	0.00%
	EXPENDITURES				
11	Instruction	$ 39,946,458	$ 1,172,544	$ 38,773,914	2.94%
12	Instructional Resources	2,310,233	82,275	2,227,958	3.56%
13	Curriculum Development	3,828,612	440,876	3,387,736	11.52%
21	Instructional Leadership	1,847,116	105,874	1,741,242	5.73%
23	Campus Leadership	705,030	179,790	525,240	25.50%
31	Counseling and Guidance	2,469,881	35,621	2,434,260	1.44%
32	Social Work Services	-	-	-	0.00%
33	Health Services	1,661,596	24,177	1,637,419	1.46%
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	162,686	-	162,686	0.00%
52	Security and Monitoring Services	599,888	-	599,888	0.00%
53	Data Processing	227,355	-	227,355	0.00%
61	Community Services	3,837,749	61,822	3,775,927	1.61%
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	$ 57,624,393	$ 2,102,981	$ 55,521,412	3.65%
	Excess (Deficiency) of Revenues Over (Under) Expenditures	$ -	$ (2,102,981)	$ 2,102,981	

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 July 31, 2020

	Description	Budget (Adjusted)	Actual (To Date)	Balance	Percent Actual / Budget
	REVENUES				
57XX	Local Revenues	$ 10,263,746	$ 55,341	$ 10,208,405	0.54%
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	$ 55,341	$ 15,790,440	0.35%
	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	-	15,845,781	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	$ 15,845,781	$ -	$ 15,845,781	0.00%
	Excess (Deficiency) of Revenues Over (Under) Expenditures	$ -	$ 55,341	$ (55,341)	

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 July 31, 2020

	Description	Actual (To Date)
	REVENUES	
57XX	Local Revenues	$ 4,475,819
58XX	State Revenues	-
59XX	Federal Revenues	-
	Total Revenues	$ 4,475,819
	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	1,331,423
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	$ 1,331,423
	Excess (Deficiency) of Revenues Over (Under) Expenditures	$ 3,144,395
	Excess (Deficiency) - Estimated	$ 3,144,395

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 - 07/31/2020

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	472,962.10	472,962.10	17,681,864.90	97 %
62	PROF. CONTRACTED SERV.	586,000.00	0.00	586,000.00	117,153.69	0.00	0.00	468,846.31	80 %
63	SUPPLIES/MATERIALS	21,072,077.00	0.00	21,072,077.00	705,303.39	29,985.64	29,985.64	20,336,787.97	96 %
64	OTHER OPERATING COSTS	31,000.00	0.00	31,000.00	1,600.60	0.00	0.00	29,399.40	94 %
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	824,057.68	502,947.74	502,947.74	39,388,248.58	96 %
	Func: 35 Food Services								
	Fund Total:	40,715,254.00	0.00	40,715,254.00	824,057.68	502,947.74	502,947.74	39,388,248.58	96 %
	Fund: 161 Local Deaf								
61	PAYROLL COSTS	86,662.00	0.00	86,662.00	0.00	1,916.49	1,916.49	84,745.51	97 %
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	1,916.49	1,916.49	154,245.51	74 %
	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	5,737.15	5,737.15	52,402.85	90 %
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	5,737.15	5,737.15	53,402.85	90 %
	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 - 07/31/2020

Majo	Description	Budget Original	Adjustments	Current	Actual Encumbered	CUR	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	7,653.64	7,653.64	231,998.36	80 %
	Fund: 162 State Compensatory Ed								
61	PAYROLL COSTS	15,973,732.00	-2,400.00	15,971,332.00	0.00	181,608.60	181,608.60	15,789,723.40	98 %
62	PROF. CONTRACTED SERV.	466,875.00	4,400.00	471,275.00	194,508.34	0.00	0.00	276,766.66	58 %
63	SUPPLIES/MATERIALS	5,519,378.00	-2,000.00	5,517,378.00	1,151,389.28	0.00	0.00	4,365,988.72	79 %
64	OTHER OPERATING COSTS	33,880.00	0.00	33,880.00	0.00	0.00	0.00	33,880.00	100 %
	Function Total:	21,993,865.00	0.00	21,993,865.00	1,345,897.62	181,608.60	181,608.60	20,466,358.78	93 %
	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	156,684.02	156,684.02	5,664,741.98	97 %
62	PROF. CONTRACTED SERV.	677,450.00	325.00	677,775.00	186,920.80	0.00	0.00	490,854.20	72 %
63	SUPPLIES/MATERIALS	755,421.00	-325.00	755,096.00	137,535.65	0.00	0.00	617,560.35	81 %
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	0.00	7,287,697.00	324,456.45	156,684.02	156,684.02	6,806,556.53	93 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	235,438.00	0.00	235,438.00	0.00	24,196.85	24,196.85	211,241.15	89 %
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	24,196.85	24,196.85	233,507.27	89 %
	Func: 21 Instructional Leadership								
61	PAYROLL COSTS	1,529,943.00	0.00	1,529,943.00	0.00	53,784.41	53,784.41	1,476,158.59	96 %

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

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	250.29	0.00	0.00	21,399.71	98 %
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	3,098.97	53,784.41	53,784.41	1,506,009.62	96 %
Func: 23 Campus Leadership									
61	PAYROLL COSTS	1,708,091.00	0.00	1,708,091.00	0.00	15,438.70	15,438.70	1,692,652.30	99 %
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	15,438.70	15,438.70	1,702,752.30	99 %
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	725.88	725.88	77,500.12	99 %
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	725.88	725.88	78,050.12	99 %
Func: 33 Health Services									
61	PAYROLL COSTS	249,481.00	0.00	249,481.00	0.00	19,146.58	19,146.58	230,334.42	92 %
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	19,146.58	19,146.58	244,829.42	92 %
Func: 51 Plant Maint & Operations									
61	PAYROLL COSTS	116,247.00	0.00	116,247.00	0.00	8,881.62	8,881.62	107,365.38	92 %
Function Total:		116,247.00	0.00	116,247.00	0.00	8,881.62	8,881.62	107,365.38	92 %
Func: 52 Security & Monitoring Srv									
61	PAYROLL COSTS	73,240.00	0.00	73,240.00	0.00	2,085.90	2,085.90	71,154.10	97 %
63	SUPPLIES/MATERIALS	62,764.00	0.00	62,764.00	13,993.00	0.00	0.00	48,771.00	77 %
64	OTHER OPERATING COSTS	4,140.00	0.00	4,140.00	0.00	0.00	0.00	4,140.00	100 %
Function Total:		140,144.00	0.00	140,144.00	13,993.00	2,085.90	2,085.90	124,065.10	88 %
Func: 61 Community Services									

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

Majo	Description	Budget Original	Adjustments	Current	Encumbered	Actual CUR	YT	Balance	Percent Availabl
	Fund Total:	33,974,407.00	0.00	33,974,407.00	1,692,059.92	462,552.56	462,552.56	31,819,794.52	93 %
	Fund: 163 State Bilingual Ed								
61	PAYROLL COSTS	2,933,633.00	0.00	2,933,633.00	0.00	92,754.67	92,754.67	2,840,878.33	96 %
63	SUPPLIES/MATERIALS	423,993.00	0.00	423,993.00	2,806.34	0.00	0.00	421,186.66	99 %
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	2,806.34	92,754.67	92,754.67	3,264,064.99	97 %
	Func: 11 Instruction								
61	PAYROLL COSTS	464,541.00	0.00	464,541.00	0.00	8,302.14	8,302.14	456,238.86	98 %
62	PROF. CONTRACTED SERV.	66,000.00	0.00	66,000.00	625.00	0.00	0.00	65,375.00	99 %
63	SUPPLIES/MATERIALS	209,126.00	0.00	209,126.00	0.00	0.00	0.00	209,126.00	100 %
64	OTHER OPERATING COSTS	35,000.00	0.00	35,000.00	0.00	0.00	0.00	35,000.00	100 %
	Function Total:	774,667.00	0.00	774,667.00	625.00	8,302.14	8,302.14	765,739.86	98 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	185,960.00	0.00	185,960.00	0.00	18,257.82	18,257.82	167,702.18	90 %
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	18,257.82	18,257.82	214,102.66	90 %
	Func: 21 Instructional Leadership								
61	PAYROLL COSTS	318,995.00	0.00	318,995.00	0.00	75,018.14	75,018.14	243,976.86	76 %
	Function Total:	318,995.00	0.00	318,995.00	0.00	75,018.14	75,018.14	243,976.86	76 %
	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	86,395.00	0.00	0.00	103,605.00	54 %
	Function Total:	335,000.00	0.00	335,000.00	215,432.50	0.00	0.00	119,567.50	35 %
	Func: 31 Counseling & Guidance								
	Fund Total:	5,024,248.00	0.00	5,024,248.00	222,463.36	194,332.77	194,332.77	4,607,451.87	91 %
	Fund: 164 State Vocational Ed								
61	PAYROLL COSTS	10,147,775.00	0.00	10,147,775.00	0.00	135,753.18	135,753.18	10,012,021.82	98 %
62	PROF. CONTRACTED SERV.	1,012,531.00	0.00	1,012,531.00	581,416.40	0.00	0.00	431,114.60	42 %

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

Majo	Description	Budget Original	Adjustments	Current	Actual Encumbered	CUR	YT	Balance	Percent Availabl
63	SUPPLIES/MATERIALS	1,777,302.00	0.00	1,777,302.00	11,939.55	0.00	0.00	1,765,362.45	99 %
64	OTHER OPERATING COSTS	500,113.00	0.00	500,113.00	24,450.00	0.00	0.00	475,663.00	95 %
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	0.00	13,562,016.00	617,805.95	135,753.18	135,753.18	12,808,456.87	94 %
Func: 11 Instruction									
64	OTHER OPERATING COSTS	105,090.00	0.00	105,090.00	900.00	0.00	0.00	104,190.00	99 %
Function Total:		105,090.00	0.00	105,090.00	900.00	0.00	0.00	104,190.00	99 %
Func: 13 Curriculum Development									
61	PAYROLL COSTS	541,185.00	0.00	541,185.00	0.00	51,590.72	51,590.72	489,594.28	90 %
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	112.96	0.00	0.00	16,037.04	99 %
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	6,033.52	51,590.72	51,590.72	508,258.76	89 %
Func: 21 Instructional Leadership									
61	PAYROLL COSTS	631,252.00	0.00	631,252.00	0.00	5,923.65	5,923.65	625,328.35	99 %
63	SUPPLIES/MATERIALS	84,500.00	0.00	84,500.00	0.00	0.00	0.00	84,500.00	100 %
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	0.00	5,923.65	5,923.65	808,928.35	99 %
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	10,032.00	0.00	0.00	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	10,032.00	0.00	0.00	966,868.00	98 %
Func: 36 Co Curricular Activity									
Fund Total:		16,024,741.00	0.00	16,024,741.00	634,771.47	193,267.55	193,267.55	15,196,701.98	94 %
Fund: 165 Athletics									
64	OTHER OPERATING COSTS	70,910.00	0.00	70,910.00	0.00	0.00	0.00	70,910.00	100 %
Function Total:		70,910.00	0.00	70,910.00	0.00	0.00	0.00	70,910.00	100 %
Func: 13 Curriculum Development									
61	PAYROLL COSTS	5,889,947.00	0.00	5,889,947.00	0.00	71,752.27	71,752.27	5,818,194.73	98 %

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

		Budget				Actual			
Majo	Description	Original	Adjustments	Current	Encumbered	CUR	YT	Balance	Percent Availabl
62	PROF. CONTRACTED SERV.	709,157.00	0.00	709,157.00	46,742.68	0.00	0.00	662,414.32	93 %
63	SUPPLIES/MATERIALS	1,944,212.00	0.00	1,944,212.00	82,378.62	0.00	0.00	1,861,833.38	95 %
64	OTHER OPERATING COSTS	1,838,077.00	0.00	1,838,077.00	861.42	300,000.00	300,000.00	1,537,215.58	83 %
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	0.00	10,483,178.00	129,982.72	371,752.27	371,752.27	9,981,443.01	95 %
Func: 36 Co Curricular Activity									
61	PAYROLL COSTS	438,660.00	0.00	438,660.00	0.00	36,829.71	36,829.71	401,830.29	91 %
63	SUPPLIES/MATERIALS	11,680.00	0.00	11,680.00	718.92	705.36	705.36	10,255.72	87 %
Function Total:		450,340.00	0.00	450,340.00	718.92	37,535.07	37,535.07	412,086.01	91 %
Func: 51 Plant Maint & Operations									
Fund Total:		11,004,428.00	0.00	11,004,428.00	130,701.64	409,287.34	409,287.34	10,464,439.02	95 %
Fund: 166 State Special Ed									
61	PAYROLL COSTS	32,292,839.00	30,000.00	32,322,839.00	0.00	599,040.59	599,040.59	31,723,798.41	98 %
62	PROF. CONTRACTED SERV.	240,000.00	0.00	240,000.00	13,599.52	0.00	0.00	226,400.48	94 %
63	SUPPLIES/MATERIALS	710,268.00	-30,000.00	680,268.00	0.00	0.00	0.00	680,268.00	100 %
64	OTHER OPERATING COSTS	444,552.00	0.00	444,552.00	59,310.00	0.00	0.00	385,242.00	86 %
Function Total:		33,687,659.00	0.00	33,687,659.00	72,909.52	599,040.59	599,040.59	33,015,708.89	98 %
Func: 11 Instruction									
61	PAYROLL COSTS	2,000.00	8,500.00	10,500.00	0.00	5,767.38	5,767.38	4,732.62	45 %
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	0.00	0.00	0.00	10,000.00	100 %
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	0.00	5,767.38	5,767.38	245,412.62	97 %
Func: 13 Curriculum Development									
61	PAYROLL COSTS	1,401,332.00	0.00	1,401,332.00	0.00	96,497.64	96,497.64	1,304,834.36	93 %
62	PROF. CONTRACTED SERV.	112,330.00	0.00	112,330.00	10,795.56	0.00	0.00	101,534.44	90 %
63	SUPPLIES/MATERIALS	27,000.00	0.00	27,000.00	1,210.77	0.00	0.00	25,789.23	95 %
64	OTHER OPERATING COSTS	36,570.00	0.00	36,570.00	14,949.00	0.00	0.00	21,621.00	59 %
Function Total:		1,577,232.00	0.00	1,577,232.00	26,955.33	96,497.64	96,497.64	1,453,779.03	92 %
Func: 21 Instructional Leadership									
61	PAYROLL COSTS	601,821.00	0.00	601,821.00	0.00	4,979.57	4,979.57	596,841.43	99 %

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Majo	Description	Budget Original	Adjustments	Current	Actual Encumbered	CUR	YT	Balance	Percent Availabl
63	SUPPLIES/MATERIALS	2,500.00	0.00	2,500.00	0.00	0.00	0.00	2,500.00	100 %
64	OTHER OPERATING COSTS	10,000.00	0.00	10,000.00	1,530.00	0.00	0.00	8,470.00	84 %
Function Total:		614,321.00	0.00	614,321.00	1,530.00	4,979.57	4,979.57	607,811.43	98 %
Func: 23 Campus Leadership									
61	PAYROLL COSTS	3,155,664.00	0.00	3,155,664.00	0.00	40,364.93	40,364.93	3,115,299.07	98 %
62	PROF. CONTRACTED SERV.	114,000.00	0.00	114,000.00	8,860.80	0.00	0.00	105,139.20	92 %
63	SUPPLIES/MATERIALS	224,800.00	0.00	224,800.00	0.00	0.00	0.00	224,800.00	100 %
64	OTHER OPERATING COSTS	50,200.00	0.00	50,200.00	10,575.00	0.00	0.00	39,625.00	78 %
Function Total:		3,544,664.00	0.00	3,544,664.00	19,435.80	40,364.93	40,364.93	3,484,863.27	98 %
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	60,000.00	0.00	0.00	20,000.00	25 %
Function Total:		80,000.00	0.00	80,000.00	60,000.00	0.00	0.00	20,000.00	25 %
Func: 41 Administration									
61	PAYROLL COSTS	39,662.00	0.00	39,662.00	0.00	3,041.56	3,041.56	36,620.44	92 %
63	SUPPLIES/MATERIALS	7,000.00	0.00	7,000.00	1,841.60	0.00	0.00	5,158.40	73 %
Function Total:		46,662.00	0.00	46,662.00	1,841.60	3,041.56	3,041.56	41,778.84	89 %
Func: 51 Plant Maint & Operations									

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Majo	Description	Budget Original	Adjustments	Current	Encumbered	Actual CUR	YT	Balance	Percent Availabl
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	124.42	124.42	7,875.58	98 %
62	PROF. CONTRACTED SERV.	15,800.00	0.00	15,800.00	1,000.00	0.00	0.00	14,800.00	93 %
63	SUPPLIES/MATERIALS	7,950.00	0.00	7,950.00	2,000.00	0.00	0.00	5,950.00	74 %
64	OTHER OPERATING COSTS	15,250.00	0.00	15,250.00	1,935.00	0.00	0.00	13,315.00	87 %
Function Total:		47,000.00	0.00	47,000.00	4,935.00	124.42	124.42	41,940.58	89 %
Func: 61 Community Services									
Fund Total:		39,911,718.00	0.00	39,911,718.00	188,606.25	749,816.09	749,816.09	38,973,295.66	97 %
Fund: 188 TAX RATE INCREASE									
65	DEBT SERVICE	9,673,600.00	0.00	9,673,600.00	0.00	0.00	0.00	9,673,600.00	100 %
Function Total:		9,673,600.00	0.00	9,673,600.00	0.00	0.00	0.00	9,673,600.00	100 %
Func: 71 Debt Services									
66	CAP. OUT.-BUILD/EQUIP	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100 %
Function Total:		1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100 %
Func: 81 Facilities Acq & Constr									
Fund Total:		10,673,600.00	0.00	10,673,600.00	0.00	0.00	0.00	10,673,600.00	100 %
Fund: 189 MAINT TAX NOTES 2017									
Fund Total:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
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	%

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	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	-5,435.00	274,565.00	20,718.20	0.00	0.00	253,846.80	92 %
66	CAP. OUT.-BUILD/EQUIP	0.00	5,435.00	5,435.00	0.00	0.00	0.00	5,435.00	100 %
	Function Total:	280,000.00	0.00	280,000.00	20,718.20	0.00	0.00	259,281.80	92 %
	Func: 11 Instruction								
62	PROF. CONTRACTED SERV.	213,500.00	0.00	213,500.00	0.00	0.00	0.00	213,500.00	100 %
63	SUPPLIES/MATERIALS	136,500.00	0.00	136,500.00	5,292.00	0.00	0.00	131,208.00	96 %
	Function Total:	350,000.00	0.00	350,000.00	5,292.00	0.00	0.00	344,708.00	98 %
	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	14,482.64	0.00	0.00	41,005.36	73 %
	Function Total:	65,188.00	0.00	65,188.00	14,482.64	0.00	0.00	50,705.36	77 %
	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	40,170.00	9,500.00	9,500.00	98,730.00	66 %
	Function Total:	160,000.00	0.00	160,000.00	40,170.00	9,500.00	9,500.00	110,330.00	68 %
	Func: 41 Administration								
62	PROF. CONTRACTED SERV.	2,500,000.00	-213,879.00	2,286,121.00	75,345.30	0.00	0.00	2,210,775.70	96 %
63	SUPPLIES/MATERIALS	0.00	213,879.00	213,879.00	69,259.39	0.00	0.00	144,619.61	67 %
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	144,604.69	0.00	0.00	2,605,395.31	94 %
	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 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	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								
	Fund Total:	3,905,188.00	0.00	3,905,188.00	225,267.53	9,500.00	9,500.00	3,670,420.47	93 %
	Fund: 198 Medical Reimbursement-SHA								
61	PAYROLL COSTS	0.00	0.00	0.00	0.00	1,008.96	1,008.96	-1,008.96	%
	Function Total:	0.00	0.00	0.00	0.00	1,008.96	1,008.96	-1,008.96	%
	Func: 11 Instruction								
61	PAYROLL COSTS	0.00	0.00	0.00	0.00	269.61	269.61	-269.61	%
	Function Total:	0.00	0.00	0.00	0.00	269.61	269.61	-269.61	%
	Func: 36 Co Curricular Activity								
	Fund Total:	0.00	0.00	0.00	0.00	1,278.57	1,278.57	-1,278.57	%
	Fund: 199 Local Maintenance								
61	PAYROLL COSTS	170,156,167.00	6,298.00	170,162,465.00	0.00	2,516,053.34	2,516,053.34	167,646,411.66	98 %
62	PROF. CONTRACTED SERV.	1,101,404.00	15,677.00	1,117,081.00	897,240.00	0.00	0.00	219,841.00	19 %
63	SUPPLIES/MATERIALS	1,426,753.00	378,025.00	1,804,778.00	35,821.08	0.00	0.00	1,768,956.92	98 %
64	OTHER OPERATING COSTS	698,166.00	0.00	698,166.00	14,108.50	0.00	0.00	684,057.50	97 %
	Function Total:	173,382,490.00	400,000.00	173,782,490.00	947,169.58	2,516,053.34	2,516,053.34	170,319,267.08	98 %
	Func: 11 Instruction								
61	PAYROLL COSTS	6,019,271.00	0.00	6,019,271.00	0.00	173,762.89	173,762.89	5,845,508.11	97 %
62	PROF. CONTRACTED SERV.	808,059.00	0.00	808,059.00	556,632.37	1,139.53	1,139.53	250,287.10	30 %
63	SUPPLIES/MATERIALS	362,891.00	0.00	362,891.00	2,356.49	0.00	0.00	360,534.51	99 %
64	OTHER OPERATING COSTS	29,300.00	0.00	29,300.00	0.00	0.00	0.00	29,300.00	100 %
66	CAP. OUT.-BUILD/EQUIP	36,970.00	0.00	36,970.00	0.00	0.00	0.00	36,970.00	100 %
	Function Total:	7,256,491.00	0.00	7,256,491.00	558,988.86	174,902.42	174,902.42	6,522,599.72	89 %
	Func: 12 Instructional Resources								
61	PAYROLL COSTS	2,509,521.00	0.00	2,509,521.00	0.00	105,674.06	105,674.06	2,403,846.94	95 %
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	-20,440.00	100,064.00	13,900.00	0.00	0.00	86,164.00	86 %
64	OTHER OPERATING COSTS	218,024.00	16,440.00	234,464.00	1,322.39	0.00	0.00	233,141.61	99 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	2,948,681.00	0.00	2,948,681.00	56,793.43	105,674.06	105,674.06	2,786,213.51	94 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	3,147,812.00	0.00	3,147,812.00	0.00	237,096.72	237,096.72	2,910,715.28	92 %
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	8,914.00	158,286.00	20,291.53	0.00	0.00	137,994.47	87 %
64	OTHER OPERATING COSTS	141,820.00	-7,300.00	134,520.00	7,400.41	0.00	0.00	127,119.59	94 %
	Function Total:	3,557,038.00	1,614.00	3,558,652.00	65,775.02	237,096.72	237,096.72	3,255,780.26	91 %
	Func: 21 Instructional Leadership								
61	PAYROLL COSTS	23,880,387.00	0.00	23,880,387.00	0.00	470,164.52	470,164.52	23,410,222.48	98 %
62	PROF. CONTRACTED SERV.	437,141.00	0.00	437,141.00	157,125.72	0.00	0.00	280,015.28	64 %
63	SUPPLIES/MATERIALS	354,374.00	0.00	354,374.00	24,242.16	0.00	0.00	330,131.84	93 %
64	OTHER OPERATING COSTS	356,254.00	0.00	356,254.00	8,369.10	0.00	0.00	347,884.90	97 %
	Function Total:	25,028,156.00	0.00	25,028,156.00	189,736.98	470,164.52	470,164.52	24,368,254.50	97 %
	Func: 23 Campus Leadership								
61	PAYROLL COSTS	12,588,128.00	0.00	12,588,128.00	0.00	197,705.44	197,705.44	12,390,422.56	98 %
62	PROF. CONTRACTED SERV.	315,744.00	0.00	315,744.00	102,094.46	0.00	0.00	213,649.54	67 %
63	SUPPLIES/MATERIALS	283,605.00	-1,614.00	281,991.00	4,519.20	0.00	0.00	277,471.80	98 %
64	OTHER OPERATING COSTS	52,946.00	0.00	52,946.00	1,147.50	0.00	0.00	51,798.50	97 %
	Function Total:	13,240,423.00	-1,614.00	13,238,809.00	107,761.16	197,705.44	197,705.44	12,933,342.40	97 %
	Func: 31 Counseling & Guidance								
61	PAYROLL COSTS	298,101.00	0.00	298,101.00	0.00	10,766.36	10,766.36	287,334.64	96 %
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	0.00	0.00	0.00	10,500.00	100 %
	Function Total:	323,367.00	0.00	323,367.00	0.00	10,766.36	10,766.36	312,600.64	96 %
	Func: 32 Social Work Services								
61	PAYROLL COSTS	4,511,293.00	0.00	4,511,293.00	0.00	76,077.96	76,077.96	4,435,215.04	98 %
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	3,740.00	0.00	0.00	93,811.00	96 %
64	OTHER OPERATING COSTS	7,930.00	0.00	7,930.00	1,080.00	0.00	0.00	6,850.00	86 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	4,722,673.00	0.00	4,722,673.00	7,218.68	76,077.96	76,077.96	4,639,376.36	98 %
	Func: 33 Health Services								
61	PAYROLL COSTS	8,829,493.00	0.00	8,829,493.00	0.00	166,123.02	166,123.02	8,663,369.98	98 %
62	PROF. CONTRACTED SERV.	458,827.00	0.00	458,827.00	234,529.23	2,167.66	2,167.66	222,130.11	48 %
63	SUPPLIES/MATERIALS	1,328,300.00	0.00	1,328,300.00	677,965.27	0.00	0.00	650,334.73	48 %
64	OTHER OPERATING COSTS	528,500.00	0.00	528,500.00	600.00	0.00	0.00	527,900.00	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	913,094.50	168,290.68	168,290.68	10,113,185.82	90 %
	Func: 34 Student Transportation								
61	PAYROLL COSTS	840,000.00	0.00	840,000.00	0.00	8,125.06	8,125.06	831,874.94	99 %
	Function Total:	840,000.00	0.00	840,000.00	0.00	8,125.06	8,125.06	831,874.94	99 %
	Func: 35 Food Services								
61	PAYROLL COSTS	3,250,905.00	0.00	3,250,905.00	0.00	341,016.88	341,016.88	2,909,888.12	89 %
62	PROF. CONTRACTED SERV.	161,347.00	52,433.00	213,780.00	42,012.56	0.00	0.00	171,767.44	80 %
63	SUPPLIES/MATERIALS	1,873,866.00	-290,984.00	1,582,882.00	39,402.59	55.56	55.56	1,543,423.85	97 %
64	OTHER OPERATING COSTS	2,806,623.00	238,551.00	3,045,174.00	6,587.20	623,790.00	623,790.00	2,414,796.80	79 %
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	0.00	8,095,741.00	88,002.35	964,862.44	964,862.44	7,042,876.21	86 %
	Func: 36 Co Curricular Activity								
61	PAYROLL COSTS	9,075,254.00	0.00	9,075,254.00	0.00	851,084.19	851,084.19	8,224,169.81	90 %
62	PROF. CONTRACTED SERV.	1,906,629.00	52,250.00	1,958,879.00	655,480.17	5,901.47	5,901.47	1,297,497.36	66 %
63	SUPPLIES/MATERIALS	584,924.00	86,750.00	671,674.00	50,843.68	2,685.63	2,685.63	618,144.69	92 %
64	OTHER OPERATING COSTS	1,168,191.00	-39,000.00	1,129,191.00	88,759.94	119,495.11	119,495.11	920,935.95	81 %
	Function Total:	12,734,998.00	100,000.00	12,834,998.00	795,083.79	979,166.40	979,166.40	11,060,747.81	86 %
	Func: 41 Administration								
61	PAYROLL COSTS	23,083,571.00	21,000.00	23,104,571.00	0.00	1,693,828.86	1,693,828.86	21,410,742.14	92 %
62	PROF. CONTRACTED SERV.	15,654,254.00	0.00	15,654,254.00	193,090.77	39,224.16	39,224.16	15,421,939.07	98 %
63	SUPPLIES/MATERIALS	4,055,771.00	1,202,000.00	5,257,771.00	205,087.32	33,522.43	33,522.43	5,019,161.25	95 %
64	OTHER OPERATING COSTS	4,116,700.00	-23,000.00	4,093,700.00	6,750.00	0.00	0.00	4,086,950.00	99 %
66	CAP. OUT.-BUILD/EQUIP	240,000.00	0.00	240,000.00	0.00	0.00	0.00	240,000.00	100 %

Brownsville Independent School District
Expenditure Summary Report
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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	47,150,296.00	1,200,000.00	48,350,296.00	404,928.09	1,766,575.45	1,766,575.45	46,178,792.46	95 %
	Func: 51 Plant Maint & Operations								
61	PAYROLL COSTS	7,309,679.00	0.00	7,309,679.00	0.00	490,568.16	490,568.16	6,819,110.84	93 %
62	PROF. CONTRACTED SERV.	174,399.00	0.00	174,399.00	59,283.24	0.00	0.00	115,115.76	66 %
63	SUPPLIES/MATERIALS	372,732.00	0.00	372,732.00	55,888.52	1,516.78	1,516.78	315,326.70	84 %
64	OTHER OPERATING COSTS	83,159.00	0.00	83,159.00	5,007.50	200.00	200.00	77,951.50	93 %
66	CAP. OUT.-BUILD/EQUIP	71,400.00	0.00	71,400.00	0.00	0.00	0.00	71,400.00	100 %
	Function Total:	8,011,369.00	0.00	8,011,369.00	120,179.26	492,284.94	492,284.94	7,398,904.80	92 %
	Func: 52 Security & Monitoring Srv								
61	PAYROLL COSTS	2,569,601.00	0.00	2,569,601.00	0.00	220,639.14	220,639.14	2,348,961.86	91 %
62	PROF. CONTRACTED SERV.	5,080,592.00	0.00	5,080,592.00	1,342,514.19	68,606.67	68,606.67	3,669,471.14	72 %
63	SUPPLIES/MATERIALS	1,193,023.00	0.00	1,193,023.00	392,185.28	0.00	0.00	800,837.72	67 %
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	1,734,699.47	289,245.81	289,245.81	7,532,012.72	78 %
	Func: 53 Data Processing								
61	PAYROLL COSTS	270,898.00	0.00	270,898.00	0.00	14,069.76	14,069.76	256,828.24	94 %
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	0.00	0.00	0.00	43,578.00	100 %
64	OTHER OPERATING COSTS	40,450.00	0.00	40,450.00	135.00	0.00	0.00	40,315.00	99 %
	Function Total:	360,975.00	0.00	360,975.00	2,533.68	14,069.76	14,069.76	344,371.56	95 %
	Func: 61 Community Services								
65	DEBT SERVICE	5,929,520.00	0.00	5,929,520.00	1,215,531.00	0.00	0.00	4,713,989.00	79 %
	Function Total:	5,929,520.00	0.00	5,929,520.00	1,215,531.00	0.00	0.00	4,713,989.00	79 %
	Func: 71 Debt Services								
66	CAP. OUT.-BUILD/EQUIP	290,000.00	0.00	290,000.00	21,200.00	0.00	0.00	268,800.00	92 %
	Function Total:	290,000.00	0.00	290,000.00	21,200.00	0.00	0.00	268,800.00	92 %
	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 %

Brownsville Independent School District
Expenditure Summary Report
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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	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	1,700,000.00	337,468,247.00	7,458,826.60	8,471,061.36	8,471,061.36	321,538,359.04	95 %
	Grand Total:	497,291,483.00	1,700,000.00	498,991,483.00	11,426,754.45	11,001,697.62	11,001,697.62	476,563,030.93	95 %

Brownsville Independent School District
Expenditure Summary Report
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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual 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	2,452.59	2,452.59	123,413.41	98 %
63	SUPPLIES/MATERIALS	37,234.00	1,081.00	38,315.00	0.00	0.00	0.00	38,315.00	100 %
64	OTHER OPERATING COSTS	5,500.00	2,679.00	8,179.00	0.00	0.00	0.00	8,179.00	100 %
	Function Total:	145,491.00	26,869.00	172,360.00	0.00	2,452.59	2,452.59	169,907.41	98 %
	Func: 61 Community Services								
	Fund Total:	145,491.00	26,869.00	172,360.00	0.00	2,452.59	2,452.59	169,907.41	98 %
	Fund: 211 ESEA TITLE I								
61	PAYROLL COSTS	7,629,567.00	2,676,787.00	10,306,354.00	0.00	787,686.26	787,686.26	9,518,667.74	92 %
62	PROF. CONTRACTED SERV.	170,830.00	49,082.00	219,912.00	41,231.25	0.00	0.00	178,680.75	81 %
63	SUPPLIES/MATERIALS	4,890,456.00	1,052,180.00	5,942,636.00	589,269.76	0.00	0.00	5,353,366.24	90 %
64	OTHER OPERATING COSTS	711,634.00	11,703.00	723,337.00	0.00	0.00	0.00	723,337.00	100 %
	Function Total:	13,402,487.00	3,789,752.00	17,192,239.00	630,501.01	787,686.26	787,686.26	15,774,051.73	91 %
	Func: 11 Instruction								
61	PAYROLL COSTS	1,523,227.00	139,800.00	1,663,027.00	0.00	39,392.70	39,392.70	1,623,634.30	97 %
63	SUPPLIES/MATERIALS	188,893.00	9,035.00	197,928.00	0.00	0.00	0.00	197,928.00	100 %
64	OTHER OPERATING COSTS	50.00	45.00	95.00	0.00	0.00	0.00	95.00	100 %
	Function Total:	1,712,170.00	148,880.00	1,861,050.00	0.00	39,392.70	39,392.70	1,821,657.30	97 %
	Func: 12 Instructional Resources								
61	PAYROLL COSTS	1,586,165.00	134,693.00	1,720,858.00	0.00	337,832.22	337,832.22	1,383,025.78	80 %
62	PROF. CONTRACTED SERV.	114,150.00	84,801.00	198,951.00	65,920.00	0.00	0.00	133,031.00	66 %
63	SUPPLIES/MATERIALS	459,664.00	91,535.00	551,199.00	0.00	0.00	0.00	551,199.00	100 %
64	OTHER OPERATING COSTS	295,984.00	25,334.00	321,318.00	3,739.00	0.00	0.00	317,579.00	98 %
	Function Total:	2,455,963.00	336,363.00	2,792,326.00	69,659.00	337,832.22	337,832.22	2,384,834.78	85 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	700,405.00	13,223.00	713,628.00	0.00	64,211.31	64,211.31	649,416.69	91 %
62	PROF. CONTRACTED SERV.	10,720.00	5,704.00	16,424.00	3,599.52	0.00	0.00	12,824.48	78 %
63	SUPPLIES/MATERIALS	278,059.00	32,504.00	310,563.00	24,802.91	0.00	0.00	285,760.09	92 %

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Expenditure Summary Report
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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
64	OTHER OPERATING COSTS	13,600.00	7,761.00	21,361.00	0.00	0.00	0.00	21,361.00	100 %
	Function Total:	1,002,784.00	59,192.00	1,061,976.00	28,402.43	64,211.31	64,211.31	969,362.26	91 %
	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	0.00	0.00	0.00	1,000.00	100 %
63	SUPPLIES/MATERIALS	196,189.00	80,144.00	276,333.00	0.00	0.00	0.00	276,333.00	100 %
64	OTHER OPERATING COSTS	55,468.00	1,717.00	57,185.00	0.00	0.00	0.00	57,185.00	100 %
	Function Total:	414,518.00	290,413.00	704,931.00	0.00	177,254.09	177,254.09	527,676.91	74 %
	Func: 23 Campus Leadership								
61	PAYROLL COSTS	34,087.00	50,188.00	84,275.00	0.00	4,654.05	4,654.05	79,620.95	94 %
62	PROF. CONTRACTED SERV.	50,000.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	%
63	SUPPLIES/MATERIALS	97,894.00	203.00	98,097.00	714.67	0.00	0.00	97,382.33	99 %
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	50,391.00	243,772.00	50,714.67	4,654.05	4,654.05	188,403.28	77 %
	Func: 31 Counseling & Guidance								
61	PAYROLL COSTS	1,487,420.00	132,177.00	1,619,597.00	0.00	24,177.39	24,177.39	1,595,419.61	98 %
63	SUPPLIES/MATERIALS	40,540.00	1,459.00	41,999.00	0.00	0.00	0.00	41,999.00	100 %
	Function Total:	1,527,960.00	133,636.00	1,661,596.00	0.00	24,177.39	24,177.39	1,637,418.61	98 %
	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	12.00	0.00	0.00	177,610.00	99 %
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	12.00	0.00	0.00	222,674.00	99 %
	Func: 51 Plant Maint & Operations								
62	PROF. CONTRACTED SERV.	0.00	55,022.00	55,022.00	0.00	0.00	0.00	55,022.00	100 %
	Function Total:	0.00	55,022.00	55,022.00	0.00	0.00	0.00	55,022.00	100 %
	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	323,578.00	2,018,676.00	0.00	47,698.60	47,698.60	1,970,977.40	97 %
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	-39,388.00	250,436.00	0.00	0.00	0.00	250,436.00	100 %
64	OTHER OPERATING COSTS	119,108.00	26,894.00	146,002.00	900.00	0.00	0.00	145,102.00	99 %
Function Total:		2,237,530.00	507,124.00	2,744,654.00	900.00	47,698.60	47,698.60	2,696,055.40	98 %
Func: 61 Community Services									
Fund Total:		23,030,957.00	5,512,784.00	28,543,741.00	780,189.11	1,482,906.62	1,482,906.62	26,280,645.27	92 %
Fund: 212 ESEA TITLE I PT C MIGRAN									
61	PAYROLL COSTS	40,000.00	155,896.00	195,896.00	0.00	34,047.15	34,047.15	161,848.85	82 %
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	34,047.15	34,047.15	600,431.85	94 %
Func: 11 Instruction									
61	PAYROLL COSTS	1,350.00	1,604.00	2,954.00	0.00	1,180.27	1,180.27	1,773.73	60 %
Function Total:		1,350.00	1,604.00	2,954.00	0.00	1,180.27	1,180.27	1,773.73	60 %
Func: 13 Curriculum Development									
61	PAYROLL COSTS	294,117.00	13,033.00	307,150.00	0.00	29,194.28	29,194.28	277,955.72	90 %
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	29,491.56	29,491.56	406,557.76	92 %
Func: 21 Instructional Leadership									
61	PAYROLL COSTS	93,599.00	4,854.00	98,453.00	0.00	1,321.08	1,321.08	97,131.92	98 %
Function Total:		93,599.00	4,854.00	98,453.00	0.00	1,321.08	1,321.08	97,131.92	98 %
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	11,671.00	11,671.00	330,319.00	96 %

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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	1,085.00	0.00	0.00	84,343.00	98 %
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	1,085.00	11,671.00	11,671.00	427,337.00	97 %
Func: 61 Community Services									
Fund Total:		1,052,384.00	581,343.00	1,633,727.00	3,483.68	77,711.06	77,711.06	1,552,532.26	95 %
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	1,105.19	1,105.19	125,046.81	99 %
Function Total:		126,152.00	0.00	126,152.00	0.00	1,105.19	1,105.19	125,046.81	99 %
Func: 11 Instruction									
61	PAYROLL COSTS	2,782.00	0.00	2,782.00	0.00	267.80	267.80	2,514.20	90 %
Function Total:		2,782.00	0.00	2,782.00	0.00	267.80	267.80	2,514.20	90 %
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	0.00	0.00	0.00	5,381.00	100 %
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	0.00	0.00	0.00	17,842.00	100 %
Func: 61 Community Services									
Fund Total:		146,274.00	502.00	146,776.00	0.00	1,372.99	1,372.99	145,403.01	99 %
Fund: 224 IDEA B									
61	PAYROLL COSTS	6,390,022.00	1,158,475.00	7,548,497.00	0.00	117,073.13	117,073.13	7,431,423.87	98 %
Function Total:		6,390,022.00	1,158,475.00	7,548,497.00	0.00	117,073.13	117,073.13	7,431,423.87	98 %
Func: 11 Instruction									
61	PAYROLL COSTS	1,368,146.00	100,013.00	1,468,159.00	0.00	20,506.33	20,506.33	1,447,652.67	98 %

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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	20,506.33	20,506.33	1,447,652.67	98 %
	Func: 31 Counseling & Guidance								
	Fund Total:	7,758,168.00	1,258,488.00	9,016,656.00	0.00	137,579.46	137,579.46	8,879,076.54	98 %
	Fund: 225 IDEA B-PRESCHOOL								
61	PAYROLL COSTS	83,527.00	80,998.00	164,525.00	0.00	1,269.81	1,269.81	163,255.19	99 %
	Function Total:	83,527.00	80,998.00	164,525.00	0.00	1,269.81	1,269.81	163,255.19	99 %
	Func: 11 Instruction								
	Fund Total:	83,527.00	80,998.00	164,525.00	0.00	1,269.81	1,269.81	163,255.19	99 %
	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	4,875.37	4,875.37	205,919.63	97 %
62	PROF. CONTRACTED SERV.	50,000.00	0.00	50,000.00	0.00	0.00	0.00	50,000.00	100 %
63	SUPPLIES/MATERIALS	175,223.00	49,297.00	224,520.00	0.00	0.00	0.00	224,520.00	100 %
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	0.00	4,657.87	4,657.87	647,587.13	99 %
	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								

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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	0.00	4,657.87	4,657.87	794,474.13	99 %
	Fund: 255 TEACH PRINC TRAIN AND REC								
61	PAYROLL COSTS	1,863,849.00	166,153.00	2,030,002.00	0.00	22,369.51	22,369.51	2,007,632.49	98 %
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	22,369.51	22,369.51	2,131,442.49	98 %
	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	0.00	0.00	0.00	140,899.00	100 %
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	0.00	0.00	0.00	245,839.00	100 %
	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	0.00	22,369.51	22,369.51	2,467,302.49	99 %
	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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Expenditure Summary Report
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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: 263 ENGLISH LANGUAGE ACQUISIT								
61	PAYROLL COSTS	480,326.00	39,770.00	520,096.00	0.00	30,644.32	30,644.32	489,451.68	94 %
62	PROF. CONTRACTED SERV.	173,000.00	17,040.00	190,040.00	28,000.00	0.00	0.00	162,040.00	85 %
63	SUPPLIES/MATERIALS	272,257.00	233,123.00	505,380.00	8,775.75	0.00	0.00	496,604.25	98 %
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	289,933.00	1,221,516.00	36,775.75	30,644.32	30,644.32	1,154,095.93	94 %
	Func: 11 Instruction								
61	PAYROLL COSTS	175,601.00	36,534.00	212,135.00	0.00	9,759.24	9,759.24	202,375.76	95 %
62	PROF. CONTRACTED SERV.	0.00	99,335.00	99,335.00	46,900.00	0.00	0.00	52,435.00	52 %
63	SUPPLIES/MATERIALS	5,704.00	0.00	5,704.00	0.00	0.00	0.00	5,704.00	100 %
64	OTHER OPERATING COSTS	11,767.00	0.00	11,767.00	0.00	0.00	0.00	11,767.00	100 %
	Function Total:	193,072.00	135,869.00	328,941.00	46,900.00	9,759.24	9,759.24	272,281.76	82 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	35,148.00	1,044.00	36,192.00	0.00	3,421.70	3,421.70	32,770.30	90 %
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	293.00	2,321.00	0.00	0.00	0.00	2,321.00	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	1,355.00	43,458.00	0.00	3,421.70	3,421.70	40,036.30	92 %
	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	5,139.54	0.00	0.00	7,860.46	60 %
	Function Total:	7,000.00	6,000.00	13,000.00	5,139.54	0.00	0.00	7,860.46	60 %
	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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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	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	88,815.29	43,825.26	43,825.26	1,489,954.45	91 %
	Fund: 265 21ST CENTURY LEARNING CEN								
61	PAYROLL COSTS	0.00	209,596.00	209,596.00	0.00	60,561.89	60,561.89	149,034.11	71 %
	Function Total:	0.00	209,596.00	209,596.00	0.00	60,561.89	60,561.89	149,034.11	71 %
	Func: 11 Instruction								
	Fund Total:	0.00	209,596.00	209,596.00	0.00	60,561.89	60,561.89	149,034.11	71 %
	Fund: 266 CARES STIMULUS GRANT								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	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	0.00	0.00	0.00	100,728.00	100 %
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	0.00	0.00	0.00	205,445.00	100 %
	Func: 11 Instruction								
61	PAYROLL COSTS	260,191.00	70,519.00	330,710.00	0.00	3,240.49	3,240.49	327,469.51	99 %
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	0.00	0.00	0.00	11,519.00	100 %
	Function Total:	260,191.00	85,608.00	345,799.00	0.00	3,240.49	3,240.49	342,558.51	99 %
	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 %

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	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	0.00	3,240.49	3,240.49	552,599.51	99 %
	Fund: 276 TTIPS								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 279 ENHANCING ED THRU TECHN (								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 280 Texas Homless ED ARRA								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 283 IDEA B-ARRA								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 284 IDEA B Presch-ARRA								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 285 American Rec Reinv Act								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 286 T-TIPS								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 287 EDUCATION JOBS FUND								
61	PAYROLL COSTS	0.00	122,754.00	122,754.00	0.00	37,343.97	37,343.97	85,410.03	69 %
	Function Total:	0.00	122,754.00	122,754.00	0.00	37,343.97	37,343.97	85,410.03	69 %
	Func: 11 Instruction								
61	PAYROLL COSTS	0.00	360.00	360.00	0.00	760.47	760.47	-400.47	(111) %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	0.00	360.00	360.00	0.00	760.47	760.47	-400.47	(111) %
	Func: 12 Instructional Resources								
61	PAYROLL COSTS	49,495.00	37,783.00	87,278.00	0.00	83,361.82	83,361.82	3,916.18	4 %
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	83,361.82	83,361.82	13,441.18	13 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	0.00	0.00	0.00	0.00	2,535.84	2,535.84	-2,535.84	%
	Function Total:	0.00	0.00	0.00	0.00	2,535.84	2,535.84	-2,535.84	%
	Func: 23 Campus Leadership								
61	PAYROLL COSTS	0.00	3,619.00	3,619.00	0.00	3,295.43	3,295.43	323.57	8 %
	Function Total:	0.00	3,619.00	3,619.00	0.00	3,295.43	3,295.43	323.57	8 %
	Func: 31 Counseling & Guidance								
	Fund Total:	49,495.00	174,041.00	223,536.00	0.00	127,297.53	127,297.53	96,238.47	43 %
	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	42,121.66	42,121.66	66,545.34	61 %
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	49,633.93	0.00	0.00	100,226.07	66 %
	Function Total:	82,726.00	365,819.00	448,545.00	49,633.93	42,121.66	42,121.66	356,789.41	79 %
	Func: 12 Instructional Resources								
61	PAYROLL COSTS	0.00	17,668.00	17,668.00	0.00	0.00	0.00	17,668.00	100 %
63	SUPPLIES/MATERIALS	0.00	14,572.00	14,572.00	0.00	0.00	0.00	14,572.00	100 %
64	OTHER OPERATING COSTS	0.00	20,630.00	20,630.00	0.00	0.00	0.00	20,630.00	100 %
	Function Total:	0.00	52,870.00	52,870.00	0.00	0.00	0.00	52,870.00	100 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	0.00	14,397.00	14,397.00	0.00	0.00	0.00	14,397.00	100 %
63	SUPPLIES/MATERIALS	0.00	1,865.00	1,865.00	0.00	0.00	0.00	1,865.00	100 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
64	OTHER OPERATING COSTS	0.00	4,973.00	4,973.00	0.00	0.00	0.00	4,973.00	100 %
	Function Total:	0.00	21,235.00	21,235.00	0.00	0.00	0.00	21,235.00	100 %
	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	49,633.93	42,121.66	42,121.66	622,620.41	87 %
	Fund: 289 OTHER FEDERALLY FUNDED PG								
61	PAYROLL COSTS	822,981.00	160.00	823,141.00	0.00	7,221.37	7,221.37	815,919.63	99 %
62	PROF. CONTRACTED SERV.	0.00	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	100 %
63	SUPPLIES/MATERIALS	25,330.00	417,856.00	443,186.00	0.00	0.00	0.00	443,186.00	100 %
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	1,460,518.00	2,996,088.00	0.00	7,221.37	7,221.37	2,988,866.63	99 %
	Func: 11 Instruction								
62	PROF. CONTRACTED SERV.	26,130.00	6,441.00	32,571.00	3,000.00	0.00	0.00	29,571.00	90 %
63	SUPPLIES/MATERIALS	0.00	1,720.00	1,720.00	1,695.62	0.00	0.00	24.38	1 %
64	OTHER OPERATING COSTS	10,080.00	2,168.00	12,248.00	0.00	0.00	0.00	12,248.00	100 %
	Function Total:	36,210.00	10,329.00	46,539.00	4,695.62	0.00	0.00	41,843.38	89 %
	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								
61	PAYROLL COSTS	104,110.00	0.00	104,110.00	0.00	1,322.10	1,322.10	102,787.90	98 %
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	1,322.10	1,322.10	127,479.90	98 %
	Func: 31 Counseling & Guidance								

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
63	SUPPLIES/MATERIALS	0.00	103,974.00	103,974.00	103,974.00	0.00	0.00	0.00	%
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	172,333.00	172,333.00	172,332.76	0.00	0.00	0.24	%
	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	189,608.38	8,543.47	8,543.47	3,212,417.15	94 %
	Fund: 309 Federal Adult Education								
61	PAYROLL COSTS	879,072.00	10,644.00	889,716.00	0.00	56,414.43	56,414.43	833,301.57	93 %
	Function Total:	879,072.00	10,644.00	889,716.00	0.00	56,414.43	56,414.43	833,301.57	93 %
	Func: 11 Instruction								
61	PAYROLL COSTS	30,953.00	3,559.00	34,512.00	0.00	490.94	490.94	34,021.06	98 %
	Function Total:	30,953.00	3,559.00	34,512.00	0.00	490.94	490.94	34,021.06	98 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	85,736.00	0.00	85,736.00	0.00	4,594.65	4,594.65	81,141.35	94 %
	Function Total:	85,736.00	0.00	85,736.00	0.00	4,594.65	4,594.65	81,141.35	94 %
	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	0.00	0.00	0.00	215,123.00	100 %
63	SUPPLIES/MATERIALS	55,000.00	45,536.00	100,536.00	0.00	0.00	0.00	100,536.00	100 %
64	OTHER OPERATING COSTS	25,520.00	11,817.00	37,337.00	0.00	0.00	0.00	37,337.00	100 %
	Function Total:	268,917.00	91,899.00	360,816.00	0.00	0.00	0.00	360,816.00	100 %
	Func: 61 Community Services								
	Fund Total:	1,264,678.00	106,102.00	1,370,780.00	0.00	61,500.02	61,500.02	1,309,279.98	95 %
	Fund: 312 Federal TANF								

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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: 315 IDEA B-DISCRETIONARY DEAF								
61	PAYROLL COSTS	150,356.00	16,594.00	166,950.00	0.00	2,907.28	2,907.28	164,042.72	98 %
	Function Total:	150,356.00	16,594.00	166,950.00	0.00	2,907.28	2,907.28	164,042.72	98 %
	Func: 11 Instruction								
	Fund Total:	150,356.00	16,594.00	166,950.00	0.00	2,907.28	2,907.28	164,042.72	98 %
	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								
	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 %

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

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	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								
63	SUPPLIES/MATERIALS	4,900,000.00	0.00	4,900,000.00	0.00	0.00	0.00	4,900,000.00	100 %
	Function Total:	4,900,000.00	0.00	4,900,000.00	0.00	0.00	0.00	4,900,000.00	100 %
	Func: 11 Instruction								
	Fund Total:	4,900,000.00	0.00	4,900,000.00	0.00	0.00	0.00	4,900,000.00	100 %
	Fund: 411 TECHNOLOGY ALLOTMENT								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 415 KINDERGARTEN AND PRE-K GR								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 418 AEHIC OR SUPPL COMPENSATI								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 426 TEEG 3								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	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	1,749.50	0.00	0.00	41,446.50	95 %
	Function Total:	0.00	145,946.00	145,946.00	2,683.97	0.00	0.00	143,262.03	98 %
	Func: 11 Instruction								
61	PAYROLL COSTS	0.00	31,794.00	31,794.00	0.00	8,251.87	8,251.87	23,542.13	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	8,251.87	8,251.87	63,479.13	88 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	39,562.00	23,898.00	63,460.00	0.00	3,887.18	3,887.18	59,572.82	93 %
	Function Total:	39,562.00	23,898.00	63,460.00	0.00	3,887.18	3,887.18	59,572.82	93 %
	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 %
	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	289,054.17	12,139.05	12,139.05	468,943.78	60 %
	Fund: 431 SSA - ADULT EDUCATION - S								

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

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: 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	9,242.30	9,242.30	597,200.70	98 %
	Function Total:	584,361.00	22,082.00	606,443.00	0.00	9,242.30	9,242.30	597,200.70	98 %
	Func: 11 Instruction								
61	PAYROLL COSTS	84,662.00	3,615.00	88,277.00	0.00	1,281.77	1,281.77	86,995.23	98 %
	Function Total:	84,662.00	3,615.00	88,277.00	0.00	1,281.77	1,281.77	86,995.23	98 %
	Func: 31 Counseling & Guidance								
	Fund Total:	669,023.00	25,697.00	694,720.00	0.00	10,524.07	10,524.07	684,195.93	98 %
	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								
	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 %

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

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	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	12,283,748.00	57,624,393.00	1,400,784.56	2,102,980.63	2,102,980.63	54,120,627.81	93 %

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 08/04/20

Item Title: Quarterly Investment Report

	Action
X	Information
	Discussion

BACKGROUND:

Brownsville Independent School District Quarterly Investment Report for the period ended June 30, 2020 with total cash in checking accounts of $2,867,697.25 and total investments of $222,276,745.25 for a total cash and investments of $225,144,442.50. Quarterly interest earned of $579,614.69 and year to date earnings of $4,309,191.56. Total quarterly earnings credit on compensating balances of $0.00 to offset bank service fees.

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

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent 7/28/2020

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Quarterly Investment Report

Fiscal Year 2020
Quarter Ending June 30, 2020

August 4, 2020

Prepared by
Chief Financial Officer

Brownsville Independent School District

1900 Price Road – Suite 306 Brownsville, Texas 78521-2417 (956) 547-4113 Fax: (956) 548-8026

To: Dr. René Gutiérrez
Superintendent of Schools

From: David Robledo
Chief Financial Officer

Date: August 4, 2020

Re: Quarterly Investment Report

The following is the Quarterly Investment Report indicating the position of the Brownsville Independent School District for the period ended June 30, 2020. All of the District's funds have been invested in legally authorized and secured funds in accordance with CDA Legal and Local policies.

The objective of the District's investment portfolio has been safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. The District's investment portfolio indicates that the dollar weighted average maturity for Certificates of Deposit is 576 days and the dollar weighted average yield is 2.38%.

The average quarterly yields for the following invested funds are:

- Lone Star Corporate Plus Overnight Fund 1.00%
- MBIA Texas Class Investment Pool 0.82%
- TEXPOOL Investment Service 0.31%
- TEXAS TERM Daily 0.41%
- TEXAS TERM Fixed 1.80%

In comparison, the Treasury Bill Ask Yield Rate on June 30, 2020 for 3 months was 0.16% and for 6 months was 0.18%, the Libor Rate for 3 months was 0.34% and for 6 months was 0.51%.

Federal interest rates at the end of this quarter are below last year. We are monitoring the market and managing the District's funds in an active approach to maximize interest income. In a constant effort to minimize risk, the District continues to diversify its investment portfolio to a ratio of rate of return per instrument, to balance held per instrument. This diversification is monitored daily and the recommended increases/decreases to the instruments are made.

BISD does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

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INVESTMENT ACTIVITY REPORT
FOR THE QUARTER ENDING JUNE 30, 2020

LONE STAR CORPORATE OVERNIGHT PLUS FUND

Fund Name	Beginning Book Value	Additions /Withdrawals	Ending Book Value	Beginning Mrkt Value	Additions /Withdrawals	Ending Mrkt Value	Ending Book Value to Ending Mrkt Value	Interest Earned
General Fund	$ 41,753,260.55	$ 393,018.12	$ 42,146,278.67	$ 41,740,427.52	$ 424,198.26	$ 42,164,625.78	$ 18,347.11	$ 112,892.55
Debt Service	275,135.47	4,942,247.05	5,217,382.52	275,050.91	4,944,602.84	5,219,653.75	2,271.23	4,590.66
Special Revenue	-	-	-	-	-	-	-	-
Gross Payroll	7,135,756.38	1,937,386.44	9,073,142.82	7,133,563.18	1,943,529.36	9,077,092.54	3,949.72	11,317.57
Worker's Comp	2,024,632.80	(268,143.52)	1,756,489.28	2,024,010.52	(266,756.61)	1,757,253.91	764.63	4,826.48
Self Ins BCBS	12,774,144.55	1,566,225.14	14,340,369.69	12,770,218.36	1,576,393.98	14,346,612.34	6,242.65	37,058.91
MTN2017	2,343,717.80	(2,343,391.51)	326.29	2,342,997.45	(2,342,671.02)	326.43	0.14	2,698.61
Total	$ 66,306,647.55	$ 6,227,341.72	$ 72,533,989.27	$ 66,286,267.94	$ 8,621,967.83	$ 72,565,564.75	$ 31,575.48	$ 173,384.78

MBIA TEXAS CLASS INVESTMENT POOL

General Fund	$ 73,005,648.18	4,338,902.00	$ 77,344,550.18	$ 73,005,648.18	$ 4,338,902.00	$ 77,344,550.18	$ -	$ 140,007.01
Debt Service	851,532.39	1,726.98	853,259.37	851,532.39	1,726.98	853,259.37	-	1,726.98
Gross Payroll	-	-	-	-	-	-	-	-
Worker's Comp	645,779.15	1,309.69	647,088.84	645,779.15	1,309.69	647,088.84	-	1,309.69
MTN2017	13,133,563.08	(2,374,053.34)	10,759,509.74	13,133,563.08	(2,374,053.34)	10,759,509.74	-	26,396.66
Total	$ 87,636,522.80	$ 1,967,885.33	$ 89,604,408.13	$ 87,636,522.80	$ 1,967,885.33	$ 89,604,408.13	$ -	$ 169,440.34

TEXPOOL INVESTMENT SERVICE

General Fund	$ 590,737.51	$ 460.85	$ 591,198.36	$ 590,737.51	$ 460.85	$ 591,198.36	$ -	$ 460.85
Total	$ 590,737.51	$ 460.85	$ 591,198.36	$ 590,737.51	$ 460.85	$ 591,198.36	$ -	$ 460.85

TEXAS TERM DAILY

General Fund	$ 871.96	$ (19.45)	$ 852.51	$ 871.96	$ (19.45)	$ 852.51	$ -	$ 1.04
Debt Service	2,044.44	(2,033.43)	11.01	2,044.44	(2,033.43)	11.01	-	1.00
Worker's Comp	1,310.48	1.59	1,312.07	1,310.48	1.59	1,312.07	-	1.59
MTN2017	913.91	1.11	915.02	913.91	1.11	915.02		1.11
Total	$ 5,140.79	$ (2,050.18)	$ 3,090.61	$ 5,140.79	$ (2,050.18)	$ 3,090.61	$ -	$ 4.74

TEXAS TERM FIXED (A)

General Fund	$ 69,000,000.00	$ (25,000,000.00)	$ 44,000,000.00	$ 69,000,000.00	$ (25,000,000.00)	$ 44,000,000.00	$ -	$ 184,979.51
Debt Service	7,228,000.00	(2,200,000.00)	5,028,000.00	7,228,000.00	(2,200,000.00)	5,028,000.00	-	19,565.57
Worker's Comp	2,000,000.00	-	2,000,000.00	2,000,000.00	-	2,000,000.00	-	-
MTN2017	5,000,000.00	-	5,000,000.00	5,000,000.00	-	5,000,000.00		-
Total	$ 83,228,000.00	$ (27,200,000.00)	$ 56,028,000.00	$ 83,228,000.00	$ (27,200,000.00)	$ 56,028,000.00	$ -	$ 204,545.08

INVESTMENT ACTIVITY REPORT
FOR THE QUARTER ENDING JUNE 30, 2020

CERTIFICATES OF DEPOSIT (B)

Fund Name	Beginning Book Value	Additions /Withdrawals	Ending Book Value	Beginning Mrkt Value	Additions /Withdrawals	Ending Mrkt Value	Ending Book Value to Ending Mrkt Value	Interest Earned
Total	$ 5,252,058.88	$ (1,736,000.00)	$ 3,516,058.88	$ 5,252,058.88	$ (1,736,000.00)	$ 3,516,058.88	$ -	$ 30,690.49

WELLS FARGO SWEEP ACCOUNTS

Total	$ 13,446.77	$ (13,446.77)	$ -	$ 13,446.77	$ (13,446.77)	$ -	$ -	3.38
Total Investments	$ 243,032,554.30	$ (20,755,809.05)	$ 222,276,745.25	$ 243,012,174.69	$ (18,361,182.94)	$ 222,308,320.73	$ 31,575.48	$ 578,529.66

BANK ACCOUNTS

LSNB - checking	$ 1,895,029.25	$ 972,668.00	$ 2,867,697.25	$ 1,895,029.25	$ 972,668.00	$ 2,867,697.25	$ -	$ 1,085.03
WF - checking	-	-	-	-	-	-	-	-
Total	$ 1,895,029.25	$ 972,668.00	$ 2,867,697.25	$ 1,895,029.25	$ 972,668.00	$ 2,867,697.25	$ -	$ 1,085.03
Investments	$ 244,927,583.55	$ (19,783,141.05)	$ 225,144,442.50	$ 244,907,203.94	$ (17,388,514.94)	$ 225,176,017.98	$ 31,575.48	$ 579,614.69

The investment portfolio of the District is in compliance as it relates to the District's investment strategy expressed in the District's investment policy and relevant provisions of the law.

Brownsville Independent School District authorized investment officers:

David Robledo	Mary D. Garza	Conrado Vega	Teresa E. Ramirez	Catherine Garcia
Chief Financial Officer	Administrator of Finance	Finance Coordinator	Finance Coordinator	Accountant

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
INTEREST RATE REPORT
FOR THE QUARTER ENDING JUNE 30, 2020

Month Ending	LONE STAR INVESTMENT POOL Corp Plus Overnight	Texas CLASS Fund INVESTMENT Pool	TEXPOOL INVESTMENT Pool	TEXAS TERM INVESTMENT POOL Daily	TEXAS TERM INVESTMENT POOL Term	CERTIFICATES OF DEPOSIT Several Banks
April	1.33%	1.10%	0.46%	0.66%	1.80%	2.45%
May	0.98%	0.76%	0.27%	0.32%	1.80%	2.38%
June	0.70%	0.59%	0.22%	0.24%	1.80%	2.38%
Average	1.00%	0.82%	0.31%	0.41%	1.80%	2.40%

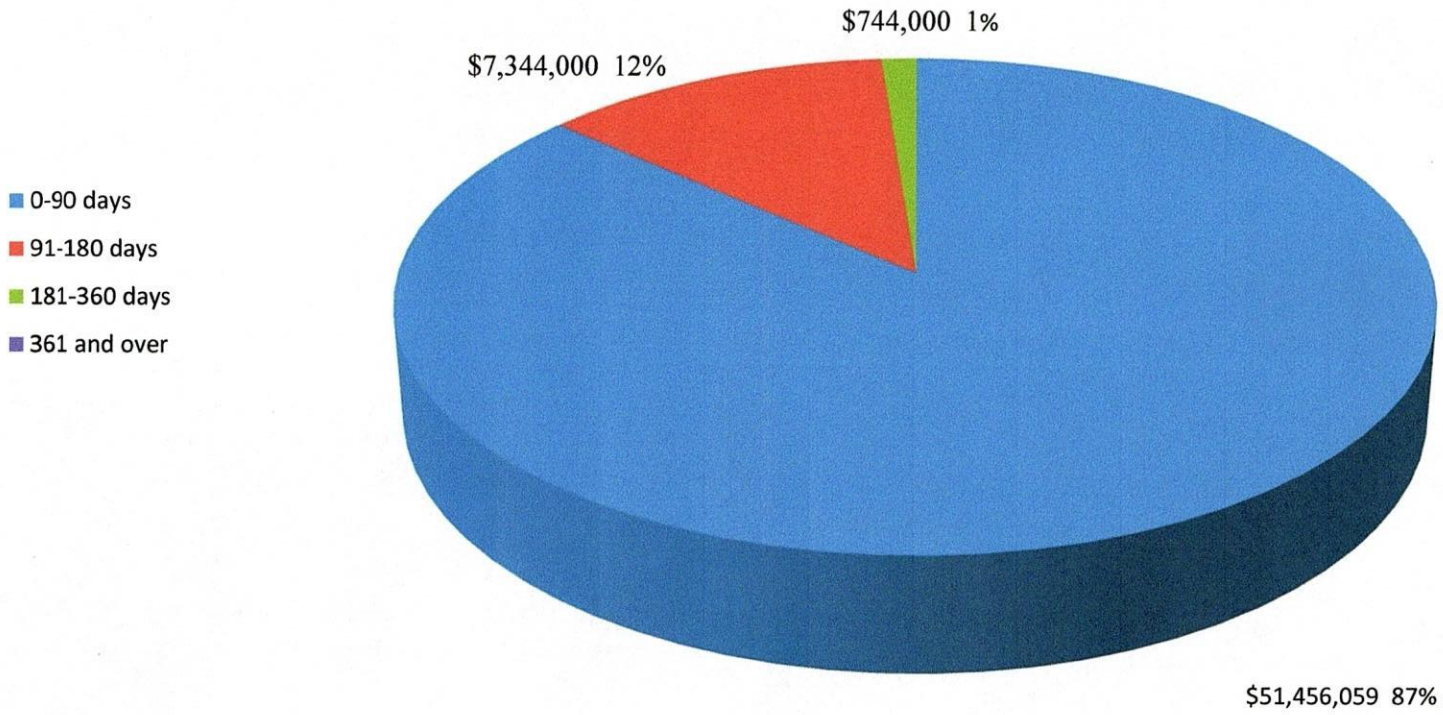
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
TEXAS TERM FIXED (A)
FOR THE PERIOD ENDING JUNE 30, 2020

Purchase Date	Fund	Purchased Amount	Rate	Days Held	Maturity Date
11/12/19	MaintTaxNote2017	5,000,000.00	1.81%	269	08/07/20
11/19/19	Debt	5,028,000.00	1.82%	267	08/12/20
11/20/19	General	28,000,000.00	1.82%	268	08/14/20
12/03/19	General	3,000,000.00	1.82%	255	08/14/20
01/07/20	General	8,000,000.00	1.76%	239	09/02/20
01/07/20	Workers Comp	400,000.00	1.75%	181	07/06/20
01/07/20	Workers Comp	1,600,000.00	1.80%	269	10/02/20
01/07/20	General	5,000,000.00	1.80%	269	10/02/20
		56,028,000.00			

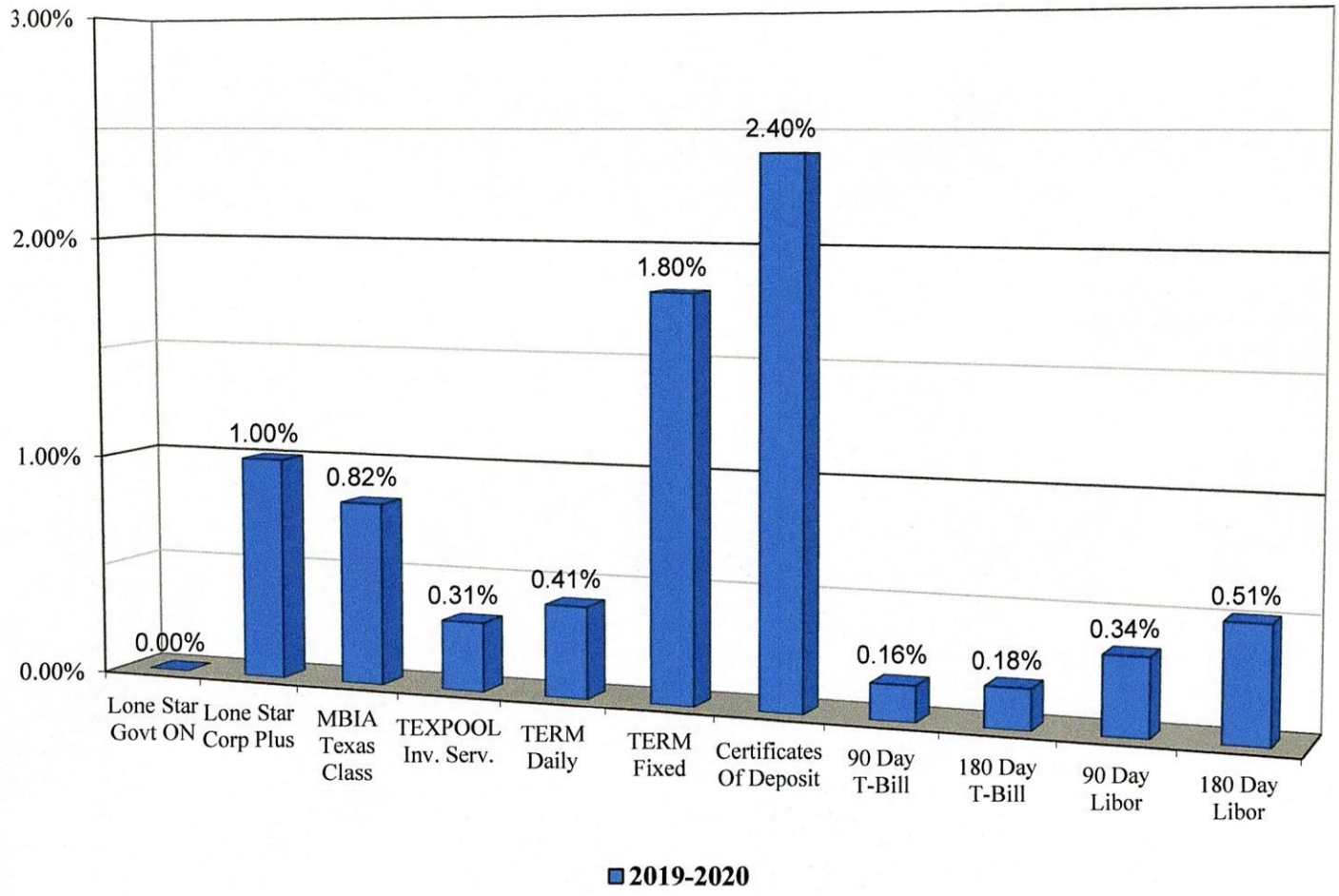
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
CERTIFICATES OF DEPOSIT (B)
FOR THE PERIOD ENDING JUNE 30, 2020

Purchase Date	CD NUMBER	Fund	Bank	Purchased Amount	Rate	Days Held	Maturity Date
07/25/18	32021MFF1	General	First Financial BK	248,000.00	2.650%	733	07/27/20
08/15/18	06051VB70	General	Bank of America	248,000.00	2.750%	733	08/17/20
08/17/18	45083AJX1	General	Iberia Bk	248,000.00	2.750%	731	08/17/20
08/22/18	90348JDJ6	General	UBS Bk	248,000.00	2.750%	733	08/24/20
01/31/19	32115AAF4	General	First Natl Bank Oxford	248,000.00	2.550%	729	01/29/21
06/05/19	57116AST6	General	Marlin Business Bk	248,000.00	2.400%	548	12/04/20
06/05/19	85528WDH3	General	Starion Financial	248,000.00	2.350%	551	12/07/20
06/07/19	92937CJM1	General	Wex Bank	248,000.00	2.500%	731	06/07/21
06/17/19	204161BD4	General	Communitybank Texas NA	248,000.00	2.400%	519	11/17/20
06/21/19	06610QDV0	General	Bankers Bank Oklahoma O	248,000.00	2.400%	640	03/22/21
08/22/19	6764320016	General	Compass	1,036,058.88	1.980%	363	08/19/20
				3,516,058.88	2.38%	576	

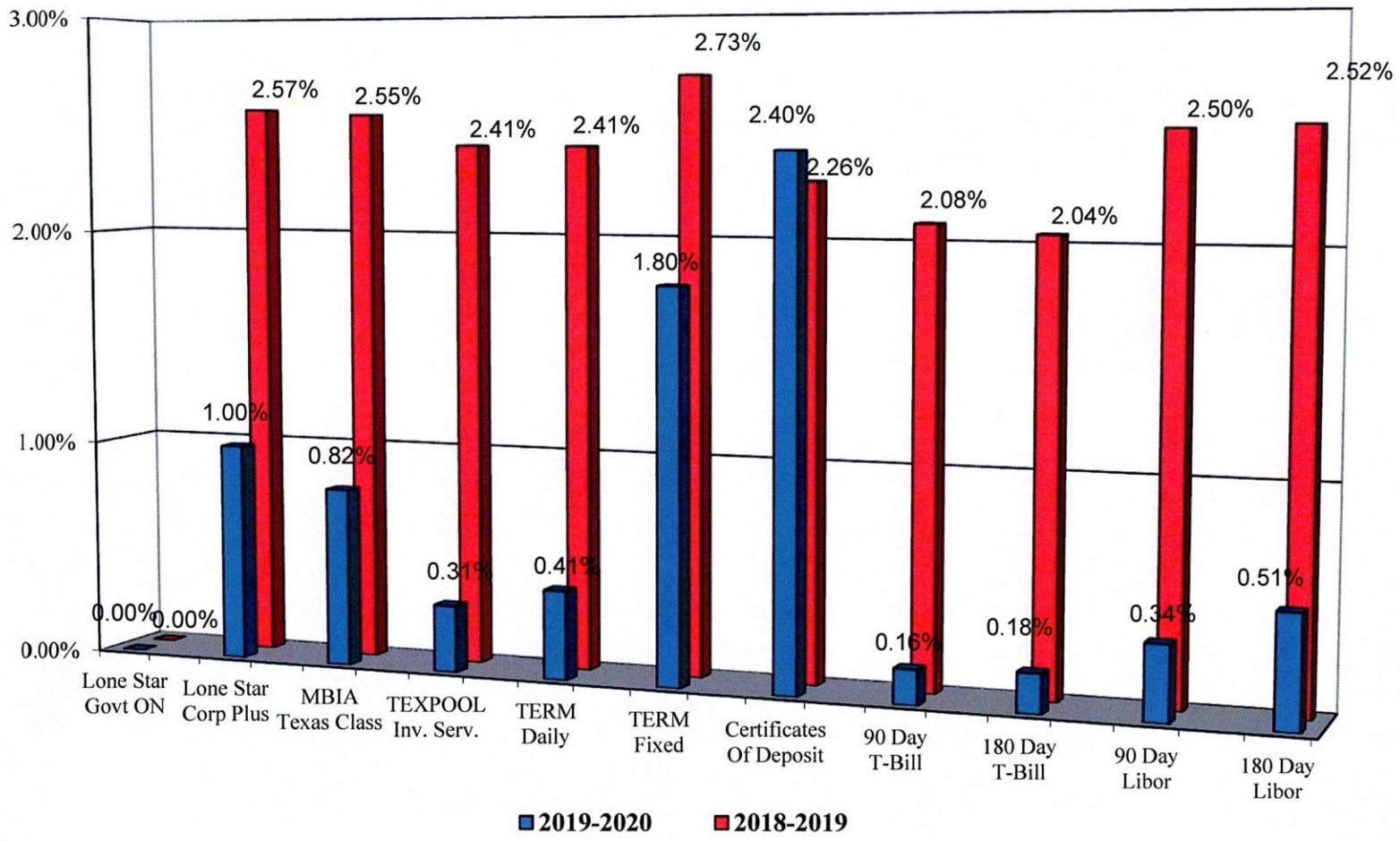
Brownsville Independent School District
Aging of Cash and Investments
For the Quarter Ending June 30, 2020



Brownsville Independent School District
Current Year Interest Rate Comparison
For Quarter Ending June 30, 2020



Brownsville Independent School District
Two-Year Interest Rate Comparison
For Quarter Ending June 30, 2020



Brownsville Independent School District

Agenda Category: Board Member Request **Board of Education Meeting:** 08/04/2020

Item Title: Policy concerning role of officers

(Board Member Request – PTC)

X	Action
	Information
	Discussion

BACKGROUND:

Discussion reference making changes to policy concerning role of officers and committee structure and setting up agendas. TASB is currently doing a policy review and can be used to provide information to the board as to how other districts' boards operate in order to build consensus. (Board Member Request - Philip Cowen/Board Support Laura Perez Reyes)

Board Member Request: **Philip Cowen**
Board Support: **Laura Perez Reyes**

Approved for Submission to Board of Education:

Submitted by: Superintendent

Recommended by: Asst. Supt./CFO

Approved by: Deputy Superintendent

Board Member Request

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Patricia Perez

From: Patricia Perez
Sent: Wednesday, July 29, 2020 11:29 AM
To: Patricia Perez
Subject: FW: Change to request concerning board committees, and request to put resolution declaring emergency for action

Board Agenda Request – Philip Cowen

From: Philip T. Cowen <ptchb@att.net>
Sent: Wednesday, July 29, 2020 9:55 AM
To: Patricia Perez <pperez@bisd.us>
Subject: Change to request concerning board committees, and request to put resolution declaring emergency for action

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.

Pat:

Please change my item to read:

Discussion reference making changes to policy concerning role of officers and committee structure and setting up agendas. TASB is currently doing a policy review and can be used to provide information to the board as to how other districts' boards operate in order to build consensus.

Second.

Discussion and possible action by the board to pass a resolution to declare a health emergency, due to the fact that Covid19 cases and deaths are spiking. The board should further resolve that distance learning continue until levels of transmission are reduced below 1 to 1, and positive testing levels reach safe levels for interaction, and that the board, based on these findings, ask, through the Superintendent, that TEA grant a waiver beyond the 4 week period currently in place.

Thank you,

Philip Cowen

Philip T. Cowen, Atty at Law Philip T. Cowen, CHB (956)541-6031 Office (956)541-6872 Fax
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Patricia Perez

From: Patricia Perez
Sent: Wednesday, July 29, 2020 11:59 AM
To: Patricia Perez
Subject: FW: Change to request concerning board committees, and request to put resolution declaring emergency for action

Laura Perez supports agenda item listed below.

Discussion reference making changes to policy concerning role of officers and committee structure and setting up agendas. TASB is currently doing a policy review and can be used to provide information to the board as to how other districts' boards operate in order to build consensus.

From: Patricia Perez <pperez@bisd.us>
Sent: Wednesday, July 29, 2020 11:29 AM
To: Patricia Perez <pperez@bisd.us>
Subject: FW: Change to request concerning board committees, and request to put resolution declaring emergency for action

Board Agenda Request – Philip Cowen

From: Philip T. Cowen <ptchb@att.net>
Sent: Wednesday, July 29, 2020 9:55 AM
To: Patricia Perez <pperez@bisd.us>
Subject: Change to request concerning board committees, and request to put resolution declaring emergency for action

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.

Pat:

Please change my item to read:

Discussion reference making changes to policy concerning role of officers and committee structure and setting up agendas. TASB is currently doing a policy review and can be used to provide information to the board as to how other districts' boards operate in order to build consensus.

Second.

Discussion and possible action by the board to pass a resolution to declare a health emergency, due to the fact that Covid19 cases and deaths are spiking. The board should further resolve that distance learning continue until levels of transmission are reduced below 1 to 1, and positive testing levels reach safe levels for interaction, and that the board, based on these findings, ask, through the Superintendent, that TEA grant a waiver beyond the 4 week period currently in place.

Thank you,

Philip Cowen

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Waiver

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

BACKGROUND:
Texas Education Code §44.008, requires that each school District shall have its school district fiscal accounts audited annually at district expense by a certified or public accountant holding a permit from the Texas State Board of Public Accountancy. TEA (Texas Education Agency) is allowing districts to submit a waiver request for an Annual Financial Report Due Date Extension waiver due to the circumstances related to COVID-19.

FISCAL IMPLICATIONS:
None

RECOMMENDATION:
Recommend approval to submit a Waiver from the Annual Financial Report November 27th due date requirements for the 2019-2020 fiscal year due to COVID-19.

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

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
7-28-2020

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Annual Financial Report November 27th Due Date Requirement Waiver

Statute: Texas Education Code, §44.008, and applicable rules in 19 Texas Administrative Code, §109.23 and the Financial Accountability System Resource Guide

Waiver Submission Required: YES

Requirements:

- Submission of "Other" waiver in TEAL Waivers application;
- TEC §11.251 (district-level planning), committee review or comments; and
- Board approval

Resources/Guidance:

- See the "State Funding" section of the agency's COVID-19 Support: District Waivers, Finance & Grants webpage for:
  - Instructions for Submitting an Annual Finance Report Due Date Extension Waiver

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Submit the Synchronous Attestation to the Texas Education Agency

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

BACKGROUND:
The Brownsville Independent School District is required to submit the Synchronous Attestation to the Texas Education Agency. The school district has worked diligently to be prepared to continue the synchronous learning for the 2020-2021 school year.

FISCAL IMPLICATIONS:
None

RECOMMENDATION:
Recommend the approval of the Synchronous Attestation required by the Texas Education Agency.

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

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.

Part I: Attestations

Student and Family Support

- ❑ Districts ensure that all students, including students with disabilities and English Learners, are able to receive instruction via synchronous methods and provide accommodations or resources to support when necessary.
- ❑ Student IEPs are followed regardless of learning environment such that students with disabilities receive a Free, and Appropriate Public Education (FAPE).
- ❑ Families and students are provided with clear communications about expectations and support for accessing and participating in synchronous instruction
- ❑ Families are aware of options for transferring between instructional settings and the design of the synchronous remote options allows for transitions to occur with minimal disruption to continuity of instruction

Educator Support

- ❑ Educators are trained and supported to do synchronous instruction on the district chosen platform, including practice with the platform prior to delivery with students.
- ❑ Educators receive ongoing, job-embedded support to continuously improve their practice in the synchronous remote setting.

Tech Support and Access

- ❑ District IT staff are trained on the platform and can troubleshoot access issues for parents and students when issues arise. A helpdesk or other support line is accessible for parents and students for this purpose.
- ❑ Consistent, daily platform is identified by the district for delivery of instruction to students
- ❑ Educators have technology equipment that allows them to deliver synchronous remote instruction including proper internet bandwidth and devices with enabled cameras and microphones.

Instructional Framework

- ❑ Curriculum is fully aligned to the TEKS and designed to ensure all TEKS are covered by the end of the year
- ❑ Instructional schedule meets the minimum number of daily minutes to meet full day funding:
  - ❑ 3rd through 5th grade – 180 instructional minutes
  - ❑ 6th through 12th grade – 240 instructional minutes
  - ❑ PK - 2nd grade are not eligible to earn funding through the synchronous model.
- ❑ School grading policies for remote student work are consistent with those used before COVID for on campus assignments

Part II: Final Attestation

This draft is for guidance only. Plans must be submitted through a survey link after July 9.

- ❑ The Superintendent and the Board attest that these commitments are being met as of the date the attestation is submitted.
- ❑ Include the date the Board approved the final attestations or pre-approved the Superintendent's submission of the attestations.

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Approval to request for 40% campus hybrid instruction for 9th to 12th grade students

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

The Texas Education Agency announced that school districts may establish a less-than-daily attendance schedule for one or more high school campuses in order to reduce the number of individuals on a campus at any one time.

In order for any high school campus within the school district wishes to implement a hybrid schedule, the school district must submit the waiver request for 40% campus hybrid instruction.

The school district must ensure that on-campus attendance option must equal to at least 40% of the days in each grading cycle (six-weeks grading period).

FISCAL IMPLICATIONS:

NONE

RECOMMENDATION:

Recommend the approval of the waiver to request for 40% campus hybrid instruction for grades 9-12.

Submitted by: Dr. Dora E. Sauceda
Asst. Superintendent, Curriculum & Instruction

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.

Texas Education Agency

REQUEST FOR 40% CAMPUS HYBRID INSTRUCTION FOR 9TH-12TH GRADE STUDENTS

SECTION I: Requirements

For students in grades 9-12, school systems may establish a less-than-daily on-campus attendance schedule as the sole offering for students in one or more high school campuses of the LEA in order to reduce the number of individuals on a campus at any one time and increase the total number of students served in an on-campus setting in the LEA. In the event there is not a daily on-campus attendance option in one or more of these grade levels, the LEA must ensure that on-campus attendance is offered as part of the hybrid schedule at least 40% of the days in each grading cycle (typically 6-or 9-weeks periods). Any LEA that pursues this hybrid option while not providing a daily on-campus offering for students who otherwise wish to attend on campus may do so after submitting a waiver request to TEA. All waivers will be conditionally approved upon receipt but may be subject to further review by TEA.

SECTION II: Request

District Name: Brownsville Independent School District

First Day School: 8/25/20

Explain the hybrid schedule(s) for the eligible students:

All six comprehensive high schools in the Brownsville Independent School District will follow an 90 minute block (4 period day) schedule which includes all course requirements for every grade level and meets the 75,600 minutes as required. The students will attend two days per week for face to face instruction and two days remote learning, with the alternating of every other Friday for face-to face instruction. Students who need additional interventions will be able to attend every Friday for individualized interventions, especial our EL and Special Education populations. For the days the students are remote learning, the students will follow an asynchronous plan through the district approved learning management system.

The high school principals, together with the Curriculum & Instruction Department for the district, reviewed the hybrid schedule to ensure the feasibility of the implementation and the ability of this schedule to transition into 5 day per week face to face instruction, should the district need to discontinue the hybrid schedule. The hybrid schedule meets the guidelines set forth by the district curriculum department and supports the ability to work with all students while continuing to emphasize those students that need additional interventions.

The Brownsville ISD high schools range between 2000 to 2400 enrollment per school. Approval of the hybrid instruction schedule will allow the schools to implement social distancing to the extent possible and maintain the safety of the students and staff.

SECTION III: Signature

District Name	Board Approval Date
Brownsville Independent School District	

Superintendent Name	Superintendent Signature
Dr. Rene Gutierrez	

Submit completed request forms to: waivers@tea.texas.gov

Request must be submitted no later than two weeks prior to the first day of on-campus instruction

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: TEA Request to Extend the Start of the 2020-2021 School Year Transition Beyond the Four-Week Limit

X Action
Information
Discussion

BACKGROUND:

In the event it is required, district administration intends to submit a board approved waiver request to TEA to extend that transition window, up to four additional weeks, if it believes it is best for the health and safety of students and staff to continue to restrict access to on-campus instruction beyond the first four weeks of the 2020-2021 instructional calendar. With the submission of the form, the district will attest that teachers, staff, and parents were consulted about the transition plan before the waiver was submitted.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

Recommend approval to authorize the superintendent to submit to TEA a board approved waiver request to extend up to four additional weeks the transition window to continue restricting access to on-campus instruction beyond the first four weeks of the 2020-2021 instructional calendar.

Dr. Nellie Cantu
Submitted by: Deputy Superintendent

Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent

7/29/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Texas Education Agency

REQUEST TO EXTEND THE START OF THE 2020-2021 SCHOOL YEAR TRANSITION BEYOND THE FOUR-WEEK LIMIT

SECTION I: Requirements

If a school system believes it is best for the health and safety of students and staff to continue to restrict access to on-campus instruction beyond the first four weeks of their 2020-21 instructional calendar, they must submit a board approved waiver request to TEA to extend that transition window, up to four additional weeks. The board must take action to authorize this waiver by specific vote, and cannot otherwise delegate the waiver application to the superintendent. The waiver application must include an indication as to the local public health conditions that the LEA believes would warrant a faster end to the transition period. Teachers, staff, and parents should be consulted about the transition plan before the waiver is submitted. During this transition period, LEAs are still required to allow all students to access on-campus instruction who come from households without internet access or appropriate remote learning devices. During the extended period being requested with this waiver, at least some on-campus instruction must be provided each day. The procedures used by the LEA to limit access to on-campus attendance during this period should be clearly communicated to families in advance.

SECTION II: Request

District Name: Brownsville ISD

First Day of School: 8/25/2020

Total Additional Weeks Requested (beyond the initial four weeks for transition): 4

Brownsville ISD will use the following criteria to end the transition period faster so that students have access to on-campus instruction:

1. **Reduction of COVID-19 employee fatalities to zero,**
2. **Reduction of school employee test positivity rate equal to or less than 1%,**
3. **Reduction to less than 5% on the number of employees on quarantine due to COVID-19.**

SECTION III: Attestation/Signatures

District Name	Board Approval Date
Brownsville ISD	

Board President Name	Superintendent Name
Minerva Pena	Dr. Rene Gutierrez
Board President Signature	**Superintendent Signature**

With the submission of this form, the district attests that teachers, staff, and parents were consulted about the transition plan before the waiver was submitted.

Submit completed request forms to: waivers@tea.texas.gov

Request must be submitted prior to the end of the initial four-week transition

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Consider Order Authorizing the Issuance, Sale and Delivery of BISD Unlimited Tax Refunding Bonds

X	Action
	Information
	Discussion

BACKGROUND:

Consideration and approval by the Board of Trustees of the Brownsville Independent School District of a plan of Finance for an Order authorizing the issuance of Brownsville Independent School District Unlimited Tax Refunding Bonds (the "Bonds") in one or more series as Taxable and/or Tax Exempt Bonds, setting certain parameters for the Bonds, authorizing a pricing officer to approve the amount, the interest rate price, including the terms thereof and certain other procedures and provisions related thereto.

FISCAL IMPLICATIONS:

The issuance of the refunding bonds would result in an approximate net present debt service savings to the District of 5.0% of the refunded bonds. At current market rates the refunding would result in approximately $2.4 million of net present value debt service savings.

RECOMMENDATION:

Consideration and possible approval of an order authorizing the issuance of Brownsville Independent School District unlimited Tax Refunding Bonds in one or more series as Taxable and/or Tax Exempt Bonds, setting certain parameters for the Bonds, authorizing a pricing officer to approve the amount, the interest rate price, including the terms thereof and certain other procedures and provisions related thereto.

David Robledo
Submitted by: Principal/Program Adm.

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.

CERTIFICATE FOR ORDER

STATE OF TEXAS	§
COUNTY OF CAMERON	§
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT	§

We, the undersigned officers of the Board of Trustees (the "Board") of Brownsville Independent School District (the "District"), hereby certify as follows:

1. The Board of the District convened in a regular meeting on August 4, 2020 at the regular meeting place thereof, within the District, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Minerva M. Pena	President
Drue Brown	Vice President
Dr. Prisci Roca Tipton	Secretary
Philip T. Cowen	Assistant Secretary
Eddie Garcia	Member
Laura Perez-Reyes	Member

and all of such persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at such meeting: a written

> ORDER AUTHORIZING THE ISSUANCE OF BROWNSVILLE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; AS TAXABLE AND/OR TAX EXEMPT BONDS; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING A PRICING OFFICER TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, INCLUDING THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO

was duly introduced for the consideration of such Board. It was then duly moved and seconded that such order be adopted; and, after due discussion, such motion, carrying with it the adoption of such order, prevailed and carried by the following vote:

AYES _ NOES _ ABSTENTIONS _

2. That a true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that such order has been duly recorded in the Board's minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Board's minutes of such meeting pertaining to the adoption of such order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that the order would be introduced and considered for adoption at such meeting, and each of such officers

and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this _____, 2020.

President, Board of Trustees
Brownsville Independent School District

Secretary, Board of Trustees
Brownsville Independent School District

(SEAL)

ORDER AUTHORIZING THE ISSUANCE OF BROWNSVILLE INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS IN ONE OR MORE SERIES; AS TAXABLE AND/OR TAX EXEMPT BONDS; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING A PRICING OFFICER TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, INCLUDING THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO

STATE OF TEXAS	§
COUNTY OF CAMERON	§
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT	§

WHEREAS, Brownsville Independent School District (the "District") has heretofore issued the bonds described in Exhibit A attached hereto; and

WHEREAS, the District desires to refund a portion of said bonds (the "Refunded Bonds") in advance of their maturities; and

WHEREAS, Chapter 1207, Texas Government Code, authorizes the District to issue refunding bonds for the purpose of refunding the Refunded Bonds in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the District desires to authorize the execution of an escrow agreement and provide for the deposit of proceeds of the refunding bonds, together with other lawfully available funds of the District, to pay the Refunded Bonds; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, the District has a principal amount of at least $100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore, the District qualifies as an "Issuer" under Chapter 1371, Texas Government Code; and

WHEREAS, pursuant to Chapters 1207.007 and Section 1371.053, the District desires to delegate the authority to effect the sale of the Bonds (as hereinafter defined) to the Pricing Officer;

Now, therefore

BE IT ORDERED BY THE BOARD OF TRUSTEES OF BROWNSVILLE INDEPENDENT SCHOOL DISTRICT:

1. Recitals; Consideration. It is hereby found and determined that the matters and facts set out in the preamble to this Order are true and correct.

It is hereby found and determined that the refunding contemplated in this Order will benefit the District by providing a present value savings in the debt service payable by the District, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds, and that the issuance of the refunding bonds is in the best interests of the District.

2. Definitions. Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

"Act" means Chapters 1207 and 1371 of the Texas Government Code.

"Blanket Issuer Letter of Representations" means the Blanket Issuer Letter of Representations between the District, the Registrar and DTC.

"Board President" means Minerva M. Pena, or any successor in that office.

"Bonds" means one or more series of Bonds issued by Brownsville Independent School District authorized in this Order, as designated in an Officer's Pricing Certificate.

"Business Day" means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to close.

"Capital Appreciation Bonds" means those Bonds bearing compound interest at the rate set out in the Officer's Pricing Certificate to accrete from their date of delivery and compounding on the dates set forth in the Officer's Pricing Certificate, payable only at maturity.

"Chief Financial Officer" means David Robledo, or any successor in that office designated by the Board.

"Code" means the Internal Revenue Code of 1986, as amended.

"Comptroller" means the Comptroller of Public Accounts of the State of Texas.

"Current Interest Bonds" mean those Bonds on which interest is paid semiannually on the Interest Payment Dates.

"Debt Service Fund" means the interest and sinking fund for payment of the Bonds established by the District in Section 19 of this Order.

"District" means the Brownsville Independent School District.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., and any successor in that capacity, unless otherwise authorized in the Officer's Pricing Certificate.

"Escrow Agreement" means the agreement between the District and the Escrow Agent relating to the escrow of funds to pay the Refunded Bonds.

"Initial Bonds" means each Initial Current Interest Bond and the Initial Capital Appreciation Bond.

"Initial Capital Appreciation Bond" means an Initial Capital Appreciation Bond authorized by Section 4(b)(ii).

"Initial Current Interest Bond" means an Initial Current Interest Bond authorized by Section 4(b)(i).

"Interest Payment Date", when used in connection with any Current Interest Bond, means the dates set forth in the Officer's Pricing Certificate.

"MSRB" means the Municipal Securities Rulemaking Board.

"Officer's Pricing Certificate" means the certificate signed by one or more of the Pricing Officers and containing the information regarding each series of the Bonds specified herein.

"Order" as used herein and in the Bonds means this order authorizing the Bonds.

"Owner" means any person who shall be the registered owner of any outstanding Bond.

"Pricing Officer" means one or more of the following: Board President, Chief Financial Officer and/or Superintendent.

"Purchase Agreement" means either: (1) an official bid form submitted by the Underwriters and accepted by one or more of the Pricing Officers on behalf of the District pursuant to a competitive bidding process for the sale of the Bonds, or (2) a negotiated Bond Purchase Agreement between the Underwriters and the District, which shall be executed by one or more of the Pricing Officers on behalf of the District.

"Record Date" means, for any Interest Payment Date, the close of business on the last Business Day of the month next preceding each Interest Payment Date.

"Refunded Bonds" means any of those bonds of the District described in Exhibit A attached hereto and as more particularly described in each Officer's Pricing Certificate.

"Register" means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

"Registrar" has the meaning given such term in the Escrow Agreement means The Bank of New York Mellon Trust Company, N.A., and its successors in that capacity, unless otherwise authorized in the Officer's Pricing Certificate.

"Report" is the report verifying the accuracy of certain mathematical computations relating to each issuance of the Bonds and the Refunded Bonds as further described in the Escrow Agreement.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"Superintendent" means Dr. René Gutiérrez, or any successor in that office designated by the Board.

"Underwriters" means the individual underwriter or underwriting syndicate identified in each Officer's Pricing Certificate.

3. Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount, if certain savings thresholds are achieved, in an amount not to exceed $45,540,000 for the purpose of refunding the Refunded Bonds and paying the cost of issuance related thereto, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code.

4. Delegation of Authority. As authorized by Chapters 1207 and 1371 of the Texas Government Code, the Pricing Officer of the District is hereby authorized to act on behalf of the District in selling and delivering the Bonds in one or more series/installments of Bonds, as taxable and/or tax-exempt Bonds, through a date one year from the date of this Order (the "Expiration Date"). Bonds sold pursuant to a Bond Purchase Agreement executed on or before the Expiration Date may be delivered after such date. The Pricing Officer's authority to sell and deliver the Bonds is subject to the conditions and carrying out the other procedures as set forth below:

(a) Designation. The Bonds shall be designated as __[1].

(b) The Bonds may be issued as Current Interest Bonds and/or Capital Appreciation Bonds.

(i) Each Initial Current Interest Bond shall be numbered ICI-1 and all other Current Interest Bonds shall be numbered in sequence beginning with RCI-1. Current Interest Bonds delivered on transfer of or in exchange for other Current Interest Bonds shall be numbered in order of their

[1] Insert from Officer's Pricing Certificate.

authentication by the Registrar, shall be in the denomination of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(ii) Each Capital Appreciation Bonds, if any, shall be initially issued bearing compound interest at the rates set out in the Officer's Pricing Certificate. The Initial Capital Appreciation Bond shall be numbered ICA-1 and all other Capital Appreciation Bonds shall be numbered in sequence beginning with RCA-1. Capital Appreciation Bonds delivered on transfer of or in exchange for other Capital Appreciation Bonds shall be numbered in order of their authentication by the Registrar, shall be in the Maturity Amount of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(c) Date, Denomination, Interest Rates, and Maturities. The Bonds shall be dated, mature on the dates in each of the years and in the amounts set out in any Officer's Pricing Certificate, shall be subject to prior optional and mandatory redemption on the dates, for the redemption prices and in the amounts, set out in the Officer's Pricing Certificate and shall bear interest at rates and from their issue date as set out in the Officer's Pricing Certificate payable on each Interest Payment Date.

(d) Selling and Delivering Bonds. The Pricing Officer shall determine any mandatory sinking fund redemption provisions for the Bonds, whether the Bonds will be issued as Current Interest Bonds and/or Capital Appreciation Bonds, and all other matters not expressly provided in this Order, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Officer's Pricing Certificate; provided that:

(i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;

(ii) the net effective interest rate on the Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(iii) the aggregate principal amounts of all series of the Bonds may not exceed the maximum principal amount authorized in Section 3 hereof, and such amount plus any net premium from the sale of the Bonds and any available funds of the District, must be sufficient to provide amounts necessary to fund the costs of refunding the Refunded Bonds and the costs of issuance of the Bonds, including underwriters' discount;

(iv) the net present value savings in debt service resulting from any refunding of the Refunded Bonds shall be at least 3.00% of the principal amount of the Refunded Bonds, as shown by a table of calculations prepared by the District's financial advisor and attached to the Officer's Pricing Certificate; and

(v) no Bond shall mature more than 40 years from the date of delivery thereof.

(e) Sale; Competitive Bidding or Negotiated Purchase Agreement. The Bonds shall be sold and delivered to the Underwriters at a price to be set forth in the Officer's Pricing Certificate. The Pricing Officer is hereby authorized to price and sell the Bonds on behalf of the District in accordance with a competitive bidding or negotiated process. If a competitive bidding process is used for the pricing and sale of the Bonds, the form of the official bid form (or other Purchase Agreement), notice of sale and all other documents necessary for such process are hereby approved, subject to any modifications deemed necessary or desirable by the Pricing Officer. If a negotiated process is used for the pricing and sale of the Bonds, the Pricing Officer is hereby authorized to negotiate the form of the Purchase Agreement with the Underwriters. One or more of the Pricing Officers shall execute the Purchase Agreement on behalf of the District, and the Pricing Officers and Board President and all other officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the sale, issuance and delivery of the Bonds.

(f) Use of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the District, be applied as follows:

(i) Accrued interest in the amount of $_____[2] and, if necessary, net premium on the Bonds in the amount of $_____[3], shall be deposited into the Debt Service Fund.

(ii) Net premium on the Bonds in the amount of $_____[4] shall be used to pay the costs of issuance.

(iii) Net premium on the Bonds in the amount of $_____[5] shall be used to pay the underwriters' discount.

(iv) Bond proceeds in the amount of $ _____[6], and, if necessary, other available funds from the District in the amount of $ _____[7] shall be applied to establish an escrow fund/or deposit with the paying agent to refund the Refunded Bonds, as more fully provided in Section 23 of the Order, and, to the extent not otherwise provided for, to pay

[2] Insert from Officer's Pricing Certificate.
[3] Insert from Officer's Pricing Certificate.
[4] Insert from Officer's Pricing Certificate.
[5] Insert from Officer's Pricing Certificate.
[6] Insert from Officer's Pricing Certificate.
[7] Insert from Officer's Pricing Certificate.

all expenses arising in connection with the issuance of the Bonds, the establishment of such escrow fund and the refunding of the Refunded Bonds. Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund.

5. Execution and Registration of Bonds. (a) The Bonds shall be signed by the President of the Board and countersigned by the Secretary of the Board, by their manual, lithographed, or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) If any officer of the District whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by her duly authorized agent, which certificates shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller.

(d) On the Closing Date, the Initial Bonds, payable in stated installments to the Underwriters or their designee, executed by manual or facsimile signature of the President of the Board and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriters or their designee. Upon payment for the Initial Bonds, the Registrar shall cancel the Initial Bonds and definitive Bonds shall be delivered to DTC.

6. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Registrar, in Dallas, Texas. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

7. Successor Registrars. The District covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company, organized under the laws of the United States or any state, duly qualified to serve as and perform the duties and services of Registrar for the Bonds. The District reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

8. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9. Book-Entry Only System. (a) The Initial Bonds shall be registered in the name designated in the Officer's Pricing Certificate. Except as provided in Section 10 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the District and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the

Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Order shall refer to such new nominee of DTC.

10. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the District, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall not longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

12. Ownership; Unclaimed Principal and Interest. The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

13. Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office in Dallas, Texas. Subject to

such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds of the same type registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, for a Bond or Bonds of the same type, maturity and interest rate in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

14. Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The District or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The District or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(1) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(2) furnish such security or indemnity as may be required by the Registrar and the District to save them harmless;

(3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

(4) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

15. Cancellation of Bonds. All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

16. Optional and/or Mandatory Redemption; Defeasance. The Bonds are subject to optional and/or mandatory redemption as set forth in the Form of Bonds and in an Officer's Pricing Certificate.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

The District reserves the right to give notice of its election or direction to optionally redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent /Registrar to rescind the redemption notice, and such notice of redemption shall be of no effect if such moneys and/or authorized securities are no so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding.

Except as otherwise specified in the Officer's Pricing Certificate, the Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

17. Forms. The form of the Bonds, including the form of Registration Certificate of the Comptroller, which shall be attached or affixed to each Initial Bond, the form of the Registrar's Authentication Certificate, the form of Assignment and the form of Guarantee Endorsement of the Commissioner of Education of the State of Texas, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be required by the Pricing Officer, necessary or desirable and not prohibited by this Order:

(a) Form of Current Interest Bond.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF CAMERON

REGISTERED NUMBER	REGISTERED DENOMINATION
_____	$_____

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS, _____[8]

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
	February 15, ____	_____ [9]	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

[8] As designated in the Officer's Pricing Certificate.
[9] Insert from Officer's Pricing Certificate.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT (the "District") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the [Date of Delivery or Dated Date[8]], or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on _____[10] and _____[11] beginning on _____[12], mailed to the registered owner as shown on the books of registration kept by the Registrar as of the close of business on the last business day of the month next preceding each interest payment date.

THIS BOND is one of a duly authorized issue of Bonds, aggregating $_____[13] (the "Bonds"), issued for the purpose of refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas particularly Chapter 1207, Texas Government Code and pursuant to the Order. [The Bonds are issued as (i) Capital Appreciation Bonds in the aggregate principal amount of $ _____[14]which pay interest only at maturity, and (ii) Current Interest Bonds in the aggregate principal amount of $ _____[15] which pay interest semiannually until maturity or earlier redemption.][16]

THE DISTRICT RESERVES THE RIGHT, at its option, to redeem Bonds maturing on or after _____[17], in whole or from time to time in part, in integral multiples of $5,000, on _____[18], or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all the Bonds are to be redeemed, the District shall select the Bonds to be redeemed.

[If applicable, mandatory redemption language] [19]

NOTICE OF ANY REDEMPTION shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer or accompanied by an

[10] Insert from Officer's Pricing Certificate.
[11] Insert from Officer's Pricing Certificate.
[12] Insert from Officer's Pricing Certificate.
[13] Insert from Officer's Pricing Certificate.
[14] Insert from Officer's Pricing Certificate.
[15] Insert from Officer's Pricing Certificate.
[16] Remove bracketed language if there are no CABs.
[17] Insert from Officer's Pricing Certificate.
[18] Insert from Officer's Pricing Certificate.
[19] Insert from Officer's Pricing Certificate.

assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar in Dallas, Texas, for Bonds in the denomination of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, without legal limit as to maximum rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District, and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the President and countersigned with the manual or facsimile signature of the Secretary, and the official seal of the District has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION CERTIFICATE)

(SEAL)

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

_____

President, Board of Trustees

_____

Secretary, Board of Trustees

(b) Form of Capital Appreciation Bonds (if required).

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF CAMERON

REGISTERED NUMBER	REGISTERED MATURITY
_____	$_____

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS, _____[20]

MATURITY DATE:	ISSUANCE DATE: _____[21]	CUSIP:

REGISTERED OWNER:

MATURITY AMOUNT: DOLLARS

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT (the "District") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of The Bank of New York Mellon Trust Company, National Association (the "Registrar"), the Maturity Amount identified above, representing the principal amount hereof and accrued and compounded interest hereon (both as shown in the table attached to this Bond), in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. The date of this Bond is _____[22], but interest shall accrue on the principal amount hereof from the Issuance Date at the per annum rate specified on the Table of Accreted Values attached hereto. The Accreted Value (per $5,000 of Maturity Amount) of this Bond, as of the Issuance Date and as of each _____[23] and _____[24] is set forth in the Table of Accreted Values attached hereto. Such value as of any other date shall be determined by straight-line interpolation between such values.

[THIS BOND is one of a duly authorized issue of Bonds, aggregating $_____[25] the "Bonds"), issued for the purpose of refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas particularly Chapter 1207, Texas Government Code and pursuant to the Order. [The Bonds are issued as (i) Current Interest Bonds in the aggregate principal amount of $_____[26] which pay interest only at maturity, and

[20] As designated in the Officer's Pricing Certificate.
[21] Insert from Officer's Pricing Certificate.
[22] Insert from Officer's Pricing Certificate.
[23] Insert from Officer's Pricing Certificate.
[24] Insert from Officer's Pricing Certificate.
[25] Insert from Officer's Pricing Certificate.
[26] Insert from Officer's Pricing Certificate.

(ii) Capital Appreciation Bonds in the aggregate principal amount of $_____[27] which pay interest semiannually until maturity or earlier redemption.]

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar, in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar, in Dallas, Texas, for Bonds in the denomination of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, without legal limit as to maximum rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District, and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the President and countersigned with the manual or facsimile signature of the Secretary, and the official seal of the District has been duly impressed, or placed in facsimile, on this Bond.

[27] Insert from Officer's Pricing Certificate.

(AUTHENTICATION CERTIFICATE)

(SEAL)

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

_____
President, Board of Trustees

_____
Secretary, Board of Trustees

TABLE OF ACCRETED VALUES[28]

(c) Form of Comptroller's Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE
It is hereby certified that this Bond has been delivered pursuant to the Bond Order described in the text of this Bond.

_____ .
As Paying Agent/Registrar

By _____
Authorized Signature
Date of Authentication _____

[28] Insert from Officer's Pricing Certificate, if necessary.

(e) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

_____

_____

(Please print or type name, address, and zip code of Transferee)

_____

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____ _____

Signature Guaranteed:

_____

_____

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____

Registered Owner
NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

(f) Form of Guarantee Endorsement.

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Brownsville Independent School District of its Unlimited Tax Refunding Bonds, _____[29], dated _____[30], in the principal amount of $_____[31] is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to

[29] As designated in the Officer's Pricing Certificate.
[30] Insert from Officer's Pricing Certificate.
[31] Insert from Officer's Pricing Certificate.

the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

_____

Mike Morath
Commissioner of Education

(g) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (c), (e) and (f) of this Section, except for the following alterations:

(i) immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted; immediately under the name of the Capital Appreciation Bond, the heading "MATURITY DATE" shall be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Current Interest Bond, the words "on the maturity date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on the dates, in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:"

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iii) in the first paragraph of the Capital Appreciation Bond, the words "on the maturity date specified above" shall be deleted, and the words "the Maturity Amount identified above" shall be replaced with "the Maturity Amounts shown in the schedule below".

[Information to be inserted from schedule in the Officer's Pricing Certificate]

(iv) the Initial Bonds shall be numbered ICI-1 and ICA-1, respectively.

18. CUSIP Numbers. CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Bonds.

19. Debt Service Fund; Tax Levy. A special fund to be designated "Brownsville Independent School District Unlimited Tax Refunding Bonds_____[32], Debt Service Fund" is hereby created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there

[32] As designated in the Officer's Pricing Certificate.

is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, without legal limit as to maximum rate or amount, upon all taxable property in the District, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

To pay the debt service coming due on any Bonds issued prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the Debt Service Fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will take into account the balance in the Debt Service Fund when it sets its debt service tax rate each year.

20. Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the District under Section 19 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the District under Section 19 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

21. Further Proceedings. After the Initial Bonds have been executed, it shall be the duty of the President of the Board and other appropriate officials and agents of the District to deliver the Initial Bonds and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Bonds have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Initial Bonds, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

22. Federal Income Tax Exclusion. For any Bonds for which the District intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds: For this purpose, the District covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or

improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the District shall comply with each of the following covenants:

(a) The District will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 2 hereof, which will be owned and operated by the District and (ii) to pay the costs of issuing the Bonds. The District will not use any portion of the proceeds of the Bonds to pay the principal of or interest or redemption premium on, any other obligation of the District or a related person.

(b) The District will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141(a) of the Code.

(c) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the District, investment earnings on such collections, and as available, proceeds of the Bonds.

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(e) At all times while the Bonds are outstanding, the District will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The District will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting "arbitrage bonds," the District will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.

(f) The District will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The District represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the District reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.

(h) The District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the District will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the District allocable to other obligations of the District or moneys which do not represent gross proceeds of any obligations of the District and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the District will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(i) The District will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party.

(j) The District will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.

(k) The District will not issue or use the Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the District to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(l) Proper officers of the District charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the District's expectations. On or after the date of issuance of the Bonds, the District will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder, and may be relied upon by the Bond holders and any subsequent Bond holder and bond counsel to the District.

In complying with the foregoing covenants, the District may rely upon an unqualified opinion issued to the District by nationally recognized bond counsel that any action by the District or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the District's representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

23. Escrow Agreement/Deposit with Paying Agent for Refunded Bonds. The discharge and defeasance of the Refunded Bonds may be effectuated pursuant to the terms and provisions of an Escrow Agreement to be entered into by and between the District and the Escrow Agent or pursuant to a deposit of funds with the paying agent for the Refunded Bonds. The terms and provisions of an Escrow Agreement or other deposit agreement, if needed, are hereby approved, subject to such insertions, additions and modifications as shall be necessary to carry out the terms of this Order and the Pricing Certificate. The mathematical accuracy of the terms of the refunding shall be certified in the Report or by a certificate of sufficiency of deposit executed by the District's financial advisor or the paying agent for the Refunded Bonds. The President or Vice President is hereby authorized to execute and deliver such Escrow Agreement or other such deposit agreement on behalf of the District in multiple counterparts and the Secretary or the Assistant Secretary is hereby authorized to attest thereto and affix the District's seal.

24. Purchase of Escrowed Securities. If the Escrow Agreement is utilized, assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, if required, a Pricing Officer is hereby authorized to subscribe for, agree to purchase and purchase obligations which are authorized investments for escrow accounts pursuant to Section 1207.062, Texas Government Code, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report to be attached to the Escrow Agreement, and to execute any and all subscriptions, agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing. Any actions heretofore taken for such purpose are hereby ratified and approved.

25. Redemption Prior to Maturity of Refunded Bonds. The District has irrevocably exercised its option to call the bonds of the District for redemption prior to maturity on the dates and at the prices shown on Exhibit A attached to an Officer's Pricing Certificate, and authorized and directed notice of such redemption to be given in accordance with the orders authorizing the issuance of such bonds.

26. Permanent School Fund Guarantee. The District has applied for and received approval from the Texas Commissioner of Education (the "Commissioner"), subject to compliance with the Commissioners rules and regulations, for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State of Texas. If

the Bonds are defeased, the guarantee of the Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the Bonds by the Permanent School Fund, the District, hereby certifies and covenants that

(a) a certified copy of this Order and copies of the Official Notice of Sale and Final Official Statement (and final savings schedule for refunded bonds) shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days;

(b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and

(c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

27. Continuing Disclosure Undertaking. (a) Annual Reports. The District will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access ("EMMA") system at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement in Tables 1-5 and 7-12 and in Appendix B or as set forth in the Pricing Certificate. The District will update and provide this information within six months after the end of each fiscal year. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the District shall provide unaudited financial statements for the applicable fiscal year by the required time, and audited financial statements when audited financial statements become available.

If the District changes its fiscal year, it will submit a notice of such change to the MSRB, and the date of the new fiscal year end prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB).

(b) The District shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Bonds:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of holders of the Bonds, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the District;

(xiii) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial

Obligation of the District, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the District in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District and (b) the District intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018 or any additional SEC guidance.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with Section 28(a) of this Order by the time required by such Section.

The Pricing Officer is authorized and directed to establish and implement written procedures to ensure compliance with the reporting requirements imposed by this Section. Such procedures may be modified and amended by the Pricing Officer from time to time to the extent the modification or amendment of such procedures are deemed necessary, useful or appropriate.

(c) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Texas law that causes Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and the beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE UNLIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, or status or type of principal payment of the District, if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Bonds in the initial primary offering in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate amount of the outstanding Bonds consent to such amendment or (b) a person unaffiliated with the District (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The District may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If any such amendment is made, the District will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

28. Official Statement. The District hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriters is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement.

29. Power to Revise Form of Documents. Notwithstanding any other provision of this Order, the President of the Board or the Pricing Officer is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents attached hereto as exhibits as, in the judgment of the President or the Pricing Officer, and in the opinion of Bond Counsel to the District, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Preliminary Official Statement, the final Official

Statement, or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the Board.

30. Amendments. The District may amend this Order without the consent of or notice to any Owner in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the District may with the written consent of the holders of a majority of the aggregate principal amount or, in the case of Capital Appreciation Bonds, Maturity Amount, of the Bonds then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Order; except that, without the consent of the Owners of the Bonds affected, no such amendment, addition or rescission may (i) make any change in the maturity of any of the outstanding Bonds; (ii) reduce the rate of interest borne by any of the outstanding Bonds; (iii) reduce the amount of the principal of or Maturity Value of, or redemption premium, if any, payable on any outstanding Bonds; (iv) modify the terms of payment of principal or Maturity Value or, of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or (v) change the minimum percentage of the principal amount or, in the case of the Capital Appreciation Bonds, the Maturity Amount, of the Bonds necessary for consent to such amendment.

31. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order and the Purchase Agreement, the President or Vice President, the Secretary or the Assistant Secretary, and all other appropriate officers and agents of the District are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Bonds, including, without limitation, executing and delivering on behalf of the District all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the District's obligations under the Purchase Agreement and this Order and to direct the application of funds of the District consistent with the provisions of this Order.

32. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the District are hereby authorized to execute such agreement for and on behalf of the District.

33. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

34. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

PASSED AND APPROVED this 4th day of August, 2020

_____
President, Board of Trustees
Brownsville Independent School District

ATTEST:

_____
Secretary, Board of Trustees
Brownsville Independent School District

(SEAL)

EXHIBIT A

ALL THE DISTRICT'S OUTSTANDING BONDS

Unlimited Tax Refunding Bonds, Series 2013A
Unlimited Tax Refunding Bonds, Taxable Series 2013B
Maintenance Tax Notes, Series 2015
Unlimited Tax Refunding Bonds, Series 2015
Maintenance Tax Notes, Series 2017
Unlimited Tax Refunding Bonds, Series 2018

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Resolution No. 001/20-21 Omnia Partners/ National IPA

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
Annual Resolution for school year 2020-2021 for The Omnia Partners/National IPA to participate in the purchasing programs. Participation in this purchasing program facilitates the benefit of volume purchasing that result in anticipated savings to the district. No fees are assessed by this cooperative.

Amount expended for the previous 12 months $3,601,917.13.

FISCAL IMPLICATIONS:
Not to exceed approved budgeted Local and Categorical Funds.

RECOMMENDATION:
Recommend approval of Resolution No. 001/20-21 for the Brownsville Independent School District to participate in described purchasing programs of The Omnia Partners/National IPA for the 2020-2021 school year.

/Rosario Peña
Submitted by: Principal/Purchasing Adm.

/David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent
7/29/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

RESOLUTION NO. 001/20-21
AUGUST 04, 2020

TO OMNIA PARTNERS/NATIONAL IPA

WHEREAS, the Brownsville Independent School District, pursuant to the authority granted by Article 4413 (32c) Interlocal Cooperation Act as amended, desires to participate in the described purchasing programs of Omnia Partners/National IPA

WHEREAS, the Brownsville Independent School District is of the opinion that participation in these programs will be highly beneficial to the taxpayers of this district through the anticipated savings to be realized.

NOW, THEREFORE BE IT RESOLVED, that the Brownsville Independent School District does request that Omnia Partners/National IPA program include its stated need for the purchase of all products and services available and whereby, the Brownsville Independent School District may be allowed to purchase those items from the annual contract; and that Rosario Peña, Administrator for Purchasing is authorized and directed to sign and deliver therewith for and on behalf of the Brownsville Independent School District.

MINERVA M. PENA
BOARD PRESIDENT

DR. RENÉ GUTIÉRREZ
SUPERINTENDENT

I certify that the foregoing is true and correct of the resolution duly adopted by the Brownsville Independent School District Board of Trustees this the 4th day of August, 2020 and that the same now appears on records in my office.

DR. PRISCI ROCA TIPTON
BOARD SECRETARY

In witness thereof, I have here unto set my hand and affixed by official seal this 4th day of August, 2020.

THE STATE OF TEXAS
COUNTY OF CAMERON

Sworn to and subscribed before me on the 4th day of August, 2020.

_____
Notary Public Signature

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Resolution No. 002/20-21 The Local Government Purchasing Cooperative (TASB)

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

Annual Resolution for school year 2020-2021 for the Local Government Purchasing Cooperative to participate in the purchasing programs of the TASB. Participation in this purchasing program facilitates the benefit of volume purchasing that result in anticipated savings to the district. Processing charge of $400.00 for small sized motor vehicles and $800.00 for large sized motor vehicles per purchase order, regardless of the number of vehicles being purchased. The charge is levied on the end user and collected by the contractor.

Amount expended for the previous 12 months	Fees:	$2,000.00
	Purchases:	$5,791,269.44
	Total:	$5,793,269.44

FISCAL IMPLICATIONS:

Not to exceed approved budgeted Local and Categorical Funds.

RECOMMENDATION:

Recommend approval of Resolution No. 002/20-21 for the Brownsville Independent School District to participate in described purchasing programs of The Local Government Purchasing Cooperative (TASB) for the 2020-2021 school year.

Rosario Peña
/Rosario Peña
Submitted by: Principal/Purchasing Adm.

/David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent
7/29/20

Approved for Submission to Board of Education:

René Gutierrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

RESOLUTION NO. 002/20-21
AUGUST 04, 2020

TO THE LOCAL GOVERNMENT PURCHASING COOPERATIVE

WHEREAS, the Brownsville Independent School District, pursuant to the authority granted by Article 4413 (32c) Interlocal Cooperation Act as amended, desires to participate in the described purchasing programs of The Local Government Purchasing Cooperative

WHEREAS, the Brownsville Independent School District is of the opinion that participation in these programs will be highly beneficial to the taxpayers of this district through the anticipated savings to be realized.

NOW, THEREFORE BE IT RESOLVED, that the Brownsville Independent School District does request that The Local Government Purchasing Cooperative program include its stated need for the purchase of all products and services available and whereby, the Brownsville Independent School District may be allowed to purchase those items from the annual contract; and that Rosario Peña, Administrator for Purchasing is authorized and directed to sign and deliver therewith for and on behalf of the Brownsville Independent School District.

MINERVA M. PENA
BOARD PRESIDENT

DR. RENÉ GUTIÉRREZ
SUPERINTENDENT

I certify that the foregoing is true and correct of the resolution duly adopted by the Brownsville Independent School District Board of Trustees this the 4th day of August, 2020 and that the same now appears on records in my office.

DR. PRISCI ROCA TIPTON
BOARD SECRETARY

In witness thereof, I have here unto set my hand and affixed by official seal this 4th day of August, 2020.

THE STATE OF TEXAS
COUNTY OF CAMERON

Sworn to and subscribed before me on the 4th day of August, 2020.

_____
Notary Public Signature

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Resolution No. 003/20-21 Texas Comptroller of Public Accounts

X **Action**
Information
Discussion

BACKGROUND:

Annual Resolution for school year 2020-2021 for the Texas Comptroller of Public Accounts (formerly General Service Commission) and the Department of Information Resources to participate in purchasing programs of the State of Texas contract. The Participation in this purchasing program facilitates the benefit of volume purchasing that result in anticipated savings to the district. The annual participating fee for the school year is $100.00.

Amount expended for the previous 12 months	Fees:	$100.00
	Purchases:	$25,047,693.36
	Total:	$25,047,793.36

FISCAL IMPLICATIONS:

Not to exceed approved budgeted Local and Categorical Funds.

RECOMMENDATION:

Recommend approval of Resolution No. 003/20-21 for the Brownsville Independent School District to participate in described purchasing programs of the Texas Comptroller of Public Accounts for the 2020-2021 school year.

Rosario Peña
/Rosario Peña
Submitted by: Principal/Purchasing Adm.

/David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Dr. Nellie Cantu
Approved by: Deputy Superintendent
7/29/20

Approved for Submission to Board of Education:

René Gutierrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

RESOLUTION NO. 003/20-21
AUGUST 04, 2020

TO THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

WHEREAS, the Brownsville Independent School District, pursuant to the authority granted by Article 4413 (32c) Interlocal Cooperation Act as amended, desires to participate in the described purchasing programs of the Texas Comptroller of Public Accounts

WHEREAS, the Brownsville Independent School District is of the opinion that participation in these programs will be highly beneficial to the taxpayers of this district through the anticipated savings to be realized.

NOW, THEREFORE BE IT RESOLVED, that the Brownsville Independent School District does request that Texas Comptroller of Public Accounts program include its stated need for the purchase of all products and services available and whereby, the Brownsville Independent School District may be allowed to purchase those items from the annual contract; and that Rosario Peña, Administrator for Purchasing is authorized and directed to sign and deliver therewith for and on behalf of the Brownsville Independent School District.

MINERVA M. PENA
BOARD PRESIDENT

DR. RENÉ GUTIÉRREZ
SUPERINTENDENT

I certify that the foregoing is true and correct of the resolution duly adopted by the Brownsville Independent School District Board of Trustees this the 4th day of August, 2020 and that the same now appears on records in my office.

DR. PRISCI ROCA TIPTON
BOARD SECRETARY

In witness thereof, I have here unto set my hand and affixed by official seal this 4th day of August, 2020.

THE STATE OF TEXAS
COUNTY OF CAMERON

Sworn to and subscribed before me on the 4th day of August, 2020.

_____
Notary Public Signature

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Resolution No. 004/20-21 Houston Galveston Area Council Cooperative Purchasing Program

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

Administration is requesting approval of Resolution No. 004/20-21 to participate in the purchasing programs of the Houston-Galveston Area Council Cooperative Purchasing Program for the period of 2020-2021. The cost to participate is based on fees that are assessed on the total value of all products including the installation, freight and delivery charges, with the following exceptions of extended warranties and factory inspection trips for custom built equipment. Participation in this purchasing program facilitates the benefit of volume purchasing that result in anticipated savings to the district. The Order Processing Charge for motor vehicles is $600.00 for small vehicles and $1,000.00 for large vehicles per purchase order, no matter how many vehicles are on the order. The charge is levied on the end user and collected by the contractor.

Amount expended for the previous 12 months Fees: $0.00
Purchases: $87,680.59
Total: $87,680.59

FISCAL IMPLICATIONS:

Not to exceed approved budgeted Local and Categorical Funds.

RECOMMENDATION:

Recommend approval of Resolution No. 004/20-21 for the Brownsville Independent School District to participate in described purchasing programs of the Houston-Galveston Area Council Cooperative Purchasing Programs for the 2020-2021 school year.

Rosario Peña
/Rosario Peña
Submitted by: Principal/Purchasing Adm.

/David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Dr. Nellie Cantu
Approved by: Deputy Superintendent
7/29/20

Approved for Submission to Board of Education:

René Gutiérrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

RESOLUTION NO. 004/20-21
AUGUST 04, 2020

TO THE HOUSTON GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM

WHEREAS, the Brownsville Independent School District, pursuant to the authority granted by Article 4413 (32c) Interlocal Cooperation Act as amended, desires to participate in the described purchasing programs of the Houston Galveston Area Council Cooperative Purchasing Program

WHEREAS, the Brownsville Independent School District is of the opinion that participation in these programs will be highly beneficial to the taxpayers of this district through the anticipated savings to be realized.

NOW, THEREFORE BE IT RESOLVED, that the Brownsville Independent School District does request that the Houston Galveston Area Council Cooperative Purchasing Program include its stated need for the purchase of all products and services available and whereby, the Brownsville Independent School District may be allowed to purchase those items from the annual contract; and that Rosario Peña, Administrator for Purchasing is authorized and directed to sign and deliver therewith for and on behalf of the Brownsville Independent School District.

MINERVA M. PENA
BOARD PRESIDENT

DR. RENÉ GUTIÉRREZ
SUPERINTENDENT

I certify that the foregoing is true and correct of the resolution duly adopted by the Brownsville Independent School District Board of Trustees this the 4th day of August, 2020 and that the same now appears on records in my office.

DR. PRISCI ROCA TIPTON
BOARD SECRETARY

In witness thereof, I have here unto set my hand and affixed by official seal this 4th day of August, 2020.

THE STATE OF TEXAS
COUNTY OF CAMERON

Sworn to and subscribed before me on the 4th day of August, 2020.

_____
Notary Public Signature

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Resolution No. 005/20-21 U.S. Communities

X **Action**
_____ **Information**
_____ **Discussion**

BACKGROUND:
This is an annual resolution for school year 2020-2021 to participate in the U.S. Communities purchasing programs. Participation in this purchasing program facilitates the benefit of volume purchasing that result in anticipated savings to the district. No fees are assessed by this cooperative.

Amount expended for the previous 12 months $203,409.70.

FISCAL IMPLICATIONS:
Not to exceed approved budgeted Local and Categorical Funds.

RECOMMENDATION:
Recommend approval of Resolution No. 005/20-21 for the Brownsville Independent School District to participate in the U.S. Communities purchasing programs for the 2020-2021 school year.

/Rosario Peña
Submitted by: Principal/Purchasing Adm.

/David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent
7/29/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

RESOLUTION NO. 005/20-21
AUGUST 04, 2020

TO THE U.S. COMMUNITIES

WHEREAS, the Brownsville Independent School District, pursuant to the authority granted by Article 4413 (32c) Interlocal Cooperation Act as amended, desires to participate in the described purchasing programs of the U.S. Communities

WHEREAS, the Brownsville Independent School District is of the opinion that participation in these programs will be highly beneficial to the taxpayers of this district through the anticipated savings to be realized.

NOW, THEREFORE BE IT RESOLVED, that the Brownsville Independent School District does request that the U.S. Communities program include its stated need for the purchase of all products and services available and whereby, the Brownsville Independent School District may be allowed to purchase those items from the annual contract; and that Rosario Peña, Administrator for Purchasing is authorized and directed to sign and deliver therewith for and on behalf of the Brownsville Independent School District.

MINERVA M. PENA
BOARD PRESIDENT

DR. RENÉ GUTIÉRREZ
SUPERINTENDENT

I certify that the foregoing is true and correct of the resolution duly adopted by the Brownsville Independent School District Board of Trustees this the 4th day of August, 2020 and that the same now appears on records in my office.

DR. PRISCI ROCA TIPTON
BOARD SECRETARY

In witness thereof, I have here unto set my hand and affixed by official seal this 4th day of August, 2020.

THE STATE OF TEXAS
COUNTY OF CAMERON

Sworn to and subscribed before me on the 4th day of August, 2020.

_____
Notary Public Signature

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Resolution No. 006/20-21 Region One-Purchasing Cooperative

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
Annual Resolution for school year 2020-2021 for the Region One – Purchasing Cooperative, to participate in the purchasing programs. Participation in this purchasing program facilitates the benefit of volume purchasing that result in anticipated savings to the district.

Amount expended for the previous 12 months $466,155.68.

FISCAL IMPLICATIONS:
Not to exceed approved budgeted Local and Categorical Funds.

RECOMMENDATION:
Recommend approval of Resolution No. 006/20-21 for the Brownsville Independent School District to participate in described purchasing programs of the Region One-Purchasing Cooperative for the 2020-2021 school year.

/Rosario Peña
Submitted by: Principal/Purchasing Adm.

/David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

RESOLUTION NO. 006/20-21
AUGUST 04, 2020

TO THE ____ REGION ONE-PURCHASING COOPERATIVE

WHEREAS, the Brownsville Independent School District, pursuant to the authority granted by Article 4413 (32c) Interlocal Cooperation Act as amended, desires to participate in the described purchasing programs of the ___ Region One-Purchasing Cooperative

WHEREAS, the Brownsville Independent School District is of the opinion that participation in these programs will be highly beneficial to the taxpayers of this district through the anticipated savings to be realized.

NOW, THEREFORE BE IT RESOLVED, that the Brownsville Independent School District does request that the ____ Region One-Purchasing Cooperative program include its stated need for the purchase of all products and services available and whereby, the Brownsville Independent School District may be allowed to purchase those items from the annual contract; and that Rosario Peña, Administrator for Purchasing is authorized and directed to sign and deliver therewith for and on behalf of the Brownsville Independent School District.

MINERVA M. PENA
BOARD PRESIDENT

DR. RENÉ GUTIÉRREZ
SUPERINTENDENT

I certify that the foregoing is true and correct of the resolution duly adopted by the Brownsville Independent School District Board of Trustees this the 4th day of August, 2020 and that the same now appears on records in my office.

DR. PRISCI ROCA TIPTON
BOARD SECRETARY

In witness thereof, I have here unto set my hand and affixed by official seal this 4th day of August, 2020.

THE STATE OF TEXAS
COUNTY OF CAMERON

Sworn to and subscribed before me on the 4th day of August, 2020.

_____
Notary Public Signature

Brownsville Independent School District

Agenda Category: General Fuction **Board of Education Meeting:** 08/04/2020

Item Title: Resolution No. 007/20-21 Region One ESC, Library Services and Instructional Resources COOP

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

This is the annual resolution for school year 2020-2021 to participate in the Region One Education Service Center, Library Services and Instructional Resources Cooperative. The cooperative provides the district access to digital resources such as Power Videos, EBSCO History Ref., Brain Pop and others at A reduced cost. Fees for the state's TexQuest database access initiative are also included in the cooperative fee. Students, teachers, parents, and staff can access these databases from school or home. Other services provided include staff development workshops at the ESC and on-site. Additionally, eBook access is also being added to the list of services this year.

Amount expended for the previous 12 months: Fees $142,086.40 and purchases $373,151.00.

FISCAL IMPLICATIONS:

Not to exceed approved budgeted Local and Categorical Funds.

RECOMMENDATION:

Recommend approval of Resolution No. 007/20-21 for the Brownsville Independent School District to participate in the Region One Education Service Center, Edinburg, Texas, Library Services and Instructional Resources Cooperative for the 2020-2021 school year, services to be rendered subject to the District's needs and funding.

Rosie Ara /Rosario Peña
Submitted by: Principal/Purchasing Adm.

Dr. Dora Sauceda /David Robledo
Recommended by: Asst. Supt./CFO

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.

Region One Education Service Center

1900 West Schunior • Edinburg, TX 78541 • Phone (956) 984-6000 Fax (956) 984-7655

DISTRICT/CHARTER COMMITMENT FORM
LIBRARY SERVICES & INSTRUCTIONAL RESOURCES COOPERATIVE

2019-2020 School Year

031901 - BROWNSVILLE ISD
School District Name

1. Membership Rate Per Student	$3.20
2. Total Enrollment (PEIMS 2018-2019 Enrollment)	44,402
3. District's Participation Commitment	$ 142,086.40

NOTE: DO NOT SEND A PURCHASE ORDER BEFORE September 1, 2019.
Please email a purchase order *after September 1, 2019* to ffuentes@esc1.net for the district's participation commitment.

Signature of Superintendent — 8/13/19 Date

Dr,. Rene Gutierrez — 956-548-8011

Printed/Typed Name of Superintendent — Telephone Number

Rosie Arca — mrara@bisd.us

Printed/Type Name of District Library Contact — Email Address for District Library Contact

Committing to the Library Services & Instructional Resources Cooperative ensures that your district will continue to receive services for the 2019-2020 school year.

Please return this commitment form to confirm participation in the Library Services & Instructional Resources cooperative for the 2019-20 school year before August 1, 2019. DO NOT SEND A PURCHASE ORDER BEFORE September 1, 2019.

Form can be emailed to ffuentes@esc1.net or mailed to: Region One Education Service Center, ATTN: Library Services & Instructional Resources, 1900 West Schunior, Edinburg, TX 78541.

ESC Use Only: **Local Rev Media Commitments – 162-00-5729-10-241-000**

Region One Education Service Center
1900 W. Schunior •Edinburg, TX 78541 •Phone (956) 984-6000 Fax (956) 984-7655

ATTACHMENT A
2019-2020 Library Services and Instructional Resources Cooperative

MackinVIA: an eResource Management System that contains all the digital resources students and staff will utilize in their schools. MackinVIA will house our shared eBooks and databases.

eBooks: The MackinVIA regionally shared eBook library will continue to be added to and will be co-owned by all participating districts/charters. Members from previous years will see their collection grow this year.

Virtual Library Databases:

Resource Type	Resource Title	Description
Instructional Resource	**Booklist**	Book review platform
Video	**BrainPOP, BrainPOP Jr., BrainPOP Español, BrainPOP ELL, BrainPOP Francais**	over 2,359 short animated movies for students in grades K-12
Database	**EBSCO History Reference Center**	Comprehensive Full-Text History Reference Database
eBooks	**Brain Hive**	Subscription eBook Collection (500 Titles Collection Per Campus Level)
College & Career Reference Center	**Gale TERC w/Career Module**	College and Career Testing and Education Reference Center
Instructional Resource	**Th Mailbox** (PK-6 grade campus only)	Printable activities
	TexQuest Partners (* listed below)	
Database	*** Britannica School** *** Britannica Learning Zone**	Multi-level Encyclopedia & Resources
Database	*** Britannica Escolar** *** Britannica Moderna**	Spanish Multi-Level Encyclopedia & Resources
Database	*** EBSCO**	Selected Resources for All Levels
Database	*** Gale Cengage Learning**	Selected Resources for All Levels
Video	***Learn360**	over 12,000 videos from 50+ publishers for students in grades K-12
Database	*** ProQuest SIRS Discoverer**	Articles and Websites for K-8
Database	*** TeachingBooks**	Resources about Books and Authors

Region One Education Service Center
1900 W. Schunior •Edinburg, TX 78541 •Phone (956) 984-6000 Fax (956) 984-7655

Professional Development:

- On-site support (one day per 10,000 students)
- Professional Development sessions specifically for librarians at Region One at no cost or reduced pricing
- Fall and Spring workshops
- MegaBYTE membership for librarians only. Professional learning opportunities related to effective technology use.
- Monthly Library Leadership Network meetings for district library contacts

Library and Technology Purchasing Cooperative:

Membership in Region One's Library Services and Instructional Resources Virtual Library Cooperative allows the member to participate in the Library and Technology Purchasing Cooperative for School Purchases from the following categories:

1. **Audio Visual Equipment** – includes audio visual equipment, multi-media projectors, mobile devices, eReaders, smartboards, etc.
2. **Consultants** - includes authors, illustrators, storytellers, trainers, and other presenters
3. **Instructional Software/Applications** - includes library automation, instructional resources/databases, etc.
4. **Library Books** – includes eBooks, digital, audio, and print to include cataloging and processing
5. **Library Furniture** – includes shelving, workstations, stands, tables, chairs, desks, stools, etc.
6. **Library Supplies** – includes book care, protection and repair supplies, book jackets, spine labels, organization and packaging, etc.
7. **Magazine Subscriptions** – includes print and digital magazines, periodicals, journals, etc.
8. **Technology Hardware** – includes computer, monitor, keyboard, mouse, hard disk drive, motherboard, video card, etc.
9. **Technology Equipment** – includes electronic data management or analysis devices, associated peripherals, accessories, etc.
10. **Other Library and Technology Resources/Services** – includes resources or services that do NOT fall under the categories listed above.

Region One Education Service Center

1900 West Schunior ◆ Edinburg, TX 78541 ◆ Phone (956) 984-6000 Fax (956) 984-7655

Library Services and Instructional Resources Cooperative
2019-2020 Cost Benefit Analysis
District: Brownsville ISD

The Region One ESC Library Services and Instructional Resources Virtual Library Cooperative makes every effort to provide the highest quality resources and most cost-effective solutions to school districts. We provide resources and services that support the educational needs of today's students by providing resources that support the skills necessary in the twenty first century and resources that better support the state assessments.

The Region One ESC Library Services and Instructional Resources Virtual Library Cooperative is able to provide resources at a reasonable cost to school districts due to volume purchasing. Below is a cost comparison of the Co-op versus the cost of the resources purchased separately.

Service	# Students	Co-op Memebership Cost ($3.20 per student)	Cost for district to purchase directly from vendor		
			Cost	Student/ Campus/ District	Total
BrainPOP, BP Jr., BP Español, BP Francais, BP ELL	44,402	Included in Coop	$ 4,470.00	58 /campus	$ 259,260.00
EBSCO History Reference Center	44,402	Included in Coop	$ 1.13	/student	$ 50,174.26
MackinVia eResource Management System	44,402	Included in Coop	$ 20,000.00	/district	$ 20,000.00
Brain Hive	44,402	Included in Coop	$ 4,000.00	/campus	$ 232,000.00
TexQuest (State Funded Databases including Britannica, EBSCO, Gale, Learn360, ProQuest, and Teachingbooks.net))	44,402	Included in Coop	$ 28.00	/student	$ 1,243,256.00
Gale TERC with Career Module	44,402	Included in Coop	$ 2,105.00	/campus	$ 122,090.00
Professional Development & on-site support (One day per 10,000 students)	4 days @ $1,200 per day	Included in Coop	4 days @ $1,200	per day	$ 4,800.00
MegaBYTE: Professional Development provided by MegaBYTE for LIBRARIANS ONLY	1 days @ $1,200 per day	Included in Coop	1 $3,000 per district	per day	$ 3,000.00
Professional Development sessions for librarians at Region One at no cost. Non-members pay from $50 to $150 per workshop. (Estimate based on number of librarians)	59 participants @ $150 per workshop	Included in Coop	59 participants @ $150 per workshop	per workshop	$ 8,850.00
Membership in Region One's Library Purchasing Co-op for School Library Purchases	Amount of savings depends on the amount of purchasing made by the campus/district.	Included in Coop	Not available to non-coop districts		$ -
Total		**$ 142,086.40**			**$ 1,943,430.26**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Resolution No. 008/20-21 Region One Education Service Center Child Nutrition Program-South Texas Cooperative

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

Annual resolution for the 2020-2021 school year between BISD and Region One Education Service Center to enable BISD Food and Nutrition Service Department to participate in the Child Nutrition Program-South Texas Cooperative (CNP-STC). The FNS Department is a member of the CNP-STC as granted by Article 791 et seq. of the Interlocal Cooperative Act in 1999. This resolution allows the FNS Department to purchase all categories of goods and services including commodity processing services and other awarded contracts necessary for the operation of the FNS Department. There is no fee to BISD participate in the CNP-STC.

Amount expended in the previous 12 months:	$	0.00 CNP-STC Fee
		$17,937,920.16 Food and Non-Food Purchases
Totals:		$17,937,920.16

FISCAL IMPLICATIONS:

Not to exceed approval budgeted Local and Categorical Funds.

RECOMMENDATION:

Recommend approval of Resolution No. 008/20-21 for the Brownsville Independent School District Food and Nutrition Service Department to participate in the purchasing programs through Region One Education Service Center Child Nutrition Program-South Texas Cooperative during the 2020-2021 school year.

Laura-Zelda Villarreal / Rosario Pena
Submitted by: Administrator/Purchasing Adm.

Jimmy Haynes / David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent
7/29/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

RESOLUTION NO. 008/20-2021
AUGUST 04, 2020

TO THE REGION I EDUCATION SERVICE CENTER CHILD NUTRITION PROGRAM-SOUTH TEXAS COOPERATIVE

WHEREAS, the Brownsville Independent School District, pursuant to the authority granted by Article 4413 (32c) Interlocal Cooperation Act as amended, desires to participate in the described purchasing programs of the Region I Education Service Center Child Nutrition Program-South Texas Cooperative

WHEREAS, the Brownsville Independent School District is of the opinion that participation in these programs will be highly beneficial to the taxpayers of this district through the anticipated savings to be realized.

NOW, THEREFORE BE IT RESOLVED, that the Brownsville Independent School District does request that the The Region I Education Service Center Child Nutrition Program-South Texas Cooperative program include its stated need for the purchase of all products and services available and whereby, the Brownsville Independent School District may be allowed to purchase those items from the annual contract; and that Rosario Peña, Administrator for Purchasing is authorized and directed to sign and deliver therewith for and on behalf of the Brownsville Independent School District.

MINERVA M. PENA
BOARD PRESIDENT

DR. RENÉ GUTIÉRREZ
SUPERINTENDENT

I certify that the foregoing is true and correct of the resolution duly adopted by the Brownsville Independent School District Board of Trustees this the 4th day of August, 2020 and that the same now appears on records in my office.

DR. PRISCI ROCA TIPTON
BOARD SECRETARY

In witness thereof, I have here unto set my hand and affixed by official seal this 4th day of August, 2020.

THE STATE OF TEXAS
COUNTY OF CAMERON

Sworn to and subscribed before me on the 4th day of August, 2020.

_____
Notary Public Signature

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Resolution No. 009/20-21 Region VIII Education Service Center (ESC8) (TIPS)

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
The Interlocal Purchasing System (TIPS) is sponsored by the Region VIII Education Service Center (ESC8) (TIPS) The Interlocal Purchasing System is available for use by all public and private schools, colleges, universities, cities, counties and other government entities in the States of Arkansas, Missouri, Oklahoma and Texas.

Amount expended for the previous 12 months $1,946,461.35.

FISCAL IMPLICATIONS:
Not to exceed approved budgeted Local and Categorical Funds.

RECOMMENDATION:
Recommend approval of Resolution No. 009/20-21 for the Brownsville Independent School District to participate in described purchasing program of the Region VIII Education Service Center (ESC8) (TIPS) for the 2020-2021 school year.

/Rosario Peña
Submitted by: Principal/Purchasing Adm.

/David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent
7/29/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

RESOLUTION NO. 009/20-21
AUGUST 04, 2020

TO THE REGION VIII EDUCATION SERVICE CENTER (ESC8) (TIPS)

WHEREAS, the Brownsville Independent School District, pursuant to the authority granted by Article 4413 (32c) Interlocal Cooperation Act as amended, desires to participate in the described purchasing programs of the Region VIII Education Service Center (ESC8) (TIPS)

WHEREAS, the Brownsville Independent School District is of the opinion that participation in these programs will be highly beneficial to the taxpayers of this district through the anticipated savings to be realized.

NOW, THEREFORE BE IT RESOLVED, that the Brownsville Independent School District does request that the Region VIII Education Service Center (ESC8) (TIPS) program include its stated need for the purchase of all products and services available and whereby, the Brownsville Independent School District may be allowed to purchase those items from the annual contract; and that Rosario Peña, Administrator for Purchasing is authorized and directed to sign and deliver therewith for and on behalf of the Brownsville Independent School District.

MINARVA M. PENA
BOARD PRESIDENT

DR. RENÉ GUTIÉRREZ
SUPERINTENDENT

I certify that the foregoing is true and correct of the resolution duly adopted by the Brownsville Independent School District Board of Trustees this the 4th day of August, 2020 and that the same now appears on records in my office.

DR. PRISCI ROCA TIPTON
BOARD SECRETARY

In witness thereof, I have here unto set my hand and affixed by official seal this 4th day of August, 2020.

THE STATE OF TEXAS
COUNTY OF CAMERON

Sworn to and subscribed before me on the 4th day of August, 2020.

_____
Notary Public Signature

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Budget Amendment #010

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
Fund 197 – Projects: To set up Carryover Budget for outstanding purchase orders which are committed for fiscal year ending June 30, 2020. These amounts reflect purchase orders, which were encumbered for contracted services, supplies, materials, other services and/or capital outlay.

FISCAL IMPLICATIONS:
Fund 197 – Projects

Function 11 - Instruction	$ 13,758.00
Function 41 - Administration	9,850.00
Function 51 - Maintenance & Operations	552,210.00
Function 52 - Security Services	6,349.00
Function 81 - Facilities Acquisition & Construction	846,313.00
	$ 1,428,480.00

RECOMMENDATION:
Recommend approval of Budget Amendment #010 in the amount of $1,428,480.00 for Fund 197 – Projects. (Carryover Purchase Order Budget)

Mary D. Garza
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent 7/29/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District
Open Purchase Order Report
June 30, 2020

Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
197	11	6398	003	P352540	V000845	MELHART MUSIC CENTER INC.	$ 6,351.00
197	11	6398	001	P357848	V010320	ROMEO MUSIC	7,407.00
11 Total							**$ 13,758.00**
197	41	6499	916	P358395	V009542	LAMAR OUTDOOR ADVERTISING	$ 1,850.00
197	41	6499	916	P359280	V017417	MOBILE VIDEO TAPES INC.	4,000.00
197	41	6499	916	P359263	V017412	SINCLAIR BROADCAST GROUP INC.	4,000.00
41 Total							**$ 9,850.00**
197	51	6631	912	P359466	V007421	CALDWELL COUNTRY CHEVROLET	$ 27,790.00
197	51	6631	912	P359467	V007421	CALDWELL COUNTRY CHEVROLET	30,959.00
197	51	6631	912	P359468	V007421	CALDWELL COUNTRY CHEVROLET	35,920.00
197	51	6631	912	P359464	V007421	CALDWELL COUNTRY CHEVROLET	39,990.00
197	51	6631	912	P359465	V007421	CALDWELL COUNTRY CHEVROLET	49,990.00
197	51	6631	912	P359490	V007421	CALDWELL COUNTRY CHEVROLET	62,318.00
197	51	6246	912	P359600	V002491	G & T PAVING COMPANY LLC.	293,843.00
197	51	6497	912	P342735	V002460	SPOT RUBBER WELDERS INC.	592.00
197	51	6245	045	P342755	V001691	TERRACON CONSULTANTS INC.	5,404.00
197	51	6245	045	P342756	V001691	TERRACON CONSULTANTS INC.	5,404.00
51 Total							**$ 552,210.00**
197	52	6397	002	P357627	V018816	SECURITAS ELECTRONIC SECURITY INC.	$ 6,349.00
52 Total							**$ 6,349.00**
197	81	6629	048	P329453	V018653	CHANIN ENGINEERING LLC.	$ 1,500.00
197	81	6629	047	P341442	V002491	G & T PAVING COMPANY LLC.	36,950.00
197	81	6629	009	P344023	V002573	GOMEZ-MENDEZ-SAENZ ARCHITECTS	35,033.00
197	81	6629	047	P359606	V002266	HURRICANE FENCE CO.	7,381.00
197	81	6629	047	P296222	V017835	M GARCIA ENGINEERING LLC.	6,623.00
197	81	6629	002	P359163	V000845	MELHART MUSIC CENTER INC.	44,370.00
197	81	6629	047	P341439	V001691	TERRACON CONSULTANTS INC.	4,236.00
197	81	6629	009	EP20026	V011782	ZIWA CORPORATION	710,220.00
81 Total							**$ 846,313.00**
197 Total - Projects							**$ 1,428,480.00**

Brownsville Independent School District

Agenda Category: General Fuction **Board of Education Meeting:** 08/04/2020

Item Title: Resolution No. 012/20-21 Region XI Education Service Center, Technology Resources Education Consortium

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

This is the annual resolution for school year 2020-2021 to participate in the Region XI Education Service Center, Technology Resources Education Consortium (TREC). The consortium provides the district hosting of the Library Management System (Destiny) on its servers, unlimited technical support and pays software license fees. Students, teachers, and other staff also get access to over 3,000 eBooks from any device, at any time. Professional Development for Librarians through webinar and on-site workshop is also provided in areas such as instructional leadership, technology integration, and collection development. This will be the sixth year of the partnership, which has yielded a large cost savings.

Amount expended for the previous 12 months: Fees $83,850.00 and purchases $83,850.00.

FISCAL IMPLICATIONS:

Not to exceed approved budgeted Local and Categorical Funds.

RECOMMENDATION:

Recommend approval of Resolution No. 012/20-21 for the Brownsville Independent School District to participate in the Region XI Education Service Center, Fort Worth, Texas, Technology Resources Education Consortium (TREC), for the 2020-2021 school year, services to be rendered subject to the District's needs and funding.

Rosie Ara /Rosario Peña
Submitted by: Principal/Purchasing Adm.

Dr. Dora Sauceda /David Robledo
Recommended by: Asst. Supt./CFO

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.

EDUCATION SERVICE CENTER REGION 11

Technology Resources Education Consortium (TREC)
TREC Services Renewal Quote
Enrollment Period: 09/01/2019 – 08/31/2020
Brownsville ISD Total – revised 7/23/19

	Quantity	Cost
TREC Library Management Services		
Library Manager		
- TREC Membership, including Follett Destiny Library Manager License	54	$78,300.00
o Follett New Library Manager Site Licensing Fee (Year 1 only)	0	$ 0.00
o TitlePeek (all new sites and current Title Peek sites must include)	54	$6,750.00
Library Manager Add-On Services*+		
- WebPath Express	0	$ 0.00
- State Standards	0	$ 0.00
- Alliance AV (district-wide purchase only, $100/campus)	0	$ 0.00
- Reading Program Service: Lexile	0	$ 0.00
- Reading Program Service: Fountas & Pinnell	0	$ 0.00
- Reading Program Service: AR/RC	0	$ 0.00
Total Cost TREC Library Management Services		$85,050.00
TREC Resource Management Services		
- Follett Destiny Resource Manager	0	$ 0.00
o Follett New Resource Manager Site Licensing Fee (Year 1 only)	0	$ 0.00
o Upgrade from Textbook Manager/Asset Manager	1	1
- Legacy Systems		
o Textbook Manager (Renewing sites only)	0	$ 0.00
o Asset Manager (Renewing sites only)	0	$ 0.00
Total Cost TREC Resource Management Services		$ 0.00
TREC Data Migration Services		
District Migration	0	$ 0.00
Data-Conversion (per site)	0	$ 0.00
Total Cost TREC Data Migration Services		$ 0.00
Adjustments/Discounts		
- Small school discount for campuses < 300 enrollment	4	$(1,200.00)
- Other		
Total Adjustment		$-1,200.00
Grand Total Cost for all TREC Services		$83,850.00
Current Contact Information – please make any necessary changes below ,,		

Brownsville ISD Total intends to continue TREC Services for the 2019-2020 school year as listed above:

Dr. Rene Gutierrez	Superintendent	Rene Gutierrez	8/20/19
Printed Name	Title	Signature	Date

*If you wish to cancel any services for 2019-20, a written notification must be sent to ESC Region 11 no later than August 31, 2019.
+Additional services can be added at any time during the current school year.

RESOLUTION NO. 012/20-21
AUGUST 04, 2020

TO THE REGION XI EDUCATION SERVICE CENTER, TECHNOLOGY RESOURCES EDUCATION CONSORTIUM

WHEREAS, the Brownsville Independent School District, pursuant to the authority granted by Article 4413 (32c) Interlocal Cooperation Act as amended, desires to participate in the described purchasing programs of the Region XI Education Service Center, Technology Resources Education Consortium

WHEREAS, the Brownsville Independent School District is of the opinion that participation in these programs will be highly beneficial to the taxpayers of this district through the anticipated savings to be realized.

NOW, THEREFORE BE IT RESOLVED, that the Brownsville Independent School District does request that the Region XI Education Service Center, Technology Resources Education Consortium program include its stated need for the purchase of all products and services available and whereby, the Brownsville Independent School District may be allowed to purchase those items from the annual contract; and that Rosario Peña, Administrator for Purchasing is authorized and directed to sign and deliver therewith for and on behalf of the Brownsville Independent School District.

MINERVA M. PENA
BOARD PRESIDENT

DR. RENÉ GUTIÉRREZ
SUPERINTENDENT

I certify that the foregoing is true and correct of the resolution duly adopted by the Brownsville Independent School District Board of Trustees this the 4th day of August, 2020 and that the same now appears on records in my office.

DR. PRISCI ROCA TIPTON
BOARD SECRETARY

In witness thereof, I have here unto set my hand and affixed by official seal this 4th day of August, 2020.

THE STATE OF TEXAS
COUNTY OF CAMERON

Sworn to and subscribed before me on the 4th day of August, 2020.

_____
Notary Public Signature

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Resolution No. 013/20-21
TASB Energy Cooperative

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
This resolution will allow the district to participate in the TASB Energy Cooperative purchasing program. Participation in this purchasing program facilitates the benefit of volume purchasing that results in anticipated saving to the district in a fixed-rate transportation fuel program.

Amount expended for the previous 12 months $0.00.

FISCAL IMPLICATIONS:
Not to exceed approved budgeted Local and Categorical Funds.

RECOMMENDATION:
Recommend approval of Resolution No. 013/20-21 for the Brownsville Independent School District to participate in the TASB Energy Cooperative purchasing program for the 2020-2021 school year.

/Rosario Peña
Submitted by: Principal/Purchasing Adm.

/David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

RESOLUTION NO. 013/20-21
AUGUST 04, 2020

TO THE TASB ENERGY COOPERATIVE

WHEREAS, the Brownsville Independent School District, pursuant to the authority granted by Article 4413 (32c) Interlocal Cooperation Act as amended, desires to participate in the described purchasing programs of the TASB Energy Cooperative

WHEREAS, the Brownsville Independent School District is of the opinion that participation in these programs will be highly beneficial to the taxpayers of this district through the anticipated savings to be realized.

NOW, THEREFORE BE IT RESOLVED, that the Brownsville Independent School District does request that the TASB Energy Cooperative program include its stated need for the purchase of all products and services available and whereby, the Brownsville Independent School District may be allowed to purchase those items from the annual contract; and that Rosario Peña, Administrator for Purchasing is authorized and directed to sign and deliver therewith for and on behalf of the Brownsville Independent School District.

MINERVA M. PENA
BOARD RESIDENT

DR. RENÉ GUTIÉRREZ
SUPERINTENDENT

I certify that the foregoing is true and correct of the resolution duly adopted by the Brownsville Independent School District Board of Trustees this the 4th day of August, 2020 and that the same now appears on records in my office.

DR. PRISCI ROCA TIPTON
BOARD SECRETARY

In witness thereof, I have here unto set my hand and affixed by official seal this 4th day of August, 2020.

THE STATE OF TEXAS
COUNTY OF CAMERON

Sworn to and subscribed before me on the 4th day of August, 2020.

_____
Notary Public Signature

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Resolution No. 014/20-21 National Joint Powers Alliance

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
This resolution will allow the district to participate in the National Joint Powers Alliance purchasing program. Participation in this purchasing program facilitates the benefit of volume purchasing that results in anticipated saving to the district. There is no fee for membership.

Amount expended for the previous 12 months $0.00.

FISCAL IMPLICATIONS:
Not to exceed approved budgeted Local and Categorical Funds.

RECOMMENDATION:
Recommend approval of Resolution No. 014/20-21 for the Brownsville Independent School District to participate in the National Joint Powers Alliance purchasing program for the 2020-2021 school year.

/Rosario Peña
Submitted by: Principal/Program Adm.

/David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent
7/29/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

RESOLUTION NO. 014/20-21
AUGUST 04, 2020

TO THE NATIONAL JOINT POWERS ALLIANCE

WHEREAS, the Brownsville Independent School District, pursuant to the authority granted by Article 4413 (32c) Interlocal Cooperation Act as amended, desires to participate in the described purchasing programs of the National Joint Powers Alliance

WHEREAS, the Brownsville Independent School District is of the opinion that participation in these programs will be highly beneficial to the taxpayers of this district through the anticipated savings to be realized.

NOW, THEREFORE BE IT RESOLVED, that the Brownsville Independent School District does request that the National Joint Powers Alliance program include its stated need for the purchase of all products and services available and whereby, the Brownsville Independent School District may be allowed to purchase those items from the annual contract; and that Rosario Peña, Administrator for Purchasing is authorized and directed to sign and deliver therewith for and on behalf of the Brownsville Independent School District.

MINERVA M. PENA
BOARD PRESIDENT

DR. RENÉ GUTIÉRREZ
SUPERINTENDENT

I certify that the foregoing is true and correct of the resolution duly adopted by the Brownsville Independent School District Board of Trustees this the 4th day of August, 2020 and that the same now appears on records in my office.

DR. PRISCI ROCA TIPTON
BOARD SECRETARY

In witness thereof, I have here unto set my hand and affixed by official seal this 4th day of August, 2020.

THE STATE OF TEXAS
COUNTY OF CAMERON

Sworn to and subscribed before me on the 4th day of August, 2020.

_____
Notary Public Signature

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Resolution No. 015/20-21 Education Service Center Region 19

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
This resolution will allow the district to participate in the Education Service Center Region 19 (ESC 19) purchasing program. Participation in this purchasing program facilitates the benefit of volume purchasing that result in anticipated savings to the district. There is no fee for membership.

Amount expended for the previous 12 months $26,040.00.

FISCAL IMPLICATIONS:
Not to exceed approved budgeted Local and Categorical Funds.

RECOMMENDATION:
Recommend approval of Resolution No. 015/20-21 for the Brownsville Independent School District to participate in the Education Service Center Region 19 (ESC19) purchasing program for the 2020-2021 school year.

Rosario Peña
/Rosario Peña
Submitted by: Principal/Purchasing Adm.

/David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Dr. Nellie Cantu
Approved by: Deputy Superintendent
7/29/20

Approved for Submission to Board of Education:

René Gutierrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

RESOLUTION NO. 015/20-21
AUGUST 04, 2020

TO THE EDUCATION SERVICE CENTER REGION 19

WHEREAS, the Brownsville Independent School District, pursuant to the authority granted by Article 4413 (32c) Interlocal Cooperation Act as amended, desires to participate in the described purchasing programs of the Education Service Center Region 19

WHEREAS, the Brownsville Independent School District is of the opinion that participation in these programs will be highly beneficial to the taxpayers of this district through the anticipated savings to be realized.

NOW, THEREFORE BE IT RESOLVED, that the Brownsville Independent School District does request that the Education Service Center Region 19 program include its stated need for the purchase of all products and services available and whereby, the Brownsville Independent School District may be allowed to purchase those items from the annual contract; and that Rosario Peña, Administrator for Purchasing is authorized and directed to sign and deliver therewith for and on behalf of the Brownsville Independent School District.

MINERVA M. PENA
BOARD PRESIDENT

DR. RENÉ GUTIÉRREZ
SUPERINTENDENT

I certify that the foregoing is true and correct of the resolution duly adopted by the Brownsville Independent School District Board of Trustees this the 4th day of August, 2020 and that the same now appears on records in my office.

DR. PRISCI ROCA TIPTON
BOARD SECRETARY

In witness thereof, I have here unto set my hand and affixed by official seal this 4th day of August, 2020.

THE STATE OF TEXAS
COUNTY OF CAMERON

Sworn to and subscribed before me on the 4th day of August, 2020.

_____
Notary Public Signature

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Resolution No. 016/20-21 Education Service Center, Region 20 and the Pace Purchasing Cooperative

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
This will be a Resolution for school year 2020-2021 for the Education Service Center, Region 20 and the Pace Purchasing Cooperative to participate in purchasing programs of the State of Texas contracts. The Participation in this purchasing program facilitates the benefit of volume purchasing that result in anticipated savings to the district. There is never a cost to member to use the cooperative.

Amount expended for the previous 12 months $69,033.30.

FISCAL IMPLICATIONS:
Not to exceed approved budgeted Local and Categorical Funds.

RECOMMENDATION:
Recommend approval of Resolution No. 016/20-21 for the Brownsville Independent School District to participate in described purchasing programs of the Education Service Center, Region 20 and the Pace Purchasing Cooperative for the 2020-2021 school year.

Rosario Peña
/Rosario Peña
Submitted by: Principal/Purchasing Adm.

/David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nelli Cantu
Dr. Nellie Cantu
Approved by: Deputy Superintendent
7/29/20

Approved for Submission to Board of Education:

René Gutierrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

RESOLUTION NO. 016/20-21
AUGUST 04, 2020

TO THE EDUCATION SERVICE CENTER, REGION 20 AND THE PACE PURCHASING COOPERATIVE

WHEREAS, the Brownsville Independent School District, pursuant to the authority granted by Article 4413 (32c) Interlocal Cooperation Act as amended, desires to participate in the described purchasing programs of The Education Service Center, Region 20 and The Pace Purchasing Cooperative

WHEREAS, the Brownsville Independent School District is of the opinion that participation in these programs will be highly beneficial to the taxpayers of this district through the anticipated savings to be realized.

NOW, THEREFORE BE IT RESOLVED, that the Brownsville Independent School District does request that The Education Service Center, Region 20 and The Pace Purchasing Cooperative program include its stated need for the purchase of all products and services available and whereby, the Brownsville Independent School District may be allowed to purchase those items from the annual contract; and that Rosario Peña, Administrator for Purchasing is authorized and directed to sign and deliver therewith for and on behalf of the Brownsville Independent School District.

MINERVA M. PENA
BOARD PRESIDENT

DR. RENÉ GUTIÉRREZ
SUPERINTENDENT

I certify that the foregoing is true and correct of the resolution duly adopted by the Brownsville Independent School District Board of Trustees this the 4th day of August, 2020 and that the same now appears on records in my office.

DR. PRISCI ROCA TIPTON
BOARD SECRETARY

In witness thereof, I have here unto set my hand and affixed by official seal this 4th day of August, 2020.

THE STATE OF TEXAS
COUNTY OF CAMERON

Sworn to and subscribed before me on the 4th day of August, 2020.

_____
Notary Public Signature

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Revised Acquisition of Chromebooks 11 3100 2-in-1 for Distance Learning For Student Use District-wide/Phase II

X Action
Information
Discussion

BACKGROUND:

At the Regular Board Meeting of June 16, 2020, Phase II of the purchase of 10,000 Chromebooks 11 3100 2-in-1 was Board approved. Administration is now requesting modifications to this approval to cancel the requested 10,000 Chromebooks and the assigned funding allocation will now be used to purchase 6,000 iPads, 4,000 Laptops, 20,000 Hot Spots, and Chromebooks as needed.

FISCAL IMPLICATIONS:

Local and Categorical Fund: $8,433,100.00

RECOMMENDATION:

Recommend the revision of the Acquisition of Chromebooks 11 3100 2-in-1 for Distance Learning for Student Use District-wide/Phase II and to approve the purchase of 6,000 iPads, 4,000 Laptops, and 20,000 Hot Spots, from various vendors. Chromebooks will be purchased, on an as needed basis. Total estimated purchase amount of $8,433,100.00.

Dr. Nellie Cantu
Submitted by: Deputy Superintendent

Dr. Nellie Cantu
Recommended by: Deputy Superintendent

Dr. Nellie Cantu
Approved by: Deputy Superintendent

7-30-20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Option 1 - (Unlimited Plan 2 Year)	QTY	# Months	Monthly Service Cost	Hardware One Time Cost/Line	Pre-Award Cost/Line	Pre-Award Total Cost	Award Credits/Line	Net Cost/Line	Avg. Monthly	Hardware One Time Total Net Cost	Net Monthly Total Service Cost	Net Annual Total Service Cost	Term Years	Total Net Contract Cost	Total Hardware Credits	Total Service Credit
EmpowerED Unlim 2YR	20,000	24	$20.00	$84.00	$564.00	$11,280,000.00	($200.00)	$364.00	$15.17	$0.00	$303,400.00	$3,640,800.00	2	$7,281,600.00	$1,680,000.00	$2,320,000.00
Device Configuration, Staging, Kitting, Labeling, Asset Tagging, Shipping*	20,000	24	$0.00	$14.00	$14.00	$280,000.00	($14.00)	$0.00	$0.00	$0.00	$0.00	$0.00	2	$0.00	$280,000.00	$0.00
Web Titan Content Filtering*	20,000	24	$4.00	$0.00	$96.00	$1,920,000.00	($4.00)	$0.00	$0.00	$0.00	$0.00	$0.00	2	$0.00	$0.00	$1,920,000.00
Total Lines	**20,000**	*Non Transferable		**Pre-Award Project Cost**		**$13,480,000.00**							**Total Cost**	**$7,281,600.00**	**Total Savings/Credits**	**$6,200,000.00**

Option 2 - (Unlimited Plan 1 Year)	QTY	# Months	Monthly Service Cost	Hardware One Time Cost/Line	Pre-Award Cost/Line	Pre-Award Total Cost	Award Credits/Line	Net Cost/Line	Avg. Monthly	Hardware One Time Total Net Cost	Net Monthly Total Service Cost	Net Annual Total Service Cost	Term Years	Total Net Contract Cost	Total Hardware Credits	Total Service Credit
EmpowerED Unlim 1YR COVID	20,000	12	$20.00	$84.00	$324.00	$6,480,000.00	($84.00)	$240.00	$20.00	$0.00	$400,000.00	$4,800,000.00	1	$4,800,000.00	$1,680,000.00	$0.00
Device Configuration, Staging, Kitting, Labeling, Asset Tagging, Shipping*	20,000	12	$0.00	$14.00	$14.00	$280,000.00	($14.00)	$0.00	$0.00	$0.00	$0.00	$0.00	1	$0.00	$280,000.00	$0.00
Web Titan Content Filtering*	20,000	12	$4.00	$0.00	$48.00	$960,000.00	($4.00)	$0.00	$0.00	$0.00	$0.00	$0.00	1	$0.00	$0.00	$1,920,000.00
Total Lines	**20,000**	*Non Transferable		**Pre-Award Project Cost**		**$7,720,000.00**							**Total Cost**	**$4,800,000.00**	**Total Savings/Credits**	**$3,880,000.00**

Program Option Summary	Total Net Cost	Total TMO Award/Credits
Option 1 Unlim 2 Yr Program	**$7,281,600**	**$6,200,000.00**
Option 2 Unlim 1 Yr Program	**$4,800,000**	**$3,880,000.00**

T-Mobile - CONFIDENTIAL - Brownsville Independent School District

Option 1: Fiscal/School Year Cost Breakdown	
Total Cost School Year 20'/21'	$3,640,800.00
Total Cost School Year 21'/22'	$3,640,800.00
Total Contract Cost	**$7,281,600.00**

Option 2: Cost Breakdown	
Total Cost School Year 20'/21'	$4,800,000.00
Total Contract Cost	**$4,800,000.00**

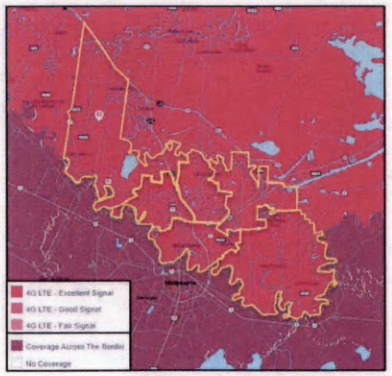
T-MOBILE FOR EDUCATION

EmpowerED Provides:

- ❑ No-cost and low-cost student connectivity options
- ❑ Up to $200 toward mobile devices for students
- ❑ Content Filtering Funding: Web Titan by TitanHQ™, a third-party product to help keep students safe while learning online.
- ❑ Digital Equity Program Planning
- ❑ Implementation Funding
- ❑ Deployment Support

Network Coverage & Performance

- The district is primarily covered with Good to Excellent LTE for Brownsville and it's surrounding developed areas.
- Indoor coverage appears strong for the majority of the developed areas of the district as well as much of the rural area.
- The largest city Brownsville should experience Excellent quality signal with a robust mix of high and low band LTE.
- There is a large rural area in the Western side of the district, along with the far South Eastern area that have Fair to Good LTE signal.



Apple Store for Education Institution

Proposal 2104388791

Proposer: Reynaldo Villanueva

Thank you for your proposal dated 07/30/2020. The details we've provided below are based on the terms assigned to account 45303, BROWNSVILLE ISD.

To access this proposal online, please search by referencing proposal number 2104388791.

Comments from Proposer:
Please reference Apple Quote number on your Purchase Order and State of TX DIR-TSO-3789 on your POs.

On PR, the 1st line item should be proposal number then items exactly listed on proposal. Do not edit the quote!

Confirm quote is accurate.

BISD request 7-30-2020

Part Number	Description	Total Quantity	Unit Price	Total Price
BPS82LL/A	10.2-inch iPad Wi-Fi 32GB - Silver (10-pack) with 2-Year App	600	3,500.50	**2,100,300.00 USD**
PW7M2LL/A	Personalized 10.2-inch iPad Wi-Fi 32GB - Silver (10-pack) Engraving: Property of Brownsville ISD	6,000		
S7741LL/A	2-Year AppleCare+ for Schools - iPad / iPad Air / iPad mini	6,000		
HL2M2LL/A	Jamf School for macOS, iOS and tvOS lifetime license (per un	6,000	17.50	**105,000.00 USD**
		Subtotal		**2,205,300.00 USD**
		Estimated Tax		**0.00 USD**
		Total		**2,205,300.00 USD**

Please note that your order subtotal does not include Sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed.

How to Order

If you would like to convert this Proposal to an order, log into the Apple Store for Education Institution [https://ecommerce.apple.com] and click on Proposals.Then search for this Proposal by entering the Proposal number referenced above.

Note: A Purchaser login is required to order. To request Purchaser access for your Apple Account, log into Apple Store for Education Institution and select the 'Register' link from the store login page. Purchases under a Proposal are subject to the terms and conditions of your agreement with Apple and the Apple Store for Education Institution.

Please contact us at 800-800-2775, if you have further questions or need assistance.

Pricing Proposal
Quotation #: 19213833
Created On: 7/30/2020
Valid Until: 7/30/2020

Brownsville Independent School District

Reynaldo Villanueva
1900 E. Price Rd
Brownsville, TX 78521
United States
Phone: (956) 698-1248
Fax:
Email: rvillanueva@bisd.us

Account Executive - Texas Education

Valerie Soja
1301 South Mo-Pac Expressway, Suite 375
Austin, TX 78746
Phone: 5129143884
Fax: .
Email: Valerie_Soja@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Gumdrop Hideaway - Protective case for tablet - rugged - silicone, rubber, acrylonitrile butadiene styrene (ABS) - 10.2" - for Apple 10.2-inch iPad (7th generation) Gumdrop Cases - Part#: 03A005 Contract Name: Miscellaneous Hardware Contract #: DIR-TSO-3863	6000	$25.30	$151,800.00

Subtotal	$151,800.00
Shipping	$0.00
Total	$151,800.00

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Rosario Pena

From: Todd A. Nichols
Sent: Thursday, July 30, 2020 2:40 PM
To: Rosario Pena
Subject: FW: dell option

Todd A. Nichols, M. ED.
Assistant Administrator for Technology Services
Brownsville Independent School District
1625 Price Road
Brownsville, TX 78521
Ph. (956) 554-2702

From: Reynaldo Villanueva <rvillanueva@bisd.us>
Sent: Thursday, July 30, 2020 2:38 PM
To: Todd A. Nichols <todda@bisd.us>
Cc: Robert Fisher <bass@bisd.us>
Subject: dell option

Latitude 3190 @ $549 (notebook & case/backpack)

4,000 x $ 459 = $ 2,196,000.00

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:** 08/04/2020

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 #1
	Original Contract Fee Amount:			$376,500.00
	Aiken ES (#133):	4.46%	Complete	$1,680.00
	Champion ES (#136):	4.46%	Complete	$1,680.00
	Del Castillo ES (#120):	4.46%	Complete	$1,680.00
	Egly ES (#123):	4.46%	Complete	$1,680.00
	El Jardin ES (#105):	4.46%	Complete	$1,680.00
	Gonzalez ES (#130):	4.46%	Complete	$1,680.00
	Morningside ES (#129):	4.46%	Complete	$1,680.00
	Palm Grove ES (#122):	4.46%	Complete	$1,680.00
	Perez ES (#122):	4.46%	Complete	$1,680.00
	Vermillion ES (#126):	4.46%	Complete	$1,680.00
	Previously Invoiced:			$0.00
	Current Payment Due:			**$16,800.00**
	Balance to Finish:			$359,700.00

FISCAL IMPLICATIONS:

Tax Rate Increase Fund 188: $16,800.00

RECOMMENDATION:

Recommend approval of Payment #1 for $16,800.00 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.

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 7/28/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

HALFF

July 23, 2020
AVO 36427.001

Fernando E. Villarreal
Project/Facilities Manager
Facilities Department
Brownsville ISD

RE: BISD / 10 Campus Mini-Gym Improvements

Dear Sir:

Please find enclosed Invoice #10040181 in the amount of $16,800. You will also find enclosed a detailed breakdown of all project tasks at each campus with associated task fees and billing amounts to date.

We appreciate your business. Should you have any questions, please don't hesitate to contact me.

Respectfully,

HALFF ASSOCIATES, INC.

Menton J. "Trey" Murray, III, PE, LEED AP
Senior Vice President

HALFF ASSOCIATES, INC.
5000 WEST MILITARY HIGHWAY, SUITE 100
McALLEN, TX 78503-7446
TEL (956) 664-0286
FAX (956) 664-0282
WWW.HALFF.COM

HALFF

Brownsville Independent School District
1900 E. Price Road
Brownsville TX 78526

Invoice Date: 07/23/2020
Invoice: 10040181
Project: 036427.001
PO No.: P359413

Attention: Fernando Villarreal
Project Name: BISD/10 Campus Mini-Gym Improvements

For Professional Services Rendered through: July 19, 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	4.46	1,680.00	0.00	1,680.00
000002 - Champion Elementary (#136)	37,650.00	4.46	1,680.00	0.00	1,680.00
000003 - Del Castillo Elementary (#120)	37,650.00	4.46	1,680.00	0.00	1,680.00
000004 - Egly Elementary (#123)	37,650.00	4.46	1,680.00	0.00	1,680.00
000005 - El Jardin Elementary (#105)	37,650.00	4.46	1,680.00	0.00	1,680.00
000006 - Gonzalez Elementary (#130)	37,650.00	4.46	1,680.00	0.00	1,680.00
000007 - Morningside Elementary (#129)	37,650.00	4.46	1,680.00	0.00	1,680.00
000008 - Palm Grove Elementary (#122)	37,650.00	4.46	1,680.00	0.00	1,680.00
000009 - Perez Elementary (#122)	37,650.00	4.46	1,680.00	0.00	1,680.00
000010 - Vermillion Elementary (#126)	37,650.00	4.46	1,680.00	0.00	1,680.00
Total Lump Sum Services:	376,500.00	4.46	16,800.00	0.00	16,800.00

Remaining Fee: 359,700.00

Total Earned to Date:	16,800.00
Less Previous Billed:	0.00
Amount Due this Invoice:	**16,800.00**

Remit payment to P.O. Box 678316, Dallas, TX 75267-8316
Reference Project 036427.001 and Invoice 10040181
Contact Karen Highlander at khighlander@halfftritex.com with any billing questions.

Fee Itemization Schedule

Halff Associates

Project	BISD Mini-Gym HVAC and Additions for 10 Campuses	PO #	P359413
Date	30-Jun-20	Requisition #	PR429633
Invoice #	1	Vendor #	V019459

Campus	Fee Type	Task	Fee($)	% Complete	Bill to Date ($)	Prev. Billed ($)	Current Due($)
Aikens	Basic	Arch. Draft	$3,300	10%	$330	$0	$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	$0	$1,000
		Civil Design	$7,000	5%	$350	$0	$350
		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 Allowance	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**4.5%**	**$1,680**	**$0**	**$1,680**
Champion	Basic	Arch. Draft	$3,300	10%	$330	$0	$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	$0	$1,000
		Civil Design	$7,000	5%	$350	$0	$350
		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 Allowance	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**4.5%**	**$1,680**	**$0**	**$1,680**
Del Castillo	Basic	Arch. Draft	$3,300	10%	$330	$0	$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	$0	$1,000
		Civil Design	$7,000	5%	$350	$0	$350
		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 Allowance	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**4.5%**	**$1,680**	**$0**	**$1,680**
Egly	Basic	Arch. Draft	$3,300	10%	$330	$0	$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	$0	$1,000
		Civil Design	$7,000	5%	$350	$0	$350
		Civil CA	$2,500		$0	$0	$0

Halff Associates

Project	BISD Mini-Gym HVAC and Additions for 10 Campuses	PO #	P359413
Date	30-Jun-20	Requisition #	PR429633
Invoice #	1	Vendor #	V019459

Campus	Fee Type	Task	Fee($)	% Complete	Bill to Date ($)	Prev. Billed ($)	Current Due($)
	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 Allowance	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**4.5%**	**$1,680**	**$0**	**$1,680**
	Basic	Arch. Draft	$3,300	10%	$330	$0	$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	$0	$1,000
El Jardin		Civil Design	$7,000	5%	$350	$0	$350
		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 Allowance	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**4.5%**	**$1,680**	**$0**	**$1,680**
	Basic	Arch. Draft	$3,300	10%	$330	$0	$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	$0	$1,000
Gonzalez		Civil Design	$7,000	5%	$350	$0	$350
		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 Allowance	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**4.5%**	**$1,680**	**$0**	**$1,680**
	Basic	Arch. Draft	$3,300	10%	$330	$0	$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	$0	$1,000
Morningside		Civil Design	$7,000	5%	$350	$0	$350
		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 Allowance	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**4.5%**	**$1,680**	**$0**	**$1,680**
		Arch. Draft	$3,300	10%	$330	$0	$330
		MEP Design	$6,300		$0	$0	$0

Halff Associates

Project	BISD Mini-Gym HVAC and Additions for 10 Campuses	PO #	P359413
Date	30-Jun-20	Requisition #	PR429633
Invoice #	1	Vendor #	V019459

Campus	Fee Type	Task	Fee($)	% Complete	Bill to Date ($)	Prev. Billed ($)	Current Due($)
Palm Grove	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	$0	$1,000
		Civil Design	$7,000	5%	$350	$0	$350
		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 Allowance	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**4.5%**	**$1,680**	**$0**	**$1,680**
Perez	Basic	Arch. Draft	$3,300	10%	$330	$0	$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	$0	$1,000
		Civil Design	$7,000	5%	$350	$0	$350
		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 Allowance	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**4.5%**	**$1,680**	**$0**	**$1,680**
Vermillion	Basic	Arch. Draft	$3,300	10%	$330	$0	$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	$0	$1,000
		Civil Design	$7,000	5%	$350	$0	$350
		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 Allowance	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**4.5%**	**$1,680**	**$0**	**$1,680**
Grand Total			**$376,500**	**4.5%**	**$16,800**	**$0**	**$16,800**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Payment to Engineer
M Garcia Engineering, LLC
BISD Sams Memorial Stadium Project

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:			Amount:
M Garcia Engineering	**BISD Sams Memorial Stadium Project**			Payment #1
	Original Contract Fee Amount:			$18,000.00
	Allowable for Reimbursable Expenses			$0.00
	Total Contract Amount			$18,000.00
	Topographical Survey	100%	Complete	$0.00
	Previously Invoiced:			$0.00
	Current Payment Due:			$18,000.00
	Balance to Finish:			**$0.00**

FISCAL IMPLICATIONS:

Tax Rate Increase Fund 188: $18,000.00

RECOMMENDATION:

Recommend approval of Payment #1 for $18,000.00 as a final payment to M Garcia Engineering for Engineering Services work completed on the BISD Sams Memorial Stadium project to be paid from Tax Rate Increase Fund 188.

Martin Espinosa
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent

7/28/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

M GARCIA ENGINEERING LLC
CIVIL ENGINEERING

400 NOLANA SUITE H2
MCALLEN, TX 78504
TEL. 956.687.9421
FAX 956.687.3211

Invoice No.: 18-147_001
Invoice Date: April 25, 2020

Mr. Martin Espinosa
Brownsville ISD
3750 Robindale Road
Brownsville , Texas 78521

Project No.: 18-147
BISD Sams Stadium Survey
Brownsville, TX
BISD PO No. P348563

INVOICE

P348563

Phase Description	Contract Amount	% Complete	Prior Billings	This Invoice
Boundary and Topographic Survey	$18,000.00	100%	$0.00	$18,000.00
TOTALS:	$18,000.00		$0.00	$18,000.00

Reimbursable Expenses:

Expense Description	Date	Cost
TOTALS:		$0.00

Rcvd. 6/15/2020

7/13/2020 approved for payment

Total Amount Due: $18,000.00

Account Summary		
Billed To Date	Paid To Date	Balance Due This Invoice
$18,000.00	$0.00	$18,000.00

PURCHASE ORDER

BROWNSVILLE ISD
1900 E PRICE RD.
BROWNSVILLE, TX 78521
PHONE: (956) 548-8361
FAX: (956) 548-8367

PURCHASE ORDER NO. P348563

DATE	DEPARTMENT	REQUISITION NO.
10/16/19	Facilities	PR416022

VENDOR #	VENDOR PHONE #
V017835	(956) 687-9421

PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL SHIPPED BOXES, PACKING LISTS, INVOICES, AND CORRESPONDENCE

VENDOR
M GARCIA ENGINEERING LLC.
400 NOLANA, SUITE H2
MCALLEN, TX 78504

CONDITIONS: READ CAREFULLY

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. The right of cancellation in case of long delay in shipment is reserved.
3. If the quantity shipped is short of the purchase order quantity, the remaining order needs to be cancelled. No back orders will be accepted.
4. No C.O.D.'s will be accepted.
5. Shipping charges will need to be added to final invoice.
6. Purchase Order number must appear clearly on all packages. Failure to note purchase order number will cause return of packages to vendor

SHIP TO:
PALO ALTO SERVICE CENTER
3760 ROBINDALE RD.
***DELIVERY HRS: 7:30am to 3:30pm *
BROWNSVILLE, TX 78526

BILL TO:
BISD ACCOUNTS PAYABLE
1900 E. PRICE RD, RM. 303
BROWNSVILLE, TX 78521

ITEM #	QUANTITY	UNIT	DESCRIPTION		UNIT PRICE	AMOUNT
			189 ,17-128 ,*			
RFQ #17-128						
0001	18,000		BISD Sams Memorial Stadium- Boundary and Topographic Survey Professional Services Dollar to Dollar	188	1.00	18,000.00
BISD Sams Memorial Stadium- Boundary and Topographic Survey Professional Services Dollar to Dollar						

Certifications - The Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the US Secretary of State. Vendor further certifies and verifies that neither Vendor, nor affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Purchase Order. For the purposes of the Purchase Order, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

NET TOTAL..... 18,000.00

APPROVED FOR ISSUE
Mary D. Garza
CHIEF FINANCIAL OFFICER

BISD Accounts Payable Department
1900 E. Price Rd, RM 303
Brownsville, TX 78521
Phone: (956) 548-8311
Fax: (956) 547-4055

Palo Alto Service Center
4330 Morrison Road
Brownsville TX, 78521
Phone (956) 548-8375
Fax: (956) 548-8680

VENDOR COPY

Project Budget Sheet

Project: Other Projects -Sams Stadium
Acct No. 188-81-6629-00-870-Y-99-000-8
Budget Amt: $1,600,000.00
Add'l Allowance: $830,000.00
Total ? $2,430,000.00

Printed Date: 7/8/2020

Vendor (Existing POs)	*Check#/Invoice#*	PO #	PO Amount	Paid Amount	Balance on PO
M Garcia Engineering, LLC	*Boundary & Topo.*	**348563**	$18,000.00		**$18,000.00**
Partial Payment # 1 August				$18,000.00	**$0.00**
ROFA	*Arch. Services*	**P338835**	$400,000.00		**$400,000.00**
Partial Payment #1 on February 11, 2020				$18,150.00	$381,850.00

Fully PAID

VCRNOW- Split Accts. -870-Y-99- ***100-Y*** *&* ***100-8*** *&* ***00***		**P315557**	**$14,000,000.00**		**$14,000,000.00**
Partial Payment #1 *on June 08, 2018*	*Check #00017378*			$770,000.00	$13,230,000.00
Partial Payment #2 *on September 21, 2018*	*Check #00018384*			$461,203.87	$12,768,796.13
Partial Payment #3 *on April 11, 2019*				$168,796.13	$12,600,000.00
Disencumbered				$12,600,000.00	**$0.00**
Insight Public Sector, Inc.		**P320862**	$20,000.00		$20,000.00
Fully Paid *on March 27,2019*				$20,000.00	**$0.00**
Insight Public Sector, Inc.		**P320488**	$5,089.55		$5,089.55
Fully Paid *on November 06, 2018*				$5,089.55	$0.00
Insight Public Sector, Inc.		**P322898**	$44,560.00		$44,560.00
Fully Paid *on March 20,2020*	*Inv. #1030019317*			$44,560.00	**$0.00**
Terracon Consultants, Inc.		**P321350**	$6,000.00		$6,000.00
Partial Payment #1 on September 14, 2018	*Invoice: #TA93203*			$1,165.00	$4,835.00
Disencumbered				$4,835.00	**$0.00**
Terracon Consultants, Inc.		**P321270**	$715.00		$715.00
Fully Paid *on September 11, 2018*				$715.00	**$0.00**
SIGMAHN Engineers, PLLC.		**P317533**	$22,500.00		$22,500.00
Fully Paid *on September 20, 2018*				$22,500.00	**$0.00**
Chanin Engineering, LLC.		**P317541**	$24,500.00		$24,500.00
Fully Paid *on October 10, 2018*	*Check #00233347*			$24,500.00	**$0.00**
AJU Service		**P320086**	$9,998.50		$9,998.50
Fully Paid *on August 02, 2018*	*Check #00231424*			$9,998.50	$0.00
AJU Service		**P321861**	$3,368.00		$3,368.00
Fully Paid *on August 31, 2018*	*Check #00232031*			$3,368.00	$0.00
AJU Service		**P320189**	$3,368.00		$3,368.00
Fully Paid *on August 31, 2018*				$3,368.00	**$0.00**

Project Budget Sheet

Project: Other Projects -Sams Stadium
Acct No. 188-81-6629-00-870-Y-99-000-8
Budget Amt: $1,600,000.00
Add'l Allowance: $830,000.00
Total ? $2,430,000.00

Printed Date: 7/8/2020

Vendor (Existing POs)	*Check#/Invoice#*	PO #	PO Amount	Paid Amount	Balance on PO
Crawford Electric Supply Company, Inc.		**P323026**	$3,895.00		$3,895.00
***Fully Paid** on September 19,2018*	*Check #0023612*			$3,895.00	**$0.00**
Crawford Electric Supply Company, Inc.		**P323005**	$4,699.20		$4,699.20
Fully Paid	*Check #00232612*			$4,699.20	**$0.00**
Crawford Electric Supply Company, Inc.		**P322963**	$682.08		$682.08
Fully Paid	*Check #00233572*			$682.08	**$0.00**
Crawford Electric Supply Company, Inc.		**P323004**	$2,701.65		$2,701.65
Fully Paid on September 21, 2018	*Check #00232731*			$1,809.34	$892.31
***Disencumbered** remaining balance-*				$892.31	**$0.00**
Crawford Electric Supply Company, Inc.		**P323028**	$1,108.93		$1,108.93
Fully Paid				$1,108.93	**$0.00**
Crawford Electric Supply Company, Inc.		**P322988**	$19,643.54		$19,643.54
***Fully Paid** on September 21, 2018*				$19,505.52	$138.02
***Disencumbered** remaining balance-*				$138.02	**$0.00**
Crawford Electric Supply Company, Inc.		**P323029**	$1,034.47		$1,034.47
***Fully Paid** on September 19, 2018*				$1,034.47	**$0.00**
M Garcia Engineering, LLC		**P325045**	$27,500.00		$27,500.00
Disencumbered				$27,500.00	**$0.00**

Total Amount Encumbered on POs	$14,201,363.92	
Paid PO's Amount :		$14,201,363.92
Running Total Balance on Project Account:	$0.00	
Final Total Account Balance:	**($11,771,363.92)**	

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Payment to Architectural Services
Gomez Mendez Saenz Architects
Hanna ECHS – New Gymnasium Facility

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:			Amount:
Gomez Mendez Saenz Architects	**Hanna ECHS - New Gymnasium Facility**			Payment #8
	Original Contract Fee Amount:			$504,536.40
	Allowable for Reimbursable Expenses			$20,080.29
	Total Contract Amount			$524,616.69
	Schematic Design:	100%	Complete	$75,680.46
	Design Development:	100%	Complete	$100,907.28
	Construction Documents:	100%	Complete	$201,814.56
	Bidding:	100%	Complete	$25,226.82
	Contract Administration:	78%	Complete	$70,836.91
	Reimbursable Expenses			$20,080.29
	Previously Invoiced:			$482,320.17
	Current Payment Due:			**$12,226.15**
	Balance to Finish:			$30,070.37

FISCAL IMPLICATIONS:

Tax Rate Increase Fund 188: $12,226.15

RECOMMENDATION:

Recommend approval of Payment #8 for $12,226.15 as partial payment to Gomez Mendez Saenz Architects for Architectural Services work completed on the Hanna ECHS New Gymnasium Facility project to be paid from Tax Rate Increase Fund 188.

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
7/28/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

GMS ARCHITECTS

INVOICE FOR ARCHITECTURAL SERVICES

Project: **Brownsville ISD Hanna Early College High School New Gymnasium**

Date: **July 21, 2020** Invoice Number: **8**

To: **Mr. Fernando Villarreal**
Brownsville Ind. School District
1900 Price Rd.
Brownsville, Texas 78521

In accordance with the Owner-Architect Agreement there is due at this time for architectural services on the above Project for the sum of: **Twelve Thousand Two Hundred Twenty-Six and 15/100 - - --**Dollars (**$12,226.15**).

INTEREST ON OVERDUE ACCOUNTS SHALL ACCRUE AT TWELVE PERCENT (12%) PER ANNUM.

Construction Cost (Base Bid plus Alt. 1 & 2): $8,408,940.00

Fee: 6% $504,536.40

Billing Schedule

Phase 1 - Schematic Design	15%	$ 75,680.46
Phase 2 - Design Development	20%	100,907.28
Phase 3 - Construction Documents	40%	201,814.56
Phase 4 - Bidding/Negotiation	05%	25,226.82
Phase 5 - Construction	18%	90,816.55
Phase 6 - Closeout Phase	02%	10,090.73
		504,536.40

Work Completed Schedule

Phase 1	100	% Complete	$ 75,680.46
Phase 2	100	% Complete	100,907.28
Phase 3	100	% Complete	201,814.56
Phase 4	100	% Complete	25,226.82
Phase 5	78%	Construction	70,836.91
Phase 6		Closeout Phase	0.00
		Total Work Completed to Date	474,466.03
		Less Amount Previously Billed	462,659.88
			11,806.15
			420.00*
			12,226.15

Reimbursable

Green Rubiano & Assoc. (Windstorm) Inv. No. 7463 = $420.00

****AMOUNT THIS INVOICE $12,226.15**

Architect: Gomez Mendez Saenz, Inc.
1150 Paredes Line Rd.
Brownsville, TX 78526

David A. Monreal, AIA

GREEN, RUBIANO & ASSOCIATES, INC

1220 W. Harrison Ave.
Harlingen, TX 78550
(956) 428-4461

Invoice

Date	Invoice #
5/31/2020	7463

Bill To
Gomez, Mendez, Saenz, Inc. 1150 Paredes Line Road Browsville, TX 78521

Project
192-511 BISD Hanna HS Gym Windstorm

Dates	Description	Amount
	BISD Hanna Gym windstorm Inspection Services: $4,200.00	
	Windstorm inspection services fee now due through 50% completion:	$2,100.00
	Less previously invoiced:	-$1,680.00
	Total Now Due	$420.00

Thank you for your business!

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

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 #10
	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:		$6,586,018.89
	Retainage:		
	5% Retainage of Complete Work:	$315,954.19	
	5% Retainage on Stored Materials:	$13,346.75	
	Total Retainage:	$329,300.94	
	Total Earned Less Retainage:		$6,256,717.95
	Less Previous Certificates of Payment:		$5,214,145.16
	Current Payment Due:		**$1,042,572.79**
	Balance to Finish Plus Retainage:		$2,152,222.05

FISCAL IMPLICATIONS:

Tax Rate Increase Fund 188: $1,042,572.79

RECOMMENDATION:

Recommend approval of Payment #10 for $1,042,572.79 as partial payment to Gerlach Builders, LLC dba WIL-CON for Construction Services work completed on the Hanna ECHS New Gymnasium Facility project to be paid from Tax Rate Increase Fund 188.

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
7/28/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

GMS ARCHITECTS

July 21, 2020

Mr. 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 Ten (10). This covers work completed or stored for the above referenced project thru June 8, 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: **Ten**
PERIOD TO: **6/8/2020**
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)		$ 6,586,018.89
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E)	$ 315,954.19	
b. 5 % of Stored Material (Column F)	$ 13,346.75	
Total Retainage (Lines 5a + 5b or Total in Column I)		$ 329,300.94
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 6,256,717.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 5,214,145.16
8. CURRENT PAYMENT DUE		$ 1,042,572.79
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less line 6)		$ 2,152,222.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ - $ -	$ - $ -
Total approved this Month		
TOTALS	$ -	$ -
NET CHANGES by Change Order		$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **Gerlach Builders, LLC dba WIL-CON**

By: Ted Gerlach Date: **7/16/2020**

State of: **TEXAS**
County of: **HIDALGO**
Subscribed and sworn to before me this **16th** day of **July, 2020**
Notary Public: Airika Stevens
My Commission expires: April 26, 2020

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 $ 1,042,572.79

(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: 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 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: Ten
APPLICATION DATE: 7/16/2020
PERIOD TO: 7/8/2020
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	107,028.00	11,892.00		118,920.00	76.92%	35,688.00	5,946.00
	Insurance 3,489	70,876.00	56,912.00	3,489.00		60,401.00	85.22%	10,475.00	3,020.05
	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	16,450.00	8,225.00		24,675.00	75.00%	8,225.00	1,233.75
	Labor	14,000.00	7,000.00	3,500.00		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.
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: Ten
APPLICATION DATE: 7/16/2020
PERIOD TO: 7/8/2020
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				-		68,825.30	-
	Labor	28,262.00				-		28,262.00	-
	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	-
214	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
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APPLICATION DATE: 7/16/2020
PERIOD TO: 7/8/2020
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
901	EFIS Labor	48,000.00		48,000.00		48,000.00	100.00%	-	2,400.00

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	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	-
	Wall Canopy Labor	3,259.56				-		3,259.56	-
	Walkway Canopy Material	12,521.58				-		12,521.58	-
	Walkway Canopy Labor	12,992.42				-		12,992.42	-
	Trellis/Shade Materials	5,227.50				-		5,227.50	-
	Trellis/Shade Labor	7,522.50				-		7,522.50	-
	WOODS & PLASTICS								
601	Roof Nailers Materials	3,060.00	3,060.00			3,060.00	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	3,207.40	916.40		4,123.80	90.00%	458.20	206.19
	Decorative Trim	6,875.00				-		6,875.00	-
	Labor	3,063.00				-		3,063.00	-
603	Architectural Woodwork material	10,000.00	10,000.00			10,000.00	100.00%	-	500.00
	Architectural Woodwork labor	15,000.00				-		15,000.00	-
910	Wood Floors Materials	181,650.00				-		181,650.00	-
	Labor	55,850.00				-		55,850.00	-
606	Lumber and Nails	5,000.00				-		5,000.00	-
612	General Cleaning & Final Cleaning	8,000.00				-		8,000.00	-
	MOISTURE PROTECTION								
401	KERDI Sheet Waterproofing, Labor	20,198.80	18,178.80	2,020.00		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	639.60	959.40		1,599.00	50.00%	1,599.00	79.95
902	Blanket Type Wall Insulation, Material	484.00		96.80		96.80	20.00%	387.20	4.84
402	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		53,200.00	95.00%	2,800.00	2,660.00
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	5,000.00	5,000.00		10,000.00	90.91%	1,000.00	500.00
701	SBS Roof Base Flashing, Material	20,000.00	9,000.00	10,000.00		19,000.00	95.00%	1,000.00	950.00
401	Sheet Metal Labor	42,000.00	700.00	38,300.00		39,000.00	92.86%	3,000.00	1,950.00
401	Sheet Metal Materials	33,000.00	5,500.00	25,800.00		31,300.00	94.85%	1,700.00	1,565.00
701	Masonry-Sheet Metal Flashing & Trim, Labor	9,300.00	6,510.00	2,790.00		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			28,721.00	58.61%	20,279.00	1,436.05
811	Exterior Storefront Doors, Labor	13,280.00	8,632.00	3,984.00		12,616.00	95.00%	664.00	630.80
	Exterior Storefront Door, Material	18,720.00	16,848.00	936.00		17,784.00	95.00%	936.00	889.20
	Exterior Storefront Windows, Labor	20,030.00	15,022.50	5,007.50		20,030.00	100.00%	-	1,001.50
	Exterior Storefront Windows, Material	31,010.00	27,908.50	3,101.00		31,009.50	100.00%	0.50	1,550.48
	Interior Glass, Labor	2,000.00				-		2,000.00	-
	Interior Glass, Material	3,500.00	3,150.00			3,150.00	90.00%	350.00	157.50
	Exterior Glass, Labor	10,084.00	6,554.00	3,025.20		9,579.20	94.99%	504.80	478.96
	Exterior Glass, Material	15,216.00	13,694.00	760.80		14,454.80	95.00%	761.20	722.74
	Door Hardware, Labor	3,500.00	3,150.00	175.00		3,325.00	95.00%	175.00	166.25
	Door Hardware, Material	2,000.00	1,800.00	100.00		1,900.00	95.00%	100.00	95.00
815	Rolling Counter Door	6,304.00				-		6,304.00	-
	FINISHES								
902	Metal Studs Exterior Material	36,350.00	36,350.00			36,350.00	100.00%	-	1,817.50
	Labor	5,337.00	5,337.00			5,337.00	100.00%	-	266.85
	Drywall Materials	7,205.00	1,441.00	2,882.00		4,323.00	60.00%	2,882.00	216.15
	Labor	4,231.00	846.20	1,269.30		2,115.50	50.00%	2,115.50	105.78
	Gyp Board Ceiling Materials	8,380.00	5,028.00			5,028.00	60.00%	3,352.00	251.40

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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	-
	Labor	2,617.00				-		2,617.00	-
	Tectum Ceilings & Wall Panels Materials	73,828.00	36,914.00	36,914.00		73,828.00	100.00%	-	3,691.40
	Labor	40,250.00	20,125.00	12,075.00		32,200.00	80.00%	8,050.00	1,610.00
	Special Ceilings Materials	41,720.00	20,860.00			20,860.00	50.00%	20,860.00	1,043.00
	Labor	10,136.00				-		10,136.00	-
908	Paint Labor	53,600.00		32,160.00		32,160.00	60.00%	21,440.00	1,608.00
	Paint Materials	80,400.00		48,240.00		48,240.00	60.00%	32,160.00	2,412.00
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		15,000.00	83.33%	3,000.00	750.00
	Resilient Tile Materials	3,250.00				-		3,250.00	-
	Resilient Tile Labor	1,875.00				-		1,875.00	-
	Resilient base Materials	1,853.00				-		1,853.00	-
	Resilient base labor	900.00				-		900.00	-
	Resilient Treads Mateirals	15,710.00				-		15,710.00	-
	Resilient Treads Labor	1,520.00				-		1,520.00	-
917	Terrazzo	85,000.00				-		85,000.00	-
	SPECIALTIES								
1001	Fire Extinguishers	3,480.00	3,480.00			3,480.00	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				-		3,000.00	-
1005	Toilet Partitions, Material	37,961.00	37,961.00			37,961.00	100.00%	-	1,898.05
1008	Marker& Tackboard	1,646.00	1,646.00			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	-
091	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	-
	EQUIPMENT								
1101	Residential Equipment	20,855.00				-		20,855.00	-
1102	Washer & Dryer	14,850.00				-		14,850.00	-
1031	Projection Screens-Labor	300.00				-		300.00	-
	Projection Screens Materials	5,925.00	5,925.00			5,925.00	100.00%	-	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	17,700.00		47,300.00	65,000.00	60.19%	43,000.00	3,250.00
	Labor	25,000.00				-		25,000.00	-
1506	**HVAC**								
	Mobilization	29,922.00	29,922.00			29,922.00	100.00%	-	1,496.10
	Project Management	4,000.00	2,500.00	500.00		3,000.00	75.00%	1,000.00	150.00
	Submittals	6,000.00	5,500.00	500.00		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	9,000.00	500.00		9,500.00	95.00%	500.00	475.00
	Overhead and Profit	17,000.00	12,000.00	3,000.00		15,000.00	88.24%	2,000.00	750.00
	Project Meetings	4,000.00	3,000.00	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	4,500.00	500.00		5,000.00	100.00%	-	250.00
	Labor	2,000.00	1,500.00	500.00		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	28,000.00	6,000.00		34,000.00	85.00%	6,000.00	1,700.00
	Labor	40,000.00	15,000.00	9,000.00		24,000.00	60.00%	16,000.00	1,200.00
	230716 - HVAC Equipment Insulation								
	Material	8,000.00	4,000.00	3,000.00		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	17,000.00	2,000.00		19,000.00	95.00%	1,000.00	950.00
	Labor	20,000.00	11,000.00	4,500.00		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	35,000.00	4,500.00		39,500.00	87.78%	5,500.00	1,975.00
	Labor - Hydronic Piping	55,000.00	39,500.00	7,500.00		47,000.00	85.45%	8,000.00	2,350.00
	Material & Labor - Pipe Supports	10,000.00	5,000.00	3,000.00		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
393	**232923 - Variable Frequency Drives**								
393	Material - (PMS)	19,486.00	19,486.00			19,486.00	100.00%	-	974.30

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
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APPLICATION NO: Ten
APPLICATION DATE: 7/16/2020
PERIOD TO: 7/8/2020
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	2,000.00				-		2,000.00	-
	233113 / 233300 - Metal Ducts & Air Duct Accessories								
	Material- Shop Prefab Sheetmetal's	55,000.00	53,000.00	1,000.00		54,000.00	98.18%	1,000.00	2,700.00
	Labor - Shop Prefab Sheetmetal's	70,000.00	62,000.00	3,000.00		65,000.00	92.86%	5,000.00	3,250.00
	Material - Installation of Ducts	10,000.00	6,500.00	2,500.00		9,000.00	90.00%	1,000.00	450.00
	Labor - Installation of Ducts	90,000.00	43,000.00	18,000.00		61,000.00	67.78%	29,000.00	3,050.00
	Material to Protect Duct Work	1,500.00	1,000.00	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	600.00	500.00		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	5,385.00	2,500.00		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	-
	Softeware & Graphics	6,504.00				-		6,504.00	-
	Installation	26,016.00				-		26,016.00	-
	Checkout /Startup	9,756.00				-		9,756.00	-
	Punchlist /Closeout	2,439.00				-		2,439.00	-
1508	Fire Sprinkler -Design /Submittal/Permits	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	30,978.00	3,871.00		34,849.00	90.00%	3,873.00	1,742.45
	Testing and closeout	575.00				-		575.00	-

CONTINUATION SHEET

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APPLICATION NO: Ten
APPLICATION DATE: 7/16/2020
PERIOD TO: 7/8/2020
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			51,526.00	88.13%	6,939.00	2,576.30
	Wiring Materials	41,810.00	41,810.00			41,810.00	100.00%	-	2,090.50
	Labor	18,720.00	13,520.00			13,520.00	72.22%	5,200.00	676.00
	Gear Materials	86,570.00	86,570.00			86,570.00	100.00%	-	4,328.50
	Labor	10,945.00	10,945.00			10,945.00	100.00%	-	547.25
	Lighting Materials	138,050.00	114,582.00	23,468.00		138,050.00	100.00%	-	6,902.50
	Labor	15,600.00		13,520.00		13,520.00	86.67%	2,080.00	676.00
	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	50.00%	1,560.00	78.00
	Gymnasium Sound System Submittals	780.00	780.00			780.00	100.00%	-	39.00
	Materials	51,815.00		12,954.00		12,954.00	25.00%	38,861.00	647.70
	Prewire Labor	7,358.00		2,575.00		2,575.00	35.00%	4,783.00	128.75
	Trim-Out Labor	1,966.00				-		1,966.00	-
	Testing	491.00				-		491.00	-
	Coordination and Arch Flash Studies	2,500.00				-		2,500.00	-
									-
	Contractor Fee	313,160.00	208,246.25	40,991.54		249,237.79	79.59%	63,922.21	12,461.89
	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)	-
	Ceramic Tile Revisions in Restroom & Concession Area	24,070.00			17,600.00	17,600.00	73.12%	6,470.00	880.00
	Trophy Case Size Increase	6,920.00	450.00			450.00	6.50%	6,470.00	22.50
	Exhaust fan for Washer & Dryer	650.00				-		650.00	-

CONTINUATION SHEET

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PERIOD TO: 7/8/2020
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)
	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				-		69,669.97	-
	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**	**5,488,573.45**	**830,510.44**	**266,935.00**	**6,586,018.89**	**78.32%**	**1,822,921.11**	**329,300.94**

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Name Hanna ECHS New Gymnasium Facility

Job No. 1046 Pay 10

On receipt by the signer of this document of a check from Brownsville I.S.D. *(maker of check)* in the sum of $ 1,042,572.79 payable to Gerlach Builders LLC dba WIL-CON *(payee or payees of check)* and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Brownsville I.S.D *(owner)* located at 2615 E. Price Road, Brownsville, TX 78521 *(location)* to the following extent: New Construction *(job description).*

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Brownsville I.S.D. *(person with whom signer contracted)* as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: 07/16/20

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 16th day of July, 2020.

AIRIKA STEVENS
NOTARY PUBLIC
ID# 124905638
State of Texas
Comm. Exp. 04-26-2024

NOTARY PUBLIC, in and for the State of Texas

Signature: A Stevens

My Commission Expires: 4/26/2024

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Payment to Engineering Services
Ethos Engineering
Records Dept – Shredder Ventilating System

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:			Amount:
Ethos Engineering	**Records Dept - Shredder Ventilating System**			Payment #1
	Original Contract Fee Amount:			$13,650.00
	Allowable for Reimbursable Expenses			$0.00
	Total Contract Amount			$13,650.00
	Assessment Report:	100%	Complete	$1,125.00
	Preliminary Design:	100%	Complete	$1,687.50
	Construction Documents:	100%	Complete	$5,062.50
	Bidding:	100%	Complete	$562.50
	Construction Administration:	0%	Complete	$0.00
	Reimbursable Expenses			$0.00
	Previously Invoiced:			$0.00
	Current Payment Due:			**$8,437.50**
	Balance to Finish:			$5,212.50

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $8,437.50

RECOMMENDATION:

Recommend approval of Payment #1 for $8,437.50 as partial payment to Ethos Engineering for Engineering Services work completed on the Records Dept Shredder Ventilating System project to be paid from Maintenance Tax Note Fund 189.

F Villarreal
Fernando E Villarreal
Submitted by: Principal/Program Adm.

Manuel Hinojosa
Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nelli Cantu
Dr. Nellie Cantu
Approved by: Deputy Superintendent
7/28/20

Approved for Submission to Board of Education:

René 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 18, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

RE: BISD Record Management Shredder Dust Collection Systems P357067

This is to certify our submission of our billing invoice #2020-189 in the amount $8,437.50 for the above-mentioned project.

Respectfully submitted,

Cesar Gonzalez PE, Principal
Ethos Engineering
119 W. Van Buren Ave. Ste 101
Harlingen, TX 78550
Off: (956) 230-3435
Fax: (956) 720-0830
cgonzalez@ethoseng.net

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Harlingen, TX 78550
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BILL TO:
Brownsville ISD
Attn: Accounts Payable Department
1900 E. Price Rd., Rm 303
Brownsville, TX 78521

INVOICE

2020-189
Draw #01

Date	Due Date
6/18/2020	7/18/2020

Project Summary	**Brownsville ISD Records Management Shredder Dust Collection System**
Project Name:	**PO#357067**
Project Location:	Brownsville, TX **$11,250.00**
Square Footage	N/A
For Services Through:	6/2/2020
Phase I - Investigation $2400.00 (Not Used):	**$0.00**
Phase II- Design & Construction Administration:	**$11,250.00**

Design & CA PHASE II	PHASE %	FEE ($)	% COMPLETE	FEE EARNED	LESS PRIOR INVOICES	AMOUNT DUE
Assessment Report	10	$1,125.00	100	$1,125.00	$0.00	$1,125.00
Preliminary Design	15	$1,687.50	100	$1,687.50	$0.00	$1,687.50
Construction Documents	45	$5,062.50	100	$5,062.50	$0.00	$5,062.50
Bidding	5	$562.50	100	$562.50	$0.00	$562.50
Construction Administration	25	$2,812.50	0	$0.00	$0.00	$0.00
Total	**100**	**$11,250.00**		**$8,437.50**	**$0.00**	
TOTAL DUE FOR BASIC SERVICES						**$8,437.50**

TOTAL DUE THIS INVOICE **$8,437.50**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Payment to Engineering Services
Ethos Engineering
Lopez, Pace ECHS & Stillman MS – Design Build
HVAC & Controls CX Phase III

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:			Amount:
Ethos Engineering	**Lopez, Pace ECHS & Stillman MS-Design Build**			Payment #1
	HVAC & Controls CX Phase III			
	Original Contract Fee Amount:			$58,946.44
	Allowable for Reimbursable Expenses			$0.00
	Total Contract Amount			$58,946.44
	Design Phase Commisioning:	100%	Complete	$8,841.97
	Construction Documents:	100%	Complete	$8,841.97
	Submittal Phase:	100%	Complete	$5,894.64
	Construction Phase:	95%	Complete	$33,755.09
	Previously Invoiced:			$0.00
	Current Payment Due:			**$57,333.66**
	Balance to Finish:			$1,612.77

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $57,333.66

RECOMMENDATION:

Recommend approval of Payment #1 for $57,333.66 as Partial payment to Ethos Engineering for Engineering Services work completed on the Lopes, Pace ECHS and Stillman MS- Design Build HVAC & Controls CX Phase III 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 7/28/20
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

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Harlingen, TX 78550
Off: (956) 230-3435
Fax: (956) 720-0830
www.ethoseng.net

June 18, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

RE: BISD Energy Consulting for HVAC & HVAC Controls Commissioning Phase III Design Build PO# P359515.

This is to certify our submission of our billing invoice #2020-177 in the amount $57,333.66 for the above-mentioned project.

Respectfully submitted,

Cesar Gonzalez PE, Principal
Ethos Engineering
119 W. Van Buren Ave. Ste 101
Harlingen, TX 78550
Off: (956) 230-3435
Fax: (956) 720-0830
cgonzalez@ethoseng.net

approved for payment 7/8/2020

119 W. Van Buren Ave. Ste 101
Harlingen, TX 78550
Off: (956) 230-3435
Fax: (956) 720-0830
www.ethoseng.net

BILL TO:
Brownsville ISD
Attn: Accounts Payable Department
1900 E. Price Rd., Rm 303
Brownsville, TX 78521

INVOICE

2020-177
Draw #01

Date	Due Date
6/18/2020	7/18/2020

Project Name		PO # P359515 $58,946.44
Brownsville ISD	Engineering Consulting for HVAC & HVAC Controls CX Phase III Design Build	
Lopez E.C.H.S. Commissioning: HVAC & HVAC Controls	$ 34,188.94	
Pace E.C.H.S. Commissioning: HVAC & HVAC Controls	$ 15,326.10	
Stillman Commissioning: HVAC & HVAC Controls	$ 9,431.40	
For Services Through:	6/18/2020	

(E3) Lopez E.C.H.S.

PHASE	PHASE %	FEE ($)	% COMPLETE	FEE EARNED	LESS PRIOR INVOICES	AMOUNT DUE
Design Phase Commissionir	15	$5,128.34	100	$5,128.34	$0.00	$5,128.34
Construction Document Rev	15	$5,128.34	100	$5,128.34	$0.00	$5,128.34
Submittal Phase Commissio	10	$3,418.89	100	$3,418.89	$0.00	$3,418.89
Construction Phase CX	60	$20,513.36	98	$20,103.10	$0.00	$20,103.10
Total	**100**	**$34,188.94**		**$33,778.67**	**$0.00**	
	TOTAL DUE FOR BASIC SERVICES					$33,778.67

(E3) Pace E.C.H.S.

PHASE	PHASE %	FEE ($)	% COMPLETE	FEE EARNED	LESS PRIOR INVOICES	AMOUNT DUE
Design Phase Commissionir	15	$2,298.92	100	$2,298.92	$0.00	$2,298.92
Construction Document Rev	15	$2,298.92	100	$2,298.92	$0.00	$2,298.92
Submittal Phase Commissio	10	$1,532.61	100	$1,532.61	$0.00	$1,532.61
Construction Phase Commis	60	$9,195.66	90	$8,276.09	$0.00	$8,276.09
Total	**100**	**$15,326.10**		**$14,406.53**	**$0.00**	
	TOTAL DUE FOR BASIC SERVICES					$14,406.53

(E3) Stillman

PHASE	PHASE %	FEE ($)	% COMPLETE	FEE EARNED	LESS PRIOR INVOICES	AMOUNT DUE
Design Phase Commissionir	15	$1,414.71	100	$1,414.71	$0.00	$1,414.71
Construction Document Rev	15	$1,414.71	100	$1,414.71	$0.00	$1,414.71
Submittal Phase Commissio	10	$943.14	100	$943.14	$0.00	$943.14
Construction Phase Commis	60	$5,658.84	95	$5,375.90	$0.00	$5,375.90
Total	**100**	**$9,431.40**		**$9,148.46**	**$0.00**	
	TOTAL DUE FOR BASIC SERVICES					$9,148.46

TOTAL DUE THIS INVOICE **$57,333.66**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

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 #2
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:		$95,679.70
	Retainage:		
	10% Retainage of Complete Work:	$9,567.97	
	0% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$9,567.97	
	Total Earned Less Retainage:		$86,111.73
	Less Previous Certificates of Payment:		$4,639.68
	Current Payment Due:		**$81,472.05**
	Balance to Finish Plus Retainage:		$52,888.27

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $81,472.05

RECOMMENDATION:

Recommend approval of Payment #2 for $81,472.05 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.

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 7-28-2020

Approved for Submission to Board of Education:

Rene Gutierrez
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

July 16, 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. 2

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: $81,472.05

This letter is to certify that NM Contracting, LLC, for the project Cummings CTE CV-4 Const. Technology MEP Upgrades is entitled to payment of the Amount Certified.

Jose Antonio Nicanor
Engineer

07/16/2020
Reviewed and Approved on

José Antonio Nicanor
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 #: 2 Jun
PERIOD TO: 06/30/20
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)		95,679.70
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	$	9,567.97
b. 10.0% of Stored Material (Column F on Continuation Sheet)	$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	$	9,567.97
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	86,111.73
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	4,639.68
8. CURRENT PAYMENT DUE	$	81,472.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	52,888.27

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: 7-16-20

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 16th day of July, 2020

MARCELLA SOLANO
Notary Public, State of Texas
Comm. Expires 06-26-2021
Notary ID 125336253

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 ---------- $ 81,472.05
(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: 07/16/2020

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: 2
APPLICATION DATE: 06/30/20
PERIOD TO: 06/30/20

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	748.80	12,168.00		12,916.80	69%	5,803.20	1,291.68
2	Overhead & Profit	$5,910.00	236.40	3,841.50		4,077.90	69%	1,832.10	407.79
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				0.00	0%	750.00	0.00
12	Metal Duct Labor	$3,800.00				0.00	0%	3,800.00	0.00
13	Dust Collector & Accessories	$40,450.00		28,315.00		28,315.00	70%	12,135.00	2,831.50
14	Mechanical Materials	$450.00				0.00	0%	450.00	0.00
15	Mechanical Labor	$1,500.00				0.00	0%	1,500.00	0.00
16	Test & Balance	$1,050.00				0.00	0%	1,050.00	0.00
17	Div. 16 - ELECTRICAL								
18	UG Utility Labor	$3,000.00		3,000.00		3,000.00	100%	0.00	450.00
19	UG Utility Materials	$1,500.00		1,500.00		1,500.00	100%	0.00	1,500.00
20	Gear Labor	$6,000.00		4,500.00		4,500.00	75%	1,500.00	350.00
21	Gear Material	$18,000.00		15,000.00		15,000.00	83%	3,000.00	350.00
22	Conduit Labor	$3,500.00		3,500.00		3,500.00	100%	0.00	300.00
23	Conduit Material	$4,500.00		3,500.00		3,500.00	78%	1,000.00	300.00
24	Wire Labor	$3,500.00		3,000.00		3,000.00	86%	500.00	(0.86)
25	Wire Material	$3,000.00		3,000.00		3,000.00	100%	0.00	(1.00)
26	GRAND TOTAL	$139,000.00	$5,155.20	$90,524.50	$0.00	$95,679.70	69%	43,320.30	9,567.97

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Payment to Contractor
ZIWA Corporation
Food Nutrition Services-Roof Repairs

X Action
___ Information
___ Discussion

BACKGROUND:

Firm:	Project:		Amount:
	Food Nutrition Services-Roof Repair Project		Payment #4
ZIWA Corporation	Original Contract Fee Amount:		$349,000.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$349,000.00
	Total Completed & Stored to Date:		$216,898.47
	Retainage:		
	5% Retainage of Complete Work:	$8,344.92	
	5% Retainage on Stored Materials:	$2,500.00	
	Total Retainage:	$10,844.92	
	Total Earned Less Retainage:		$206,053.55
	Less Previous Certificates of Payment:		$168,020.74
	Current Payment Due:		**$38,032.81**
	Balance to Finish Plus Retainage:		$142,946.45

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $38,032.81

RECOMMENDATION:

Recommend approval of Payment #4 for $38,032.81 as Partial payment to ZIWA Corporation for Construction Services work completed on the Food Nutrition Services Roof Repair Project to be paid from Maintenance Tax Note Fund 189.

Martin Espinosa
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect /CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent

7/28/20

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

June 30, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

RE: Food Nutrition Services Roof Project Pay App #04

In accordance with the contract documents, based on site observations conducted by GRA staff and the data provided by the contractor in reference to this application for payment, GRA Engineering certifies to the Owner that to the best of our knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the contract documents, and the Contractor (Ziwa) is entitled to payment on pay application #04 in the amount of $38,032.81.

The Contractor is also requesting 3.5 days of extension to the substantial completion time of the contract due to weather delays that occurred during the months of April and May. The following weather days are acknowledged by GRA.

Rain Delays:

- April: Half of the 29th
- May: 7th, Half of the 21st, Half of the 26th, 29th

Total Additional Days: 3.5 Days

Respectfully,

STATE OF TEXAS
ROLANDO R. RUBIANO
86369
LICENSED
PROFESSIONAL ENGINEER
6/30/2020

Rolando R. Rubiano, P.E.
Principal
GRA Engineering

7/1/2020
approved for payment

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	Brownsville ISD 1900 E. Price Rd. Brownsville TX 78521	PROJECT:	BISD Food Nutrition Bldg Roof Repair 1900 E. Price Rd	APPLICATION NO: 004 PERIOD TO: June 30, 2020 CONTRACT FOR: General Construction CONTRACT DATE: February 07, 2020 PROJECT NOS: / 20-003 / 20-123	Distribution to: OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
FROM CONTRACTOR:	Ziwa Corporation 1952 S. Price Rd. Brownsville TX 78521	VIA ARCHITECT:			

EP 20029

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$349,000.00
2. NET CHANGE BY CHANGE ORDERS		$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$349,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$216,898.47
5. RETAINAGE:		
a. 5.00 % of Completed Work (Column D + E on G703)	$8,344.92	
b. 5.00 % of Stored Material (Column F on G703)	$2,500.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$10,844.92
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$206,053.55
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$168,020.74
8. CURRENT PAYMENT DUE		$38,032.81
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$142,946.45	

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: June 17, 2020

State of: Texas

County of: Cameron

Subscribed and sworn to before me this 17 day of June 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 ..... $38,032.81 ~~$0.00~~

(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:~~ Engineer

By: _____ Date: 6/30/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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User Notes:

AIA® Document G703® – 1992

Continuation Sheet

Bisd Food Nutrition Bldg Roof Repair

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:	June 16, 2020
PERIOD TO:	June 30, 2020
ARCHITECT'S PROJECT NO:	746-35

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					
01	General Conditions	30,000.00	22,666.00	3,500.00	0.00	26,166.00	87.22%	3,834.00	0.00
02	Insurance	4,000.00	2,500.00	750.00	0.00	3,250.00	81.25%	750.00	0.00
03	P&P Bonds	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00%	0.00	0.00
04	Permit	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00%	0.00	0.00
05	Allowance	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	0.00
06	Mobilization & Demobilizataion	5,000.00	3,000.00	0.00	0.00	3,000.00	60.00%	2,000.00	0.00
07	Roof Demolition	43,000.00	8,500.00	12,000.00	0.00	20,500.00	47.67%	22,500.00	0.00
08	Structural Steel	39,000.00	30,333.00	8,667.00	0.00	39,000.00	100.00%	0.00	0.00
09	Metal Roofing	91,000.00	24,000.00	4,000.00	38,000.00	66,000.00	72.53%	25,000.00	0.00
10	Insulation	70,400.00	12,382.47	12,000.00	12,000.00	36,382.47	51.68%	34,017.53	0.00
11	Structural Straps	17,000.00	13,000.00	0.00	0.00	13,000.00	76.47%	4,000.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	$349,000.00	$125,981.47	$40,917.00	$50,000.00	$216,898.47	62.15%	$132,101.53	$0.00

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User Notes:

ZIWA
LIFELONG CUSTOMER COMMITMENT

06/17/2020

Rolando Rubiano
Green, Rubiano & Associates

Ref.: BISD FNS Roofing
Rain Delays (April & May)

Dear Mr. Rubiano,

Ziwa is submitting a request for time extension as discussed in the OAC meetings due to uncontrolled delays impacting the project schedule. The days are as follows:

Rain delays:

- April: Half of the 29th
- May: 7th, Half of the 21st, Half of the 26th, 29th

Total: 3.5 Days

Please acknowledge the acceptance and approval of our extension request.

Sincerely,

Joe Guerrero Jr,
Project Manger

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Payment to Contractor
ARGIO Roofing & Construction, LLC
Multi-Campus Roof Replacement Phase I Project

X Action
___ Information
___ Discussion

BACKGROUND:

Firm:	Project:		Amount:
ARGIO Roofing & Construction, LLC	**Multi-Campus Roof Replacement Phase I**		Payment #4
	Original Contract Fee Amount:		$1,060,000.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$1,060,000.00
	Total Completed & Stored to Date:		$621,007.18
	Retainage:		
	5% Retainage of Complete Work:	$31,050.36	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$31,050.36	
	Total Earned Less Retainage:		$589,956.82
	Less Previous Certificates of Payment:		$551,505.57
	Current Payment Due:		**$38,451.25**
	Balance to Finish Plus Retainage:		$470,043.18

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $38,451.25

RECOMMENDATION:

Recommend approval of Payment #4 for $38,451.25 as partial payment to ARGIO Roofing & Construction, LLC for Construction Services work completed on the Multi-Campus Roof Replacement Phase I project to be paid from Maintenance Tax Note Fund 189.

Fernando E Villarreal
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent
7/28/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Date: June 18, 2020

To: Mr. Fernando Villarreal
Project/Facilities Manager
4350 Morrison Rd.
Brownsville, TX 78526

Re: Brownsville ISD Multi-Campus
Roof Replacement Project Phase I
CSP #19-134

ARMKO INDUSTRIES, INC.
1320 Spinks Rd.
Flower Mound, TX 75028
888.874.1388 / Fax: 972.874.1391
www.armko.com

Mr. Villarreal;

In accordance to the Contract Documents, based on our on-site observations, we certify that to the best of our knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and we recommend the Contractor (Argio Roofing & Construction, LLC) is entitled to payment of the amount certified on the attached Application and Certificate for Payment #4.

Should you have any questions or need further assistance please contact me.

Dean D Brown

Respectfully,

Dean Brown, PE
Structural Engineer
Armko Industries, Inc.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER:	**Brownsville ISD** **1900 E. Price Road** **Brownsville, TX 78521**	**PROJECT:** **CSP #19 -134 Multi-Campus Roof Replacement** **Phase I** **El Jardin ES Units G & H** **Russell ES Unit I (Kitchen)** **Sharp ES Units B & G** **Yturria ES Full Replacement**	APPLICATION NUMBER: PERIOD TO: PURCHASE ORDER: CONTRACT DATE:	**4** **6/17/2020** **P352106** **07/11/19**	Distribution to: ☐ OWNER ☐ CONSTRUCTION MANAGER ☐ ARCHITECT ☐ CONTRACTOR
CONTRACTOR:	**ARGIO Roofing & Construction, LLC** **29729 Norman Road** **Rio Hondo, TX 78583**				
CONSULTANT:	**Armko Industries**				

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1	**ORIGINAL CONTRACT SUM**		$ 1,060,000.00
2	**Net Change By Change Orders**.....		$ -
3	**CONTRACT SUM TO DATE**	(Line 1 +2).....	$ 1,060,000.00
4	**TOTAL COMPLETED & STORED TO DATE**..... (Column G on G703)		$ 621,007.18
5	**RETAINAGE:**		
	a 5% % of Completed Work (Columns D & E on G703)	$ 31,050.36	
	b 5% % of Stored Material (Column F on G703)	$ -	
	Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 31,050.36
6	**TOTAL EARNED LESS RETAINAGE**..... (Line 4 less Line 5 Total)		$ 589,956.82
7	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$ 551,505.57
8	**CURRENT PAYMENT DUE**		$ 38,451.25
9	**BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$ 470,043.18	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ -	
Total Approved this Month		
TOTALS	$ -	$ -
NET CHANGES by Change Order		$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: ARGIO ROOFING & CONSTRUCTION, LLC

BY: _____ DATE 6-17-2020

State of: TEXAS County of : CAMERON
Subscribed and sworn before me this 17th day of June 2020
Notary Public: Annabel Garcia
My Commission Expires: 09-03-2022

ANNABEL GARCIA
Notary ID #128370216
My Commission Expires
September 3, 2022

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ 38,451.25

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

By: _____ Date: _____

ENGINEER: Dean D Brown 06-18-2020
By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Argio Roofing & Construction, LLC

BISD CSP #19-134 Multi-Campus Roof Replacement Phase I

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

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APPLICATION NO: **4**
APPLICATION DATE: **6/17/2020**
PERIOD TO: **6/17/2020**
PURCHASE ORDER: **P352106**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED 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 5%
	El Jardin ES - Unit H & Unit G								
1	Supervision	$1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
2	Mobilization	$750.00	$750.00	$0.00		$750.00	100%	$0.00	$37.50
3	Submittals	$500.00	$500.00	$0.00		$500.00	100%	$0.00	$25.00
4	Demobilization	$200.00	$200.00	$0.00		$200.00	100%	$0.00	$10.00
5	Insurance & Bonds	$1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
6	Building Permit	$228.90	$228.90	$0.00		$228.90	100%	$0.00	$11.45
7	Wind Storm Registration	$190.75	$190.75	$0.00		$190.75	100%	$0.00	$9.54
8	Wind Storm Certificate	$190.75	$95.38	($0.00)		$95.38	50%	$95.38	$4.77
9	Storage, Rental Equipment, Fence	$989.25	$989.25	$0.00		$989.25	100%	$0.00	$49.46
10	Firestone Final Inspection	$245.25	$0.00	$0.00		$0.00	0%	$245.25	$0.00
11	Firestone BaseGard SA	$1,934.75	$1,934.75	$0.00		$1,934.75	100%	$0.00	$96.74
12	Firestone SBS Poly Torch Base	$3,156.25	$3,156.25	$0.00		$3,156.25	100%	$0.00	$157.81
13	Firestone SBS Premium FR Torch	$4,422.50	$4,422.50	$0.00		$4,422.50	100%	$0.00	$221.13
14	Firestone LWC Fasteners	$408.75	$408.75	$0.00		$408.75	100%	$0.00	$20.44
15	Firestone 1/2" Cover Board	$2,697.75	$2,697.75	$0.00		$2,697.75	100%	$0.00	$134.89
16	Q Panel	$109.00	$109.00	$0.00		$109.00	100%	$0.00	$5.45
17	Firestone Taper	$1,498.75	$1,498.75	$0.00		$1,498.75	100%	$0.00	$74.94
18	Firestone ISO 1.5	$3,282.38	$3,282.38	$0.00		$3,282.38	100%	$0.00	$164.12
19	Firestone ISO 1.8	$1,132.12	$1,132.12	$0.00		$1,132.12	100%	$0.00	$56.61
20	Firestone ISO 2.0	$599.50	$599.50	$0.00		$599.50	100%	$0.00	$29.98
21	Firestone Accessories	$408.75	$408.75	$0.00		$408.75	100%	$0.00	$20.44
22	Leads	$354.25	$354.25	$0.00		$354.25	100%	$0.00	$17.71
23	Cant Strip	$81.75	$81.75	$0.00		$81.75	100%	$0.00	$4.09

Argio Roofing & Construction, LLC

BISD CSP #19-134 Multi-Campus Roof Replacement Phase I

CONTINUATION SHEET

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PURCHASE ORDER: **P352106**

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED 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 5%
24	Roofing Accessories	$136.25	$136.25	$0.00		$136.25	100%	$0.00	$6.81
25	2x6	$1,607.75	$1,607.75	$0.00		$1,607.75	100%	$0.00	$80.39
26	2x8	$136.25	$136.25	$0.00		$136.25	100%	$0.00	$6.81
27	3/4 Plywood	$245.25	$245.25	$0.00		$245.25	100%	$0.00	$12.26
28	Roof Tear Off & Disposal	$ 1,750.00	$1,750.00	$0.00		$1,750.00	100%	$0.00	$87.50
29	Labor Install Wood Blocking	$ 1,750.00	$1,750.00	$0.00		$1,750.00	100%	$0.00	$87.50
30	Labor Install ISO	$ 1,243.10	$1,243.10	$0.00		$1,243.10	100%	$0.00	$62.16
31	Labor Install Dens Deck	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
32	Labor Install Base Ply	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
33	Labor Install Cap Sheet	$ 1,750.00	$1,750.00	$0.00		$1,750.00	100%	$0.00	$87.50
34	Labor Install Flashing	$ 750.00	$750.00	$0.00		$750.00	100%	$0.00	$37.50
35	Metal Flat Stock	$ 2,750.00	$2,750.00	$0.00		$2,750.00	100%	$0.00	$137.50
36	Fabricate Fascia	$ 850.00	$850.00	$0.00		$850.00	100%	$0.00	$42.50
37	Fabricate Gutter	$ 2,000.00	$2,000.00	$0.00		$2,000.00	100%	$0.00	$100.00
38	Labor Cornice & Soffit	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
39	Fabricate DownSpouts	$ 2,000.00	$2,000.00	$0.00		$2,000.00	100%	$0.00	$100.00
40	Splash Blocks	$ 3,000.00	$3,000.00	$0.00		$3,000.00	100%	$0.00	$150.00
41	Labor Fascia	$ 650.00	$650.00	$0.00		$650.00	100%	$0.00	$32.50
42	Labor Gutter	$ 1,400.00	$1,400.00	$0.00		$1,400.00	100%	$0.00	$70.00
43	Labor DownSpouts	$ 1,300.00	$1,300.00	$0.00		$1,300.00	100%	$0.00	$65.00
	Total El Jardin	**$ 51,700.00**	**$ 51,359.38**	**$ (0.00)**	**$ -**	**$ 51,359.38**	**99%**	**$ 340.63**	**$ 2,567.97**
	Russell ES - Unit I Kitchen								
44	Supervision	$ 500.00	$0.00	$0.00		$0.00	0%	$500.00	$0.00
45	Mobilization	$ 250.00	$125.00	$0.00		$125.00	50%	$125.00	$6.25

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CONTINUATION SHEET

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PURCHASE ORDER: **P352106**

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46	Submittals	$ 250.00	$250.00	$0.00		$250.00	100%	$0.00	$12.50
47	Demobilization	$ 140.00	$0.00	$0.00		$0.00	0%	$140.00	$0.00
48	Insurance & Bonds	$ 500.00	$500.00	$0.00		$500.00	100%	$0.00	$25.00
49	Building Permit	$ 168.00	$168.00	$0.00		$168.00	100%	$0.00	$8.40
50	Wind Storm Registration	$ 140.00	$140.00	$0.00		$140.00	100%	$0.00	$7.00
51	Wind Storm Certificated	$ 140.00	$0.00	$0.00		$0.00	0%	$140.00	$0.00
52	Storage, Rental Equipment, Fence	$ 250.00	$125.00	$0.00		$125.00	50%	$125.00	$6.25
53	Firestone Final Inspection	$ 180.00	$0.00	$0.00		$0.00	0%	$180.00	$0.00
54	Firestone BaseGard SA	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
55	Firestone SBS Poly Torch Base	$ 1,200.00	$1,200.00	$0.00		$1,200.00	100%	$0.00	$60.00
56	Firestone SBS Premium FR Torch	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
57	Firestone LWC Fasteners	$ 300.00	$300.00	$0.00		$300.00	100%	$0.00	$15.00
58	Firestone 1/2" Cover Board	$ 900.00	$900.00	$0.00		$900.00	100%	$0.00	$45.00
59	Q Panel	$ 80.00	$80.00	$0.00		$80.00	100%	$0.00	$4.00
60	Firestone Taper	$ 700.00	$700.00	$0.00		$700.00	100%	$0.00	$35.00
61	Firestone ISO 1.5	$ 1,640.00	$1,640.00	$0.00		$1,640.00	100%	$0.00	$82.00
62	Firestone ISO 1.8	$ 580.00	$580.00	$0.00		$580.00	100%	$0.00	$29.00
63	Firestone ISO 2.0	$ 550.00	$550.00	$0.00		$550.00	100%	$0.00	$27.50
64	Firestone Accessories	$ 100.00	$100.00	$0.00		$100.00	100%	$0.00	$5.00
65	Leads	$ 160.00	$160.00	$0.00		$160.00	100%	$0.00	$8.00
66	Cant Strip	$ 60.00	$60.00	$0.00		$60.00	100%	$0.00	$3.00
67	Roofing Accessories	$ 100.00	$100.00	$0.00		$100.00	100%	$0.00	$5.00
68	2x6	$ 580.00	$0.00	$0.00		$0.00	0%	$580.00	$0.00
69	2x8	$ 100.00	$0.00	$0.00		$0.00	0%	$100.00	$0.00

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70	3/4 Plywood	$ 140.00	$0.00	$0.00		$0.00	0%	$140.00	$0.00
71	Roof Tear Off & Disposal	$ 2,000.00	$0.00	$0.00		$0.00	0%	$2,000.00	$0.00
72	Labor Install Wood Blocking	$ 1,000.00	$250.00	$0.00		$250.00	25%	$750.00	$12.50
73	Labor Install ISO	$ 400.00	$0.00	$0.00		$0.00	0%	$400.00	$0.00
74	Labor Install Dens Deck	$ 400.00	$0.00	$0.00		$0.00	0%	$400.00	$0.00
75	Labor Install Base Ply	$ 400.00	$0.00	$0.00		$0.00	0%	$400.00	$0.00
76	Labor Install Cap Sheet	$ 1,200.00	$0.00	$0.00		$0.00	0%	$1,200.00	$0.00
77	Labor Install Flashing	$ 250.00	$0.00	$0.00		$0.00	0%	$250.00	$0.00
78	Metal Flat Stock	$ 1,800.00	$1,800.00	$0.00		$1,800.00	100%	$0.00	$90.00
79	Fabricate Facia	$ 400.00	$0.00	$0.00		$0.00	0%	$400.00	$0.00
80	Fabricate Gutter	$ 1,500.00	$0.00	$0.00		$0.00	0%	$1,500.00	$0.00
81	Labor Cornice & Soffit	$ 700.00	$0.00	$0.00		$0.00	0%	$700.00	$0.00
82	Fabricate DownSpouts	$ 2,000.00	$0.00	$0.00		$0.00	0%	$2,000.00	$0.00
83	Splash Blocks	$ 1,500.00	$0.00	$0.00		$0.00	0%	$1,500.00	$0.00
84	Labor Facia	$ 250.00	$0.00	$0.00		$0.00	0%	$250.00	$0.00
85	Labor Gutter	$ 1,500.00	$0.00	$0.00		$0.00	0%	$1,500.00	$0.00
86	Labor DownSpouts	$ 1,600.00	$0.00	$0.00		$0.00	0%	$1,600.00	$0.00
87	Roof Tear Off & Disposal	$ 1,520.00	$0.00	$0.00		$0.00	0%	$1,520.00	$0.00
88	Install Wood Blocking	$ 200.00	$0.00	$0.00		$0.00	0%	$200.00	$0.00
89	Install ISO	$ 750.00	$0.00	$0.00		$0.00	0%	$750.00	$0.00
90	Install Dens Deck	$ 750.00	$0.00	$0.00		$0.00	0%	$750.00	$0.00
91	Install Base Ply	$ 750.00	$0.00	$0.00		$0.00	0%	$750.00	$0.00
92	Install Cap Sheet	$ 750.00	$0.00	$0.00		$0.00	0%	$750.00	$0.00
93	Install Flashing	$ 750.00	$0.00	$0.00		$0.00	0%	$750.00	$0.00

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94	Metal Flat Stock	$ 1,200.00	$1,200.00	$0.00		$1,200.00	100%	$0.00	$60.00
95	Fabricate Copping	$ 250.00	$0.00	$0.00		$0.00	0%	$250.00	$0.00
96	Fabricate Collector Heads	$ 350.00	$0.00	$0.00		$0.00	0%	$350.00	$0.00
97	Fabricate Scuppers	$ 250.00	$0.00	$0.00		$0.00	0%	$250.00	$0.00
98	Fabricate DownSpouts	$ 300.00	$0.00	$0.00		$0.00	0%	$300.00	$0.00
99	Splash Blocks	$ 222.00	$0.00	$0.00		$0.00	0%	$222.00	$0.00
100	Fabricate Wall Receiver	$ 300.00	$0.00	$0.00		$0.00	0%	$300.00	$0.00
101	Labor Copping	$ 450.00	$0.00	$0.00		$0.00	0%	$450.00	$0.00
102	Labor Collector Heads	$ 450.00	$0.00	$0.00		$0.00	0%	$450.00	$0.00
103	Labor Scuppers	$ 450.00	$0.00	$0.00		$0.00	0%	$450.00	$0.00
104	Labor DownSpouts	$ 400.00	$0.00	$0.00		$0.00	0%	$400.00	$0.00
105	Labor Wall Receiver	$ 300.00	$0.00	$0.00		$0.00	0%	$300.00	$0.00
	Total Russell	**$ 39,000.00**	**$ 12,928.00**	**$ -**	**$ -**	**$ 12,928.00**	**33%**	**$ 26,072.00**	**$ 646.40**
	Sharp ES - Unit B & Unit G								
106	Supervision	$ 5,500.00	$2,750.00	$2,750.00		$5,500.00	100%	$0.00	$275.00
107	Mobilization	$ 1,600.00	$1,200.00	$400.00		$1,600.00	100%	$0.00	$80.00
108	Submittals	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
109	Demobilization	$ 500.00	$0.00	$500.00		$500.00	100%	$0.00	$25.00
110	Insurance & Bonds	$ 2,149.25	$2,149.25	$0.00		$2,149.25	100%	$0.00	$107.46
111	Building Permit	$ 678.30	$678.30	$0.00		$678.30	100%	$0.00	$33.92
112	Wind Storm Registration	$ 565.25	$565.25	$0.00		$565.25	100%	$0.00	$28.26
113	Wind Storm Certificated	$ 565.25	$0.00	$0.00		$0.00	0%	$565.25	$0.00
114	Storage, Rental Equipment, Fence	$ 2,894.75	$2,894.75	$0.00		$2,894.75	100%	$0.00	$144.74
115	Firestone Final Inspection	$ 726.75	$0.00	$0.00		$0.00	0%	$726.75	$0.00

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116	Firestone BaseGard SA	$ 5,733.25	$5,733.25	$0.00		$5,733.25	100%	$0.00	$286.66
117	Firestone SBS Poly Torch Base	$ 9,093.75	$9,093.75	$0.00		$9,093.75	100%	$0.00	$454.69
118	Firestone SBS Premium FR Torch	$ 15,957.50	$15,957.50	$0.00		$15,957.50	100%	$0.00	$797.88
119	Firestone LWC Fasteners	$ 1,211.25	$1,211.25	$0.00		$1,211.25	100%	$0.00	$60.56
120	Firestone 1/2" Cover Board	$ 6,994.25	$6,994.25	$0.00		$6,994.25	100%	$0.00	$349.71
121	Q Panel	$ 323.00	$323.00	$0.00		$323.00	100%	$0.00	$16.15
122	Firestone Taper	$ 4,441.25	$4,441.25	$0.00		$4,441.25	100%	$0.00	$222.06
123	Firestone ISO 1.5	$ 8,770.11	$8,770.11	$0.00		$8,770.11	100%	$0.00	$438.51
124	Firestone ISO 1.8	$ 1,534.25	$1,534.25	$0.00		$1,534.25	100%	$0.00	$76.71
125	Firestone ISO 2.0	$ 4,553.64	$4,553.64	$0.00		$4,553.64	100%	$0.00	$227.68
126	Firestone Accessories	$ 1,211.25	$1,211.25	$0.00		$1,211.25	100%	$0.00	$60.56
127	Leads	$ 1,049.75	$1,049.75	$0.00		$1,049.75	100%	$0.00	$52.49
128	Cant Strip	$ 242.25	$242.25	$0.00		$242.25	100%	$0.00	$12.11
129	Roofing Accessories	$ 403.75	$403.75	$0.00		$403.75	100%	$0.00	$20.19
130	2x6	$ 4,764.25	$4,764.25	$0.00		$4,764.25	100%	$0.00	$238.21
131	2x8	$ 403.75	$403.75	$0.00		$403.75	100%	$0.00	$20.19
132	3/4 Plywood	$ 683.20	$683.20	$0.00		$683.20	100%	$0.00	$34.16
133	Roof Tear Off & Disposal	$ 7,500.00	$7,500.00	$0.00		$7,500.00	100%	$0.00	$375.00
134	Install Wood Blocking	$ 15,000.00	$15,000.00	$0.00		$15,000.00	100%	$0.00	$750.00
135	Install ISO	$ 3,750.00	$3,750.00	$0.00		$3,750.00	100%	$0.00	$187.50
136	Install Dens Deck	$ 3,750.00	$3,750.00	$0.00		$3,750.00	100%	$0.00	$187.50
137	Install Base Ply	$ 3,250.00	$3,250.00	$0.00		$3,250.00	100%	$0.00	$162.50
138	Install Cap Sheet	$ 3,250.00	$2,437.50	$812.50		$3,250.00	100%	$0.00	$162.50
139	Install Flashing	$ 3,250.00	$2,437.50	$812.50		$3,250.00	100%	$0.00	$162.50

421

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: **4**
APPLICATION DATE: **6/17/2020**
PERIOD TO: **6/17/2020**
PURCHASE ORDER: **P352106**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED 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 5%
140	Metal Flat Stock	$ 7,500.00	$7,500.00	$0.00		$7,500.00	100%	$0.00	$375.00
141	Fabricate Facia	$ 1,450.00	$1,450.00	$0.00		$1,450.00	100%	$0.00	$72.50
142	Fabricate Gutter	$ 4,250.00	$4,250.00	$0.00		$4,250.00	100%	$0.00	$212.50
143	Fabricate Soffit & Cornice	$ 3,250.00	$3,250.00	$0.00		$3,250.00	100%	$0.00	$162.50
144	Fabricate DownSpouts	$ 1,750.00	$1,750.00	$0.00		$1,750.00	100%	$0.00	$87.50
145	Splash Blocks	$ 750.00	$750.00	$0.00		$750.00	100%	$0.00	$37.50
146	Labor Install Facia	$ 1,250.00	$1,250.00	$0.00		$1,250.00	100%	$0.00	$62.50
147	Labor Gutter	$ 6,250.00	$6,250.00	$0.00		$6,250.00	100%	$0.00	$312.50
148	Labor Soffit & Cornice	$ 4,300.00	$4,300.00	$0.00		$4,300.00	100%	$0.00	$215.00
149	Labor DownSpouts	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
	Total Sharp	**$ 155,050.00**	**$ 148,483.00**	**$ 5,275.00**	**$ -**	**$ 153,758.00**	**99%**	**$ 1,292.00**	**$ 7,687.90**
	Yturria Elementary School								
150	Supervision	$ 30,000.00	$0.00	$4,500.00		$4,500.00	15%	$25,500.00	$225.00
151	Mobilization	$ 12,276.00	$12,276.00	$0.00		$12,276.00	100%	$0.00	$613.80
152	Submittals	$ 7,068.00	$7,068.00	$0.00		$7,068.00	100%	$0.00	$353.40
153	Demobilization	$ 2,500.00	$0.00	$0.00		$0.00	0%	$2,500.00	$0.00
154	Insurance & Bonds	$ 14,508.00	$14,508.00	$0.00		$14,508.00	100%	$0.00	$725.40
155	Building Permit	$ 3,124.80	$3,124.80	$0.00		$3,124.80	100%	$0.00	$156.24
156	Wind Storm Registration	$ 2,604.00	$2,604.00	$0.00		$2,604.00	100%	$0.00	$130.20
157	Wind Storm Certificate	$ 2,604.00	$0.00	$0.00		$0.00	0%	$2,604.00	$0.00
158	Storage, Rental Equipment, Fence	$ 27,156.00	$6,789.00	$0.00		$6,789.00	25%	$20,367.00	$339.45
159	Firestone Final Inspection	$ 3,348.00	$0.00	$0.00		$0.00	0%	$3,348.00	$0.00
160	Firestone BaseGard SA	$ 28,000.00	$28,000.00	$0.00		$28,000.00	100%	$0.00	$1,400.00
161	Firestone SBS Poly Torch Base	$ 58,000.00	$58,000.00	$0.00		$58,000.00	100%	$0.00	$2,900.00

422

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: **4**
APPLICATION DATE: **6/17/2020**
PERIOD TO: **6/17/2020**
PURCHASE ORDER: **P352106**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED 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 5%
162	Firestone SBS Premium FR Torch	$ 98,000.00	$98,000.00	$0.00		$98,000.00	100%	$0.00	$4,900.00
163	Firestone 1/2" Cover Board	$ 40,000.00	$40,000.00	$0.00		$40,000.00	100%	$0.00	$2,000.00
164	Q Panel	$ 2,488.00	$0.00	$0.00		$0.00	20%	$2,488.00	$0.00
165	Firestone Taper	$ 2,000.00	$2,000.00	$0.00		$2,000.00	100%	$0.00	$100.00
166	Firestone ISO 1.5	$ 74,000.00	$74,000.00	$0.00		$74,000.00	100%	$0.00	$3,700.00
167	Firestone ISO 2.0	$ 4,000.00	$4,000.00	$0.00		$4,000.00	100%	$0.00	$200.00
168	Firestone Accessories	$ 6,580.00	$6,580.00	$0.00		$6,580.00	100%	$0.00	$329.00
169	Leads	$ 5,836.00	$5,836.00	$0.00		$5,836.00	100%	$0.00	$291.80
170	Cant Strip	$ 2,116.00	$2,116.00	$0.00		$2,116.00	100%	$0.00	$105.80
171	Roofing Accessories	$ 2,860.00	$2,860.00	$0.00		$2,860.00	100%	$0.00	$143.00
172	2x6	$ 21,000.00	$0.00	$4,200.00		$4,200.00	20%	$16,800.00	$210.00
173	2x8	$ 2,500.00	$0.00	$500.00		$500.00	20%	$2,000.00	$25.00
174	3/4 Plywood	$ 4,000.00	$0.00	$800.00		$800.00	20%	$3,200.00	$40.00
175	Waterproofing	$ 9,500.00	$0.00	$0.00		$0.00	0%	$9,500.00	$0.00
176	Roof Tear Off & Disposal	$ 40,000.00	$0.00	$8,000.00		$8,000.00	20%	$32,000.00	$400.00
177	Install Wood Blocking	$ 11,500.00	$0.00	$2,300.00		$2,300.00	20%	$9,200.00	$115.00
178	Install ISO	$ 19,500.00	$0.00	$3,900.00		$3,900.00	20%	$15,600.00	$195.00
179	Install Dens Deck	$ 19,500.00	$0.00	$3,900.00		$3,900.00	20%	$15,600.00	$195.00
180	Install Base Ply	$ 35,500.00	$0.00	$7,100.00		$7,100.00	20%	$28,400.00	$355.00
181	Install Cap Sheet	$ 36,500.00	$0.00	$0.00		$0.00	0%	$36,500.00	$0.00
182	Install Flashing	$ 5,250.00	$0.00	$0.00		$0.00	0%	$5,250.00	$0.00
183	Metal Flat Stock	$ 15,000.00	$0.00	$0.00		$0.00	0%	$15,000.00	$0.00
184	Wall Panels	$ 4,500.00	$0.00	$0.00		$0.00	0%	$4,500.00	$0.00
185	Fabricate Copping	$ 3,200.00	$0.00	$0.00		$0.00	0%	$3,200.00	$0.00

423

Argio Roofing & Construction, LLC **BISD CSP #19-134 Multi-Campus Roof Replacement Phase I**

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: **4**
APPLICATION DATE: **6/17/2020**
PERIOD TO: **6/17/2020**
PURCHASE ORDER: **P352106**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED 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 5%
186	Fabricate Metal Edge	$ 17,000.00	$0.00	$0.00		$0.00	0%	$17,000.00	$0.00
187	Fabricate Scuppers	$ 3,000.00	$0.00	$0.00		$0.00	0%	$3,000.00	$0.00
188	Fabricate DownSpouts	$ 6,781.20	$0.00	$0.00		$0.00	0%	$6,781.20	$0.00
189	Labor Install Copping	$ 2,700.00	$0.00	$0.00		$0.00	0%	$2,700.00	$0.00
190	Labor Metal edge	$ 17,500.00	$0.00	$0.00		$0.00	0%	$17,500.00	$0.00
191	Labor Scuppers	$ 3,250.00	$0.00	$0.00		$0.00	0%	$3,250.00	$0.00
192	Labor DownSpouts	$ 7,500.00	$0.00	$0.00		$0.00	0%	$7,500.00	$0.00
	Total Yturria	**$ 714,250.00**	**$ 367,761.80**	**$ 35,200.00**	**$0.00**	**$ 402,961.80**	**56%**	**$ 311,288.20**	**$ 20,148.09**
	Contingency Allowances								
193	Yturria Elementary School	$ 80,000.00	$0.00	$0.00		$0.00	0%	$80,000.00	$0.00
194	El Jardin ES Unite G & Unit H	$ 5,000.00	$0.00	$0.00		$0.00	0%	$5,000.00	$0.00
195	Russell ES - Unit I Kitchen	$ 3,000.00	$0.00	$0.00		$0.00	0%	$3,000.00	$0.00
196	Sharp ES - Unit B & Unit G	$ 12,000.00	$0.00	$0.00		$0.00	0%	$12,000.00	$0.00
	TOTAL	**$ 1,060,000.00**	**$ 580,532.18**	**$ 40,475.00**	**$ -**	**$ 621,007.18**	**59%**	**$ 438,992.83**	**$ 31,050.36**

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Name: BISD Multi-Campus Roofing Phase 1 (El Jardin ES- Units G&H; Russell ES-Unit I; Sharp ES-Units B&G; Yturria ES Full Roof)
Job No: CSP#19-134

On receipt by the signer of this document of a check from Brownsville ISD (*maker of check)* in the sum of $38,451.25 payable to Argio Roofing & Construction, LLC (*payee or payees of check)* and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statue, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statue related to claim or payment rights for persons in the signer's position that the signer has on the property of Brownsville ISD (*owner)* located at 1900 E. Price Rd., Brownsville, TX 78521, (*location*) to the following extent: BISD Multi-Campus Roofing Phase 1 at El Jardin ES-Units G&H; Russell ES-Unit I; Sharp ES-Units B&G; & Yturria ES Full Roof CSP#19-134 (*job description).*

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Brownsville Ind. School District (*person with whom signer contracted)* as indicated in the attached statement (s) or progress payment request (s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement (s) or progress payment request(s).

Date: June 17, 2020

Company Name: Argio Roofing & Construction, LLC

By: Rogerio Escobedo

Signature: _____

Title: President

SUBSCRIBED AND SWORN TO BEFORE ME this the 17th day of June, 20 20.

ANNABEL GARCIA
Notary ID #128370216
My Commission Expires
September 3, 2022

NOTARY PUBLIC, In and for the State of Texas

Signature: Annabel Garcia

My Commission Expires: 09/03/2022

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

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 #4
	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:		$365,495.70
	Retainage:		
	5% Retainage of Complete Work:	$18,274.79	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$18,274.79	
	Total Earned Less Retainage:		$347,220.92
	Less Previous Certificates of Payment:		$202,197.44
	Current Payment Due:		**$145,023.48**
	Balance to Finish Plus Retainage:		$1,185,527.09

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $145,023.48

RECOMMENDATION:

Recommend approval of Payment #4 for $145,023.48 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
7/28/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

CHANIN
ENGINEERING, LLC

July 21, 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 #4.

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 # 4

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: July 8, 2020 Invoice No: 20-045-3

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:		$ 365,495.70
5.	Retainage (per Agreement):		
	5% of completed Work:	$ 18,274.79	
	0% of stored material:	$ -	
	Total Retainage:		$ 18,274.79
6.	% of Construction Completed:		
	9% of contracted $ amount has been completed		$ 365,495.70
7.	Total completed to date less retainage (4 minus 5):		$ 347,220.91
8.	Less previous Application for Payments:		$ 202,197.43
9.	Balance to Finish Including Retainage:		$ 1,185,527.09
10.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		**$ 145,023.48**

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 # 4 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 July 8, 2020 RG Enterprises, LLC dba G&G Contractors
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 8TH
day of July 2020

IRMA H. RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 03-25-2022
Notary ID 12332674

Notary Public
My Commission expires: March 25, 2022

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated July 8, 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: 4
Application Date: July 8, 2020
P.O. No.:
Invoice No.: 20-045-3

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	$ 2,502.50	$ 500.50		$ 3,003.00	60%	$ 2,002.00	$ 150.15
2	INSURANCE/BONDS	$ 4,500.00	$ 4,500.00	$ -		$ 4,500.00	100%	$ -	$ 225.00
3	OVERHEAD AND PROFIT	$ 8,000.00	$ 1,200.00	$ 800.00		$ 2,000.00	25%	$ 6,000.00	$ 100.00
4	PORT-A-POTTY	$ 400.00	$ 200.00	$ -		$ 200.00	50%	$ 200.00	$ 10.00
5	MATERIALS CANOPY	$ 123,450.00	$ 61,725.00	$ -		$ 61,725.00	50%	$ 61,725.00	$ 3,086.25
6	LABOR INSTALLATION OF CANOPY	$ 137,500.00	$ 13,750.00	$ 27,500.00		$ 41,250.00	30%	$ 96,250.00	$ 2,062.50
7	MATERIALS CONCRETE	$ 42,144.00	$ -	$ 10,536.00		$ 10,536.00	25%	$ 31,608.00	$ 526.80
8	LABOR INSTALLATION OF CONCRETE	$ 52,500.00	$ 5,250.00	$ 7,875.00		$ 13,125.00	25%	$ 39,375.00	$ 656.25
9	ALLOWANCE	$ 20,000.00	$ -	$ -		$ -	0%	$ 20,000.00	$ -
10	CONTINGENCY ALLOWANCE	$ 10,500.00	$ -	$ -		$ -	0%	$ 10,500.00	$ -
11	CHANGE ORDER 1								
	SUB-TOTALS	**$ 403,999.00**	**89,127.50**	**$ 47,211.50**		**$ 136,339.00**	**34%**	**$ 267,660.00**	**$ 6,816.95**

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: 3
Application Date: June 11, 2020
P.O. No.:
Invoice No.: 20-045-2

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+E)	THIS PERIOD					(G*5%)
12	MOBILIZATION	$ 5,005.00	$ 2,502.50	$ 500.50		$ 3,003.00	60%	$ 2,002.00	$ 150.15
13	INSURANCE/BONDS	$ 4,500.00	$ 4,500.00	$ -		$ 4,500.00	100%	$ -	$ 225.00
14	OVERHEAD AND PROFIT	$ 8,000.00	$ 1,200.00	$ 800.00		$ 2,000.00	25%	$ 6,000.00	$ 100.00
15	PORT-A-POTTY	$ 400.00	$ 200.00	$ -		$ 200.00	50%	$ 200.00	$ 10.00
16	MATERIALS CANOPY	$ 127,500.00		$ 63,750.00		$ 63,750.00	50%	$ 63,750.00	$ 3,187.50
17	LABOR INSTALLATION OF CANOPY	$ 137,500.00		$ 13,750.00		$ 13,750.00	10%	$ 123,750.00	$ 687.50
18	MATERIALS CONCRETE	$ 3,664.00		$ 366.40		$ 366.40	10%	$ 3,297.60	$ 18.32
19	LABOR INSTALLATION OF CONCRETE	$ 48,048.00		$ -		$ -	0%	$ 48,048.00	$ -
20	ALLOWANCE	$ 20,000.00		$ -		$ -	0%	$ 20,000.00	$ -
21	CONTINGENCY ALLOWANCE	$ 10,500.00		$ -		$ -	0%	$ 10,500.00	$ -
22	CHANGE ORDER 1								
	SUB-TOTALS	**$ 365,117.00**	**8,402.50**	**$ 79,166.90**		**$ 87,569.40**	**24%**	**$ 277,547.60**	**4,378.47**

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: 3
Application Date: June 11, 2020
P.O. No.:
Invoice No.: 20-045-2

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: 3
Application Date: June 11, 2020
P.O. No.:
Invoice No.: 20-045-2

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	$ 2,502.50	$ 500.50		$ 3,003.00	60%	$ 2,002.00	$ 150.15
36	INSURANCE/BONDS	$ 4,500.00	$ 4,500.00	$ -		$ 4,500.00	100%	$ -	$ 225.00
37	OVERHEAD AND PROFIT	$ 8,000.00	$ 1,200.00	$ 800.00		$ 2,000.00	25%	$ 6,000.00	$ 100.00
38	PORT-A-POTTY	$ 400.00	$ 200.00	$ -		$ 200.00	50%	$ 200.00	$ 10.00
39	MATERIALS CANOPY	$ 117,500.00	$ 58,750.00	$ -		$ 58,750.00	50%	$ 58,750.00	$ 2,937.50
40	LABOR INSTALLATION OF CANOPY	$ 113,900.00	$ 28,475.00	$ 17,085.00		$ 45,560.00	40%	$ 68,340.00	$ 2,278.00
41	MATERIALS CONCRETE	$ 24,156.00	$ 3,623.40	$ 4,830.00		$ 8,453.40	35%	$ 15,702.60	$ 422.67
42	LABOR INSTALLATION OF CONCRETE	$ 30,624.00	$ 7,656.00	$ 3,062.40		$ 10,718.40	35%	$ 19,905.60	$ 535.92
43	ALLOWANCE	$ 20,000.00	$ -			$ -	0%	$ 20,000.00	$ -
44	CONTINGENCY ALLOWANCE	$ 10,500.00	$ -			$ -	0%	$ 10,500.00	$ -
45	CHANGE ORDER 1								
	SUB-TOTALS	**$ 334,585.00**		**$ 26,277.90**		**$ 133,184.80**	**40%**	**$ 201,400.20**	**6,659.24**
	TOTALS	**$ 1,532,748.00**		**$ 152,656.30**		**$ 365,495.70**	**24%**	**$ 1,167,252.30**	**$ 18,274.79**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Payment to Contractor
ZIWA Corporation
Food Nutrition Services-Roof Repairs

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:		Amount:
	Food Nutrition Services-Roof Repair Project		Payment #5
ZIWA Corporation	Original Contract Fee Amount:		$349,000.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$349,000.00
	Total Completed & Stored to Date:		$301,816.00
	Retainage:		
	5% Retainage of Complete Work:	$15,090.80	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$15,090.80	
	Total Earned Less Retainage:		$286,725.20
	Less Previous Certificates of Payment:		$206,053.55
	Current Payment Due:		**$80,671.65**
	Balance to Finish Plus Retainage:		$62,274.80

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $80,671.65

RECOMMENDATION:

Recommend approval of Payment #5 for $80,671.65 as Partial payment to ZIWA Corporation for Construction Services work completed on the Food Nutrition Services Roof Repair Project to be paid from Maintenance Tax Note Fund 189.

Martin Espinosa
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect /CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent 7/28/20

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

July 31, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

RE: Food Nutrition Services Roof Project Pay App #05

In accordance with the contract documents, based on site observations conducted by GRA staff and the data provided by the contractor in reference to this application for payment, GRA Engineering certifies to the Owner that to the best of our knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the contract documents, and the Contractor (Ziwa) is entitled to payment on pay application #05 in the amount of $80,671.65.

The Contractor is also requesting 8 days of extension to the substantial completion time of the contract due to weather delays that occurred during the month of June. The following weather days are acknowledged by GRA.

Rain Delays:

- June: 1st, 3rd, 16th, 17th 18th, 19th, 25th, 26th

Total Additional Days: 8 Days

The projected days included in the contractor's documentation for the month of July will be considered at the next application review period.

Respectfully,

STATE OF TEXAS
ROLANDO R. RUBIANO
86369
LICENSED
PROFESSIONAL ENGINEER

7·31·2020

Rolando R. Rubiano, P.E.
Principal
GRA Engineering

approved for payment
7/14/2020

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	Brownsville ISD 1900 E. Price Rd Brownsville TX 78521	PROJECT:	BISD Food Nutrition Bldg Roof Repair 1900 E. Price Rd	APPLICATION NO: 005 PERIOD TO: July 31, 2020 CONTRACT FOR: General Construction CONTRACT DATE: February 07, 2020 PROJECT NOS: / 20-003 / 20-123	Distribution to: OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
FROM CONTRACTOR:	Ziwa Corporation 1952 S. Price Rd Brownsville TX 78521	VIA ARCHITECT:			

EP 20029

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$349,000.00
2. NET CHANGE BY CHANGE ORDERS		$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$349,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$301,816.00
5. RETAINAGE:		
a. 5.00 % of Completed Work (Column D + E on G703)	$15,090.80	
b. 5.00 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$15,090.80
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$286,725.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$206,053.55
8. CURRENT PAYMENT DUE		$80,671.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$62,274.80	

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 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 $80,671.65

(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~~ Engineer

By: _____ Date: 7/31/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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User Notes:

AIA® Document G703® – 1992

Continuation Sheet

Bisd Food Nutrition Bldg Roof Repair

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:	005
APPLICATION DATE:	July 14, 2020
PERIOD TO:	July 31, 2020
ARCHITECT'S PROJECT NO:	746-35

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					
01	General Conditions	30,000.00	26,166.00	2,800.00	0.00	28,966.00	96.55%	1,034.00	0.00
02	Insurance	4,000.00	3,250.00	600.00	0.00	3,850.00	96.25%	150.00	0.00
03	P&P Bonds	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00%	0.00	0.00
04	Permit	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00%	0.00	0.00
05	Allowance	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	0.00
06	Mobilization & Demobilizataion	5,000.00	3,000.00	0.00	0.00	3,000.00	60.00%	2,000.00	0.00
07	Roof Demolition	43,000.00	20,500.00	22,500.00	0.00	43,000.00	100.00%	0.00	0.00
08	Structural Steel	39,000.00	39,000.00	0.00	0.00	39,000.00	100.00%	0.00	0.00
09	Metal Roofing	91,000.00	66,000.00	21,000.00	0.00	87,000.00	95.60%	4,000.00	0.00
10	Insulation	70,400.00	36,382.47	34,017.53	0.00	70,400.00	100.00%	0.00	0.00
11	Structural Straps	17,000.00	13,000.00	4,000.00	0.00	17,000.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	$349,000.00	$216,898.47	$84,917.53	$0.00	$301,816.00	86.48%	$47,184.00	$0.00

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User Notes:

ZIWA
LIFELONG CUSTOMER COMMITMENT

07/14/2020

Rolando Rubiano
Green, Rubiano & Associates

Ref.: BISD FNS Roofing
Rain Delays for the months of June & July 2020

Dear Mr. Rubiano,

Ziwa is submitting a request for time extension due to uncontrolled rain/ wind delays impacting the project schedule. The days are as follows:

Rain delays in June:

- June: 1st, 3rd, 16th, 17th, 18th, 19th, 25th, 26th = 8

Projected delays in July:

- Rain Days: 2
- High Wind Days: 4

Total: 14 Days

Please acknowledge the acceptance and approval of our extension request.

Sincerely,

Joe Guerrero Jr,
Project Manger

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Payment to Contractor
ARGIO Roofing & Construction, LLC
Multi-Campus Roof Replacement Phase I Project

X Action
___ Information
___ Discussion

BACKGROUND:

Firm:	Project:		Amount:
ARGIO Roofing & Construction, LLC	**Multi-Campus Roof Replacement Phase I**		Payment #5
	Original Contract Fee Amount:		$1,060,000.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$1,060,000.00
	Total Completed & Stored to Date:		$737,217.33
	Retainage:		
	5% Retainage of Complete Work:	$36,860.87	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$36,860.87	
	Total Earned Less Retainage:		$700,356.46
	Less Previous Certificates of Payment:		$589,956.82
	Current Payment Due:		**$110,399.64**
	Balance to Finish Plus Retainage:		$359,643.54

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $110,399.64

RECOMMENDATION:

Recommend approval of Payment #5 for $110,399.64 as partial payment to ARGIO Roofing & Construction, LLC for Construction Services work completed on the Multi-Campus Roof Replacement Phase I project to be paid from Maintenance Tax Note Fund 189.

F Villarreal
Fernando E Villarreal
Submitted by: Principal/Program Adm.

Manuel Hinojosa
Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nellie Cantu
Dr. Nellie Cantu
Approved by: Deputy Superintendent
7/28/2020

Approved for Submission to Board of Education:

René Gutierrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Date: July 22, 2020

To: Mr. Fernando Villarreal
Project/Facilities Manager
4350 Morrison Rd.
Brownsville, TX 78526

Re: Brownsville ISD Multi-Campus
Roof Replacement Project Phase I
CSP #19-134

ARMKO INDUSTRIES, INC.
1320 Spinks Rd.
Flower Mound, TX 75028
888.874.1388 / Fax: 972.874.1391
www.armko.com

Mr. Villarreal;

In accordance to the Contract Documents, based on our on-site observations, we certify that to the best of our knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and we recommend the Contractor (Argio Roofing & Construction, LLC) is entitled to payment of the amount certified on the attached Application and Certificate for Payment #5.

Should you have any questions or need further assistance please contact me.

Respectfully,

Dean Brown, PE
Structural Engineer
Armko Industries, Inc.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER:	**Brownsville ISD** **1900 E. Price Road** **Brownsville, TX 78521**	**PROJECT:** **CSP #19 -134 Multi-Campus Roof Replacement** **Phase I** **El Jardin ES Units G & H** **Russell ES Unit I (Kitchen)** **Sharp ES Units B & G** **Yturria ES Full Replacement**	APPLICATION NUMBER: PERIOD TO: PURCHASE ORDER: CONTRACT DATE:	**5** **7/31/2020** **P352106** **07/11/19**	Distribution to ☐ OWNER ☐ CONSTRUCTION MANAGER ☐ ARCHITECT ☐ CONTRACTOR
CONTRACTOR:	**ARGIO Roofing & Construction, LLC** **29729 Norman Road** **Rio Hondo, TX 78583**				
CONSULTANT:	**Armko Industries**				

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract Continuation Sheet, AIA Document G703, is attached.

1	**ORIGINAL CONTRACT SUM**		$ 1,060,000.00
2	**Net Change By Change Orders**.....		$ -
3	**CONTRACT SUM TO DATE**	(Line 1 +2)	$ 1,060,000.00
4	**TOTAL COMPLETED & STORED TO DATE**..... (Column G on G703)		$ 737,217.33
5	**RETAINAGE:**		
	a 5% % of Completed Work (Columns D & E on G703)	$ 36,860.87	
	b 5% % of Stored Material (Column F on G703)	$ -	
	Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 36,860.87
6	**TOTAL EARNED LESS RETAINAGE**..... (Line 4 less Line 5 Total)		$ 700,356.46
7	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$ 589,956.82
8	**CURRENT PAYMENT DUE**		$ 110,399.64
9	**BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)		$ 359,643.54

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ -	
Total Approved this Month		
TOTALS	$ -	$ -
NET CHANGES by Change Order		$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: ARGIO ROOFING & CONSTRUCTION, LLC

BY: _____ DATE: 7-21-2020

State of: TEXAS County of : CAMERON
Subscribed and sworn before me this 21st day of July 20 20
Notary Public: Annabel Garcia
My Commission Expires: 09-03-2022

ANNABEL GARCIA
Notary ID #128370216
My Commission Expires
September 3, 2022

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ 110,399.64

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

By: _____ Date: _____

ENGINEER:
By: David Brown Date: 07-22-2020

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.

Argio Roofing & Construction, LLC

BISD CSP #19-134 Multi-Campus Roof Replacement Phase I

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: **5**
APPLICATION DATE **7/15/2020**
PERIOD TO: **7/31/2020**
PURCHASE ORDER: **P352106**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED 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 5%
	El Jardin ES - Unit H & Unit G								
1	Supervision	$1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
2	Mobilization	$750.00	$750.00	$0.00		$750.00	100%	$0.00	$37.50
3	Submittals	$500.00	$500.00	$0.00		$500.00	100%	$0.00	$25.00
4	Demobilization	$200.00	$200.00	$0.00		$200.00	100%	$0.00	$10.00
5	Insurance & Bonds	$1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
6	Building Permit	$228.90	$228.90	$0.00		$228.90	100%	$0.00	$11.45
7	Wind Storm Registration	$190.75	$190.75	$0.00		$190.75	100%	$0.00	$9.54
8	Wind Storm Certificate	$190.75	$95.38	($0.00)		$95.38	50%	$95.38	$4.77
9	Storage, Rental Equipment, Fence	$989.25	$989.25	$0.00		$989.25	100%	$0.00	$49.46
10	Firestone Final Inspection	$245.25	$0.00	$0.00		$0.00	0%	$245.25	$0.00
11	Firestone BaseGard SA	$1,934.75	$1,934.75	$0.00		$1,934.75	100%	$0.00	$96.74
12	Firestone SBS Poly Torch Base	$3,156.25	$3,156.25	$0.00		$3,156.25	100%	$0.00	$157.81
13	Firestone SBS Premium FR Torch	$4,422.50	$4,422.50	$0.00		$4,422.50	100%	$0.00	$221.13
14	Firestone LWC Fasteners	$408.75	$408.75	$0.00		$408.75	100%	$0.00	$20.44
15	Firestone 1/2" Cover Board	$2,697.75	$2,697.75	$0.00		$2,697.75	100%	$0.00	$134.89
16	Q Panel	$109.00	$109.00	$0.00		$109.00	100%	$0.00	$5.45
17	Firestone Taper	$1,498.75	$1,498.75	$0.00		$1,498.75	100%	$0.00	$74.94
18	Firestone ISO 1.5	$3,282.38	$3,282.38	$0.00		$3,282.38	100%	$0.00	$164.12
19	Firestone ISO 1.8	$1,132.12	$1,132.12	$0.00		$1,132.12	100%	$0.00	$56.61
20	Firestone ISO 2.0	$599.50	$599.50	$0.00		$599.50	100%	$0.00	$29.98
21	Firestone Accessories	$408.75	$408.75	$0.00		$408.75	100%	$0.00	$20.44
22	Leads	$354.25	$354.25	$0.00		$354.25	100%	$0.00	$17.71
23	Cant Strip	$81.75	$81.75	$0.00		$81.75	100%	$0.00	$4.09

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Argio Roofing & Construction, LLC

BISD CSP #19-134 Multi-Campus Roof Replacement Phase I

CONTINUATION SHEET

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APPLICATION NO: **5**
APPLICATION DATE **7/15/2020**
PERIOD TO: **7/31/2020**
PURCHASE ORDER: **P352106**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED 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 5%
24	Roofing Accessories	$136.25	$136.25	$0.00		$136.25	100%	$0.00	$6.81
25	2x6	$1,607.75	$1,607.75	$0.00		$1,607.75	100%	$0.00	$80.39
26	2x8	$136.25	$136.25	$0.00		$136.25	100%	$0.00	$6.81
27	3/4 Plywood	$245.25	$245.25	$0.00		$245.25	100%	$0.00	$12.26
28	Roof Tear Off & Disposal	$ 1,750.00	$1,750.00	$0.00		$1,750.00	100%	$0.00	$87.50
29	Labor Install Wood Blocking	$ 1,750.00	$1,750.00	$0.00		$1,750.00	100%	$0.00	$87.50
30	Labor Install ISO	$ 1,243.10	$1,243.10	$0.00		$1,243.10	100%	$0.00	$62.16
31	Labor Install Dens Deck	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
32	Labor Install Base Ply	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
33	Labor Install Cap Sheet	$ 1,750.00	$1,750.00	$0.00		$1,750.00	100%	$0.00	$87.50
34	Labor Install Flashing	$ 750.00	$750.00	$0.00		$750.00	100%	$0.00	$37.50
35	Metal Flat Stock	$ 2,750.00	$2,750.00	$0.00		$2,750.00	100%	$0.00	$137.50
36	Fabricate Fascia	$ 850.00	$850.00	$0.00		$850.00	100%	$0.00	$42.50
37	Fabricate Gutter	$ 2,000.00	$2,000.00	$0.00		$2,000.00	100%	$0.00	$100.00
38	Labor Cornice & Soffit	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
39	Fabricate DownSpouts	$ 2,000.00	$2,000.00	$0.00		$2,000.00	100%	$0.00	$100.00
40	Splash Blocks	$ 3,000.00	$3,000.00	$0.00		$3,000.00	100%	$0.00	$150.00
41	Labor Fascia	$ 650.00	$650.00	$0.00		$650.00	100%	$0.00	$32.50
42	Labor Gutter	$ 1,400.00	$1,400.00	$0.00		$1,400.00	100%	$0.00	$70.00
43	Labor DownSpouts	$ 1,300.00	$1,300.00	$0.00		$1,300.00	100%	$0.00	$65.00
	Total El Jardin	**$ 51,700.00**	**$ 51,359.38**	**$ (0.00)**	**$ -**	**$ 51,359.38**	**99%**	**$ 340.63**	**$ 2,567.97**
	Russell ES - Unit I Kitchen								
44	Supervision	$ 500.00	$0.00	$0.00		$0.00	0%	$500.00	$0.00
45	Mobilization	$ 250.00	$125.00	$0.00		$125.00	50%	$125.00	$6.25

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Argio Roofing & Construction, LLC **BISD CSP #19-134 Multi-Campus Roof Replacement Phase I**

CONTINUATION SHEET

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PERIOD TO: **7/31/2020**
PURCHASE ORDER: **P352106**

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED 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 5%
46	Submittals	$ 250.00	$250.00	$0.00		$250.00	100%	$0.00	$12.50
47	Demobilization	$ 140.00	$0.00	$0.00		$0.00	0%	$140.00	$0.00
48	Insurance & Bonds	$ 500.00	$500.00	$0.00		$500.00	100%	$0.00	$25.00
49	Building Permit	$ 168.00	$168.00	$0.00		$168.00	100%	$0.00	$8.40
50	Wind Storm Registration	$ 140.00	$140.00	$0.00		$140.00	100%	$0.00	$7.00
51	Wind Storm Certificated	$ 140.00	$0.00	$0.00		$0.00	0%	$140.00	$0.00
52	Storage, Rental Equipment, Fence	$ 250.00	$125.00	$0.00		$125.00	50%	$125.00	$6.25
53	Firestone Final Inspection	$ 180.00	$0.00	$0.00		$0.00	0%	$180.00	$0.00
54	Firestone BaseGard SA	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
55	Firestone SBS Poly Torch Base	$ 1,200.00	$1,200.00	$0.00		$1,200.00	100%	$0.00	$60.00
56	Firestone SBS Premium FR Torch	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
57	Firestone LWC Fasteners	$ 300.00	$300.00	$0.00		$300.00	100%	$0.00	$15.00
58	Firestone 1/2" Cover Board	$ 900.00	$900.00	$0.00		$900.00	100%	$0.00	$45.00
59	Q Panel	$ 80.00	$80.00	$0.00		$80.00	100%	$0.00	$4.00
60	Firestone Taper	$ 700.00	$700.00	$0.00		$700.00	100%	$0.00	$35.00
61	Firestone ISO 1.5	$ 1,640.00	$1,640.00	$0.00		$1,640.00	100%	$0.00	$82.00
62	Firestone ISO 1.8	$ 580.00	$580.00	$0.00		$580.00	100%	$0.00	$29.00
63	Firestone ISO 2.0	$ 550.00	$550.00	$0.00		$550.00	100%	$0.00	$27.50
64	Firestone Accessories	$ 100.00	$100.00	$0.00		$100.00	100%	$0.00	$5.00
65	Leads	$ 160.00	$160.00	$0.00		$160.00	100%	$0.00	$8.00
66	Cant Strip	$ 60.00	$60.00	$0.00		$60.00	100%	$0.00	$3.00
67	Roofing Accessories	$ 100.00	$100.00	$0.00		$100.00	100%	$0.00	$5.00
68	2x6	$ 580.00	$0.00	$0.00		$0.00	0%	$580.00	$0.00
69	2x8	$ 100.00	$0.00	$0.00		$0.00	0%	$100.00	$0.00

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PURCHASE ORDER: **P352106**

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70	3/4 Plywood	$ 140.00	$0.00	$0.00		$0.00	0%	$140.00	$0.00
71	Roof Tear Off & Disposal	$ 2,000.00	$0.00	$0.00		$0.00	0%	$2,000.00	$0.00
72	Labor Install Wood Blocking	$ 1,000.00	$250.00	$0.00		$250.00	25%	$750.00	$12.50
73	Labor Install ISO	$ 400.00	$0.00	$0.00		$0.00	0%	$400.00	$0.00
74	Labor Install Dens Deck	$ 400.00	$0.00	$0.00		$0.00	0%	$400.00	$0.00
75	Labor Install Base Ply	$ 400.00	$0.00	$0.00		$0.00	0%	$400.00	$0.00
76	Labor Install Cap Sheet	$ 1,200.00	$0.00	$0.00		$0.00	0%	$1,200.00	$0.00
77	Labor Install Flashing	$ 250.00	$0.00	$0.00		$0.00	0%	$250.00	$0.00
78	Metal Flat Stock	$ 1,800.00	$1,800.00	$0.00		$1,800.00	100%	$0.00	$90.00
79	Fabricate Facia	$ 400.00	$0.00	$0.00		$0.00	0%	$400.00	$0.00
80	Fabricate Gutter	$ 1,500.00	$0.00	$0.00		$0.00	0%	$1,500.00	$0.00
81	Labor Cornice & Soffit	$ 700.00	$0.00	$0.00		$0.00	0%	$700.00	$0.00
82	Fabricate DownSpouts	$ 2,000.00	$0.00	$0.00		$0.00	0%	$2,000.00	$0.00
83	Splash Blocks	$ 1,500.00	$0.00	$0.00		$0.00	0%	$1,500.00	$0.00
84	Labor Facia	$ 250.00	$0.00	$0.00		$0.00	0%	$250.00	$0.00
85	Labor Gutter	$ 1,500.00	$0.00	$0.00		$0.00	0%	$1,500.00	$0.00
86	Labor DownSpouts	$ 1,600.00	$0.00	$0.00		$0.00	0%	$1,600.00	$0.00
87	Roof Tear Off & Disposal	$ 1,520.00	$0.00	$0.00		$0.00	0%	$1,520.00	$0.00
88	Install Wood Blocking	$ 200.00	$0.00	$0.00		$0.00	0%	$200.00	$0.00
89	Install ISO	$ 750.00	$0.00	$0.00		$0.00	0%	$750.00	$0.00
90	Install Dens Deck	$ 750.00	$0.00	$0.00		$0.00	0%	$750.00	$0.00
91	Install Base Ply	$ 750.00	$0.00	$0.00		$0.00	0%	$750.00	$0.00
92	Install Cap Sheet	$ 750.00	$0.00	$0.00		$0.00	0%	$750.00	$0.00
93	Install Flashing	$ 750.00	$0.00	$0.00		$0.00	0%	$750.00	$0.00

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94	Metal Flat Stock	$ 1,200.00	$1,200.00	$0.00		$1,200.00	100%	$0.00	$60.00
95	Fabricate Copping	$ 250.00	$0.00	$0.00		$0.00	0%	$250.00	$0.00
96	Fabricate Collector Heads	$ 350.00	$0.00	$0.00		$0.00	0%	$350.00	$0.00
97	Fabricate Scuppers	$ 250.00	$0.00	$0.00		$0.00	0%	$250.00	$0.00
98	Fabricate DownSpouts	$ 300.00	$0.00	$0.00		$0.00	0%	$300.00	$0.00
99	Splash Blocks	$ 222.00	$0.00	$0.00		$0.00	0%	$222.00	$0.00
100	Fabricate Wall Receiver	$ 300.00	$0.00	$0.00		$0.00	0%	$300.00	$0.00
101	Labor Copping	$ 450.00	$0.00	$0.00		$0.00	0%	$450.00	$0.00
102	Labor Collector Heads	$ 450.00	$0.00	$0.00		$0.00	0%	$450.00	$0.00
103	Labor Scuppers	$ 450.00	$0.00	$0.00		$0.00	0%	$450.00	$0.00
104	Labor DownSpouts	$ 400.00	$0.00	$0.00		$0.00	0%	$400.00	$0.00
105	Labor Wall Receiver	$ 300.00	$0.00	$0.00		$0.00	0%	$300.00	$0.00
	Total Russell	**$ 39,000.00**	**$ 12,928.00**	**$ -**	**$ -**	**$ 12,928.00**	**33%**	**$ 26,072.00**	**$ 646.40**
	Sharp ES - Unit B & Unit G								
106	Supervision	$ 5,500.00	$5,500.00	$0.00		$5,500.00	100%	$0.00	$275.00
107	Mobilization	$ 1,600.00	$1,600.00	$0.00		$1,600.00	100%	$0.00	$80.00
108	Submittals	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
109	Demobilization	$ 500.00	$500.00	$0.00		$500.00	100%	$0.00	$25.00
110	Insurance & Bonds	$ 2,149.25	$2,149.25	$0.00		$2,149.25	100%	$0.00	$107.46
111	Building Permit	$ 678.30	$678.30	$0.00		$678.30	100%	$0.00	$33.92
112	Wind Storm Registration	$ 565.25	$565.25	$0.00		$565.25	100%	$0.00	$28.26
113	Wind Storm Certificated	$ 565.25	$0.00	$0.00		$0.00	0%	$565.25	$0.00
114	Storage, Rental Equipment, Fence	$ 2,894.75	$2,894.75	$0.00		$2,894.75	100%	$0.00	$144.74
115	Firestone Final Inspection	$ 726.75	$0.00	$726.75		$726.75	100%	$0.00	$36.34

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Argio Roofing & Construction, LLC **BISD CSP #19-134 Multi-Campus Roof Replacement Phase I**

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116	Firestone BaseGard SA	$ 5,733.25	$5,733.25	$0.00		$5,733.25	100%	$0.00	$286.66
117	Firestone SBS Poly Torch Base	$ 9,093.75	$9,093.75	$0.00		$9,093.75	100%	$0.00	$454.69
118	Firestone SBS Premium FR Torch	$ 15,957.50	$15,957.50	$0.00		$15,957.50	100%	$0.00	$797.88
119	Firestone LWC Fasteners	$ 1,211.25	$1,211.25	$0.00		$1,211.25	100%	$0.00	$60.56
120	Firestone 1/2" Cover Board	$ 6,994.25	$6,994.25	$0.00		$6,994.25	100%	$0.00	$349.71
121	Q Panel	$ 323.00	$323.00	$0.00		$323.00	100%	$0.00	$16.15
122	Firestone Taper	$ 4,441.25	$4,441.25	$0.00		$4,441.25	100%	$0.00	$222.06
123	Firestone ISO 1.5	$ 8,770.11	$8,770.11	$0.00		$8,770.11	100%	$0.00	$438.51
124	Firestone ISO 1.8	$ 1,534.25	$1,534.25	$0.00		$1,534.25	100%	$0.00	$76.71
125	Firestone ISO 2.0	$ 4,553.64	$4,553.64	$0.00		$4,553.64	100%	$0.00	$227.68
126	Firestone Accessories	$ 1,211.25	$1,211.25	$0.00		$1,211.25	100%	$0.00	$60.56
127	Leads	$ 1,049.75	$1,049.75	$0.00		$1,049.75	100%	$0.00	$52.49
128	Cant Strip	$ 242.25	$242.25	$0.00		$242.25	100%	$0.00	$12.11
129	Roofing Accessories	$ 403.75	$403.75	$0.00		$403.75	100%	$0.00	$20.19
130	2x6	$ 4,764.25	$4,764.25	$0.00		$4,764.25	100%	$0.00	$238.21
131	2x8	$ 403.75	$403.75	$0.00		$403.75	100%	$0.00	$20.19
132	3/4 Plywood	$ 683.20	$683.20	$0.00		$683.20	100%	$0.00	$34.16
133	Roof Tear Off & Disposal	$ 7,500.00	$7,500.00	$0.00		$7,500.00	100%	$0.00	$375.00
134	Install Wood Blocking	$ 15,000.00	$15,000.00	$0.00		$15,000.00	100%	$0.00	$750.00
135	Install ISO	$ 3,750.00	$3,750.00	$0.00		$3,750.00	100%	$0.00	$187.50
136	Install Dens Deck	$ 3,750.00	$3,750.00	$0.00		$3,750.00	100%	$0.00	$187.50
137	Install Base Ply	$ 3,250.00	$3,250.00	$0.00		$3,250.00	100%	$0.00	$162.50
138	Install Cap Sheet	$ 3,250.00	$3,250.00	$0.00		$3,250.00	100%	$0.00	$162.50
139	Install Flashing	$ 3,250.00	$3,250.00	$0.00		$3,250.00	100%	$0.00	$162.50

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Argio Roofing & Construction, LLC **BISD CSP #19-134 Multi-Campus Roof Replacement Phase I**

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140	Metal Flat Stock	$ 7,500.00	$7,500.00	$0.00		$7,500.00	100%	$0.00	$375.00
141	Fabricate Facia	$ 1,450.00	$1,450.00	$0.00		$1,450.00	100%	$0.00	$72.50
142	Fabricate Gutter	$ 4,250.00	$4,250.00	$0.00		$4,250.00	100%	$0.00	$212.50
143	Fabricate Soffit & Cornice	$ 3,250.00	$3,250.00	$0.00		$3,250.00	100%	$0.00	$162.50
144	Fabricate DownSpouts	$ 1,750.00	$1,750.00	$0.00		$1,750.00	100%	$0.00	$87.50
145	Splash Blocks	$ 750.00	$750.00	$0.00		$750.00	100%	$0.00	$37.50
146	Labor Install Facia	$ 1,250.00	$1,250.00	$0.00		$1,250.00	100%	$0.00	$62.50
147	Labor Gutter	$ 6,250.00	$6,250.00	$0.00		$6,250.00	100%	$0.00	$312.50
148	Labor Soffit & Cornice	$ 4,300.00	$4,300.00	$0.00		$4,300.00	100%	$0.00	$215.00
149	Labor DownSpouts	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
	Total Sharp	**$ 155,050.00**	**$ 153,758.00**	**$ 726.75**	**$ -**	**$ 154,484.75**	**100%**	**$ 565.25**	**$ 7,724.24**
	Yturria Elementary School								
150	Supervision	$ 30,000.00	$4,500.00	$7,500.00		$12,000.00	40%	$18,000.00	$600.00
151	Mobilization	$ 12,276.00	$11,485.00	$0.00		$11,485.00	100%	$791.00	$574.25
152	Submittals	$ 7,068.00	$7,068.00	$0.00		$7,068.00	100%	$0.00	$353.40
153	Demobilization	$ 2,500.00	$0.00	$0.00		$0.00	0%	$2,500.00	$0.00
154	Insurance & Bonds	$ 14,508.00	$14,508.00	$0.00		$14,508.00	100%	$0.00	$725.40
155	Building Permit	$ 3,124.80	$3,124.80	$0.00		$3,124.80	100%	$0.00	$156.24
156	Wind Storm Registration	$ 2,604.00	$2,604.00	$0.00		$2,604.00	100%	$0.00	$130.20
157	Wind Storm Certificate	$ 2,604.00	$791.00	$0.00		$791.00	40%	$1,813.00	$39.55
158	Storage, Rental Equipment, Fence	$ 27,156.00	$6,789.00	$4,073.40		$10,862.40	40%	$16,293.60	$543.12
159	Firestone Final Inspection	$ 3,348.00	$0.00	$0.00		$0.00	0%	$3,348.00	$0.00
160	Firestone BaseGard SA	$ 28,000.00	$28,000.00	$0.00		$28,000.00	100%	$0.00	$1,400.00
161	Firestone SBS Poly Torch Base	$ 58,000.00	$58,000.00	$0.00		$58,000.00	100%	$0.00	$2,900.00

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CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: **5**
APPLICATION DATE **7/15/2020**
PERIOD TO: **7/31/2020**
PURCHASE ORDER: **P352106**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED 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 5%
162	Firestone SBS Premium FR Torch	$ 98,000.00	$98,000.00	$0.00		$98,000.00	100%	$0.00	$4,900.00
163	Firestone 1/2" Cover Board	$ 40,000.00	$40,000.00	$0.00		$40,000.00	100%	$0.00	$2,000.00
164	Q Panel	$ 2,488.00	$0.00	$0.00		$0.00	40%	$2,488.00	$0.00
165	Firestone Taper	$ 2,000.00	$2,000.00	$0.00		$2,000.00	100%	$0.00	$100.00
166	Firestone ISO 1.5	$ 74,000.00	$74,000.00	$0.00		$74,000.00	100%	$0.00	$3,700.00
167	Firestone ISO 2.0	$ 4,000.00	$4,000.00	$0.00		$4,000.00	100%	$0.00	$200.00
168	Firestone Accessories	$ 6,580.00	$6,580.00	$0.00		$6,580.00	100%	$0.00	$329.00
169	Leads	$ 5,836.00	$5,836.00	$0.00		$5,836.00	100%	$0.00	$291.80
170	Cant Strip	$ 2,116.00	$2,116.00	$0.00		$2,116.00	100%	$0.00	$105.80
171	Roofing Accessories	$ 2,860.00	$2,860.00	$0.00		$2,860.00	100%	$0.00	$143.00
172	2x6	$ 21,000.00	$4,200.00	$10,500.00		$14,700.00	70%	$6,300.00	$735.00
173	2x8	$ 2,500.00	$500.00	$1,250.00		$1,750.00	70%	$750.00	$87.50
174	3/4 Plywood	$ 4,000.00	$800.00	$2,000.00		$2,800.00	70%	$1,200.00	$140.00
175	Waterproofing	$ 9,500.00	$0.00	$0.00		$0.00	0%	$9,500.00	$0.00
176	Roof Tear Off & Disposal	$ 40,000.00	$8,000.00	$20,000.00		$28,000.00	70%	$12,000.00	$1,400.00
177	Install Wood Blocking	$ 11,500.00	$2,300.00	$5,750.00		$8,050.00	70%	$3,450.00	$402.50
178	Install ISO	$ 19,500.00	$3,900.00	$9,750.00		$13,650.00	70%	$5,850.00	$682.50
179	Install Dens Deck	$ 19,500.00	$3,900.00	$9,750.00		$13,650.00	70%	$5,850.00	$682.50
180	Install Base Ply	$ 35,500.00	$7,100.00	$17,750.00		$24,850.00	70%	$10,650.00	$1,242.50
181	Install Cap Sheet	$ 36,500.00	$0.00	$0.00		$0.00	0%	$36,500.00	$0.00
182	Install Flashing	$ 5,250.00	$0.00	$0.00		$0.00	0%	$5,250.00	$0.00
183	Metal Flat Stock	$ 15,000.00	$0.00	$7,500.00		$7,500.00	50%	$7,500.00	$375.00
184	Wall Panels	$ 4,500.00	$0.00	$0.00		$0.00	0%	$4,500.00	$0.00
185	Fabricate Copping	$ 3,200.00	$0.00	$0.00		$0.00	0%	$3,200.00	$0.00

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Argio Roofing & Construction, LLC **BISD CSP #19-134 Multi-Campus Roof Replacement Phase I**

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: **5**
APPLICATION DATE **7/15/2020**
PERIOD TO: **7/31/2020**
PURCHASE ORDER: **P352106**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED 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 5%
186	Fabricate Metal Edge	$ 17,000.00	$0.00	$6,800.00		$6,800.00	40%	$10,200.00	$340.00
187	Fabricate Scuppers	$ 3,000.00	$0.00	$1,200.00		$1,200.00	40%	$1,800.00	$60.00
188	Fabricate DownSpouts	$ 6,781.20	$0.00	$0.00		$0.00	0%	$6,781.20	$0.00
189	Labor Install Copping	$ 2,700.00	$0.00	$0.00		$0.00	0%	$2,700.00	$0.00
190	Labor Metal edge	$ 17,500.00	$0.00	$7,000.00		$7,000.00	40%	$10,500.00	$350.00
191	Labor Scuppers	$ 3,250.00	$0.00	$1,300.00		$1,300.00	40%	$1,950.00	$65.00
192	Labor DownSpouts	$ 7,500.00	$0.00	$0.00		$0.00	0%	$7,500.00	$0.00
	Total Yturria	**$ 714,250.00**	**$ 402,961.80**	**$ 112,123.40**	**$0.00**	**$ 515,085.20**	**72%**	**$ 199,164.80**	**$ 25,754.26**
	Contingency Allowances								
193	Yturria Elementary School	$ 80,000.00	$0.00	$0.00		$0.00	0%	$80,000.00	$0.00
194	El Jardin ES Unite G & Unit H	$ 5,000.00	$0.00	$0.00		$0.00	0%	$5,000.00	$0.00
195	Russell ES - Unit I Kitchen	$ 3,000.00	$0.00	$0.00		$0.00	0%	$3,000.00	$0.00
196	Sharp ES - Unit B & Unit G	$ 12,000.00	$0.00	$3,360.00		$3,360.00	28%	$8,640.00	$168.00
	TOTAL	**$ 1,060,000.00**	**$ 621,007.18**	**$ 116,210.15**	**$ -**	**$ 737,217.33**	**70%**	**$ 322,782.68**	**$ 36,860.87**

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Name: BISD Multi-Campus Roofing Phase 1 (El Jardin ES- Units G&H; Russell ES-Unit I; Sharp ES-Units B&G; Yturria ES Full Roof)
Job No: CSP#19-134

On receipt by the signer of this document of a check from Brownsville ISD (*maker of check)* in the sum of $110,399.64 payable to Argio Roofing & Construction, LLC (*payee or payees of check)* and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statue, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statue related to claim or payment rights for persons in the signer's position that the signer has on the property of Brownsville ISD (*owner)* located at 1900 E. Price Rd., Brownsville, TX 78521, (*location*) to the following extent: BISD Multi-Campus Roofing Phase 1 at El Jardin ES-Units G&H; Russell ES-Unit I; Sharp ES-Units B&G; & Yturria ES Full Roof CSP#19-134 (*job description).*

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Brownsville Ind. School District (*person with whom signer contracted)* as indicated in the attached statement (s) or progress payment request (s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement (s) or progress payment request(s).

Date: 7-21-2020

Company Name: Argio Roofing & Construction, LLC

By: Rogerio Escobedo

Signature: _____

Title: President

SUBSCRIBED AND SWORN TO BEFORE ME this the 21st day of July, 2020.

ANNABEL GARCIA
Notary ID #128370216
My Commission Expires
September 3, 2022

NOTARY PUBLIC, in and for the State of Texas

Signature: Annabel Garcia

My Commission Expires: 09/03/2022

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

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 #6
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:		$2,746,380.28
Retainage:		
5% Retainage of Complete Work:	$137,319.06	
5% Retainage on Stored Materials:	$0.00	
Total Retainage:	$137,319.06	
Total Earned Less Retainage:		$2,609,061.22
Less Previous Certificates of Payment:		$2,041,183.41
Current Payment Due:		**$567,877.81**
Balance to Finish Plus Retainage:		$825,838.78

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $567,877.81

RECOMMENDATION:

Recommend approval of Payment #6 for $567,877.81 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
7/28/20

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

July 20, 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 #6

Dear Mr. Villarreal,

We reviewed payment application #6 dated 07/09/2020 in the amount of $ 567,877.81, and we take no exceptions. This payment application is for work to be completed in the month of July.

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: 0006
PERIOD FROM: 7/1/2020
PERIOD TO: 7/31/2020
PROJECT NO: 45190
ARCH PROJ NO:
CONTRACT DATE: 12/6/19
APPLICATION DATE: 7/7/2020
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	$	2,746,380.28
RETAINAGE:		
5.00% OF COMPLETED WORK	$	137,319.06
0.00% OF STORED MATERIAL	$	0.00
TOTAL RETAINAGE	$	137,319.06
TOTAL EARNED LESS RETAINAGE	$	2,609,061.22
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	$	0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	2,041,183.41
CURRENT PAYMENT DUE	$	567,877.81
BALANCE TO FINISH INCLUDING RETAINAGE	$	825,838.78

(See Attached Pages for Original Contract and Change Order Breakdown.)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were payments have been received from Owner, and the current payment shown herein is now due.

CONTRACTOR: Victoria Air Conditioning, LTD.

By: Rebecca Doebbler Date: 7/9/2020
Rebecca Doebbler, CFO

State of: Texas
County of: Victoria

Subscribed and sworn to before me this 9 day of July 20

NOTARY PUBLIC:
Signed: Jennifer Marr
My Commission Expires: 5/9/23

JENNIFER MARR
Notary Public
Notary ID# 12861414-1
State of Texas
Comm. Exp. 05-09-2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect 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 $ 567,877.81

(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: 7/9/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ORIGINAL CONTRACT PAGE 1

FROM: 200 S. Ben Jordan
P.O. Box 3882
Victoria, TX 77901
Ph. (361) 578-5241.....Fax 576-0811

PROJECT: Rivera ECHS HVAC and Lighting Upgrade - Brownsville ISD PO# P355823

PROJECT NO: 45190

APPLICATION NUMBER: 0006
APPLICATION DATE: 7/7/2020
PERIOD FROM: 7/1/2020
PERIOD TO: 7/31/2020

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	0.00	12,780.00	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	536,702.40	151,377.60	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	0.00	0.00	151,160.10	78.0%	42,634.90	7,558.01
45190-008	Alternate #2 Extended Warranty RTU's & ERU's	109,615.00	0.00	0.00	0.00	0.00	0.0%	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	17,405.00	17,405.00	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	3,355.00	7,112.60	0.00	10,467.60	78.0%	2,952.40	523.38
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	8,000.00	2,000.00	0.00	10,000.00	100.0%	0.00	500.00
45190-017	Piping - Labor	8,000.00	1,600.00	4,000.00	0.00	5,600.00	70.0%	2,400.00	280.00
45190-018	Ceiling Work - Material	40,000.00	12,000.00	16,000.00	0.00	28,000.00	70.0%	12,000.00	1,400.00
45190-019	Ceiling Work - Labor	30,000.00	6,000.00	9,000.00	0.00	15,000.00	50.0%	15,000.00	750.00
45190-020	Structural Steel - Material	20,000.00	16,000.00	4,000.00	0.00	20,000.00	100.0%	0.00	1,000.00
45190-021	Structural Steel - Labor	10,000.00	5,000.00	1,600.00	0.00	6,600.00	66.0%	3,400.00	330.00
45190-022	Demolition - Material	12,000.00	9,600.00	2,400.00	0.00	12,000.00	100.0%	0.00	600.00

45190-023	Demolition - Labor	35,000.00	26,250.00	3,500.00	0.00	29,750.00	85.0%	5,250.00	1,487.50
45190-024	Start Up & Verification	6,000.00	0.00	0.00	0.00	0.00	0.0%	6,000.00	0.00
45190-025	O&Ms	500.00	0.00	0.00	0.00	0.00	0.0%	500.00	0.00
45190-026	Demobilization	500.00	0.00	0.00	0.00	0.00	0.0%	500.00	0.00
45190-027	Insulation Sub	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-028	Pipe - Material	4,620.00	0.00	0.00	0.00	0.00	0.0%	4,620.00	0.00
45190-029	Pipe - Labor	4,860.00	0.00	0.00	0.00	0.00	0.0%	4,860.00	0.00
45190-030	Duct - Material	1,530.00	0.00	0.00	0.00	0.00	0.0%	1,530.00	0.00
45190-031	Duct - Labor	2,830.00	0.00	0.00	0.00	0.00	0.0%	2,830.00	0.00
45190-032	Controls Sub	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-033	Approved Submittals	9,699.00	4,849.50	4,364.55	0.00	9,214.05	95.0%	484.95	460.71
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	61,103.70	3,394.65	0.00	64,498.35	95.0%	3,394.65	3,224.92
45190-036	Software & System Programing	38,796.00	15,518.40	15,518.40	0.00	31,036.80	80.0%	7,759.20	1,551.84
45190-037	System Verification & Close Out	29,097.00	0.00	11,638.80	0.00	11,638.80	40.0%	17,458.20	581.94
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	0.00	424.00	0.00	424.00	3.1%	13,156.00	21.20
45190-043	Gear - Package	11,000.00	7,260.00	3,740.00	0.00	11,000.00	100.0%	0.00	550.00
45190-044	Lighting Package	827,156.00	628,638.56	90,987.16	0.00	719,625.72	87.0%	107,530.28	35,981.29
45190-045	Demolition ES - 10	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-046	Material	4,400.00	0.00	3,300.00	0.00	3,300.00	75.0%	1,100.00	165.00
45190-047	Labor	7,700.00	0.00	4,389.00	0.00	4,389.00	57.0%	3,311.00	219.45
45190-048	Demolition ED - 1.0	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-049	Material	8,800.00	8,800.00	0.00	0.00	8,800.00	100.0%	0.00	440.00
45190-050	Labor	29,700.00	28,512.00	594.00	0.00	29,106.00	98.0%	594.00	1,455.30
45190-051	Demolition ED - 1.1	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-052	Material	6,600.00	4,158.00	2,178.00	0.00	6,336.00	96.0%	264.00	316.80
45190-053	Labor	18,700.00	10,659.00	5,610.00	0.00	16,269.00	87.0%	2,431.00	813.45
45190-054	Demolition ED - 1.2	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-055	Material	2,200.00	550.00	0.00	0.00	550.00	25.0%	1,650.00	27.50

45190-056	Labor	4,950.00	544.50	0.00	0.00	544.50	11.0%	4,405.50	27.23
45190-057	Demolition ED - 1.3	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-058	Material	4,400.00	1,100.00	1,672.00	0.00	2,772.00	63.0%	1,628.00	138.60
45190-059	Labor	19,800.00	2,178.00	9,900.00	0.00	12,078.00	61.0%	7,722.00	603.90
45190-060	Demoliation ED - 1.4	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-061	Material	3,300.00	561.00	0.00	0.00	561.00	17.0%	2,739.00	28.05
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	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	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-067	Material	2,200.00	0.00	1,100.00	0.00	1,100.00	50.0%	1,100.00	55.00
45190-068	Labor	9,900.00	0.00	4,950.00	0.00	4,950.00	50.0%	4,950.00	247.50
45190-069	Demolition ED 1.7	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-070	Material	3,300.00	0.00	3,300.00	0.00	3,300.00	100.0%	0.00	165.00
45190-071	Labor	13,200.00	0.00	13,200.00	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	0.00	8,745.00	0.00	8,745.00	53.0%	7,755.00	437.25
45190-074	Labor	77,000.00	0.00	54,670.00	0.00	54,670.00	71.0%	22,330.00	2,733.50
45190-075	New E - 1.0	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-076	Material	16,500.00	16,500.00	0.00	0.00	16,500.00	100.0%	0.00	825.00
45190-077	Labor	44,000.00	40,920.00	0.00	0.00	40,920.00	93.0%	3,080.00	2,046.00
45190-078	New E - 1.1	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-079	Material	16,500.00	12,045.00	1,155.00	0.00	13,200.00	80.0%	3,300.00	660.00
45190-080	Labor	38,500.00	16,555.00	6,545.00	0.00	23,100.00	60.0%	15,400.00	1,155.00
45190-081	New E - 1.3	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-082	Material	5,500.00	1,100.00	0.00	0.00	1,100.00	20.0%	4,400.00	55.00
45190-083	Labor	13,750.00	0.00	0.00	0.00	0.00	0.0%	13,750.00	0.00
45190-084	New E - 1.3	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-085	Material	11,000.00	2,200.00	8,800.00	0.00	11,000.00	100.0%	0.00	550.00
45190-086	Labor	22,000.00	0.00	11,000.00	0.00	11,000.00	50.0%	11,000.00	550.00
45190-087	New E - 1.4	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-088	Material	11,000.00	2,200.00	0.00	0.00	2,200.00	20.0%	8,800.00	110.00
45190-089	Labor	22,000.00	0.00	0.00	0.00	0.00	0.0%	22,000.00	0.00

45190-090	New E - 1.5	0.00	0.00	0.00	0.00	0.00	0.0%	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	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	33,000.00	5,720.00	0.00	38,720.00	88.0%	5,280.00	1,936.00
45190-096	New E - 1.7	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-097	Material	11,893.00	0.00	11,893.00	0.00	11,893.00	100.0%	0.00	594.65
45190-098	Labor	33,000.00	0.00	16,500.00	0.00	16,500.00	50.0%	16,500.00	825.00
45190-099	New E - 1.8	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	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-103	Material	16,500.00	0.00	11,055.00	0.00	11,055.00	67.0%	5,445.00	552.75
45190-104	Labor	39,204.00	0.00	32,931.36	0.00	32,931.36	84.0%	6,272.64	1,646.57
45190-105	Roofing Sub	17,316.00	0.00	17,316.00	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**	**2,148,614.16**	**597,766.12**	**0.00**	**2,746,380.28**	**80.0%**	**688,519.72**	**137,319.06**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Payment to Contractor
American Contracting USA, Inc.
Multi-Campus Roof Replacement Phase II Project

X Action
___ Information
___ Discussion

BACKGROUND:

Firm:	Project:		Amount:
American Contracting USA, Inc.	**Multi-Campus Roof Replacement Phase II**		Payment #7
	Original Contract Fee Amount:		$886,000.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$886,000.00
	Total Completed & Stored to Date:		$596,683.50
	Retainage:		
	5% Retainage of Complete Work:	$29,834.18	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$29,834.18	
	Total Earned Less Retainage:		$566,849.33
	Less Previous Certificates of Payment:		$503,172.25
	Current Payment Due:		**$63,677.07**
	Balance to Finish Plus Retainage:		$319,150.68

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $63,677.07

RECOMMENDATION:

Recommend approval of Payment #7 for $63,677.07 as partial payment to American Contracting USA, Inc. for Construction Services work completed on the Multi-Campus Roof Replacement Phase II project to be paid from Maintenance Tax Note Fund 189.

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
7/28/20

Approved for Submission to Board of Education:

Rene Gutierrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Date: July 13, 2020

To: Mr. Fernando Villarreal
Project/Facilities Manager
4350 Morrison Rd.
Brownsville, TX 78526

Re: Brownsville ISD Multi-Campus
Roof Replacement Project Phase II
CSP #19-109

ARMKO INDUSTRIES, INC.
1320 Spinks Rd.
Flower Mound, TX 75028
888.874.1388 / Fax: 972.874.1391
www.armko.com

Mr. Villarreal;

In accordance to the Contract Documents, based on our on-site observations, we certify that to the best of our knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and we recommend the Contractor (American Contracting USA, Inc.) is entitled to payment of the amount certified on the attached Application and Certificate for Payment #7.

Should you have any questions or need further assistance please contact me.

Respectfully,

Dean Brown, PE
Structural Engineer
Armko Industries, Inc.

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Brownsville Independent School District 1900 E. Price Road, Room #107 Brownsville, TX 78521	**PROJECT:** Brownsville ISD Multi-Campus Roof Replacement Phase II	**APPLICATION NO:** SEVEN **PERIOD TO:** 07/09/2020 **CONTRACT FOR:** **CONTRACT DATE:** **PROJECT NOS:** / /	**Distribution to:** OWNER ☒ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR: American Contracting USA, Inc. 1606 S. Reynolds Rio Hondo, TX 78583	**VIA ARCHITECT:** Armko Industries, Inc. 1320 Spinks Road Flower Mound, TX 75028		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	$	886,000.00
2. NET CHANGE BY CHANGE ORDERS	$	0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*	$	886,000.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*	$	596,683.50
5. RETAINAGE:		
a. 5 % of Completed Work *(Columns D + E on G703)*	$	29,834.18
b. 5 % of Stored Material *(Column F on G703)*	$	0.00
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*	$	29,834.18
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*	$	566,849.32
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*	$	503,172.25
8. CURRENT PAYMENT DUE	$	63,677.07
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$	319,150.68

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this month	$	$
TOTAL	$	$
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: American Contracting USA, Inc.
By: [signature] Date: 07-13-20
State of: Texas
County of: Cameron
Subscribed and sworn to before me this 13th day of July 2020
Notary Public: [signature]
My commission expires: April 19, 2021

IMELDA G. FLORES NOTARY PUBLIC STATE OF TEXAS

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 ..... $ 63,677.07

(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:~~ ENGINEER
By: [signature] Date: 7/13/2020

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.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Brownsville ISD
Multi-Campus Roof Replacement Project
Phase II
Schedule of Values

CONTINUATION SHEET **AIA DOCUMENT G703** (INSTRUCTIONS ON REVERSE SIDE Page 2 of 2 pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on contracts where variable retainage for line items may apply.

APPLICATION NUMBER: SEVEN
APPLICATION DATE:
PERIOD TO / FROM:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	WORK COMPLETED FROM PREVIOUS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
	Cummings Middle School								
1	General Conditions	$83,250.00	$74,925.00	$4,162.50	$0.00	$79,087.50	95%	$4,162.50	$3,954.38
2	Storage Container	$700.00	$630.00	$35.00	$0.00	$665.00	95%	$35.00	$33.25
3	Portable	$500.00	$450.00	$25.00	$0.00	$475.00	95%	$25.00	$23.75
4	Equipment	$6,000.00	$5,400.00	$300.00	$0.00	$5,700.00	95%	$300.00	$285.00
5	Bonds	$4,000.00	$4,000.00	$0.00	$0.00	$4,000.00	100%	$0.00	$200.00
6	Insurances	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100%	$0.00	$300.00
7	Mobilization	$2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100%	$0.00	$100.00
8	Dumpsters	$6,500.00	$6,500.00	$0.00	$0.00	$6,500.00	100%	$0.00	$325.00
9	Roofing Materials - Base sheet and plies	$17,000.00	$17,000.00	$0.00	$0.00	$17,000.00	100%	$0.00	$850.00
10	Roofing Materials - Cap Sheet	$27,000.00	$27,000.00	$0.00	$0.00	$27,000.00	100%	$0.00	$1,350.00
11	Roofing Materials - Misc. Adhesives, Fasteners, & Etc.	$26,000.00	$26,000.00	$0.00	$0.00	$26,000.00	100%	$0.00	$1,300.00
12	Roofing Labor - Base Sheet & Plies	$7,500.00	$7,500.00	$0.00	$0.00	$7,500.00	100%	$0.00	$375.00
13	Roofing Labor - Cap Sheet	$7,500.00	$6,375.00	$750.00	$0.00	$7,125.00	95%	$375.00	$356.25
14	Insulation Materials - Insulation	$57,000.00	$57,000.00	$0.00	$0.00	$57,000.00	100%	$0.00	$2,850.00
15	Insulation Materials - Coverboard	$13,000.00	$13,000.00	$0.00	$0.00	$13,000.00	100%	$0.00	$650.00
16	Insulation Labor - Insulation	$7,500.00	$7,500.00	$0.00	$0.00	$7,500.00	100%	$0.00	$375.00
17	Insulation Labor - Coverboard	$7,500.00	$7,500.00	$0.00	$0.00	$7,500.00	100%	$0.00	$375.00
18	Sheet Metal - Material	$8,000.00	$8,000.00	$0.00	$0.00	$8,000.00	100%	$0.00	$400.00
19	Sheet Metal - Labor (Fabrication)	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100%	$0.00	$300.00
20	Sheet Metal - Labor (Installation)	$6,000.00	$5,700.00	$300.00	$0.00	$6,000.00	100%	$0.00	$300.00
21	Carpentry Materials	$4,000.00	$4,000.00	$0.00	$0.00	$4,000.00	100%	$0.00	$200.00
22	Carpentry Labor	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100%	$0.00	$300.00
23	Demobilization	$2,000.00	$0.00	$0.00	$0.00	$0.00	0%	$2,000.00	$0.00
24	Warranty	$1,050.00	$0.00	$0.00	$0.00	$0.00	0%	$1,050.00	$0.00
25	Coating	$10,000.00	$8,500.00	$1,500.00	$0.00	$10,000.00	100%	$0.00	$500.00
26	MEP	$30,000.00	$27,000.00	$3,000.00	$0.00	$30,000.00	100%	$0.00	$1,500.00
27	Allowance	$62,000.00	$0.00	$0.00	$0.00	$0.00	0%	$62,000.00	$0.00
	SUBTOTAL FOR CUMMINGS MS:	$414,000.00	$333,980.00	$10,072.50	$0.00	$344,052.50	**83%**	$69,947.50	$17,202.63

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	WORK COMPLETED FROM PREVIOUS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
	Russell Elementary								
28	General Conditions	$23,790.00	$0.00	$0.00	$0.00	$0.00	0%	$23,790.00	$0.00
29	Storage Container	$350.00	$0.00	$0.00	$0.00	$0.00	0%	$350.00	$0.00
30	Portable	$250.00	$0.00	$0.00	$0.00	$0.00	0%	$250.00	$0.00
31	Equipment	$3,000.00	$0.00	$0.00	$0.00	$0.00	0%	$3,000.00	$0.00
32	Bonds	$1,100.00	$1,100.00	$0.00	$0.00	$1,100.00	100%	$0.00	$55.00
33	Insurances	$2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100%	$0.00	$100.00
34	Mobilization	$1,000.00	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00	$0.00
35	Dumpsters	$2,000.00	$0.00	$0.00	$0.00	$0.00	0%	$2,000.00	$0.00
36	Roofing Materials - Base sheet and plies	$5,000.00	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00	$0.00
37	Roofing Materials - Cap Sheet	$8,000.00	$1,680.00	$0.00	$0.00	$1,680.00	21%	$6,320.00	$84.00
38	Roofing Materials - Misc. Adhesives, Fasteners, & Etc.	$7,000.00	$0.00	$0.00	$0.00	$0.00	0%	$7,000.00	$0.00
39	Roofing Labor - Base Sheet & Plies	$2,500.00	$0.00	$0.00	$0.00	$0.00	0%	$2,500.00	$0.00
40	Roofing Labor - Cap Sheet	$2,500.00	$0.00	$0.00	$0.00	$0.00	0%	$2,500.00	$0.00
41	Insulation Materials - Insulation	$16,000.00	$0.00	$0.00	$0.00	$0.00	0%	$16,000.00	$0.00
42	Insulation Materials - Coverboard	$4,000.00	$0.00	$0.00	$0.00	$0.00	0%	$4,000.00	$0.00
43	Insulation Labor - Insulation	$2,500.00	$0.00	$0.00	$0.00	$0.00	0%	$2,500.00	$0.00
44	Insulation Labor - Coverboard	$2,500.00	$0.00	$0.00	$0.00	$0.00	0%	$2,500.00	$0.00
45	Sheet Metal - Material	$4,000.00	$0.00	$0.00	$0.00	$0.00	0%	$4,000.00	$0.00
46	Sheet Metal - Labor (Fabrication)	$3,000.00	$0.00	$0.00	$0.00	$0.00	0%	$3,000.00	$0.00
47	Sheet Metal - Labor (Installation)	$3,000.00	$0.00	$0.00	$0.00	$0.00	0%	$3,000.00	$0.00
48	Carpentry Materials	$2,000.00	$0.00	$0.00	$0.00	$0.00	0%	$2,000.00	$0.00
49	Carpentry Labor	$2,200.00	$0.00	$0.00	$0.00	$0.00	0%	$2,200.00	$0.00
50	Demobilization	$1,000.00	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00	$0.00
51	Warranty	$310.00	$0.00	$0.00	$0.00	$0.00	0%	$310.00	$0.00
52	Allowance	$15,000.00	$0.00	$0.00	$0.00	$0.00	0%	$15,000.00	$0.00
	SUBTOTAL FOR RUSSELL ELEMENTARY:	$114,000.00	$4,780.00	$0.00	$0.00	$4,780.00	**4%**	$109,220.00	$239.00

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	WORK COMPLETED FROM PREVIOUS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
	Sharp Elementary								
53	General Conditions	$12,500.00	$1,250.00	$6,250.00	$0.00	$7,500.00	60%	$5,000.00	$375.00
54	Storage Container	$350.00	$35.00	$175.00	$0.00	$210.00	60%	$140.00	$10.50
55	Portable	$250.00	$25.00	$125.00	$0.00	$150.00	60%	$100.00	$7.50
56	Equipment	$3,000.00	$300.00	$1,500.00	$0.00	$1,800.00	60%	$1,200.00	$90.00
57	Bonds	$600.00	$600.00	$0.00	$0.00	$600.00	100%	$0.00	$30.00
58	Insurances	$2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100%	$0.00	$100.00
59	Mobilization	$800.00	$800.00	$0.00	$0.00	$800.00	100%	$0.00	$40.00
60	Dumpsters	$1,500.00	$0.00	$1,350.00	$0.00	$1,350.00	90%	$150.00	$67.50
61	Roofing Materials - Base sheet and plies	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00	100%	$0.00	$150.00
62	Roofing Materials - Cap Sheet	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100%	$0.00	$250.00
63	Roofing Materials - Misc. Adhesives, Fasteners, & Etc.	$5,000.00	$650.00	$1,050.00	$0.00	$1,700.00	34%	$3,300.00	$85.00
64	Roofing Labor - Base Sheet & Plies	$1,500.00	$0.00	$1,500.00	$0.00	$1,500.00	100%	$0.00	$75.00
65	Roofing Labor - Cap Sheet	$1,500.00	$0.00	$0.00	$0.00	$0.00	0%	$1,500.00	$0.00
66	Insulation Materials - Insulation	$4,500.00	$3,195.00	$0.00	$0.00	$3,195.00	71%	$1,305.00	$159.75
67	Insulation Materials - Coverboard	$2,500.00	$1,800.00	$0.00	$0.00	$1,800.00	72%	$700.00	$90.00
68	Insulation Labor - Insulation	$1,500.00	$0.00	$1,500.00	$0.00	$1,500.00	100%	$0.00	$75.00
69	Insulation Labor - Coverboard	$1,500.00	$0.00	$1,500.00	$0.00	$1,500.00	100%	$0.00	$75.00
70	Sheet Metal - Material	$2,500.00	$0.00	$0.00	$0.00	$0.00	0%	$2,500.00	$0.00
71	Sheet Metal - Labor (Fabrication)	$1,750.00	$0.00	$0.00	$0.00	$0.00	0%	$1,750.00	$0.00
72	Sheet Metal - Labor (Installation)	$1,750.00	$0.00	$0.00	$0.00	$0.00	0%	$1,750.00	$0.00
73	Carpentry Materials	$1,000.00	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00	$0.00
74	Carpentry Labor	$2,000.00	$0.00	$0.00	$0.00	$0.00	0%	$2,000.00	$0.00
75	Demobilization	$800.00	$0.00	$0.00	$0.00	$0.00	0%	$800.00	$0.00
76	Warranty	$200.00	$0.00	$0.00	$0.00	$0.00	0%	$200.00	$0.00
77	MEP	$8,000.00	$0.00	$0.00	$0.00	$0.00	0%	$8,000.00	$0.00
78	Allowance	$15,000.00	$0.00	$0.00	$0.00	$0.00	0%	$15,000.00	$0.00
	SUBTOTAL FOR SHARP ELEMENTARY:	$80,000.00	$18,655.00	$14,950.00	$0.00	$33,605.00	**42%**	$46,395.00	$1,680.25

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	WORK COMPLETED FROM PREVIOUS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
	El Jardin Elementary								
79	General Conditions	$56,420.00	$28,210.00	$16,926.00	$0.00	$45,136.00	80%	$11,284.00	$2,256.80
80	Storage Container	$700.00	$350.00	$210.00	$0.00	$560.00	80%	$140.00	$28.00
81	Portable	$500.00	$250.00	$150.00	$0.00	$400.00	80%	$100.00	$20.00
82	Equipment	$6,000.00	$3,000.00	$1,800.00	$0.00	$4,800.00	80%	$1,200.00	$240.00
83	Bonds	$3,300.00	$3,300.00	$0.00	$0.00	$3,300.00	100%	$0.00	$165.00
84	Insurances	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100%	$0.00	$250.00
85	Mobilization	$1,800.00	$1,800.00	$0.00	$0.00	$1,800.00	100%	$0.00	$90.00
86	Dumpsters	$7,000.00	$3,500.00	$2,800.00	$0.00	$6,300.00	90%	$700.00	$315.00
87	Roofing Materials - Base sheet and plies	$15,000.00	$15,000.00	$0.00	$0.00	$15,000.00	100%	$0.00	$750.00
88	Roofing Materials - Cap Sheet	$25,000.00	$19,000.00	$5,000.00	$0.00	$24,000.00	96%	$1,000.00	$1,200.00
89	Roofing Materials - Misc. Adhesives, Fasteners, & Etc.	$27,000.00	$18,630.00	$4,320.00	$0.00	$22,950.00	85%	$4,050.00	$1,147.50
90	Roofing Labor - Base Sheet & Plies	$7,000.00	$4,200.00	$2,800.00	$0.00	$7,000.00	100%	$0.00	$350.00
91	Roofing Labor - Cap Sheet	$7,000.00	$0.00	$0.00	$0.00	$0.00	0%	$7,000.00	$0.00
92	Insulation Materials - Insulation	$44,000.00	$44,000.00	$0.00	$0.00	$44,000.00	100%	$0.00	$2,200.00
93	Insulation Materials - Coverboard	$12,000.00	$12,000.00	$0.00	$0.00	$12,000.00	100%	$0.00	$600.00
94	Insulation Labor - Insulation	$7,000.00	$3,500.00	$3,500.00	$0.00	$7,000.00	100%	$0.00	$350.00
95	Insulation Labor - Coverboard	$7,000.00	$3,500.00	$3,500.00	$0.00	$7,000.00	100%	$0.00	$350.00
96	Sheet Metal - Material	$6,000.00	$0.00	$0.00	$0.00	$0.00	0%	$6,000.00	$0.00
97	Sheet Metal - Labor (Fabrication)	$4,500.00	$0.00	$0.00	$0.00	$0.00	0%	$4,500.00	$0.00
98	Sheet Metal - Labor (Installation)	$4,500.00	$0.00	$0.00	$0.00	$0.00	0%	$4,500.00	$0.00
99	Carpentry Materials	$3,500.00	$3,500.00	$0.00	$0.00	$3,500.00	100%	$0.00	$175.00
100	Carpentry Labor	$5,000.00	$3,500.00	$1,000.00	$0.00	$4,500.00	90%	$500.00	$225.00
101	Demobilization	$1,800.00	$0.00	$0.00	$0.00	$0.00	0%	$1,800.00	$0.00
102	Warranty	$980.00	$0.00	$0.00	$0.00	$0.00	0%	$980.00	$0.00
103	Coating	$12,000.00	$0.00	$0.00	$0.00	$0.00	0%	$12,000.00	$0.00
104	Allowance	$8,000.00	$0.00	$0.00	$0.00	$0.00	0%	$8,000.00	$0.00
	SUBTOTAL FOR EL JARDIN ELEMENTARY:	$278,000.00	$172,240.00	$42,006.00	$0.00	$214,246.00	**77%**	$63,754.00	$10,712.30
	GRAND TOTAL:	**$886,000.00**	**$529,655.00**	**$67,028.50**	**$0.00**	**$596,683.50**	67%	**$289,316.50**	**$29,834.18**

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Brownsville ISD Multi-Campus Roof Replacement Phase II

Job No. _____

On receipt by the signer of this document of a check from Brownsville ISD (maker of check) in the sum of $ 63,677.07 payable to American Contracting USA, Inc (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Brownsville ISD (owner) located at Brownsville, Texas (location) to the following extent: BISD Multi-Campus Roof Replacement Phase II (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to American Contracting USA, Inc. (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 07-09-20

American Contracting USA, Inc (Company name)

By Leticia Barcenas (Signature)

President (Title)

IMELDA G. FLORES
NOTARY PUBLIC
STATE OF TEXAS
ID# 10921924
EXPIRES 4-19-2021

STATE OF TEXAS §
§
COUNTY OF Cameron §

This instrument was acknowledged before me on this 9th day of July, 2020 by Leticia Barcenas (name), President (job title) of American Contracting USA, Inc (company name).

Imelda Flores
NOTARY PUBLIC, STATE OF TEXAS

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Payment to Contractor
Central Air & Heating Services, Inc. (CAHS, Inc.)
HVAC & Controls Replacement

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:		Amount:
	Margaret M. Clark Aquatic Center		Payment #9
Central Air & Heating Services	**HVAC & Controls Replacement**		
	Original Contract Fee Amount:		$1,147,440.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$1,147,440.00
	Total Completed & Stored to Date:		$1,070,730.00
	Retainage:		
	5% Retainage of Complete Work:	$3,536.50	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:		$3,536.50
	Total Earned Less Retainage:		$1,017,193.50
	Less Previous Certificates of Payment:		$1,016,623.50
	Current Payment Due:		**$570.00**
	Balance to Finish Plus Retainage:		$130,246.50

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $570.00

RECOMMENDATION:

Recommend approval of Payment #9 for $570.00, as partial payment to Central Air & Heating Services, Inc. (CAHS, Inc.) for Construction Services work completed on the Margaret M. Clark Aquatic Center – HVAC & Controls Replacement project to be paid from Maintenance Tax Note Fund 189.

Martin Espinosa
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
7/28/20

Approved for Submission to Board of Education:

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 29, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

RE: Margaret M. Clark Aquatic Center – HVAC & Controls Replacements

In accordance with the contract documents, based on the site observations and the data, comprising the application, Ethos Engineering certifies to the Owner that to the best of our knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the contract documents, and the Contractor (Central Air & Heating Services) is entitled to payment on pay application #09 in the amount of $570.00.

Respectfully submitted,

Cesar A. Gonzalez, PE
Principal
Ethos Engineering
C (956) 564.2827
O (956) 230.3435
cgonzalez@ethoseng.net

approved for payment 7/8/2020

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702 (Instructions on reverse side)

TO (OWNER):
Brownsville I.S.D.
1900 E. Price Road, Ste 107
Brownsville, Texas 78521
(956) 548-8000

PROJECT:
Margaret M. Clark Aquatic Center
HVAC & Controls Replacement
2901 FM 802
Brownsville, TX 78526

APPLICATION NO: 9
PERIOD FROM: 6/1/2020
PERIOD TO: 6/30/2020
ARCHITECT'S PROJECT NO: 19-060 / 10-0537

Distribution to:
- [X] OWNER
- [ ] ENGINEER
- [ ] CONTRACTOR

FROM(CONTRACTOR):
CAHS Inc. TACLA010347E
3028 Wilson Road
Harlingen Texas 78552
(956) 428-4509

VIA (ARCHITECT):
Ethos Engineering
119 W. Van Buren Ave., Ste 101
Harlingen, Texas 78550
(956) 230-3435

P348026.

CONTRACT FOR: 10-0537 - BISD Clark Aquatic Center HVAC & Controls Replacement

CONTRACT DATE: 8/12/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by owner	TOTAL	$0.00	$0.00
Approved this Month			
Number	Date Approved		
1			
	TOTALS	$0.00	$0.00
Net change by Change Orders			$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: 6-29-20

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 1,147,440.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1+/-2)		$ 1,147,440.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 1,070,730.00
5. RETAINAGE:		
a. 5% of Completed Work (Column D+E on G703)	$ 53,536.50	
b. 5% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Line 5a+5b or Total in Column I of G703)		$ 53,536.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 1,017,193.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT(Line 6 from prior Certificate)		$ 1,016,623.50
8. CURRENT PAYMENT DUE		$ 570.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 130,246.50

State of: Texas County of: Cameron

Subscribed and sworn to before me this 29th day of June 2020

Notary Public: _____

ELIUD BANDA
Notary Public, State of Texas
Comm. Expires 04-24-2023
Notary ID 126053928

My Commission expires: 4-24-2023

AMOUNT CERTIFIED $570.00

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT:

By: _____ Date: June 29, 2020

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

10-0537 - BISD Clark Aquatic Center HVAC & Controls Replacement

APPLICATION NO.: 9

APPLICATION DATE: 6/28/2020

PERIOD DATE: 6/30/2020

CONTRACTOR PROJECT NO.: 10-0537

AIA DocumentG702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

A #	B DESCRIPTION	C SCH. VALUES	D PREVIOUS	E THIS PERIOD	F STORED MTL	G TOTAL	% COMPLETE	H BALANCE	I RETAINAGE
									5%
1	**Bond / Insurance**	$25,000.00	$25,000.00			$25,000.00	100%	$0.00	$1,250.00
2	**General Conditions**	$40,000.00	$39,000.00			$39,000.00	98%	$1,000.00	$1,950.00
3	**Dehumidifer Equipment**								
	Equipment	$620,000.00	$620,000.00			$620,000.00	100%	$0.00	$31,000.00
	Curbs	$12,000.00	$12,000.00			$12,000.00	100%	$0.00	$600.00
	Install	$60,000.00	$60,000.00			$60,000.00	100%	$0.00	$3,000.00
4	**Mini Split Systems**								
	Equipment	$3,000.00	$3,000.00			$3,000.00	100%	$0.00	$150.00
	Installation	$3,000.00	$2,400.00	$600.00		$3,000.00	100%	$0.00	$150.00
5	**Controls**	$62,540.00	$46,830.00			$46,830.00	75%	$15,710.00	$2,341.50
6	**Electrical**	$47,000.00	$47,000.00			$47,000.00	100%	$0.00	$2,350.00
7	**Structural**	$17,500.00	$17,500.00			$17,500.00	100%	$0.00	$875.00
8	**Roofing**	$20,000.00	$20,000.00			$20,000.00	100%	$0.00	$1,000.00
9	**Test Adjust & Balance**	$9,000.00	$9,000.00			$9,000.00	100%	$0.00	$450.00
10	**Maintenance**	$168,400.00	$168,400.00			$168,400.00	100%	$0.00	$8,420.00
11	**Allowance**	$30,000.00				$0.00	0%	$30,000.00	$0.00
12	**Allowance - Catwalk**	$30,000.00				$0.00	0%	$30,000.00	$0.00
	TOTAL	$1,147,440.00	$1,070,130.00	$600.00	$0.00	$1,070,730.00	93%	$76,710.00	$53,536.50

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Payment to Architectural Services
Armko Industries, Inc.
Multi-Campus Roof Replacement, Phase II

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:			Amount:
Armko Industries, Inc	**Multi-Campus Roof Replacement, Phase II**			Payment #15
	Original Contract Fee Amount:			$54,298.00
	Allowable for Reimbursable Expenses			$0.00
	Total Contract Amount			$54,298.00
	Schematic Design:	100%	Complete	$5,429.80
	Design Development:	100%	Complete	$13,574.50
	Construction Documents:	100%	Complete	$21,719.20
	Bidding:	100%	Complete	$2,714.90
	Contract Administration:	69%	Complete	$7,475.77
	Reimbursable Expenses			$0.00
	Previously Invoiced:			$48,686.07
	Current Payment Due:			**$2,228.10**
	Balance to Finish:			$3,383.83

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $2,228.10

RECOMMENDATION:

Recommend approval of Payments #15 for a total of $2,228.10 as partial payment to Armko Industries, Inc. for Architectural Services work completed on the Multi-Campus Roof Replacement Phase II project to be paid from Maintenance Tax Note Fund 189.

F Villarreal
Fernando E Villarreal
Submitted by: Principal/Program Adm.

Manuel Hinojosa /DR
Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nellie Cantu 7/28/20
Dr. Nellie Cantu
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

René Gutierrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

ARMKO INDUSTRIES, INC.
3400 McCOLL ROAD #38
McALLEN, TX 78501
956.800.1776 / FAX 956.800.1777
www.armko.com

Date: July 20, 2020

To: Mr. Fernando Villarreal
Project/Facilities Manager
Brownsville ISD
4350 Morrison Rd.
Brownsville, TX 78526

Re: Brownsville ISD Multi-Campus
Roof Replacement Project Phase II
CSP #19-109

Mr. Villarreal;

Per your request and the terms and conditions of our agreement with Brownsville ISD we are submitting with this letter our current invoice for completed professional services to date for the Construction Administration Phase at the Cummings Campus.

We appreciate your consideration, and should you have any questions or need further assistance please contact me.

Respectfully,

Travis Jones, RRO #1054, IIBEC #34311
South Texas Regional Manager
Armko Industries, Inc.

Armko Industries, Inc..
1320 Spinks Road
Flower Mound, TX 75028
972-874-1388

INVOICE

Invoice Number: H639446
Invoice Date: 7/20/20
Page: 1

Voice: 972-874-1388
Fax: 972-874-0434

Bill To:
BROWNSVILLE ISD fevillarreal@bisd.us 1900 PRICE ROAD BROWNSVILLE, TX 78521

Customer PO	Payment Terms	Due Date
BISD MULTI CAMPUS II	Net 30 Days	8/19/20

Description	Amount
RE; CONSULTING BROWNSVILLE ISD; PHASE II TO INCLUDE CUMMINGS CTE BLDG; CUMMINGS VOCATIONAL BLDG; SHARP UNIT E; RUSSELL UNIT F; EL JARDIN NEW BLDG; EL JARDIN UNIT C AS PER SIGNED CONTRACT DATED 4-10-18; AND PO# P315712 (phase II) . FULL SERVICE, TO INCLUDE DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, BIDDING, AND CONSTRUCTION ADMINISTRATION. LUMP SUM FEES FOR THIS PHASE $54,298.00 .. TOTAL COMPLETE TO DATE $50,914.18 LESS PREVIOUS APPLICATIONS FOR PAYMENT -$48,686.08 TOTAL DUE THIS INVOICE (PLEASE SEE SCHEDULE OF VALUES) . BALANCE TO BE BILLED THIS PHASE $3,383.80	2,228.10

Subtotal	2,228.10
Sales Tax	
Total Invoice Amount	2,228.10
Payment/Credit Applied	
TOTAL	**2,228.10**

Check/Credit Memo No:

PROJECT NAME BROWNSVILLE ISD; PHASE II

Professional Services performed through: July 20, 2020
Date

CUMMINGS CTE BLDG $ 18,715.00

Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	1,871.50	100%	1,871.50	1,871.50	-	-
Design Development	25%	4,678.75	100%	4,678.75	4,678.75	-	-
Construction Documents	40%	7,486.00	100%	7,486.00	7,486.00	-	-
Bidding	5%	935.75	100%	935.75	935.75	-	-
Construction Administration	20%	3,743.00	83%	3,106.69	2,844.68	262.01	636.31
							-
TOTAL CONSULTANT'S FEE:		**18,715.00**	**97%**	**18,078.69**	**17,816.68**	**262.01**	**636.31**

CUMMINGS VOCATIONAL BLDG 7,805.00

Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	780.50	100%	780.50	780.50	-	-
Design Development	25%	1,951.25	100%	1,951.25	1,951.25	-	-
Construction Documents	40%	3,122.00	100%	3,122.00	3,122.00	-	-
Bidding	5%	390.25	100%	390.25	390.25	-	-
Construction Administration	20%	1,561.00	83%	1,295.63	1,045.87	249.76	265.37
							-
TOTAL CONSULTANT'S FEE:		**7,805.00**	**97%**	**7,539.63**	**7,289.87**	**249.76**	**265.37**

SHARP UNIT E 4,236.00

Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	423.60	100%	423.60	423.60	-	-
Design Development	25%	1,059.00	100%	1,059.00	1,059.00	-	-
Construction Documents	40%	1,694.40	100%	1,694.40	1,694.40	-	-
Bidding	5%	211.80	100%	211.80	211.80	-	-
Construction Administration	20%	847.20	42%	355.82	25.42	330.41	491.37
							-
TOTAL CONSULTANT'S FEE:		**4,236.00**	**88%**	**3,744.62**	**3,414.22**	**330.41**	**491.37**

RUSSELL UNIT F 6,218.00

Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	621.80	100%	621.80	621.80	-	0.00
Design Development	25%	1,554.50	100%	1,554.50	1,554.50	-	-
Construction Documents	40%	2,487.20	100%	2,487.20	2,487.20	-	0.00
Bidding	5%	310.90	100%	310.90	310.90	-	0.00
Construction Administration	20%	1,243.60	4%	49.74	49.74	0.00	1,193.85
							-
TOTAL CONSULTANT'S FEE:		**6,218.00**	**81%**	**5,024.14**	**5,024.14**	**0.00**	**1,193.85**

EL JARDIN NEW BLDG 13,768.00

Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	1,376.80	100%	1,376.80	1,376.80	-	0.00
Design Development	25%	3,442.00	100%	3,442.00	3,442.00	-	-
Construction Documents	40%	5,507.20	100%	5,507.20	5,507.20	-	0.00
Bidding	5%	688.40	100%	688.40	688.40	-	0.00
Construction Administration	20%	2,753.60	77%	2,120.27	1,018.83	1,101.44	633.33
							-
TOTAL CONSULTANT'S FEE:		**13,768.00**	**95%**	**13,134.67**	**12,033.23**	**1,101.44**	**633.33**

EL JARDIN UNIT C 3,556.00

Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	355.60	100%	355.60	355.60	-	-
Design Development	25%	889.00	100%	889.00	889.00	-	-
Construction Documents	40%	1,422.40	100%	1,422.40	1,422.40	-	-
Bidding	5%	177.80	100%	177.80	177.80	-	-
Construction Administration	20%	711.20	77%	547.62	263.14	284.49	163.57
							-
TOTAL CONSULTANT'S FEE:		**3,556.00**	**95%**	**3,392.42**	**3,107.94**	**284.49**	**163.57**

TOTAL DUE THIS INVOICE		54,298.00		50,914.18	48,686.08	**2,228.10**	3,383.80

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Payment to Architectural Services
Armko Industries, Inc.
Multi-Campus Roof Replacement, Phase I

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:			Amount:
Armko Industries, Inc.	**Multi-Campus Roof Replacement, Phase I**			Payment #16
	Original Contract Fee Amount:			$76,502.00
	Allowable for Reimbursable Expenses			$0.00
	Total Contract Amount			$76,502.00
	Schematic Design:	100%	Complete	$7,650.20
	Design Development:	100%	Complete	$19,125.50
	Construction Documents:	100%	Complete	$30,600.80
	Bidding:	100%	Complete	$3,825.10
	Contract Administration:	77%	Complete	$11,775.08
	Reimbursable Expenses			$0.00
	Previously Invoiced:			$66,464.32
	Current Payment Due:			**$6,512.36**
	Balance to Finish:			$3,525.32

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $6,512.36

RECOMMENDATION:

Recommend approval of Payment #16 for $6,512.36 as partial payment to Armko Industries, Inc. for Architectural Services work completed on the Multi-Campus Roof Replacement Phase I project to be paid from Maintenance Tax Note Fund 189.

F Villarreal
Fernando E Villarreal
Submitted by: Principal/Program Adm.

Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nellie Cantu Dr. Nellie Cantu 7/28/20
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Rene Gutierrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Date: July 23, 2020

To: Mr. Fernando Villarreal
Project/Facilities Manager
Brownsville ISD
4350 Morrison Rd.
Brownsville, TX 78526

Re: Brownsville ISD Multi-Campus
Roof Replacement Project Phase I
CSP #19-134

ARMKO INDUSTRIES, INC.
3400 McCOLL ROAD #38
McALLEN, TX 78501
956.800.1776 / FAX 956.800.1777
www.armko.com

Mr. Villarreal;

Per your request and the terms and conditions of our agreement with Brownsville ISD we are submitting with this letter along with our current invoice for completed professional services to date for the Construction Administration Phase.

We appreciate your consideration, and should you have any questions or need further assistance please contact me.

Respectfully,

Travis Jones, RRO #1054, IIBEC #34311
South Texas Regional Manager
Armko Industries, Inc.

Armko Industries, Inc..
1320 Spinks Road
Flower Mound, TX 75028
972-874-1388

INVOICE

Invoice Number: H639946
Invoice Date: 7/23/20
Page: 1

Voice: 972-874-1388
Fax: 972-874-0434

Bill To:
BROWNSVILLE ISD fevillarreal@bisd.us 1900 PRICE ROAD BROWNSVILLE, TX 78521

Customer PO	Payment Terms	Due Date
BISD MULTI-CAMPUS I	Net 30 Days	8/22/20

Description	Amount
RE; CONSULTING BROWNSVILLE ISD; PHASE 1 TO INCLUDE ED JARDIN ES UNITS G&H; RUSSELL ES UNIT 1; SHARP ES UNITS B&G; YTURRIA ES AS PER CONTRACT DATED 4-10-18; AND PO P315712 (PHASE I) PAY APPLICATION #2 .. FULL SERVICE TO INCLUDE DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, BIDDING, AND CONSTRUCTION ADMINISTRATION. LUMP SUM FEES FOR THIS PHASE $76,502.00 .. TOTAL COMPLETE TO DATE $72,976.66 LESS PREVIOUS APPLICATIONS FOR PAYMENT -$66,464.31 TOTAL DUE THIS INVOICE 6,512.36 (PLEASE SEE ATTACHED SCHEDULE OF VALUES) .. BALANCE TO BE BILLED FOR PHASE I $3,525.33	

Subtotal	6,512.36
Sales Tax	
Total Invoice Amount	6,512.36
Payment/Credit Applied	
TOTAL	**6,512.36**

Check/Credit Memo No:

OWNER: BROWNSVILLE ISD
Addressee:

Date: July 23, 2020

Consultant Invoice Number: H639946

PROJECT NAME BROWNSVILLE ISD; PHASE I

Professional Services performed through: July 23, 2020
Date

EL JARDIN ES UNITS G & H		*3,796.00*
RUSSELL ES UNIT I		*2,782.00*
SHARP ES UNITS B & G		*13,764.00*
YTURRIA ES		*56,160.00*

Fee Totals: $ 76,502.00

EL JARDIN ES UNITS G & H 3,796.00

Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	379.60	100%	379.60	379.60	-	-
Design Development	25%	949.00	100%	949.00	949.00	-	-
Construction Documents	40%	1,518.40	100%	1,518.40	1,518.40	-	-
Bidding	5%	189.80	100%	189.80	189.80	-	-
Construction Administration	20%	759.20	99%	751.61	751.61	0.00	7.59
TOTAL CONSULTANT'S FEE:		**3,796.00**	**100%**	**3,788.41**	**3,788.41**	**0.00**	**7.59**

RUSSELL ES UNIT I 2,782.00

Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	278.20	100%	278.20	278.20	-	-
Design Development	25%	695.50	100%	695.50	695.50	-	-
Construction Documents	40%	1,112.80	100%	1,112.80	1,112.80	-	-
Bidding	5%	139.10	100%	139.10	139.10	-	-
Construction Administration	20%	556.40	33%	183.61	183.61	0.00	372.79
TOTAL CONSULTANT'S FEE:		**2,782.00**	**87%**	**2,409.21**	**2,409.21**	**0.00**	**372.79**

SHARP ES UNITS B & G 13,764.00

Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	1,376.40	100%	1,376.40	1,376.40	-	-
Design Development	25%	3,441.00	100%	3,441.00	3,441.00	-	-
Construction Documents	40%	5,505.60	100%	5,505.60	5,505.60	-	-
Bidding	5%	688.20	100%	688.20	688.20	-	-
Construction Administration	20%	2,752.80	100%	2,752.80	2,642.69	110.11	(0.00)
TOTAL CONSULTANT'S FEE:		**13,764.00**	**100%**	**13,764.00**	**13,653.89**	**110.11**	**(0.00)**

YTURRIA ES 56,160.00

Basic Services Phase Per Contract		Total Fee by Phase	Percent Complete	Amount Earned	Previously Billed Amount	Current Fee Billing	Balance to Be Billed
Schematic Design	10%	5,616.00	100%	5,616.00	5,616.00	-	-
Design Development	25%	14,040.00	100%	14,040.00	14,040.00	-	-
Construction Documents	40%	22,464.00	100%	22,464.00	22,464.00	-	-
Bidding	5%	2,808.00	100%	2,808.00	2,808.00	-	-
Construction Administration	20%	11,232.00	72%	8,087.04	1,684.80	6,402.24	3,144.96
TOTAL CONSULTANT'S FEE:		**56,160.00**	**94%**	**53,015.04**	**46,612.80**	**6,402.24**	**3,144.96**

TOTALS	76,502.00		72,976.66	66,464.31	6,512.36 *TOTAL DUE THIS INVOICE*	3,525.33

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

Item Title: Payment to Engineer
M Garcia Engineering, LLC
Vela MS – Four Lane Track Project

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:			Amount:
M Garcia Engineering	**Vela MS - Four Lane Track Project**			Payment #2
	Original Contract Fee Amount:			$20,250.00
	Allowable for Reimbursable Expenses			$3,000.00
	Total Contract Amount			$23,250.00
	Topographical Survey	100%	Complete	$2,000.00
	Civil Engineering Plans	100%	Complete	$11,000.00
	Irrigation Plan	0%	Complete	$0.00
	Permitting Plans	100%	Complete	$750.00
	Bidding Phase	100%	Complete	$500.00
	Construction Administration	100%	Complete	$1,500.00
	Construction Staking (on-site)	100%	Complete	$2,000.00
	As-Built Survey (on-site)	100%	Complete	$1,500.00
	Reimbursable Expenses			$902.76
	Previously Invoiced:			$16,627.76
	Current Payment Due:			**$3,525.00**
	Balance to Finish:			$3,097.24

FISCAL IMPLICATIONS:

Tax Ratification Election Fund 197: $3,525.00

RECOMMENDATION:

Recommend approval of Payment #2 for $3,525.00 as final payment to M Garcia Engineering for Engineering Services work completed on the Lucio MS Four Lane Track project to be paid from Tax Ratification Election Fund 197.

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 7/28/20

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 New Four Lane Track in City of Brownsville, Texas**

BISD PO# P296222

Dear Mr. Villarreal,

This letter's intent is to request payment for work performed in the amount of $3,525.00, as per 17-233 invoice 002 and Final dated 07-17-20.

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.: 17233_002
Invoice Date: July 17, 2020

Mr. Fernando Villarreal
Brownsville ISD
3750 Robindale Road
Brownsville , Texas 78521

Project No.: 17-233
BISD Vela MS 4 Lane Track
Brownsville, TX
BISD PO No. P296222

INVOICE

Phase Description	Contract Amount	% Complete	Prior Billings	This Invoice
Topographic Survey	$2,000.00	100%	$2,000.00	$0.00
Civil Engineering Plans	$11,000.00	100%	$11,000.00	$0.00
Irrigation Plans	$1,000.00	0%	$0.00	$0.00
Permitting Plans	$750.00	100%	$750.00	$0.00
Bidding Phase	$500.00	100%	$500.00	$0.00
Construction Administration Phase	$1,500.00	100%	$0.00	$1,500.00
Construction Staking (on-Site)	$2,000.00	100%	$2,000.00	$0.00
As-Built Survey (On-Site)	$1,500.00	100%	$0.00	$1,500.00
Courier and Reprographics Allowance	$3,000.00	13%	$377.76	$0.00
TOTALS:	$23,250.00		$16,627.76	$3,000.00

Reimbursable Expenses:

Expense Description	Date	Cost
TDLR Review	9/30/2019	$525.00
	TOTALS:	$525.00

Total Amount Due: **$3,525.00**

Account Summary		
Billed To Date	Paid To Date	Balance Due This Invoice
$20,152.76	$16,627.76	$3,525.00

INVOICE

FELIPE GUERRERO, JR.

Texas Registered Accessibility Specialist
APA - ADA Specialist
APA - Assembly Areas Specialist

2900 West Alton Gloor Blvd.
Brownsville, Texas 78520
(956) 592-6694 Phone
fguerrero0223@gmail.com

DATE September 30, 2019
INVOICE # VMS-4905-PR
PO#
TERMS:

Bill To:		Project:
M. Garcia Engineering	(956) 687-9421	BISD Vela Middle School
Mariano Garcia	mariano@mgarciaengineering.com	Four Lane Track & Field
400 West Nolana Suite H-2		4905 Paredes Line Road
McAllen, Texas 78504		Brownsville, TX 78521

Description of Work	Amount Due
TABS Project Registration	200.00
TAS Plan Review & Report	325.00
Report provided to Mariano Garcia on 9-30-19	
TAS Final Inspection & Report, $325.00	
To be billed at final inspection	
TOTAL	$ 525.00

Make checks payable to Felipe Guerrero

THANK YOU FOR YOUR BUSINESS!

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/2020

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 #3
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:		$269,679.00
	Retainage:		
	5% Retainage of Complete Work:	$13,333.95	
	5% Retainage on Stored Materials:	$150.00	
	Total Retainage:	$13,483.95	
	Total Earned Less Retainage:		$256,195.05
	Less Previous Certificates of Payment:		$127,280.05
	Current Payment Due:		**$128,915.00**
	Balance to Finish Plus Retainage:		$581,304.95

FISCAL IMPLICATIONS:

Tax Ratification Election Fund 197: $128,915.00

RECOMMENDATION:

Recommend approval of Payment #3 for $128,915.00 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 7/28/20
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

GMS ARCHITECTS

June 25, 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 Three (3). This covers work completed or stored for the above referenced project thru June 30, 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

Approved for payment
7/8/2020

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	Brownsville Independent School District 1900 Price Rd. Brownsville, Tx 78520	**PROJECT:**	Veterans Memorial ECHS Visitors Restroom Facilities 4550 US 281, Brownsville TX 78520	**APPLICATION NO:** 003 **PERIOD TO:** June 30, 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)		$269,679.00
5. RETAINAGE:		
a. 5.00 % of Completed Work (Column D + E on G703)	$13,333.95	
b. 5.00 % of Stored Material (Column F on G703)	$150.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$13,483.95
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$256,195.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$127,280.05
8. CURRENT PAYMENT DUE		$128,915.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$581,304.95	

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: June 17, 2020

State of: Texas

County of: Cameron

Subscribed and sworn to before me this 17 day of June 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 $128,915.00

(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: 6/25/2020

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.

7/8/2020

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User Notes:

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:	003
APPLICATION DATE:	June 16, 2020
PERIOD TO:	June 30, 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	22,943.00	10,000.00	0.00	32,943.00	47.56%	36,317.00	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	1,650.00	1,500.00	0.00	3,150.00	35.00%	5,850.00	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	0.00	0.00	3,750.00	71.46%	1,498.00	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	0.00	0.00	0.00	0.00%	3,264.00	0.00
	Sanitary Sewer	13,518.00	0.00	0.00	0.00	0.00	0.00%	13,518.00	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	0.00	0.00	0.00	0.00%	11,781.00	0.00
	Concrete Paving	71,467.00	0.00	0.00	0.00	0.00	0.00%	71,467.00	0.00
	Subgrade Compaction	8,368.00	0.00	0.00	0.00	0.00	0.00%	8,368.00	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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User Notes:
(3B9ADA63)

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					
	Concrete Foundation	34,000.00	13,800.00	20,200.00	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	7,000.00	30,000.00	3,000.00	40,000.00	85.11%	7,000.00	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	0.00	0.00	0.00	0.00%	5,100.00	0.00
	Roof & Soffit Framing	8,300.00	0.00	0.00	0.00	0.00	0.00%	8,300.00	0.00
	Roof Trusses	9,600.00	0.00	0.00	0.00	0.00	0.00%	9,600.00	0.00
	Millwork	8,600.00	0.00	0.00	0.00	0.00	0.00%	8,600.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Insulation	9,000.00	0.00	0.00	0.00	0.00	0.00%	9,000.00	0.00
	Metal Roof	39,000.00	0.00	0.00	0.00	0.00	0.00%	39,000.00	0.00
	Down Spouts	2,300.00	0.00	0.00	0.00	0.00	0.00%	2,300.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Metal Doors, Frames & Hardware	24,500.00	0.00	8,000.00	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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User Notes:

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	28,000.00	30,000.00	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	7,000.00	33,000.00	0.00	40,000.00	50.63%	39,000.00	0.00
	GRAND TOTAL	**$837,500.00**	**$133,979.00**	**$132,700.00**	**$3,000.00**	**$269,679.00**	**32.20%**	**$567,821.00**	**$0.00**

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User Notes:

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Project Budget Sheet Carry Over 2015-2016

Project:	Veterans E.C.H.S. - Visitors Restrooms		
Acct No.	197-81-6629-00-009-Y-99-000-6 & 7		
Budget Amt. 6	$243,042.00	Update:	7/13/2020
Budget Amt. 7	$655,578.00		
ACCT. BAL.	**$898,620.00**		

	Scope of Work	PO #	PO Amount	Paid Amount	Balance on PO
GMS Architects	*Architectral Basic Services*	**P344023**	**$35,033.00**		**$35,033.00**
Terracon Consultants 000-6	*Material Testing*	**EP20027**	**$10,010.00**		**$10,010.00**
Partial Payment #1 on May 21, 2020				$3,466.88	$6,543.12
Partial Payment #2 on July 09, 2020				$2,280.00	$4,263.12

*ZIWA Corp. **Split Acct.** w/ 000-6 & 7 - **EP20026***	*Total Balance:*			*Paid to P.O.*		
ZIWA Corp. 000-6	*Restrooms & Concession*	**EP20026**	**$181,922.00**			**$181,922.00**
Partial Payment #1 on May 19, 2020				$43,693.35		$138,228.65
Partial Payment #1 on June 17, 2020				$83,586.70		$54,641.95
			Bal. Paid:	**$127,280.05**	**Bal. on 000-6:**	**$54,641.95**
ZIWA Corp. 000-7	*Restrooms & Concession*	**EP20026**	**$655,578.00**			**$655,578.00**
				$128,915.00		**$526,663.00**
			Bal. Paid:	**$128,915.00**	**Bal. on 000-7:**	**$526,663.00**
		Total P.O.:	**$837,500.00**	**$256,195.05**	**Balance on P.O.:**	**$581,304.95**

Fully Paid** or **CLOSED

GMS Architects 000-6	*Architectral Services*	**P289473**	**$12,500.00**		**$12,500.00**
***Final Payment** on June 27, 2017*				$3,958.29	$8,541.71
Closed:					**$0.00**
GMS Architects 000-6	*Architectral Services*	**P279660**	**$4,061.56**		**$4,061.56**
***Fully Paid** on December 01,2016*				$4,061.56	**$0.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Budget Amendment #002

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
Fund 101 – Food & Nutrition Services: To set up Carryover Budget for outstanding purchase orders which are committed for fiscal year ending June 30, 2020. These amounts reflect purchase orders, which were encumbered for contracted services, supplies, materials, other services and/or capital outlay.

FISCAL IMPLICATIONS:
Fund 101 – Food & Nutrition Services

Function 35 - Food & Nutrition Services $ 795,423.00

RECOMMENDATION:
Recommend approval of Budget Amendment #002 in the amount of $795,423.00 for Fund 101 – Food & Nutrition Services. (Carryover Purchase Order Budget)

Mary D. Garza
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
7/28/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District
Open Purchase Order Report
June 30, 2020

Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
101	35	6299	913	P359432	V012697	AAA REPAIR LLC/GRM ELECTRICAL SERVICE	$ 7,400.00
101	35	6639	913	P359432	V012697	AAA REPAIR LLC/GRM ELECTRICAL SERVICE	37,522.00
101	35	6299	913	P358410	V012386	AMERICAN SURVEILLANCE CO. INC.	34,550.00
101	35	6399	913	P358410	V012386	AMERICAN SURVEILLANCE CO. INC.	142,401.00
101	35	6631	913	P352253	V007421	CALDWELL COUNTRY CHEVROLET	121,365.00
101	35	6299	913	P348409	V012897	INTRADO INTERACTIVE SERVICES CORPORATION	8,454.00
101	35	6269	913	P359486	V019389	LINEAGE LOGISTICS LLC.	2,560.00
101	35	6269	913	P359529	V019389	LINEAGE LOGISTICS LLC.	4,992.00
101	35	6299	913	P358408	V003618	NARDONE BROS. BAKING COMPANY	101,538.00
101	35	6399	913	P359103	V016593	NETSYNC NETWORK SOLUTIONS	3,440.00
101	35	6631	913	P352288	V010413	RUSH TRUCK CENTER	265,224.00
101	35	6299	913	P357963	V019387	S.A. PIAZZA AND ASSOC. LLC.	65,977.00
	35 Total						**$ 795,423.00**
	101 Total - Food & Nutrition Services						**$ 795,423.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Budget Amendment #003

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
Fund 162 – State Compensatory: To set up Carryover Budget for outstanding purchase orders which are committed for fiscal year ending June 30, 2020. These amounts reflect purchase orders, which were encumbered for contracted services, supplies, materials, other services and/or capital outlay.

FISCAL IMPLICATIONS:
Fund 162 – State Compensatory

Function 11 - Instruction	$	26,471.00
Function 13 - Staff Development		59,645.00
	$	86,116.00

RECOMMENDATION:
Recommend approval of Budget Amendment #003 in the amount of $86,116.00 for Fund 162 – State Compensatory. (Carryover Purchase Order Budget)

Mary D. Garza
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu 7/29/20
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
Open Purchase Order Report
June 30, 2020

Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
162	11	6398	139	P359374	V000002	DELL MARKETING LP	$ 540.00
162	11	6398	139	P359373	V000002	DELL MARKETING LP	4,677.00
162	11	6398	139	P359375	V000002	DELL MARKETING LP	6,567.00
162	11	6398	128	P355171	V016593	NETSYNC NETWORK SOLUTIONS	5,379.00
162	11	6399	142	P356087	V011423	PEARSON INC.	9,308.00
	11 Total						**$ 26,471.00**
162	13	6395	142	P358692	V000747	APPLE INC.	$ 99.00
162	13	6399	142	P358692	V000747	APPLE INC.	197.00
162	13	6398	142	P358692	V000747	APPLE INC.	899.00
162	13	6291	919	P347836	V019260	DMR EDUCATIONAL CONSULTING INC.	16,000.00
162	13	6299	919	P352321	V019372	N2 LEARNING LC.	9,000.00
162	13	6239	919	P358355	V000944	REGION ONE EDUCATION CENTER	1,500.00
162	13	6239	919	P344167	V000944	REGION ONE EDUCATION CENTER	4,950.00
162	13	6399	919	P356385	V017915	SIRIUS EDUCATION SOLUTIONS LLC	6,600.00
162	13	6269	919	P353277	V002042	TEXAS SOUTHMOST COLLEGE	200.00
162	13	6269	919	P357476	V002042	TEXAS SOUTHMOST COLLEGE	400.00
162	13	6291	949	P353538	V001490	VALLEY SPEECH LANGUAGE & LEARNING CENTER	19,800.00
	13 Total						**$ 59,645.00**
	162 Total - State Compensatory						**$ 86,116.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Budget Amendment #004

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
Fund 163 – State Bilingual: To set up Carryover Budget for outstanding purchase orders which are committed for fiscal year ending June 30, 2020. These amounts reflect purchase orders, which were encumbered for contracted services, supplies, materials, other services and/or capital outlay.

FISCAL IMPLICATIONS:
Fund 163 – State Bilingual

Function 11 - Instruction	$ 1,996.00
Function 13 - Staff Development	92,949.00
Function 21 - Instructional Leadership	5,968.00
Function 31 - Guidance & Counseling	3,610.00
	$ 104,523.00

RECOMMENDATION:
Recommend approval of Budget Amendment #004 in the amount of $104,523.00 for Fund 163 – State Bilingual. (Carryover Purchase Order Budget)

Mary D. Garza
Submitted by: Principal/Program Adm.

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
Open Purchase Order Report
June 30, 2020

Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
163	11	6398	121	P358765	V000002	DELL MARKETING LP	$ 1,996.00
11 Total							**$ 1,996.00**
163	13	6399	873	P359573	V000002	DELL MARKETING LP	$ 580.00
163	13	6239	873	P345875	V000944	REGION ONE EDUCATION CENTER	450.00
163	13	6239	873	P359481	V000944	REGION ONE EDUCATION CENTER	750.00
163	13	6239	873	P356164	V000944	REGION ONE EDUCATION CENTER	1,500.00
163	13	6239	873	P359483	V000944	REGION ONE EDUCATION CENTER	1,500.00
163	13	6239	873	P359582	V000944	REGION ONE EDUCATION CENTER	1,500.00
163	13	6239	873	P358497	V000944	REGION ONE EDUCATION CENTER	3,000.00
163	13	6239	873	P359482	V000944	REGION ONE EDUCATION CENTER	3,000.00
163	13	6239	873	P359484	V000944	REGION ONE EDUCATION CENTER	3,000.00
163	13	6239	873	P359485	V000944	REGION ONE EDUCATION CENTER	3,000.00
163	13	6239	873	P352543	V000944	REGION ONE EDUCATION CENTER	6,000.00
163	13	6239	873	P358494	V000944	REGION ONE EDUCATION CENTER	6,000.00
163	13	6239	873	P358496	V000944	REGION ONE EDUCATION CENTER	6,000.00
163	13	6239	873	P359180	V000944	REGION ONE EDUCATION CENTER	9,450.00
163	13	6239	873	P347801	V000944	REGION ONE EDUCATION CENTER	10,800.00
163	13	6239	873	P357111	V000944	REGION ONE EDUCATION CENTER	36,000.00
163	13	6399	873	P359575	V001490	VALLEY SPEECH LANGUAGE & LEARNING CENTER	419.00
13 Total							**$ 92,949.00**
163	21	6398	873	P359244	V000002	DELL MARKETING LP	$ 5,968.00
21 Total							**$ 5,968.00**
163	31	6339	002	P350841	V000693	AP EXAMS	$ 3,610.00
31 Total							**$ 3,610.00**
163 Total - State Bilingual							**$ 104,523.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Budget Amendment #005

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
Fund 164 – State Vocational: To set up Carryover Budget for outstanding purchase orders which are committed for fiscal year ending June 30, 2020. These amounts reflect purchase orders, which were encumbered for contracted services, supplies, materials, other services and/or capital outlay.

FISCAL IMPLICATIONS:
Fund 164 – State Vocational

Function 11 - Instruction	$ 605,083.00
Function 13 - Staff Development	7,200.00
Function 21 - Instructional Leadership	812.00
Function 31 - Guidance & Counseling	1,998.00
Function 36 - Co-Curricular Activities	1,755.00
	$ 616,848.00

RECOMMENDATION:
Recommend approval of Budget Amendment #005 in the amount of $616,848.00 for Fund 164 – State Vocational. (Carryover Purchase Order Budget)

Mary D. Garza
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent 7/29/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District
Open Purchase Order Report
June 30, 2020

Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
164	11	6399	005	P357557	V000167	ALAMO IRON WORKS	$ 137.00
164	11	6399	005	P358322	V000167	ALAMO IRON WORKS	457.00
164	11	6399	005	P357107	V000167	ALAMO IRON WORKS	1,344.00
164	11	6398	007	P350274	V000747	APPLE INC.	4,880.00
164	11	6398	007	P352799	V018812	AUVSI FOUNDATION / ROBONATION	384.00
164	11	6631	005	P342981	V019133	FARBER SPECIALTY VEHICLES INC.	576,353.00
164	11	6399	004	P346362	V002060	FLINN SCIENTIFIC INC.	2,935.00
164	11	6249	007	P347604	V002491	G & T PAVING COMPANY LLC.	1,080.00
164	11	6497	009	P355497	V018974	GUERRERO'S SECURITY TRAINING	2,700.00
164	11	6399	005	P359437	V000618	KAPLAN EARLY LEARNING CO.	321.00
164	11	6497	005	P357397	V019212	MEDINA INDUSTRIAL EDUCATION GROUP LLC.	6,490.00
164	11	6497	001	P359156	V016252	NATIONAL RESTAURANT ASSOC. SOLUTIONS LLC.	1,796.00
164	11	6412	002	P356032	V019400	RED CHARTER BUSES LLC.	2,500.00
164	11	6497	001	P359553	V002801	STATE BOARD FOR EDUCATOR CERTIFICATION	324.00
164	11	6497	002	P359553	V002801	STATE BOARD FOR EDUCATOR CERTIFICATION	72.00
164	11	6497	003	P359553	V002801	STATE BOARD FOR EDUCATOR CERTIFICATION	468.00
164	11	6497	004	P359553	V002801	STATE BOARD FOR EDUCATOR CERTIFICATION	324.00
164	11	6497	007	P359553	V002801	STATE BOARD FOR EDUCATOR CERTIFICATION	324.00
164	11	6497	005	P358318	V019464	THE MANUFACTURING SKILL STANDARDS COUNCIL	2,194.00
11 Total							**$ 605,083.00**
164	13	6497	002	P359500	V002607	PROJECT LEAD THE WAY INC.	$ 4,800.00
164	13	6497	003	P359342	V002607	PROJECT LEAD THE WAY INC.	2,400.00
13 Total							**$ 7,200.00**
164	21	6395	876	P359166	V012764	INSIGHT PUBLIC SECTOR INC.	$ 812.00
21 Total							**$ 812.00**
164	31	6498	003	P349581	V000270	LAD T-SHIRTS	$ 1,998.00
31 Total							**$ 1,998.00**
164	36	6316	876	P358684	V000269	JAIME'S TIRE STORE	$ 1,755.00
36 Total							**$ 1,755.00**
164 Total - State Vocational							**$ 616,848.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Budget Amendment #006

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
Fund 165 – Athletics: To set up Carryover Budget for outstanding purchase orders which are committed for fiscal year ending June 30, 2020. These amounts reflect purchase orders, which were encumbered for contracted services, supplies, materials, other services and/or capital outlay.

FISCAL IMPLICATIONS:
Fund 165 – Athletics

Function 36 - Co-Curricular Activities $ 291,210.00

RECOMMENDATION:
Recommend approval of Budget Amendment #006 in the amount of $291,210.00 for Fund 165 – Athletics. (Carryover Purchase Order Budget)

Mary D. Garza
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu 7/29/20
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
Open Purchase Order Report
June 30, 2020

Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
165	36	6399	003	P358455	V000240	ALERT SERVICES INC.	$ 2,881.00
165	36	6398	007	P359173	V001091	ATHLETIC SUPPLY INC.	1,495.00
165	36	6399	055	P357585	V001091	ATHLETIC SUPPLY INC.	1,013.00
165	36	6399	055	P357585	V001091	ATHLETIC SUPPLY INC.	1,114.00
165	36	6399	003	P358421	V015699	BAKER DISTRIBUTING COMPANY LLC.	472.00
165	36	6398	003	P358421	V015699	BAKER DISTRIBUTING COMPANY LLC.	3,473.00
165	36	6399	002	P346140	V000441	BARCELONA SPORTING GOODS	1,968.00
165	36	6399	001	P358508	V001047	BSN SPORTS LLC.	2,470.00
165	36	6399	001	P346780	V001047	BSN SPORTS LLC.	3,785.00
165	36	6399	001	P346750	V001047	BSN SPORTS LLC.	3,799.00
165	36	6399	001	P346756	V001047	BSN SPORTS LLC.	4,185.00
165	36	6399	002	P352166	V001047	BSN SPORTS LLC.	3,152.00
165	36	6399	002	P358425	V001047	BSN SPORTS LLC.	3,952.00
165	36	6399	002	P358423	V001047	BSN SPORTS LLC.	9,601.00
165	36	6399	004	P358432	V001047	BSN SPORTS LLC.	6,054.00
165	36	6399	009	P351017	V001047	BSN SPORTS LLC.	1,779.00
165	36	6399	009	P354978	V001047	BSN SPORTS LLC.	2,950.00
165	36	6398	009	P358057	V001047	BSN SPORTS LLC.	4,366.00
165	36	6399	009	P358305	V001047	BSN SPORTS LLC.	12,819.00
165	36	6399	051	P347394	V001047	BSN SPORTS LLC.	1,490.00
165	36	6399	870	P359478	V001047	BSN SPORTS LLC.	1,687.00
165	36	6631	870	P352259	V007421	CALDWELL COUNTRY CHEVROLET	23,275.00
165	36	6399	870	P359326	V019486	CLEANSAFE SOLUTIONS LLC.	33,915.00
165	36	6398	870	P359446	V000002	DELL MARKETING LP	13,643.00
165	36	6399	002	P359430	V000924	HENRY SCHEIN INC.	1,760.00
165	36	6399	003	P359224	V000924	HENRY SCHEIN INC.	156.00
165	36	6399	003	P357475	V000924	HENRY SCHEIN INC.	2,123.00
165	36	6399	009	P358058	V000924	HENRY SCHEIN INC.	12,945.00
165	36	6497	002	P355263	V011750	IDEA PUBLIC SCHOOLS	600.00
165	36	6639	001	P358133	V001537	JOHN DEERE COMPANY	8,131.00
165	36	6639	002	P358133	V001537	JOHN DEERE COMPANY	8,131.00
165	36	6639	003	P358133	V001537	JOHN DEERE COMPANY	16,261.00
165	36	6639	007	P358133	V001537	JOHN DEERE COMPANY	8,131.00
165	36	6497	001	P349455	V000242	LA JOYA ISD	300.00
165	36	6497	002	P356084	V003471	LOS FRESNOS CISD	150.00
165	36	6497	002	P356084	V003471	LOS FRESNOS CISD	150.00
165	36	6497	002	P352532	V003471	LOS FRESNOS CISD	600.00
165	36	6498	001	P357624	V004904	MECA SPORTSWEAR	1,500.00
165	36	6498	002	P359371	V004904	MECA SPORTSWEAR	1,230.00
165	36	6498	004	P358053	V004904	MECA SPORTSWEAR	1,770.00
165	36	6498	007	P359591	V004904	MECA SPORTSWEAR	1,650.00
165	36	6498	009	P357838	V004904	MECA SPORTSWEAR	1,860.00
165	36	6399	001	P357612	V018455	PASADENA SPORTING GOODS	374.00
165	36	6399	009	P358307	V018455	PASADENA SPORTING GOODS	1,395.00
165	36	6399	004	P358045	V000669	PERFORMANCE HEALTH SUPPLY INC.	522.00
165	36	6497	002	P348606	V001136	RGVSCA	368.00
165	36	6249	004	P358430	V000260	RIDDELL/ALL AMERICAN SPORTS CORP.	5,258.00
165	36	6249	043	P355123	V000260	RIDDELL/ALL AMERICAN SPORTS CORP.	2,640.00
165	36	6249	044	P358458	V000260	RIDDELL/ALL AMERICAN SPORTS CORP.	2,640.00
165	36	6399	044	P356778	V000260	RIDDELL/ALL AMERICAN SPORTS CORP.	3,181.00
165	36	6249	045	P356501	V000260	RIDDELL/ALL AMERICAN SPORTS CORP.	2,480.00
165	36	6249	046	P356507	V000260	RIDDELL/ALL AMERICAN SPORTS CORP.	1,000.00
165	36	6399	046	P356499	V000260	RIDDELL/ALL AMERICAN SPORTS CORP.	1,817.00
165	36	6249	046	P355406	V000260	RIDDELL/ALL AMERICAN SPORTS CORP.	2,400.00
165	36	6249	047	P358626	V000260	RIDDELL/ALL AMERICAN SPORTS CORP.	2,479.00
165	36	6249	048	P356465	V000260	RIDDELL/ALL AMERICAN SPORTS CORP.	2,640.00
165	36	6249	051	P356500	V000260	RIDDELL/ALL AMERICAN SPORTS CORP.	2,640.00
165	36	6249	053	P356046	V000260	RIDDELL/ALL AMERICAN SPORTS CORP.	2,640.00
165	36	6249	054	P356320	V000260	RIDDELL/ALL AMERICAN SPORTS CORP.	2,640.00
165	36	6249	055	P356350	V000260	RIDDELL/ALL AMERICAN SPORTS CORP.	2,640.00
165	36	6399	870	P358555	V000260	RIDDELL/ALL AMERICAN SPORTS CORP.	21,000.00
165	36	6639	001	P358427	V001960	SKYLINE EQUIPMENT INC.	9,770.00
165	36	6412	870	P354783	V009792	THE CHARTER BUS.COM	7,900.00
36 Total							**$ 291,210.00**
165 Total - Athletics							**$ 291,210.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Budget Amendment #007

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
Fund 166 – State Special Education: To set up Carryover Budget for outstanding purchase orders which are committed for fiscal year ending June 30, 2020. These amounts reflect purchase orders, which were encumbered for contracted services, supplies, materials, other services and/or capital outlay.

FISCAL IMPLICATIONS:
Fund 166 – State Special Education

Function 11 - Instruction	$ 428,446.00
Function 13 - Staff Development	141,590.00
Function 31 - Guidance & Counseling	25,836.00
Function 36 - Co-Curricular Activities	2,027.00
Function 61 - Community Service	5,519.00
	$ 603,418.00

RECOMMENDATION:
Recommend approval of Budget Amendment #007 in the amount of $603,418.00 for Fund 166 – State Special Education. (Carryover Purchase Order Budget)

Mary D. Garza
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent 7/29/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District
Open Purchase Order Report
June 30, 2020

Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
166	11	6398	001	P359550	V000747	APPLE INC.	$ 1,878.00
166	11	6398	001	P359551	V000747	APPLE INC.	3,115.00
166	11	6398	128	P358500	V000002	DELL MARKETING LP	3,493.00
166	11	6398	999	P358768	V000002	DELL MARKETING LP	39,920.00
166	11	6398	999	P359239	V000002	DELL MARKETING LP	40,419.00
166	11	6398	999	P359238	V000002	DELL MARKETING LP	294,250.00
166	11	6399	005	P359170	V003531	GOPHER SPORT/PLAY WITH A PURPOSE CATALOG	669.00
166	11	6219	999	P358771	V016118	TREVINO OCCUPATIONAL THERAPY	12,497.00
166	11	6219	999	P359080	V016118	TREVINO OCCUPATIONAL THERAPY	20,000.00
166	11	6219	999	P348367	V019302	VANDERFORD, LAURA R.	12,205.00
	11 Total						**$ 428,446.00**
166	13	6219	999	P359564	V000387	LEXIA LEARNING SYSTEMS INC.	$ 107,550.00
166	13	6399	005	P359254	V000712	OFFICE DEPOT	4,770.00
166	13	6399	005	P359255	V000712	OFFICE DEPOT	4,770.00
166	13	6219	999	P359608	V019504	PRESENCELEARNING INC.	24,000.00
166	13	6269	890	P347845	V002042	TEXAS SOUTHMOST COLLEGE	500.00
	13 Total						**$ 141,590.00**
166	31	6219	890	P358074	V013570	KURY ED., GLORIA ANN	$ 2,000.00
166	31	6398	890	P359078	V016593	NETSYNC NETWORK SOLUTIONS	6,065.00
166	31	6339	890	P358769	V011423	PEARSON INC.	8,699.00
166	31	6339	890	P359267	V002451	PRO-ED	9,072.00
	31 Total						**$ 25,836.00**
166	36	6399	888	P358603	V013073	D & J SPORTS	$ 470.00
166	36	6399	888	P358602	V012820	SCHOOL OUTFITTERS LLC.	1,557.00
	36 Total						**$ 2,027.00**
166	61	6219	890	P353777	V018280	EMILY ILAND INC.	$ 5,225.00
166	61	6399	890	P359336	V000712	OFFICE DEPOT	294.00
	61 Total						**$ 5,519.00**
	166 Total - State Special Education						**$ 603,418.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Budget Amendment #008

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
Fund 188 – Tax Rate Increase: To set up Carryover Budget for outstanding purchase orders which are committed for fiscal year ending June 30, 2020. These amounts reflect purchase orders, which were encumbered for contracted services, supplies, materials, other services and/or capital outlay.

FISCAL IMPLICATIONS:
Fund 188 – Tax Rate Increase

Function 34 - Transportation	$ 404,245.00
Function 51 - Maintenance & Operations	1,781,862.00
Function 81 - Facilities Acquisition & Construction	4,664,228.00
	$ 6,850,335.00

RECOMMENDATION:
Recommend approval of Budget Amendment #008 in the amount of $6,850,335.00 for Fund 188 – Tax Rate Increase. (Carryover Purchase Order Budget)

Mary D. Garza
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent 7/29/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
188	34	6299	914	P358487	V016524	TYLER TECHNOLOGIES INC.	$ 27,650.00
188	34	6395	914	P358487	V016524	TYLER TECHNOLOGIES INC.	47,000.00
188	34	6249	914	P358487	V016524	TYLER TECHNOLOGIES INC.	64,500.00
188	34	6398	914	P358487	V016524	TYLER TECHNOLOGIES INC.	265,095.00
34 Total							**$ 404,245.00**
188	51	6245	135	P359601	V012697	AAA REPAIR LLC/GRM ELECTRICAL SERVICE	$ 24,810.00
188	51	6245	912	P359530	V012697	AAA REPAIR LLC/GRM ELECTRICAL SERVICE	112,280.00
188	51	6245	912	P353937	V005538	AMERICAN CONTRACTING USA INC.	5,000.00
188	51	6245	912	P352000	V016354	ARGIO ROOFING & CONSTRUCTION LLC.	4,250.00
188	51	6319	044	P359194	V015699	BAKER DISTRIBUTING COMPANY LLC.	11,124.00
188	51	6245	007	P357040	V000996	BROWNSVILLE SHEET METAL WORKS INC.	8,748.00
188	51	6245	105	P358638	V000996	BROWNSVILLE SHEET METAL WORKS INC.	3,127.00
188	51	6245	941	P358636	V000996	BROWNSVILLE SHEET METAL WORKS INC.	4,831.00
188	51	6319	043	P358652	V000070	CED(CONSOLIDATED ELECTRICAL DISTRIBUTORS)	7,882.00
188	51	6319	044	P358651	V000070	CED(CONSOLIDATED ELECTRICAL DISTRIBUTORS)	7,882.00
188	51	6319	141	P359381	V000070	CED(CONSOLIDATED ELECTRICAL DISTRIBUTORS)	12,053.00
188	51	6319	912	P353447	V000070	CED(CONSOLIDATED ELECTRICAL DISTRIBUTORS)	414.00
188	51	6319	912	P358653	V000070	CED(CONSOLIDATED ELECTRICAL DISTRIBUTORS)	3,953.00
188	51	6319	912	P355379	V000880	CENTRAL PLUMBING & ELECTRIC	1,124.00
188	51	6245	004	P359361	V018885	CPM DESIGN LLC.	119,909.00
188	51	6245	007	P359385	V018885	CPM DESIGN LLC.	58,537.00
188	51	6245	104	P359384	V018885	CPM DESIGN LLC.	144,300.00
188	51	6245	120	P359390	V018885	CPM DESIGN LLC.	15,900.00
188	51	6245	126	P359350	V018885	CPM DESIGN LLC.	95,067.00
188	51	6245	930	P359403	V018885	CPM DESIGN LLC.	9,825.00
188	51	6245	001	P359382	V001619	DIAZ FLOORS & INTERIORS INC.	18,309.00
188	51	6319	912	P359285	V001675	DISCOUNT GLASS & METAL	3,105.00
188	51	6319	912	P359290	V001675	DISCOUNT GLASS & METAL	5,609.00
188	51	6319	001	P359426	V009476	ELECTRA TARP INC.	6,249.00
188	51	6319	004	P359426	V009476	ELECTRA TARP INC.	6,249.00
188	51	6319	043	P359426	V009476	ELECTRA TARP INC.	6,249.00
188	51	6319	044	P359426	V009476	ELECTRA TARP INC.	6,249.00
188	51	6319	045	P359426	V009476	ELECTRA TARP INC.	6,249.00
188	51	6319	046	P359426	V009476	ELECTRA TARP INC.	6,249.00
188	51	6319	051	P359426	V009476	ELECTRA TARP INC.	6,249.00
188	51	6319	054	P359426	V009476	ELECTRA TARP INC.	6,249.00
188	51	6319	912	P355383	V008543	ELECTRIC FIXTURE SUPPLY INC.	2,028.00
188	51	6245	940	P353936	V016847	FACILITY SOLUTIONS GROUP INC.	25,525.00
188	51	6319	912	P353479	V001801	FASTENAL COMPANY	32.00
188	51	6245	009	P359380	V004199	FOX MECHANICAL	2,150.00
188	51	6245	133	P359379	V004199	FOX MECHANICAL	6,346.00
188	51	6245	819	P358633	V004199	FOX MECHANICAL	24,237.00
188	51	6319	912	P359050	V000015	GLOOR LUMBER & SUPPLY INC.	21,033.00
188	51	6245	131	P359383	V002579	GONZALEZ GLASS	91,250.00
188	51	6639	001	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	002	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	003	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	004	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	006	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	007	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	008	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	009	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	033	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	043	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	044	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	045	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	046	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	047	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	048	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	051	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	053	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	054	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	055	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	101	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	102	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	104	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	105	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	106	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	108	P359501	V003568	GULF COAST PAPER CO.	5,947.00

Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
188	51	6639	110	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	111	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	112	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	115	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	117	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	120	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	121	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	122	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	123	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	124	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	126	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	127	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	128	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	129	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	130	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	131	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	132	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	133	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	134	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	135	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	136	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	137	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	138	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	139	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	140	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	141	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	142	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	143	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6639	144	P359501	V003568	GULF COAST PAPER CO.	5,947.00
188	51	6319	912	P358648	V003568	GULF COAST PAPER CO.	9,474.00
188	51	6319	912	P358610	V003568	GULF COAST PAPER CO.	14,844.00
188	51	6315	912	P358326	V003568	GULF COAST PAPER CO.	19,715.00
188	51	6315	912	P358327	V003568	GULF COAST PAPER CO.	23,270.00
188	51	6639	912	P359501	V003568	GULF COAST PAPER CO.	65,413.00
188	51	6245	048	P357026	V002266	HURRICANE FENCE CO.	7,008.00
188	51	6245	129	P358645	V002266	HURRICANE FENCE CO.	20,239.00
188	51	6245	131	P357239	V002266	HURRICANE FENCE CO.	23,952.00
188	51	6319	912	P359264	V019298	HYDRAULIC MUDPUMPS INC.	8,655.00
188	51	6639	912	P359265	V019298	HYDRAULIC MUDPUMPS INC.	49,750.00
188	51	6399	912	P358783	V012764	INSIGHT PUBLIC SECTOR INC.	1,146.00
188	51	6639	912	P359400	V001537	JOHN DEERE COMPANY	67,270.00
188	51	6245	912	P358683	V019468	JSJ RODRIGUEZ INC.	2,700.00
188	51	6245	912	P351614	V008522	MARCO ARIZPE ROOFING LLC.	1,490.00
188	51	6319	912	P359357	V001780	MOBILE MINI INC.	9,254.00
188	51	6319	002	P359192	V004148	NALCO COMPANY	3,573.00
188	51	6319	003	P359192	V004148	NALCO COMPANY	3,573.00
188	51	6319	007	P359192	V004148	NALCO COMPANY	3,573.00
188	51	6319	009	P359192	V004148	NALCO COMPANY	3,573.00
188	51	6319	128	P359288	V015672	PERRY MECHANICAL	8,088.00
188	51	6245	001	P359064	V001566	QUALITY HARDWOOD FLOORS INC.	21,500.00
188	51	6245	002	P359064	V001566	QUALITY HARDWOOD FLOORS INC.	3,658.00
188	51	6245	003	P359064	V001566	QUALITY HARDWOOD FLOORS INC.	3,522.00
188	51	6245	004	P359064	V001566	QUALITY HARDWOOD FLOORS INC.	4,274.00
188	51	6245	007	P359064	V001566	QUALITY HARDWOOD FLOORS INC.	4,274.00
188	51	6245	009	P359064	V001566	QUALITY HARDWOOD FLOORS INC.	29,200.00
188	51	6245	043	P359064	V001566	QUALITY HARDWOOD FLOORS INC.	1,169.00
188	51	6245	044	P359064	V001566	QUALITY HARDWOOD FLOORS INC.	1,169.00
188	51	6245	045	P359064	V001566	QUALITY HARDWOOD FLOORS INC.	1,451.00
188	51	6245	046	P359064	V001566	QUALITY HARDWOOD FLOORS INC.	1,469.00
188	51	6245	048	P359064	V001566	QUALITY HARDWOOD FLOORS INC.	1,920.00
188	51	6245	051	P359064	V001566	QUALITY HARDWOOD FLOORS INC.	13,900.00
188	51	6245	054	P359064	V001566	QUALITY HARDWOOD FLOORS INC.	1,977.00
188	51	6245	055	P359064	V001566	QUALITY HARDWOOD FLOORS INC.	1,398.00
188	51	6245	045	P342764	V000547	R. L. ABATEMENT INC.	6,151.00
188	51	6245	045	P342763	V000547	R. L. ABATEMENT INC.	7,125.00
188	51	6245	940	P339159	V018032	SIGMAHN ENGINEERS PLLC.	7,500.00
188	51	6639	912	P356693	V001654	TEJAS EQUIPMENT RENTAL	18,026.00
188	51	6319	819	P358244	V002393	TRANE COMPANY	83,849.00
51 Total							**$ 1,781,862.00**

Brownsville Independent School District
Open Purchase Order Report
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Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
188	81	6629	001	P337957	V015632	AJU SERVICES	$ 2,211.00
188	81	6629	044	P348027	V007683	CENTRAL AIR AND HEATING SERVICE	33,496.00
188	81	6629	139	P348027	V007683	CENTRAL AIR AND HEATING SERVICE	51,961.00
188	81	6629	143	P348027	V007683	CENTRAL AIR AND HEATING SERVICE	22,872.00
188	81	6629	001	P337955	V014727	EDWARDS ABSTRACT AND TITLE CO.	4,537.00
188	81	6629	912	P358324	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	208,000.00
188	81	6629	001	P348641	V018761	GERLACH BUILDERS LLC.	3,194,795.00
188	81	6629	001	P305651	V002573	GOMEZ-MENDEZ-SAENZ ARCHITECTS	237,680.00
188	81	6629	105	P359413	V019459	HALFF ASSOCIATES INC.	37,650.00
188	81	6629	120	P359413	V019459	HALFF ASSOCIATES INC.	37,650.00
188	81	6629	121	P359413	V019459	HALFF ASSOCIATES INC.	37,650.00
188	81	6629	122	P359413	V019459	HALFF ASSOCIATES INC.	37,650.00
188	81	6629	123	P359413	V019459	HALFF ASSOCIATES INC.	37,650.00
188	81	6629	126	P359413	V019459	HALFF ASSOCIATES INC.	37,650.00
188	81	6629	129	P359413	V019459	HALFF ASSOCIATES INC.	37,650.00
188	81	6629	130	P359413	V019459	HALFF ASSOCIATES INC.	37,650.00
188	81	6629	133	P359413	V019459	HALFF ASSOCIATES INC.	37,650.00
188	81	6629	136	P359413	V019459	HALFF ASSOCIATES INC.	37,650.00
188	81	6629	001	P358550	V012764	INSIGHT PUBLIC SECTOR INC.	30,818.00
188	81	6629	870	P348563	V017835	M GARCIA ENGINEERING LLC.	18,000.00
188	81	6629	001	P320849	V005346	PLAGAR ENGINEERING LLC.	8,500.00
188	81	6629	001	P357380	V002492	PUBLIC UTILITIES BOARD	35,664.00
188	81	6629	001	P351407	V000550	RABA KISTNER CONSULTANTS	42,494.00
188	81	6629	870	P338835	V001345	RIKE OGDEN FIGUEROA ALLEX ARCHITECTS INC.	381,850.00
188	81	6629	044	P332007	V018032	SIGMAHN ENGINEERS PLLC.	1,350.00
188	81	6629	139	P331945	V018032	SIGMAHN ENGINEERS PLLC.	3,450.00
188	81	6629	143	P331945	V018032	SIGMAHN ENGINEERS PLLC.	3,150.00
188	81	6629	001	P359587	V019155	TABFX LLC.	6,900.00
	81 Total						**$ 4,664,228.00**
	188 Total - Tax Rate Increase						**$ 6,850,335.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Budget Amendment #009

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
Fund 189 – Maintenance Tax Notes 2017: To set up Carryover Budget for outstanding purchase orders which are committed for fiscal year ending June 30, 2020. These amounts reflect purchase orders, which were encumbered for contracted services, supplies, materials, other services and/or capital outlay.

FISCAL IMPLICATIONS:
Fund 189 – Maintenance Tax Notes 2017

Function 81 - Facilities Acquisition & Construction $ 6,505,998.00

RECOMMENDATION:
Recommend approval of Budget Amendment #009 in the amount of $6,505,998.00 for Fund 189 – Maintenance Tax Notes 2017. (Carryover Purchase Order Budget)

Mary D. Garza
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent

7/29/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District
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Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
189	81	6629	001	P359415	V012697	AAA REPAIR LLC/GRM ELECTRICAL SERVICE	$ 5,750.00
189	81	6629	001	P359416	V005538	AMERICAN CONTRACTING USA INC.	11,500.00
189	81	6629	005	P351917	V005538	AMERICAN CONTRACTING USA INC.	96,719.00
189	81	6629	105	P351917	V005538	AMERICAN CONTRACTING USA INC.	114,372.00
189	81	6629	110	P351917	V005538	AMERICAN CONTRACTING USA INC.	109,459.00
189	81	6629	111	P351917	V005538	AMERICAN CONTRACTING USA INC.	62,278.00
189	81	6629	888	P347352	V018592	AMTECH SOLUTIONS INC.	23,750.00
189	81	6629	105	P352106	V016354	ARGIO ROOFING & CONSTRUCTION LLC.	7,909.00
189	81	6629	110	P352106	V016354	ARGIO ROOFING & CONSTRUCTION LLC.	29,719.00
189	81	6629	111	P352106	V016354	ARGIO ROOFING & CONSTRUCTION LLC.	25,992.00
189	81	6629	132	P352106	V016354	ARGIO ROOFING & CONSTRUCTION LLC.	444,877.00
189	81	6629	005	P315712	V018692	ARMKO INDUSTRIES INC.	1,414.00
189	81	6629	105	P315712	V018692	ARMKO INDUSTRIES INC.	2,191.00
189	81	6629	110	P315712	V018692	ARMKO INDUSTRIES INC.	1,567.00
189	81	6629	111	P315712	V018692	ARMKO INDUSTRIES INC.	932.00
189	81	6629	132	P315712	V018692	ARMKO INDUSTRIES INC.	9,548.00
189	81	6629	120	P337805	V009975	CENTENNIAL CONTRACTORS ENTERPRISES INC.	48,077.00
189	81	6629	888	P348026	V007683	CENTRAL AIR AND HEATING SERVICE	130,817.00
189	81	6629	001	P351039	V018653	CHANIN ENGINEERING LLC.	750.00
189	81	6629	043	P311910	V018653	CHANIN ENGINEERING LLC.	5,911.00
189	81	6629	044	P311910	V018653	CHANIN ENGINEERING LLC.	5,911.00
189	81	6629	104	P311910	V018653	CHANIN ENGINEERING LLC.	7,411.00
189	81	6629	113	P311910	V018653	CHANIN ENGINEERING LLC.	7,411.00
189	81	6629	117	P311910	V018653	CHANIN ENGINEERING LLC.	5,911.00
189	81	6629	003	P310805	V018639	E3 ENTEGRAL SOLUTIONS INC.	14,113.00
189	81	6629	003	P326622	V018639	E3 ENTEGRAL SOLUTIONS INC.	85,678.00
189	81	6629	003	P334496	V018639	E3 ENTEGRAL SOLUTIONS INC.	93,247.00
189	81	6629	006	P326622	V018639	E3 ENTEGRAL SOLUTIONS INC.	47,328.00
189	81	6629	007	P310805	V018639	E3 ENTEGRAL SOLUTIONS INC.	16,283.00
189	81	6629	007	P326622	V018639	E3 ENTEGRAL SOLUTIONS INC.	23,539.00
189	81	6629	007	P334496	V018639	E3 ENTEGRAL SOLUTIONS INC.	140,511.00
189	81	6629	042	P310805	V018639	E3 ENTEGRAL SOLUTIONS INC.	3,355.00
189	81	6629	045	P310805	V018639	E3 ENTEGRAL SOLUTIONS INC.	6,223.00
189	81	6629	045	P326622	V018639	E3 ENTEGRAL SOLUTIONS INC.	138,960.00
189	81	6629	054	P310805	V018639	E3 ENTEGRAL SOLUTIONS INC.	6,593.00
189	81	6629	054	P334496	V018639	E3 ENTEGRAL SOLUTIONS INC.	38,115.00
189	81	6629	135	P326622	V018639	E3 ENTEGRAL SOLUTIONS INC.	3,293.00
189	81	6629	135	P310805	V018639	E3 ENTEGRAL SOLUTIONS INC.	4,021.00
189	81	6629	001	P305835	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	29,258.00
189	81	6629	002	P326988	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	84.00
189	81	6629	003	P326988	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	384.00
189	81	6629	003	P359515	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	15,327.00
189	81	6629	007	P326974	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	1.00
189	81	6629	007	P326988	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	124.00
189	81	6629	007	P359515	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	34,189.00
189	81	6629	048	P326988	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	2,702.00
189	81	6629	051	P326974	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	1.00
189	81	6629	051	P326988	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	567.00
189	81	6629	053	P326988	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	4,481.00
189	81	6629	054	P359515	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	9,432.00
189	81	6629	131	P326988	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	75.00
189	81	6629	137	P326974	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	1.00
189	81	6629	137	P326988	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	3,453.00
189	81	6629	888	P326974	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	77.00
189	81	6629	888	P336377	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	42,574.00
189	81	6629	984	P357067	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	13,650.00
189	81	6629	001	P317892	V018761	GERLACH BUILDERS LLC.	25,327.00
189	81	6629	101	P338515	V002573	GOMEZ-MENDEZ-SAENZ ARCHITECTS	26,100.00
189	81	6629	124	P338515	V002573	GOMEZ-MENDEZ-SAENZ ARCHITECTS	22,500.00
189	81	6629	007	P359414	V007189	GONZALEZ ENGINEERING & SURVEYING INC.	28,230.00
189	81	6629	101	P312612	V005042	GREEN-RUBIANO & ASSOCIATES INC.	13,456.00
189	81	6629	102	P312612	V005042	GREEN-RUBIANO & ASSOCIATES INC.	3,833.00
189	81	6629	103	P312612	V005042	GREEN-RUBIANO & ASSOCIATES INC.	10,423.00
189	81	6629	105	P312612	V005042	GREEN-RUBIANO & ASSOCIATES INC.	13,536.00
189	81	6629	120	P312612	V005042	GREEN-RUBIANO & ASSOCIATES INC.	13,672.00
189	81	6629	133	P312612	V005042	GREEN-RUBIANO & ASSOCIATES INC.	2,230.00
189	81	6629	913	P339969	V005042	GREEN-RUBIANO & ASSOCIATES INC.	5,000.00
189	81	6629	111	P359545	V012764	INSIGHT PUBLIC SECTOR INC.	3,118.00
189	81	6629	047	P359540	V017835	M GARCIA ENGINEERING LLC.	45,500.00
189	81	6629	120	P311535	V017835	M GARCIA ENGINEERING LLC.	5,750.00

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Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
189	81	6629	005	P358598	V017987	NM CONTRACTING LLC.	134,361.00
189	81	6629	120	P316765	V001235	PBK ARCHITECTS	22,395.00
189	81	6629	131	P316766	V001235	PBK ARCHITECTS	7,500.00
189	81	6629	005	P349335	V005346	PLAGAR ENGINEERING LLC.	7,750.00
189	81	6629	101	P355922	V005346	PLAGAR ENGINEERING LLC.	2,900.00
189	81	6629	101	P340313	V005346	PLAGAR ENGINEERING LLC.	3,500.00
189	81	6629	108	P340305	V005346	PLAGAR ENGINEERING LLC.	3,500.00
189	81	6629	130	P315176	V005346	PLAGAR ENGINEERING LLC.	700.00
189	81	6629	007	P359539	V000550	RABA KISTNER CONSULTANTS	177,000.00
189	81	6629	043	P356620	V019420	RG ENTERPRISES LLC.	421,065.00
189	81	6629	044	P356620	V019420	RG ENTERPRISES LLC.	357,135.00
189	81	6629	104	P356620	V019420	RG ENTERPRISES LLC.	319,328.00
189	81	6629	117	P356620	V019420	RG ENTERPRISES LLC.	233,024.00
189	81	6629	004	P317891	V001504	RIO ROOFING INC.	79,900.00
189	81	6629	002	P317802	V018640	SCHNEIDER ELECTRIC	22,133.00
189	81	6629	002	P326763	V018640	SCHNEIDER ELECTRIC	36,273.00
189	81	6629	048	P317802	V018640	SCHNEIDER ELECTRIC	11,186.00
189	81	6629	048	P326763	V018640	SCHNEIDER ELECTRIC	198,460.00
189	81	6629	051	P317802	V018640	SCHNEIDER ELECTRIC	8,863.00
189	81	6629	051	P326763	V018640	SCHNEIDER ELECTRIC	83,869.00
189	81	6629	053	P317802	V018640	SCHNEIDER ELECTRIC	8,180.00
189	81	6629	053	P326763	V018640	SCHNEIDER ELECTRIC	211,583.00
189	81	6629	131	P317802	V018640	SCHNEIDER ELECTRIC	5,184.00
189	81	6629	131	P326763	V018640	SCHNEIDER ELECTRIC	32,452.00
189	81	6629	137	P317802	V018640	SCHNEIDER ELECTRIC	7,704.00
189	81	6629	137	P326763	V018640	SCHNEIDER ELECTRIC	109,701.00
189	81	6629	888	P317802	V018640	SCHNEIDER ELECTRIC	8,395.00
189	81	6629	004	P337802	V018032	SIGMAHN ENGINEERS PLLC.	13,843.00
189	81	6629	005	P355289	V018032	SIGMAHN ENGINEERS PLLC.	3,000.00
189	81	6629	005	P348029	V018032	SIGMAHN ENGINEERS PLLC.	10,000.00
189	81	6629	054	P324849	V018032	SIGMAHN ENGINEERS PLLC.	15,000.00
189	81	6629	888	P330772	V018032	SIGMAHN ENGINEERS PLLC.	1,200.00
189	81	6629	004	EP20028	V019155	TABFX LLC.	12,950.00
189	81	6629	001	P316181	V001691	TERRACON CONSULTANTS INC.	30,357.00
189	81	6629	120	P317410	V001691	TERRACON CONSULTANTS INC.	2,990.00
189	81	6629	130	P317410	V001691	TERRACON CONSULTANTS INC.	1,820.00
189	81	6629	131	P317410	V001691	TERRACON CONSULTANTS INC.	1,590.00
189	81	6629	004	P355823	V009164	VICTORIA AIR CONDITIONING	1,393,717.00
189	81	6629	913	EP20029	V011782	ZIWA CORPORATION	349,000.00
	81 Total						**$ 6,505,998.00**
	189 Total - Maintenance Tax Notes 2017						**$ 6,505,998.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Budget Amendment #010

X **Action**
Information
Discussion

BACKGROUND:
Fund 197 – Projects: To set up Carryover Budget for outstanding purchase orders which are committed for fiscal year ending June 30, 2020. These amounts reflect purchase orders, which were encumbered for contracted services, supplies, materials, other services and/or capital outlay.

FISCAL IMPLICATIONS:
Fund 197 – Projects

Function 11 - Instruction	$ 13,758.00
Function 41 - Administration	9,850.00
Function 51 - Maintenance & Operations	552,210.00
Function 52 - Security Services	6,349.00
Function 81 - Facilities Acquisition & Construction	846,313.00
	$ 1,428,480.00

RECOMMENDATION:
Recommend approval of Budget Amendment #010 in the amount of $1,428,480.00 for Fund 197 – Projects. (Carryover Purchase Order Budget)

Mary D. Garza
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent 7/29/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District
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Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
197	11	6398	003	P352540	V000845	MELHART MUSIC CENTER INC.	$ 6,351.00
197	11	6398	001	P357848	V010320	ROMEO MUSIC	7,407.00
11 Total							**$ 13,758.00**
197	41	6499	916	P358395	V009542	LAMAR OUTDOOR ADVERTISING	$ 1,850.00
197	41	6499	916	P359280	V017417	MOBILE VIDEO TAPES INC.	4,000.00
197	41	6499	916	P359263	V017412	SINCLAIR BROADCAST GROUP INC.	4,000.00
41 Total							**$ 9,850.00**
197	51	6631	912	P359466	V007421	CALDWELL COUNTRY CHEVROLET	$ 27,790.00
197	51	6631	912	P359467	V007421	CALDWELL COUNTRY CHEVROLET	30,959.00
197	51	6631	912	P359468	V007421	CALDWELL COUNTRY CHEVROLET	35,920.00
197	51	6631	912	P359464	V007421	CALDWELL COUNTRY CHEVROLET	39,990.00
197	51	6631	912	P359465	V007421	CALDWELL COUNTRY CHEVROLET	49,990.00
197	51	6631	912	P359490	V007421	CALDWELL COUNTRY CHEVROLET	62,318.00
197	51	6246	912	P359600	V002491	G & T PAVING COMPANY LLC.	293,843.00
197	51	6497	912	P342735	V002460	SPOT RUBBER WELDERS INC.	592.00
197	51	6245	045	P342755	V001691	TERRACON CONSULTANTS INC.	5,404.00
197	51	6245	045	P342756	V001691	TERRACON CONSULTANTS INC.	5,404.00
51 Total							**$ 552,210.00**
197	52	6397	002	P357627	V018816	SECURITAS ELECTRONIC SECURITY INC.	$ 6,349.00
52 Total							**$ 6,349.00**
197	81	6629	048	P329453	V018653	CHANIN ENGINEERING LLC.	$ 1,500.00
197	81	6629	047	P341442	V002491	G & T PAVING COMPANY LLC.	36,950.00
197	81	6629	009	P344023	V002573	GOMEZ-MENDEZ-SAENZ ARCHITECTS	35,033.00
197	81	6629	047	P359606	V002266	HURRICANE FENCE CO.	7,381.00
197	81	6629	047	P296222	V017835	M GARCIA ENGINEERING LLC.	6,623.00
197	81	6629	002	P359163	V000845	MELHART MUSIC CENTER INC.	44,370.00
197	81	6629	047	P341439	V001691	TERRACON CONSULTANTS INC.	4,236.00
197	81	6629	009	EP20026	V011782	ZIWA CORPORATION	710,220.00
81 Total							**$ 846,313.00**
197 Total - Projects							**$ 1,428,480.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Budget Amendment #011

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
Fund 199 – Local Maintenance: To set up Carryover Budget for outstanding purchase orders which are committed for fiscal year ending June 30, 2020. These amounts reflect purchase orders, which were encumbered for contracted services, supplies, materials, other services and/or capital outlay.

FISCAL IMPLICATIONS:
Fund 199 – Local Maintenance

Total Carryover Purchase Orders $2,059,749.00

Please refer to attachment for details

RECOMMENDATION:
Recommend approval of Budget Amendment #011 in the amount of $2,059,749.00 for Fund 199 – Local Maintenance. (Carryover Purchase Order Budget)

Mary D. Garza
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
7/29/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Item Title: **Budget Amendment #011**

BACKGROUND (continued)

Function 11 – Instruction	$	131,986.00
Function 12 – Instructional Resources		24,935.00
Function 13 – Staff Development		19,072.00
Function 23 – Campus Leadership		20,450.00
Function 31 – Guidance & Counseling		6,412.00
Function 33 – Health Services		673.00
Function 34 – Transportation		4,063.00
Function 36 – Co-Curricular Activities		155,840.00
Function 41 – Administration		363,617.00
Function 51 – Maintenance & Operations		910,047.00
Function 52 – Security Services		7,708.00
Function 53 – Data processing Services		414,138.00
Function 61 – Community Services		808.00
	$	2,059,749.00

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Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
199	11	6321	003	P359479	CTWH	BISD CENTRAL WAREHOUSE	$ 2,403.00
199	11	6398	139	P359584	V000002	DELL MARKETING LP	1,650.00
199	11	6399	007	P352606	V011741	EDMUND NIELSEN WOODWINDS	298.00
199	11	6399	121	P357538	V003531	GOPHER SPORT/PLAY WITH A PURPOSE CATALOG	807.00
199	11	6399	001	P357936	V002162	GUITAR CENTER	666.00
199	11	6399	104	P358570	V002162	GUITAR CENTER	228.00
199	11	6399	980	P358539	V019472	HIGH END ADVERTISING	1,220.00
199	11	6498	002	P357322	V001538	JOSTENS - THE CLASS RING COMPANY	5,280.00
199	11	6498	009	P350444	V001538	JOSTENS - THE CLASS RING COMPANY	425.00
199	11	6498	003	P350418	V000270	LAD T-SHIRTS	2,202.00
199	11	6399	980	P359605	V016603	LD PRODUCTS INC.	115,860.00
199	11	6399	003	P354111	V016839	THE FLOWER GALLERY	250.00
199	11	6399	124	P357377	V002583	US GAMES	697.00
	11 Total						**$ 131,986.00**
199	12	6631	871	P355496	V007421	CALDWELL COUNTRY CHEVROLET	$ 23,375.00
199	12	6329	104	P353318	V005056	GUMDROP BOOKS	1,500.00
199	12	6411	002	P348298	V000944	REGION ONE EDUCATION CENTER	60.00
	12 Total						**$ 24,935.00**
199	13	6411	891	P351301	V008946	IMCAT	$ 355.00
199	13	6498	891	P358685	V002425	SPECIALTY ADVERTISERS	17,997.00
199	13	6399	919	P355450	V001928	TEXAS EDUCATION AGENCY	225.00
199	13	6411	009	P359496	V017653	UNIVERSITY OF TEXAS RIO GRANDE VALLEY	495.00
	13 Total						**$ 19,072.00**
199	23	6398	126	P358660	V000747	APPLE INC.	$ 1,361.00
199	23	6398	007	P359588	V000002	DELL MARKETING LP	11,220.00
199	23	6498	007	P358253	V001538	JOSTENS - THE CLASS RING COMPANY	1,485.00
199	23	6498	007	P358467	V001538	JOSTENS - THE CLASS RING COMPANY	1,514.00
199	23	6399	139	P359583	V016593	NETSYNC NETWORK SOLUTIONS	4,271.00
199	23	6411	009	P351292	V000944	REGION ONE EDUCATION CENTER	100.00
199	23	6498	047	P358367	V001492	VALLEY TROPHY SERVICE	499.00
	23 Total						**$ 20,450.00**
199	31	6395	985	P359251	V012764	INSIGHT PUBLIC SECTOR INC.	$ 282.00
199	31	6339	949	P353482	V011423	PEARSON INC.	280.00
199	31	6339	001	P345526	V001297	THE COLLEGE BOARD	2,250.00
199	31	6339	007	P349664	V001297	THE COLLEGE BOARD	3,600.00
	31 Total						**$ 6,412.00**
199	33	6399	007	P359175	V001554	SCHOOL NURSE SUPPLY	$ 673.00
	33 Total						**$ 673.00**
199	34	6315	914	P359303	V003568	GULF COAST PAPER CO.	$ 744.00
199	34	6249	914	P356923	V019437	HARRIS COUNTY TX	365.00
199	34	6395	914	P359554	V012764	INSIGHT PUBLIC SECTOR INC.	2,954.00
	34 Total						**$ 4,063.00**
199	36	6399	888	P353501	V000515	AMERICAN RED CROSS	$ 975.00
199	36	6399	877	P359607	V019496	AMRO MUSIC INC.	475.00
199	36	6249	888	P357095	V001137	DAKTRONICS INC.	1,788.00
199	36	6399	047	P357603	V001601	DEMOULIN BROTHERS & COMPANY	66,898.00
199	36	6399	877	P354093	V001601	DEMOULIN BROTHERS & COMPANY	61,962.00
199	36	6497	048	P350445	V001696	DUKE UNIVERSITY	540.00
199	36	6498	132	P356051	V003553	GT GOLDSPORTS	310.00
199	36	6498	919	P356749	V003553	GT GOLDSPORTS	640.00
199	36	6399	043	P358657	V002162	GUITAR CENTER	170.00
199	36	6497	877	P352202	V001929	HARLINGEN CISD	400.00
199	36	6497	877	P354162	V001929	HARLINGEN CISD	400.00
199	36	6497	877	P355583	V001929	HARLINGEN CISD	800.00
199	36	6399	877	P355458	V016340	J.L. SMITH & CO. INC.	2,108.00
199	36	6399	888	P341821	V016512	PRAXAIR DISTRIBUTION INC.	302.00
199	36	6399	888	P341819	V016512	PRAXAIR DISTRIBUTION INC.	1,675.00
199	36	6269	005	P344398	V001027	RENTAL WORLD LLC	2,200.00
199	36	6399	007	P359174	V002236	SOUTHEASTERN PERFORMANCE APPAREL	400.00
199	36	6497	002	P354005	V008999	TEXAS EDUCATIONAL COLORGUARD ASSOCIATION	1,000.00
199	36	6497	007	P352625	V016158	TEXAS MUSIC FESTIVALS ENTERPRISE INC.	1,800.00
199	36	6497	919	P358294	V012370	TEXAS STATE HISTORICAL ASSOCIATION	3,685.00
199	36	6497	919	P355083	V017653	UNIVERSITY OF TEXAS RIO GRANDE VALLEY	511.00

Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
199	36	6399	003	P356773	V005326	WEISSMAN	3,059.00
199	36	6399	004	P355824	V005326	WEISSMAN	477.00
199	36	6249	877	P346343	V013530	WHITE, MICHAEL A.	3,265.00
36 Total							**$ 155,840.00**
199	41	6299	973	P356401	V019427	ARCBRIDGE CONSULTING & TRAINING INC.	$ 86,800.00
199	41	6398	727	P359476	V000002	DELL MARKETING LP	16,792.00
199	41	6398	928	P359532	V000002	DELL MARKETING LP	3,248.00
199	41	6398	991	P359609	V000002	DELL MARKETING LP	1,492.00
199	41	6398	991	P359580	V000002	DELL MARKETING LP	1,875.00
199	41	6211	928	P354220	V017333	ESPARZA & GARZA LLP.	19,160.00
199	41	6219	980	P358781	V001891	ESTRADA HINOJOSA & COMPANY INC.	10,000.00
199	41	6299	732	P352995	V001818	FEDEX	1,300.00
199	41	6211	736	P359562	V019502	GARZA & GARZA LAW PLLC.	3,375.00
199	41	6211	736	P359561	V019502	GARZA & GARZA LAW PLLC.	3,750.00
199	41	6497	726	P355350	V012040	GOVERNMENT FINANCE OFFICERS ASSOCIATION	250.00
199	41	6395	726	P359556	V012764	INSIGHT PUBLIC SECTOR INC.	1,266.00
199	41	6395	726	P359557	V012764	INSIGHT PUBLIC SECTOR INC.	1,829.00
199	41	6395	732	P359558	V012764	INSIGHT PUBLIC SECTOR INC.	1,266.00
199	41	6299	928	P344865	V017489	JD PALATINE LLC.	31,177.00
199	41	6299	728	P339682	V008414	MOAK CASEY & ASSOCIATES LLP	22,000.00
199	41	6399	729	P359447	V016593	NETSYNC NETWORK SOLUTIONS	247.00
199	41	6211	701	P358145	V016866	O'HANLON-DEMERATH & CASTILLO P.C.	1,453.00
199	41	6211	701	P350224	V016866	O'HANLON-DEMERATH & CASTILLO P.C.	5,000.00
199	41	6211	928	P354643	V016866	O'HANLON-DEMERATH & CASTILLO P.C.	11,637.00
199	41	6498	928	P358405	V002425	SPECIALTY ADVERTISERS	2,989.00
199	41	6497	928	P354919	V002801	STATE BOARD FOR EDUCATOR CERTIFICATION	11,160.00
199	41	6497	928	P343202	V001253	TASB	45,000.00
199	41	6497	928	P348421	V001253	TASB	45,000.00
199	41	6299	984	P342347	V001253	TASB	106.00
199	41	6219	727	P354132	V001732	TEXAS ALCOHOL & DRUG TESTING SERVICE INC.	7,267.00
199	41	6211	736	P359566	V019503	THE SANCHEZ LAW FIRM	3,375.00
199	41	6249	732	P354170	V014665	TIME CLOCK PLUS	6,000.00
199	41	6498	727	P355617	V001492	VALLEY TROPHY SERVICE	2,745.00
199	41	6211	928	P354644	V001064	WALSH GALLEGOS TREVINO RUSSO & KYLE P.C.	14,153.00
199	41	6299	736	P341997	V015564	WEST PUBLISHING CORPORATION	1,905.00
41 Total							**$ 363,617.00**
199	51	6245	912	P341456	V012697	AAA REPAIR LLC/GRM ELECTRICAL SERVICE	$ 6,820.00
199	51	6245	912	P341445	V012697	AAA REPAIR LLC/GRM ELECTRICAL SERVICE	7,000.00
199	51	6219	912	P348400	V017479	AGH & SURVEYING LLC.	3,100.00
199	51	6316	912	P356451	V018583	AG-PRO TEXAS LLC.	3,999.00
199	51	6245	912	P359356	V017166	ALAMO DOOR SYSTEMS INC.	1,500.00
199	51	6398	972	P359417	V000747	APPLE INC.	3,347.00
199	51	6319	912	P357064	V015699	BAKER DISTRIBUTING COMPANY LLC.	3,777.00
199	51	6245	912	P359186	V017981	BOUGAMBILIAS CONSTRUCTION LLC.	771.00
199	51	6319	912	P359596	V019505	BRANDIT LLC	3,590.00
199	51	6319	912	P358309	V000996	BROWNSVILLE SHEET METAL WORKS INC.	1,245.00
199	51	6319	912	P359278	V000080	C & S SAFETY SUPPLY	958.00
199	51	6397	912	P359377	V007421	CALDWELL COUNTRY CHEVROLET	400.00
199	51	6631	912	P359377	V007421	CALDWELL COUNTRY CHEVROLET	40,936.00
199	51	6631	915	P353517	V007421	CALDWELL COUNTRY CHEVROLET	37,770.00
199	51	6319	912	P357801	V000070	CED(CONSOLIDATED ELECTRICAL DISTRIBUTORS)	592.00
199	51	6319	912	P359200	V000871	CENTRAL BOLT & INDUSTRIAL SUPPLIES	456.00
199	51	6319	912	P356770	V000880	CENTRAL PLUMBING & ELECTRIC	2,570.00
199	51	6269	912	P357795	V001170	CINTAS CORPORATION	6,272.00
199	51	6246	912	P359488	V017908	CONTINENTAL PLUMBING SERVICES	12,600.00
199	51	6245	912	P359502	V018885	CPM DESIGN LLC.	1,695.00
199	51	6245	912	P359351	V018885	CPM DESIGN LLC.	7,302.00
199	51	6245	912	P357008	V018885	CPM DESIGN LLC.	16,935.00
199	51	6398	972	P359541	V000002	DELL MARKETING LP	1,492.00
199	51	6219	912	P346471	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	4,500.00
199	51	6219	912	P359598	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	6,000.00
199	51	6219	912	P345805	V017857	ETHOS-HOTISTIQUE HOLDINGS LLC.	16,250.00
199	51	6319	912	P359198	V015283	FAIRWAY SUPPLY INC.	889.00
199	51	6319	912	P356712	V015283	FAIRWAY SUPPLY INC.	1,971.00
199	51	6319	912	P359207	V015283	FAIRWAY SUPPLY INC.	4,017.00
199	51	6319	912	P359196	V015283	FAIRWAY SUPPLY INC.	6,634.00
199	51	6399	912	P359184	V011272	FERGUSON US HOLDINGS INC.	2,800.00
199	51	6245	888	P359463	V004199	FOX MECHANICAL	4,730.00

Brownsville Independent School District
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June 30, 2020

Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
199	51	6245	912	P357011	V004199	FOX MECHANICAL	1,703.00
199	51	6319	912	P350376	V002491	G & T PAVING COMPANY LLC.	1,080.00
199	51	6319	912	P355391	V002491	G & T PAVING COMPANY LLC.	1,296.00
199	51	6319	912	P359210	V002491	G & T PAVING COMPANY LLC.	1,296.00
199	51	6246	912	P359600	V002491	G & T PAVING COMPANY LLC.	40,000.00
199	51	6399	912	P359378	V002130	GATEWAY PRINTING & OFFICE SUPPLY INC.	472.00
199	51	6399	912	P359422	V002130	GATEWAY PRINTING & OFFICE SUPPLY INC.	1,440.00
199	51	6399	047	P355833	V000015	GLOOR LUMBER & SUPPLY INC.	2,080.00
199	51	6319	912	P359047	V000015	GLOOR LUMBER & SUPPLY INC.	1,365.00
199	51	6245	912	P359214	V002579	GONZALEZ GLASS	300.00
199	51	6319	912	P359215	V002579	GONZALEZ GLASS	397.00
199	51	6319	912	P359214	V002579	GONZALEZ GLASS	494.00
199	51	6245	912	P359217	V002579	GONZALEZ GLASS	5,089.00
199	51	6246	912	P358352	V017824	GUAJARDO TURF FARMS INC.	1,100.00
199	51	6398	045	P359506	V003568	GULF COAST PAPER CO.	615.00
199	51	6319	912	P356743	V003568	GULF COAST PAPER CO.	435.00
199	51	6497	912	P350086	V003568	GULF COAST PAPER CO.	700.00
199	51	6249	912	P359474	V003568	GULF COAST PAPER CO.	945.00
199	51	6315	912	P359595	V003568	GULF COAST PAPER CO.	3,800.00
199	51	6398	912	P359568	V003568	GULF COAST PAPER CO.	6,800.00
199	51	6319	912	P359567	V003568	GULF COAST PAPER CO.	8,950.00
199	51	6319	912	P357879	V003568	GULF COAST PAPER CO.	21,125.00
199	51	6315	980	P359300	V003568	GULF COAST PAPER CO.	301,249.00
199	51	6399	980	P359282	V019472	HIGH END ADVERTISING	787.00
199	51	6245	912	P357061	V011186	JOHNSON CONTROLS INC.	12,000.00
199	51	6319	912	P357878	V000394	JOHNSTONE SUPPLY	1,374.00
199	51	6245	912	P358683	V019468	JSJ RODRIGUEZ INC.	8,352.00
199	51	6639	912	P359599	V012580	MAE POWER EQUIPMENT	35,637.00
199	51	6245	912	P359503	V008522	MARCO ARIZPE ROOFING LLC.	1,800.00
199	51	6425	917	P358416	V009736	MONTALVO INSURANCE AGENCY	49,946.00
199	51	6246	912	P359493	V002153	MONTENEGRO'S PAVING & HAULING	12,034.00
199	51	6246	912	P359494	V002153	MONTENEGRO'S PAVING & HAULING	19,726.00
199	51	6246	912	P359509	V002153	MONTENEGRO'S PAVING & HAULING	22,108.00
199	51	6399	912	P359386	V016593	NETSYNC NETWORK SOLUTIONS	932.00
199	51	6311	912	P357873	V000750	OIL PATCH FUEL & SUPPLY	2,154.00
199	51	6411	912	P353924	V000656	O'REILLY AUTO PARTS	960.00
199	51	6245	912	P359164	V001602	PETROLEUM SOLUTIONS INC.	525.00
199	51	6245	912	P358639	V001602	PETROLEUM SOLUTIONS INC.	3,743.00
199	51	6249	915	P359316	V018320	POWERSCHOOL GROUP LLC.	6,720.00
199	51	6319	912	P355399	V016512	PRAXAIR DISTRIBUTION INC.	1,565.00
199	51	6319	912	P356943	V017967	PRECISION SAW & TOOLTEX INC.	1,415.00
199	51	6245	912	P357063	V006240	PROTECH MECHANICAL INC.	12,000.00
199	51	6244	912	P356593	V010413	RUSH TRUCK CENTER	3,531.00
199	51	6245	912	P356593	V010413	RUSH TRUCK CENTER	5,532.00
199	51	6291	912	P355109	V019413	SCAFFOLD MANAGEMENT SERVICES INC.	6,000.00
199	51	6319	912	P355567	V001843	SHERWIN WILLIAMS	4,445.00
199	51	6411	912	P341543	V009931	SOUTH TEXAS ASSOC. OF SCHOOL MAINTENANCE OFFICIA	75.00
199	51	6319	912	P358644	V002111	SOUTH TEXAS MOULDING INC.	247.00
199	51	6316	915	P359458	V011245	SOUTHERN TIRE MART	760.00
199	51	6319	912	P359597	V002425	SPECIALTY ADVERTISERS	4,750.00
199	51	6244	912	P347948	V002460	SPOT RUBBER WELDERS INC.	6,333.00
199	51	6316	912	P359293	V002564	SYN-TECH SYSTEMS INC.	1,296.00
199	51	6497	912	P359411	V001288	TASBO	200.00
199	51	6245	912	P326703	V001691	TERRACON CONSULTANTS INC.	2,189.00
199	51	6497	912	P341690	V006356	TEXAS DEPARTMENT OF STATE HEALTH SERVICES	1,788.00
199	51	6399	980	P358520	V019478	TEXAS ENTERPRISES INC.	22,398.00
199	51	6425	917	P359131	V003787	TEXAS POLITICAL SUBDIVISIONS	12,239.00
199	51	6245	912	P345560	V002312	THYSSENKRUPP ELEVATOR CORP.	1,620.00
199	51	6245	912	P344848	V002312	THYSSENKRUPP ELEVATOR CORP.	4,620.00
199	51	6316	912	P349570	V002344	TIPTON MOTORS INC.	785.00
199	51	6497	912	P354138	V010282	TONY YZAGUIRRE JR.	997.00
199	51	6398	045	P359505	V001483	VALLEY RADIO CENTER	1,978.00
199	51	6246	912	P359185	V016767	VILLA LAWN CARE AND TREE SERVICE	7,324.00
199	51	6245	912	P341679	V018385	WESTERN STATES FIRE PROTECTION CO.	11,513.00
	51 Total						**$ 910,047.00**
199	52	6219	937	P359461	V016011	COMPANION ANIMAL HOSPITAL	$ 3,000.00
199	52	6244	937	P359323	V013576	FLEET SAFETY EQUIPMENT INC.	330.00
199	52	6499	937	P356771	V012554	PETSMART STORE	740.00
199	52	6399	937	P358420	V010653	PRECISION DELTA AMMUNITION	668.00

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June 30, 2020

Fund	Function	Object	Location	PO#	Vendor ID	Vendor Name	Balance
199	52	6219	937	P343980	V014223	PRODUCTIVITY CENTER INC.	1,080.00
199	52	6244	937	P357602	V000909	RED BARN TIRE SERVICE INC.	1,890.00
	52 Total						**$ 7,708.00**
199	53	6299	999	P356492	V012697	AAA REPAIR LLC/GRM ELECTRICAL SERVICE	$ 8,000.00
199	53	6399	730	P359455	V000417	B & H PHOTO & ELECTRONICS CORP.	2,717.00
199	53	6639	999	P359455	V000417	B & H PHOTO & ELECTRONICS CORP.	5,495.00
199	53	6249	999	P359534	V000450	BETANCOURT HOUSE MOVERS	1,000.00
199	53	6631	730	P352254	V007421	CALDWELL COUNTRY CHEVROLET	22,925.00
199	53	6399	730	P359521	V000082	CDW GOVERNMENT INC.	3,034.00
199	53	6399	730	P359407	V000082	CDW GOVERNMENT INC.	4,819.00
199	53	6399	730	P359408	V000082	CDW GOVERNMENT INC.	6,162.00
199	53	6398	730	P359517	V000002	DELL MARKETING LP	9,412.00
199	53	6399	999	P359391	V012764	INSIGHT PUBLIC SECTOR INC.	2,565.00
199	53	6249	999	P353587	V012764	INSIGHT PUBLIC SECTOR INC.	24,974.00
199	53	6639	999	P357140	V012764	INSIGHT PUBLIC SECTOR INC.	48,053.00
199	53	6249	730	P341152	V018320	POWERSCHOOL GROUP LLC.	209,571.00
199	53	6299	734	P321999	V018320	POWERSCHOOL GROUP LLC.	3,840.00
199	53	6299	734	P341400	V018320	POWERSCHOOL GROUP LLC.	28,806.00
199	53	6299	734	P358433	V018320	POWERSCHOOL GROUP LLC.	31,765.00
199	53	6299	999	P347644	V011517	SMARTCOM	1,000.00
	53 Total						**$ 414,138.00**
199	61	6399	127	P357699	V000618	KAPLAN EARLY LEARNING CO.	$ 808.00
	61 Total						**$ 808.00**
	199 Total - Local Maintenance						**$ 2,059,749.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Budget Amendment #012

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:
A Budget Amendment is necessary to set up Carryover Budget for the remaining balance for Veterans Visitors Restroom/Concession, Hanna Gym, Stadium Upgrades, HVAC, Canopies, Parking, Re-Roofing, Transportation and Maintenance Projects and recognize new funding for Optional Extended Day.

FISCAL IMPLICATIONS:
Local Funds

Function 11-Instruction	$	1,000,000.00
Function 34-Transportation		34,395.00
Function 51-Maintanance and Operations		2,580,000.00
Function 81-Construction/Renovation		37,960,565.00
	$	41,574,960.00

RECOMMENDATION:
Recommend approval of Budget Amendment #012 in the amount of $41,574,960.00 for Local Funds. (Carryover Budget of $40,574,960.00 and New Funding of $1,000,000.00)

Mary D. Garza
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
7/29/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

8/4/2020

FUNCTION	SALARIES	CONTRACTED SERVICES	SUPPLIES & MATERIALS	OTHER MISC. EXPENSES	EQUIPMENT	TOTAL
	6100	**6200**	**6300**	**6400**	**6600**	
11	$ 1,000,000					$ 1,000,000
12						
13						
21						
23						
31						
32						
33						
34		$ 10,500	$ 23,895			$ 34,395
36						
41						
51					$ 2,580,000	$ 2,580,000
52						
53						
61						$ -
81		$ 100,000			$ 37,860,565	$ 37,960,565
TOTAL	$ 1,000,000	$ 110,500	$ 23,895	$ -	$ 40,440,565	$ 41,574,960

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 08/04/20

Item Title: Budget Amendment #013

X **Action**
____ **Information**
____ **Discussion**

BACKGROUND:

A Budget Amendment is necessary for COVID-19 expenditures of motionless hand sanitizer equipment, motionless faucets, motionless wash stations and other items as deemed necessary to open schools for in person instruction. Costs will be submitted for reimbursement through FEMA and/or Cares Act.

FISCAL IMPLICATIONS:

Local Funds

Function 11-Instruction	$	1,000,000.00
Function 41-Administration		500,000.00
Function 51-Maintanance and Operations		8,500,000.00
	$	10,000,000.00

RECOMMENDATION:

Recommend approval of Budget Amendment #013 in the amount of $10,000,000.00 for the purchase of COVID-19 expenditures from Local Funds. (Fund Balance)

Mary D. Garza
Submitted by: Principal/Program Adm.

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
7/29/20

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 / Contracts/MOU **Board of Education Meeting:** 08/04/20

Item Title: Request approval of Memorandum of Understanding and Partnership Agreement between Region 10 Education Service Center Educational Diagnostician Program and Brownsville I.S.D.

X Action
___ Information
___ Discussion

BACKGROUND:

The purpose of this partnership is to more effectively recruit, train, certify, and retain Educational Diagnosticians for schools in the Brownsville ISD area of Texas. By the execution of this MOU the parties agree on the roles and responsibilities of each party as it relates to the administration of the Region 10 ESC Educational Diagnostician Program.

FISCAL IMPLICATIONS:

No cost to the District.

RECOMMENDATION:

Recommend the approval of Memorandum of Understanding and Partnership agreement between Region 10 Education Service Center Educational Diagnostician Program and Brownsville I.S.D.

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

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Yolanda Torres

From: Sara Celis
Sent: Wednesday, July 29, 2020 8:42 AM
To: Yolanda Torres
Subject: FW: 3rd Request: Amend Agreement for Release of Driver Records to Govt Entities, MOU Region 10 Education Service Center Educational Diagnostician Program, UTRGV College of Education & P-16

Please see below.

Mr. Salazar approved the MOU's.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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Sent: Wednesday, July 29, 2020 8:42 AM
To: Sara Celis <scelis@bisd.us>
Cc: Minerva Almanza <malmanza1@bisd.us>; Patricia Perez <pperez@bisd.us>
Subject: Re: 3rd Request: Amend Agreement for Release of Driver Records to Govt Entities, MOU Region 10 Education Service Center Educational Diagnostician Program, UTRGV College of Education & P-16

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Mrs. Celis,

I have reviewed and approve For signature the three attached agreements.

Thanks,
Baltazar Salazar

...loyal, faithful, and aggressive representation...

On Jul 29, 2020, at 7:45 AM, Sara Celis <scelis@bisd.us> wrote:

Good morning Mr. Salazar,

The attached are pending your review and approval. Pat will be meeting with the Superintendent and Board President this morning to finalize the agendas.

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Subject: RE: Amend Agreement for Release of Driver Records to Govt Entities, MOU Region 10 Education Service Center Educational Diagnostician Program, UTRGV College of Education & P-16

Good afternoon Mr. Salazar,

I was informed that all agenda items need to be turned in to Pat by 3:00pm today. Can you please review the attached MOU's.

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<UTRGV & P16 Integration.pdf>
<Region 10 Education Services & BISD.PDF>
<Release of Driver Records to Govt Entitites.pdf>

A MEMORANDUM OF UNDERSTANDING in and Between the Agreeing Parties:

Region 10 Education Service Center Educational Diagnostician Program
&
Brownsville ISD

Purpose

The purpose of this partnership is to more effectively recruit, train, certify, and retain Educational Diagnosticians for schools in the Brownsville ISD area of Texas. By the execution of this MOU the parties agree on the roles and responsibilities of each party as it relates to the administration of the Region 10 ESC Educational Diagnostician Program.

Roles and Responsibilities of the Region 10 ESC Educational Diagnostician Program

Region 10 ESC Educational Diagnostician Program agrees to:

1. Assume responsibility for and manage the Educational Diagnostician Certification Program and personnel.
2. Region 10 ESC Educational Diagnostician Program will develop and present instruction to approved certification candidate practicum participants in the following areas:
   Instruction on students with disabilities and placement/decision making
   Instruction in needed cognitive, achievement, and adaptive behavior assessments
   Instruction in relevant special education laws and Processes
   Instruction in ethics and professional obligations as diagnosticians
3. Develop and deliver all course curriculum content in preparation for certification throughout the coursework period (June–June of each year).
4. Allow participants only to participate in a practicum when they have completed ALL coursework successfully and passed the TEXES exam for Educational Diagnosticians.
5. Provide participants with the log to document 200 hours of practicum experience, professional development and portfolio requirements for the practicum.
6. Provide Mentor(s) with required training via an online course.
7. Provide mentor(s) with a certificate for 50 hours of professional development for supervising the practicum participant once mentor requirements (completion of mentor course quiz, five initials and a signature on participant's log, and certification recommendation) are completed.
8. Complete all the necessary paperwork for certification including, but not limited to, application process, collection of evaluations, TExES scores, certification recommendations, program assessments, and program recommendations.

Roles and Responsibilities of the Region ESC Partner: Brownsville ISD

Brownsville ISD as a Region 10 ESC Educational Diagnostician Program partner, agrees to:

Assign a diagnostician mentor who has at least three years of experience and who has made a significant impact on student learning. The TEA mentor designation form should be completed by a district official over assessment personnel.

1. The mentor will complete the online training for mentors provided by Region 10.

2. The mentor assigned by an assessment official will assist the practicum participant in learning the diagnostician's role in the district as they:

a. Observe duties of assessment personnel
b. Acquire or observe the acquisition of relevant and necessary information regarding student achievement
c. Contact districts to acquire appropriate transfer documentation
d. Administer or observe the administration of norm-referenced assessments as allowed by the district

e. Participate in or conduct multidisciplinary team meetings and/or ARDs for student with disabilities as the district allows.
f. Explain or observe assessment results explained to parents and teachers as the district allows.
g. Prepare and archive ARD documents as the district allows
h. Observe or Score and analyzing assessment data with the aid of a mentor as the district allows
i. Observe or assist in the writing of or write at least 3 Full Individual Evaluation reports.

2. The mentor will assist the participant in fulfilling the certification requirements for Region 10 Diagnosticians by helping the participant.,
    a. Accrue at least 200 hours while participating in the above named activities to show mastery of the diagnostician standards
    b. Initialing the participant's log after observing the practicum participant perform at least 5 of the tasks named above.
    c. Signing the log when all 200 hours are complete
    d. Completing a form sent by email at the end of the year to recommend or deny certification.

Ownership of work products
All technical data, evaluations, curriculum materials, reports, documents, presentations, software, teaching aids, and/or other work products provided hereunder shall be considered copyrighted materials and shall be the exclusive property of Brownsville ISD.

Term
This Agreement is effective from date of execution and shall be in effect for one school year.

Agreement Amendment
Once executed, any provision of this Agreement may be amended through the written agreement of both parties.

Dr. Bud Nauyokas/Date
Director, Personnel and Certification Services
Region 10 ESC

Signature of Brownsville ISD School Superintendent/date

Barbara Keefer/ Date
Coordinator, Educational Diagnostician Certification
Region 10 ESC

Signature of Brownsville ISD School Board Secretary/date

Signature of Brownsville ISD School Board Secretary/date

Brownsville Independent School District

Agenda Category: General Function Contracts/MOU **Board of Education Meeting:** 08/04/20

Item Title: Amend agreement for Release of Driver Records to Government Entities

X Action
Information
Discussion

BACKGROUND:
At the board meeting of March 10, 2020, the board approved to update information to the current agreement with the Texas Department of Public Safety to release drivers' records to BISD.

Amendments to the MOU are as follows:

Page 3 of 8 #14
A transportation code must be indicated when this item is selected.

Page 5 of 8 C Notice
A contact name and alternate is required.

Page 7 of 8 Type of Driver Records to be released
Specific information should be entered such as type of drivers records.

Page 8 of 8 Social Media
Specific URL addresses for the social media Brownsville I.S.D. utilizes are required.

The agreement has been reviewed by Legal Counsel.

RECOMMENDATION:
Recommend approval to amend agreement with Texas Department of Public Safety for release of applicant(s) and/or employee(s) driving records 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 Gutierrez, Superintendent

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Yolanda Torres

From: Sara Celis
Sent: Wednesday, July 29, 2020 8:42 AM
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Subject: FW: 3rd Request: Amend Agreement for Release of Driver Records to Govt Entities, MOU Region 10 Education Service Center Educational Diagnostician Program, UTRGV College of Education & P-16

Please see below.

Mr. Salazar approved the MOU's.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

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<UTRGV & P16 Integration.pdf>
<Region 10 Education Services & BISD.PDF>
<Release of Driver Records to Govt Entitites.pdf>

MEMORANDUM OF UNDERSTANDING
FOR DRIVER RECORDS UNDER TEX. TRANSP. CODE CHAPTERS 521 AND 730

This Memorandum of Understanding (MOU) is entered into between the Department of Public Safety of the State of Texas (DPS) and BROWNSVILLE INDEPENDENT SCHOOL DISTRICT (Governmental Entity) collectively referred to as the Parties under the authority of Tex. Transp. Code Chapters 521 and 730. DPS will deliver Driver Records in an electronic format to Governmental Entity, subject to the following terms and conditions.

I. BACKGROUND

A. Texas Law

Texas law authorizes DPS to: (1) provide Driver Records individually and in bulk for specified permissible purposes; and (2) establish an Interactive System to provide the release of Driver Records.

Texas law requires each prospective Governmental Entity to execute a written agreement containing safeguards DPS considers necessary or reasonable to ensure that Driver Records obtained are used only for permissible purposes and that the rights of individuals and DPS are protected before the Governmental Entity receives any Driver Records.

B. State and federal law

State and federal law, including the federal Driver's Privacy Protection Act of 1994 (18 U.S.C. § 2721 *et seq.*) and the Texas Motor Vehicle Records Disclosure Act (Tex. Transp. Code § 730) extend privacy protections to Personal Information maintained in the files of state motor vehicle agencies such as DPS.

C. Interactive System for Driver Records

The Interactive System for Driver Records, by which DPS supplies Driver Records in an electronic format including real-time and batch web-based applications, is operated and controlled by a State of Texas vendor. The State of Texas vendor is the duly authorized service agent of DPS responsible for processing electronically submitted Driver Records requests and delivering Driver Records in a secure, electronic format utilizing the Interactive System. The State of Texas vendor is obligated to specific performance level requirements. As such, the State of Texas vendor has the authority to suspend any Governmental Entity account or access to the Interactive System when such access compromises the operation of the Interactive System. Suspension of such account or access will continue until the compromising condition is resolved to the satisfaction of DPS.

II. DEFINITIONS

A. **Driver Records** means a record that pertains to a motor vehicle operator or driver license or permit, or identification document issued by DPS for all license holders in Texas as described in Tex. Transp. Code § 521.050.

B. **Personal Information** means information that identifies an individual, including but not limited to an individual's date of birth, driver license number or identification card number, name, and address.

III. CERTIFICATION OF PERMISSIBLE USE(S)

By signing this MOU, the Governmental Entity, certifies compliance with all provisions of the federal Driver's Privacy Protection Act of 1994, the Texas Motor Vehicle Records Disclosure Act, and with all other state and federal laws applicable to this MOU. The Governmental Entity certifies that its use of Driver Records obtained under this MOU is for the following permissible purpose(s) only and for no others.

Check all that apply:

☐ 1. For use in connection with any matter of:
(a) motor vehicle or motor vehicle operator safety;
(b) motor vehicle theft;
(c) motor vehicle emissions;
(d) motor vehicle product alterations, recalls, or advisories;
(e) performance monitoring of motor vehicles or motor vehicle dealers by a motor vehicle manufacturer;
(f) removal of non-owner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of: the Automobile Information Disclosure Act, 15 U.S.C. Section 1231 *et seq.*; 49 U.S.C. §§ 301, 305, 323, 325, 327, 329, and 331; the Anti Car Theft Act of 1992, 18 U.S.C. §§ 553, 981, 982, 2119, 2312, 2313, and 2322; 19 U.S.C. §§ 1646b and 1646c; and 42 U.S.C. § 3750a *et seq.*, all as amended; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, as amended; and any other statute or regulation enacted or adopted under or in relation to a law included in this subsection;
(g) child support enforcement under Tex. Family Code § 231; or
(h) enforcement by the Texas Workforce Commission under Title 4, Labor Code.

☑ 2. For use by a government agency, including any court or law enforcement agency, in carrying out its functions or a private person or entity acting on behalf of a government agency in carrying out the functions of the agency.

☐ 3. For use in connection with a matter of:
(a) motor vehicle or motor vehicle operator safety;
(b) motor vehicle theft;
(c) motor vehicle product alterations, recalls, or advisories;
(d) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers;
(e) motor vehicle market research activities, including survey research; or
(f) removal of non-owner records from the original owner records of motor vehicle manufacturers.

☐ 4. For use in the normal course of business by a legitimate business or an authorized agent of the business, but only to verify the accuracy of Personal Information submitted by the individual to the business or the authorized agent of the business; and, if the information is not correct, to obtain the correct information for the sole purpose of preventing fraud by pursuing a legal remedy against or recovering on a debt or security interest against the individual.

☐ 5. For use in conjunction with a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court.

☐ 6. For use in research or in producing statistical reports, but only if the Personal Information is not published, re-disclosed, or used to contact any individual.

☐ 7. For use by an insurer or insurance support organization, or by a self-insured entity, or an authorized agency of the entity in connection with claims investigation activities, antifraud activities, rating, or underwriting.

☐ 8. For use in providing notice to an owner of a towed or impounded vehicle.

☐ 9. For use by a licensed private investigator agency or licensed security service for a purpose permitted as stated in this MOU.

☑ 10. For use by an employer or an authorized agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. § 313.

☐ 11. For use in connection with the operation of a private toll transportation facility.

☐ 12. For use by a consumer reporting agency, as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*), for a purpose permitted under that Act.

☐ 13. For use in the prevention, detection, or protection against personal identity theft or other acts of fraud. Prior to release of Personal Information, DPS may require additional information.

☑ 14. For any other purpose specifically authorized by law that relates to the operation of a motor vehicle or to public safety. Provide the statutory authority:
Transportation Code: Chapter 521.

Governmental Entity must restrict access to, use of, and disclosure of Driver Records, including Personal Information, to designated personnel solely for the purposes as identified in this MOU. Access to and use of Driver Records by the Government Entity's personnel that are not authorized is strictly prohibited. Any access, use, or disclosure not required for the purposes of this MOU or for any unofficial purpose is strictly prohibited. Violation of the federal Driver's Privacy Protection Act or the Texas Motor Vehicle Records Disclosure Act may result in civil and criminal penalties.

IV. RESPONSIBILITIES OF GOVERNMENTAL ENTITY

A. Resell or Re-disclosure

Governmental Entity will not resell or re-disclose Personal Information obtained under this MOU to third parties in the identical or a substantially identical format. Governmental Entity may resell or re-disclose Personal Information only for a use authorized by Tex. Transp. Code, § 730.007, and in compliance with the sections of this MOU entitled "Record Creation and Retention" and "Provide Copies of Records and Notification of Release." Personal Information under the Driver's Privacy Protection Act and the Texas Motor Vehicle Records Disclosure Act is excepted from disclosure under the Texas Public Information Act.

B. Record Creation and Retention

If Governmental Entity legally resells or re-discloses Personal Information obtained from Driver Records under this MOU, Governmental Entity must create a record identifying each person or entity that obtained Personal Information from Governmental Entity and the legally permissible purpose for which Driver Records were obtained. Governmental Entity must ensure that any third party to whom it releases any Driver Records will comply with all federal and state laws on the release of the information and all terms, conditions, and obligations of this MOU. Governmental Entity must retain such records for a period of not less than seven years following transfer of Driver Records to the third party of the following: the name of any person or entity to whom the release was made; the date the

release was made; the permitted use for which Driver Records were released; the written agreement with the third party; and contact information for the person or entity Driver Records were released to.

C. Unauthorized Disclosure

Governmental Entity will immediately, but no later than two calendar days, notify DPS of any inadvertent or unauthorized release, disclosure, breach, or compromise of Driver Records obtained under this MOU as soon as Governmental Entity knows or should have known of such unauthorized or inadvertent release, disclosure, breach, or compromise of security. This obligation applies whether the action or omission was by Governmental Entity, its employees or agents, or by any person or entity that acquired Driver Records from Governmental Entity, either directly or indirectly. Governmental Entity must notify DPS of any breach of system security as required by Tex. Bus. & Comm. Code § 521.053(c), and will cooperate fully with DPS in any investigation required by this statute.

D. Consumer Protection

Driver Records furnished under this MOU will not be used by Governmental Entity to engage in any method, act, or practice that is unfair or deceptive, nor will Driver Records be used for marketing, solicitations, or surveys not authorized by law.

E. Direct Access to Driver Records

No member of the public or any person outside the direct employ or control of Governmental Entity will be permitted direct access to Driver Records through Governmental Entity under this MOU for any reason other than Governmental Entity's intended and legitimate use of Driver Records.

F. Provide Copies of Records and Notification of Release

If Governmental Entity re-discloses any Driver Records obtained under this MOU to a third party, Governmental Entity must provide access to or copies of those records required in the section of this MOU entitled "Record Creation and Retention" to DPS immediately upon DPS's request. DPS retains the right to require the records in any applicable format, including electronic or paper. Governmental Entity will bear the expense of providing this information to DPS, including any postage or shipping charges.

G. Assignability

Governmental Entity will not assign, license, or transfer any of its rights, duties, and obligations under this MOU without the prior written consent of DPS. An attempted assignment in violation of this section is null and void. Any approved assignment will not relieve the assignor of any liability or obligation under this MOU.

V. TERM of MOU

The effective date of this MOU will begin on the execution date and will continue in effect until four years from the execution date.

VI. CONSIDERATION

Under Tex. Transp. Code § 521.049, DPS will not charge a fee for Driver Records disclosed to a law enforcement or other governmental agency for an official purpose, unless the government agency requests Driver Records sold in bulk for research purposes. If Governmental Entity wishes to obtain Driver Records for research, it must first enter into a separate contract with DPS to purchase Driver Records for a fee.

VII. TERMS AND CONDITIONS

A. Termination

1. **For Convenience**: either Party may terminate this MOU for convenience at any time for any reason by giving the other Party 30 calendar days' written notice. If a Party elects to terminate this MOU for convenience, all unfilled obligations will remain in full force. In no event will termination for convenience by DPS give rise to any liability whatsoever on the part of DPS.
2. **For Cause**: DPS may immediately terminate this MOU for cause for any violation of the terms of this MOU or for any violation of any state or federal law or regulation relating to the subject matter of this MOU. DPS will provide Governmental Entity with written notice to terminate this MOU, which termination will become effective immediately upon Governmental Entity's receipt of the notice. If this MOU is terminated for cause, DPS may refuse to provide Driver Records to Governmental Entity in any format.
3. **Mutual Termination**: this MOU may further be terminated by mutual agreement and consent, in writing, by both Parties.

B. Amendments

DPS may amend the terms and conditions of this MOU from time to time in order to accommodate changes in the records or information furnished under this MOU and for other reasons deemed appropriate by DPS. No modification or amendment to this MOU will become valid unless in writing and signed by both Parties. All correspondence regarding modifications or amendments to this MOU will be forwarded to DPS for prior review and written approval. Only an authorized representative or an authorized designee will be authorized to sign changes or amendments.

C. Notice

Any notice required or permitted under this MOU must be directed to the Parties at the addresses shown below. The following contact person is designated by Governmental Entity to receive all notices regarding this MOU.

DPS License and Record Service / Online Services	P.O. Box 4087 Austin, TX 78773-0360	PH: 512-424-5967 FAX: 512-424-7456	e.commerce@dps.texas.gov
Contact Name and Title Carmelita Rodriguez Asst. Supt. for H.R.	Address 1900 Price Rd. Suite 104 Brownsville, TX 78520	PH: (956) 698-0210 FAX: (956) 548-8065	E-mail carodriguez@bisd.us
Alternate Point of Contact Name and Title Mark A. Stevens HR Specialist	Address 1900 Price Rd. Suite 106 Brownsville, TX 78520	PH: (956) 548-8031 FAX: (956) 548-8142	E-mail mastevens@bisd.us

Notices to the Parties at the addresses shown above will be deemed received: (i) when delivered in hand and a receipt granted; (ii) three calendar days after it is deposited in the United States mail by certified mail, return receipt requested; or (iii) when received if sent by confirmed facsimile or confirmed email. Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address and/or

individual and the date upon which it will become effective.

D. Compliance with Law

The Parties will comply with all local, state, and federal laws and regulations applicable to the subject matter of this MOU, including but not limited to, the federal Driver's Privacy Protection Act of 1994 and the Texas Motor Vehicle Records Disclosure Act.

E. Survival

Any provisions of this MOU that impose continuing obligations on the Parties, including the following, will survive the expiration or termination of this MOU for any reason: confidentiality and security obligations; notice regarding any unauthorized disclosure or breach; resell or re-disclosure obligations; audit obligations; and any other provision that imposes a continuing obligation on Governmental Entity.

F. Change of Status

This MOU will automatically terminate if Governmental Entity ceases to exist, substantially changes the nature of its governing business, or if it ceases to qualify for Driver Records under the permissible use(s) certified in the section of this MOU entitled "Certification of Permissible Uses(s)." Governmental Entity must immediately notify DPS in writing of any such change in status.

G. No Liability for Employees and Officers

Each Party to this MOU will have no liability whatsoever for the actions or omissions of an individual employed or contracted by the other Party, regardless of where the individual's action or omissions occurred. Each Party is solely responsible for the actions or omissions of its employees and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts or omissions of the Parties; liability, if any, will be shared by each Party in accordance with the applicable laws of the State of Texas, and subject to all defense, including governmental immunity. These provisions are solely for the benefit of the Parties to this MOU and not for the benefit of any person or entity not a Party to this MIOU; nor will any provision of this MOU be deemed a waiver of any defenses available by law.

H. Incorporation of Other Documents

This MOU, including "Attachment A, Governmental Entity Information Form," constitutes the entire agreement between the Parties with regard to the matters made the subject of this MOU. There are no verbal representations, inducements, agreements, understandings, representations, warranties, or restrictions between the Parties other than those specifically set forth within this MOU.

I. Acknowledgements and Disclaimer

Governmental Entity acknowledges that DPS is furnishing Driver Records on an "as is" basis and DPS makes no representation or warranty as to the accuracy of any Driver Records furnished. DPS expressly disclaims responsibility for any failure to deliver Driver Records in a timely manner, or at all, in the event of staff shortages, failures of appropriations, breakdown of equipment, compliance with new or amended laws, acts of authority exercised by a public official, acts of God, or other circumstances which may delay or preclude furnishing Driver Records in a timely fashion. If Driver Records are not furnished, DPS has no further responsibility or liability to Governmental Entity with respect to undelivered Driver Records and has no liability or responsibility whatsoever for delayed Driver Records.

VIII. TYPE OF DRIVER RECORDS TO BE RELEASED:

Driver Records (Type 1, 2, 3, Type 2A, Type3A) / CDL
We do not release records to anyone.

IX. SIGNATURE AUTHORITY AND EXECUTION

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

DEPARTMENT OF PUBLIC SAFETY:

Authorized Signatory

Linda Boline, SR. Manager
Name and Title

Date

GOVERNMENTAL ENTITY:

Authorized Signatory

Dr. Rene Gutierrez, Superintendent
Name and Title

Date

ATTACHMENT A
GOVERNMENTAL ENTITY INFORMATION FORM

Nature of the Governmental Entity's Activities:

School District

List all Social Media accounts used or possessed by Governmental Entity:

https://www.facebook.com/BrownsvilleISD/ https://www.youtube.com/results?search_query=brownsville+isd
https://twitter.com/BrownsvilleISD https://www.linkedin.com/company/brownsvilleisd
https://www.instagram.com/brownsvilleisd

Intended use of Driver Records obtained from DPS (Describe how the exemption qualifies for obtaining Driver Records):

Check the status of driver's license or licensed supervisor and verify commercial driver's license.

If Governmental Entity intends to release Driver Records obtained from DPS, explain what safeguards and assurances are in place to meet the requirements of this MOU:

All records are kept in a secure locked facility. Access to these records are restricted. Access to information is limited and destroyed as per State Record Retention Schedule.

If Governmental Entity does not intend to release Driver Records to another entity, check this box ☐.

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 548-8051 Fax: (956) 504-5636

Dr. René Gutiérrez
Superintendent

Department of Public Safety

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:** 08/04/20

Item Title: Inter-Local Cooperation Agreement And Memorandum of Understanding For Cameron County JJAEP Program

X Action
Information
Discussion

BACKGROUND:

The Board of Trustees and Juvenile Board are required to annually enter into a Memorandum of Understanding that outlines the responsibility of the Juvenile Board regarding operations of the Juvenile Justice Alternative Education Program (JJAEP) in San Benito, Texas. Financial compensation at a per diem of $69.00 dollars per day for each mandated placement will be charged and paid by the Texas Juvenile Justice Department. The Brownsville Independent School District (BISD) in turn agrees to pay Cameron County Juvenile Alternative Education Program (JJAEP) a per diem rate of $100 per day plus mileage ($1.50 per mile) for all discretionary placed student(s) for a term not to exceed 90 days. Placement priority shall be first given to all mandatory placements with available slots then being used for any and all discretionary placements. *Special Note: This agreement has been reviewed and approved by our Staff Attorney*

FISCAL IMPLICATIONS:

Local Fund 199 budgets $100.00 dollars per day for each discretionary placement (student) plus an additional $1.50 per mile for transportation. A total estimated fiscal implication not to exceed $50,000.00 for the 2020-2021 school year is anticipated.

RECOMMENDATION:

Recommended approval to enter into Inter-Local Cooperation Agreement and Memorandum of Understanding between the Cameron County Juvenile Justice Alternative Education Program and the Brownsville Independent School District for 2020-2021 School year. A total estimated fiscal implication not to exceed $50,000.00 for the 2020-2021 school year is anticipated.

Randy Park
Submitted by: Principal/Program Adm.

Dr. Timothy Cuff
Recommended by: Asst. Supt.

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nellie Cantu
Approved by: Deputy Superintendent 7/29/2020

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, July 14, 2020 3:37 PM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: JJAEP MOU 2020-2021

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 approved the MOU 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, July 14, 2020, 02:14:47 PM CDT, Sara Celis <scelis@bisd.us> wrote:

Good afternoon Mr. Salazar,

The attached is pending your review and approval.

INTERLOCAL COOPERATION AGREEMENT
AND MEMO OF UNDERSTANDING FOR
CAMERON COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
2020-2021

This Agreement is entered into by and among the **COUNTY OF CAMERON**, and each of the Cameron County Independent School Districts participating in the **Cameron County Juvenile Justice Alternative Education Program:**

WHEREAS, the County of Cameron, and the participating Cameron County School Districts are "local governments" and public education in the context contemplated herein is a "governmental function and service" as those terms are defined in the Interlocal Cooperation Act, hereinafter "the Act" codified as Chapter 791 of the Government Code of Texas; and,

WHEREAS, the Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually; and;

WHEREAS, Section 37.011 of the Texas Education Code requires the provision of a "juvenile justice alternative education program" by the juvenile board of a county with a population greater than 125,000, and the Cameron County Juvenile Justice Board developed such a program for the 1997-98 school year and thereafter, with the participation of the school districts subscribing hereto, and continues under this modified cooperative agreement for school year **2020-2021**; and

WHEREAS, the parties concur that the educational component of the Cameron County Juvenile Justice Alternative Education Program can be administered most efficiently at a centralized location within the geographic boundaries of Cameron County, and the parties desire to engage the County of Cameron to serve as Fiscal Agent for the County and each of the participating districts, for the education of students assigned to the Cameron County Juvenile Justice Alternative Education Program;

WHEREAS, Section 37.006 (c) and as per House Bill 968, adds Aggravated Robbery as an expellable offense and mandatory removal to an alternative education setting, including the JJAEP, if the offense occurs off campus and not at a school related event and if the student gets deferred prosecution or is adjudicated a delinquent for the offense or the superintendent has reasonable belief the student engaged in the conduct. As per section 37.008, it allows a district to remove a student until the student graduates, charges are reduced to a misdemeanor or dismissed; or the student completes the term of placement or assigned to another program. Also, if the student's presence in the regular classroom threatens the safety of other students; will be detrimental to the

educational process; or is not in the best interest of the district's students.

WHEREAS, TEC 37.007 (c) and as per House Bill 968, makes three changes to TEC 37.011 to accommodate "serious misconduct" was for a student to be expelled for "serious misconduct" that violates a district's student code of conduct while in an alternative setting, **eliminates** a district's ability to expel for "serious misbehavior". It keeps the ability to expel for documented "serious misbehavior" which is defined to mean; deliberate violent behavior that poses a direct threat to health and safety of others; extortion (gaining of money or property by force or threat)

Defines "serious misbehavior: to mean; (Coercion as defined by Penal Code Section 1.07)
(A) to commit an offense
(B) to inflict bodily injury in the future on the person threatened or another;
(C) to accuse a person of any offense;
(D) to expose a person to hatred, contempt, or ridicule;
(E) to harm the credit or business repute of any person or;
(F) to take or withhold action as a public servant, or to cause public servant, or to cause a public servant to take or withhold action.

Defines "serious misbehavior" to mean:
(A) Public lewdness (PC 21.07)
(B) Indecent exposure (PC21.08)
(C) Criminal mischief (PC 28.03)
(D) Personal Hazing (TEC 37.152)
(E) Harassment (PC 42.07 (a(1) of a student or employee

NOW, THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the parties as follows:

I.

1.01 The Cameron County Juvenile Justice Alternative Education Program (JJAEP) shall be subject to a written operating policy developed by the Cameron County Juvenile Justice Board and submitted to the Texas Juvenile Justice Department for review and comment. The terms and conditions of this Interlocal Cooperation Agreement shall not be modified or superseded by the subsequent promulgation of such operating policy, but shall become a part of such policy as if fully set forth in writing therein. No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in written form and formally agreed to by the appropriate officers of the participating parties.

II.

2.01. Cameron County shall designate the site for the operation of the JJAEP, understanding that if it becomes necessary to relocate the program, the County shall do so at its expense, informing each participating school district of its intention and relocation efforts. Cameron County shall contract with a provider or provide direct administration of the education aspects of the campus. It is agreed that the Program shall consist of 180 instructional days, as mandated by Texas Education Code §37.011(f), such instructional days shall be identified by the Juvenile Justice Alternative Education Program and approved by the Texas Juvenile Justice Department.

2.02. Cameron County shall serve as the Fiscal Agent of the Program. As Fiscal Agent, the County of Cameron shall function as agent for and on behalf of the County of Cameron and all participating school districts. Cameron County shall ensure appropriate educational personnel serve the program on a day-to-day basis in accordance with policies promulgated and/or adopted by Cameron County in accordance with the **2004** state standards as set forth by the Texas Juvenile Justice Department. Where such policies and/or standards are silent, the educational program shall be administered according to the operating policies and procedures of the County of Cameron, as reviewed and approved by official action of the Cameron County Juvenile Board.

2.03. As Fiscal Agent, the County of Cameron shall prepare the program application and budget and shall disburse program funds applicable to educational services. The Program shall contain educational staffing and facilities for a "preferred" one-to-sixteen teacher to student ratio, but not to exceed a one-to-twenty-four teacher to student ratio. The County will meet the state standard minimum of one-to-twelve staff to student ratio. As Fiscal Agent, the County of Cameron further shall be responsible for supervision and oversight of the programs and practices relating to educational personnel serving the campus and program, its maintenance of all educational records applicable to the program, its correspondence with assigned students' home districts with regard to status and ultimate disposition of each assigned student, and its provision of necessary curriculum and other such responsibilities normally associated with administration and provision of educational services. As Fiscal Agent, the County of Cameron shall maintain a separate, stand-alone budget for the Program. The Program funds shall be audited under the provisions governing Cameron County and the Texas Juvenile Justice Department with all applicable state standards taking precedence.

III.

3.01. (a) The County of Cameron shall develop the Cameron County Juvenile Justice Alternative Education Program to serve students who have been mandatorily expelled under Texas Education Code §37.007(a), (d), or (e). Each participating Cameron County School District agrees that, to be eligible for placement in the Cameron County Juvenile Justice Alternative Education Program, students expelled from any Cameron County School District shall be expelled for a period not to exceed one hundred eighty (180) attended school days with an optional 90 day review, or a minimum of 90

attended school days if one semester is not remaining in the school term). **If slots are available, students can be accepted as a discretionary placement to the JJAEP for a period of 90 attended days if the student is expelled on a serious misbehavior referral, Title 5 felony offense referral, or is a registered sex offender. The JJAEP has the discretion to review the student's profile and has the discretion to accept and/or deny JJAEP placement if it's in the student's best interest. Discretionary placements may exceed 90 days placement if a Transition Hearing is not scheduled by the home district and/or during State Testing. The JJAEP has the discretion to schedule a Review Hearing and transition the student to their home School District based on the students behavior.**

3.01. (b) Once a student has been expelled to the Cameron County Juvenile Justice Alternative Educational Program for a Mandatory offense and the offense has been declined or dismissed by the Court, the student must return to their home district. If the mandatory offense has been downgraded, the student will remain at the JJAEP until the student's 90 day review is scheduled. At that time, it is the school districts discretion to have the student return to their prospective campus or finish their Mandatory term.

3.01. (c) Each participating school district agrees to pay the County of Cameron a per-diem rate of **$100.00 per day** plus mileage for each of its expelled students if it opts to place students in the Cameron County Juvenile Justice Alternative Education Program on the basis of a discretionary expulsion.

3.02. The expenses of the educational program for students expelled under §37.007(a), (d), or (e) of the Texas Education Code shall be borne by the County of Cameron whose provisional financial compensation shall be from the Texas Juvenile Justice Department **at a per-diem of $60.00 per day for each (mandated) expelled child meeting this definition. Please note that the Texas Juvenile Justice Department will determine the per-diem rate for each mandatory expulsion and can increase or decrease it throughout the school year.**

3.03. When an expelled student who has been placed in the Cameron County Juvenile Justice Alternative Education Program moves out of the boundaries of the participating school which expelled him/her, and becomes a resident within the geographical boundaries of another participating school district under this Agreement, the receiving school district shall have the option of continuing the expulsion under the terms of the Cameron County Juvenile Justice Alternative Education Program School District, or placing the student in its own, if applicable, alternative education program for the period specified in the expulsion order, or of allowing the student to attend regular classes without completing the period of expulsion. The receiving school district under this Agreement will undertake the responsibility for paying any Cameron County Juvenile Justice Alternative Education Program operation costs and local school district related costs, such as transportation and special education services as but two examples, for

that student expelled for reasons other than Texas Education Code §37.007 (a), (d), or (e), as of the effective date of the change of residence. The Fiscal Agent will adjust each affected school district's accounting, upon notice of student changes in residence.

3.04. School Districts, whose students are expelled for reasons other than those found in Section §37.007 (a), (d), or (e), of the Texas Education Code, shall, in their sole discretion, determine on an individual case by case basis whether to provide alternative education program services to expelled students through the Cameron County Juvenile Justice Alternative Education Program (J.J.A.E.P.) or through an alternate district-provided alternative education program. Should the school district, in its own discretion, seek to expel a student to the Cameron County J.J.A.E.P., **an expulsion hearing must be held to identify the eligibility and appropriateness of expelling the student to the Cameron County J.J.A.E.P. The JJAEP Administrator must be notified in advance or designee shall be present for each expulsion hearing. If the JJAEP Administrator is unable to attend a designee will be present. The JJAEP Administrator or Chief Executive Officer will have the final authority to decide if service can be provided, and if the student will be admitted into the JJAEP.**

3.05. The Fiscal Agent hereby agrees to send monthly statements to each participating school district, and the parties to this Agreement hereby agree to make their operation cost payments to the Fiscal Agent on or before the 10th day of the month following receipt of that accounting. Interest of five percent (5%) annually will be assessed against delinquent amounts not received by the Fiscal Agent as of that date, and the parties hereby agree to pay such interest penalties if sums are not duly and timely paid under this Agreement. Upon failure to pay sums due and owing, upon demand, and payment not being received within ten days of receipt of demand, the parties agree that they may be terminated as a participating member of this Agreement, and all available remedies are available to the Fiscal Agent to enforce payment of sums due and owing. Any collection actions shall be brought in the name of the County of Cameron, which shall bear all expenses of collections. The parties hereby agree to pay necessary attorney fees and costs in such collection, if any, if its participating school district is delinquent.

3.06. Nothing herein shall burden any participating school district with responsibility for underwriting or providing services or accommodating student placements beyond the term of this Agreement. This program shall be submitted to the Texas Juvenile Justice Department for approval pursuant to Texas Education Code §37.011, but should additional obligations be deemed required of the County and/or Juvenile Board for this program to fully qualify under that statute prior to its **August 27, 2020**, deadline, the participating school district parties to this cooperative program are under no contractual duty to share such additional obligations or expand the program beyond the term of this Agreement during the school year **2020-2021**, without mutual consent.

IV.

4.01. As Fiscal Agent, on or before August 27th of each year, beginning on **August 27, 2020,** the County of Cameron and/or its vendor shall prepare a budget of operational and maintenance costs for educational services anticipated for full usage of the Cameron County Juvenile Justice Alternative Education Program during the coming year. The parties concur that a minimum staff-to-student ratio of educational staffing and facilities for a "preferred" one-to-sixteen teacher to student ratio, but not to exceed a one-to-twenty-four teacher to student ratio, meeting the state standard of a minimum of one-to-twelve staff to student ratio, shall be adequate for the program. Teacher payrolls, pro-rated administrative payrolls, educational supplies and equipment shall be included in the educational services budget. Responsibility for any medical needs shall be the sole responsibility of the parents of the JJAEP student. Counseling services shall be the province and duty of the County of Cameron, or the contracted provider of services, with the exception of educational counseling services provided by the school district. The budget may be amended if County-funded budget needs change during the year, without the concurrence of the participating districts; however, the County of Cameron and the participating school districts hereby specifically agree that nothing herein, nor in any court order, shall by unilateral County action require the participating school districts involuntarily to incur added expense other than as set forth in this Agreement.

V.

5.01. For purposes of accountability under Chapter 37 of the Texas Education Code, a student enrolled in a juvenile justice alternative education program through mandatory expulsion status, or after having undergone expulsion for other than §37.007(a), (d), or (e), is reported as if the student were enrolled at the student's assigned campus in the student's regularly assigned education program, including a special education program. Academically, the mission of the Cameron County Juvenile Justice Alternative Education Program shall be to enable students to perform at grade level. Using the system of accountability developed and implemented by the Texas Juvenile Justice Department, with the agreement of the Commissioner of Education, consistent with Chapter 37 of the Texas Education Code, the Cameron County Juvenile Justice Alternative Education Program shall assure that students make progress toward grade level while attending the Program.

5.02. The Cameron County Juvenile Justice Alternative Education Program shall focus on English language arts, mathematics, science, social studies, and self-discipline, and as otherwise required by statute. Each participating school district shall consider course credit earned by a student while in a juvenile justice alternative education program as credit earned in a district school. The Program shall administer assessment instruments under Sub-Chapter B, Chapter 37 of the Texas Education Code, and shall offer a high school equivalency (G.E.D.) program. The Cameron County Juvenile Board, or the board's designee, or contracted provider of educational services, agrees that the School District, expelled student, and parent or guardian of each student, shall have established a plan for assuring the student's progress towards meeting high school graduation requirements by developing a specific

graduation plan for the student, prior to the student's admittance into the Cameron County J.J.A.E.P. The Program is not required to provide a course necessary to fulfill a student's high school graduation requirements other than a course as specified above by law.

If a student that is expelled to the JJAEP is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, the following procedures apply;

a) **The School District's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary.**
b) **The JJAEP staff will assist with the completion of the necessary referrals documents. Any student determined to qualify for services and protection under IDEIA or Section 504, shall be afforded all lawfully required services and protections by the School District to the extent that the JJAEP cannot provide the service and the School District is notified of the need to provide that service.**
c) **If a student is receiving special education services (i.e.: counseling) the school district will be responsible for ensuring that the counseling service is being provided.**
d) **The school district will be required to assign a counselor to the expelled student at the JJAEP.**
e) **The school district is also responsible in scheduling any 504's/Placement/ARD's and evaluations while the student is attending the JJAEP.**
f) **It is also imperative that prior to a child being enrolled at the JJAEP, that all current special education paperwork is provided to the JJAEP (i.e., BIP's, evaluations, FIE's, REED's and ARD paperwork etc.) as defined by state standards. JJAEP requires all documentation within ten days of enrollment.**

If a student has been identified as English as a Second Language Learner (ESL), whether general or special education, the following procedures apply:

a) **School District must obtain appropriate documentation from the Language Proficiency Assessment Committee (LPAC) relative to the following:**
    i. **The student's dominant oral and written language;**
    ii. **The student's level of oral and written language proficiency; and**
    iii. **Type, level, frequency and duration of instruction and/or support services.**
b) **The School District may provide, upon availability, training to**

JJAEP personal to facilitate accommodations necessary for English Language Learners.

c) The JJAEP will provide direct instruction by a certified Bilingual/ESL teacher.

5.03. The participating home district of each such student shall cooperate fully in making such reports and accepting such accountability. All Public Education Information Management System (PEIMS) reporting requirements for the students placed in the program shall remain the responsibility of the home district, and all ADA funding entitlements generated from such data shall also remain with the home district. Cameron County J.J.A.E.P. shall submit to the School Districts, pertinent information to assure that the PEIMS is maintained throughout duration of the student's expulsion.

(a) Student attendance and absences reports shall be provided to the participating School Districts by the 10th of the month. Students incurring multiple absences while expelled to the Cameron County J.J.A.E.P. will be reported to the School Districts' PEIMS personnel. A student served by a juvenile justice alternative education program on the basis of an expulsion under Section 37.007(a), (d), or (e) is not eligible for Foundation School Program funding under Chapter 42 or 31 of Texas Education Code.

(b) At the end of each reporting period (every six weeks), JJAEP will submit current grades for students enrolled at JJAEP to the School Districts' Student Accounting Department along with the student's schedule as soon as the student registers, the beginning of the school year and/or end of semester.

VI.

6.01. In the case of a contracted provider, as directed by Cameron County, the provider shall provide staffing and training, the physical plant necessary for personal safety and security of all participants and providers of services, and all educational services. The County of Cameron shall provide all services not otherwise addressed in this Agreement, including but not limited to maintenance, security through the Precinct 3 Constable's office, food service, nursing on as needed basis, utilities, etc.

VII.

7.01. At its sole expense, the County of Cameron shall provide a campus site and buildings for the Cameron County Juvenile Justice Alternative Education Program, whether through purchase, lease, or agreement with its contracted provider of education services. Physical maintenance and utility expenses shall be the responsibility of Cameron County, and not of any participating school district. If the County leases the building for the Cameron County Juvenile Justice Alternative Education Program, then the Lesser shall be responsible for complying with the Americans With Disabilities Act

(ADA). If the building is owned by the County, then the County will be responsible for complying with the Americans with Disabilities Act.

VIII.

8.01 In the event of a continued outbreak of COVID-19 or other Epidemic Outbreak the Cameron County Juvenile Justice Alternative Education Program will adhere to all local and state mandates to close schools. In the event of the above, JJAEP will make arrangements to ensure that all students consisting of Mandatory and Discretionary are provided with Remote Learning through Internet Online Curriculum or Educational Packets. Social Distancing, Facial Coverings and Center for Disease Control Preventions will all taken into effect by all JJAEP personnel. Once JJAEP is allowed to continue with onsite instruction, JJAEP staff will ensure that the recommended CDC safety guidelines are being followed.

IX.

9.01. To the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each party to this Agreement will indemnify and hold harmless the other parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying party or its officers, employees, or agents.

9.02. The term of this Agreement shall be for the **2020-2021** school year according to an annual Cameron County Juvenile Justice Alternative Education Program calendar developed by Cameron County J.J.A.E.P. Administrator and JJAEP Program Director or Designee and approved by the County of Cameron Juvenile Justice Board, or its designee. This Agreement shall be renewable thereafter on a year-to-year basis by mutual consent.

MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF CAMERON AND
THE PARTICIPATING CAMERON COUNTY SCHOOL DISTRICTS

Pursuant to the Agreement set forth above, the parties hereby adopt the following Memorandum of Understanding, as follows:

A. The daily administration of all aspects of the Juvenile Justice Alternative Education Program other than educational services will be conducted by the Cameron County Juvenile Probation Department under the direction of Rose M. Gomez, Chief Juvenile Probation Officer or in her absence, Annie M Romero, Deputy Chief Juvenile Probation Officer, or in her absence, David L. Tumlinson, IV, Deputy Chief Juvenile Probation Officer. The program will serve juveniles, as that term is defined by Title 3 of the Texas Family Code, who are at least 10 to 17 years of age, or 18 years of age at the time and throughout the period of expulsion. **The Program is limited to a student who is or was last enrolled in a school district located within Cameron County.**

B. Student Basic Eligibility Requirements: Students eligible for the JJAEP under mandated status shall meet the following three requirements:

1. The school district must have notified the school district police department or local law enforcement agency so that an offense report regarding the alleged incident, which is the basis of the expulsion, can be filed. ***A copy of the police report must be submitted to the JJAEP Administrator at the time of the expulsion hearing to ensure that the offense is mandated. No student will be admitted into the JJAEP unless police report/incident reports are included with the expulsion order.***

2. The student must have been expelled by the school district for a mandatory expulsion offense listed in Section 37.007 (a), (d), or (e) of the Texas Education Code.

3. A law enforcement entity must have made a formal referral of the case to the juvenile court (for juvenile offenders) or forwarded the case to the criminal court (for adult offenders).

C. It is the agreement of the parties to this Memorandum of Understanding that every expelled student who is not detained or receiving treatment under an order of the juvenile court shall be enrolled in, and immediately attend, an alternative educational program.

1. It is agreed that students from Cameron County School Districts mandatorily expelled under Section 37.007 (a), (d), or (e), of the Texas Education Code, **will be expelled for a period not less than one hundred eighty (180) attended school days with an optional ninety (90) attended school day review, or a minimum of 90 attended school days if a full semester does not remain in the school year. If the student does not complete the 90 attended school days, the student shall return to the Cameron County Juvenile Justice**

Alternative Education Program the following school year. If a student is expelled from school under Section 37.007(a), (d), or (e), the juvenile court shall:

(a) if the student is placed on probation under Section 54.04 of the Texas Family Code, is ordered to attend the juvenile justice alternative education program in the county in which the student resides from the date of disposition as a condition of probation, unless the child is placed in a post-adjudication treatment facility;

(b) if the student is placed on deferred prosecution under Section 53.03 of the Texas Family Code, by the Court, prosecutor, or probation department, require the student to immediately attend the juvenile justice alternative education program in the county in which the student resides for a period not to exceed six months as a condition of the deferred prosecution; and

(c) In determining the conditions of the deferred prosecution or court-ordered probation, consider the length of the school district's expulsion order for the student.

2. It is further agreed that students expelled for reasons other than those set forth in Section 37.007 (a), (d), or (e), of the Texas Education Code, shall be served by alternative education services, as directed in each participating school district's sole discretion (discretionary expulsions), either through the Cameron County Juvenile Justice Alternative Education Program as space permits, with priority given to mandatorily-expelled students, or through a school district alternative education program. **A student expelled under a discretionary placement will be expelled for a period of 90 attended school days and cannot exceed the age of 18 years of age while at the JJAEP.**

3. The categories of conduct that the participating school districts have defined as constituting serious misbehavior for which a student may be expelled are set forth in Exhibit A to this Memorandum Of Understanding, and it is hereby agreed by the parties that such definitions are incorporated by reference into this Memorandum Of Understanding, as if set forth herein.

4. It is agreed that regardless of notice which a participating school district may receive under Section 52.041(d) of the Texas Family Code notifying the school district that the student is no longer under juvenile court jurisdiction, the timely placement and term of placement of a student expelled by the school district under Section §37.007(a), (d), or (e) of the Texas Education Code shall be implemented by the Program, unless otherwise ordered by a court pursuant to the guidelines set forth within this Agreement and accompanying Memorandum Of Understanding.

5. Each participating school district shall provide to the Cameron County Juvenile Justice Alternative Education Program the name of its designated Educational Liaison to the Program. At least two weeks prior to the completion of each student's placement in the Cameron County Juvenile Justice Alternative Education Program, the County of Cameron agrees to provide services for the transitioning of expelled students to the students' participating school districts, including written notice to each school district's designated Educational Liaison of students' anticipated return dates, school records showing credit earned and progress/mastery toward

credit, if a course is not yet complete, and other academic and disciplinary school records as requested by the participating school districts. The County of Cameron additionally shall schedule and hold meetings between Program and school district staff, as designated by the Educational Liaison, and the students and their parents/guardians to discuss transition into the school district program. Prior to the time of release, a transition hearing will be held by the Program with the Educational Liaison, and the parent to discuss and plan transition to the home school district. At the time of release of the student from the Program, the County of Cameron shall, in addition to other records requested, release to the participating school district the following records: 1) Attendance records; 2) All achievement records, as determined by tests, recorded grades and teacher evaluations of the student, including credit earned and progress and/or mastery towards credit; 3) Verified reports of serious or recurrent behavior patterns; 4) Copies of correspondence with parents and others concerned with student; 5) Information relating to student participation in special programs; and, 6) Other records that may contribute to an understanding of the student; and shall do so at the time of the student's Transition Hearing, placing the student back into the home school.

i. Each participating School District in Cameron County, are responsible for providing State testing materials and its supplements to the Cameron County Juvenile Justice Educational Program. Participating School Districts will administer all STARR Exams with accommodations in Basic Transcribing and STARR Alternate 2 Assessments. It is recommended that School Districts agree to online administration of any State Assessments including TELPAS and STARR. School Districts will be responsible for generating and providing/emailing all State online testing tickets and its supplements to the Cameron County JJJAEP.

ii. Each participating School District in Cameron County, are responsible for the delivery and collection of all State testing materials daily.

iii. Each participating School District in Cameron County, are responsible for the end of the year grade placement.

iv. Additionally, the County of Cameron shall provide the school districts upon request, Public Education Information Management Systems (PEIMS) data and other student demographic information available.

(a) Accreditation

Cameron County Juvenile Justice Alternative Education Program (CCJJAEP) is sanctioned under the Texas Juvenile Justice Department (TJJD). We are not a public school district and not under Texas Education Agency (TEA) supervision. The Cameron County Juvenile Justice Educational Program Staff cannot award credits to students for courses completed while at the CCJJAEP. The CCJJAEP is also unable to determine grade promotion; however, the CCJJAEP is responsible for documenting grades for students while enrolled. The student's home school district will make the

final decisions concerning promotions and credits per individual students.

(b) Schedule

Students will be administered courses in each of the four core subjects: English/Language Arts, Math, Science, and History/Social Studies. Students will be limited to four core subjects unless prior arrangements have been made to accommodate additional subjects and/or courses. Students who have maintained a passing grade at the end of the semester will be given a subsequent course. **In the event of a continued outbreak of COVID-19 or other Epidemic Outbreak the Cameron County Juvenile Justice Alternative Education Program will make academic arrangements that all Mandatory and Discretionary Students are provided with Remote Learning consisting of Internet Online Curriculum and Educational Packets which will be dropped off by JJAEP Personnel at the beginning of the week (Monday) and picked up at the end of the week (Friday).**

6. Conversely, **each participating School District in Cameron County, shall provide sufficient notice to the Cameron County J.J.A.E.P. Administrator, of Expulsion Hearings being held for students who are being recommended to be placed into the J.J.A.E.P. Cameron County J.J.A.E.P. is also required to be invited for Annual, Review, and Dismissals, 504's/Placement/ARD's, and Manifestation Hearings in reference to students being considered for placement at the J.J.A.E.P.** The minimum 5 day notice to parents of upcoming ARDs and Manifestation Hearings is required to be given to the Cameron County J.J.A.E.P. Upon a student's expulsion to the Cameron County Juvenile Justice Alternative Education Program, the Educational Liaison in each participating school district shall provide the same records set forth in subparagraph (5) above, prior to placement into the Juvenile Justice Alternative Education Program, to the Cameron County Juvenile Justice Alternative Education Program Administrator, Chief Juvenile Probation Officer, Deputy Chief Juvenile Probation Officers who are the designees responsible for educating the students under the Cameron County Juvenile Justice Alternative Education Program. The Educational Liaison designated by each participating school district shall be the contact person for County communications regarding students in the Program. **A student will not be enrolled until all documents are provided to the JJAEP (i.e.: records checklist information, grades, immunization records, special education paperwork, incident reports, graduation plan, etc.)**

7. An expelled students participating school district and the Cameron County Juvenile Justice Alternative Education Program shall coordinate arrangements for student transportation to the Program. *Cameron County and each participating school district shall pay their proportionate share of Program transportation costs, using a formula accounting for per-student transportation mileage, based on the total miles logged divided by total passenger van equals to miles per student (i.e. 1 van @ 14 static number). Miles per student divided by number of school days equals to total miles per day per student. Miles per day times total number of days present & absent equal total miles. Total miles times $1.50 equals to mileage bill. This is computed monthly.* School districts providing transportation for the County or for participating school districts shall provide the applicable parties with an accounting, not later than the 10th of each month, itemizing

student attendance by bus route by party by mandatorily-expelled and discretionarily-expelled status. As set forth below, the County additionally shall provide transportation for discretionarily-expelled students on the County Program for which the participating school district shall reimburse the County for transportation at $1.50 per mile per route per day. Each participating school district shall either provide transportation, or reimburse the County providing transportation, for its discretionarily-expelled students in the County Program under other sections of the Texas Education Code. The parent or legal guardian of an expelled student assigned to the county Program shall be responsible for delivering the student in the morning and picking the student up in the evening at a central transportation location designated by the JJAEP.

8. A School District who places a juvenile in the Cameron County Juvenile Justice Alternative Education Program as a Discretionary student, agrees to pay Cameron County **$100.00 per day for each day the students remain in the Cameron County Juvenile Justice Alternative Education Program plus mileage.**

9. A juvenile placed in the Cameron County Juvenile Justice Alternative Education Program shall be allowed to remain in the Program once the juvenile is no longer under juvenile court jurisdiction as set forth in subparagraph four (4) above.

10. Special education services required by law for students with disabilities shall remain the responsibility of the home school district expelling the student, or the school district in which the student currently resides, if the student changes his school district residence, as the case may be. Nothing herein shall burden the County of Cameron, or any other participating school district with the added expense necessary to address or accommodate any particular needs of another school district's special education, education of the handicapped, accommodation of disability, or other special requirements unique to a particular student. The Cameron County Juvenile Justice Alternative Education Program administrator or its designee shall be notified of all ARDs for eligible or potentially-eligible students, given similar consideration to the five-day ARD scheduling notice provided to parents and, conditioned placement upon required notice of attendance being provided to parents, and shall attend the ARD/placement committee meeting reviewing an eligible student's expulsion or manifestation determination that relates to an expellable offense. Upon due notice being provided to the Cameron County Juvenile Justice Alternative Education Program, however, the failure or inability of the Program administrator or designee to attend the ARD/placement committee meeting shall not prevent the respective school district from holding the ARD/placement meeting or validly making decisions at that ARD/Placement meeting regarding the student at issue and the Juvenile Justice Alternative Education Program's ability to provide for the student's education prior to entrance and acceptance. A Transition ARD Hearing (meeting) will be held prior to the student's release to the home school district at least two weeks prior to the end of the expulsion period, or at the discretion of the receiving school district.

10. Please refer to Exhibit "A" for discretionary placement information.

11. Please refer to Exhibit "B" for expulsion packet information. Prior to an expulsion hearing being scheduled, School Administrators will be responsible for ensuring that the J.J.A.E.P.

Administrator or designee will have an expulsion packet available at each expulsion hearing. The expulsion packet must include all the information that is being requested on the school records checklist including expulsion letter, copy of police report/incident reports. Students will not be scheduled for enrollment until all documentation is received by JJAEP. Even though students may not be expelled at the time of the hearing, we are requesting that the information still be provided. This will ensure an easier transition from their home campus to the JJAEP. In the event that a student is not expelled to the JJAEP, all paperwork related to the student will be shredded and disposed properly.

EXHIBIT A

SERIOUS MISBEHAVIOR AND OFFENSES THAT MAY RESULT IN STUDENT EXPULSION AS A DISCRETIONARY PLACEMENT

Serious misbehavior occurs when a student is already in a disciplinary Alternative Education Program and continues to violate the District's Student Code of Conduct. Offenses occurring on school grounds, which may be considered to be serious include, but are not limited to, the following:

1. Assault of a teacher or other individual.
2. Kidnapping.
3. The use, gift, sale, delivery, possession, or being under the influence of alcohol, marijuana, other controlled substances, dangerous drugs, or glue or volatile chemicals.
4. Engaging in conduct that constitutes criminal mischief.
5. Vandalism.
6. Robbery or theft.
7. Extortion, coercion, or blackmail.
8. Aggressive, disruptive action or group demonstration that substantially disrupts or materially interferes with school activities.
9. Hazing.
10. Insubordination.
11. Profanity, vulgar language, or obscene gestures directed toward teachers or other school employees.
12. Fighting, committing physical abuse, or threatening physical abuse.
13. Sexual harassment of a student or District employee.
14. Falsification of records, passes, or other school-related documents.
15. Possession or distribution of pornographic materials.
16. Leaving school grounds without permission.
17. Making or assisting in making threats, including threats against individuals and bomb threats.
18. Refusal to accept discipline management techniques proposed by the teacher or principal.
19. Indecent exposure.

20. Title 5 Felony Offenses – discretionary placement not to exceed 90 attended days.
21. Registered Sex Offenders – off campus discretionary placement not to exceed 90 attended days
22. False Alarm or Report (Penal Code 42.06)
23. Terroristic Threat (Penal Code 22.07)
24. While on school property/school related event or within 300' of school property:
    (a) misdemeanor drug, alcohol or inhalants offenses.
    (b) Possession of marijuana < 4 ounces.
    (c) Felony drugs only if within 300' of school property (all on school property/school related events are mandatory expulsion).
    (d) Class "A" misdemeanor assault on school employee or volunteer (Penal Code 22.01(a)(1).
    (e) Deadly conduct (Penal Code 22.05)
    (f) Felony Criminal Mischief (Penal Code 28.03)
    (g) Any offense listed under Mandatory Expulsions if within 300' of school property.
    (h) Aggravated Assault, sexual assault, aggravated sexual assault, murder, capital murder, not school related event or on school property.

Please note that if space does not permit, students who are expelled to the JJAEP as a discretionary placement may not be accepted or may be required to return to their school district prior to them completing their expulsion. The school district will make the decision if the student will return to their home campus or a DAEP. Priority will be given to mandated offenses. All discretionary placements will be for a period of 90 days unless the JJAEP campus is limited with slots and slots are needed for mandatory expulsions. In the event that there is a continued outbreak of COVID-19 or an Epidemic Outbreak and classrooms needs to be decreased once it is safe to continue onsite instruction, all discretionary expulsions will be referred back to their home district and be withdrawn from JJAEP. Mandated Offenses can be recommended to return to their home district upon completing a minimum of 90-120 attended days.

CAMERON COUNTY JUVENILE JUSTICE DEPARTMEN
Darrell B. Hester Juvenile Justice Center
PO Box 1690 / 2310 U.S. 77 Business, San Benito, TX 78586
Tel: (956) 399-3075 Fax: (956) 399-3705

Brownsville Satellite Office
35 Orange Street, Brownsville, TX 78521
Tel: (956) 544-0868 Fax: (956) 544-0887

Rose M. Gomez
Chief Juvenile Probation Officer

David L. Tumlinson IV
Deputy Director
Annie M. Romero
Deputy Director

EXHIBIT "B"
J.J.A.E.P. REQUEST FOR STUDENT RECORDS FORM

Date: _____ Expulsion Date: _____

Student's Name: _____ Date of Birth: _____

School District: _____ Campus: _____ Grade: _____

Special Education: _____ Yes _____ No ESL _____ Yes _____ No

If yes, what is the student's disability? ____ Emotionally Disturb ____ Learning Disability _____ Other (504 or OHI)?

Dear School District Administrator's,

In order for the Cameron County Juvenile Justice Alternative Education Program (JJAEP) to better serve the above named child, as well as meeting the conditions of the 2020-2021 Cameron County School District's M.O.U., we are requesting that you provide the following school records prior to the student's placement at JJAEP. **Please have all this information at the time of the expulsion hearing for the JJAEP Administrator or designee. A student will not be enrolled until the following information is provided.**

- Letter of Expulsion from the School District (must state alleged offense, and # of expelled days)
- Birth Certificate
- Social Security Card
- Attendance Records (number of absent days)?
- Academic Achievement Records
- Official school transcripts
- Current withdrawal grades
- Earned high school credits at middle school
- Graduation plan (High School Only)
- Discipline Records
- Unique ID Number
- Grade Verification
- Current Schedule
- State required standardized test data, including intelligence, aptitude, interest, personality, and social adjustment rating
- Health services records/ Immunization records
- Copy of Police Report and Incident reports for the incident that determined expulsion
- Copies of correspondence with parents and others concerned with student
- Prior to placement Special Programs Identification and most current documentation to include: Special Education Services ARD services, IEP and modification sheets, Bilingual/ESL Services, Home Language Survey, Language Test date/score, LPAC review form, TELPAS scores, Observation Protocol indicators, Gifted & Talented Services, At Risk Services, Criteria Indicator testing, 504 Services, 504 Review sheet & Modification Sheet
- If the child is receiving special education services, was current BIP included? ____ yes _____ no
- Please provide State Mandated Individual Confidential Student Report

Even though a decision may not be made on the same day of the hearing, we are still requiring the above information. Once the

district makes their decision, we will only be pending the expulsion letter instead of all the information. In the event that the student is not expelled, all paperwork will be shredded. Please be assured that the JJAEP Administrator keeps all records confidential and locked in filing cabinets.

Harlingen Outreach Center	A.R.M.Y. Day Academy	Darrell B. Hester Juvenile Detention Center	L.I.F.E. Residential Program	Amador R. Rodriguez Boot Camp and	Juvenile Justice Alternative Educational Program

D. Due to space, expense, and program considerations, it is the intent and the expectation of the parties that the Program's first priority is to serve students expelled on a mandatory basis, by participating school districts under Section 37.007 (a), (d), or (e), of the Texas Education Code, mandatorily placed in the Program. Its second priority is to serve, when possible and as directed by individual participating school districts, those expelled students placed by the expelled student's participating school district at its own discretion. **Prior approval of the Cameron County Juvenile Justice Alternative Education Program Administrator, Chief Juvenile Probation Officer or Deputy Chief Juvenile Probation Officer is required for placement in the County JJAEP of students expelled for discretionary, second-priority reasons.** Students eighteen years but not older, expelled under Section 37.007 (a), (d), or (e), of Texas Education Code shall be served only at the discretion of the Juvenile Justice Alternative Education Program's Chief Juvenile Probation Officer or Deputy Chief Juvenile Probation Officers, or its designee, as required, depending upon space **over 168** students, and upon consultation with the expelling school district's liaison or home school superintendent. **No student can be re-expelled to the JJAEP for the same offense.**

E. It is agreed and understood that mutual agreement, reduced to writing and signed by a designated official of the participating school district, must be reached between the designated Cameron County Juvenile Justice Department and the participating school district before a recommendation is made to the Juvenile Court to order a student expelled under Section 37.007 of the Texas Education Code to attend a regular classroom, a regular campus, or a school district alternative education program as a condition of probation. The participating school districts are not waiving their rights under Texas Education Code §37.010 to prohibit a Court from ordering a student expelled by a school district under Texas Education Code §37.007 to attend a school district's regular classroom, regular campus, or alternative education program as a condition of probation, and the County of Cameron hereby agrees that any court order without such written mutual agreement on file is void and unenforceable with the participating school district. It is further understood that if the student continues to display inappropriate conduct once re-admitted pursuant to such court order under such written mutual agreement, the participating school district may, in its sole discretion, by written notice to the Court revoke its agreement to permit the expelled student re-entry to its school as a condition of probation, and the Court will enter an order modifying the student's probation as it relates to attendance at the participating school district's school, and remove the student from the school immediately.

F. The participating school districts do not waive their rights under Texas Education Code §37.010(d). Pursuant to paragraph D above, if a participating school district gives permission for a Court to order a student to attend an alternative education program as a condition of probation, and the student is referred to juvenile court again during that school year, it is further agreed that

the juvenile court may not order the student to attend an alternative education program in a participating district without the participating school district's consent until the student has successfully completed any sentencing requirements the court imposes. The County or the County court may refer a student expelled for reasons other than set forth in Sections 37.007(a), (d) or (e), of the Texas Education Code back to the sending school district upon advising the school district.

G. If a student who is ordered to attend a juvenile justice alternative education program moves from Cameron County to another county with a population greater than 125,000 or with a Juvenile Justice Alternative Education Program, the County of Cameron juvenile court shall request the juvenile justice alternative education program in the county to which the student moves, to provide educational services to the student in accordance with the local memorandum of understanding between the school district and juvenile board in the receiving county and in accordance with the state mandated criterion.

H. If a child released pursuant to Section 53.02 of the Texas Family Code, is expelled under Section 37.007(a), (d), or (e) of the Texas Education Code, the release shall be conditioned on the child's attending the Cameron County Juvenile Justice Alternative Education Program pending a deferred prosecution or formal court disposition of the child's case. If a child, being released under Section 54.01 of the Texas Family Code, is expelled under Section 37.007(a), (d), or (e) of the Texas Education Code, the release shall be conditioned on the child's attending the Cameron County Juvenile Justice Alternative Education Program through a court-ordered "Conditions of Release Agreement," pending a deferred prosecution or formal court disposition of the child's case.

I. The parties agree that the order to participate in the program, through a court-ordered "Conditions of Release Agreement" and the Code of Conduct shall be incorporated into each student's case file prior to admission and that no student shall be exempted from any requirement in those documents. Each participating school district shall provide with each student's case file, at time of submission, a copy of the Student Code of Conduct for that student. The student code of conduct outlines staff expectations of students and proper disciplinary actions for violations and an acknowledgment of student and parent review prior to returning to the home-school. The Student Code of Conduct shall be provided at the enrollment to the Juvenile Justice Alternative Education Program by the J.J.A.E.P. Program Administrator/designee or JJAEP staff.

J. The County of Cameron shall provide the Program to all students expelled from school under Section 37.007 (a), (d), or (e), who immediately shall be admitted to, and served by, the Cameron County Juvenile Justice Alternative Education Program. If there is no available space for additional students expelled from school under Section 37.007 (a), (d), or (e) to enter the Program, students expelled for under other subsections not related to Section 37.007(a), (d), or (e) may be removed from the Program and transitioned back to the sending School District, or their resident school district's alternative education program. Such students shall be placed on a priority "waiting list" for the next available opening, and pending return to the Program shall be served in an alternative education program provided by the school district. No expelled student may be ordered

by a court under this Agreement to attend a participating school district's regular classroom or regular campus under this paragraph, without the consent of the school district.

K. The participating school districts agree to meet at least once each year to discuss the progress of the program and revise applicable program guidelines to address any additional needs.

L. The County of Cameron hereby agrees that each juvenile court judge, through a court order attached routinely to each case involving a student attending the school districts which are a party to this Agreement, will order, and give permission for, the release by County of Cameron officials to school officials having a legitimate interest in the proceedings, of information, in addition to the information required to be released pursuant to Texas Code of Criminal Procedure, Art. 15.27, regarding charged offenses by student juveniles on probation that relate to allegations of behavior which would be punishable as a felony when the juvenile is an adult. This Agreement is not intended to limit the discretion of the juvenile court judges to order, and give permission, for the release of other student juvenile offense information requested to be released to the participating school districts in other offenses.

IN MULTIPLE ORIGINALS, as authorized by the County of Cameron by action of the Cameron County Commissioners Court and by each of the other participating school districts by action on dates as indicated below, to be effective the first day of **August 10, 2020.**

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

Date of School Board
Authorization:

_____ By: _____

Minerva Peña, Board President

Dr. René Gutiérrez, Superintendent

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

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:** 08/06/19

Item Title: Inter-Local Cooperation Agreement And Memorandum of Understanding For Cameron County JJAEP Program

X Action
___ Information
___ Discussion

BACKGROUND:

The Board of Trustees and Juvenile Board are required to annually enter into a Memorandum of Understanding the outlines the responsibility of the Juvenile Board regarding operations of the Juvenile Justice Alternative Education Program (JJAEP) in San Benito, Texas. Financial compensation at a per diem of $69.00 dollars per day for each Mandated placement will be charged to the Texas Juvenile Justice Department. The Brownsville Independent School District (BISD) agrees to pay Cameron County Juvenile Alternative Education Program (JJAEP) a per diem rate of $100 per day plus mileage for all discretionary placed student(s) for a term not to exceed 90 days. Placement priority shall be first given to all mandatory placements with available slots then being used for any and all discretionary placements.
Special Note: This agreement has been reviewed and approved by our Staff Attorney

FISCAL IMPLICATIONS:

Local Fund 199 budgets $100.00 dollars per day for each discretionary placement (student) plus an additional $1.50 per mile for transportation. A total estimated fiscal implication of $60,000.00 for the 2019-2020 school year is anticipated.

RECOMMENDATION:

Recommend approval to enter into Inter-Local Cooperation Agreement and Memorandum of Understanding between the Cameron County Juvenile Justice Alternative Education Program and the Brownsville Independent School District for 2019-2020 school year. Not to exceed $60,000.00.

Randy Park
Submitted by: Principal/Program Admr

Dr. Timothy E. Cuff
Recommended by: AA Supt/Asst Supt/CFO

Miguel Salinas
Reviewed by: Staff Attorney

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

INTERLOCAL COOPERATION AGREEMENT
AND MEMO OF UNDERSTANDING FOR
CAMERON COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
2019-2020

This Agreement is entered into by and among the **COUNTY OF CAMERON**, and each of the Cameron County Independent School Districts participating in the **Cameron County Juvenile Justice Alternative Education Program:**

WHEREAS, the County of Cameron, and the participating Cameron County School Districts are "local governments" and public education in the context contemplated herein is a "governmental function and service" as those terms are defined in the Interlocal Cooperation Act, hereinafter "the Act" codified as Chapter 791 of the Government Code of Texas; and,

WHEREAS, the Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually; and;

WHEREAS, Section 37.011 of the Texas Education Code requires the provision of a "juvenile justice alternative education program" by the juvenile board of a county with a population greater than 125,000, and the Cameron County Juvenile Justice Board developed such a program for the 1997-98 school year and thereafter, with the participation of the school districts subscribing hereto, and continues under this modified cooperative agreement for school year **2019-2020**; and

WHEREAS, the parties concur that the educational component of the Cameron County Juvenile Justice Alternative Education Program can be administered most efficiently at a centralized location within the geographic boundaries of Cameron County, and the parties desire to engage the County of Cameron to serve as Fiscal Agent for the County and each of the participating districts, for the education of students assigned to the Cameron County Juvenile Justice Alternative Education Program;

WHEREAS, Section 37.006 (c) and as per House Bill 968, adds Aggravated Robbery as an expellable offense and mandatory removal to an alternative education setting, including the JJAEP, if the offense occurs off campus and not at a school related event and if the student gets deferred prosecution or is adjudicated a delinquent for the offense or the superintendent has reasonable belief the student engaged in the conduct. As per section 37.008, it allows a district to remove a student until the student graduates, charges are reduced to a misdemeanor or dismissed; or the student completes the term of placement or assigned to another program. Also, if the student's presence in the regular classroom threatens the safety of other students; will be detrimental to the

educational process; or is not in the best interest of the district's students.

WHEREAS, TEC 37.007 (c) and as per House Bill 968, makes three changes to TEC 37.011 to accommodate "serious misconduct" was for a student to be expelled for "serious misconduct" that violates a district's student code of conduct while in an alternative setting, **eliminates** a district's ability to expel for "serious misbehavior". It keeps the ability to expel for documented "serious misbehavior" which is defined to mean; deliberate violent behavior that poses a direct threat to health and safety of others; extortion (gaining of money or property by force or threat)

Defines "serious misbehavior: to mean; (Coercion as defined by Penal Code Section 1.07)
(A) to commit an offense
(B) to inflict bodily injury in the future on the person threatened or another;
(C) to accuse a person of any offense;
(D) to expose a person to hatred, contempt, or ridicule;
(E) to harm the credit or business repute of any person or;
(F) to take or withhold action as a public servant, or to cause public servant, or to cause a public servant to take or withhold action.

Defines "serious misbehavior" to mean:
(A) Public lewdness (PC 21.07)
(B) Indecent exposure (PC21.08)
(C) Criminal mischief (PC 28.03)
(D) Personal Hazing (TEC 37.152)
(E) Harassment (PC 42.07 (a(1) of a student or employee

NOW, THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the parties as follows:

I.

1.01 The Cameron County Juvenile Justice Alternative Education Program (JJAEP) shall be subject to a written operating policy developed by the Cameron County Juvenile Justice Board and submitted to the Texas Juvenile Justice Department for review and comment. The terms and conditions of this Interlocal Cooperation Agreement shall not be modified or superseded by the subsequent promulgation of such operating policy, but shall become a part of such policy as if fully set forth in writing therein. No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in written form and formally agreed to by the appropriate officers of the participating parties.

II.

2.01. Cameron County shall designate the site for the operation of the JJAEP, understanding that if it becomes necessary to relocate the program, the County shall do so at its expense, informing each participating school district of its intention and relocation efforts. Cameron County shall contract with a provider or provide direct administration of the education aspects of the campus. It is agreed that the Program shall consist of 180 instructional days, as mandated by Texas Education Code §37.011(f), such instructional days shall be identified by the Juvenile Justice Alternative Education Program and approved by the Texas Juvenile Justice Department.

2.02. Cameron County shall serve as the Fiscal Agent of the Program. As Fiscal Agent, the County of Cameron shall function as agent for and on behalf of the County of Cameron and all participating school districts. Cameron County shall ensure appropriate educational personnel serve the program on a day-to-day basis in accordance with policies promulgated and/or adopted by Cameron County in accordance with the **2004** state standards as set forth by the Texas Juvenile Justice Department. Where such policies and/or standards are silent, the educational program shall be administered according to the operating policies and procedures of the County of Cameron, as reviewed and approved by official action of the Cameron County Juvenile Board.

2.03. As Fiscal Agent, the County of Cameron shall prepare the program application and budget and shall disburse program funds applicable to educational services. The Program shall contain educational staffing and facilities for a "preferred" one-to-sixteen teacher to student ratio, but not to exceed a one-to-twenty-four teacher to student ratio. The County will meet the state standard minimum of one-to-twelve staff to student ratio. As Fiscal Agent, the County of Cameron further shall be responsible for supervision and oversight of the programs and practices relating to educational personnel serving the campus and program, its maintenance of all educational records applicable to the program, its correspondence with assigned students' home districts with regard to status and ultimate disposition of each assigned student, and its provision of necessary curriculum and other such responsibilities normally associated with administration and provision of educational services. As Fiscal Agent, the County of Cameron shall maintain a separate, stand-alone budget for the Program. The Program funds shall be audited under the provisions governing Cameron County and the Texas Juvenile Justice Department with all applicable state standards taking precedence.

III.

3.01. (a) The County of Cameron shall develop the Cameron County Juvenile Justice Alternative Education Program to serve students who have been mandatorily expelled under Texas Education Code §37.007(a), (d), or (e). Each participating Cameron County School District agrees that, to be eligible for placement in the Cameron County Juvenile Justice Alternative Education Program, students expelled from any Cameron County School District shall be expelled for a period not to exceed one hundred eighty (180) attended school days with an optional 90 day review, or a minimum of 90

attended school days if one semester is not remaining in the school term). **If slots are available, students can be accepted as a discretionary placement to the JJAEP for a period of 90 attended days if the student is expelled on a serious misbehavior referral, Title 5 felony offense referral, or is a registered sex offender. The JJAEP has the discretion to review the student's profile and has the discretion to accept and/or deny JJAEP placement if it's in the student's best interest. Discretionary placements may exceed 90 days placement if a Transition Hearing is not scheduled by the home district and/or during State Testing. The JJAEP has the discretion to schedule a Review Hearing and transition the student to their home School District based on the students behavior.**

3.01. (b) Once a student has been expelled to the Cameron County Juvenile Justice Alternative Educational Program for a Mandatory offense and the offense has been declined or dismissed by the Court, the student must return to their home district. If the mandatory offense has been downgraded, the student will remain at the JJAEP until the student's 90 day review is scheduled. At that time, it is the school districts discretion to have the student return to their prospective campus or finish their Mandatory term.

3.01. (c) Each participating school district agrees to pay the County of Cameron a per-diem rate of **$100.00 per day** plus mileage for each of its expelled students if it opts to place students in the Cameron County Juvenile Justice Alternative Education Program on the basis of a discretionary expulsion.

3.02. The expenses of the educational program for students expelled under §37.007(a), (d), or (e) of the Texas Education Code shall be borne by the County of Cameron whose provisional financial compensation shall be from the Texas Juvenile Justice Department **at a per-diem of $60.00 per day for each (mandated) expelled child meeting this definition. Please note that the Texas Juvenile Justice Department will determine the per-diem rate for each mandatory expulsion and can increase or decrease it throughout the school year.**

3.03. When an expelled student who has been placed in the Cameron County Juvenile Justice Alternative Education Program moves out of the boundaries of the participating school which expelled him/her, and becomes a resident within the geographical boundaries of another participating school district under this Agreement, the receiving school district shall have the option of continuing the expulsion under the terms of the Cameron County Juvenile Justice Alternative Education Program School District, or placing the student in its own, if applicable, alternative education program for the period specified in the expulsion order, or of allowing the student to attend regular classes without completing the period of expulsion. The receiving school district under this Agreement will undertake the responsibility for paying any Cameron County Juvenile Justice Alternative Education Program operation costs and local school district related costs, such as transportation and special education services as but two examples, for

that student expelled for reasons other than Texas Education Code §37.007 (a), (d), or (e), as of the effective date of the change of residence. The Fiscal Agent will adjust each affected school district's accounting, upon notice of student changes in residence.

3.04. School Districts, whose students are expelled for reasons other than those found in Section §37.007 (a), (d), or (e), of the Texas Education Code, shall, in their sole discretion, determine on an individual case by case basis whether to provide alternative education program services to expelled students through the Cameron County Juvenile Justice Alternative Education Program (J.J.A.E.P.) or through an alternate district-provided alternative education program. Should the school district, in its own discretion, seek to expel a student to the Cameron County J.J.A.E.P., **an expulsion hearing must be held to identify the eligibility and appropriateness of expelling the student to the Cameron County J.J.A.E.P. The JJAEP Administrator must be notified in advance and the Southwest Keys Program Director or designee shall be present for each expulsion hearing. If the JJAEP Administrator is unable to attend a designee will be present. The JJAEP Administrator or Chief Executive Officer will have the final authority to decide if service can be provided, and if the student will be admitted into the JJAEP.**

3.05. The Fiscal Agent hereby agrees to send monthly statements to each participating school district, and the parties to this Agreement hereby agree to make their operation cost payments to the Fiscal Agent on or before the 10th day of the month following receipt of that accounting. Interest of five percent (5%) annually will be assessed against delinquent amounts not received by the Fiscal Agent as of that date, and the parties hereby agree to pay such interest penalties if sums are not duly and timely paid under this Agreement. Upon failure to pay sums due and owing, upon demand, and payment not being received within ten days of receipt of demand, the parties agree that they may be terminated as a participating member of this Agreement, and all available remedies are available to the Fiscal Agent to enforce payment of sums due and owing. Any collection actions shall be brought in the name of the County of Cameron, which shall bear all expenses of collections. The parties hereby agree to pay necessary attorney fees and costs in such collection, if any, if its participating school district is delinquent.

3.06. Nothing herein shall burden any participating school district with responsibility for underwriting or providing services or accommodating student placements beyond the term of this Agreement. This program shall be submitted to the Texas Juvenile Justice Department for approval pursuant to Texas Education Code §37.011, but should additional obligations be deemed required of the County and/or Juvenile Board for this program to fully qualify under that statute prior to its **August 27, 2019**, deadline, the participating school district parties to this cooperative program are under no contractual duty to share such additional obligations or expand the program beyond the term of this Agreement during the school year **2019-2020**, without mutual consent.

IV.

4.01. As Fiscal Agent, on or before August 27th of each year, beginning on **August 27, 2019,** the County of Cameron and/or its vendor shall prepare a budget of operational and maintenance costs for educational services anticipated for full usage of the Cameron County Juvenile Justice Alternative Education Program during the coming year. The parties concur that a minimum staff-to-student ratio of educational staffing and facilities for a "preferred" one-to-sixteen teacher to student ratio, but not to exceed a one-to-twenty-four teacher to student ratio, meeting the state standard of a minimum of one-to-twelve staff to student ratio, shall be adequate for the program. Teacher payrolls, pro-rated administrative payrolls, educational supplies and equipment shall be included in the educational services budget. Responsibility for any medical needs shall be the sole responsibility of the parents of the JJAEP student. Counseling services shall be the province and duty of the County of Cameron, or the contracted provider of services, with the exception of educational counseling services provided by the school district. The budget may be amended if County-funded budget needs change during the year, without the concurrence of the participating districts; however, the County of Cameron and the participating school districts hereby specifically agree that nothing herein, nor in any court order, shall by unilateral County action require the participating school districts involuntarily to incur added expense other than as set forth in this Agreement.

V.

5.01. For purposes of accountability under Chapter 37 of the Texas Education Code, a student enrolled in a juvenile justice alternative education program through mandatory expulsion status, or after having undergone expulsion for other than §37.007(a), (d), or (e), is reported as if the student were enrolled at the student's assigned campus in the student's regularly assigned education program, including a special education program. Academically, the mission of the Cameron County Juvenile Justice Alternative Education Program shall be to enable students to perform at grade level. Using the system of accountability developed and implemented by the Texas Juvenile Justice Department, with the agreement of the Commissioner of Education, consistent with Chapter 37 of the Texas Education Code, the Cameron County Juvenile Justice Alternative Education Program shall assure that students make progress toward grade level while attending the Program.

5.02. The Cameron County Juvenile Justice Alternative Education Program shall focus on English language arts, mathematics, science, social studies, and self-discipline, and as otherwise required by statute. Each participating school district shall consider course credit earned by a student while in a juvenile justice alternative education program as credit earned in a district school. The Program shall administer assessment instruments under Sub-Chapter B, Chapter 37 of the Texas Education Code, and shall offer a high school equivalency (G.E.D.) program. The Cameron County Juvenile Board, or the board's designee, or contracted provider of educational services, agrees that the School District, expelled student, and parent or guardian of each student, shall have established a plan for assuring the student's progress

towards meeting high school graduation requirements by developing a specific graduation plan for the student, prior to the student's admittance into the Cameron County J.J.A.E.P. The Program is not required to provide a course necessary to fulfill a student's high school graduation requirements other than a course as specified above by law.

If a student that is expelled to the JJAEP is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, the following procedures apply:

a) **The School District's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary.**
b) **The JJAEP staff will assist with the completion of the necessary referrals documents. Any student determined to qualify for services and protection under IDEIA or Section 504, shall be afforded all lawfully required services and protections by the School District to the extent that the JJAEP cannot provide the service and the School District is notified of the need to provide that service.**
c) **If a student is receiving special education services (i.e.: counseling) the school district will be responsible for ensuring that the counseling service is being provided.**
d) **The school district will be required to assign a counselor to the expelled student at the JJAEP.**
e) **The school district is also responsible in scheduling any 504's/Placement/ARD's and evaluations while the student is attending the JJAEP.**
f) **It is also imperative that prior to a child being enrolled at the JJAEP, that all current special education paperwork is provided to the JJAEP (i.e., BIP's, evaluations, FIE's, REED's and ARD paperwork etc.) as defined by state standards. JJAEP requires all documentation within ten days of enrollment.**

If a student has been identified as English as a Second Language Learner (ESL), whether general or special education, the following procedures apply:

a) **School District must obtain appropriate documentation from the Language Proficiency Assessment Committee (LPAC) relative to the following:**
    i. **The student's dominant oral and written language;**
    ii. **The student's level of oral and written language proficiency; and**
    iii. **Type, level, frequency and duration of instruction and/or support services.**

b) The School District may provide, upon availability, training to JJAEP personal to facilitate accommodations necessary for English Language Learners.

c) The JJAEP will provide direct instruction by a certified Bilingual/ESL teacher.

5.03. The participating home district of each such student shall cooperate fully in making such reports and accepting such accountability. All Public Education Information Management System (PEIMS) reporting requirements for the students placed in the program shall remain the responsibility of the home district, and all ADA funding entitlements generated from such data shall also remain with the home district. Cameron County J.J.A.E.P. shall submit to the School Districts, pertinent information to assure that the PEIMS is maintained throughout duration of the student's expulsion.

(a) Student attendance and absences reports shall be provided to the participating School Districts by the 10th of the month. Students incurring multiple absences while expelled to the Cameron County J.J.A.E.P. will be reported to the School Districts' PEIMS personnel. A student served by a juvenile justice alternative education program on the basis of an expulsion under Section 37.007(a), (d), or (e) is not eligible for Foundation School Program funding under Chapter 42 or 31 of Texas Education Code.

(b) At the end of each reporting period (every six weeks), JJAEP will submit current grades for students enrolled at JJAEP to the School Districts' Student Accounting Department along with the student's schedule as soon as the student registers, the beginning of the school year and/or end of semester.

VI.

6.01. In the case of a contracted provider, as directed by Cameron County, the provider shall provide staffing and training, the physical plant necessary for personal safety and security of all participants and providers of services, and all educational services. The County of Cameron shall provide all services not otherwise addressed in this Agreement, including but not limited to maintenance, security through the Precinct 3 Constable's office, food service, nursing on as needed basis, utilities, etc.

VII.

7.01. At its sole expense, the County of Cameron shall provide a campus site and buildings for the Cameron County Juvenile Justice Alternative Education Program, whether through purchase, lease, or agreement with its contracted provider of education services. Physical maintenance and utility expenses shall be the responsibility of Cameron County, and not of any participating school district. If the County leases the building for the Cameron County Juvenile Justice Alternative Education Program, then

the Lesser shall be responsible for complying with the Americans With Disabilities Act (ADA). If the building is owned by the County, then the County will be responsible for complying with the Americans with Disabilities Act.

VIII.

8.01. To the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each party to this Agreement will indemnify and hold harmless the other parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying party or its officers, employees, or agents.

8.02. The term of this Agreement shall be for the **2019-2020** school year according to an annual Cameron County Juvenile Justice Alternative Education Program calendar developed by Cameron County J.J.A.E.P. Administrator and JJAEP Program Director or Designee and approved by the County of Cameron Juvenile Justice Board, or its designee. This Agreement shall be renewable thereafter on a year-to-year basis by mutual consent.

MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF CAMERON AND
THE PARTICIPATING CAMERON COUNTY SCHOOL DISTRICTS

Pursuant to the Agreement set forth above, the parties hereby adopt the following Memorandum of Understanding, as follows:

A. The daily administration of all aspects of the Juvenile Justice Alternative Education Program other than educational services will be conducted by the Cameron County Juvenile Probation Department under the direction of Rose M. Gomez, Chief Juvenile Probation Officer or in her absence, Annie M Romero, Deputy Chief Juvenile Probation Officer, or in her absence, David L. Tumlinson, IV, Deputy Chief Juvenile Probation Officer. The program will serve juveniles, as that term is defined by Title 3 of the Texas Family Code, who are at least 10 to 17 years of age, or 18 years of age at the time and throughout the period of expulsion. **The Program is limited to a student who is or was last enrolled in a school district located within Cameron County.**

B. Student Basic Eligibility Requirements: Students eligible for the JJAEP under mandated status shall meet the following three requirements:

1. The school district must have notified the school district police department or local law enforcement agency so that an offense report regarding the alleged incident, which is the basis of the expulsion, can be filed. ***A copy of the police report must be submitted to the JJAEP Administrator at the time of the expulsion hearing to ensure that the offense is mandated. No student will be admitted into the JJAEP unless police report/incident reports are included with the expulsion order.***

2. The student must have been expelled by the school district for a mandatory expulsion offense listed in Section 37.007 (a), (d), or (e) of the Texas Education Code.

3. A law enforcement entity must have made a formal referral of the case to the juvenile court (for juvenile offenders) or forwarded the case to the criminal court (for adult offenders).

C. It is the agreement of the parties to this Memorandum of Understanding that every expelled student who is not detained or receiving treatment under an order of the juvenile court shall be enrolled in, and immediately attend, an alternative educational program.

1. It is agreed that students from Cameron County School Districts mandatorily expelled under Section 37.007 (a), (d), or (e), of the Texas Education Code, **will be expelled for a period not less than one hundred eighty (180) attended school days with an optional ninety (90) attended school day review, or a minimum of 90 attended school days if a full semester does not remain in the school year. If the student does not complete the 90 attended school days, the student shall return to the Cameron County Juvenile Justice Alternative Education Program the following school year.** If a student is expelled from school under Section 37.007(a), (d), or (e), the juvenile court shall:

(a) if the student is placed on probation under Section 54.04 of the Texas Family Code, is ordered to attend the juvenile justice alternative education program in the county in which the student resides from the date of disposition as a condition of probation, unless the child is placed in a post-adjudication treatment facility;

(b) if the student is placed on deferred prosecution under Section 53.03 of the Texas Family Code, by the Court, prosecutor, or probation department, require the student to immediately attend the juvenile justice alternative education program in the county in which the student resides for a period not to exceed six months as a condition of the deferred prosecution; and

(c) In determining the conditions of the deferred prosecution or court-ordered probation, consider the length of the school district's expulsion order for the student.

2. It is further agreed that students expelled for reasons other than those set forth in Section 37.007 (a), (d), or (e), of the Texas Education Code, shall be served by alternative education services, as directed in each participating school district's sole discretion (discretionary expulsions), either through the Cameron County Juvenile Justice Alternative Education Program as space permits, with priority given to mandatorily-expelled students, or through a school district alternative education program. **A student expelled under a discretionary placement will be expelled for a period of 90 attended school days and cannot exceed the age of 18 years of age while at the JJAEP.**

3. The categories of conduct that the participating school districts have defined as constituting serious misbehavior for which a student may be expelled are set forth in Exhibit A to this Memorandum Of Understanding, and it is hereby agreed by the parties that such definitions are incorporated by reference into this Memorandum Of Understanding, as if set forth herein.

4. It is agreed that regardless of notice which a participating school district may receive under Section 52.041(d) of the Texas Family Code notifying the school district that the student is no longer under juvenile court jurisdiction, the timely placement and term of placement of a student expelled by the school district under Section §37.007(a), (d), or (e) of the Texas Education Code shall be implemented by the Program, unless otherwise ordered by a court pursuant to the guidelines set forth within this Agreement and accompanying Memorandum Of Understanding.

5. Each participating school district shall provide to the Cameron County Juvenile Justice Alternative Education Program the name of its designated Educational Liaison to the Program. At least two weeks prior to the completion of each student's placement in the Cameron County Juvenile Justice Alternative Education Program, the County of Cameron agrees to provide services for the transitioning of expelled students to the students' participating school districts, including written notice to each school district's designated Educational Liaison of students' anticipated return dates, school records showing credit earned and progress/mastery toward credit, if a course is not yet complete, and other academic and disciplinary school records as requested by the participating school districts. The County of Cameron additionally shall schedule

and hold meetings between Program and school district staff, as designated by the Educational Liaison, and the students and their parents/guardians to discuss transition into the school district program. Prior to the time of release, a transition hearing will be held by the Program with the Educational Liaison, and the parent to discuss and plan transition to the home school district. At the time of release of the student from the Program, the County of Cameron shall, in addition to other records requested, release to the participating school district the following records: 1) Attendance records; 2) All achievement records, as determined by tests, recorded grades and teacher evaluations of the student, including credit earned and progress and/or mastery towards credit; 3) Verified reports of serious or recurrent behavior patterns; 4) Copies of correspondence with parents and others concerned with student; 5) Information relating to student participation in special programs; and, 6) Other records that may contribute to an understanding of the student; and shall do so at the time of the student's Transition Hearing, placing the student back into the home school.

i. Each participating School District in Cameron County, are responsible for providing State testing materials and its supplements to the Cameron County Juvenile Justice Educational Program. Participating School Districts will administer all STARR Exams with accommodations in Basic Transcribing and STARR Alternate 2 Assessments. It is recommended that School Districts agree to online administration of any State Assessments including TELPAS and STARR. School Districts will be responsible for generating and providing/emailing all State online testing tickets and its supplements to the Cameron County JJJAEP.

ii. Each participating School District in Cameron County, are responsible for the delivery and collection of all State testing materials daily.

iii. Each participating School District in Cameron County, are responsible for the end of the year grade placement.

iv. Additionally, the County of Cameron shall provide the school districts upon request, Public Education Information Management Systems (PEIMS) data and other student demographic information available.

(a) Accreditation

Cameron County Juvenile Justice Alternative Education Program (CCJJAEP) is sanctioned under the Texas Juvenile Justice Department (TJJD). We are not a public school district and not under Texas Education Agency (TEA) supervision. The Cameron County Juvenile Justice Educational Program Staff cannot award credits to students for courses completed while at the CCJJAEP. The CCJJAEP is also unable to determine grade promotion; however, the CCJJAEP is responsible for documenting grades for students while enrolled. The student's home school district will make the final decisions concerning promotions and credits per individual students.

(b) Schedule

Students will be administered courses in each of the four core subjects: English/Language Arts, Math, Science, and History/Social Studies. Students will be limited to four core subjects unless prior arrangements have been made to accommodate additional subjects and/or courses. Students who have maintained a passing grade at the end of the semester will be given a subsequent course.

6. Conversely, **each participating School District in Cameron County, shall provide sufficient notice to the Cameron County J.J.A.E.P. Administrator, of Expulsion Hearings being held for students who are being recommended to be placed into the J.J.A.E.P. Cameron County J.J.A.E.P. is also required to be invited for Annual, Review, and Dismissals, 504's/Placement/ARD's, and Manifestation Hearings in reference to students being considered for placement at the J.J.A.E.P.** The minimum 5 day notice to parents of upcoming ARDs and Manifestation Hearings is required to be given to the Cameron County J.J.A.E.P. Upon a student's expulsion to the Cameron County Juvenile Justice Alternative Education Program, the Educational Liaison in each participating school district shall provide the same records set forth in subparagraph (5) above, prior to placement into the Juvenile Justice Alternative Education Program, to the Cameron County Juvenile Justice Alternative Education Program Administrator, Chief Juvenile Probation Officer, Deputy Chief Juvenile Probation Officers who are the designees responsible for educating the students under the Cameron County Juvenile Justice Alternative Education Program. The Educational Liaison designated by each participating school district shall be the contact person for County communications regarding students in the Program. **A student will not be enrolled until all documents are provided to the JJAEP (i.e.: records checklist information, grades, immunization records, special education paperwork, incident reports, graduation plan, etc.)**

7. An expelled students participating school district and the Cameron County Juvenile Justice Alternative Education Program shall coordinate arrangements for student transportation to the Program. *Cameron County and each participating school district shall pay their proportionate share of Program transportation costs, using a formula accounting for per-student transportation mileage, based on the total miles logged divided by total passenger van equals to miles per student (i.e. 1 van @ 14 static number). Miles per student divided by number of school days equals to total miles per day per student. Miles per day times total number of days present & absent equal total miles. Total miles times $1.50 equals to mileage bill. This is computed monthly.* School districts providing transportation for the County or for participating school districts shall provide the applicable parties with an accounting, not later than the 10th of each month, itemizing student attendance by bus route by party by mandatorily-expelled and discretionarily-expelled status. As set forth below, the County additionally shall provide transportation for discretionarily-expelled students on the County Program for which the participating school district shall reimburse the County for transportation at $1.50 per mile per route per day. Each participating school district shall either provide transportation, or reimburse the County providing transportation, for its discretionarily-expelled students in the County Program under other sections of the Texas Education Code. The parent or legal guardian of an expelled student assigned to the county

Program shall be responsible for delivering the student in the morning and picking the student up in the evening at a central transportation location designated by the JJAEP.

8. A School District who places a juvenile in the Cameron County Juvenile Justice Alternative Education Program as a Discretionary student, agrees to pay Cameron County **$100.00 per day for each day the students remain in the Cameron County Juvenile Justice Alternative Education Program plus mileage.**

9. A juvenile placed in the Cameron County Juvenile Justice Alternative Education Program shall be allowed to remain in the Program once the juvenile is no longer under juvenile court jurisdiction as set forth in subparagraph four (4) above.

10. Special education services required by law for students with disabilities shall remain the responsibility of the home school district expelling the student, or the school district in which the student currently resides, if the student changes his school district residence, as the case may be. Nothing herein shall burden the County of Cameron, or any other participating school district with the added expense necessary to address or accommodate any particular needs of another school district's special education, education of the handicapped, accommodation of disability, or other special requirements unique to a particular student. The Cameron County Juvenile Justice Alternative Education Program administrator or its designee shall be notified of all ARDs for eligible or potentially-eligible students, given similar consideration to the five-day ARD scheduling notice provided to parents and, conditioned placement upon required notice of attendance being provided to parents, and shall attend the ARD/placement committee meeting reviewing an eligible student's expulsion or manifestation determination that relates to an expellable offense. Upon due notice being provided to the Cameron County Juvenile Justice Alternative Education Program, however, the failure or inability of the Program administrator or designee to attend the ARD/placement committee meeting shall not prevent the respective school district from holding the ARD/placement meeting or validly making decisions at that ARD/Placement meeting regarding the student at issue and the Juvenile Justice Alternative Education Program's ability to provide for the student's education prior to entrance and acceptance. A Transition ARD Hearing (meeting) will be held prior to the student's release to the home school district at least two weeks prior to the end of the expulsion period, or at the discretion of the receiving school district.

10. Please refer to Exhibit "A" for discretionary placement information.

11. Please refer to Exhibit "B" for expulsion packet information. Prior to an expulsion hearing being scheduled, School Administrators will be responsible for ensuring that the J.J.A.E.P. Administrator or designee will have an expulsion packet available at each expulsion hearing. The expulsion packet must include all the information that is being requested on the school records checklist including expulsion letter, copy of police report/incident reports. Students will not be scheduled for enrollment until all documentation is received by JJAEP. Even though students may not be expelled at the time of the hearing, we are requesting that the information still be provided. This will ensure an easier transition from their home campus to the JJAEP. In the event that a student is not expelled to the JJAEP, all paperwork related to the student will be shredded

and disposed properly.

EXHIBIT A

SERIOUS MISBEHAVIOR AND OFFENSES THAT MAY RESULT IN STUDENT EXPULSION AS A DISCRETIONARY PLACEMENT

Serious misbehavior occurs when a student is already in a disciplinary Alternative Education Program and continues to violate the District's Student Code of Conduct. Offenses occurring on school grounds, which may be considered to be serious include, but are not limited to, the following:

1. Assault of a teacher or other individual.
2. Kidnapping.
3. The use, gift, sale, delivery, possession, or being under the influence of alcohol, marijuana, other controlled substances, dangerous drugs, or glue or volatile chemicals.
4. Engaging in conduct that constitutes criminal mischief.
5. Vandalism.
6. Robbery or theft.
7. Extortion, coercion, or blackmail.
8. Aggressive, disruptive action or group demonstration that substantially disrupts or materially interferes with school activities.
9. Hazing.
10. Insubordination.
11. Profanity, vulgar language, or obscene gestures directed toward teachers or other school employees.
12. Fighting, committing physical abuse, or threatening physical abuse.
13. Sexual harassment of a student or District employee.
14. Falsification of records, passes, or other school-related documents.
15. Possession or distribution of pornographic materials.
16. Leaving school grounds without permission.
17. Making or assisting in making threats, including threats against individuals and bomb threats.
18. Refusal to accept discipline management techniques proposed by the teacher or principal.
19. Indecent exposure.
20. Title 5 Felony Offenses – discretionary placement not to exceed 90 attended days.
21. Registered Sex Offenders – off campus discretionary placement not to exceed 90 attended days
22. False Alarm or Report (Penal Code 42.06)
23. Terroristic Threat (Penal Code 22.07)
24. While on school property/school related event or within 300' of school property:
    (a) misdemeanor drug, alcohol or inhalants offenses.

(b) Possession of marijuana < 4 ounces.
(c) Felony drugs only if within 300' of school property (all on school property/school related events are mandatory expulsion).
(d) Class "A" misdemeanor assault on school employee or volunteer (Penal Code 22.01(a)(1).
(e) Deadly conduct (Penal Code 22.05)
(f) Felony Criminal Mischief (Penal Code 28.03)
(g) Any offense listed under Mandatory Expulsions if within 300' of school property.
(h) Aggravated Assault, sexual assault, aggravated sexual assault, murder, capital murder, not school related event or on school property.

Please note that if space does not permit, students who are expelled to the JJAEP as a discretionary placement may not be accepted or may be required to return to their school district prior to them completing their expulsion. The school district will make the decision if the student will return to their home campus or a DAEP. Priority will be given to mandated offenses. All discretionary placements will be for a period of 90 days unless the JJAEP campus is limited with slots and slots are needed for mandatory expulsions.

CAMERON COUNTY JUVENILE JUSTICE DEPARTMEN

Darrell B. Hester Juvenile Justice Center
PO Box 1690 / 2310 U.S. 77 Business, San Benito, TX 78586
Tel: (956) 399-3075 Fax: (956) 399-3705

Brownsville Satellite Office
35 Orange Street, Brownsville, TX 78521
Tel: (956) 544-0868 Fax: (956) 544-0887

Rose M. Gomez
Chief Juvenile Probation Officer

David L. Tumlinson IV
Deputy Director

Annie M. Romero
Deputy Director

EXHIBIT "B"
J.J.A.E.P. REQUEST FOR STUDENT RECORDS FORM

Date: _____ Expulsion Date: _____

Student's Name: _____ Date of Birth: _____

School District: _____ Campus: _____ Grade: _____

Special Education: _____ Yes _____ No ESL _____ Yes _____ No

If yes, what is the student's disability? ____ Emotionally Disturb ____ Learning Disability _____ Other (504 or OHI)?

Dear School District Administrator's,
In order for the Cameron County Juvenile Justice Alternative Education Program (JJAEP) to better serve the above named child, as well as meeting the conditions of the 2019-2020 Cameron County School District's M.O.U., we are requesting that you provide the following school records prior to the student's placement at JJAEP. **Please have all this information at the time of the expulsion hearing for the JJAEP Administrator or designee. A student will not be enrolled until the following information is provided.**

- Letter of Expulsion from the School District (must state alleged offense, and # of expelled days)
- Birth Certificate
- Social Security Card
- Attendance Records (number of absent days)?
- Academic Achievement Records
- Official school transcripts
- Current withdrawal grades
- Earned high school credits at middle school
- Graduation plan (High School Only)
- Discipline Records
- Unique ID Number
- Grade Verification
- Current Schedule
- State required standardized test data, including intelligence, aptitude, interest, personality, and social adjustment rating
- Health services records/ Immunization records
- Copy of Police Report and Incident reports for the incident that determined expulsion
- Copies of correspondence with parents and others concerned with student
- Prior to placement Special Programs Identification and most current documentation to include: Special Education Services ARD services, IEP and modification sheets, Bilingual/ESL Services, Home Language Survey, Language Test date/score, LPAC review form, TELPAS scores, Observation Protocol indicators, Gifted & Talented Services, At Risk Services, Criteria Indicator testing, 504 Services, 504 Review sheet & Modification Sheet
- If the child is receiving special education services, was current BIP included? ____ yes _____ no
- Please provide State Mandated Individual Confidential Student Report

Even though a decision may not be made on the same day of the hearing, we are still requiring the above information. Once the district makes their decision, we will only be pending the expulsion letter instead of all the information. In the event that the student is not expelled, all paperwork will be shredded. Please be assured that the JJAEP Administrator keeps all records confidential and locked in filing cabinets.

Harlingen Outreach Center	A.R.M.Y./ G.E.M.S. Day Academy	Darrell B. Hester Juvenile Detention Center	L.I.F.E. / B.R.A.V.E. Residential Program	Amador R. Rodriguez Boot Camp and	Juvenile Justice Alternative Educational Program

D. Due to space, expense, and program considerations, it is the intent and the expectation of the parties that the Program's first priority is to serve students expelled on a mandatory basis, by participating school districts under Section 37.007 (a), (d), or (e), of the Texas Education Code, mandatorily placed in the Program. Its second priority is to serve, when possible and as directed by individual participating school districts, those expelled students placed by the expelled student's participating school district at its own discretion. **Prior approval of the Cameron County Juvenile Justice Alternative Education Program Administrator, Chief Juvenile Probation Officer or Deputy Chief Juvenile Probation Officer is required for placement in the County JJAEP of students expelled for discretionary, second-priority reasons.** Students eighteen years but not older, expelled under Section 37.007 (a), (d), or (e), of Texas Education Code shall be served only at the discretion of the Juvenile Justice Alternative Education Program's Chief Juvenile Probation Officer or Deputy Chief Juvenile Probation Officers, or its designee, as required, depending upon space **over 168** students, and upon consultation with the expelling school district's liaison or home school superintendent. **No student can be re-expelled to the JJAEP for the same offense.**

E. It is agreed and understood that mutual agreement, reduced to writing and signed by a designated official of the participating school district, must be reached between the designated Cameron County Juvenile Justice Department and the participating school district before a recommendation is made to the Juvenile Court to order a student expelled under Section 37.007 of the Texas Education Code to attend a regular classroom, a regular campus, or a school district alternative education program as a condition of probation. The participating school districts are not waiving their rights under Texas Education Code §37.010 to prohibit a Court from ordering a student expelled by a school district under Texas Education Code §37.007 to attend a school district's regular classroom, regular campus, or alternative education program as a condition of probation, and the County of Cameron hereby agrees that any court order without such written mutual agreement on file is void and unenforceable with the participating school district. It is further understood that if the student continues to display inappropriate conduct once re-admitted pursuant to such court order under such written mutual agreement, the participating school district may, in its sole discretion, by written notice to the Court revoke its agreement to permit the expelled student re-entry to its school as a condition of probation, and the Court will enter an order modifying the student's probation as it relates to attendance at the participating school district's school, and remove the student from the school immediately.

F. The participating school districts do not waive their rights under Texas Education Code §37.010(d). Pursuant to paragraph D above, if a participating school district gives permission for a Court to order a student to attend an alternative education program as a condition of probation, and the student is referred to juvenile court again during that school year, it is further agreed that the juvenile court may not order the student to attend an alternative education program in a participating district without the participating school district's consent until the student has successfully completed any sentencing requirements the court imposes. The County or the County court may refer a student expelled for reasons other than set forth in Sections 37.007(a), (d) or (e), of the Texas Education Code back to the sending school district upon advising the school district.

G. If a student who is ordered to attend a juvenile justice alternative education program moves from Cameron County to another county with a population greater than 125,000 or with a Juvenile Justice Alternative Education Program, the County of Cameron juvenile court shall request the juvenile justice alternative education program in the county to which the student moves, to provide educational services to the student in accordance with the local memorandum of understanding between the school district and juvenile board in the receiving county and in accordance with the state mandated criterion.

H. If a child released pursuant to Section 53.02 of the Texas Family Code, is expelled under Section 37.007(a), (d), or (e) of the Texas Education Code, the release shall be conditioned on the child's attending the Cameron County Juvenile Justice Alternative Education Program pending a deferred prosecution or formal court disposition of the child's case. If a child, being released under Section 54.01 of the Texas Family Code, is expelled under Section 37.007(a), (d), or (e) of the Texas Education Code, the release shall be conditioned on the child's attending the Cameron County Juvenile Justice Alternative Education Program through a court-ordered "Conditions of Release Agreement," pending a deferred prosecution or formal court disposition of the child's case.

I. The parties agree that the order to participate in the program, through a court-ordered "Conditions of Release Agreement" and the Code of Conduct shall be incorporated into each student's case file prior to admission and that no student shall be exempted from any requirement in those documents. Each participating school district shall provide with each student's case file, at time of submission, a copy of the Student Code of Conduct for that student. The student code of conduct outlines staff expectations of students and proper disciplinary actions for violations and an acknowledgment of student and parent review prior to returning to the home-school. The Student Code of Conduct shall be provided at the enrollment to the Juvenile Justice Alternative Education Program by the J.J.A.E.P. Program Administrator/designee or JJAEP staff.

J. The County of Cameron shall provide the Program to all students expelled from school under Section 37.007 (a), (d), or (e), who immediately shall be admitted to, and served by, the Cameron County Juvenile Justice Alternative Education Program. If there is no available space for additional students expelled from school under Section 37.007 (a), (d), or (e) to enter the Program, students expelled for under other subsections not related to Section 37.007(a), (d), or (e) may be removed from the Program and transitioned back to the sending School District, or their resident school district's alternative education program. Such students shall be placed on a priority "waiting list" for the next available opening, and pending return to the Program shall be served in an alternative education program provided by the school district. No expelled student may be ordered by a court under this Agreement to attend a participating school district's regular classroom or regular campus under this paragraph, without the consent of the school district.

K. The participating school districts agree to meet at least once each year to discuss the progress of the program and revise applicable program guidelines to address any additional needs.

L. The County of Cameron hereby agrees that each juvenile court judge, through a court order attached routinely to each case involving a student attending the school districts which are a party to this Agreement, will order, and give permission for, the release by County of Cameron officials to school officials having a legitimate interest in the proceedings, of information, in addition to the information required to be released pursuant to Texas Code of Criminal Procedure, Art. 15.27, regarding charged offenses by student juveniles on probation that relate to allegations of behavior which would be punishable as a felony when the juvenile is an adult. This Agreement is not intended to limit the discretion of the juvenile court judges to order, and give permission, for the release of other student juvenile offense information requested to be released to the participating school districts in other offenses.

IN MULTIPLE ORIGINALS, as authorized by the County of Cameron by action of the Cameron County Commissioners Court and by each of the other participating school districts by action on dates as indicated below, to be effective the first day of **August 14, 2019.**

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

8/6/19

By: _____ 8/9/19

Superintendent

Brownsville Independent School District

Agenda Category: General Function Contracts/MOU **Board of Education Meeting:** 08/04/20

Item Title: Cameron County Juvenile Justice Department Collaborative

X Action
___ Information
___ Discussion

BACKGROUND:

Recommend approval to renew the Memorandum of Understanding between Cameron County Juvenile Justice Department (CCJJD) and the Brownsville Independent School District (BISD) for the 2020-2021 school year, to provide educational services to high school students under probationary supervision. CCJJD probation officers will monitor the student's progress including but not limited to academic growth, attendance, behavior, and substance abuse. CCJJD probation officers will work with campus personnel to ensure students participating in the collaborative activities designed to promote student academic success and graduate in four years and/or pursue a post-secondary associate degree with the workforce skill certifications. Services will be rendered at all six Early College High Schools and one Disciplinary Alternative Education Program (Hanna, Pace, Porter, Rivera, Lopez and BAC). The cost is similar to last year's cost of $ 140,000.00 from State Compensatory Education (162).
This Memorandum of Understanding was reviewed by legal counsel.

FISCAL IMPLICATIONS:

Categorical Funds: $140,000 from State Compensatory Education (162)

RECOMMENDATION:

Recommend approval to renew the Memorandum of Understanding between Cameron County Juvenile Justice Department and the Brownsville Independent School District for the 2020-2021 school year based on need and district funding availability for all six Early College High Schools and one Alternative Education Program in the amount of $ 140,000.00 from State Compensatory Education (162).

Martin Luna/JJ DeLeon
Submitted by: Principal/Program Adm.

Dr. Timothy Cuff
Recommended by: Assistant Superintendent

Miguel Salinas
Reviewed by: Staff Attorney

Approved for Submission to Board of Education:

Dr. René Gutierrez
Superintendent of Schools

When Necessary, Additional Background May Follow This.

MEMORANDUM OF UNDERSTANDING

CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT

&

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

FY 2020-2021

Contract # JUV2021-61

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
And
CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT

MEMORANDUM OF UNDERSTANDING

The Brownsville Independent School District (BISD) and the Cameron County Juvenile Justice Department (CCJJD) agree to provide educational services to high school students under probationary supervision. This MOU will be in effect for the **2020-2021** school year.

The terms and conditions set forth in the following document shall constitute the entire agreement between the CCJJD and BISD and may not be amended except by a written document signed by CCJJD and BISD.

Brownsville Independent School District will:

- Provide one secure office per site which includes one computer with internet access, one desk with chair, one functional telephone line, and one telephone to implement the services agreed upon on this MOU;
- Provide the At-Risk Counselors and the Program Specialist (high school only) at each campus to meet with the probation officer once a week to plan and communicate the juvenile's progress including but not limited to academic growth, attendance, behavior, and substance abuse;
- **Allow assigned probation officers at the campus to have access to grades, transcripts, and attendance via e-school;**
- Provide CCJJD the sum not to exceed ONE HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS ($ 140,000.00). Provide CCJJD two equal payments of SEVENTY THOUSAND DOLLARS ($70,000) for administrative services at the high schools and alternative education programs. The first payment shall be submitted on or before September 3, 2020, with the second and final payment to be submitted on or before January 7, 2021.

Cameron County Juvenile Justice Department will;

- Fund up to seven (7) probation officers to be assigned to the BISD designated campuses; the probation officers will be based at the high school and alternative education program campuses based on need and district funding availability.
- Provide a match for a minimum of up to ONE HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS ($ 140,000.00) within the year;
- Provide a probation officer at each fore mentioned high school and alternative education program based on need, to ensure compliance with compulsory education laws and to ensure participation of district activities designed to promote student success by graduating in four years and/or pursuing a post-secondary associate degree with the workforce skill certifications;

- Retain all assigned probation officers at their assigned campuses for the duration of this agreement;
- Require each juvenile, assigned by the juvenile court, to successfully complete a mentoring program approved by both entities;
- Monitor each juvenile's progress including but not limited to academic growth, attendance, behavior, substance abuse with priority to four year high school students first;
- Attend dropout prevention team meetings as scheduled;
- Upon request submit weekly reports on the status of each students' grades, attendance, discipline, parental intervention meetings;
- Provide the probation officer at each campus the opportunity to meet with the At-Risk Counselor and/or the program staff once a week to plan and communicate the juvenile's progress including but not limited to academic growth, attendance, behavior, and substance abuse;
- Require parents to partake in the planning, development, and implementation of each students personal graduation plan;
- Meet with students as needed but no less than once a week;
- Place students on a BISD attendance contract;
- Require students to attend tutorial services as needed as part of probation requirements if students are failing classes or have not passed TAKS and/or STAAR/EOC;
- Work with WorkForce Solutions Cameron to place students in a job setting, when possible, during a students' probationary period;
- Require students who are failing or have failed a foundation course(s) to attend the BISD Summer School Program;
- Monitor students who attend the summer school program at each site;
- Work with the BISD Parental Involvement Department to collaborate and schedule parent and student activities which are specific for students on probation including but not limited to Alcohol and Substance Abuse Awareness, Set Rules and Guidelines at Home for Parents, Low Self Esteem, Personal Graduation Plans, and College Applications and Financial Aid Assistance;
- Follow-up with juveniles referred to CCJJD's Saturday Academy Program in order for the student to obtain credit attendance at their main campus; and
- Ensure that probation staff's computer is data system compatible to store and provide reports to BISD.

MISCELLANEOUS TERMS

- It is understood and agreed that CCJJD is an independent contractor and that CCJJD and/or any employees or agents contracted by CCJJD shall not be deemed for any purpose to be employees or agents of the Brownsville Independent School District.

- This agreement does not create a joint venture or business partnership between the entities under law. CCJJD assumes full responsibility for the employment of personnel and volunteers while performing any services incident to this MOU and shall remain solely responsible for their supervision, daily direction and control, payment of salary including withholding of income taxes, social security, workers' compensation, disability benefits and like requirements and obligations.

- The Campus Principal or designee is the point of contact at an individual campus. As point of contact, the campus principal oversees the probation officer during regularly scheduled school hours. Therefore, the campus principal must be informed and approve the actions of the probation officer during the regularly scheduled school day. The probation officer 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 Cameron County Juvenile Justice Department.

- CCJJD 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.

- CCJJD agrees to maintain the confidentiality of the educational records of BISD students in accordance with the provisions of FERPA. CCJJD for purposes of this agreement and the Family Educational Rights and Privacy Act, is a designated school official.

- This MOU may be amended or modified only in writing and executed by duly authorized representatives of both parties, indicating the specific intent of the parties to modify this MOU.

- This MOU will be applicable for one year and may be terminated by either party upon written notice of thirty (30) days.

This Memorandum of Understanding shall be in effect from **September 1, 2020** through **August 31, 2021**.

Dr. René Gutiérrez
Superintendent
Brownsville Independent School District

Date

Rose M. Gomez,
Chief Executive Officer
Cameron County Juvenile Justice Department

Date

Honorable Judge Janet Leal, Chair
Cameron County Juvenile Board

Date

Brownsville Independent School District

State Compensatory Education

June 2020

Evaluation/ Survey of the services provided by Cameron County Juvenile Probation Office.

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	

Thank you for your continued support and guidance in providing dropout prevention services to at risk students.

Comparison of Memorandum Of Understanding
Cameron County Juvenile Justice Department 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, July 21, 2020 9:36 AM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: Cameron County Juvenile Justice Department Collaborative 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

...loyal, faithful, and aggressive representation...

On Jul 21, 2020, at 9:09 AM, Sara Celis <scelis@bisd.us> wrote:

Good morning Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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.

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 08/06/19

Item Title: Cameron County Juvenile Justice Department Collaborative

X Action
___ Information
___ Discussion

BACKGROUND:

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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.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
And
CAMERON COUNTY JUVENILE JUSTICE DEPARTMENT

MEMORANDUM OF UNDERSTANDING

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BISD-Agenda
Duplicate Original
Date: 8/8/19

- Retain all assigned probation officers at their assigned campuses for the duration of this agreement;
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BISD-Agenda
Duplicate Original
Date: 9/6/19

MISCELLANEOUS TERMS

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- This agreement does not create a joint venture or business partnership between the entities under law. CCJJD assumes full responsibility for the employment of personnel and volunteers while performing any services incident to this MOU and shall remain solely responsible for their supervision, daily direction and control, payment of salary including withholding of income taxes, social security, workers' compensation, disability benefits and like requirements and obligations.

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BISD-Agenda
Duplicate Original
Date: 8/6/19

This Memorandum of Understanding shall be in effect from **September 1, 2019** through **August 31, 2020.**

Dr. René Gutiérrez
Superintendent
Brownsville Independent School District

8/21/19
Date

Rose M. Gomez
Chief Executive Officer
Cameron County Juvenile Justice Department

8/9/2019
Date

Honorable Judge Arturo C. Nelson, Chair
Cameron County Juvenile Board

08.13.2019
Date

BISD-Agenda
Duplicate Original
Date: 9/6/19

This Memorandum of Understanding shall be in effect from **September 1, 2019** through **August 31, 2020**.

Dr. René Gutiérrez
Superintendent
Brownsville Independent School District

Date

Rose M. Gomez,
Chief Executive Officer
Cameron County Juvenile Justice Department

Date

Honorable Judge Arturo C. Nelson, Chair
Cameron County Juvenile Board

Date

BISD-Agenda
Duplicate Original
Date: 9/6/19

Brownsville Independent School District

State Compensatory Education

June 2019

Evaluation/ Survey of the services provided by Cameron County Juvenile Probation Office.

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
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002	PORTER ECHS	X	
003	PACE	X	
004	RIVERA	X	
006	Brownsville Academic Center	X	
007	LOPEZ ECHS	X	

Thank you for your continued support and guidance in providing dropout prevention services to at risk students.

Comparison of Memorandum Of Understanding
Cameron County Juvenile Justice Department and Brownsville ISD
2019 – 2020 School Year

Page/Section	2018 - 2019 School Year	2019-2020 School Year	Remarks
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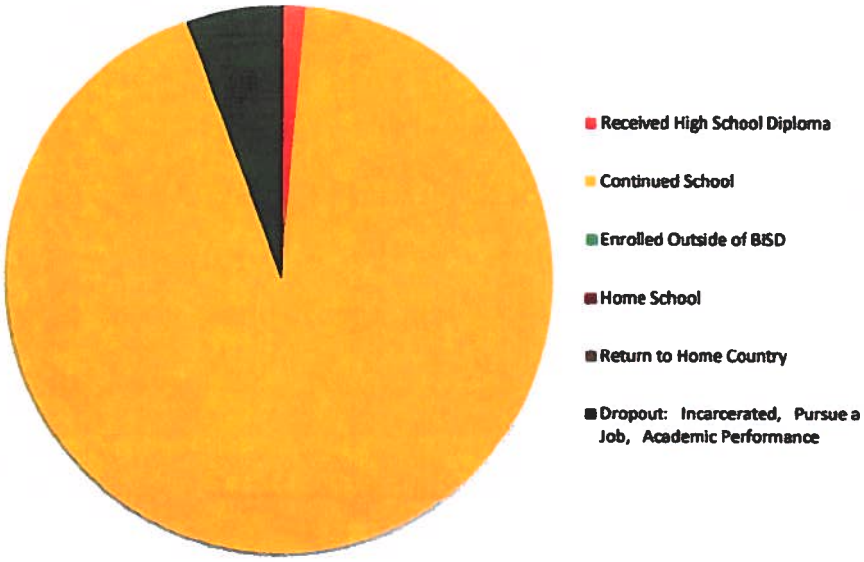
Cameron County Juvenile Justice Summary
2018-2019

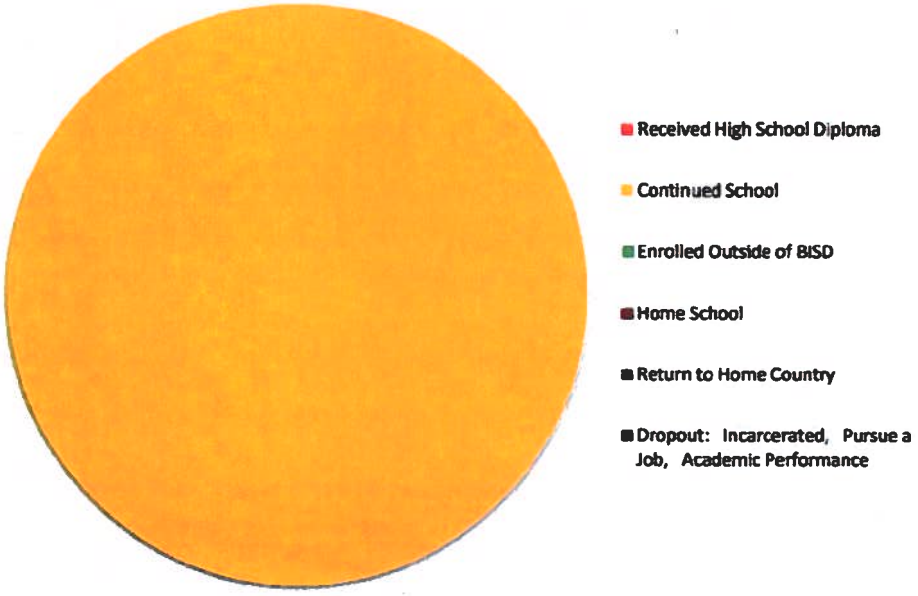


Description	Number of Students
Received High School Diploma	1
Continued School	65
Enrolled Outside of BISD	0
Home School	0
Return to Home Country	0
Dropout: Incarcerated, Pursue a Job, Academic Performance	4
Total	70

Grade Level	Number of Students
6th	5
7th	8
8th	8
9th	22
10th	12
11th	12
12th	3
Total	70

Description	Percentage
Received High School Diploma	1%
Continued School	93%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	6%
Total	100%

Cameron County Juvenile Justice Campus Summary
Hanna Early College High School
2018-2019

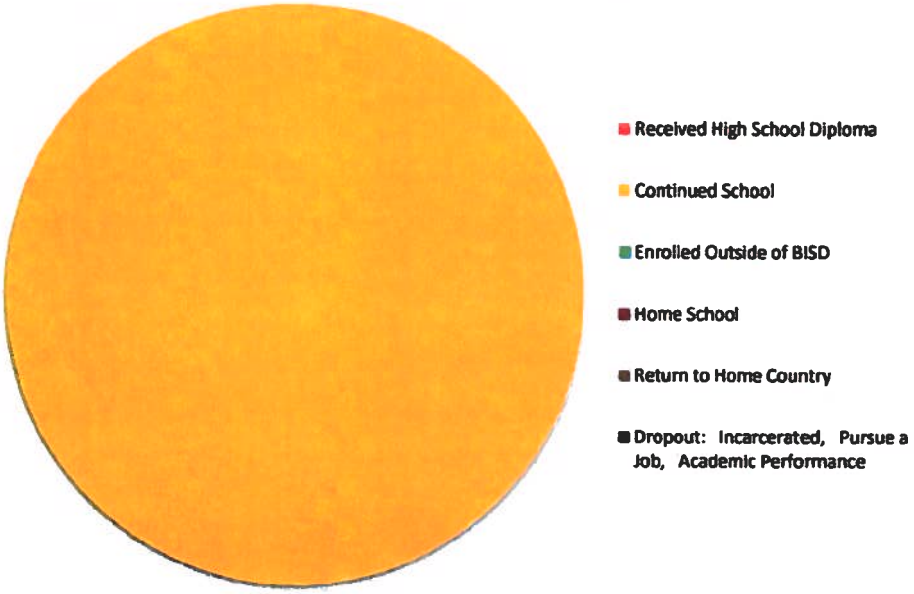


Description	Number of Students
Received High School Diploma	0
Continued School	12
Enrolled Outside of BISD	0
Home School	0
Return to Home Country	0
Dropout: Incarcerated, Pursue a Job, Academic Performance	0
Total	12

Grade Level	Number of Students
9th	4
10th	4
11th	4
12th	0
Total	12

Description	Percentage
Received High School Diploma	0%
Continued School	100%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Cameron County Juvenile Justice Campus Summary
Porter Early College High School
2018-2019

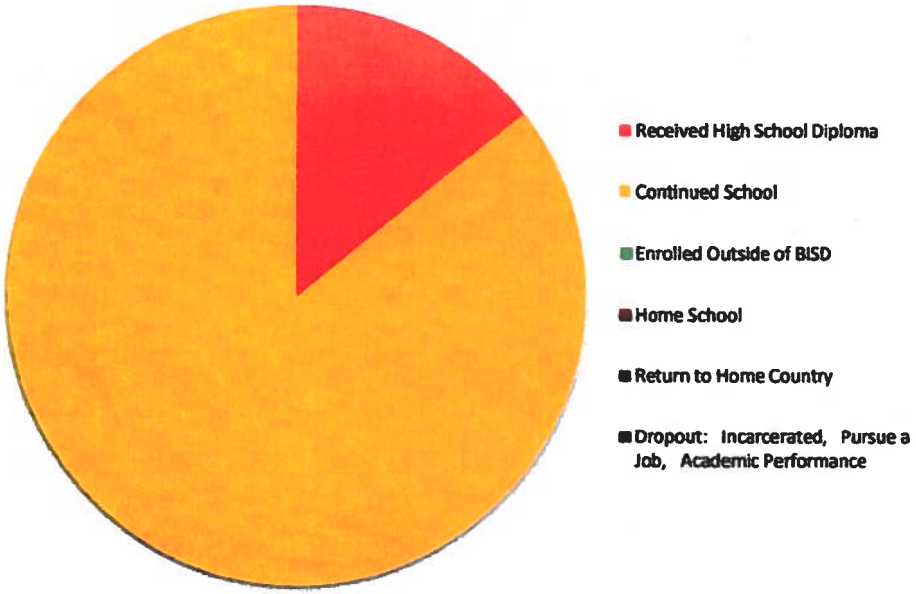


Description	Number of Students
Received High School Diploma	0
Continued School	4
Enrolled Outside of BISD	0
Home School	0
Return to Home Country	0
Dropout: Incarcerated, Pursue a Job, Academic Performance	0
Total	4

Grade Level	Number of Students
9th	1
10th	3
11th	0
12th	0
Total	4

Description	Percentage
Received High School Diploma	0%
Continued School	100%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Cameron County Juvenile Justice Campus Summary
Pace Early College High School
2018-2019

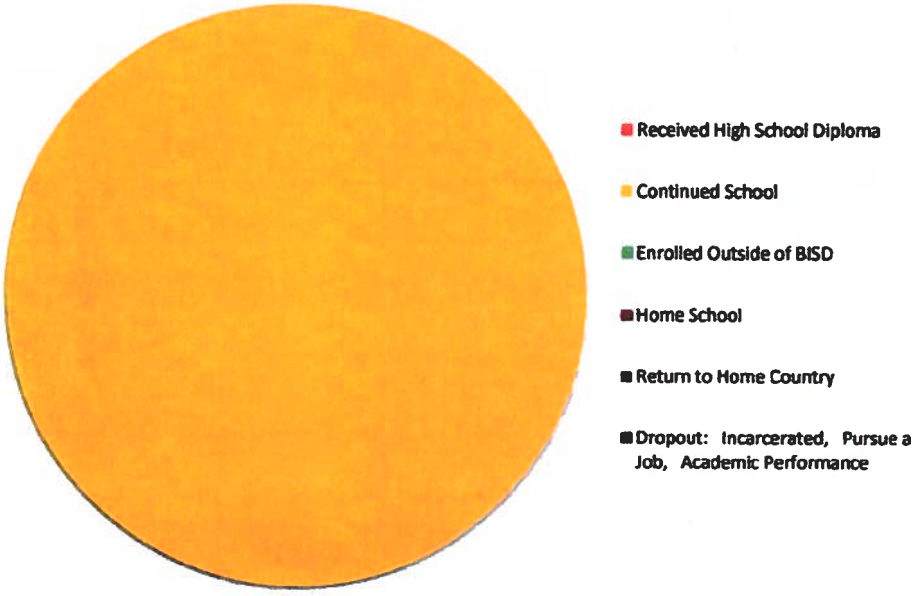


Description	Number of Students
Received High School Diploma	1
Continued School	6
Enrolled Outside of BISD	0
Home School	0
Return to Home Country	0
Dropout: Incarcerated, Pursue a Job, Academic Performance	0
Total	7

Grade Level	Number of Students
9th	1
10th	3
11th	2
12th	1
Total	7

Description	Percentage
Received High School Diploma	14%
Continued School	86%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Cameron County Juvenile Justice Campus Summary
Rivera Early College High School
2018-2019

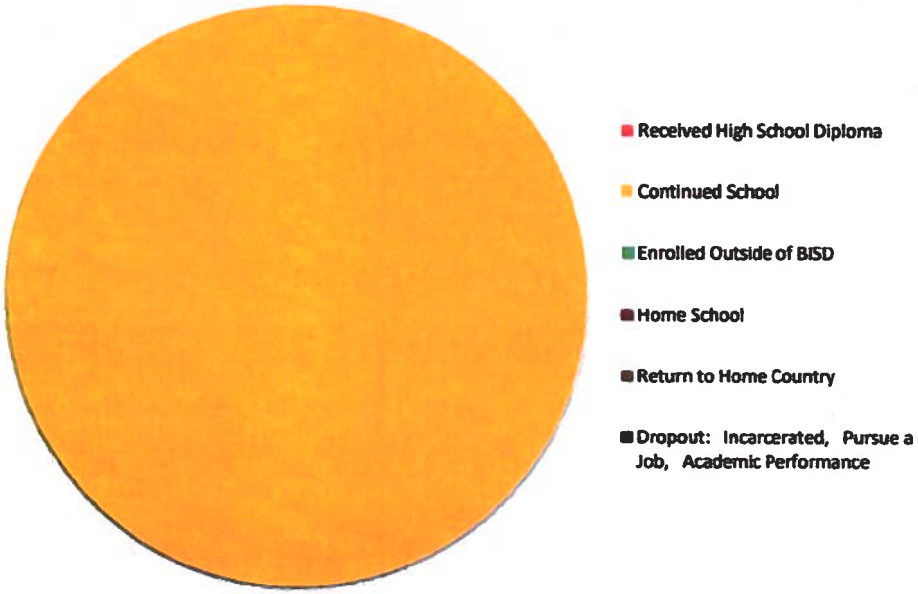


Description	Number of Students
Received High School Diploma	0
Continued School	8
Enrolled Outside of BISD	0
Home School	0
Return to Home Country	0
Dropout: Incarcerated, Pursue a Job, Academic Performance	0
Total	8

Grade Level	Number of Students
9th	5
10th	0
11th	3
12th	0
Total	8

Description	Percentage
Received High School Diploma	0%
Continued School	100%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Cameron County Juvenile Justice Campus Summary
Lopez Early College High School
2018-2019

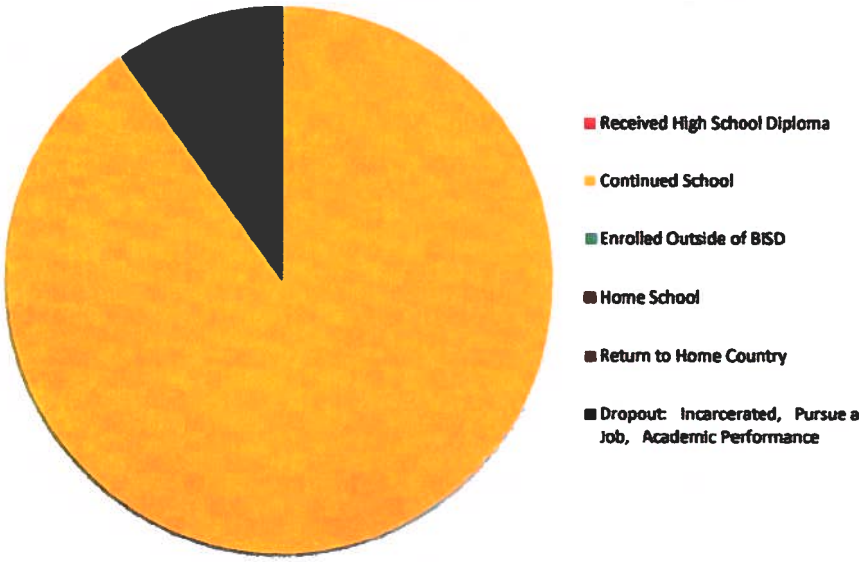


Description	Number of Students
Received High School Diploma	0
Continued School	8
Enrolled Outside of BISD	0
Home School	0
Return to Home Country	0
Dropout: Incarcerated, Pursue a Job, Academic Performance	0
Total	8

Grade Level	Number of Students
9th	4
10th	1
11th	1
12th	2
Total	8

Description	Percentage
Received High School Diploma	0%
Continued School	100%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	0%
Total	100%

Cameron County Juvenile Justice Department
Brownsville Academic Center
2018-2019

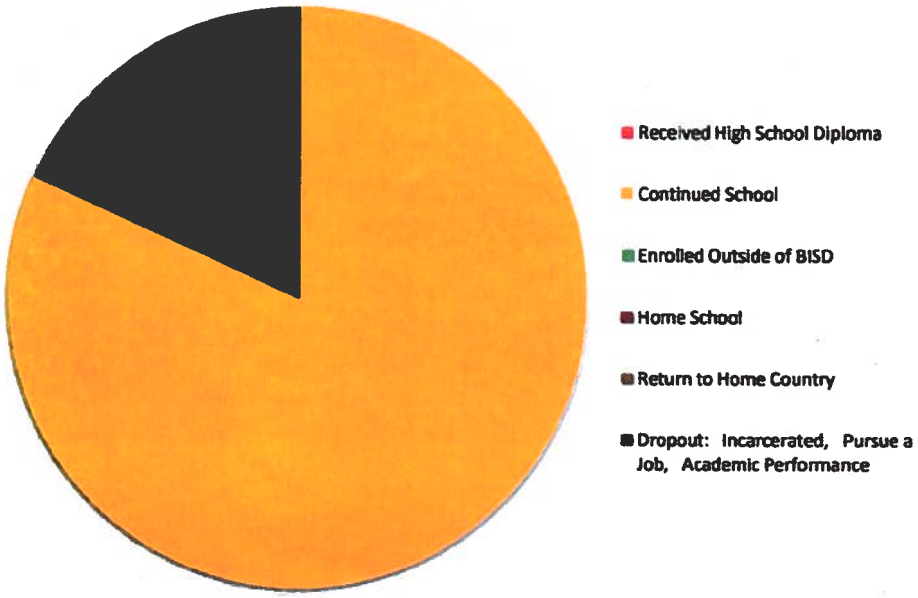


Description	Number of Students
Received High School Diploma	0
Continued School	18
Enrolled Outside of BISD	0
Home School	0
Return to Home Country	0
Dropout: Incarcerated, Pursue a Job, Academic Performance	2
Total	20

Grade Level	Number of Students
6th	1
7th	4
8th	5
9th	7
10th	1
11th	2
12th	0
Total	20

Description	Percentage
Received High School Diploma	0%
Continued School	90%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	10%
Total	100%

Cameron County Juvenile Justice Department
Brownsville Learning Academy Middle School
2018-2019



Description	Number of Students
Received High School Diploma	0
Continued School	9
Enrolled Outside of BISD	0
Home School	0
Return to Home Country	0
Dropout: Incarcerated, Pursue a Job, Academic Performance	2
Total	11

Grade Level	Number of Students
6th	4
7th	4
8th	3
9th	0
Total	11

Description	Percentage
Received High School Diploma	0%
Continued School	82%
Enrolled Outside of BISD	0%
Home School	0%
Return to Home Country	0%
Dropout	18%
Total	100%

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 548-8000

Dr. René Gutiérrez
Superintendent

_____	_____
Company Name	Dr. René Gutiérrez Superintendent
_____	_____
Date	Minerva M. Peña Board President
	_____
	Dr. Prisci Roca Tipton Board Secretary
	_____
	Date

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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:** 8/4/2020

Item Title: Online Courses MOU with The University of Texas at Austin The K-16 Education Center

X **Action**
Information
Discussion

BACKGROUND:
The Bilingual Department and Curriculum and Instruction Department request approval to enter into a Memorandum of Understanding (MOU) with the University of Texas at Austin. The K-16 Education Center at UT-Austin will continue providing online courses and course credit analysis for the Brownsville high schools' English learners (ELs). The courses are aligned to the TEKS and offer student flexibility in scheduling opportunity to recover credits or to advance, as an option for meeting the state required credits toward graduation. This program provides a service to the students by avoiding repetition of course for students who previously demonstrated mastery of content in a for an equivalent high school course.

During the 2019-2020 school year, a total of 357 services were requested to UT Austin, resulting in 383.5 credits recovered. The services also included 27 Course Credit Analysis and 256 online courses in English at a cost of $55,945 to support this endeavor. The cost for the 2020-2021 school year is projected to be $75,000.

FISCAL IMPLICATIONS:
Categorical Funds: Federal Bilingual Categorical Funds $75,000.00

RECOMMENDATION:
Recommend approval to enter into a Memorandum of Understanding (MOU) with the University of Texas at Austin, The Language Learners at University of Austin's Center for Hispanic Achievement (LUCHA) Program online courses, in the amount of $75,000.00 for the 2020-2021 school year. Services to be rendered to the district's needs and funding.

Submitted by: Carlos Olvera
Bilingual/ESL/Title III Director

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.

The University of Texas at Austin
UT High School

6/29/2020

Mr. Carlos Olvera
Brownsville ISD
1900 E. Price Road, Suite 210
Brownsville, TX 78521

Dear Mr. Olvera:

This is a year-to-date report on The University of Texas at Austin High School LUCHA Program services provided to Brownsville Independent School District from **August 2019 through May 2020** of the 2019-20 school year. A final end of year report which includes the services providing through the end of June 2020 will be sent in July.

All UTHS LUCHA Services (Aug 2019-May 2020)

Services	Quantity	Costs
Transcript Review: Course Credit Analysis (CCA)	25	$6,875
Transcript Review: Course Credit Analysis (CCA) and Obtainment	2	$900
Online UT High School Course Enrollments	256	$44,800
Online UT High School Course Extensions	40	$2,200
Online UT High School Course Final Re-Exams	29	$1,015
UT High School Credit by Exams	3	$75
Expedited Shipping for print exams	1	$30
Rush Grading for exams	1	$50
	TOTAL COSTS	**$55,945**

Transcript Analysis and Obtainment Services
Brownsville ISD awarded 383.5 credits to entering English Language Learners (ELLs) through the LUCHA transcript analysis and obtainment services during the 2019-20 school year. This program provides a service to the students by avoiding repetition of courses for students who previously demonstrated mastery of content in a course that is aligned with the TEKS for an equivalent high school course. As a result, the students who are awarded the credits are more likely to continue to attend school rather than dropping out, they avoid unnecessary remediation or interventions such as tutorials or summer school, and they stay on-track for 4-year graduation. The following table demonstrates the credits recommended and students served by the UTHS LUCHA transcript analysis and obtainment services on Brownsville ISD high school campuses:

2019-20 Brownsville ISD - UTHS LUCHA Program Students and Transcript Credits Recovered (August 2019- May 2020)

Brownsville ISD High Schools	Quantity of Services Provided (Transcripts and Courses)	Number of Credits Recovered (Transcripts Only)
Lopez High School	2	33.5
Pace High School	44	124.5
Porter High School	21	156.0
Rivera High School	21	47.0
Veterans High School	77	22.5
Hanna High School	192	0
TOTALS	**357**	**383.5**

The total cost of the services provided to Brownsville ISD from August 2019 through May 2020 was $55,945. The process of reviewing transcripts for out-of-country students resulted in students recovering a total of 383.5 course credits.

We commend Brownsville ISD for continued support of English Language Learners through a demonstrated commitment to providing quality academic support services for students to ensure their academic success. We look forward to continuing the partnership in future years.

Sincerely,

Beth Cooper

Beth Cooper, Ed. D.
Superintendent
The University of Texas at Austin High School

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2020 4291

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF TRAVIS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code.*

I. Contracting Parties:

The Receiving Party: Brownsville Independent School District, an independent school district of the State of Texas
1900 Price Rd. Suite 210, Brownsville, Texas 78521
Carlos Olvera, Interim Bilingual / ESL Title III Administrator
(956) 548-8271
mrolvera@bisd.us

The Performing Party: The University of Texas at Austin
UT High School-LUCHA – UTA
1616 Guadalupe Ste 0.134
Austin, TX 78701
Dr. Beth Cooper, Superintendent
(512) 232-2732
LUCHA@austin.utexas.edu

II. Statement of Services to be Performed

The UT High School, Performing Party, will perform the following service(s):

Services to support curriculum, courses, and student learning.

Access to these services can only be facilitated after an initial training. The district and/or campus representatives will be trained by Performing Party staff.

The price of each service is provided in "Exhibit A." Once a purchase is made, the purchase price is not refundable.

III. Contract Amount

This contract authorizes Brownsville ISD to purchase a maximum amount of $75,000 (seventy-five thousand dollars) of services from 07/1/2020 to 06/30/2021 provided by UT High School. Refer to Exhibit A for a list of provided services under the contract. Requests for services exceeding the maximum amount on this agreement will require an amendment to the contract.

IV. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code.*

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

Performing Party will submit ten monthly invoices to Receiving Party based on services rendered during the contract period from 07/01/2020 through 06/30/2021.

Receiving Party will remit payment within 30 days of the Invoice Date to Performing Party for services satisfactorily performed from 07/01/2020 through 06/30/2021, under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

V. Warranties

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code;* (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VI. Term of the Agreement

This Agreement is effective as of the later of 07/1/2020 or date fully executed by both parties ("Effective Date") and shall terminate on 06/30/2021.

VII. FERPA

UT High School is subject to and shall abide by the Family Educational Rights and Privacy Act of 1975 (FERPA), as amended (ensures access to educational records for students and parents while protecting the privacy of such records) and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99) and 20 USC 1232g because UT High School is an educational institution.

VIII. Criminal Background Check

The University of Texas at Austin conducts background checks on all classified and administrative/professional positions prior to employment.

IX. Termination

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon sixty (60) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 60-day period.

2020 4291

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

Receiving Party Brownsville Independent School District	Performing Party The University of Texas at Austin
By: _____	DocuSigned by: By: Linda Shaunessy D9E4716847F042B...
Name: _____	Name: Linda Shaunessy
Title: _____	Title: Business Contracts Administrator
Date: _____	Date: 2020-07-06 | 11:14:01 PDT

DocuSign Envelope ID: 1FBB5B41-7239-43B2-AE0B-50BEBE348D62

Exhibit A
Per Student Cost for Each Service

STUDENT MATERIALS AND SERVICES		
Item/Service	**Description**	**Cost**
Semester Online Course	Semester course fee is per course enrollment. Payment is made in full in order to access each course. Courses are active for 150 days from the date of student enrollment. Course facilitated by UT High School teacher of record.	$175 per semester course for up to 99 partner school district student enrollments. $10 Proctorio online proctoring fee per semester. Contract pricing available for 100+ enrollments per year.
Semester Digital Curriculum	Digital curriculum license fee is per semester course enrollment. Payment is made in full in order to access each course. Curriculum is active for one academic year. Curriculum facilitated by a local teacher of record.	$50 per semester course for up to 99 partner school district digital curriculum student enrollments. Contract pricing available for 100+ enrollments per year.
Semester Course Materials	Some courses require students to purchase a textbook or lab materials, which is a cost in addition to the semester course fee. Required course materials are listed with each course description online at https://highschool.utexas.edu/courses	Most courses do not require additional textbooks or resources. Schools purchase materials directly, not from UTHS. Prices vary for science lab materials. Prices vary for English I-IV textbooks.
Semester Course Final Exam	Students are required to take a final exam for each semester course. Exams are typically administered online.	No cost for online testing administered by an on-site, approved proctor. Paper testing requires shipping fees. Exam Rush Grading Fee: $50 each Re-exam Fee: $35 each Proctorio online Proctoring Fee: $10 per exam
Semester Course Extension Fee	There is a fee for a 30-day course extension or reinstatement.	$55 per semester course
Training for Instructors/Staff – to facilitate student courses and exams	Webinars or on-site trainings are provided to instructors and staff to include student registration, student course access, and proctor requirements for exams.	2 three-hour webinars included for partners. $300 per 3-hr session for more than 2 webinars per academic year. $800 per day for onsite training (6 hrs per day, 2 day minimum).
Credit by Exam (CBE)	Students can earn high school credit for a course by taking an exam to show mastery. Students must score 70% or higher to recover credit for a course in which they received prior instruction. Students must score 80% or higher to receive credit without prior instruction.	$25 per semester exam, per student $50 per yearlong exam, per student $10 per exam for Proctorio online Proctoring Fee if requested
Expedited Exam Shipping Fees	Requests for expedited shipping for final exams and credit by exams include expedited shipping to and from the proctoring site. An expedited shipping return label will be provided in the envelope/box.	$20: 1 envelope (1-4 exams) $40: 1 box (5-100 exams) Pricing for multiple boxes (add $40 per box): $80: 2 boxes (101-200 exams) $120: 3 boxes (201-300 exams) $160: 4 boxes (301-400 exams)

Certificate Of Completion

Envelope Id: 1FBB5B41723943B2AE0B50BEBE348D62
Subject: Signature request on Contract Brownsville ISD - UTHS
Source Envelope:
Document Pages: 4
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 1
Initials: 0

Status: Sent

Envelope Originator:
UT Business Contracts
1 University Station
Austin, TX 78712
vpcfo.contracts@austin.utexas.edu
IP Address: 199.188.157.82

Record Tracking

Status: Original
7/6/2020 12:48:41 PM

Holder: UT Business Contracts
vpcfo.contracts@austin.utexas.edu

Location: DocuSign

Signer Events	Signature	Timestamp
Linda Shaunessy lis236@eid.utexas.edu Businesss Contracts Administrator University of Texas at Austin Security Level: Email, Account Authentication (None)	DocuSigned by: Linda Shaunessy D9E4718847F042B... Signature Adoption: Pre-selected Style Using IP Address: 136.49.138.145	Sent: 7/6/2020 12:51:16 PM Viewed: 7/6/2020 1:13:53 PM Signed: 7/6/2020 1:14:01 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Urban Arredondo wave007@eid.utexas.edu Assoc. Business Contracts Admin. University of Texas at Austin Security Level: Email, Account Authentication (None)		Sent: 7/6/2020 1:14:02 PM Viewed: 7/6/2020 1:53:41 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/6/2020 1:14:02 PM

Payment Events	Status	Timestamps

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Tuesday, July 14, 2020 6:55 PM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: UT Austin Online Courses 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 the MOU for signature.

Thanks,
Baltazar Salazar

...loyal, faithful, and aggressive representation...

On Jul 14, 2020, at 3:40 PM, 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

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Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 548-8000

Dr. René Gutiérrez
Superintendent

_____	_____
Company Name	Dr. René Gutiérrez Superintendent
_____	_____
Date	Minerva M. Peña Board President
	_____
	Dr. Prisci Roca Tipton Board Secretary
	_____
	Date

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Brownsville Independent School District

Agenda Category: General Function Contracts/MOU **Board of Education Meeting:** 08/04/20

Item Title: Request Approval of Memorandum of understanding and Partnership Agreement between UTRGV College of Education and P-16 Integration Educator Preparation and Accountability and, Brownsville I.S.D.

X **Action**
__ **Information**
__ **Discussion**

BACKGROUND:
The purpose of this Educational Experience Affiliation Agreement with UTRGV Office of Educator Preparation and Accountability College of Education and P-16 Integration, 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 UTRGV College of Education and P-16 Integration Educator Preparation and, Accountability and Brownsville I.S.D.

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.

Yolanda Torres

From: Sara Celis
Sent: Wednesday, July 29, 2020 8:42 AM
To: Yolanda Torres
Subject: FW: 3rd Request: Amend Agreement for Release of Driver Records to Govt Entities, MOU Region 10 Education Service Center Educational Diagnostician Program, UTRGV College of Education & P-16

Please see below.

Mr. Salazar approved the MOU's.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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From: Baltazar Salazar [mailto:balsalazar@sbcglobal.net]
Sent: Wednesday, July 29, 2020 8:42 AM
To: Sara Celis <scelis@bisd.us>
Cc: Minerva Almanza <malmanza1@bisd.us>; Patricia Perez <pperez@bisd.us>
Subject: Re: 3rd Request: Amend Agreement for Release of Driver Records to Govt Entities, MOU Region 10 Education Service Center Educational Diagnostician Program, UTRGV College of Education & P-16

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 the three attached agreements.

Thanks,
Baltazar Salazar

...loyal, faithful, and aggressive representation...

On Jul 29, 2020, at 7:45 AM, Sara Celis <scelis@bisd.us> wrote:

Good morning Mr. Salazar,

The attached are pending your review and approval. Pat will be meeting with the Superintendent and Board President this morning to finalize the agendas.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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From: Sara Celis
Sent: Tuesday, July 28, 2020 1:08 PM
To: 'Baltazar Salazar' <balsalazar@sbcglobal.net>

Cc: Minerva Almanza <malmanza1@bisd.us>; Patricia Perez <pperez@bisd.us>
Subject: RE: Amend Agreement for Release of Driver Records to Govt Entities, MOU Region 10 Education Service Center Educational Diagnostician Program, UTRGV College of Education & P-16

Good afternoon Mr. Salazar,

I was informed that all agenda items need to be turned in to Pat by 3:00pm today. Can you please review the attached MOU's.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
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From: Sara Celis
Sent: Tuesday, July 28, 2020 11:38 AM
To: Baltazar Salazar <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>; Patricia Perez <pperez@bisd.us>
Subject: Amend Agreement for Release of Driver Records to Govt Entities, MOU Region 10 Education Service Center Educational Diagnostician Program, UTRGV College of Education & P-16

Good afternoon Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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<UTRGV & P16 Integration.pdf>
<Region 10 Education Services & BISD.PDF>
<Release of Driver Records to Govt Entitites.pdf>

EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

THIS AGREEMENT, effective the 1st day of September, 2020, is between The University of Texas Rio Grande Valley, ("University") a component institution of The University of Texas System, ("System") and Brownsville Independent School District ("BISD ISD"), a school district having its principal office at (address), (city), State of Texas.

Recitals

A. Brownsville ISD operates schools and related facilities located at 1901 Price Road in the City of Brownsville, State of Texas and therein provides educational services.

B. University provides academic courses with respect to teacher preparation and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties.

C. Brownsville ISD desires to cooperate with University to establish and implement from time to time field experience placements and clinical teaching program involving the students and personnel of University and the facilities and personnel of Brownsville ISD.

Agreement

NOW, THEREFORE, in consideration of the mutual promises herein, University and Brownsville ISD agree that this and any Program established and implemented by Brownsville ISD and University during the term of this Agreement shall be covered by and subject to the following terms and conditions.

1. **PROGRAM.** To become effective, all agreements with respect to field experiences and clinical teaching ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Brownsville ISD and University.

    a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.

    b. The Program will be reviewed periodically by the Brownsville ISD Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.

    c. The educational experience for University students in the Program will be an integral part of the role and duties of Brownsville ISD and University students will be under the direct supervision of University personnel or Brownsville ISD personnel who are licensed or otherwise qualified to perform such services.

2. **RESPONSIBILITY OF BROWNSVILLE ISD.** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Brownsville ISD will:

a. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;

b. permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Brownsville ISD for purposes of the educational experience; and

c. appoint a person to serve for Brownsville ISD as liaison by the following procedure:

(1) Brownsville ISD shall submit to University the name and professional and academic credentials of the person proposed as Brownsville ISD Liaison in writing at least 30 days prior to the date the appointment is to become effective.

(2) University shall notify Brownsville ISD of University's approval or disapproval of such person within 10 days after receipt of such notice.

(3) No person shall act as Brownsville ISD Liaison without the prior written approval of University.

(4) In the event the Brownsville ISD Liaison approved by University later becomes unacceptable and University so notifies Brownsville ISD in writing, Brownsville ISD will appoint another person in accordance with the procedure outlined in this paragraph 2.c.

d. Assign appropriate space on Brownsville ISD premises for offices, lectures, and other non-experience related activities of the Program.

e. Provide the equipment, supplies, qualified personnel, and supervised access to Brownsville ISD students or clients required for the experience related activities of the Program.

f. Obtain an maintain all licenses required for Brownsville ISD and assure that all Brownsville ISD personnel are appropriately licensed.

g. Work collaboratively with University in the University student placement process by reviewing list of eligible University students who have cleared criminal background procedures with Brownsville ISD and arranging campus placement.

h. Assume sole responsibility for the quality of Brownsville ISD student or client care.

i. Work collaboratively with University to select cooperating teachers (mentors) who meet Texas Administrative Code requirements, train, and assign to University students.

j. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Brownsville ISD.

k. Allow University students to develop teaching practices under the supervision of Brownsville ISD assigned cooperating teacher and University field supervisor.

l. Permit representatives of the accrediting entity for the school or division of University in which University students participating in the Program are enrolled to have reasonable access to premises of Brownsville ISD for purposes related to the accreditation process.

m. Allow University to facilitate and conduct program evaluation to determine program effectiveness through informal/formal evaluations.

n. Work collaboratively for the completion of Tripod surveys by P-12 students who received instruction by UTRGV clinical teachers. Tripod surveys examine the 7Cs™ of effective teaching, which are a series of best practices that peer-reviewed research has linked to student engagement (effort and behavior) and achievement (gains on standardized tests). The 7Cs framework of effective teaching describes the extent to which teachers: 1) Show concern for their students (Care); 2) Invite ideas and promote discussion (Confer); 3) Inspire curiosity and interest (Captivate); 4) Cultivate Understanding and overcome confusion (Clarify); 5) Integrate ideas and summarize key points (Consolidate); 5) Press for rigor and persistence (Challenge); and 7)Sustain order, respect, and focus (Classroom Management). Survey results are for program evaluation/improvement only. Completion of the surveys is voluntary. Tripod Surveys are available in paper and online formats

o. Work collaboratively with University to allow University students to participate in delivery of online/virtual/remote instruction as needed for purposes related to the University student's completion of state certification requirements.

p. Work collaboratively with University to include a statement in the School District Video Permission Policy forms that allows the University clinical teachers/interns to record videos in classrooms for the purpose of gathering teacher competency data.

3. **RESPONSIBILITIES OF UNIVERSITY.** University will:

a. furnishes Brownsville ISD with the names of the students assigned by University to participate in the Program.

b. assigns only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation.

c. designates a member of the University faculty to coordinate the educational experience of students participating in the Program with the Brownsville ISD Liaison. University

shall give Brownsville ISD written notice of the name of the University Representative.

d. assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.

e. develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms to the Brownsville ISD personnel and University personnel who are responsible for supervising those students.

f. assigns grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.

g. informs all University students and personnel participating in the Program that they are required to comply with the rules and regulations of Brownsville ISD while on premises of Brownsville ISD and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Brownsville ISD.

h. provides information requested by Brownsville ISD related to students participating in the Program unless prohibited by federal or state law.

i. remove a student from the Program when Brownsville ISD determines that the student has violated the rules and regulations of the Brownsville ISD; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Brownsville ISD or threatens the safety of Brownsville ISD personnel or students. Brownsville ISD will provide information and fully cooperate with University regarding the student(s) removal from the program.

j. works collaboratively with Brownsville ISD to select cooperating teachers (mentors) who meet Texas Administrative Code requirements, train, and assign to University students.

k. conducts program evaluations to determine program effectiveness through informal/formal evaluations.

l. uses teacher competency data to improve teaching practices in the classroom. Teacher competency data will include video recordings of teacher candidate practice with students in the classroom. In recognition of the sensitivity of this practice, video of teacher candidate's instruction will be captured in accordance with the school district video permission policy.

4. **GENERAL PROVISIONS.**

a. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.

b. University and Brownsville ISD will comply with all applicable federal, state and local laws, ordinances, and regulations in the performance of this Agreement.

c. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

5. **NOTICES.** All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

6. **ORAL REPRESENTATIONS.** No oral representations of any officer, agent, or employee of Brownsville ISD, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

7. **AMENDMENT TO AGREEMENT.** No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

8. **ASSIGNMENT.** Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.

9. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

10. **TERM AND EFFECTIVE DATE.** This Agreement shall continue in effect for an initial period ending one (1) year after the date and year stated in the first paragraph ("Term"). After such initial Term, this Agreement shall continue from year to year unless one party shall give the other 180 days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such 180 days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

11. **APPLICABLE LAW.** The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.

12. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Brownsville ISD as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Brownsville ISD agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

This Agreement is entered into by University and Brownsville ISD, in accordance with the provisions of FERPA, its implementing regulations, and any applicable state laws. EPP and Brownsville ISD hereby acknowledge that student education records are deemed confidential pursuant to FERPA and applicable state laws.

UNIVERSITY:

By: _____,
Janna Arney, Ph.D.
Deputy President,
The University of Texas Rio Grande Valley

Date: _____

FACILITY:

By: _____
Dr. Rene Gutierrez
Superintendent of Schools,
Brownsville ISD

Date: _____

APPROVED:

_____
Rick Anderson
Executive Vice President for Finance and Administration

Date:_____

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 548-8000

Dr. René Gutiérrez
Superintendent

_____	_____
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:** 08-04-2020

Item Title: Annual Partnership Agreement Between Brownsville ISD FNS and Form Plastics

X **Action**
Information
Discussion

BACKGROUND:

The Food and Nutrition Services (FNS) Department will follow CDC guidelines to provide meals in prepackaged trays to prevent cross-contamination. Meal will be prepared by FNS employees.

FNS is requesting approval to enter into a Partnership Agreement with Form Plastics. The purpose of this partnership agreement is to purchase packing supplies products from Form Plastics for a five-year term. Form Plastics will provide the packaging machines and maintenance at no cost. FNS must directly purchase all trays and film from Form Plastics to receive equipment at no cost.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

Recommend approval for the Food and Nutrition Services (FNS) Department to enter into a five-year partnership agreement with Form Plastics to purchase food packing supplies and Form Plastics will provide packing equipment at no cost to the district.

Approved for Submission to Board of Education:

Laura-Zelda Villarreal
Submitted by: Principal/Program Adm.

Jimmy Haynes /David Robledo
Recommended by: Asst. Supt./CFO

Dr. René Gutiérrez, Superintendent

Reviewed by: Staff Attorney
Dr. Nellie Cantu

Approved by: Deputy Superintendent 7/30/2020

When Necessary, Additional Background May Follow This.

FORM PLASTICS COMPANY
Partnership Agreement

AGREEMENT MADE this 30 day of July, 2020 by and between FORM PLASTICS COMPANY, an Illinois Corporation, 3825 Stern Avenue, St. Charles, IL 60174 ("Form") and Purchaser, Brownsville ISD, 18878 Pride Road, Brownsville, TX 78521 . ("Purchaser").

In consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Supply of Equipment.
Form hereby agrees to deliver certain equipment to the Purchaser as identified in Exhibit A attached hereto and made a part hereof ("Exhibit A Equipment") which shall be used by the Purchaser solely in conformity with the terms of this Agreement and for no other purposes.

2. Status of Equipment.
The Exhibit A Equipment is the sole property of Form and neither title nor ownership rights shall transfer under this Agreement to Purchaser or any other third parties. In order to verify the aforementioned, Purchaser and Form, upon Form's request, shall file Uniform Commercial Code Financing Statements with the Illinois Secretary of State to substantiate same. Such equipment shall be further marked clearly as the property of Form. Upon termination of this Agreement, the Exhibit A Equipment ownership will transfer to Purchaser as long as the terms of 5 years & 13,500,000 trays have been satisfied.

3. Duration of Agreement.
The commencement date of this Agreement shall be the first date the Exhibit A Equipment has been delivered by Form and is available to perform the tasks required of such Exhibit A Equipment. The termination date shall be 5 years from said Commencement Date. Notwithstanding the foregoing, the parties at any time may mutually renew and extend this Agreement by written agreement. In the event the Purchaser completes the obligation of purchasing the total contract tray requirements earlier than the duration of the contract, Form Plastics will reduce the packaging pricing and uphold the terms for the remainder of the contract, Purchaser will also uphold the terms for the remainder of the contract.

4. Warranties, Maintenance and Upgrade.
As long as the Exhibit A Equipment is being used in compliance with the terms of this Agreement, Form shall, at its sole expense, maintain and repair the Exhibit A Equipment as Form deems necessary in order for such Exhibit A Equipment to perform the tasks for which they were designed. Notwithstanding the foregoing, repairs and maintenance of the Exhibit A Equipment shall not include repairs required by reason of the negligent use of the Exhibit A Equipment or usage of the Exhibit A Equipment in a manner for which it was not intended, misuse of the equipment, or intentional destruction of all or any part of the Exhibit A Equipment, and in such cases Purchaser shall pay for such labor and repairs and required according to Form's then prevailing service rates.

5. Purchase Requirements.
The agreement to repair and maintain the Exhibit A Equipment is in consideration of the Purchaser hereby agreeing that for the entire term of this Agreement that all packaging (plastic and paper) trays and film for the Exhibit A Equipment will be purchased only from Form and not from any other parties. All packaging trays and films shall be delivered by Form within six (6) weeks of receipt of written purchase orders from Purchaser.

6. Pricing of Packaging and Film.
Form, in further consideration of being the sole supplier of packaging and film for the Exhibit A Equipment, and in reliance of Purchaser achieving hereinafter set forth purchase levels, hereby agrees to supply the packaging trays and film for the duration of this Contract in accordance with the pricing set forth on Exhibit B attached hereto and made a part hereof, subject to purchase price adjustments pertaining to volume and resin pricing as hereinafter set forth in this Agreement.

7. Price Adjustments.
The pricing schedule at Section 6, set forth on Exhibit B, is subject to adjustment for increases or decreases in the volume of tray purchases from that which is set forth herein and fluctuating resin prices as follows:

a. **Volume Fluctuations**: The pricing set forth at Exhibit B is based upon Purchaser purchasing the following volume of trays within each 12 month consecutive period of this Contract ("12 Month Period"), commencing with the date of this agreement ("Commencement Date") as follows:

Trays	Volume Per 12 Month Period
Series A - Annual Volume based on 2,700,000 Trays	See Exhibit B

hereinafter referred to as the "Base Volume." The price charged for trays each year shall be based upon achieving the Base Volume and, if the actual volume is less, the pricing for each tray shall be adjusted for the prior year (via: Actual Annual Volume Debit Sec 7 iii b.) and the next year in accordance with the formula herein following:

i. Volume shall be the total amount for each series of tray ordered by Purchaser, delivered and invoiced by Form and paid for by Purchaser in each 12 Month Period;

ii. At the end of the initial 12 Month Period and during each 12 Month Period thereafter, the volume of each series of trays purchased shall be determined ("Actual Annual Volume") the end of each 12 Month Period, to determine the Actual Annual Volume versus the Base Volume.

iii. Purchaser is obligated to meet or exceed the annual amount listed above. Purchaser can request a volume analysis at anytime during the contract period.

iv. a) Adjusted Price. If the Annual Volume for the prior 12 Month Period for Series A trays is 10,000 less than the Base Volume, the price per tray for all Series A trays for the next 12 Month Period shall be adjusted and increased by $.00009 per tray for every 10,000 trays under the Base Volume ("Adjusted Price")

b) Actual Annual Volume Debit. Purchaser shall be issued a debit invoice for an additional amount due based upon the Actual Annual Volume for that specific 12 Month Period subtracted from the Base Volume multiplied by the upcharge of $ .02899 per tray.

v. The Adjusted Price of trays shall be immediately effective on the first day of each following 12 Month Period and shall be adjusted again at the end of such 12 Month Period based upon the Actual Annual Volume.

vi. Form shall issue the appropriate actual annual volume debit invoices after the end of each 12 Month Period and in the event of a debit memo, Purchaser shall pay same within 30 days.

iiiii. The Adjusted Price based upon Actual Annual Volume shall be in effect for the following 12 Month Period, until the next annual adjustment period.

iviii. Pricing adjustments herein shall be independent of any price adjustments caused by resin price changes in Section 8.b. herein and such price changes per Section 8.b. shall be irrespective of the volume of sales.

ix. The per tray price for the initial 12 Month Period shall be based upon the initial pricing in Exhibit B and shall be adjusted accordingly at the end of the 12 Month Period.

b. **Resin Price Adjustments**: The pricing set forth in Exhibit B as adjusted by section 7.a. herein shall be further adjusted in the event of a resin increase, commencing at the end of the initial 12 Month Period, to reflect changes during the Contract period for adjustments in the price of resin, in accordance with the formula set forth in Exhibit C. Such price adjustments, unlike those based on volume, shall not be retroactive to the previous 12 Month Period, but shall be fixed at the first day of each subsequent 12 Month Period after the initial 12 Month Period.

8. Responsibility for Exhibit A Equipment.
Purchaser shall be responsible for security of the Exhibit A Equipment and in the event of loss or destruction of the equipment shall be liable to Form for the value of the replacement value of the Exhibit A Equipment, as if such was purchased new at the time of loss. Purchaser shall be responsible for the care and use of the Exhibit A Equipment and shall defend and indemnify and hold harmless Form from the negligent use of such Exhibit A Equipment by personnel operating same. Purchaser shall maintain insurance coverage against loss, theft, damage or destruction in an amount not less than the replacement value of the Exhibit A Equipment, with loss payable clauses to Form, and shall further maintain comprehensive general all-risk liability insurance insuring Form, with a severability of interest endorsement or its equivalent, against any loss or liability for damage to persons or property in connection with the use of the machine, except for such acts which are related to design of the Exhibit A Equipment. Purchaser shall provide evidence of such insurance by the Commencement Date of this Agreement.

9. Delivery and Freight
FOB, Destination – Customer is responsible for any additional freight charges incurred in delivery which includes expedited freight, driver assistance, re-palletizing, lumpers, lift gate, and forklift required

10.. Termination.
This contract shall not be terminable by the Purchaser, except by reason of the non-performance by Form, after Form has been given written notice by overnight delivery of the alleged non-performance permitting Form fifteen (15) days from receipt of the notice to cure the alleged breach. In the event of a breach of this Agreement by the Purchaser, Form shall give written notice by overnight delivery to Purchaser of the alleged non-performance and permit the Purchaser fifteen (15) days from receipt of the notice to cure the alleged breach, and if such is not cured, then Form may terminate this Agreement and Purchaser shall pay Form, in addition to all other monies due up until that date, in that actual damages may not be determined, liquidated damages in the amount of the then current cost of the Exhibit A Equipment, divided by five (5), times the amount of the years remaining under the original term of this Agreement, plus an amount equal to the total packaging and lidding orders from Form for the prior twelve (12) month period.

11. Exclusivity Restriction.
Purchaser agrees that the Exhibit A Equipment, packaging trays, lidding film, as referenced hereunder, are being used pursuant to the Purchaser's Food Service Program. As a condition of this Agreement, the Purchaser agrees that during the term of this Agreement it will not use, rent, purchase, lease or otherwise utilize any other equipment to accomplish the tasks contemplated to be performed by the Exhibit A Equipment, nor will it contract out to third party suppliers or vendors for the supply of food to the Food Service Program, which would in any way limit, minimize or obviate the use of the Exhibit A Equipment, and to purchase the packaging tray and film from Form on a full-time basis in regards to the supply of all the Food Service Program requirements. In consideration Form agrees to meet all such maintenance and repair requirement, and to meet all supply requirements for Packaging Trays and film as required by the Exhibit A Equipment.

12. Form Warranty.
Form warrants the Exhibit A Equipment and the upgrades to be free of defective materials under normal use and service and will repair same during the term of this Agreement. The Exhibit A Equipment in all events must be used in conformity with all instructions, maintenance and operation as set forth in the Form manuals and instructions furnished with the Exhibit A Equipment.
Form's liability for any damage caused by a product which fails due to defective materials or workmanship and the Purchaser's sole and exclusive remedy shall be limited to the replacement or repair of (at Form's option) the defective part or parts as originally furnished by Form. Form shall not be liable for any loss, damage, or expenses directly or indirectly related to the use of its products or from any other cause or for consequential damages (including, without limitation, loss of time, inconvenience, or loss of production). It is expressly understood that Form is not responsible for damage or injury caused to other products, machinery, buildings, property, or persons by reason of the installation or use of its products.
This warranty shall not apply to products sold by Form but manufactured in their entirety by others. Such products are warranted only to the extent of their manufacturer's warranty and whenever possible warranty claims should be handled directly with the product's manufacturer.
This warranty shall be null and void if any component of a product has been (a) tampered with, disassembled, repaired or altered (except as may be authorized by Form in writing; (b) subjected to misuse, improper maintenance, neglect, accident or acts of God; or (c) used for purposes for which it was not designed, which may attack or harm the materials used in construction of the product, or which may otherwise harm the operation of the product. Shipping damage is NOT covered by warranty. The carrier is responsible for all repair or replacement costs resulting from damage in shipment.
THIS IS FORM'S SOLE AND EXCLUSIVE WARRANTY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXCLUDED, INCLUDING IN PARTICULAR ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No distributor or other person is authorized to assume any liability or obligation for Form, other than expressly provided herein.

13. Purchaser Warranty and Representation of Authority.
The Purchaser warrants and represents that it has all necessary statutory authority to enter into this Agreement and that its signature hereunder is not subject to further authorization or approvals during the duration of this Agreement.

14. Taxes or Assessment.
Purchaser shall be responsible for and shall pay any and all taxes, fees, assessments or personal property taxes assessed by reason of the use of the Exhibit A Equipment.

15. Non-Transfer and Inspection.
Purchaser may not transfer the use or possession of nor pledge the Exhibit A Equipment to any third parties and must notify Form in writing of the location of the Exhibit A Equipment and any changes in location within five (5) days of any movement.

16. Miscellaneous.
a. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party.
b. Time is of the essence of this Agreement.
c. Paragraph headings shall not be used in construing this Agreement.
d. Except as herein expressly provided, no waiver by a party of any breach of this Agreement by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same of similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows of such breach at the time it accepts such payment or performance.
e. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.
f. Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder may be given or withheld in the absolute discretion of such party.
g. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Cameron County Texas.
h. No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in a writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

i. If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of such performance shall be extended to the next business day.

j. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

k. In the event of litigation, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

l. In all instances requiring performance by Form and if such performance shall be delayed by *force majeure,* the time for performance shall be delayed an equal amount of time. *Force majeure* shall include but not be limited to strikes, embargoes, riot, war, storm, fire, earth quake, unavailability of resin from sources beyond the control of Form, acts of God or any other cause or event beyond the control of Form.

IN WITNESS WHEREOF, the parties have set their hands and seals the day first above written at St. Charles, Illinois.
FORM PLASTICS COMPANY, an Illinois Corporation

By_____
Name_____
Title_____
Date:_____

PURCHASER
By_____
Name_____
Title_____
Date:_____

WITNESS:
By_____
Name_____
Title_____
Date:_____

EXHIBIT LIST

Exhibit	Paragraph	Document
A, B	1	Equipment List & Pricing of Packaging and Film
B, C & C-1	6	Pricing of Packaging and Film

EXHIBIT A

EXHIBIT A EQUIPMENT

Form Plastics will provide the following Form Plastics Company packaging machines for use per Section 1 of the Supply Contract: Form Plastics will provide:

QTY	Part ID	Description
51	HCM100	HCM100 SEALING MACHINE (includes Primer Plate and 1 Arbor)
153	15032Z	#5000 SEALING PLATE
153	16040Z	#6040 SEALING PLATE
153	16740Z	#6740 MEALS ON WHEELS SEALING PLATE

Form Plastics will provide maintenance for the following Form Plastics Company packaging machines for use per Section 1 of the Maintenance Contract: Form Plastics will provide maintenance to the existing equipment listed below:

EXHIBIT B

FORM PLASTICS COMPANY'S
PLASTIC TRAY AND FILM PRICING
FOR EXHIBIT A EQUIPMENT AND CURRENT EQUIPMENT

Description	Part ID	Price/Cs
#2515 EDIBOWL TRAY (WF) 840/CS	2515-158500F	$97.14
#2516 EDIBOWL TRAY 600/CS	2516-208500	$97.99
#3070 PIE WEDGE 2000/CS	3070-108500	$145.41
#3800 CONDIMENT TRAY 3000/CS	3800-120201	$205.79
#3810 INSERT 5032-5072 SERIES 1000/CS	3810-128500	$72.84
#3812 INSERT 5032-5072 SERI 1000/CS (80)	3812-128500	$72.84
#3914 INSERT 4CMP 6060 SERI 1000/CS (42)	3914-128500	$95.19
#4100 TRAY 800/CS	4100-208500	$458.79
#4110 VENDING TRAY 2000/CS	4110-128500	$274.01
#4112 VENDING TRAY 1600/CS CLEAR	4112-158500	$256.86
#4200 EGG/CRACKER CLEAR 2000/CS	4200-158500	$230.73
#4212 DOUBLE EGG CLAMSHELL CLR 840/CS	4212-171700	$200.60
#5000 DESSERT DISH 2000/CS	5000-108500 **	$116.60
#5010 DESSERT DISH 1350/CS	5010-128500	$84.76
#5010 DESSERT DISH 2500/CS	5010-150539	$182.51
#5010 HINGED DESSERT DISH 1000/CS	5010H-158500	$121.68
#5010/5011 LID 1900/CS	5010L-108500	$120.67
#5011 DESSERT DISH 2400/CS	5011-158500	$164.94
#5012 SALAD/DESSERT CLEAR 900/CS	5012-178500	$72.34
#5030 DESSERT DISH 2200/CS	5030-108500	$156.51
#5032 SALAD/# CAKE TRAY CLEAR 1000/CS	5032-151700	$104.13
#5037 1 CMPT DUAL OVEN TRAY @ 1200/CS	5037-404539	$146.76
#5040 DISH 1380/CS	5040-158500	$130.07
#5042 SALAD/PASTRY TRAY CLEAR 1000/CS	5042-151700	$104.13
#5047 1 CMPT DUAL OVEN TRAY @ 1200/CS	5047-404539	$146.76
#5050 HAMBURGER TRAY 1300/CS	5050-208500	$163.81
#5052 SALAD/BUN TRAY CLEAR 1000/CS	5052-171700	$113.83
#5057 1 CMPT DUAL OVEN TRAY @ 1200/CS	5057-404539	$173.59
#5060 HAMBURGER TRAY 1300/CS	5060-208500	$139.22
#5062 DEEP SALAD/BUN TRAY CLEAR 1000/CS	5062-201700	$127.44

#5070 TRAY 825/CS	5070-258500	$96.19
#5072 DEEP SALAD/BUN TRAY CLEAR 1000/CS	5072-251700	$144.23
#5090 TRAY 1800/CS	5090-158500	$199.45
#5141 PORTION CONTROL TRAY CLR 4700/CS	5141-128500	$413.55
#5143 PORTION CONTROL TRAY CLR 3100/CS	5143-128500 **	$273.80
#5190 TRAY 2000/CS	5190-158500	$221.24
#5502 SAND WEDGE NATURAL 1000/CS	5502-200201	$113.13
#5502 SAND WEDGE BLACK 1000/CS	5502-200539	$118.63
#5502 SAND WEDGE CLEAR 1000/CS	5502-206000	$144.15
#5552 SAND WEDGE NATURAL 1000/CS	5552-200201	$118.10
#5600 SNACKY PACK OPEN CMPT TRAY 2100/CS	5600-151700	$252.14
#5602 SNACKY PACK 2 COMPARTMENT TRAY 2100/CS	5602-151700	$261.16
#5603 SNACKY PACK 3 COMPARTMENT 1800/CS	5603-158500	$174.40
#5652 SAND WEDGE NATURAL 1000/CS	5652-200201	$113.13
#5652 SAND WEDGE WHITE 1000/CS	5652-200202	$118.41
#5652 SAND WEDGE RED 1000/CS	5652-200503	$118.41
#5652 SAND WEDGE SKY BLUE 1000/CS	5652-200504	$118.41
#5652 SAND WEDGE YELLOW 1000/CS	5652-200505	$118.41
#5652 SAND WEDGE GREEN 1000/CS	5652-200506	$118.41
#5652 SAND WEDGE BLACK 1000/CS	5652-200539	$118.41
#5652 SAND WEDGE CLEAR 1000/CS	5652-206000	$122.36
#5662 DBL WDG CLUB BLACK 1000/CS	5662-200539	$164.93
#5662 DBL WDG CLUB CLR 1000/CS	5662-208500	$184.99
#5820 MINI HOT DOG 1200/CS	5820-128500	$101.27
#5832 LARGE HOT DOG TRAY CLEAR 1000/CS	5832-208500	$110.90
#5850 HOT DOG TRAY 2600/CS	5850-108500	$216.47
#5880 HOAGIE TRAY 1300/CS	5880-158500	$146.51
#5881 DEEP HOAGIE 1300/CS	5881-208500	$153.69
#5882 HOAGIE/HOT DOG NATURAL 1000/CS	5882-200201	$142.74
#5882 HOAGIE/HOT DOG CLEAR 1000/CS	5882-208500	$147.40
#5884 HOAGIE/HOT DOG 810/CS	5884-258500	$135.63
#5887 HOAGIE 1100/CS	5887-208500	$152.76
#5920 LARGE HOAGIE 650/CS	5920-258500	$159.30
#6027 1 CMPT SHALLOW MEAL TRAY @ 1100/CS	6027-404539	$197.16
#6042 MEAL TRAY 1500/CS	6042-128500	$162.98
#6043 MEAL TRAY 1500/CS	6043-128500	$162.98
#6044 MEAL TRAY 1500/CS	6044-120201	$158.22
#6044 MEAL TRAY 1500/CS	6044-128500	$162.98
#6047 1 CMPT MEAL TRAY @ 1100/CS	6047-404539	$197.16
#6052 2 COMP MEAL TRAY CLR 700/CS	6052-208500	$127.49
#6060 TRAY CLR 1000/CS	6060-208500	$179.65
#6070 MEAL TRAY 1200/CS	6070-208500	$216.92
#6094 FLIP-IT-FRESH BASE TRAY 1500/CS	6094-128500	$193.21
DIVIDER FOR #6094 1500/CS	6094-DIVIDER	$356.20
LID FOR #6094 1500/CS	6094-LID	$200.79
#6263 MEAL TRAY 1500/CS	6263-158500	$187.57
#6264 2 CAVITY MEAL TRAY 1500/CS	6264-200201	$208.66
#6264 2 CAVITY MEAL TRAY 1500/CS	6264-208500	$226.80
#6267 2 CMPT NACHO TRAY @ 1100/CS	6267-404539	$197.16
#6273 MEAL TRAY 1500/CS	6273-150201	$181.06
#6274 2 CAVITY MEAL TRAY 1500/CS	6274-200201	$208.66
#6277 2 CMPT HAMBURGER TRAY @ 1100/CS	6277-404539	$197.16
#6278 2 CMPT LRG BURGER TRAY @ 1100/CS	6278-404539	$197.16
#6293 MEAL TRAY 1500/CS	6293-150201	$182.54
#6297 2 CMPT HOT DOG TRAY @ 1100/CS	6297-404539	$197.16
#6544 3 CAVITY MEAL TRAY 1500/CS	6544-200201	$208.66

#6544 3 CAVITY MEAL TRAY 1500/CS	6544-208500	$226.77
#6547 3 CMPT LUNCHABLE TRAY @ 1100/CS	6547-404539	$197.16
#6602 WEDGE TRAY CLEAR 1080/CS	6602-158500	$176.18
#6605 SAND/SALAD CLR 950/CS	6605-208500	$201.94
#6610 ONE COMPT PLATTER CLR 650/CS	6610-208500	$190.27
#6612 TWO COMPT PLATTER CLR 650/CS	6612-208500	$190.27
#6620 ONE COMPT PLATTER CLR 1100/CS	6620-208500 **	$261.06
#6650 BLACK CARRIER 500/CS	6650-120439NL	$86.72
#6670 LUNCH BOX TRAY 640/CS	6670-250539	$186.28
#6671 LUNCH BOX TRAY 640/CS	6671-258500	$185.80
#6672 LUNCH BOX TRAY BLK 625/CS	6672-250539	$201.34
#6675 LUNCH BOX TRAY 625/CS	6675-228500**	$182.06
#6675 LUNCH BOX TRAY 625/CS	6675-250539	$201.34
#6702 TRAY 1000/CS	6702-208500	$222.31
#6737 MEALS ON WHEELS 600/CS	6737-404539	$210.23
#6739 MEALS ON WHEELS 630/CS	6739-150539	$114.95
#6739 MEALS ON WHEELS 630/CS	6739-158500	$115.52
#6740 MEALS ON WHEELS 630/CS	6740-208500	$171.05
#7000 SALAD PAN 200/CS	7000-250202	$129.29
#7020 SALAD PAN 150/CS	7020-250202	$100.64
#7520 1 CMPT MED CPET TRAY @ 140/CS	7520-404539	$110.48
#7525 1 CMPT DEEP CPET TRAY @ 140/CS	7525-404539	$110.48

** Please note Non-stocked items subject to Minimum order quantities.

Film Pricing		
Description	**Part ID**	**Price/Cs**
6 13/16" X 5100' 985 2 RL/CS	9746-5100DP985	$495.47
6 13/16" X 5100' PERF-985 2RL/CS	9746-5100DPP985	$683.31
7 1/8" X 5100' 985CV 1 RL/CS	9755-5100DP985CV	$290.82
7 5/8" X 5100' CV 1 RL/CS	9759-5100DP985CV	$278.24
8 7/8" X 5100' 985 1 RL/CS	9769-5100DP985CV	$323.34
9 1/8" X 5100' 985CV 1RL/CS	9771-5100DP985CV	$332.36
9 3/8" X 2000' DUAL OVEN PERF'D 1 RL/CS	9773-2000DPPCP870	$301.91
9 3/8" X 4000' DUAL OVENABLE 1 RL/CS	9773-4000DPCP870	$361.34
9 3/8" X 5100' 985CV 1RL/CS	9773-5100DP985CV	$377.11
9 1/2" X 5100' CLEAR VIEW FLM 1RL/CS	9774-5100DP985CV	$380.45
10 3/8" X 2000' DUAL OVEN PERF'D 1 RL/CS	9785-2000DPPCP870	$333.34
10 3/8" X 4000' DUAL OVENABLE 1 RL/CS	9785-4000DPCP870	$282.27
10 3/8" X 5100' CLEAR VIEW FLM 1RL/CS	9785-5100DP985CV	$368.45
10 3/8"X5100' DUAL OVEN PERF (2) @1RL/CS	9785-5100DPPCP2	$592.97
10 3/8" X 5100' DP RL53 1 RL/CS	9785-5100DPRL53	$436.93
10 3/4" X 5100' 985CV 1RL/CS	9788-5100DP985CV	$390.98
10 1/2" X 5100' CLEAR VIEW FLM 1RL/CS	9789-5100DP985CV	$381.97
10 1/2" X 5100' PERF-985 1RL/CS	9789-5100DPP985	$526.72

RESIN PRICE CALCULATION FOR INCREASE/DECREASE IN PRICING

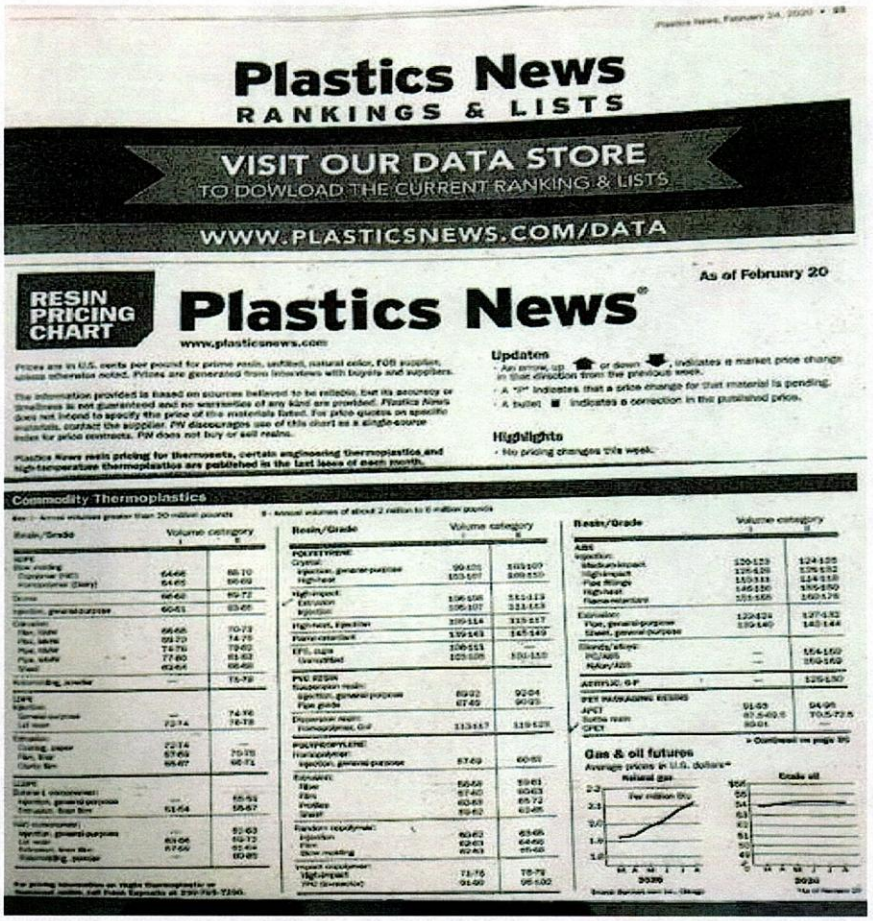
For the purposes of this Agreement (Section 6) the resin price shall be the average of the high-low price per pound for Polystyrene High Impact--Extrusion Grade (Volume Category 1) as stated in Plastics News, published currently by Crain Communications, under the heading "Plastics News Resin Pricing Chart". The initial price for purposes of this Agreement shall be the price shown in the February 24, 2020, issue, which is 106 – 108 cents per pound. The price shall be determined yearly starting 12 months after the commencement date and each succeeding year of the Agreement. A copy of the February 24, 2020 issue below for reference purposes only.

For the purposes of this Agreement the resin price shall be the average of the high-low price per pound for CPET (Volume Category 1) as stated in Plastics News, published currently by Crain Communications, under the heading "Plastics News Resin Pricing Chart". The initial price for purposes of this Agreement shall be the price shown in the February 24, 2020 issue, which is 89 - 91 cents per pound. The price shall be determined yearly starting 12 months after the commencement date and each succeeding year of the Agreement. A copy of the February 24, 2020 issue is below for reference purposes only.

There will be no modification of prices in Exhibit B unless the price of resin is a minimum of ten (10%) percent higher or lower than the amount set forth above. In the event of an increase, the pricing on Exhibit B will increase in an amount equal to seventy-five (75%) percent of the total resin increase. In the event of a decrease, the pricing on Exhibit B will decrease in an amount equal to seventy-five (75%) percent of the total resin decrease., e.g., resin price decreases 10%, then 75% of said decrease is 7.5% and the Exhibit B pricing will decrease by 7.5% and the opposite would hold true for an increase.

All pricing will be effective seven (7) days after written notice from FORM. All notices of changes will include a copy of the appropriate page of the Plastics News setting forth the pricing. There will not be more than one change in pricing per twelve (12) month period. In the event Plastics News is no longer published, FORM shall select a comparable published pricing schedule.

COPY OF *PLASTICS NEWS* "RESIN PRICING CHART" PER EXHIBIT C



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1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Form Plastics Company

_____
Company Name

_____
Date

_____
Dr. René Gutiérrez
Superintendent

_____
Minerva M. Peña
Board President

_____
Dr. Prisci Roca Tipton
Board Secretary

_____
Date

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