Brownsville Independent School District

Board of Trustees

Regular Board Meeting
October 6, 2020
5:30 PM

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

A G E N D A

I. Meeting Called to Order.
II. Moment of Silence.
III. Pledge of Allegiance.
IV. Roll Call:
V. Recommend approving the **agenda** of the **Regular Board Meeting of Tuesday, October 6, 2020** with any corrections/deletions.
VI. Recommend approval of **minutes** with any **corrections.**

A. Emergency Called Board Meeting held Wednesday, March 18, 2020 9
B. Regular Board Meeting held Tuesday, April 7, 2020 41
C. Emergency Called Board Meeting held Friday, April 17, 2020 99
D. Regular Board Meeting held Tuesday, May 5, 2020 147
E. Special Called Board Meeting held Thursday, May 14, 2020 210
F. Special Called Board Meeting held Tuesday, May 26, 2020 218
G. Hearing 001/19-20 held Tuesday, May 26, 2020 221

VII. **Superintendent's Report: * SB1566**

A. **Conference Presentations:**

1. Recognition of Life Saving Award - Brownsville ISD Police Officers. 223
2. Recognition of Alejandro Alex Mancias, Veterans ECHS Senior National Karate Champion 224
3. Recognition of Omar Juarez, Hanna ECHS graduate Undefeated Super Lightweight Champion and Local Humanitarian. 226
4. Recognition of 2020 All Valley Sports Awards. 231
5. Recognition of the 2019-2020 Campus Instructional Aides of the Year. 232
6. Recognition of the 2019-2020 District Classified Staff of the Year. 233
7. Recognition of the Brownsville Independent School District Human Resources 234

Department for Education Resources Day on October 14, 2020.

8. Brownsville Independent School District Financial Report for the period ended August 31, 2020. 236

VIII. **COVID-19**

A. **Conference Presentation Item(s):**

1. Superintendent's report concerning status of District response to COVID-19 Issues: 274
   Curriculum & Instruction Update
   Business & Operations Update

B. Action Item:

1. Recommend approval to authorize the Superintendent to submit to TEA a Board Approved second waiver request to extend Distance Learning from October 21, 2020 to November 20, 2020. 316

IX. **PUBLIC COMMENT:**

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

(All presentations limited to five (5) minutes)

XI. **Board Member Request(s)**

A. **Action Item(s)**

1. Discussion, consideration and possible action regarding; Transportation Employees Department Seniority ranking list (Overtime, Summer and Extra-curricular activities) for all Transportation Employees. (Board Agenda Request Minerva Pena/Board Support Dr. Prisci Roca Tipton and Dr. Sylvia P. Atkinson) 322

XII. **Consent Agenda:**

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

1. Recommend approval of Resolution #022/20-21 for the 2020-2021 Tax Levy in the amount of $73,331,821.35 based on the adopted tax rate of $1.175872 per $100 property valuation. 327

2. Discussion, consideration, and possible action regarding the required reimbursable payment of $500 per additional designated teachers for 2019-2020 along with the required data submission for Cohort A. * 331

3. Recommend approval to declare obsolete out-of-adoption textbooks to be disposed in accordance with Board Policy CMD (Legal) Instructional Materials Care and Accounting. 337

4. Recommend approval to participate in the Optional Flexible School Day Program (OFSDP) for the 2020-2021 school year based on the district's needs and funding. * 350

5. Recommend approval to authorize Administration to accept the E 3 Entegral Solutions Design-Build HVAC Phase III CWP Energy Efficiency and Conservation Contract project as substantially completed at the following campuses: Lopez ECHS, & Stillman Middle School. 379

6. Discussion, consideration and possible action to reschedule the Board Meeting of Wednesday, November 4, 2020 to Monday, November 2, 2020 due to 2020 General Election. 385

7. Recommend approval to adopt TASB Policy Review Sections A and B. (Second Reading) 386

8. Recommend approval to authorize Administration to accept the Design-Build HVAC Phase II Energy Efficiency and Conservation Contract project as substantially completed at the following campuses: Lopez ECHS, Benavides E.S., and, Brownsville Learning Academy (BLA). 432

9. Recommend approval to authorize the Administration to accept the Cummings CTE - CV4 MEP Upgrades project as substantially complete. 438

10. Recommend approval to authorize the Administration to accept the Energy Conservation Design-Build – HVAC & Associated Controls Phase II project as substantially complete for Porter ECHS, Besteiro MS, Garcia MS, Lucio MS, Paredes ES, and Southmost ES. 442

11. Recommend approval to authorize the Administration to accept the Energy Conservation Design-Build – LED Lighting Retrofit Phase I project as substantially complete for Porter ECHS, Besteiro MS, Garcia MS, Lucio MS, Aiken ES, Paredes ES, Southmost ES, and Aquatic Center. 467

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

1. Recommend approval for payment in the amount of $3,547.50 to O'Hanlon, Demerath & Castillo for legal services. 471

2. Recommend approval of Payment #2 for a total of $21,135.79 as partial payment to ROFA Architects, for Architectural Services work completed on the Sam's Stadium Renovation Improvements project to be paid from Tax Rate Increase Fund 188. 474

3. Recommend approval of Payment #3 for $32,250.00 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. 479

4. Recommend approval of Payment #12 for $315,749.03 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. 485

5. Recommend approval of Payment #1 for $108,775.00 as partial payment to Scoggins Construction Co., Inc. for Construction Services work completed on the Canopy Improvement Project to be paid from Maintenance Tax Note 189. 500

6. Recommend approval of Payment #1 for $18,919.75 as partial payment to Gonzalez Engineering & Surveying, Inc. for Engineering Services work completed on the Lopez ECHS Bus-Drive & Staff Parking Lot Improvements project to be paid from Maintenance Tax Note Fund 189. 506

7. Recommend approval of Payment #1 and #2 for $136,169.30 as partial payment to Raba Kistner Consultants, Inc. for Architectural Services work completed on the Lopez ECHS Roof Replacement project to be paid from Maintenance Tax Note Fund 189. 509

8. Recommend approval of Payment #2 for $380,760.00 as partial payment to Rio Roofing, Inc. for Construction Services work completed on the Lopez ECHS Roof Replacement Phase I project to be paid from Maintenance Tax Note Fund 189. 513

9. Recommend approval of Payment #4 for $11,818.89 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. 518
10. Recommend approval of Payment #4 for a total of $9,083.83 as partial payment Green, Rubiano & Associates for Structural Engineering Services work completed on the District Wide (6) Canopy Repair & Replacement Project to be paid from Maintenance Tax Note Fund 189. 522
11. Recommend approval of Payment #6 for $161,676.13 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. 525
12. Recommend approval of Payment #6 for $190,516.80 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. 539
13. Recommend approval of Payment #6 for $6,824.80 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. 546
14. Recommend approval of Payment #8 for a total of $1,200.00, as partial payment Green, Rubiano & Associates for Structural Engineering Services work completed on the BISD Food Nutrition Services Building Roof Repair Project to be paid from Maintenance Tax Note Fund 189. 551
15. Recommend approval of Payment #8 for $137,442.68 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. 554
16. Recommend approval of Payment #8 for $146,927.48 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. 561
17. Recommend approval of Payment #11 for a total of $5,500.00 as final payment to PBK Architects for Architectural Services work completed on the Southmost Elementary School Roof Replacement project to be paid from Maintenance Tax Note Fund 189. 569
18. Recommend approval of Payment #11 for $12,396.00 as partial payment to Schneider Electric for Construction Services work completed on the Design-Build HVAC/Controls Replacement, Phase II to be paid from Maintenance Tax Note Fund 189. 572
19. Recommend approval of Payment #13 for $16,245.00, as partial payment to E3 Entegral Solutions, Inc. for Construction Services work completed on the Design Build-HVAC (CHW)-Phase III project to be paid from Maintenance Tax Note Fund 189. 577
20. Recommend approval of Payment #14 for $16,245.00, as partial payment to E3 583

Entegral Solutions, Inc. for Construction Services work completed on the Design Build-HVAC (CHW)-Phase III project to be paid from Maintenance Tax Note Fund 189.

21. Recommend approval of Payment #15 for $239,382.10, as a Final payment to E3 Entegral Solutions, Inc. for Construction Services work completed on the Design Build-HVAC (CHW)-Phase III project to be paid from Maintenance Tax Note Fund 189. 589

22. Recommend approval of Payment #16 for $75,655.99 as partial payment to Ethos Engineering, Inc. for Construction Services work completed on the Hanna ECHS-HVAC & Lighting Upgrades Project to be paid from Maintenance Tax Note Fund 189. 595

23. Recommend approval of Payment #17 for $673.92 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. 598

24. Recommend approval of Payment #17 for $6,601.86 a Final payment to Ethos Engineering, Inc. for Construction Services work completed on the Hanna ECHS-HVAC & Lighting Upgrades Project to be paid from Maintenance Tax Note Fund 189. 602

25. Recommend approval of Payment #17 for $298,795.10, as Final payment to E3 Entegral Solutions, Inc. for Construction Services work completed on the Design Build–HVAC (DX) Replacement Phase II project to be paid from Maintenance Tax Note Fund 189. 605

26. Recommend approval of Payments #18 for a total of $2,154.16 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. 612

27. Recommend approval of Payment #1 for $55,972.95 as partial payment to G & T Paving, LLC for construction services work completed on the Maintenance Department Receiving Area projects to be paid from Local Maintenance Fund 197. 616

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

1. Recommend approval of Budget Amendment #016 in the amount of $51,212,260.00 for Fund 511 – Debt Services. (Additional Funding) 620

2. Recommend approval of Budget Amendment #017 in the amount of $778,097.00 for Local Funds. (Reallocation as requested by campuses and departments) 624

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

1. Recommend approval to contract (Amendment #1) with Cameron County Elections Office and to pay 60% deposit for estimated costs of election services for a joint Election to be held on Tuesday, November 3, 2020 and to authorize the Superintendent to sign the contract. Estimated at $125,620.00. 626

2. Recommend approval to enter into a Memorandum of Understanding with the Education Service Center Region 06 in Collaboration with Education Service Center Region 01 and the Brownsville Independent School District. The purpose is to implement the Texas Lesson Study Program to participants at R. E. Del Castillo. The 638

contracting period is from September 21, 2020 to August 31, 2021. There is no cost to the district. *

3. Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and Behavioral Health Solutions of South Texas Youth Prevention Program for implementation of their educational programs for reducing alcohol, substance use and abuse among youth during the BISD 2020-2021 school year. No cost to the District. * 645

4. Recommend approval to enter into a Memorandum of Understanding between Brownsville ISD and Buckner Children & Family Services, Inc. – FAYS Program to provide youth and family crisis intervention services for the 2020-2021 school year. No cost to the District. * 667

5. Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and Heartfelt Minds Counseling & Consulting to provide practicum/internship sites for licensed professional counselor interns on BISD school campuses to provide counseling services to BISD students for the 2020-2021 school year. No cost to the District. * 690

6. Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and the licensed professional counselor (B.M) to provide an internship site on a BISD school campus for the 2020-2021 school year. No cost to the District. * 718

7. Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and the licensed professional Counselor interns (D.M.) and (A.T.) to provide an internship site on a BISD school campus for the 2020-2021 school year. No cost to the District. * 739

8. Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and the Licensed Professional Counselor Interns (MC, NL, MPA, and ARS) to provide an internship site on a BISD school campus for the 2020-2021 school year. No cost to the District. * 761

9. Recommend approval to enter into a Memorandum of Understanding between the Brownsville ISD and Mesquite Treatment Center, LLC to provide outpatient chemical dependence services, intervention and counseling to BISD Brownsville Academic Center students for the 2020-2021 school year. No cost to the District. * 804

10. Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and Serving Children and Adults in Need (SCAN) Inc. for the purpose of coordinating drug prevention counseling for students for the 2020-2021 school year. No cost to the District. * 829

11. Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and The Uniting Neighbors In Drug Abuse Defense (UNIDAD) Tobacco Prevention & Control (TPC) for the purpose of providing tobacco prevention activities and education for BISD students and families for the 2020-2021 school year. No cost to the District. * 846

12. Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and Tropical Texas Behavioral Health for 863

student mental health services for the 2020-2021 school year. No cost to the District. *

13. Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and the University of Texas Rio Grande Valley AmeriCorps for the purpose of providing AmeriCorps mentors at the six comprehensive ECHS to assist students/parents with college planning and enrollment services to any college and university for the 2020-2021 school year. No cost to the District. * 878

14. Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and Early Childhood Intervention (ECI) Program under the coordination of Region I ESC to provide services for qualifying infants, toddlers, and their families for the 2020-2021 school year. No cost to the District. * 892

15. Recommend approval to enter into an Agreement with Cameron County Community Service Centers and School Districts to provide Adult Basic Education/Adult Secondary Education, High School Equivalency, English as Second Language and certification for in demand occupations classes for the 2020-2021 school year at no cost to the District. * 904

16. Recommend approval to enter into a Memorandum of Understanding between Brownsville Independent School District and Positive Community Impact (PCI) Coalition for implementation of underage drinking and anti-drug education programs expressly for reducing prescription drug abuse among youth and adults during the BISD 2020-2021 school year. No cost to the District. * 914

17. Recommend approval to enter into Memorandum of Understanding between PSJA ISD and the Brownsville Independent School District to provide professional products and services to BISD in the area of informational systems. A total estimated fiscal implication not to exceed $121,517 for Nov. 1, 2020 to Aug. 31, 2021 school year is anticipated. * 925

18. Recommend approval to accept the General Contractor Construction contract amendment for the Hanna ECHS - HVAC Upgrades from Gerlach Builders LLC dba WilCon, McAllen Texas, in the amount not to exceed $ 5,725,891.82 to be paid from Maintenance Tax Note Fund 189. 930

19. Recommend approval to accept the engineering contract amendment for the Rivera ECHS – HVAC & LED Lighting Upgrades from Sigma HN Engineers, PLLC of McAllen, Texas in the amount not to exceed $226,524.00. Funding to be paid from Maintenance Tax Note Fund 189. 934

20. Recommend approval to enter the Memorandum of Understanding with St. Paul's Episcopal Church and KIDS HOPE USA to mentor students at Perez Elementary for the 2020-2021 school year. No cost to the district. * 942

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

1. Recommend approving Bid #21-120 SAMS Memorial Stadium Improvements Project Abatement and Demolition of Obsolete Buildings from J R Ramon & Sons Inc., San Antonio, Texas, in the amount not to exceed $372,175.00 to be paid from Maintenance Tax Note Fund 189.

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

A. **Level III Grievance(s)**

1. Discussion, consideration and possible action regarding Level III Grievance No. 001/20-21 on Leticia Rodriguez-Bohn.

B. **PERSONNEL MATTER(S):**

1. Presentation, acceptance and approval of Resignations. (6)
2. Recommend approval of probationary contractual personnel for the 2020-2021 school year–Counselor. Subject to receipt of all outstanding documentation. (2)
3. Recommend approval of probationary contractual personnel for the 2020-2021 school year–Program Specialist. Subject to receipt of all outstanding documentation. (1)
4. Recommend approval of non-chapter 21 contractual personnel for the 2020-2021 school year–Coordinator for Career & Technical Education. Subject to receipt of all outstanding documentation. (1)
5. Discussion, consideration, and action regarding settlement of District employee K.G.
6. Recommend approval to compensate classified employee (E.F.) for the percentage increase earned but not paid in the following fiscal school years: 2017-2018, 2018-2019 and 2019-2020.
7. Recommend approval to compensate professional employee (D.R.D.L.R.) for thirteen (13) years of experience earned but not paid in the 2018-2019 fiscal school year.
8. Board Self-Evaluation.
    a. Recommend approval of Superintendents Performance goals for the 2020-2021 school year.
9. Personnel Update with Superintendent (Dr. René Gutiérrez).
10. Legal Update with Board Counsel (Baltazar Salazar).

C. **ATTORNEY CONSULTATION**

1. **Staff Attorney**
    a. Discussion, consideration, and possible action regarding Guile R. Vela vs. Brownsville Independent School District.
2. **Board Attorney**

D. **INTERNAL AUDITOR CONSULTATION**

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

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

XV. **Announcement(s):**

A. **Next scheduled Board Meeting** of the Board of Trustees is on Wednesday, November 4, 2020.
Note: If agenda item XII A 6 is approved next scheduled Board Meeting will be held Monday, November 2, 2020

XVI. **Adjournment.**

STATE OF TEXAS **(Minutes conducted via electronic voting)**

COUNTY OF CAMERON

BE IT REMEMBERED, that on the **18th day of March 2020**, the Board of Trustees of the Brownsville Independent School District met in an **Emergency Called Board Meeting** at the Buchanan Performing Arts Center, 2617 E. Price Road, Brownsville, Texas, for the purpose of transacting any and all business that came before the Board and with the following to wit:

PRESENT:

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

ABSENT:

Dr. Sylvia P. Atkinson	Member

ALSO PRESENT:

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

ALSO ABSENT:
None

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

I. Meeting called to order by Ms. Minerva Pena, Board President at 12:30 p.m.

II. Moment of Silence led by Ms. Minerva Pena, Board President.

III. Pledge of Allegiance led by Ms. Drue Brown, Board Member.

IV. Roll Call. Ms. Minerva Pena, Board President announced that all Trustees are present.

V. Recommend approving the agenda of the Emergency Called Board Meeting of Wednesday, March 18, 2020 with any corrections/deletions.

Motion made by Philip Cowen, seconded by Eddie Garcia, and unanimously carried to recommend approving the agenda of the Emergency Called Board Meeting of Wednesday, March 18, 2020 with no corrections as stated by administration. (6-0)

VI. Certification of Public Notice:

An Emergency or urgent public necessity exists that requires immediate action of the Board of Trustees or an imminent threat to public health and safety or a reasonably unforeseeable situation exists as follows: On March 13, 2020 Governor Greg Abbott declared a State Disaster for Texas Counties due to the COVID-19 pandemic. The purpose of this meeting is to discuss and take appropriate action in response to the emerging health emergency.

VII. Conference Presentation Item(s):

A. Superintendent's report concerning status of District response to COVID-19 Issues.

Ms. Minerva Pena, Board President stated, Dr. Gutierrez, would you please. **Dr. Rene Gutierrez, Superintendent of Schools stated, yes, good afternoon everyone, first of all I want to thank everyone for being here, we have been working a lot this Spring Break, but even before that, we as a district have been addressing the concerns due to the Corona Virus. This presentation that we are going to start off with, we are going to review the 3 phases that we have been to as a district, that we have gone through phase 1 and taken some actions on that. We have also gone through phase 2, we have done some actions in regards to the virus and now, today brings us to phase 3 of this plan that we have been implementing for the last couple of weeks. I want to assure the audience and everyone watching that as a district we are very concerned that we have been very proactive to make sure that the health and wellbeing of our students, our staff is a priority. I want to thank the Board for their support throughout this process. We are here on an emergency, we called this meeting yesterday and we have made out some items that we need to talk to the Board as we move forward. But before we do that, I wanted to go over the, what we have done in the past, for the last couple of weeks so that the audience that will be watching this, parents, students, community members, that they can see that our district has been very proactive, we have taken some measures to keep everyone safe. We are going to continue doing that and we are presenting some other new plans that we want to implement, it's just for the safety and well-being of everyone as this virus continues, it's a national, world problem and we are going to do our part to ensure the safety and well-being of our students and our staff. So I am going to call on Ms. Rubio to give us the things that we have done, the last 3, the phase 1, phase 2 and now going into phase 3, what we have been doing as a district to address the issues that are going on with the Corona virus, so Ms. Rubio, would you please come up and go over the 3 phases. Ms. Alma Cardenas Rubio, Area Assistant Superintendent stated, good afternoon, my name is Alma Cardenas Rubio, I am one of the Assistant Superintendents that support the Cabinet as well as support the Superintendent and the Board in any areas. But this is a time when we all wear different hats, this is a time when we all pitch in and this is a time when our trust in BISD is at the fore front. So we are going to show you several things, first and foremost, there are several departments that contributed to the preparation that I am, we going to highlight the ones that we know that the public would really want to know from the inside and outside, exactly what is BISD doing to keep their employees and their students safe. First and foremost, I want to thank your Deputy, Dr. Cantu and especially the staff members that**

came and contributed to this presentation. If you look at stage one, there are definitely 3 stages, we are going to be talking about Health Services, Purchasing Department, Maintenance and Operation, Transportation and Curriculum and Instruction. There are 3 stages that Dr. Gutierrez just referred to, if you go to the next slide, you are going to see stage 1. On stage 1, it's when standard operation procedures was intensified, sanitize protocols need to be in place, all students and staff report to school. We wanted to show you some of the dissemination of information that went out to the public. First off, starting with our superintendent, Dr. Rene Gutierrez, who sent out a memo, an email, and distribution to the entire district as well to our parents. If you look at the far right hand, on March 2nd, March 12th, you will see dates, but what I wanted to highlight is that this information is on line, if you look at the Corona's update, on the left hand side, you will see the timeline, you will see every single document that was distributed to teachers, to students, to parents, community, available at any time and they are going to be listed at the left hand side. Dr. Gutierrez who is here, Mr. Gutierrez who is here, our Public Information Interim is really working in making sure that all documentations are centralized. If you look at the next thing, you are going to see several departments and all these departments have come together to make sure that this information is available. First and foremost, you have the Public Information, a Covid 19 public update link was established at the top of the district website. One of the information columns on the website was converted to a Corona virus link, both of these connect to a special website. So at this time, I am going to have Dr., Mr. Gutierrez to please go into the website and what he is going to be doing is showing you exactly where you are going to find all of these videos. But first, what's important is that each of these departments, the Maintenance and Operation, the Health Department and the Transportation Department have all linked their videos into this particular area. You will see videos on how to clean up the buses, how we are cleaning up the campuses, you will see videos on the equipment that we purchased, you will also see all the media request releases that have been disseminated. From Maintenance and Operation, you will see that we have increased funding in all the areas, we have conducted various trainings, we've provided several materials, especially at the campus level, training all the Head Custodians all the custodial staff is, how to go to every campus, how to go to every classroom, every department, teaching our principals how to remove any items that can contain this virus at any time. We provide on line training as well as face to face training and we also have the how to use the machine for those individuals that are more of a visual learner than a face to face. You will see the Health Department as well, all the RN's, LVN's, the health aides also supporting our, Mrs. Pones is here, our Head Nurse for the district has also made sure, the doctors with a lot of expertise have come to present to the principals as well as present to campuses. You will see parent letters as well, the letters that are recommended to our parents in the event that their children have a flu like symptom. You will also see that kids were sent home and any kid that traveled outside the valley, you are going to see that we took a proactive approach to meeting with those kids, visiting those kids in the nurse's office as well as cleaning the entire campus. So you will see that those proactive approaches were in place, also, you will see that the nurses have been given additional support but as well as given several, several items to work with. As for the Transportation Department, they already have a (inaudible) of past, present and future as well, they've implemented a system to sanitize all the busses, order cleaning products, make sure that they collaborate with the Maintenance Department and

make sure we are not duplicating efforts. Make sure that we are maximizing our resources as well as creating an action plan where over 140 employees are ready to deliver food and devices for our students. And the department you will be hearing shortly is the Curriculum and Instruction Department. That's a whole entire team making sure that the learning takes place, that is the heart of the district and that is the direction that we are focusing on to make sure that we keep everyone safe as well. If we look at the videos, are we ready Mr. Gutierrez? Mr. Alfonso Gutierrez, Interim Administrator for Public Information Department stated, our LMS personnel, good afternoon every one, will be accessing the BISD website and as was pointed out, at the very top of the website, we have Corona Virus, Covid 19 updates. For more information, you click on the red, if you come down, you will see, I'm sorry, if we can go back to the main website Raul, I would appreciate it, the main, the home website. If you go up to the very top, on the home website you will see that notice at the very top and then the red lettering would be a live link. Now, if you will scroll down Raul, if you will scroll down on our web page, okay, both of those links will bring you to this web page and ladies and gentlemen, this is our center for dissemination. If you will notice, on the left hand side we have a complete menu and we also have chronological items, on the left hand side, you will see that we have a direct link to the CDC, Center for Disease Control and Prevention. So any of our constituents, any of our community, stakeholders could go there for direct information coming from the national level. We share facts about the Covid 19 and then you have Covid 19 videos coming from the CDC, all this on the left. If you scroll further down on the left, it breaks it down even further into sub categories of individuals out on the community and this comes from the Texas Health and Services Department. Now coming down on the right hand side, you will notice that the collaboration of obviously, KBSD personnel, a number of videos were created to highlight to the community, some best practices, the basics, but in that individual video regarding best practices, we also highlighted the fact that BISD is sending out the campuses and facilities the automated hand sanitizer dispenser which is a very critical part of what we are doing. I think that has been over looked, but that video will highlight the use of the automated hand sanitizer dispensers. If you move back a little bit lower, we have an excellent video with an excellent over view that was provided by, I believe, a County official and that was a special edition that was produced by KBSD which is a basis that covers a wide spectrum of issues related to the Corona virus. As you move back further up, a more recent video shows the sprayer being used to disinfect classrooms and the busses. And all of this is in chronological order as we go receiving updates we go and we post them so that the community has those available to them. Now, this is in addition to all social media posts, which often carry very similar if not identical items and the videos as well. (Video Presented on Clorox Sprayer) Upon conclusion, Mr. Gutierrez continued as follows. Ms. Cardenas Rubio stated, so now we are at stage 2, we have surpassed that stage, parent choice school attendance plan, all staff report to work, parents have the choice to send children to school or keep them at home without penalty. We are in stage 3, all teachers and students stay at home, other employees report to work. Brownsville Independent School District is on Stage 3 until March 27, 2020. Tentative reporting date will be March 30th, 2020. All departments collaborating efforts to continue learning during the Covid. This is the proposed time, this is where we are at but we have a pre-plan, current plan and we continue collaborating on a daily basis to make sure that all departments unify in one thing and that is to protect our community, protect our students and continue the

learning process, thank you. Dr. Gutierrez stated, thank you Ms. Rubio and again, as you can see, the things that we have been doing for the last several weeks and we are now beyond the stage 2 and we are now in the phase of implementing stage 3 and the purpose of this emergency meeting is to discuss now stage 3 which we are talking about suspending classes for next week, after spring break, extending it one more week and discussing the plan of action we are going to have as we are looking at next week being as not having any classes and then looking at how we are going to handle the instructional component as well as the rest of the staff during that week. We will be evaluating on a week by week basis if we need to expand that but I also want the Board to consider a discussion on this timeline that we have, whether one week or two weeks like other districts are doing I'd like to hear your input and your comments on that, see what you think and open it up for discussion. Ms. Pena stated, okay, thank you, if I may, I think that's a good idea and only because we have children that parents have to make arrangements for and you got to do them, ahead of time. Would it be a possibility, I don't know how any of my colleagues feel, of going ahead and doing a two week, maybe, till, you know, April 6th and give them that two weeks after our spring break and say it now so people can make preparations and they will be ahead of the game and this way we have kind of 14-day quarantine to keep everyone home to make sure no one got sick you know and accidentally run into someone who had it. Because remember, there are people who are carriers but they don't have the symptoms and they can pass it and they don't know that. So I think at this time, I don't know how my colleagues feel, it would be proactive of us to go ahead and maybe add that additional week and then return April 6th, I don't know how my colleagues feel, Mr. Garcia? Mr. Eddie Garcia, Board Member stated, I'm in agreement on that, that two-week period gives us an opportunity to evaluate what's going on being that this is changing on a day to day and that way we are not in a hurry and we are able to do this evaluation. Ms. Pena stated, thank you, Mr. Cowen. Mr. Philip Cowen, Board Member stated, yeah, I'm in agreement with that. What I would like to see and that would be critical points where it gives the administration the authority to continue whatever they need to continue if the situation doesn't improve, I know that this virus, right now you see it that in the United States its growing exponentially, I mean, we had a thousand cases like last Friday and now we have 8, 9, 10 thousand cases and we don't have any cases in the Valley yet but once we get one it will be 1, then 2 then 4 then 8 and 64 and just go on down the line and so there's an incubation period of at least a couple of weeks, I think that somebody could be infected by it, but people getting it, let's say this week and they maybe go through 2 weeks, during that period of time they could spread it to someone else and then people that get exposed to them next week it could spread in to four weeks. Two weeks is something that you know, is a good thing to have, go ahead and do it but I do think you need to have the flexibility to say okay, we are going to extend this. If you do have teachers come back, come in, for whatever reason, I mean, we need to make sure that they are safe, we don't want to put them in the position, you know, they have the same problem as you know, the other parents in the community, went into a virtual classroom and some of the ways we are going to do that. We are probably in better shape than any district south of Austin you know, I mean, we really are and I really take my hat off to you and Dr. Cantu and Dr. Gutierrez and all your other staff, I don't, everybody is involved, I know Dora is working on it, other people, but it's just incredible what you have gotten done. So, you know, Dr. I commend you for getting us to this point and you know, I want us to give him the flexibility that he needs to make those decisions. Ms. Pena stated, yes sir, thank you, Ms. Drue. Ms. Drue Brown, Board Member stated, what my thoughts are is that this is a national issue and its bothered me all along

that we have all looked at our state and national leaders for guidance and there hasn't been a lot, it's all been left to local leaders to make the decisions and with over 1,000 school districts in the state of Texas, there are like a thousand different solutions going around right now so it's all piece mill and that concerns me. What I've liked, the approach that Dr. Gutierrez has used so far, is that he has stayed very much in synch with the region, he's stayed in synch with what's going in with Hidalgo County, he's stayed in synch with what's going on in Cameron County which is different than what's been occurring in some of the big cities. You will have a major school district decide to cancel classes for the rest of the school year and you will have another district right next door that just decided to take a week by week approach. So what I would like to hear is what our neighbors are doing and what the recommendations are from the region and now that is being pursued. **Dr. Gutierrez stated, thank you Ms. Brown, basically what we have found out is that in Hidalgo County, most of the districts that I know of are going an additional two weeks until April the 3rd which is on a Friday, so they are going two weeks. In Cameron County, as I have been discussing with other superintendents in Cameron County, we had talked about the one week, extending it one week and then evaluating on a week by week basis. So the decision that the and the recommendation that we originally have is going one week and then evaluating, evaluating week by week basis, was based on a discussion with other superintendents in Cameron County, however, we already have most districts in the upper valley extending it two weeks and that's why I wanted to open this discussion. Because most districts upper valley and probably the state, are going through a two-week extension after spring break rather than one week and then evaluating on a week by week basis so.** Ms. Pena asked, would your recommendation, sir, be for us to go ahead and go the two weeks at this point in time to be, to err on the side of safety, do you recommend that we go the extra week? **Dr. Gutierrez replied, to err on the side of safety and abundance of caution, and because we know very little about this virus and we are learning as, everybody is learning on a daily basis and its intensifying and continues to intensify, it hasn't slowed down for us in the United States and there's already been one confirmed case in South Texas, I would be supportive of going a two-week extension after spring break, simply because of what we have, a confirmed case now in South Texas. And also, that this thing is intensifying, this virus, on a daily basis and my understanding, with all the discussions we've had, with other educators, with Center of Disease Control and Health Departments is that the worse is yet to come and that's what we are getting. That's the information, that we currently have and we haven't peaked at the worst moment yet.** Ms. Brown stated, I can, I can support if we go to April 3rd the only thing is, we need to be aware that as the largest school district in the valley, if we make this decision, we are gonna impact all the other districts too so I don't want to enter into any of this lightly, because I mean, we have all been impacted by a couple of charter schools in our area that decided right away to go out for a longer period of time. So, a lot of times, we make these decisions, and I'm okay if it's a well thought out decision and we stick with it, but we need to be aware that we are also impacting everyone else. The other thing I have a question about is, in your power point, you said that students are going to stay home but you are saying that, and I wrote it down, all the employees are going to report to work. I need a lot of clarification on that. **Dr. Gutierrez stated, that's coming on the other items that we have here.** Ms. Brown stated, okay. **Dr. Gutierrez stated, yes maam.** Ms. Brown stated, okay, okay. Ms. Pena stated, he went stage 1 and then stage 3, I mean stage 2 he had. Ms. Brown interjected, so that's still being discussed. **Dr. Gutierrez stated, yes, yes maam.** Ms. Brown stated, okay, okay. **Dr. Gutierrez stated, that's**

coming up in the presentation that Dr. Trevino and the C&I Department is going to talk about. Ms. Brown stated, okay, okay. **Dr. Gutierrez stated, and so we will have that discussion cause there is a lot of questions out there, we want to be able to, through this meeting, answer as many questions as possible to everyone out there so that we clarification and a clear direction where we are going for the next week or two if the Board allows us to go an additional two weeks.** Ms. Pena stated, so, but you did put up there, just for clarification, cause the last thing I like is a meeting that confuses people, that is just the worse thing to do. But you put stage 2, that teachers were going to come in, but then you said, we are in stage 3, where you are going to have the students and the teachers stay home so you are working on stage 3 at this point, am I correct, is that what I understood because that's what I saw? **Dr. Gutierrez stated, the purpose of this emergency meeting is to discuss now stage 3 that we are moving into and that's what the other items that we have on our agenda is to outline our plan of action for stage 3 which is now suspending classes and as well as how we are going to handle the employees in stage 3.** Ms. Pena stated, and to keep them at home if that is the recommendation and the safe, we are going to do what we are going to do to take care of everyone. **Dr. Gutierrez stated, correct, correct, and that's in our plan.** Ms. Brown asked, so your recommendation then is to stay out for two more weeks with our students until August 3rd, is that? **Dr. Gutierrez interjected, April.** Ms. Brown echoed, April, April 3rd, I'm sorry, okay, April 3rd. **Dr. Gutierrez stated, yes.** Ms. Brown stated, okay. Ms. Pena stated, thank you, Ms. Prisci. Dr. Prisci Roca Tipton, Board Member stated, first of all, thank you all for being here today and I want to thank all the community and parents and teachers and even students for, for their patience. I definitely support the superintendent and also Ms. Pena and Ms. Brown and all my other colleagues that we support the two-week extension and evaluate on a week by week basis, my question is also and I know its gonna come further, based on what Dr. Gutierrez said, it's based on, I know that we are now on stage 3 and I would like more clarification where on the power point it stated that other employees are to report to work so I hope to get that clarification. And my other, another recommendation that I have for the district and for Dr. Gutierrez is that we maintain a systemic process district wide to communicate with our constituents, with our parents and our students, in English and Spanish using other methods besides the web page. So for example, our school messenger or KBSD our website and any other social media platforms, thank you. Ms. Pena stated, yes maam, Ms. Laura. Ms. Laura Perez-Reyes, Board Member stated, hello everyone, I also want to thank everybody for your patience, definitely thank all the employees, I know that this has all happened so, its unfolded so fast so rapidly and I know that everybody, absolutely everybody at the district has worked so hard, you know, this ruined all of our spring break vacation and I just want to thank everybody for the effort, for the time that everyone's had put into this. I know that a lot of us were looking forward to spring break to go out with our families, to be able to spend that quality time, a lot of us, you know, our trips were cut short. For that reason, I know a lot of you have been working very hard at the district to ensure that students continue to learn and working to provide, continue to provide a safe environment so if we haven't had an opportunity to thank you for that, you know, I hope that nobody feel unappreciated, we are grateful, we see what you are doing, we appreciate it. We are very grateful, I want to thank Dr. Gutierrez for, I know these are challenging times, none of us were prepared to deal with something like this but him and his team have done an incredible job by moving this forward, by communicating with all the different parties, from public health officials, county, city, absolutely everybody and our neighboring districts. As Ms. Drue mentioned, you know, we are the largest district south of San

Antonio so a lot of other districts look to us you know, not in a position to follow, you know, we lead. And so I want to thank Dr. Gutierrez for that leadership. I also have some concerns you know, I think that a lot of our students, I hate to say, I feel are more safe sometimes in our schools, you know, because we are able to provide meals, we are able to clean the campuses, really disinfect. So along those lines, I also worry that some parents are not going to be able to take two weeks off from work to be able to watch their little children so that's a concern and extending this break is going to impact that so I am conscientious of those families as well. But in the best interest of the district, of the students, of keeping everybody safe, you know, we are all having to make adjustments, it's an inconvenience to everyone. There is no easy decision, you know, if we extend, it will impact families negatively because some families still have to go show up for work the next day so we hurt those families but at the same time we have to look at the big picture and what it is that we can do to ensure the safety of absolutely every student so they are difficult decisions but, and we are cognizant so I do want everybody to know we are cognizant, we are mindful and we are really doing the best that we can here. And I do have some questions, I know that you are going to be presenting on this Dr. Gutierrez, for students, for us to be able to continue to provide meals, all certified and classified employees are going to be paid and all those other, those are my questions. I just want to make sure that every employee knows that we are taking care of the, you know, so, is it an inconvenience, absolutely, but we are thinking about everyone and that's it, thank you. Ms. Pena stated, thank you Laura, Dr. Gutierrez. **Dr. Gutierrez stated, yes, as we move on the agenda, I know that there's several questions that the Board will have and that's why we have all our directors and administration here and we anticipate lots of questions and we welcome as many questions as possible because we want to make sure that the message is clear to everyone how we are going to proceed. We will attempt to answer all of your questions as much as possible, it was mentioned earlier, we are all going through some, a new era that we have never seen before and this is something new for everyone and like Ms. Brown says, everyone had a different approach and different ways of doing things and we are going to try do it the best we can in the best interest of BISD, the students and the staff. And we welcome also any ideas, this is an open discussion that we would like to see what other things we can do and the Board can, you know, have those discussions so that we can make this time that we are going through these difficult times as smooth as possible for everyone so that we can overcome this crisis and get back to normal. Everyone's life has been interrupted, everyone's life, at home, the businesses, the community, the school districts, universities, everyone has had a disruption and we are just coping with it on a daily basis.** Ms. Pena stated, thank you sir, moving on to general function.

VIII. General Function Item(s):

A. Discussion and possible action concerning any budget amendment(s) necessary to manage the District's COVID-19 response.

Dr. Rene Gutierrez, Superintendent of Schools stated, yes, I'm going to ask in Dr. Cantu on this presentation, also, just to inform our community and everyone who is watching us as well as the Board, of all the expenditures that we have made as a district, also that we have committed the funds and also I want to thank the Board for allowing us to continue to purchase and be able to make those expenses that we need to make in regards to this crisis that we are going through. Sometimes we don't see the big picture because we are doing it

on a daily basis but I just want to give you a brief summary of what we have done and the expenses that we have made as a district to ensure that we are handling this crisis as best as we can but also to keep in mind what else can we do as far as equipment, supplies, materials, personnel and also as we move on and we feel that we are going to move on for two more weeks, we may have to do some more emergency purchase orders as a district and we may have to continue purchasing more and allowing our district to buy more equipment. And so we are going to request if the Board will allow me as a superintendent to have a budget on an emergency account so we can continue addressing this issue for any resources, materials that we may need to continue to keep our schools as disinfected and as clean as possible. But let me call on Dr. Cantu to go over the summary of what we've done so far with the approval of budgets that we have worked on and perhaps allowing me as a superintendent to have additional flexibility to continue addressing any supplies or materials that we need to keep our schools and our departments cleaner and safe, go ahead Dr. Cantu. Dr. Nereida Cantu, Deputy Superintendent for Business & Operations stated, thank you Dr. Gutierrez, good afternoon President Pena, Board Members, I was asked to give you a summary on the budget and where we are. So I'd like to present two items to you, the first one is an expense that has already taken place. We have spent approximately $26,000.00 to buy and stock our warehouse with hand sanitizer and antibacterial equipment and supplies for them. We also, as Ms. Rubio presented, one of the things that we have done is we took a very proactive approach, in January, our Maintenance Administrator, Mr. Lopez was able to secure the Clorox 360 Machine. I want to inform this Board that we are the only district that has that equipment so we are very proud of that. That proactive expenditure was approximately 1.2 million dollars, we are going to have at our high schools, two pieces of equipment at every campus, our middle schools and elementary campuses will have one and we will also have departments that will have this equipment. So I wanted just to give a shout out to Mr. Lopez for having the vision of ordering this equipment early. I also want to inform you that we have also taken some measures in addition to the expenditures that we have already incurred to prepare for anticipated expenditures and I am going to ask Ms. Mary to talk a little bit about those P.O.'s. Ms. Mary D. Garza, Administrator for Finance/Payroll Departments stated, good afternoon Board Members, any future P.O.'s that we are going to be doing in reference to the Covid 19, we are going to label them Corona as to keep track of all the expenditures so that we can submit them for reimbursement when the time comes and we have set aside for now, for cleaning materials, $75,000.00. The last time that we had a situation like this, which was back in 2009, during the H1N1, we spent about $60,000.00 in cleaning supplies so this year we went ahead and set aside, well for now, we have set aside $75,000.00 to cover that particular expense, if it comes out that we need more money, then will issue, continue issuing emergency P.O.'s. for that. Mr. Philip Cowen, Board Member interjected, Madame Chair. Ms. Pena stated, go ahead Mr. Cowen. Mr. Cowen continued, if I would ask Dr. Cantu, not that I want to put him on the spot, but Mr. Long stepped out for a second and came back in but he missed the very important thing that you said, that we had spent 1.2 million dollars on these machines and we had so many per campus, can you repeat that cause the public needs to know that okay, thank you. **Dr. Cantu stated, yes, the district took a very proactive approach in making sure that we purchased equipment in preparation to disinfect our schools, we have purchased the Clorox 360 equipment, it was a total cost of 1.2 million dollars and I will restate that we are the only school district as this time that has this equipment available. Every campus and department will have this piece of equipment available for our students, make sure that we keep them safe and protect them from any virus. Dr. Gutierrez stated, I do want to mention to the Board and to everyone that we have**

been also in contact with, through phone conferences, with the Texas Education Agency, the County, the City as much as possible but any additional expenses that we may incur as a school district in regards to this virus, Corona Virus, what we have been advised by TEA is to keep documentation of everything we are doing, we are purchasing and payable expenses of any kind for reimbursement purposes. So we are going to keep documentation of everything we are doing that is an additional cost because none of this was part of our budget nobody thought about this back in June when the Board approved the budget and so this is an expense that came as an emergency and we are having to move monies around but the good thing is that we will get reimbursed they just advise us to keep documentation of all the expenses we are incurring due to this crisis so that we can have the reimbursement of our monies back to the district so I just wanted to mention that too. Dr. Cantu stated, one last thing Board Members also is that the departments that we anticipate are going to have some unexpected purchases, we have already processed purchase orders and all they need to do is use the purchase order to order the equipment or resources, we are calling emergency P.O.'s, they are processed and ready to go as we speak. Dr. Gutierrez stated, I wanted to ask the Board a recommendation, if they would allow me as superintendent along with the administration to have up to 500 thousand dollars on these emergency P.O.'s to ensure that we can continue to purchase the necessary equipment or supplies that we need to continue dealing with this crisis and making sure that a P.O. is not holding us back on doing the things that we need to do immediately. Because everything right now is like we need to do it now, it cannot go through any red tape. Mr. Cowen interjected, Madame Chair, that would be in the next item that we vote on that. Ms. Pena stated, yes, that would be, and I'm sure you will get our full support on that sir, you know our lives are priceless, the money is, yes, just a minute Ms. Drue. Our lives are priceless and money is not an issue so we will do what we need to do to take care of BISD, Ms. Prisci. Dr. Prisci Roca Tipton, Board Member stated, yes, thank you very much for the information, my question is, does that emergency plan include a communication adds like in our local newspapers in English and Spanish? Again, I can't stress how important communication is at this time? **Dr. Cantu stated, we are currently using various forms of communication if we need to resort to that and it is something supported by our Superintendent and at the request of this Board, we can certainly include some advertisement in local newspapers.** Ms. Pena stated, and if I can piggy back on Ms. Prisci, Dr. Tipton is 100% correct, cause if we don't step up ahead of the game, the social media out there will start the craziest rumors and remember, some people are, fear and anxiety are a real thing, high blood pressure, diabetes, it's a real thing so we need to stay ahead of the game to make sure that those people who enjoy chaos accidentally, don't get ahead of us and say stuff and think, cause I'm sure all of us have been getting the emails, the texts, the messengers, what do we do, everything is going to be fine. So I appreciate you Dr. Gutierrez for jumping on this earlier because we are here to help and make sure we stay ahead of the game. So Ms. Prisci is 100% on, we got to go to all the medias, to make sure, English and Spanish, so they know they are taken care of, Ms. Drue. Mr. Cowen interjected, Madame Chair. Ms. Pena stated, Ms. Drue and then it will be you. Mr. Cowen added, no, I was just going to say, I think Dr. Gutierrez was saying we were actually on item 8, so we can make a motion on that to approve and recommend. Ms. Pena stated, okay, thank you sir, Ms. Drue. Ms. Drue Brown, Board Member asked, just out of curiosity, Mary, you have been around for a long time and we've been through nothing like this but we have been through H1N1 and some others, does the state actually come through and reimburse on these things, have you seen that happen? **Ms. Garza replied, I was, yes, when they declare an emergency, the federal government through FEMA does go back and reimburse the district, it doesn't happen right away but it does happen eventually within some time.** Ms. Brown stated, okay, because I was remembering some of the hurricane

situations and Red Cross and some of those things and some of them work out and some of them don't, I was just curious, okay. **Ms. Garza added, they have parameters that they cover but we have to have our documentation and this particular situation is a little bit different from prior ones but they have said that they are going to be reimbursing and TEA has already indicated that as well so.** Ms. Brown stated, I have one other thing too, you know, I am all for giving Dr. Gutierrez whatever kind of authority he needs and whatever, but, also, I think it's important that I would believe right now our Board is here and would be willing to meet at any time if we need to, to make decisions if you feel like you need us to come together, I don't think it's a big deal for any of us right now, I think we are all in alert and we would make ourselves available at any time if you felt like you needed to have a meeting. **Dr. Gutierrez stated, thank you.** Ms. Pena stated, and please understand, I think that's a really good idea, I would like to give you the authority to have that because it is something we got to do now and its, you know, 10 o'clock at night and he's got to pick up the phone and get it done, well, it will be hard to grab a hold of us at 10 o'clock at night. So I do believe that this is something that has never happened before, we need to be proactive and give him the authority. Now he can keep us informed, which is fine, but like I said, if something comes up at 10 o'clock at night and people don't answer their phone then he can't move, we don't want to paralyze the district like that, we got to give him the authority to move forward and take care of us. So both sides are and her idea is good and so is yours sir, we just have to find a balance in between. Ms. Brown interjected, I think I say that because, I agree, if there is an immediate emergency, but this is going to go on for quite some time and I can't think that we are going to accomplish everything in this meeting today that we won't need to meet again at other times, I'm picturing needing to meet at least once a week just to kind of stay on top of what's going on. Ms. Pena stated, good idea. **Dr. Gutierrez stated, I think so, I think it's very possible that we may be meeting weekly so that we can continue with updates as well as what else can we do to, as we move on.** Ms. Pena stated, that's a good idea Drue, that way we can keep the public informed. Mr. Cowen interjected, Madame Chair. Ms. Pena stated, yes sir. Mr. Cowen continued, may I make a motion, I'll make a motion and you just tell me if this is what you want. I make a motion to approve the budget amendment and allow administration to create a special Covid 19 category line item in the budget and authorize the superintendent to spend in a discretionary manner, up to 500 thousand dollars additional funding above the funding that's in the budget right now. Ms. Laura Perez Board Member stated, second the motion. Mr. Cowen asked, is there anything else? *Mr. Baltazar Salazar, Legal Counsel interjected, if I may, if I may.* Ms. Pena stated, yes, go ahead, this is Baltazar Salazar, our attorney. *Mr. Salazar stated, right, Board President, one of the key, one of the necessities that the Board has to approve, and I think this is why the superintendent called the meeting today is, at the end of the meeting, we have to have a written resolution so we, you can do it by motion but really, what's going to be the controlling document is going to be the written resolution that we have already gotten a pretty good idea and in that resolution, we have to also waive the 50 thousand dollar minimum bidding state requirement under the code. I have already spoken with Ms. Pena, it's got to be included in the resolution, that you are waiving 50 thousand and that you are giving the superintendent up to, you know, 500 thousand dollars. But that, instead of doing a motion and voting on that now, we can write one resolution, it will be adopted, and then it can be adopted and then the Board can sign it like we normally do and that.* Ms. Perez-Reyes interjected, effective today? *Mr. Salazar asked, I'm sorry?* Ms. Perez-Reyes asked, effective today? *Mr. Salazar replied, effective today, and you can vote on the resolution and you can put all that in and Ms. Pena and Dr. Tipton can sign the resolution on behalf of the Board. But that really is the document that is going to trigger FEMA.* Ms. Pena stated, it's going to drive everything we do. *Mr. Salazar continued, and that is going to give Dr. Gutierrez so he doesn't have to call you, you know, Wednesday night or Thursday*

night and say hey, I'm going to buy something for 150 thousand, it's an emergency, its already given and we are all covered but that will be, Mr. Cowen, that will be at the end, we will do a resolution and that resolution, once its signed, we can put it on and publish it. **Dr. Gutierrez stated, and we do have the resolution in the, as the last item to approve.** *Mr. Salazar stated, it is, but one of the things I wanted to do on that resolution because it does not include the waiver of the 50 thousand, I think it's important that we add it and we can just type that up and you can make it an oral amendment so that we have it but. I think at the end Mr. Cowen, that's where the Board would vote.* Mr. Cowen asked, where is it on the agenda? *Mr. Salazar replied, it's on E.* Mr. Cowen asked, what page? *Mr. Salazar stated, it's on that first page E, letter E.* Ms. Pena asked, is it in our handout? Mr. Cowen asked, the cover of the agenda, where is the first page of the agenda? *Mr. Salazar replied, section E like Edward, page 20 Mr. Cowen.* Mr. Cowen stated, okay, but what page, 19, okay, that's all I wanted, well, page 20. *Mr. Salazar added, page 20 Mr. Cowen, I just wanted to clarify that.* Mr. Cowen stated, well, what I would like to do is amend my motion, for discussion purposes, to include that motion and the amendment that I made would be included in that. Approve the resolution and I think, Madame Chair, again, change the order and we can discuss the resolution and then we can vote on it. Ms. Pena, and then we can make the amendment of the waiving the 50 thousand, it has to be that way. Mr. Cowen added, we waive the 50 thousand as well. Ms. Pena stated, okay, so it would be added. Mr. Cowen stated, in terms of the other items that are listed here and there is a bunch of other stuff here, I don't know how you want to do it, maybe you want to read the resolution Madame Chair? **Dr. Gutierrez asked, do we wait until we get there?** Ms. Pena stated, yeah, lets, cause it's on the agenda, let's wait till we get there and then we do it cause it's on here or we can just move that one out of order and just do it now since we are already there, what number is that one, its? Mr. Cowen interjected, it encompasses everything, and then we can go ahead and amend it if we have to. Ms. Pena asked, where is it? **Dr. Gutierrez replied, it's in letter E.** Ms. Pena echoed, letter E. Mr. Cowen added, page 20. Ms. Pena stated, okay, well, yeah, I guess we can just, at this point, because we are all there, letter E up and take it out of order, do I have a motion to take it out of order? Mr. Eddie Garcia, Board Member stated, I make a motion to take it out of order. Mr. Cowen stated, I will second it. Ms. Pena stated, okay, all those in favor to take it out of order and do it now, I? Okay, go ahead.

Change Order of the Day move agenda item VIII E during agenda item VIII A

E. Recommend approval regarding Resolution #020/2019-2020 to excuse and pay for absences of employees caused by District closures due to an COVID-19 virus of a communicable disease and for supplemental pay for employees who provide extra work during the district closure.

Motion made by Eddie Garcia, seconded by Philip Cowen, and unanimously carried to recommend approval to Change the Order of the Day, Item VIII E during VIIIA. (6-0)

Mr. Cowen, Board Member stated, I made my motion, the one I read just a minute ago which was to allow the administration to. Ms. Minerva Pena, Board President stated, okay, sir, you have to get the mich. Mr. Cowen continued, okay, I have it now. Ms. Pena stated, we are going to have Ms. Brown read the resolution while you look for your stuff, go ahead. Ms. Drue Brown, Board Member read the resolution out loud, upon conclusion, the following transpired. *Mr. Baltazar Salazar, Legal Counsel stated, and I may have just one slight correction, it's from March 23rd it would be through April the 3rd, that would be it.* Ms. Pena echoed, that would be March 23rd through April the 3rd, am I correct? *Mr. Salazar stated, and we will make those corrections before*

the end of the meeting so that the Board can sign it. Mr. Cowen interjected, Madame Chair, before we leave I have a question. Ms. Pena stated, and, go ahead sir. Mr. Cowen continued, I want to ask, do you think it would be appropriate to include the motion I was making a minute ago with the addition of the waiving of the 50-thousand-dollar limit? *Mr. Salazar stated, yes, I.* Mr. Cowen interjected, at the same time we vote on this? Ms. Pena asked, would that be on number 6? *Mr. Salazar stated, we can actually add it.* Ms. Pena asked, where would we add it? *Mr. Salazar replied, we can do number 6.* Mr. Cowen stated, I can't hear you. *Mr. Salazar stated, we can do number 6, which would be waiving the 50-thousand-dollar limit and giving the superintendent authority up to 500 thousand dollars.* Ms. Pena asked, where would we put it, as number 6? *Mr. Salazar replied, we would add it as number 6.* Mr. Cowen stated, okay, but my question is this, we would vote on the resolution and then go back to 6 and vote on the amendment? Ms. Pena stated, no, we do it all together sir. *Mr. Salazar echoed, we will do it all together, we can add that.* Mr. Cowen stated, I didn't hear your answer, I just can't hear you, I'm sorry. *Mr. Salazar stated, we can do it all together as 1 resolution and you vote on that full resolution, its already included and then we just have one document.* Mr. Cowen stated, I would move that we approve the resolution as written with the amendment, which we have in the agenda that it will be up to April the 3rd and that we also permit the administration to amend the budget, we approve the budget amendment and allow them to set up a special spending category for the Covid 19 crisis and that we also authorize administration to spend up to 50 thousand dollars additional funds for this, 500 thousand, I'm sorry, 500 thousand for this, where they find the discretionary funds the need to be able to handle this crisis and we waive 50 thousand dollar requirement, limitation that they currently have. Ms. Pena stated, thank you. Dr. Tipton interjected, Ms. Pena. Ms. Pena stated, yes. Dr. Tipton continued, thank you Mr. Cowen, I would recommend for us to wait and listen to all the presentations before we do any vote on the resolution. Ms. Pena stated, and I agree, I work a little different, I like to get to the point where people are scared and please forgive me for using this word, freaking out, so let's get to that and lets not drag it out and give them the peace at the end because I know, and this is the time that we can ask all the questions that we need to ask. Because the purpose of this meeting is not to drag it out and not to make it long. It's to get to the point that people are taken care of and get to where we need to get. So if you have any questions at any point in time, we will be glad to entertain the questions and concerns because really, it all ties back Dr. Gutierrez. **Dr. Rene Gutierrez, Superintendent of Schools stated, yes.** Ms. Pena continued, so we can't, please forgive me, piece meal it, so I understand that, does somebody want to make a motion to wait to vote at the very end? Mr. Garcia stated, I'm in agreement with what the Madame President is saying, we need to act on this, any recommendations later on, it's going to have to do, this is having to do with expenditures that need to be done that we have no choice, having to do with Covid 19. Ms. Pena stated, correct, correct, Ms. Brown. Ms. Brown stated, my feeling is, we have heard one presentation and we have already modified, made modifications to the resolution, I think it would behoove us to hear all the presentations because there may be additional modifications we want to make before we vote. Mr. Garcia stated, again, this is going to be on a two-week period and as we said, we can modify this because we will have another meeting next week so I don't see how we can't move forward with this presentation right now and make this approval of this resolution. Ms. Pena stated, so at this point, and I want to make sure that the public understands, we are for this, we are for this, don't think that we are having a problem here with that, oh, they don't want to agree with it, it's just that the way the superintendent and the administration put the agenda together, they kind of did it in pieces, they kind of piece milled it a little bit which is good to give us detail, it's not to say we are not going to approve everything they recommend because we will and my colleagues want to be able to see all the details and the presentations. It's just, ladies and gentlemen, lets understand, some people are

really falling apart on this while the rest of us are calm and give an explanation. So let's be very conscientious when we do talk about that, that we put the fears to rest, we are here to help and move forward so at this. Mr. Garcia interjected, Madame President. Ms. Pena stated, yes. Mr. Garcia continued, there is already a motion and I second that motion to approve. Ms. Pena stated, and now Mr. Garcia has. Mr. Garcia stated, I second the motion to approve. Ms. Pena stated, okay, at this point in time, there a motion on the table, let's go ahead and vote on it then we can move on to the next item because that's Roberts Rules of Order, we got to move on the motion, am I correct Ms. Pat? That was a yes from Ms. Pat, so all those in favor approving the motion on the table, please say ay by raising your right hand. All those against approving the motion on the table, please raise your left hand for nay. So at this moment, this motion dies and we can bring it back later during the meeting.

Motion made by Philip Cowen, seconded by Eddie Garcia to recommend approval that we approve the Resolution #020/19-20 as written with the amendment, which we have in the agenda that it will be up to April the 3rd and that we also permit the administration to amend the budget, we approve the budget amendment and allow them to set up a special spending category for the Covid 19 crisis and that we also authorize administration to spend up to $500,000.00 additional funds for this, where they find the discretionary funds the need to be able to handle this crisis and we waive 50 thousand dollar requirement, limitation that they currently have.

The following vote was recorded

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

Motion Failed: 3-3-0

Ms. Pena stated, so thank you, let's move on and please, let's be very conscientious in our presentations, we have fear, lets calm it down, let's not drag it out, yes, 3-minute presentation. **Dr. Gutierrez stated, okay, all right.** Ms. Pena stated, moving on to B.

B. Discussion and possible action concerning food service operations during COVID-19 emergency.

Dr. Rene Gutierrez, Superintendent of Schools stated, okay, these are some of the items that we are moving on to our plan of action during the time that we are canceling classes but some of our services of the district need to continue. The district needs to operate with a limited amount of staff but the functions and the operations of the district must go on and we are going to present to the Board and open it up for discussion or any recommendations as far as our Food Services Department providing meals for our students during the time that they will be out of class but we are going to be providing breakfast and lunch and we have a plan on how we are going to do the distribution of the meals for our students. And again, I am going to of course, going to have a discussion with the rest of the Board as far as our schedule, our plan, our locations and how we are going to provide the meal program to our students. I'm going to go ahead and turn it over to Dr. Cantu and Ms. Villarreal for this item. Dr. Nereida Cantu, Deputy Superintendent for Business & Operations stated, thank you Mr. Gutierrez, Dr. Gutierrez, Board, one of the things that has been, there's been a lot of confusion about it meals. And I want to state very clearly that BISD is going to make sure that the

children that depend on district free lunch programs, that they continue to receive meals. We have put strategically identified 12 locations in our district where parents will be able to pick up the breakfast and the lunch for their children. I'd like to have Ms. Laura give us the details about the time and we also have the locations identified, I'm going to ask our staff to please post the map that was given to you. There is one correction before we can post that map please, we have identified 12 locations and the correction that I want to make is on the top corner where it says Vela, that was incorrectly marked, Vela is actually kind of a central location so there is a change there but I'd like to invite Ms. Villarreal to give us some of the specifics as to when parents can pick up breakfast and lunch. Ms. Laura Zelda Villarreal, Administrator for Food and Nutrition Services Department stated, good afternoon everyone, sorry Dr. Cantu, my apologies, I just, I apologize, I've been texting while I'm here, Texas Department of Agriculture is holding a webinar as we speak and we just recently received approval to bundle meals, which would be great, there is no need to come out for breakfast, come out for lunch, but they do need to be here for lunch time so parents need to bring the students. So that is the only requirement that they have, that is the one thing they would not waive. So we will be doing our best to prepare, we will be preparing at 5 high schools and we will be shipping out the food, yes. Ms. Minerva Pena, Board President asked, they do bring the students, elaborate on that, what do you mean? That when they come to pick up the meal the child has to be with them? **Ms. Villarreal replied, the parent has to have the students with them, that's the one waiver that the Congress did not agree to, that's the only way USDA would continue to fund this, yes. Since we are going to be open to everyone, that includes anybody, so if you have a 2-year-old that's not even enrolled in my school, we'll be running summer seamless program and we can feed anybody from 18 and under and that includes any high school student who may have turned 19 during the school year, we might just ask for the date of birth for them, just to make sure they turned 19 after the beginning of school.** Ms. Laura Perez-Reyes, Board Member asked, will you be asking for ID or anything like that? **Ms. Villarreal replied, we will not be asking for ID's that would actually close, make us a closed campus and we could not feed anybody who is not enrolled in our district so if there is any families who may have traveled from North to come to work safe in the South, we would be excluding them so we want to be open to all.** Ms. Perez-Reyes stated, thank you. Ms. Drue Brown, Board Member interjected, so it's like, it's like summer feeding. **Ms. Villarreal stated, its exactly like summer, the seamless option.** Ms. Brown asked, so the students don't have to consume it on the site? **Ms. Villarreal replied, we will not, that is the other waiver we got, no congregate feeding so it's literally drive through service, they are going to come through, we will see that there's 5 kids in the car, we will provide them 5 meals and then they can go and they will be receiving a lunch with the next day's cold breakfast. And then, so Friday, we will also have a lunch and a breakfast for Monday. So Monday would be the only day they won't receive a quote on quote breakfast for consumption, they will have it for Tuesday morning and this will limit the amount of time the parents have to bring the kids out. So 11:30 to 1:00 will continue to be the only distribution time.** Dr. Prisci Roca Tipton, Board Member interjected, Ms. Pena. Ms. Pena stated, yes. Dr. Tipton continued, just one question, earlier in one of the presentations, and I think I saw it on stage 3, it mentioned that Transportation was one of the departments that was going to be available and I did see that in there, they would be delivering meals, is that correct? **Dr. Cantu stated, let me clarify what that is, we do have, as Ms. Laura mentioned, there's 5 high schools where we are going to prepare the meals, the other campuses, because there is a total of 12, our Transportation Department is coordinating, they are going to pick up the meals on the bus and they are going to go to the location, to the 12 locations that we mentioned and they will be available for parents to pick up, that's all we are doing. So they are going to be meals on wheels as far as taking it to those campuses so that they don't have to come to just limited number of schools, we have 12 sites identified. Dr. Gutierrez stated, and as you can see the map, we kind of like spread it out throughout the district to be able to be of service to anyone**

within our district and that's why you see 12 locations to make sure that there was proximity to every neighborhood so they could go pick up them up. But going back to Dr. Cantu and Ms. Villarreal's plan is to prepare the meals at certain locations and then have our transportation department take those meals to the other schools that are not going to be preparing the food but will be servicing those campuses through our Transportation Department taking the meals to those other schools so that they can, it's going to be on a pick up basis, they, all the lunches and the breakfasts will be on a pick up basis. And we are going to make is accessible kind of like from the car, you know, driving and picking up, it's on a pick up basis. Ms. Pena stated, that's excellent, also, you want to make sure that we are going to have personnel come in to do all this and that's the personnel that will be getting the extra compensation to come in and make sure that we service our community, am I correct? **Dr. Gutierrez stated, if this resolution plan goes through, yes.** Ms. Pena stated, it will, God willing. **Dr. Gutierrez stated, I want to say that.** Ms. Pena continued, yes, please forgive us for the oopsi, but we will. Dr. Tipton interjected, Ms. Pena. Ms. Pena stated, oh, I'm sorry, go ahead Ms. Prisci. Dr. Tipton stated, I just wanted clarification, is that just breakfast and lunch, not supper? **Ms. Villarreal stated, we are only allowed 2 meals so it's either a meal and a snack or two substantial meals so I chose breakfast and lunch, we cannot do supper.** Dr. Tipton stated, okay, thank you. Ms. Pena stated, go ahead. Ms. Brown asked, so you can handle a high volume if that's, are you ready for that, I mean, what kind of volume are you anticipating right now? **Ms. Villarreal replied, my application is written out for the total number of students we have enrolled in our district, so right now I have broken it down in our district, we have about 48 thousand kids enrolled, we have a participation of about 35 thousand kids, so amongst the 5, I've distributed to be about 7 thousand, after that point, I'm going to put just a thousand at each of the other meals, just so that I can get to my enrollment. I am not maxed there but this is my starting point. My hope is that we will have enough staff and transportation is willing to help us as well to come in to help us prepare the meals to continue to provide the needs of our community.** Ms. Brown stated, excellent. Mr. Eddie Garcia, Board Member interjected, Madame Chair. Ms. Pena stated, yes Mr. Trevino, I'm sorry, Mr. Garcia, I apologize. Mr. Garcia stated, that's okay, we need to emphasize that the child needs to be there and again, this is not from our district requirements, this is something that's being required that the child needs to be present per meal. Ms. Pena stated, and with all due respect to the community to understand, the reason we do that, because we are in 2020, things change, I mean, you've seen how people are hoarding the toilet paper and then putting it on Amazon for, you know, a hundred dollars. These are the times we are living in so we need to be very conscientious so we can get reimbursed so we can comply. I understand it's going to be difficult some times to wake them up and get them to the car but please, please understand that we have to do what we have to do to stay in compliance and be able to do our service properly. **Dr. Cantu interjected, I would just like to add that there is a memo that will be posted on our website and we are also going to have school messenger, it will be in English and Spanish so that everyone gets the information.** Ms. Pena asked, will they be posting on the Facebook page? **Dr. Cantu replied, BISD website and social media also.** Ms. Pena stated, thank you. **Dr. Gutierrez stated, we have prepared memos, oh, I'm sorry, Dr. Tipton, go ahead.** Ms. Pena stated, I'm sorry, go ahead Ms. Prisci. Dr. Tipton stated, yes, I just want clarification, on the resolution, I don't see anything specified on the Food Service operation during this Covid 19. **Ms. Villarreal stated, if I may answer that, these are federal funds so it would not affect the school district at all so that's the purpose, I could be a call center if my staff was just at home, but if we come in and prepare, we are bringing in our own revenue and actually take care of our own employees.** Ms. Pena stated, thank you for your clarification. Dr. Tipton stated, thank you for your clarification. Ms. Pena added, it's a different budget. Mr. Philip Cowen, Board Member interjected, Madame Chair, I think, and Counsel can correct me if I'm wrong, the resolution really just says, we have an emergency and the reason to have this meeting today versus, you know, posted for 3 days and whatever else it is, I think that would be we are just taking emergency action and we find

that there's an emergency and that's a finding and that's what the resolution says. He recommended that we include the budget amendments and the waivers and other stuff in that because you could do it at the same time. The resolution itself is just to say, we have an emergency, we need to deal with it and we are going to do the various things it lists there, period. All this other stuff is a whole different deal, correct me if I'm wrong Counselor. Ms. Pena stated, yeah, you are correct sir. **Dr. Gutierrez stated, Ms. Perez.** Ms. Pena stated, Ms. Perez, oh, I'm sorry. Ms. Perez Reyes stated, yes, just briefly, I understand that it's not necessary but wouldn't it be good, good practice just for awareness that we are doing this because Food Service is definitely a priority you know, when it comes to our current situation right now, yes, into the resolution. Ms. Pena stated, no, let's ask the attorney because remember, these are federal funds, so awareness has to be very careful, when we are dealing with federal funds, we don't want to jeopardize anything that we do, we have to be very careful. *Mr. Baltazar Salazar, Legal Counsel stated, we can add it as item 7 but it doesn't have any secondary effect on the resolution but you are right, it will at least put it out there, that's one more means of communicating that we are still providing, BISD is still providing.* Ms. Pena interjected, food yes. *Mr. Salazar continued, food 11:00 to 1:30. But again, I think that they are correct, it doesn't affect our budget so, but that's fine, we can add that as item 7.* **Dr. Gutierrez interjected, well, it is affecting our budget, let me correct that because our Transportation Department is going to be utilized to transport that food and that comes from our local funds so it does affect our local budget. It doesn't impact the Food Services because they are federally funded but since we are utilizing our drivers during the time when they are not going to be transporting kids, they are going to be transporting food and now that means our Transportation Department is going to help us so it does mean it is going to add to our budget because of other personnel.** Ms. Pena stated, but if you can please look at number 5 where you say that you are going to have to bring some employees in and you are going to pay them, that's all included because all those transportation are included. So let's not try to take this apart and make it more difficult than it really is cause then we cause more confusion. When we authorize that you pay all employees that are called in that is going to include every single employee from Maintenance, bus drivers to administrators, okay, thank you. **Dr. Cantu stated, one last thing I'd like to just clarify, this is truly a team effort as Dr. Gutierrez mentioned, we have our Food Services staff that will be preparing meals, we also have Transportation Department that immediately jumped in and said we have bus drivers available, I thank Mr. Ornelas for that. We are also using our security and our police officers to escort our busses just to make sure that everything is in place and we are following protocol. So this truly is a team effort, I want to thank also our campus administrators and for allowing us to do this and proceed to make sure that students do receive meals during our closure.** Mr. Cowen interjected, what do you want us to vote on, on this item? Just make a recommendation. Ms. Pena stated, this is just informative, that's all, this is just informative. Mr. Cowen asked, you are just informing us? **Dr. Gutierrez stated, information, you may see it as possible action if there was any kind of action to take but we just wanted to make sure we covered ourselves with posting the item but this is an information item.** Ms. Pena stated, information for the public. **Dr. Gutierrez continued, where you can see that we want the public to know, we want our parents, we want our students to know that our meal program continues and that we are here to serve them and we are here accessible to them, that we are going to be available through our Food Services Department as well as making sure that there is proximity to where they live where they can go pick up their meals. And we just wanted to show you the map, the locations, the times and how we are going to deliver those meals so that's our plan for this item. Dr. Cantu stated, Dr. Gutierrez, I was reminded by our Health Administrator, Health Service Administrator, as a precautionary measure, we are going to check temperatures of our Food Service, workers just to make sure that they are okay before they prepare our meals, that's just precautionary and Ms. Laura wanted to add just one last comment.** Ms. Pena stated, and it should be for every employee, including everyone that is in here, no offense. **Ms. Villarreal stated, I just want**

to remind everyone that it is first come first serve, so even though we have the time from 11:30 to 1:00, we will do our best to provide all the meals but we have our set time from 11:30 to 1:00; so we need to make sure we try to stick to this time. Mr. Cowen interjected, Dr. Gutierrez. Ms. Pena stated, Ms. Prisci. Dr. Tipton stated, Ms. Pena, I'm just going to recommend, because it does have a local impact on the budget, that we do add it to the resolution, the Food Service operation during this Covid 19 emergency. **Dr. Gutierrez stated, Mr. Salazar is signaling, that would be item number 7.** Dr. Tipton stated, thank you. Ms. Pena stated, and let me ask you a real quick question because of that, number 5 says, (Ms. Pena read item number 5 of the resolution and upon conclusion asked) is that not included, does that not include every employee, custodian, every transportation, every employee? Can we put like a parenthesis and then specify, can we do that? *Mr. Salazar replied, (inaudible).* Ms. Pena asked, this one right here? Yes? Thank you. **Dr. Gutierrez stated, alright.** Ms. Pena stated, moving on to the next one. **Dr. Gutierrez stated, so that's our plan for Food Services as we go through these next two weeks.** Ms. Pena stated, excellent job, thank you, thank you very, very much.

C. Discussion and possible action concerning school District and campus operations during COVID-19 emergency.

Ms. Minerva Pena, Board President stated, Dr. Gutierrez. **Dr. Rene Gutierrez, Superintendent of Schools stated, okay, this item, now we are moving into the Curriculum & Instruction component, one of the things that we have been getting from the Texas Education Agency in our phone conferences that we've had almost daily with them, one of the things that the Commissioner of Education has advised all of us that if we are going to do, have cancellation of classes, that to notify TEA immediately and we are doing that. We have those forms that we are going to notify them because they want to be notified of any cancellations so we are going to follow that procedure that they are requiring us to. But one of the main things that the Commissioner of Education has been advising all the school districts throughout the state, because just about everyone is extending an additional week or two or maybe more cancelling classes is that the instructional component must continue. That the students continue to get services instructionally because that is obviously the, what we are here for, the education of our kids, making sure that that instructional component continues. Again, this is something new to all of us how we are going to provide that instructional component, the fact that our kids are not going to be able to come to our schools and be in our classrooms. So we have also come up with a plan looking at different options to reach out to as many kids as possible, to the staff and how we are going to also, handle the staffing of our schools during this shut down, what we are going to call it, a shutdown, for the next two weeks. We have to operate and continue, with a limited amount of people or staff members, providing services out of the campuses, if we are going to talk about that limited number of staff members that we are going to have and also how we are going to handle the instructional component with the students, whether it's through packets or on line as well as how the teachers are going to be working these next two weeks and providing that instructional component that TEA is advising us that that must continue in every district that will be out due to this Covid 19. So at this time let me turn it over to Dr. Trevino and Dr. Sauceda, our C&I team and the plan of action that we have set in place for everyone to understand and what we have for the next two weeks. And also, I am going to open it up again for any discussion from the Board on how we can better serve our students and instructional leaders, Dr. Trevino. Dr. Anysia Trevino, Deputy Superintendent for Curriculum & Instruction stated, yes, thank you Dr. Gutierrez, Members of the Board and the community and anyone that's watching, we want to make sure that we have everyone completely confident that BISD is a hands on deck when it comes to instruction. And we want to make sure that our students are not lagging behind or having that slippery slope when they are not receiving instruction. So we**

want to give a little presentation on both the students side and the parents as well as the teachers and what that's going to look like. And so this is only dealing with the student component and what is expected of students and parents. So the curriculum specialists, in the last couple of days have developed an instructional packet by grade level and by subject matter in the core areas. So we have created those, those are ready for to launch out as soon as this meeting is over and we have approval. An online platform that was designed by grade level and subject for those students who wish to do it online. We also recognize that not all our families have the capability of internet access to get the internet services and do these lessons online so that's why we are creating packets as well for them so the parents have the option of coming to pick up a packet and I'll explain those in detail on how that would roll out, or they could do it online by a click of a button. And so packets and platforms are aligned to state standards, the state has been very, very specific that they do not want our students to receive new instruction or new TEKS that they have never seen before because that could put stress on the student and the parents like, what are we doing. So all the standards that will be part of the curriculum that they will be getting online or in packets are standards that they have already learned as school. So it's just a refresher, also increasing their capacity in those particular skills so we are very confident that the students will be able to do the work but it's just making sure that they don't have that slippery slope. And so on March 23, which is this coming Monday, principals will communicate via messenger to parents, that's school messenger, on the dates and times of pickup. So packets will be distributed beginning on the 24th of March to parents so if they also want to check out an electronic device, they have internet access but they don't have a laptop or they don't have Kindle of some sort that they could also check those out at that time beginning March 24th. They will need to complete a form requesting that electronic device but we are ready to do that. So we are going to hand out the packets on the 24th or an electronic device and then the packet will be due back to the campus by the parents or students by March the 30th. If we are back in session, which obviously it does not look like we are, we would then give them another packet but actually the packet that we will be giving to them will be for two weeks so they are going to be cleared and ready up until April the 3rd. So should we remain closed, then the students may continue working on the packets because like I said, it's for two weeks. So this is a tentative schedule and I know that we didn't know the hours because, Ms. Villarreal, as far as getting the hours down and that there wouldn't be breakfast, so this is something maybe that a parent could see and say, okay, my student needs to do ELA like for 30 minutes. And this is what it would look like, then math, science, social studies and lunch or whatever so parents could know, as a parent, if I need to organize a learning time for my kid, what would that look like. The lessons are about 30 to 45 minutes in length, a fast student that is with it could complete it in about 30 minutes, kids that, you know, need a little more time would take about 45 minutes. We are also meeting with the Special Education Department and ensuring that they get their lessons as well and what their needs are. So for parent resources, I am going to turn it over to Dr. Sauceda. Dr. Dora Sauceda, Assistant Superintendent for Curriculum and Instruction stated, good afternoon Board, first of all, if I could get somebody to access the main website, on the main website is where we have indicated or where we have posted, thank you, where we have posted the parent resources and any information that the administrators need to have. We actually created an area within the main webpage so if somebody could and while we are waiting, I just want to say, I want to thank all of our Curriculum Department, our Curriculum Specialists, they came together very quickly yesterday and worked very late in order for us to get these packets ready and for the online platforms, to get them ready, we are ready. I just want you to know and have confidence in our department, in our Specialists, that have been master teachers throughout the district and know and understand that needs of our kids, of our students in BISD. So know and have confidence that if for whatever reason we need to extend anything, that they will be more than capable to get this

curriculum ready to go and we are continuing to work and think about what we need to do in the future. So, just know that although we just have a two-week packet, we still are preparing for a longer period shall we need to go that further. Okay, so if you look at the Corona Virus/Covid-19 Instructional Support, this is the area where we have added the access, the first thing you see there is the Brownsville ISD home technology access survey and this is for us to sort of get an idea if parents want to utilize the online learning platforms or do they want to do a packet and this will also provide us with somewhat of a number of how many students are in need of utilization of technology devices so that's the survey. If you can click back please, the other area is the administrator resources but more importantly, I want to go over, can you go back over to the plans, the plans were divided into three areas, you have the elementary plans and that right there right now, we are protected, once we have, I'm sorry, once we finish this meeting, we will be opening that up to our teachers, our parents, so they can go ahead and download the packets. I believe that Ms. Rubio is going to go ahead and access it so that you can see what that looks like. Okay, so if you see here, this is an example of what the learning plan looks like, if you can scroll down a little bit, we started with Pre-K and Kindergarten and if you look, the packet information are both in English and in Spanish, we also have the structure for life, and our special education supports as well that are going to be included and I also want to thank our special education department who worked super late last night getting this going. On the left hand side, if you can just slow down for a little bit, on the left hand side you see the online platforms, Pearson is our approved textbook, that is what the district has approved as our textbook provider. So in that area is where you have the online platform and we are going to be also including a calendar where students will have, will see the days that they have to follow on that online platform. Because on the packet, it actually gives you the dates, it will tell you March 24th, you are going to do this page, March 25th, you are going to do this page, so it gives them very detailed information as to what they have to do. So that is an example of what the elementary looks like, we don't have to, I don't know, unless you want to go through the middle and high school but we do have those sections as well, if you can go back to the main page. We not only have for the high school but we have, we also have for the advanced courses, just a note that the AP, any student taking AP can only do it online, so the AP course, AP course central is providing that for free. They are providing access so our students will be able to continue with their lessons and then the testing, they will let us know as far as the testing and when we are going to be testing for the AP courses. So any questions on the instruction, so far? You can go back to the power point please. Ms. Drue Brown, Board Member interjected, no questions, I just think it's an excellent job, good effort guys. **Dr. Sauceda stated, thank you, we are going to go back to the power point, okay, so the student, the student schedules, yes maam.** Ms. Pena asked, can you stress the time when they can come and pick up these packets? **Dr. Sauceda stated, yes, we are going to cover that in a minute.** Ms. Pena stated, oh, you mentioned it earlier, that's why. **Dr. Sauceda stated, yes, and we will cover it in a minute, the student schedules are also going to be posted for parents to use as a sample, Dr. Trevino shared that schedule for you, the only thing we are going to flip is the enrichment will go before and then they will have the time, of course, to pick up the lunch, we want the students and want the parents for the students to stay within that schedule so that you know if you need to get a hold of the teachers and we are going to talk about how you can get a hold of a teacher through various sources that you'll know, okay, the student is working on math right now from 8:00 to 8:30 and I need to get a hold of the math teacher so that math teachers are cognoscente that there will be some kind of communication with parents shall a parent have a question. The online platforms will be posted on the same link as I showed you right not and also Clever is another one where the students have a single sign on, and correct me if I am wrong, Alma Rubio, yes, and through that Clever, we not only, we have the Pearson also which is our adopted textbook, we have educational games the students can use, any remediation that they need to use and any enrichment.**

So Clever had a whole bunch of different instructional resources that the students can utilize and the students are aware because they utilize, through Clever they utilize a lot of these platforms. We can go to the next, hold on, let me, I can't see it, I'm sorry, okay, alright, so let's talk about the teacher procedures, on March 23rd, the principals will provide all teachers with procedures with grading packets and online platform lessons. So the principals will be sending an email to the teachers as to what the procedures are going to look like, how they are going to be grading these packets and how they will be also providing grades for the online platform instruction. Teachers will be notified when student packets are to be picked up so they may grade and record student grades. So again, we are going to have a schedule, I know right now we are going on a week by week basis and I think we are going to extend it to two weeks and since we got ahead of the game we are ready for two weeks. We have already designated dates, Dr. Trevino and I looked at dates and we will be providing that to the principals tomorrow and then the principals will then communicate that to the teachers and let them know this is the time for you to grade and for you to submit these packets back to us so that if there is any questions from the parents we can then, principals can communicate that to the parent. Teachers will be available to answer questions remotely for students via the ClassDojo. ClassDojo is something we use here where you can send text messages, and I'm sure as parents, I'm a parent and I get text messages from ClassDojo, that's where the parents can communicate with the teacher. They can send a picture, "I don't, I have a question on this problem, I don't know how to answer it", and teacher can then communicate via ClassDojo as to how they can help the student. So that's one way and that's one that we have been utilizing and another one is Seesaw, Ms. Rubio, our technology person here is telling me SeeSaw is another one that the schools utilize, they are very much aware of it, they know how to use it and so these communication platforms will be utilized throughout this time to get our parents to feel comfortable that they can communicate with the teachers. Teachers will remotely answer from home, we want them to use these platforms because I know they will have their own smart phones and so we, you know, we want to have a platform so they can utilize. Should we remain closed, we will continue following the same procedures of creating packets, you had a question Ms. Pena. Ms. Pena stated, yes, a really important question, so, because the teachers are going to be able to assist the students as necessary, you know, so how are we going to be that fine line, you know, they are going to be home, getting compensated to be home but some teachers will have more work than others or more extra, is that going to be a concern? I want to get kind of ahead of the game because you know, when teachers are going to work remotely which means they are going to working from their home or are they going to be called to the campus and be at the campus when they are remotely working from home, Dr. Gutierrez, can you answer that? **Dr. Rene Gutierrez, Superintendent of Schools stated, the intent is that they are going to work from their home, we are going to have a limited crew and we are going to go over that crew that we are going to have. The campus has to continue functioning and we have a plan as to who is going to be at the campus. But for the instructional component, it's going to be through packets, teachers working from home with the kids, also working at home, we are trying to also limit the number of people that go at every campus and we have a staff that we want to make sure that they are there but it's a very small number, 10, up to 10 persons per campus but everyone is gonna work out of their homes.** Ms. Pena stated, excellent, thank you so much. We will cover that; I think it's in your power point. **Dr. Sauceda interjected, yes, it's in the power point.** Ms. Brown interjected, Dora, so all our teachers have a way that they access students via ClassDojo or some other way, I mean, is everybody doing that? **Dr. Sauceda stated, they also have Google Classroom, all our teachers have been trained on, I believe on Google Classroom so it's not something that they are not familiar with, they are very familiar with them. And to Ms. Pena's question also, should we go longer, we are going as Curriculum Department, we will be calling on some of the teachers cause they want to help us out, whether remotely or what not, to help us make sure that we are vetting the**

packets and if they want to include anything within the packets as well because our teachers are, they know our students better than anybody. I trust the Specialists in the classrooms every day so I know that they have a feel of what the needs are for the district, we certainly want to focus on the literacy because a lot of our students, as you very well know, are bilingual, and so literacy is extremely important and so we want to help our parents feel comfortable that they can assist their kids with whatever assignments that we are giving them. And we will be available, Curriculum Department will be available should they have any questions as well. Oh, also, Ms. Rubio is telling me we did provide the high schools, through a grant, the million, I think it's a million, The Million Project Grant, they, every student got a hot spot and right before we broke for the Holidays, I sent an email out to the high school principals saying, please distribute the hot spots, just in case, I wasn't sure but I said, please distribute the hot spots and I believe everybody got on it so every freshman through senior has the availability to get a hot spot. If they have a phone that's not working, with that hot spot, it can make it work so we need them to pick them up if they have not picked up those hot spots. Ms. Pena stated, yes, students are very good about hot spots, they are experts. **Dr. Sauceda added, yes, they know how to.** Ms. Pena stated, oh yes. Ms. Brown interjected, when we come out of this, and we will, definitely we are going to learn some lessons about a lot of things and I think, I think we are in good shape right now and we will be in even better shape after this because we will know where we are weak, where we need to be stronger. It's a learning lesson not just for us but districts across the country so. Ms. Pena stated, good point, Dr. Tipton, go ahead. Dr. Prisci Roca Tipton, Board Member stated, my only question is, I know that Spectrum was offering free internet services, have we explored that opportunity? **Ms. Alma Cardenas Rubio, Area Assistant Superintendent stated, Spectrum sent a 1800 number to all the campuses, to all the employees, all the parents, it's on Facebook, they just have to be a little bit patient because when you call that number it makes you wait and you need to identify, are you calling for your personal number, are you calling because you want this free online, however, Future Ready also has a proposal of the FDC to make sure we are proposing internet so there's a lot of variables. What we are going to do is start outlining each one of them, Spectrum, AT&T, Future Ready Schools for FDC, every single one of them. So we will be putting that on that link so parents will have options who to call besides the hot spots as well. We are also exploring the possibility of the City of Brownsville asking PUB to expand the radius on their access points, some of the people are already saying, we'll extend it. We have businesses that are saying, hey, we will expand at, you know, our radius because really, if you ever notice, when you open your phone and it gives you all these networks, you can choose it, you just need the password. So we are looking at making sure that we expand radius, so we will put putting a listing out for the community to know what networks will be working with IT Department making sure that the devices are compatible and that we can pick up that network and you will see that in your packet, just to show people, look, you may have a lot of options when it comes to the network. The goal is to open as many as possible depending where the community is at.** Mr. Philip Cowen, Board Member interjected, Madame Chair. Ms. Pena stated, Mr. Cowen, go ahead. Mr. Cowen continued, I, I actually tried that number last night and it took me 49 minutes and I never got to talk to anybody about getting free service at all. What I did is I called Ruben O'bell who knows, actually, the CEO of Spectrum and I gave the number to Dr. Cantu and to Dr. Gutierrez and so if you call that number, you will be able to. **Dr. Trevino interjected, you can give us that magic number.** Mr. Cowen stated, no, no, this is not my, this is your job, but you know, we are going to call him up and. **Dr. Trevino stated, I can be on the phone for 49 minutes.** Mr. Cowen continued, but the important thing is, is that I think we could probably help them be the one to screen the people and do it for them because their system is going to be overwhelmed because that number includes everything, everybody in the whole state of Texas, you know, so it's just going to be impossible to use that, it's not going to work. Ms. Pena stated, at this time, everywhere, everything, everything we are doing in our US is overwhelmed so we just need to be patient and make sure that we do. **Dr. Trevino**

interjected, that we, and that we continue to provide that instructional support for our kids. Ms. Pena added, yes, be patient and they will get it. **Dr. Trevino stated, so beyond April 3rd, what would that look like, so students will continue to get distant learning or instructional packets to continue building on the skills learned, if the Board so chooses to remain closed, teachers will continue to communicate with parents and students via ClassDojo and grade accordingly in order for us to award credit and Curriculum and Instruction will continue to upload lessons for all students. There is a note there: the C&I Department may need to bring teachers in to assist in the development of those lessons but we will stay with the recommendation from the Center of Disease Control in the 10 or less or 15 or less if so needed. If we feel that we can manage the lessons and creating them from our end then that's great, but if we do need help we will call teacher experts to come in. Now we want to just share with you real quick, that essential personnel that Dr. Gutierrez has referred to, as far as who do we need on campus in the event of one, picking up packets, two, responding to parents with questions, passing out devices, etcetera, insuring that the food, not only through the department of child nutrition, etcetera, but who else can assist. So we feel that it is required that the principal be present, assistant principal or principals, depending, some elementaries may have more than one, a dean of instruction, a counselor, if there is more than one they can be rotated, a secretary and head custodian and up to 4 staff members where we would not exceed a limit of 10, we would not exceed 10. Very similar to the middle schools, where we would have the principal, the assistant principals, dean of instruction, counselor, secretary, head custodian and up to 4 staff members as the principal feels, not necessarily the same 4 every day, they may not even need all 10. Today, I am only going to need 6, I'm going to stay with that giving the principals the flexibility to do that. At the high school as well, 10 people, we are looking at meeting with the principals, Dr. Sauceda mentioned tomorrow to explain these once approved and then we can review this information with them. We are a hands on deck administration, we are here to serve, we are here to ensure that our students continue to get not only the nourishment but the instruction that they need. Dr. Trevino stated, yes ma'am.** Ms. Pena stated, go ahead Ms. Laura. Ms. Perez-Reyes, Board Member asked, thank you Ms. Pena, from the up to 4 staff members, limit 10, how are we selecting those, is the principal going to select them? **Dr. Trevino replied, that's a good question, we are going to leave it up to the principals cause they may need, you know what, I'm going to, I need teachers to print out the packets, technology savvy, you know, maybe we are getting questions from TSC and we need the dual teachers in so it's all going to depend.** Ms. Perez-Reyes stated, and I ask just so that we can be, you know, be cognoscente that we are going to have some people that are going to have more flexibility to come to the campuses than others you know so. **Dr. Trevino stated, right, correct.** Ms. Perez-Reyes stated, I hope that the principals will take that into consideration. **Dr. Trevino stated, I'm sure they will.** Ms. Perez-Reyes continued, and that we, sorry. **Dr. Trevino stated, we will let them know tomorrow you know, that that is something that they need to consider.** Ms. Perez-Reyes stated, thank you. Ms. Pena stated, and I appreciate that we can give them the flexibility cause at the end of the day, if anything goes wrong, if anything fails, we hold the principal accountable. **Dr. Trevino stated, absolutely.** Ms. Pena continued, and if we can't hold them accountable we tie their hands so I totally believe you need to give them the flexibility that they need to bring the personnel they need to get the job done so appreciate that Dr. Gutierrez. Ms. Perez-Reyes asked, are these also the same employees that are going to be getting paid time and a half? **Dr. Trevino stated, the secretary, the head custodian for sure because they are hourly employees, those are the ones that are scheduled to get time and a half. Dr. Gutierrez interjected, yes, the rest of us are salary employees.** Ms. Perez-Reyes stated, okay, thank you. **Dr. Trevino stated, and, if I may, because I don't think I addressed Ms. Pena's question earlier, they will be able to pick up packets beginning on Tuesday, the 24th at 8:30 in the morning.** Ms. Perez-Reyes interjected, I'm sorry, one more. Ms. Pena stated, okay, go ahead. Ms. Perez-Reyes continued, what about BISD Police, I don't see BISD Police on here? **Dr. Trevino stated, they are working.** Ms.

Perez-Reyes asked, they are working as well getting paid time and a half? **Dr. Gutierrez replied, yes, they are under hourly wage employees right, they are not salary employees so they are part of the time and a half.** Ms. Perez-Reyes stated, thank you. Dr. Tipton stated, Ms. Pena. Ms. Pena stated, yes, go ahead. Dr. Tipton continued, I did notice that on the high school essential personnel the assistant principals are on a rotating basis but if you go back to the slide on middle school and elementary. **Dr. Trevino stated, yes, it's because at the high schools there's 6 of them all together or 5 and so they have more of a flexibility, they could bring them all in but then you couldn't have additional staff.** Dr. Tipton interjected, no, I understand but on the middle school it didn't specify rotating basis. **Dr. Trevino stated, right, yes, we would allow them to rotate if that's, if they don't need them, correct.** Dr. Tipton asked, at middle school and elementary? **Dr. Trevino replied, at elementary, if the principal feels that they don't need them on those days.** Ms. Pena stated, but its ultimately the principal's decision. **Dr. Trevino stated, correct.** Ms. Pena added, yes. **Dr. Trevino stated, at the end of the day, yes, it will be the principal's decision.** Ms. Pena echoed, yes. Dr. Tipton interjected, well, another question, I know that we are mentioning time and a half, on the resolution it says, compensation in the amount of one half of their hourly wage, should that be stated time and a half? **Dr. Trevino stated, time and a half, 1.5.** Dr. Tipton added, which is time and a half, time and a half? **Dr. Trevino stated, yes, yes.** Dr. Tipton stated, yes, but it says only amount of one half. Ms. Pena interjected, additional one half is what it is Ms. Prisci. **Dr. Gutierrez interjected, one and a half, the one plus the half. Dr. Trevino added, which is half of over what they normally get.** Ms. Pena stated, it's one and a half, that's how the state writes it. Dr. Tipton echoed, yes, times one and a half. Ms. Pena stated, yeah, that's how its written that way cause they get their full and then half more. Dr. Tipton stated, okay, thank you. **Dr. Trevino stated, yes maam. Dr. Gutierrez asked, Dr. Trevino, do you have the slide where we are covering the times of the, the working hours of the working day? Dr. Trevino replied, no we didn't have that. Dr. Gutierrez asked, did we include the working day times? Dr. Trevino replied, no, we didn't, not in the slide presentation Dr. Gutierrez, we apologize for that, they were scheduled to come in at 7 to, no, no, he. Dr. Gutierrez interjected, 7 to 2. Dr. Trevino echoed, 7 to 2. Dr. Gutierrez stated, yes. Dr. Trevino added, with a 30-minute lunch, Dr. Gutierrez, we had talked about 7 to 2:30 but that's when we thought we would be serving breakfast. Dr. Gutierrez stated, let's go 7 to 2. Dr. Trevino asked, any other questions?** Dr. Tipton stated, yes, I have another question, under essential personnel, if we can get some clarification on librarians, diagnosticians, speech and. **Dr. Trevino replied, that's a very good question with the Special Ed Department, Ms. Lippa does feel very confident that we will be able to service the kids if we come back at least the last 6 weeks of school. So if they don't get any services for the next couple of weeks aside from what's online, we should be able to cover the services cause that means we still just need to like double some services when they get back including P.E., adapted P.E. the OT PT services. But as far as them coming in right now, we do not need them to come in nor the librarian, either, we did have those discussions, we feel confident, now, if the principal wants to make it a part of the 4 staff members, they can. If we are lagging behind in ARDS, Ms. Lippa is ready to convene to ARD if we need to make any changes to that.** Dr. Tipton stated, thank you for the clarification. **Dr. Gutierrez stated, and as we are going through this new plan and how we are implementing, we may be adjusting as we go depending on what's coming up on a daily basis. So we will be flexible, we will adjust as needed to make sure that as we are learning we are making adjustments to make sure that it works.** Dr. Tipton interjected, I have one more question, when we went back to the online platform for the instructional plan, did that include Pre-K students as well, I didn't, I missed it? **Dr. Trevino replied, yes.** Dr. Tipton stated, okay, thank you. **Dr. Trevino stated, we're good, but thank you for being on it. Dr. Gutierrez, since lunch is over for the students, serving line at 1:00, they are asking, do we leave it to 2:00 or do we move it to 1:30?** Ms. Pena stated, did they say 1:00 or yeah, 11:30 to 1:00, okay. **Dr. Trevino stated, to stay a little longer to pick up packets or whatever. Dr. Gutierrez stated, right, the services, the**

instructional component that they required us to have. Dr. Trevino stated, oh, okay, thank you. Dr. Gutierrez stated, I think that covers letter C. Ms. Pena stated, excellent, great job, now moving on to D.

D. Discussion and possible action to approve the amendment to the Brownsville Independent School District Health Plan with Blue Cross Blue Shield of Texas for Diagnostic Testing for COVID-19.

Ms. Minerva Pena, Board President stated, this is a very good one. **Dr. Rene Gutierrez, Superintendent of Schools stated, yes, again, we understand how supportive our Board is of our employees and how our health plan is one that our Board has always been very proactive with our employees and very supportive as far as when it comes to health care and since this is a new component, this virus is new and something that now we need to perhaps for the Board to consider to add to our plan so that our employees, if they need to get tested for Covid 19 or the Corona virus, that it can become part of our plan. But the only way that we can do this is by formal approval by the Board to amend the contract to include now this as part of our health care plan for our employees. So I'm going to turn it over to Mr. Dustin Garza, that he can go in detail about this and hopefully that, you know, we have the support of the Board as far as amending our health plan for testing of the Covid 19, go ahead Mr. Garza. Mr. Dustin Garza, Administrator for Employee Benefits Departments stated, good afternoon Madame President, Board of Trustees, Superintendent of Schools Dr. Rene Gutierrez, I stand before you today looking at the health plan on the insurance side for our employees and the dependents that are covered on our BISD health plan. As you know, obviously, with this pandemic that not only our county and our state has been going through all around the world, the Texas Department of Insurance, TDI and governor Abbot have worked closely together to alert all the health carriers that we have in the state of Texas. There is a little twitch in between both because you have fully insured groups, which governor Abbott and the TDI have mandated that they cover the diagnostic testing at 100% covered by fully insured plans, either TRS, TMRS, ERS, the state plan and any school district with TRS that are funded by the state, they are mandated to obviously, cover this testing at 100%. Us, BISD being self-insured, we have an option, right, obviously, falling in line, that's what everybody, that's what they are doing across the state of Texas to ensure that not only curriculum, nutrition but obviously, on the public health side, that we go ahead and opt in to make sure that these tests are covered for our employees and dependents that are covered in on our health plan. That is of the utmost concern right now that we make sure that we don't have employees right now or dependents that can't afford to go get tested cause they don't have the money or whatever the needs may be, that our plan, being self-insured, picks up 100% of the cost. We don't know what exactly that cost is because that is a moving number right now, we do know it's in the range between 50 dollars and about 100 dollars for the diagnostic testing. If you do have somebody that obviously tests positive and they go into an inpatient hospital, you are talking of a lot more cost. We don't know that number yet, but what this does is it waves the co-pays and the deductibles that go in line with Covid 19 testing. In speaking about that, TDI, what they have also done is release certain CPT codes that are given to all the medical professionals, whether its inpatient, outpatient or physician offices that when they run these tests or anything that has to do with Covid 19, that those CPT codes are attached to those services that then go to our health TPA which is Blue Cross Blue Shield. So all those services will be tagged with those CPT codes so we can get an understanding of who has been tested for it, who hasn't been, if somebody has tested positive, what are those kind of costs. In speaking with Blue Cross, that number is not valid yet, we don't really know what that number is but we are watching, obviously, on a day to day basis. So, before you, is an amendment to our health plan, since we are self-insured and the plan was approved by this Board last semester, this amendment needs to be approved if the Board wishes to follow in line**

with what governor Abbott and TDI is recommending on the fully insured side so we can cover these tests for our employees and dependents. Ms. Pena stated, thank you, Mr. Cowen. Mr. Philip Cowen, Board Member asked, Dr. Gutierrez, Mr. Garza, the waiving of the co-pay, that's just for the test, is that right? **Mr. Garza replied, correct, that's correct sir.** Mr. Cowen asked, nothing else, not for the treatment and the hospital or anything like this, just the test? **Mr. Garza replied, that's correct.** Mr. Cowen asked, Dr. Gutierrez, do you need us to approve, the approval of it? Ms. Pena stated, okay, yes, question for our attorney, would we need to have a resolution for this, Blue Cross, a separate one, to be able to waive this, is this something that is needed? And hopefully somewhere along the line we can get reimbursed, hey, I'm hoping, would you come up to the, I'm sorry sir? Cause this is dealing with our insurance. **Mr. Garza interjected, yeah, I think, I mean, you could always add it if you wanted to but I think since its covered under out health plan document that this district has approved, it's a separate and its own document.** Ms. Pena stated, okay. **Mr. Garza continued, we, the government, Congress, the United States hasn't passed a resolution on a reimbursement basis like they would for these other services the districts are going through. So, but if you wanted to add it I'm sure.** Ms. Pena interjected, or we can do a separate one, is that what you are saying? **Mr. Garza stated, well, we already have a plan, document.** Ms. Pena asked, so we don't really need it? **Mr. Garza replied, no, we would just be amending, we would send an okay to Blue Cross to amend our current plan document.** Ms. Pena stated, okay, that will work. **Mr. Garza added, we are just adding a benefit.** Ms. Pena stated, you are the expert, let's go by your recommendation, thank you. Mr. Cowen interjected, Madame Chair, I think it would be in order to move to approve the recommendation to waive the co-pay for this treatment. Ms. Pena stated, that he does the amendment, yes, I. Mr. Cowen added, I think we need a second on it. Ms. Pena asked, is that a motion? Mr. Eddie Garcia, Board Member stated, I'll second that motion. Ms. Pena asked, okay, so can you repeat the motion for Pat? Mr. Cowen stated, that we approve the recommendation of the administration. Ms. Pena asked, can someone write this down? Mr. Cowen continued, move to approve the recommendation of the administration as Mr. Garza just indicated, eliminating the co-pay on any type of testing. Ms. Pena interjected, co-pay and deductible he mentioned. Mr. Cowen stated, correct. Ms. Pena echoed, co-pay and deductible Mr. Cowen. Mr. Cowen asked, co-pay was it? **Mr. Garza replied, co-pay and the deductible.** Mr. Cowen stated, and the deductible, I didn't hear the second part, I apologize, okay, anyway. Ms. Pena added, for the testing of the Covid 19. **Mr. Garza stated, correct.** Ms. Pena asked, do I have a second? Mr. Garcia stated, I second. Ms. Pena stated, okay, Mr. Eddie second it and all those in favor, I, all those against, thank you very, very much.

Motion made by Philip Cowen, seconded by Eddie Garcia, recommend approval of amendment to the Brownsville Independent School District Health Plan with Blue Cross Blue Shield of Texas for Diagnostic Testing for COVID-19 to include administrations recommendation to waive the co-pay and deductible for testing of the Covid 19 as recommended by TDI (Texas Department of Insurance). (6-0)

E. Recommend approval regarding Resolution #020/2019-2020 to excuse and pay for absences of employees caused by District closures due to an COVID-19 virus of a communicable disease and for supplemental pay for employees who provide extra work during the district closure.

(Exhibit 1)

Ms. Minerva Pena, Board President stated, and if I am not mistaken, we are waiting to have the form come in and the additional, let me read the additional, I got them right here, they were sent to me by Mr. Baltazar. The resolution as it is, we changed the dates at the top, remember, please note, at the very top, we changed the date, instead of March 27, 2020, it's going to April 3rd, 2020 and then we also added number 6 which says, the resolution includes the emergency waiver of the 50 thousand state required minimum for

procurement and gives the superintendent up to 500 thousand authority under this specific resolution. Then we have number 7 that we are adding, the Board further resolves to provide meals for BISD students from Monday thru Friday from 11:30 to 1:30. *Mr. Baltazar Salazar, Legal Counsel interjected, it should be 1:00, to 1:00.* Ms. Pena stated, to 1:00, okay, lets correct that, from 11:30 to 1:00 at the 12 designated pickup locations. Students must be present when picking up meals and as per Federal guidelines. **Dr. Rene Gutierrez, Superintendent of Schools stated, correct.** Ms. Pena asked, with those added, do I have a motion to approve? Dr. Prisci Roca Tipton, Board Member stated, motion to approve. Ms. Laura Perez-Reyes, Board Member stated, second. Ms. Pena stated, we still, we still hold, yeah, yeah, Mr. Cowen, motion to approve. Mr. Philip Cowen, Board Member interjected, yeah, you can do what you want, I don't care. Ms. Pena continued, and second by Mr. Garcia. Mr. Cowen added, I just want to get home. Ms. Pena, so let's go ahead, yes, hold on, they are writing it down for Pat, lets write that for Pat, Mr. Cowen motion to approve and Mr. Garcia motion to second, yeah, we added 6 and 7, those were brought in and Ms. Drue. Ms. Drue Brown, Board Member stated, I just have a question, okay, this is very, very detailed, let's say a week into this we see that the hours for foods need to be tweaked or we need to tweak some other things we've been pretty detailed about what we are doing. At that point would we come together again and modify this or is there any way to modify this without us meeting again, on the small details? Ms. Pena stated, good question. *Mr. Salazar stated, if I may and I said that recommendation a couple of days ago to Dr. Gutierrez, my recommendation was that the resolution be a 30-day resolution because that way if anything changes you are giving the superintendent the authority, I did want a fixed date but I think if we give them 30 days, the resolution says 30 days, I think within 30 days we know we are going to have at least 1 regular Board meeting so we could always, I guess, refine this.* Mr. Cowen stated, we can amend that to. *Mr. Salazar stated, right, it does say possibly for longer time, of course, attorneys, we don't like that, we like date specific so we could change that and we could possible change that to 30 days.* Mr. Cowen interjected, from what date? *Mr. Salazar replied, from today.* Mr. Cowen stated, okay. *Mr. Salazar continued, right, so that way, you got 30 days, I know there is a two-week period, that will give you two more weeks.* Ms. Pena interjected, why don't we give it 45, just to caution? *Mr. Salazar stated, that's fine, I want a date specific.* Ms. Pena asked, Dr. Gutierrez, would 45 be better for you? **Dr. Gutierrez replied, I think so, 45 days, we don't know how long this is going to last.** Ms. Pena stated, right. **Dr. Gutierrez added, there's already talk that it may be where we could go a month, two months or maybe not come back so.** *Mr. Salazar stated, and that way maybe the superintendent needs to make some adjustments, he can make them and just send everybody a letter or an email saying I had to do this and you have already, basically, approved it.* Ms. Brown stated, okay, but that's not really what I'm saying. *Mr. Salazar stated, okay.* Ms. Brown continued, what I'm saying is, let's say we get into this and I like 30 days, 45, that's fine but what I'm saying is the little details that we are putting into this document, how is, like the Food Service Director going to be able to tweak or modify hours or things like that within this document because we've been so specific. Can she just say, okay, I'm seeing that the traffic for breakfast, let's say, is more of a 9 to 10 or lunch for high school students is moving more, it's better to go with a 12 to 12 range or things like that. Have we married her to this to the point where she can't make those modifications because we voted on it. I don't mean to be picky but we are voting on hours and things that may tie our folks into things and they don't have the ability to make changes, am I wrong here? I'm thinking that. *Mr. Salazar interjected, and I, the only thing is I think there's some restrictions with Food Services and that's why.* **Ms. Laura Zelda Villarreal, Administrator for Food and Nutrition Department stated, those hours can be changed at any time, that's why I have between 10 and 2 that I can feed.** Ms. Brown stated, okay, so I just. *Mr. Salazar stated, she's got from 10 to 2.* Ms. Pena asked, should we add on the resolution where it says, it say, the Board further resolves to provide the meals to the students from Monday thru Friday, from 11:30 to 1:00, it says. *Mr. Salazar interjected, 10 to 2.* Ms. Pena stated, or as time, or as needed, or the hours may be flexible. *Mr. Salazar stated, that's fine, we don't need to specify a time.* Ms. Brown added, okay, I just

want to make sure we are not tying people into things they can't. Mr. Cowen interjected, Madame Chair. *Mr. Salazar interjected, we can just do Monday thru Friday.* Mr. Cowen interjected, Madame Chair. Ms. Brown interjected, Monday thru Friday, can we do that? Ms. Pena asked, should we remove the time to make sure that you have the flexibility? **Dr. Gutierrez stated, I think so.** Ms. Brown stated, I don't, I just want to be real careful that we don't. *Mr. Salazar stated, I understand.* Ms. Pena stated, that's a good idea. Mr. Cowen interjected, Madame Chair. Ms. Pena stated, yes, yes, Mr. Cowen. Mr. Cowen stated, we don't really need, the administration doesn't need approval from us and doesn't need a resolution dealing with the issue of the meals. Ms. Pena stated, so we remove the time from the resolution. Mr. Cowen stated, or time frame either, administration has the liberty to do that, eliminate that from the resolution cause they have to do it anyway and that way we don't have to limit, once we vote on it, it's going to be a strict time and, I mean, they know how to run the show, why don't we take that part out. Ms. Pena stated, we just draw a line through the time. *Mr. Salazar stated, that's fine.* Mr. Cowen stated, just leave that part out of the motion and eliminate that and it will give them. *Mr. Salazar interjected, that's fine, it will give much more flexibility.* Ms. Pena stated, it's not on there, you don't have to worry. Mr. Cowen stated, okay, good. Ms. Pena stated, it's not on there, we're in 2020. **Dr. Gutierrez stated, alright, vote on it.** Ms. Pena stated, okay, so Pat, the motion about the resolution, we are voting at this time, all those in favor of the resolution as we read it right now, with the additions, all those in favor, thank you, all those against, resolution passes unanimous. Thank you, moving on.

Motion made by Dr. Prisci Roca Tipton, seconded by Laura Perez Reyes, and unanimously carried to recommend approval of Resolution #020/19-20, inclusive of changing date to April 3, 2020; include emergency waiver of $500,000.00 state required minimum for procurement and gives the Superintendent up to $500,000.00 authority under specific resolution; and to provide meals for BISD students from Monday thru Friday at the 12 designated pickup locations. Students must be present when picking up meals as per Federal Guidelines. (6-0)

IX. CLOSED MEETING: as pursuant to the Texas Government Code Sections: 551.071, 551.072, 551.074, 551.082, and 551.084.: 2:45 p.m.

A. ATTORNEY CONSULTATION

1. Discussion with School/Board Attorney on Item(s) Exempted Under Attorney-client Privilege.

Dr. Rene Gutierrez, Superintendent of Schools stated, yes, if I, I just wanted to have, an item that I wanted to discuss in closed session in regards to personnel. Ms. Minerva Pena, Board President stated, yes. **Dr. Gutierrez continued, and just something that I need to discuss with the Board and Legal Counsel and then we can just come back out if the Board would.** Ms. Pena stated, okay. **Dr. Gutierrez stated, I'd like to go into closed session.** Ms. Pena asked, okay, we should be back quick right? This is. **Dr. Gutierrez stated, it's just.** Ms. Pena added, it will be quick, real quick so that everybody can leave, we will be right back, we will now convene in executive session.

X. BOARD RECONVENES - Board action on agenda items discussed in Executive Session. 3:00 p.m.

Ms. Minerva Pena, Board President stated, we are back from executive session, Mr. Cowen had to leave, Dr. Gutierrez. **Dr. Rene Gutierrez, Superintendent of Schools stated, yes, I guess if there is any other comments that the Board may want to talk about or go over the topics that we covered or if there is anything the Board also wants to give us more direction or discuss with us? You know it's open for discussion for any of the items before we close the meeting.** Ms. Pena stated, well thank you, let me

just go ahead and start by saying you have done an excellent job. You, I've talked to all of you, we are here to help you, support you and make sure that we do what is right, we want to tell the community out there, we are on top of this. Please, please, please, everyone, before you repost something that is negative or something that they said, we are going to do this, we are going to do that, please check, call us, we are getting calls, we are getting Messenger, we are getting Facebook, we are getting everything all night long. We are very conscientious of the concerns and the fear, one thing I have always told my kids, let fear be your counselor not your jailer. Let fear tell you what to do right, let it be your counselor to tell you what needs to be done to make sure you are okay and not paralyze you like you are in cell lock up where you can't move. We are going to get through this, it's tough, we've never been through something like this but we have a good group of people that are out there fighting for you and doing what is right and take a deep breath so we can all get through this together. Otherwise, your mind can heal you or hurt you and let's choose for our minds to heal us and get us forward. So thank you and I appreciate everyone for everything they have done, you've outdone yourselves and I am very, very proud to call myself a BISD product, Ms. Drue. Ms. Drue Brown, Board Member stated, there's no doubt this is an unprecedented time, it's called for a lot of bold action as well as extreme patience from all of us I'm in awe of the resolution, the Food Service efforts, the instructional support, the health care, the cleaning. It's obvious that an incredible amount of work, a comprehensive amount of work has taken place in a very short time. In my experience with the district, I have never seen an effort like this and I'm very impressed, you obviously have had the well-being of our students, our employees, our parents, the community in your heart and in your mind from the get go and it's obvious you had no spring break, that's for sure. I only want to urge that we frequently communicate with our stakeholders and that we communicate through social media, KBSD, our home page, school messenger, because that's very important. The amount of work you have done is just incredible, now we need to make sure that everybody knows that this is all out there for them that this team in this room, this Board, everybody here is doing their very, very best to deal with a fluid situation that changes by the hour. And I will say again, we, local leadership has the responsibility now, there has not been the state effort or the effort from TEA, from our governor, different entities, there just hasn't been that guidance. And so look what you guys have done, you have done just amazing work and you picked up the ball and you are obviously carrying it towards the finish line, I appreciate everything you are doing, thank you. **Dr. Gutierrez stated, thank you.** Ms. Pena stated, Ms. Prisci. Dr. Prisci Roca Tipton, Board Member stated, Dr. Gutierrez, I just want to commend you and your team for a very well laid out comprehensive plan during these challenging times, I commend you all. And also, just like Ms. Drue and like I had mentioned earlier, I just urge that the communication is key during these times, thank you. Ms. Laura Perez-Reyes, Board Member interjected, Dr. Gutierrez, I'm sorry, can you, can you recap on the flexibility that employees, the working employees will be able to have? **Dr. Gutierrez stated, okay, one of the things that we haven't covered is the, our central office staff. We are going to work with kind of having the same flexible hours that we have with the campuses also from central office. But also with a limited amount of staff members keeping it at 50 or less in our central office but we will have limited staff from central office as well as with the flexibility of the hours just like we are having it at the campuses.** Ms. Perez-Reyes stated, and though we want to give the principals the flexibility, the discretion to be able to select, we will remind them to be mindful as to who it is that is selected to bring in to work, you know, obviously, just the flexibility. **Dr. Gutierrez stated, yes.** Ms. Perez-Reyes continued, just the flexibility because I think that's, you know, the concern for everybody, you know, whether they are elderly employees or whether they have small children and we just want to be cognizant of that. And so I thank you, definitely echo my colleague's remarks, everybody has done an outstanding job, we wouldn't be the A district that we are if your heart were not in it you know and so we can all, we all recognize the work that you've put in. Not only during this time but all day every day, you know, so we can't thank you enough for that, definitely I think our families are going to feel at peace, they know that we actually, we have a plan, that you know, everybody has been

working, that we collaborate and I definitely want to thank my colleagues as well for being available and you know, just ready to be here and to serve. To serve the community to serve you guys, to serve the employees, we love what we do, it's definitely a priority to all of us so thank you everyone for your patience, for the work that you do, know that you are very much appreciated, thank you. Ms. Pena stated, Mr. Garcia. Mr. Eddie Garcia, Board Member stated, once again, thank you Dr. Gutierrez and the whole team, as you know, there were many rumors floating out there and we cannot work with those rumors, do not be misled by that misinformation out there. Hopefully by having this meeting everybody now has a better understanding, we cannot be, you know, targeting and being, trying to follow what is being posted out there. The information will be coming to you but we cannot feed any information that, you know, they are trying to get out. We will be available to you all, like we said, if we need to meet every week, we will be meeting every week, that's why we are here for. Our main priority, once again, it's our kids and that's what we are going to be looking forward to, our staff and again, we're the best choice, we are BISD. Ms. Pena asked, yes sir, Dr. Gutierrez, any announcements. **Dr. Gutierrez replied, no, I just want to take the time to thank the staff that is right here in front of us, all of these presentations.** Ms. Pena stated, thank you. **Dr. Gutierrez continued, and all the planning has been through a team effort, yes, they could have been, we are supposed to be on spring break but we are not because we are at work and we are here to serve our kids and serve our staff and I want to thank the entire staff cause this wasn't done alone. It was everybody's cooperation and team effort to put this plan together and to work with it and move forward and so I want to thank everyone for taking the time away from your break and being here the last couple of days and putting up with me for a while but our plan is going to be a good plan that is here to serve the kids and serve the staff during this crisis and we will get through. We will persevere, our kids and our staff know how to persevere and we are going to prove it again.** Ms. Pena stated, and also with the attorney consultation, discussion with the School Board Attorney, as discussed in executive session, Ms. Pat, as discussed in executive session and also the announcement is the Alumni Hall of Fame scheduled for August, I'm sorry, April the 2nd, 2020, has been cancelled. So the Alumni Hall of Fame dinner scheduled for April 2nd, 2020, has been cancelled, okay, so, yes. Mr. Garcia stated, and just one quick reminder, once again because you know, we got to remind parents out there, please have your children present when you are out there going to go get your meals, please, these are guidelines that we must follow, it's not something from BISD, it's not something from nutrition, you know, local stuff, these are national guidelines so kids need to be present. Ms. Pena asked, yes, can I have a motion for the executive session as discussed in executive session? Mr. Garcia stated, I make a motion. Ms. Pena asked, can I have a second? Ms. Perez-Reyes stated, second. Ms. Pena stated, all those in favor, those against, thank you and with that said everyone, thank you and please keep this country in your prayers, that this virus is gone as quickly as it came in and we continue to be blessed under God, thank you everyone, meeting adjourned.

Motion made by Eddie Garcia, seconded Laura Perez Reyes, and unanimously carried to recommend approval, as discussed in executive session, regarding personnel item presented by Baltazar Salazar, Board Attorney. (6-0)

XI. Announcement(s):

A. The Alumni Hall of Fame Dinner scheduled for April 2, 2020 has been cancelled.

XII. Adjournment.

Motion made by Eddie Garcia, seconded by Laura Perez Reyes and unanimously carried to recommend approval to adjourn the Emergency Called Board Meeting of March 18, 2020 at 3:05 p.m. (6-0)

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

(HANDOUTS ADDED TO OFFICIAL MINUTES)

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

Approved by: _____ _____
Minerva Pena, President of the Board **Date**

Attested by: _____ _____
Dr. Prisci Roca Tipton, Secretary of the Board **Date**

Notes: Font style designation

Board of Trustees
Administration
Board Attorney
Staff Attorney
Speaker/Presenter

(Minutes presented at Regular Board Meeting held on October 6, 2020)

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
March 18, 2020
Resolution #020/19-20
COVID-19 (State and National Emergency)

TO COMPENSATE EMPLOYEES DUE TO DISTRICT CLOSURE

Whereas, the recent COVID-19 virus resulted in the closure of the Brownsville ISD on March 23, 2020 up to a maximum of 45 days ~~March 23, 2020~~ **(April 3, 2020)**, and possibly for a longer period of time, for the safety of students and staff; and

Whereas, the District followed the recommendation of Dr. René Gutiérrez, and closed the campuses of the Brownsville ISD; and

Whereas, Brownsville ISD closed the campuses because it must act in the best interest of, and for the safety of, its students and staff; and

Whereas, through circumstances completely beyond their control, most Brownsville ISD employees are forced to miss work days because the school district was closed; and

Whereas, there is a public purpose served and a benefit to the Brownsville ISD to demonstrate support of its employees, enhance employee morale and support the retention of employees;

Whereas, some Brownsville ISD employees' work schedules will be affected by these closures; and

Whereas, this resolution is not meant to excuse the failure to report to duty on these days by any employees who were instructed by the administration to do so or who are required by contract or job description to report for duty, and who are emergency services personnel or whose presence is necessary to provide for the safety and well-being of the general public;

Now therefore, be it resolved by the Board that:

1. All of the above referenced paragraphs are incorporated into and made a part of this resolution; and

2. The Board determines that none of the days missed due to school district closure during the COVID-19 virus will be made up by the Brownsville ISD employees through either instruction of students or performance of other duties unless required by TEA; and

3. The Board finds a public purpose and benefit to the Brownsville ISD to excuse and/or forgive the absences by BISD employees due to school district closure during the recent COVID-19 virus, and that payments for such days are necessary in the conduct of the public schools as provided by Texas Education Code Section 45.105(c); and

4. The Board hereby authorizes the Superintendent of Schools to excuse the days of absence of BISD employees for school district closure necessitated by the COVID-19 virus, and to pay all employees full compensation for these days; and

5. The Board also hereby authorizes and ratifies the decision of the Superintendent of Schools to compensate employees who came to work during the district closure and performed extra duties with additional compensation in the amount of one-half of their hourly wage for all time actually worked while the District is closed .

6. **This resolution includes the emergency waiver of the $50,000.00 state required minimum for procurement and gives the Superintendent up to $500,000.00 authority under this specific resolution.**

7. **The Board further resolves to provide meals for BISD students from Monday thru Friday at the 12 designated pickup locations. Students must be present when picking up meals as per Federal Guidelines.**

Approved this 18th day of March, 2020.

By: Minerva M Peña
Board President

Attest: Prisci Roca Liptor
Board Secretary

STATE OF TEXAS **(Minutes conducted via electronic voting)**

COUNTY OF CAMERON

BE IT REMEMBERED, that on the **7th day of April, 2020**, the Board of Trustees of the Brownsville Independent School District met in a **Regular Board Meeting** at the Administration Building, 1900 Price Road, Brownsville, Texas, for the purpose of transacting any and all business that came before the Board and with the following to wit:

PRESENT:

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

ABSENT:

Dr. Sylvia P. Atkinson	Member

ALSO PRESENT:

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

ALSO ABSENT:
None

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

I. Meeting called to order by Ms. Minerva Pena, Board President at 1:00 p.m.

II. Moment of Silence led by Ms. Minerva Pena, Board President.

III. Pledge of Allegiance led by Dr. Prisci Roca Tipton, Board Member.

IV. Roll Call. Ms. Minerva Pena, Board President announced that all Board Members were present.

V. Recommend approving the agenda of the **Regular Board Meeting of April 7, 2020** with any corrections/deletions.

Motion made by Dr. Prisci Roca Tipton, seconded by Eddie Garcia, and unanimously carried to recommend approving the agenda of the Regular Board Meeting of April 7, 2020 with no corrections as stated by administration. (6-0)

VI. Superintendent's Report: * SB1566
A. Conference Presentations:

1. Presentation of Addenda to be included in Probationary, Term Chapter 21 and Non-Chapter 21 contracts.

Dr. Rene Gutierrez, Superintendent of Schools stated, okay, so we have Dr. Trevino who is going to present on information items on this. These are information items at this time, if we consider them, we could bring them back later on at a Board meeting but for now they are just going to be an information item for the Board. Okay, so Dr. Trevino, if you will please just present only what is an information item for this Board meeting. Ms. Minerva Pena, Board President asked, real quick if I may just interject, so information item means this is not an item that is gonna take effect at this point in time, this is just a presentation? **Dr. Gutierrez replied, that's correct.** Ms. Pena continued, so it will not be taking effect in this school year? **Dr. Gutierrez stated, no, not at this time because we are not taking any action, it's only an information item.** Ms. Pena stated, okay, so just to make sure that the audience knows, it's a presentation, it's not something that is gonna be taking effect at this point in time. **Dr. Gutierrez stated, correct.** Ms. Pena stated, thank you, I appreciate, yeah, thank you. **Dr. Anysia Trevino, Deputy Superintendent for Curriculum & Instruction asked, may I proceed, I'm not sure? Dr. Gutierrez stated, yes, but I am just counting how many are in the room just to leave it at 10, so that's 2, 4, 6, 8, 9, 11 of us, Dr. Cantu, if you could wait in the lobby and then when you present it will be Mr. Salazar that would step out because you have a presentation with Dr. Trevino as well and that will be right after Dr. Trevino's presentation. Dr. Cantu, stay and that way Mr. Salazar.** Ms. Pena stated, Mr. Salazar will step out at this point, are you okay with that Mr. Salazar. *Mr. Baltazar Salazar, Legal Counsel stated, (inaudible).* Ms. Pena stated, okay, never mind, never mind, have a seat, my apologies, I forgot about the contracts, thank you. **Dr. Gutierrez asked is the mich on? Dr. Trevino replied, yes sir, okay, and so if I may, I want to say thank you all so much for the opportunity. Like Dr. Gutierrez mentioned, this is not for any action as all, but TASB is looking at and recommending to districts to make addendums to contracts for teachers. And so we are looking at 3 addendums, one being the digital learning, with everything happening right now with Covid-19 and just the fact that TEA is promoting for schools to start doing more blended learning where they would be a doing a little bit of on line like colleges, you know, and a little bit of face to face and a combination of. So they are recommending that districts start putting an addendum in the contract so teachers know that if we are closed but instructing, that they recognize that they also have an obligation to continue to provide instruction for our students. So there is a digital one, there is one on retire/rehire and I know that we don't have a lot of retire/rehired teachers but we do have some and so they are very specific on the areas of need that they have identified such as Special Ed, Mathematics, I'm trying to think, Bilingual, ESL, obviously that that is an area of need. Under Career and Technology, the Business Application and the Technology Computer Science are very, very hard to find so then specifically identified the retire/rehire areas of content that they are looking at because they recognize as a state, we have a need for. And so of course, that retire/rehire is not necessarily the first ones that we look at but really the last ones. It is a new law under House Bill 89 that all teachers that are serving EL students and bilingual students students are certified. If we have teachers that are not, then we have an obligation to submit a waiver. For the past 2 years, they have approved that waiver, if in fact, for the 2020-21 school year we have teachers that are serving students that are not, or that are serving EL**

students or bilingual students and are not certified, the Board would need to approve a waiver to TEA and let's hope that TEA would approve that. For the past 2 years, BISD and all the districts throughout the state have had to, if they are not complying with House Bill 89, we will have to put 10% of our bilingual funds toward professional development and not necessarily for instructional materials for students or for students but for professional development completely okay. And so we have done that for the past 2 years, 10% of the bilingual funds have gone to this. We have approximately 15 thousand bilingual students in the district, of those, I want to say, let me see to be exactly correct, we have 136 of our teachers that are not bilingually certified or ESL certified that were serving EL students. This past year, we had, I want to say, let me look real quick, we had 1,322 students that were bilingual or ESL that were not served by a teacher that's ESL or bilingual, so 1,322. Now we have approximately elementary teachers, 66, now, with elementary it's a little easier because we can spread those teachers and they are doing a wonderful job, the principal can work with them and they don't necessarily have bilingual students in their classroom so we can try to work with that, that's not a problem. The issue is the high school, of those 1,322, 1,059 were at secondary because it's harder to work with at the secondary level when we have 15 English teachers and all but 8 of them are certified. So these 8 teachers get the bulk, or all of the EL students and the others not one. And so the law is saying, every teacher that's an English teacher or an elementary, a self-contained teacher and in middle school also, if they are teaching English or Writing, they have to be certified in ESL. So these particular teachers are not and like I said, the problem is primarily more at the high schools. We are working with the teachers for the past 2 years, please know that the district has invested, last year, they invested, you all invested 85,225 dollars in professional development for elementary teachers to get certified, including paying substitutes for them to get the trainings or to go get tested. And then this past year we had already invested 52,200 dollars, we have obviously, the year cut short with the teachers not coming in but the district has done everything that they could to support the teachers with professional development so they can take these assessments, paying for the assessment, paying for their certificate, paying for the substitute, even going as far as paying for the mileage to get from their home to get to the testing site. That is above and beyond any district that I am aware of and all the work that has been done at BISD to support the teachers. We are still short and by law, we have to ensure that our students that are EL's have the teacher that has that certificate. Whether they have the certificate or not, the state requires it so know that at least, if we could get support for this coming year, to at least the new teachers coming in, so we could minimize the efforts of those that are the few that are certified because they are getting the bulk of it. So I'm sorry if I took a long time explaining that but I think that BISD and the Bilingual Department along with HR is trying really hard to get all the teachers to meet the state requirement and we just ask for that particular support with those 3 addendums it's not just one but I know that that's probably the one that has gotten the most attention. But it's on digital learning, retire/rehire as well as the Bilingual Ed, at least for the new ones coming in, thank you very much. Ms. Pena asked, do we have any questions? Ms. Drue Brown, Board Member asked, okay, Dr. Trevino, so 10% of our bilingual budget, how much would that be? **Dr. Trevino replied, this past year Ms. Brown, it was over 800 thousand.** Ms. Brown stated, okay, when we have been hearing from folks, they are talking about math teachers, special ed teachers and things like that,

are all districts requiring that of those folks if they serve this populations of children? **Dr. Trevino stated, that's a very good question, that's an excellent question, no, it's just the English teachers and elementary, the self-contained, obviously, and yes, special ed, only if they are the teacher of record. So for example, an inclusion teacher, no, now, our self-contained that are for example, severe and profound, those kids will never exit the bilingual program because they don't have the knowledge or the skills necessarily to pass it. We are meeting with teachers and parents to see if we or they are interested in exiting them because they are non-verbal. But we have also worked with Ms. Lippa really, really well and so because special ed is an area of need, statewide as well, so what we are doing with that Ms. Brown, and we do have la lot of special education teachers that are not and they are in units so they are the teacher of record, we do send a teacher that is ESL for at least 45 minutes in the classrooms to service the kids and we can be in compliance. So with special ed we are trying really, really hard because we can't find enough special ed teachers, much less special ed and bilingual. That's like a high commodity and we would certainly, you know, they are very, very marketable. But not the math, not the EI, social studies, science and not the other contents. If we were a different kind of district that we would have self-contained kind of pull outs, then all the teachers would need to be but we are not. We are telling TEA, otherwise, all the teachers in the district would have to be. We are saying, we will service them at least in English so at least the English teachers we don't have a choice.** Ms. Brown asked, okay, how many of our teachers, right now, have this certification, do you have a ball park number? **Dr. Trevino replied, all the others do, all the elementary, we have all of them except 66, in middle school we have 31 and in high school 39, but you see how those 39 impact a thousand plus kids, our issue is mostly at the high school. And also, sometimes, like right now, these are our numbers, but if an elementary teacher or a principal decides I'm gonna move this teacher and now, you know, sometimes, well, no, now I need this one to be ESL. So this past year, 136 were not so we asked for a waiver and you all approved it and the state approved it but you know, we don't know how long we are going to keep it for because they did pass this law 2 years ago.** Ms. Brown stated, so it sounds like you are having to shuffle and kind of strategically try to place these teachers. Where do we stand in terms of other school districts in the valley in terms of how many of our teachers are certified? **Dr. Trevino stated, I can't tell you those numbers but I know that in some districts they are at 100% with these teachers.** Ms. Brown asked, did they offer? **Dr. Trevino stated, same kind of thing.** Ms. Brown continued, they did the same kind of thing we did? **Dr. Trevino added, with the exception of the mileage, that's why this, the mileage part is very unique and they did not pay, when the teacher was absent, they took a day, here, we did not, you know, we gave them the day to test, in other districts they did not. The things that we are finding, to be perfectly honest, is that the teachers that did comply feel like, well, I am being punished because I get the EL students and the other teacher didn't and some haven't even attempted to test and that's where its hard as a district to tell them thank you for testing, we appreciate it, but unfortunately because we don't have enough teachers, you know, that's the part that you know, we are very appreciative. You know and there's some teachers, to be very honest, they did try it, two times, three times and we are very grateful but they still can't service them but we are appreciative and we know that they have made the conservative effort you know. And that's why at least with the new teachers coming in we could at least serve our kids a little better.** Ms. Brown stated, I actually have my ESL endorsement, many

years ago the school district paid for us but at that point we had to take graduate school hours and the district paid for us to get them. And we had to have 12, I think it was 12 graduate hours to get our ESL endorsement in those days, I think it's important but I do feel uncomfortable with putting it in the contract when we have already approved contracts and now we are putting that into the contract, I'm having a little bit of difficulty with that. And I'm hoping that we can work out something or at least just go with new teachers, okay, that's all. Ms. Pena stated, Dr. Tipton. Dr. Prisci Roca Tipton, Board Member stated, yes, I understand that this is for presentation only but my question is, is this with the intent that we will highly support and encourage teachers for this school year and if so, are we going to submit a new waiver? **Dr. Trevino stated, absolutely, we are continuing to encourage and support teachers as much as we can. If we are still in this predicament, which I can only conclude that yes we will still be serving some of our EL's with teachers that are not, we would need to apply for a waiver, yes maam.** Dr. Tipton stated, and then my second question is, so the new teachers will have this particular criterion in their contract? **Dr. Trevino stated, we would like that support in a future meeting.** Dr. Tipton stated, thank you. Ms. Pena stated, Mr. Cowen. Mr. Philip Cowen, Board Member stated, yes, let me take this off, I can't hear myself with this, I've seen this coming, can you hear me? Ms. Pena asked, is it on? **Dr. Trevino stated, no sir.** Mr. Cowen continued, I guess this is the one, I've seen this coming causing a great deal of distress to a lot of our teachers. I know if my own situation, my wife essentially has been told by other teachers she's gonna lose her job at the end of the year or next year and she is ESL certified, it's on her certificate, I walk into her office at the house and it says ESL certified. So I don't know why she is being forced to go take classes. She did go to the Bilingual Department, took a class and for some reason, the people there who didn't speak Spanish, you know, went to a program of total emersion. The class was totally in Spanish, not one person assisted anybody, you couldn't speak Spanish to help and everybody who couldn't speak Spanish when they got there quit. I heard of another instance where 50 teachers went and took the course and went through it, took the test and all 50 failed. So I don't, you know, Dr. Gutierrez mentioned to me that up north, they tested very easily, the way they grade, if a teacher can say, yo quiero taco bell, you know, they get their certification. Our teachers have to learn to read Don Quijote de la Mancha part I and II. Lopez de Vega, Calderon de la Barca and Ruben Dario, I mean. What are we doing to our teachers? You know, there has to be some kind of justice in the way we are handling it and you know I am really totally disappointed with the state shoving this down our throat but I'm not sure if how we are handling this is correct. And so what I would like from you, if you would give us, if we can get down, if push comes to shove here, is that we work on two budgets, one budget where we get the money, I understand this is for dual language learning, okay, only, that's the issue, unless I'm wrong, that is what I understand. And then how, the impact this would have if we say we are just not going to go along with it you now? How much are you going to take out of the budget and who is going to lose their job, thank you? **Dr. Gutierrez interjected, the only thing I can say about, it's all going to be based on how long TEA can give us those waivers. We've been applying, we've been fortunate that we've gotten the waivers, obviously we have to set aside those, the 10% of the budget now for, instead of going for instructional materials into the classroom, it has to go to training. But who knows how long TEA is going to continue granting waivers and then enforcing it more to make it a requirement, period. We have gotten two waivers, applying for a third one, we will continue to do that but that's why we have this information item because at some point they can also not give us a waiver and grant**

us a waiver, rather, and then we need to be prepared for that too, just in case. Mr. Cowen stated, but what I'm asking is what are the fiscal implications of just saying, we are not gonna do it, are we gonna shut the whole school system down or is it going to be a portion of it, what's gonna happen? **Dr. Gutierrez stated, I don't now, it would depend on what TEA wants to do.** Mr. Cowen continued, okay, because I think we need to look at that, I mean, just, and we need to think about, you know, working on taking legal action against the state because. I don't want to get into the parameters, it's just one of those things where sometimes I think the state has this attitude, no matter what you do, we are never going to let you succeed you know, and I see that with some of our teachers here, we are just never going to let you, you are never going to be good enough you know, you are not going to speak Spanish well enough, you are never going to do this or that. And you know, to me its sick. Ms. Pena stated, and if I can interject and agree with you Mr. Cowen, I don't think the waivers are ever going to stop sir but they will end up in court because they don't do it to any other culture but the Spanish speaking culture, not to mention the test. I go back to the test at DPS for us to get credit for speaking Spanish and we took the test, the test was Peruvian Spanish, I don't speak that language and when you try to decipher what they were saying, it was totally different from the Spanish language because it's different. And I see what you are saying because it depends on what part of the language you are using to test in an area is how those people are going to respond. I don't think a waiver is going to go away because you are going to open a huge, I really believe this, a huge lawsuit cause its only being targeted to Spanish speaking. People that come from other foreign countries and don't speak the language don't get into that part. So it's something right now that if we can get the waiver lets go for the waiver and not make it bigger than it is and go with it and if we get it fine, if the day we don't get it then we see what else we need to do. But let's not try to get ahead of ourselves and say, you know what, one day they are not going to be breathing anymore, so let's not do that, let's make sure that we do what we can to help our teachers succeed, right now they are having a very difficult job, they are working really hard to get these students to answer their phones and answer the texts and answer the emails, they are working 150%, not 110. So let's not make it any more difficult than it is cause I always say this, when you promote up the ladder to administration, never disconnect with the front line, the classroom cause you remember how that was. It is an awesome thing but it is difficult, Mr. Garcia, thank you. Mr. Eddie Garcia, Board Member stated, yes, regarding the bilingual exam, you know, is that exam going to be in Spanish only and the reason why I am asking that is because my wife if bilingual certified but yet she had a Korean, she's had a Vietnamese and yet unfortunately, she never got any assistance with those students. She herself went out there and by the use of her cell phone, she went out there and got her own Korean dictionary, her own Vietnamese dictionary and let me tell you, those kids are resilient, they were amazing. When they left that classroom, I mean they were speaking English. So that's my only concern regarding bilingual and the other thing too is, on the contract addendum, does it specify ESL as well or is it just Bilingual? **Dr. Trevino stated, it would have both sir, bilingual/ESL.** Mr. Garcia stated, okay. **Dr. Gutierrez stated, to answer your question, go ahead. Dr. Trevino added, no, no, I was just going to say that assessment that the teachers have to take, their Texas exam is the same anywhere in the state. It is not that the teachers in the valley get a different test than those in up north. The ESL test, my personal opinion, is easier than the bilingual, I don't know that I would pass the bilingual myself because the, you know, you have to speak it, you know, as part of the assessment and so it is a more difficult test and sometimes the teachers pass the**

content but not that, the oral part of it. The test is in English, the written part of it, but they do need to be able to communicate, the bilingual one which is the lower grade endorsement. Ms. Pena asked, do we know what actual language they are speaking in the verbal part? **Dr. Trevino replied, its Spanish.** Ms. Pena continued, yeah, but from where because like I said, at DPS, we found out its Spanish but it was coming from Peru and the diction is totally different, the dialect is way different so we were being tested and in the parts that we failed, we asked, what does it mean and let me give you an example, they said, dime que clase de elemento tienes en tu comunidad and I'm like, well, element and I answered wrong and I said, well, what does it mean? Oh, element quiere decir criminales. Oh, I didn't know that, then I asked where she was from and where the language was from and it was from Peru. I go, well, how fair is that, but you know what, we still passed but what we missed, we wanted to know why. So I want to make sure, like what you said, the part they are failing is the oral, where is it, how do they prepare for something like that if they are not used to speaking that language on a daily basis when in fact we speak Spanish all day long**. Dr. Trevino stated, and we have had professional development sessions, last year we had 52, this year we had already done 26, 25 were postponed because of all this but I know for a fact that we even had the creator of the assessment was just coming in and starting to work with some of these teachers that have taken it multiple times so she could help.** Ms. Pena stated, okay. **Dr. Trevino added, so professional development is being offered, like I said, last year, 52 sessions and some of those had very few attendees and this year 26 took place, 25 were stopped because of all this.** Ms. Pena stated, thank you, Mr. Garcia. Mr. Garcia stated, yes, so then, the contracts, the addendum is not for all teachers, is it only for the ESL/bilingual teachers (inaudible)? **Dr. Trevino stated, and would be for new only.** Mr. Garcia added, for new only and those that are. **Dr. Trevino interjected, that are required to have it.** Mr. Garcia stated, so it's not all teachers (inaudible)? **Dr. Trevino stated, correct.** Ms. Pena stated, but we are not doing that. **Dr. Trevino interjected, right, right, no action right now.** Ms. Pena continued, this is not going to take place this year, no, in the future. Mr. Garcia added, just to clarify, it's not all teachers cause there is that fear that it's all teachers. **Dr. Trevino stated, no, absolutely not, correct.** Mr. Garcia stated, okay. Ms. Pena stated, yes, Ms. Brown. Ms. Brown stated, well, okay, I'm completely confused now, okay, isn't this all about something that we are asking teachers to do to better serve our students right? Serve a population of students, that's what this was all about. **Dr. Trevino stated, correct.** Ms. Brown continued, and it is the same test for all, right? **Dr. Trevino stated, correct.** Ms. Brown stated, I'm not a fan of filing a law suit or anything like that, I think it's just a question of offering the training, trying to help our people get better. I've been in situations where I've seen the teachers that have a certification are having to do more because others didn't get the certification, I've seen that myself, that's a little difficult but I'm in favor of doing it for new teachers because it looks like that's the way this state is headed. If it's the same test for everyone in the state and if it's designed, hopefully designed to help our students, I mean, I don't think it's a giant conspiracy or anything. I think it's just an opportunity to see if we can better serve a population of students, is that correct? **Dr. Trevino stated, absolutely.** Ms. Brown stated, okay. Ms. Pena stated, if I'm not mistaken sir, we had already put that, somebody help me that's been here for a while, someone had already put that into the contract for new teachers, that they were going to be required. I remember that with a previous superintendent, that they were going to put that in the contract, that they be required to be bilingual certified. And one quick question that I have is, you mention high school, with the high school we have an issue and here is my question,

you said there is a district that is at 100%, what district is that, of bilingual? **Dr. Trevino stated, my previous district had 100%.** Ms. Pena stated, okay, and which is that? **Dr. Trevino stated, La Joya.** Ms. Pena stated, okay, thank you, good to hear that there is somebody at 100%. My question is, the issue that I have and I have had it all my life, you see, I'm American born, Mexican culture and so my heritage is everything in the Mexican culture cause that's how I was raised. My concern is we had children that went into a bilingual education at kindergarten and yet they go all the way through high school and they are still bilingual. When do we exit them out and please forgive me, I think it's a disservice not to exit them out and get them be able to have the proper diction in the English language and feel comfortable. So if you have somebody in high school, cause we rarely have anyone come in from Mexico go straight into high school, so when do we exit them out or what is the practice on that, do you know? **Dr. Trevino stated, so that is working with our bilingual program, right, not necessarily certification, but the program that we have here in BISD is early exit. So the goal is to exit them out by second, by second or third grade even and so a lot of instruction is given to them in English to exit them out early enough. Now, now you will have kids that don't meet the criteria to exit and that's where you get your TELPAS assessments and your STAR assessments that students need to pass in order to show proficiency. So that's why we try to exit them before they get to the STAR. So you want to exist by 1st or second, meeting the criteria to exit that we have established and the state has established. We are following exit criteria that TEA has identified, okay, the child has now met proficiency in the second language so we can exit them out. And then we monitor them for 2 years after that so if they exit the bilingual program in second grade, for the next couple of years they are monitored to give them that support so we know that they are not failing or falling behind.** Ms. Pena stated, thank you, Mr. Cowen. Mr. Cowen stated, yes, I'm still trying to reconcile what you are saying with what I have seen and I just haven't seen what you are saying. Getting to Ms. Pena's point about exiting, I was on the School Board when bilingual first came in and it was not accepted by Brownsville, you know, peoples said, let them sink or swim you know. Everybody else did it you know, my parents did it, I did it, everybody said, let's go do it and you know, if may sound cruel or whatever but that's what people say, we are in America, lets speak English as fast as possible. It took a while to get people to accept the bilingual program here in Brownsville, maybe not in La Joya but here in Brownsville. And so kind of the compromise was its 2 years, you would come in and in 2 years you had to exit, maybe some support but using Spanish to learn English straight and I don't know if we are still doing that, maybe you can? **Dr. Trevino stated, I'm sure maybe in a future meeting present the bilingual program that we have here in BISD but I can assure you and I've shared with Dr. Gutierrez, all the lower grades, all the classrooms that I've visited in elementary, and they have been hundreds, I think I heard bilingual in 2 classrooms sir and that's it and it was a little bit of bilingual, it was not full blown, I am going to do a whole lesson. They were just using cognates to get the child to understand the material.** Mr. Cowen interjected, but aren't we succeeding, I mean, we are an A district? **Dr. Trevino stated, absolutely.** Mr. Cowen added, we are not flunking our kids are just great, they are doing something so we are not doing anything wrong. **Dr. Trevino stated, right, that's not in question, that's why I'm saying the bilingual program, we have a program, its early exit but I'm not denying that what we are doing is working.** Mr. Cowen stated, well okay, and this was before you came here we were succeeding, you are here now, we are continuing to succeed so we are doing something good. What I had heard in terms of the content of these tests being

the same everywhere and maybe dealing with content, cause you are reading a word, you have cognates from English, you can go to Spanish and figure it out, but it's the oral part where people are getting killed. Okay, but somehow or another, despite the fact of being able to speak with facility, you know, the learning is taking place in the classroom where the teacher doesn't quite speak Spanish the way, you know, the king of Spain does or something like that, it is working. There is something and I'm not sure if you are aware of this, there is a test you can give people to see how good they are at learning language. I took that when I went into the service that had 40 questions and I got 39 right and the only reason I didn't get the last one right is I didn't answer the question. My son took the same test and it was 125 questions, he got 119 right and the only reason he didn't get the last 6 was because he didn't do the last 6. It's a question of how well you learn languages and you might, you know, want to test people, you give them a test like that, it's a fake language is what it is and they have to go ahead and apply the grammar. So concentrate on people who are good language learners because it's a skill, I can tell you this, I mean, I've been in different countries, picked up the language and in a month I am actually talking to people. You know, but not everybody can do it, not everybody has that skill, most bilingual have the skill. Another thing I wanted to point out, this community is one of the true bilingual communities in the world, there's not a lot of bilingual communities with 200, 300 thousand people, here people are truly bilingual. You see that in Strasburg France, on the German side they don't speak French but on the French side they speak German, some places in Belgium, places in Russia, this is a truly bilingual community. And I don't think any, the state and this law here is really taking that into consideration with what we have here because we are true. We have novelist who have written in English and Spanish, poets who write in English and Spanish, we have people writing books in both languages here. You know, we are a high level culture here**. Dr. Trevino stated, yeah, it's just that House Bill 89 is just requiring that the teachers that are servicing.** Mr. Cowen interjected, well I understand but what I wanted to know is if we say, look, Brownsville is a community that says we don't want to do this, I want to know the consequences so we can make a decision whether we do this or not. **Dr. Trevino stated, yes sir, thank you.** Ms. Pena stated, and I guess House Bill 89 then, what the community needs to do is talk to the Representatives and the Senators they are the ones that put that in there. So if you want to speak something, you go to the top. Because I agree with Mr. Cowen, we are an A district, and we are doing well, every time we do something that really shatters our teacher's minds, the mentality to do the work, some are perfect, its real easy to sit back here and tell them, yeah, go do it, its real easy to get promote all the way to the top and forget what it's like in the front, I never disconnect. That's what my father taught me, never disconnect from the front line cause they are the ones that have you where you are at because without the front line none of us are needed. So I see what you are saying and maybe the Senators and Representatives are the ones that need to go and maybe have a little chat and say what are you doing, why are you mandating something when the English language is the language of this land and please forgive me, I've seen kids that went through BISD from Kinder to 12 and are not confident in the English language cause they say they were never really asked to speak it and that's on us. And I remember cause I worked with them in the state of Texas when they would come in and so that's kind of where I am at with it, Ms. Laura. Ms. Laura Perez-Reyes, Board Member asked, Ms. Pena, briefly, I just wanted to ask you, I know you mentioned already about the professional development but I wanted to ask you what exactly, what our efforts are in helping encourage and support teachers to seek the certification? **Dr. Trevino replied, and so aside from the staff development and all the**

incentives, a place for them to take and feel comfortable, we have created cohorts so they can kind of study together and work together and go through the whole, a few Saturdays together or after school, whatever the case may be. We also bought them all the books and resources to study so it was not just, go send a person. Ms. Perez-Reyes interjected, and it's not at their expense. **Dr. Trevino stated, right, no, not at their expense so BISD, through those 800 thousand dollars, we are paying the resources that they need to study and we are providing the staff development like I said, we are looking at the teachers that have taken it multiple times to kind of support them a little more and that's where the author of the test itself was coming in to train them herself so we even went that far. Myself, the Bilingual Director, the HR Administrator also went to each school that had a large number to talk to the principal to see how we can encourage the teachers that haven't tested or have just tested a few times. Because honestly, we don't want them to test just to test, because after 5 attempts, if they haven't passed it they are done, they have to put in an appeal to test again so it's not like in the past where they could test 20 times. Now, after 5 attempts, you know, you are done.** Ms. Perez-Reyes asked, so what are the incentives or stipends? **Dr. Trevino stated, well we pay, they also get a stipend, if you are serving bilingual students, you all in the past have approved a 55 dollar per student that they are serving. So with a maximum of 1,200, so you provide a stipend. Now for teachers, this year, because teachers have worked really hard to get it, the proposed that they are going to get on the compensation plan is 70 dollars for every student that they are serving that's bilingual and with a cap also, I think of 1,400 or 1,475, somewhere there. So we are trying to get teachers to say, you know what, you got it, but we are going to also, because you are serving these kids, reward you. But they have to be certified, if a teacher is not and because a principal does not have enough room in the schedule not to have this particular serve them, that teacher won't get the incentive as far as the stipend, so stipends are given. The fact that the BISD also pays for their certification, the first time is a little pricier than the renewal every 5 years so they don't even have to put it in their credit card, we do it here through the district credit card when we are enrolling them to take the test. Once they pass it they need to say here it is, we go on line, we pay for their certification. So those, I mean, paying for mileage for the to go, that is like wow, they are not even counted absent on the day that they are testing. So a lot of that support, the resources, if we have to go deliver the books to them, we will go deliver to their school. Like I've said, we have done visits ourselves, I've met with teachers to encourage them to sign up just so they realize it's not something negative, it's actually, they are more marketable and not that we want them to leave BISD because we don't and they may not even teach a single word of Spanish but the state is requiring that paper saying that they have the credentials to service these students.** Ms. Perez-Reyes stated, thank you, I just wanted to make sure that, you know, we are providing our support, that we are being a support system for them. **Dr. Trevino stated, every way we possibly can.** Ms. Perez-Reyes stated, also, the last time and I know that you are fairly new to BISD right, but do you know when teachers first got notice of this, that we should start, you know? **Dr. Trevino stated, two years ago maam, this is going to be the third**. Ms. Perez-Reyes stated, okay. **Dr. Trevino added, this is not something that was just thrown at them recently, we, for the last two years, professional development has been given, support, you know, whatever we need to provide them.** Ms. Perez-Reyes stated, so we knew this was coming, obviously, I think that this was probably the worse time to place something like

this on the agenda because of the obvious crisis that we are enduring right now, it's been a lot of added stress but I do think that's it's important that everybody be mindful that this isn't just something that just came up yesterday or during this crisis. I mean, everybody had at least two years notice, obviously this is not something that we can evade, I think we all be responsible and be wanting to serve our students better and the more teachers that can be certified the better. I think that we need to make sure that if we can even increase 70 dollars that that's something that we do because we want to be of better service to our population, thank you. Mr. Cowen interjected, Madame Chair, I wanted to ask Ms. Brown a question if I could. When you took your certification, the ESL certification, were you given a Spanish literacy test? Ms. Brown stated, no because it was English as a second language but I, most of it was about theory and application and things, but I did take an exit test through the state. Mr. Cowen continued, no, but on this, what we are doing now over here, the problem teachers are having is they give them, essentially, a Spanish literacy test. Ms. Brown interjected, in the ESL portion, I thought that was just in the bilingual portion? Mr. Cowen stated, well, I don't know, my wife is ESL certified and they are telling her she has to go get it so. Ms. Brown stated, I think it's the bilingual portion, yeah, that has the Spanish language. Mr. Cowen stated, no, but she had one child that was English language learner in the classroom, they wanted her to have these bilingual certifications Spanish level just to have one. That's what I'm trying to reconcile, that's why I can't, I don't understand, there's a disconnect. Ms. Brown echoed, disconnect. Mr. Cowen continued, anyway, between what you are saying and what I see but go ahead, I just wanted to know how it worked with you. Ms. Brown stated, Ms. Pena, okay, look, I agree with Mr. Cowen, sometimes it's hard to understand the ways of the state, right, I think we can all agree that sometimes things are put, mandates are put forward that over the years we don't always understand but it is a mandate, I do like the idea that we could pay 70 dollars, if that is a possibility. What I want to know is Dr. Gutierrez, what are you recommending? **Dr. Gutierrez stated, thank you Ms. Brown and as you can see, this is an issue that has been going over in every district, discussions, and I am glad we are having this discussion with the Board and I hope everybody is watching how critical it is to have our teachers certified in ESL and bilingual because that's the majority of our population. But also the fact is if we want to change things the way they are because we feel we are not being fair it's like what Ms. Pena said, you know, we need to address the Legislators when they go to the next session because this has gotten more difficult for teachers over time. It used to be that they could take over 12 hours of college, take the exam and it was very doable. But the state has been very strict now and has made it very rigorous, if you will, to get that certification. Now, but given the circumstances we are in now, I would like to recommend, moving forward, that number one, in our compensation plan we increase the 55 to 70 dollars per child they serve and number two is, moving forward, so that hopefully one day, we could have 100%, as new teachers are coming in, that we expect them to have the bilingual certificate or the ESL certification for any new employees coming in because that way you know the expectation ahead of time. And we will continue asking for waivers because if I am not mistaken, it only takes one teacher in the entire district, only one teacher in the entire district not to have their certificate for us to ask for a waiver. Now, what will happen? The only thing that could happen from TEA is that we could get an accreditation visit. And perhaps districts could start, they would be more forceful in accreditation as a district, that hasn't happened but you never know.** Ms. Pena stated, let me ask you on you making that statement, so they have the power and

the authority to do that now with the way the law is written? **Dr. Gutierrez stated, oh yes.** Ms. Pena stated, okay, so then we need to really get out there and speak to the Legislators. **Dr. Gutierrez stated, yes.** Ms. Pena stated, because of the fact that, I'm sorry, I'm going to be very candid and please forgive me those that don't agree with me, to me the bilingual program cripples our Mexican culture because we don't mandate that they speak the language. And like I said, I have seen students go from kinder to high school and they are still not comfortable, have the confidence, I had someone tell me when they were (inaudible) for someone, what happened, why aren't you over there with that group? And you know what they told me? Se me acabo el Ingles. And I go what? He said, you know what, I ran out of English, I felt like, I wanted to laugh but I couldn't because he was being sincere, he felt uncomfortable. But he went through all 14 years of education here so somewhere, somehow, we are not doing something right and I don't know where it is or what it is. I just want to make sure that we find out, are these recommendations, are these laws, if they are laws, they are only targeting one language and not any other language. Somebody from Korea like you said that come in or somebody from the Philippines that come in, what I want to make sure is we are doing it properly. And another question that I had is, let's say you have one bilingual student in a class of 23, does the teacher still get that stipend if they have one student? Or do you have a specific number you must have in order for you to qualify for that stipend for that bilingual certification that we mandated that you get? **Dr. Gutierrez stated, we are paying per student. Dr. Trevino added, yes sir.** Ms. Pena asked, so if you only have one student you do get that one. **Dr. Trevino stated, I mean, Mr. Olvera is there, I'm not sure if his intent, it used to be, I think it had to be like 10 students or something, not sure.** Ms. Pena stated, and do you see what I am saying, when you turn around and, you see, that to me it's not fair that its mandated that you have one student, you got to be bilingual certified but we don't have to give you the stipend unless you have 10 so you see how it doesn't balance out, and how the confusion and the uncomfortableness is there about it? And that's my question, how are we going to balance it out? He's there, hold on. **Dr. Trevino stated, I got clarification, if I may, it is 55 dollars per student, so if they only have one student.** Ms. Pena stated, excellent, I remember that it wasn't before, thank you for that change, Mr. Cowen. Mr. Cowen stated, the, what, I, you know, we had two schools recognized as Blue Ribbon, one of them, Hudson, where my wife works, you know, principal is one of I think who got the Turrell Bell Award, you know. Ms. Brown interjected, actually we got three. Mr. Cowen continued, and this is tremendous, you know, it's a great honor and teachers are walking the hall thinking they are gonna get fired at the end of the year because of this, they are, at Hudson right now. Everything we did meant nothing, we just didn't do it you know, because I have one child in the classroom, you know, and there is ESL certified and they are telling them they have to go. **Dr. Trevino interjected, the principal at Hudson did a fabulous job.** Mr. Cowen continued, I know but you know, listen to what I am saying. **Dr. Trevino stated, I am sir.** Mr. Cowen stated, okay, please, because that's what they are feeling that's what you have to understand, no matter what we did, it's never good enough. We got this, we got the A, we are gonna get the NCUST and still we are not going to be good enough. Because you know, they don't speak Spanish you know, like Don Quixote, I mean, de Cervantes, you know, they are a failure and this is just a horrible way to make our teachers feel. I deeply resent it and I know you are the messenger here but if I have to speak to somebody you know, I'm going to actually take this up with Senator Lucio and give him an earful on this you know, he deserves it. He is vice chair of the Education Committee and I think we can get some relief and we can get him to walk

through some of these things. But anyway, you know, the Hudson people need to feel proud. **Dr. Gutierrez interjected, if you can help us with that relief, by all means help us.** Ms. Pena stated, yes, I am sure that the public is listening and they will get their calls because that was not the intent of the Bill, I'm sure this was not the intent of the Bill, to stress our teachers out, Ms. Drue, go ahead. Ms. Brown stated, well, the agenda item presentation today is about an item on contracts that seems to me it's going to be for new teachers and I think what we all want to do is assure our current teachers that there is not going to be anything on their contract that's going to be a problem. **Dr. Gutierrez interjected, and I think Dr. Trevino made it very clear.** Ms. Brown stated, yes, we just want to make sure everybody feels comfortable, the teachers are amazing, they are doing some incredible work right now with distance learning, they've got tons of pressure, unprecedented events are occurring right now in our community and the teachers are rising to that occasion and doing miraculous things. And we don't want this worry to be something bothering them right now. We want to assure, I think, our teachers, that in this discussion we are talking about new teachers, correct? **Dr. Trevino stated, correct.** Ms. Brown stated, okay. Ms. Pena stated, yes, I appreciate that, one note please, please, please, teachers who got the certification, please do not stress your colleagues that don't have it. Don't say, well I have it so why don't you get it? No, no, no, no, no, we are in a pandemic right now, let's help each other out, be positive so we can get through this and continue to succeed and be the A district that we are, that's what I really ask and I think it's Mr. Garcia and then Ms. Prisci, go ahead Mr. Garcia. Mr. Garcia stated, real quick, yes, I agree with Ms. Brown, this is again, I think we are in consensus that this will be for all new teachers. Now, that's a great thing, there's new teachers that he or she is getting an early childhood stipend but he was told he cannot get his bilingual stipend, is that so? **Dr. Trevino stated, I would need to look into that sir.** Mr. Garcia added, I, because the thing is we are saying that, you know, they are going to be compensated for getting a bilingual stipend because they are bilingual certified, I think they should get it if they are serving the children. Any certifications that they have, if they are serving those children, they should be getting those stipends for them, for those certifications. **Dr. Gutierrez stated, let us look into it, give us the name of that person, specifically and then we can look into it after the meeting or send us a message.** Mr. Garcia stated, I don't have a name but I will try to get that. But at least maybe the teachers or whoever is out there to bring it up and address it through the proper channels. Ms. Pena stated, thank you, Ms. Prisci. Dr. Tipton stated, yes, I also agree with Ms. Brown that we shouldn't have this in the contract at this time and I think like Mr. Garcia said that, you know, we are all, I think we are at a consensus for new teachers. However, my question is, going back to the professional development plan, Ms. Laura Perez-Reyes asked for clarification on the criteria on the support that we are providing for the teachers, however, I heard that substitutes are covering them when they go take the test, correct? **Dr. Trevino stated, yes maam.** Dr. Tipton continued, is there a possibility that substitutes that our professional development plan can entail that substitutes cover them during the work week? **Dr. Trevino stated, and we have done that as well.** Dr. Tipton stated, okay. **Dr. Trevino stated, so, if the individual, like for example, the lady that wrote the assessment itself, when she was coming in, it was going to be like on a Thursday and Friday, we were gonna take care of the sub for Thursday and Friday as well.** Dr. Tipton asked, okay, what about study time or some release time for them? **Dr. Trevino stated, that we have not had in the past here, or we have not considered, we can certainly look at that.** Dr. Tipton stated, okay, thank you. Ms. Pena stated, okay, and just to stress, this is, we are not going to go back in to the contracts we

approved and add this, this is for future new teachers coming into the district, am I correct Dr. Gutierrez? **Dr. Gutierrez stated, yes.** Ms. Brown interjected, will we see this on the next agenda then Dr. Gutierrez? Ms. Pena stated, that's what Dr. Trevino stated, that we would put it in for the next, for the new teachers, so at this point in time, we are not going to, and please forgive me for using the word, burden our teachers right not to force them to be certified in bilingual ed. **Dr. Trevino stated, no, but we will encourage them.** Ms. Pena stated, encourage, I have no problem with encouraging it's just that we need to take sure we take care of the teachers, they are the reason we are here, because of the teachers. **Dr. Trevino stated, yes, yes maam.** Ms. Pena stated, thank you very much Dr. Trevino. **Dr. Gutierrez stated, thank you Dr. Trevino.** Ms. Brown stated, thank you. Ms. Pena stated, okay.

2. Update regarding Covid-19:
   * Curriculum Requirements

Dr. Rene Gutierrez, Superintendent of Schools stated this is where I'm going to need Dr. Trevino. Ms. Minerva Pena, Board President stated, okay, real quick, before we move on, there was other stuff on the addendum, there was 3 things so, what's the other? **Dr. Anysia Trevino, Deputy Superintendent stated, the digital learning and the retire/rehire.** Ms. Pena stated, okay, okay, so that is something that we are going to go ahead, is that something for the future? **Dr. Gutierrez asked on the digital learning and the retire/rehire, is it something that we need to put in a policy or? Dr. Trevino replied, well, we have policy on the implementation of and the rules that we need to follow if we are doing digital learning but not that it was part of the contract, no sir.** Mr. Philip Cowen, Board Member interjected, shouldn't it be just an administrative guideline you know, if somebody says you gotta go do your certification and they don't do it you don't fire them, you can write them up and you build up, you know, so many times. **Dr. Gutierrez stated, we can also put it in a.** Mr. Cowen interjected, I mean I don't think you need to put it in their contract. Ms. Drue Brown, Board Member interjected, well, for new teachers yes, for new people yes, for new people. Mr. Cowen stated, well, for new people that may be something else, but I am talking about current teachers or whatever, you get an administrative guideline and you know, we have a lot. **Dr. Gutierrez stated, right, right, but I think we are talking about.** Mr. Cowen stated, this is what you gotta do and you gotta do it, and a principal can write the teacher up and say, look, I warned you, you know, anyway, thank you. Ms. Pena stated, thank you. **Dr. Gutierrez stated, on the next one then, can you call Dr. Cantu cause the presentation she is going to cover has to do with Covid-19 on curriculum requirements under the new guidelines because of the crisis that we are going through as well as the business operations and requirements under Covid-19. Both of these items, Dr. Trevino and Dr. Cantu will be presenting just simply so that we can give you an overview of the latest developments by TEA as far as Covid-19 and requirements that we have, forms that we have to turn in, deadlines and changes that have been made recently, within the last 2 or 3 weeks and on moving on because of the crisis that we are in and we just wanted to give you an overview of all of those changes and the summaries of what we are required to do as a district.** Ms. Brown stated, good. **Dr Trevino stated, I'm back already.** Ms. Pena stated, welcome back. **Dr. Trevino stated, so my role today is just to share with you, the update and the status report of where BISD is when it comes to remote learning. And so in front of you is, you have a copy of the power point but**

just to give you a quick timeline of events, how everything just transpired so, so quickly. Before Spring Break, Dr. Gutierrez had two emergency meetings with principals cause things started unrolling right. And so then on the 17th he made a decision to suspend for another week, right and he said, we will re-evaluate come March 25th. You all had a Board meeting on March the 18th and then we had a principals meeting the following day. We really, there was no Spring Break we really, you know, commendations to our you know, commendations to our administration for being there, our principals and certainly even our teachers who were already worried about what was coming. So we closed and you will see a little bit right now about the definitions of how TEA is describing these days. So on Monday, March the 23rd, those are considered closed, preparing because the campus and the district personnel were preparing those instructional packets so kids did not necessarily have instruction the Monday after Spring Break but by the 24th, packets started being delivered at each of their sites to students. So by March 24th, we are considered closed, instructing. The Superintendent has sent two updates after that extending closure and the last one being last Monday or Sunday actually, where it was closed until further notice. So this is what we mean, closed instructing means that the facilities are actually closed but teachers are still providing instruction to students. So TEA is defining that as closed instructing, later on in your Board meeting, agenda number 9, under Covid-19, item number 4, is to approve that BISD continue to function as closed instructing. Then we have closed preparing where there is no school, school is closed, there is no instruction because the teachers are preparing documentation or lessons in order for them to deliver. So that's considered closed preparing. Closed temporary would be maybe some school districts that extended their Spring Break and they didn't have any instruction going on, packets or online learning had not started. And then of course, open, meaning that the school is opening and that there's face to face instruction. So now, like I mentioned, BISD has done a tremendous job of preparing packets, ensuring that if parents want devices and hot spots for those that qualify for hotspots that those are available. So instructional packets and devices were distributed beginning March 24th, that is one day because we did a fabulous job during Spring Break of getting it ready. So I would like to give you a state of the district of how many packets were given out, so. Dr. Gutierrez interjected, Dr. Trevino, I'm gonna take off my mask cause I do want for everyone to hear me on this, is that the state was giving us the week of March the 23rd after Spring Break, the whole week to prepare packets for instruction to start the next week, I want to commend the staff for coming during Spring Break cause we really didn't have a Spring Break by the way, we were here all day the whole week and those packets were prepared by a lot of our staff members so that instruction could start right away. So we didn't have to wait 5 days like many other districts did cause they were preparing when they came back, we were already prepared. So we only had that one day off, March the 23rd, that Monday, because on Tuesday, the packets started being delivered, we made the news because we had parents waiting in lines like that. But that was a good problem, like I said, but also, we were the only ones that were doing this while many others were still running copies. And I want to emphasize this cause that's how dedicated and committed of a staff that we had during the week of Spring Break along with the campus administration, the central office and many others. That took it upon themselves, and we didn't wait that other week to go by, they want ahead and did it during the Spring Break and we took off with it. So I want to thank

everyone because that's important and I want the Board to know that. Mr. Eddie Garcia, Board Member interjected, just one quick comment and again, contrary to what's being put out there, we are the best choice because we were preparing and we are prepared and we will continue to work for the best interest of our kids. Mr. Philip Cowen, Board Member stated, and Dr. Gutierrez. Ms. Pena stated, go ahead Mr. Cowen. Mr. Cowen continued, it's not clear, cause you can't see it that well, I know the public can't see it well, but 16,000 packets out of 20,500, okay, students were delivered. **Dr. Trevino interjected, exactly.** Mr. Cowen continued, that means that, you know, that 16,000 of our students received something, that's incredible. **Dr. Trevino echoed, that's incredible.** Mr. Cowen added, that is incredible, you know, it's just wow. **Dr. Trevino stated, and this is just elementary, you are absolutely right Mr. Cowen, 16,087 instructional packets were distributed to students out of the 20,595 elementary kids that we have. That is a huge number, that means our parents wanted their kids to have instruction, that means that our kids and our parents were committed to ensuring that the gaps didn't stay closed. You can see that 2,818 devices were distributed in elementary. Pullam Elementary had 750 devices that were given to parents, that means that 100% of their kids are working on line, remotely. So you can see there, by schools, so yes, for the record, those of you that can't see it at home, over 16 thousand packets, elementary wise, this is just a visual of that. At the middle schools, of the 9,100 plus students, 6 thousand, and I can't read it, 6,500 plus packets were given, again, a huge amount. And then you also see that 622 devices were also given out, so again, showing that our kids at BISD are committed. Our parents stood in line to get their students the packets that they needed to ensure that instruction and gaps were not left behind. At the high school, look at that, only 8 thousand packets out of 8,700 kids were given out and I'm assuming that those 4 thousand plus already had devices, that's why they didn't pick up packets or picked up a device because we did get, through a survey, that about 8 thousand parents said, oh, we don't need devices cause we have them. And then you see a summary, of the 43,000 kids, 30,357 picked up a packet in like 2, 3 days ladies and gentlemen, that is like amazing work and that's because we were short staffed at the campuses, with the principal and two staff members Central Office, the AA's were there as well passing out packets, making sure that our kids and our parents had what they needed. They did even tell the parents, you know you can download it you know if you don't want to wait in line and they are like, no, we'll wait. For parents to tell us they will wait an hour to pick up packets, again, I will reiterate what Mr. Garcia said, BISD is a great choice, otherwise, they wouldn't have been out there. And the fact that out campuses were so prepared and I do want to thank the curriculum and instruction department led by Dr. Sauceda and the AA's for doing an amazing job in ensuring that this happen. 4,837 devices are in the hands of our kids and they are ready and using them and I'm gonna share that with you. We heard feedback from parents, I mean, this is new to everybody, but we heard feedback from parents. Our own parents that are staff members, you know what, we have a lot of platforms out there, you know, can we reduce it because a parent is going from one to another from seesaw, to google classroom, to this, to that and so we heard it and we said, you know what, maybe we can focus everybody and more so at the high schools, cause those kids have so many teachers. Elementary, one or two teachers, but, so we gave them an outline of what that could look like and kind of just focus them so you were K thru 2nd, we recommend you use either the packets or seesaw, if they were 3rd thru 5th, the Microsoft Teams, Google Classrooms or the**

packet. However, we also heard from teachers that said, well, I'm a 4th grade teacher and I was using seesaw and I already trained my parents, can I keep it? Absolutely, whatever you feel more comfortable with and your parents are comfortable with. It was like I said, with secondary, they had so many different platforms that the kids were flipping from so at the high school, because there are some students that have AP courses or dual enrollment or APEX, those continue and of course, the AP is online and that's very rigorous and the dual, if it's through TSC or UTRGV, those are continuing like normal. So now you can see the usage of some of these, you can see that at BISD there's 10,300 students that in the last few weeks have gone on to class dojo, remind, zoom, etc. And then, look at the number of times they have logged in, 98,800, kids are learning out there ladies and gentlemen, we should be so proud that the kids, and these are just the ones on line, this is not the packets so please know that. And then you see the total log ins of teachers, there's 1,100 teachers that have been communicating with kids through classdojo, remind, zoom, etc. And they have logged in 13,000 times. So there's a lot of good work happening, a lot of fabulous communication. Clever does not document the google classroom so this is Google Classroom, 3,768 lessons have been created for our kids, times think about 22 times at the elementary times 150 if they are high school teachers. Calendars, that means that they have put in assignments, 2,200 assignments or activities have been put there for students and of course, 177 g-mails have been recently created. So for, you know, for maybe kids that didn't have a gmail and want to submit work, so we are really getting kids, I know that there's some parents that didn't know that, oh my God, this week I had to create a Gmail for my 4th grader, right, maybe that wasn't on the agenda but parents are doing it. And because all of these changes are happening, I think people are all hands on deck and they are really, really engaged in wanting to do what is best for kids. So this particular slide talks about our grading procedures cause I know you all are going to get some questions on that. So I want to make sure that we try to explain it as best as we can how this is gonna work. So the state has said that they would like these 6 weeks to go all the way up to when school closed, like for Spring Break, but at BISD our 4th 6 weeks was over on Valentine's day. On February 14th, BISD finished the 4th six weeks, report cards went out, they came back on February the 17th and we started the 5th six weeks. We even sent out a progress report on March the 6th, the week before Spring Break, we even sent out a progress report. So then here comes Spring Break and the state is saying, leave 5th six weeks until your closed instructing is finished. If you come back, whether it's for a day or a week or a month, that will be the 6th six weeks. So the whole time that you are closed you are going to be in the 5th six weeks okay, if we come back, then it will be the 6th six weeks. If we do not come back, then on record, BISD and all school districts in the state will not have a 6th six weeks if they didn't go back, maybe another district goes back, but if we are not to go back because you all deem that that's not good for kids and the community at this time, then we would not have a 6th six weeks on record for the 19-20 school year okay. Now, I have in this particular slide, let me see if I can go back, how we are going to be pending Board approval on some things, I'm gonna go into detail on that. So, this is one of the things, our seniors right now at BISD, they are scheduled to graduate, right, well, on policy, your Local policy EIC, its clear and I don't know if it's, it reads right here, candidates for graduation shall be ranked for final class placement at the end of the 1st semester. So those kids, we don't have to worry about because they were ranked in December, so we are following, we are

following policy, your seniors, we're good. So like I mentioned, I'll read that again, senior ranking is not affected, ranking was based on work up to the 1st six weeks. But for our freshmen, sophomores and juniors, we rank them at the end, I'm trying to work with this now, at the end of the semester, I mean, of the school year. so for those kids, what are we going to propose? Right, because your policy says that your freshmen, sophomores and juniors get ranked at the end of the year, well, what if we are out, what's gonna happen? And so we have a proposal that we would like for you to, or we are going to bring to the table. Let me see if I can, so, administration is proposing that we waive policy for the 19-20 school year due to the Covid-19, so we are recommending for next time, but I wanted to bring it up if you have question now right, that we calculate grades up to the 4th six weeks because we are comparing apples to apples, right, everyone had a teacher, face to face, up to February 14th, so every, we are good. So that we would calculate grades for ranking up to the 4th six weeks and for dual credit students, that we place their final grade as a 4th six weeks' grade if they had an adjunct professor from TSC or UTRGV because they don't get a grade till the end so we are not giving them grades every six weeks so they would get no grade, right. So that for those kids that didn't have a grade 4th six weeks, we get the grade from TSC or UTRGV at the end of the year and place it for ranking purposes for those juniors that are taking a core class, okay, so very good. So then this is just a real quick summary, so progress reports were sent out to students on March the 6th, we said that, they are done. The 5th six weeks will be extended until the last day of closing instructing, through administration and reviewing all this, we by law, or not necessarily by law, cause it's all new at the state, but TEA is recommending that we must, since we are getting 100% of the funding, right, for teachers, teachers are not losing any salary, that we make contact with at least 75% of our kids. We need to be making contact, our packets indicate that we are sending out to more than 70% of our kids right, and so that is a good thing, we showed effort in, like we gave them out. But they want to make sure that our teachers are monitoring the progress and we need to show that we are monitoring progress. So how are we going to do that? So we do plan to send out a progress report, a second progress report for the 5th six weeks and to be sent to parents on April 27th for the period of March 9th thru April 17th. Then the 6th six weeks would begin when the students return and if they don't return then there is no 6th six weeks. But if the district remains closed until the last instructional day, we are recommending that we send a final report card on June the 8th that reflects the 1st thru the 5th six weeks okay. Cause we need to show we are closing off the year, your child was promoted right. So this is what we are recommending, that the teachers collect 3 grades that will count as daily work, three grades from when we left for Spring Break till April 17th when we collect that 1st packet and I will walk you through that. The three grades will be documented to assist the students and help improve grades. Students will not be penalized for not submitted assignments, so we are not going to give them zeros and then they end up failing, its only to help them. So you have a 5th grader that had a 68, with these 3 grades, they should hopefully pass, right. But if they have a 70 and they don't do any assignments we are not going to reduce them and now they fail, they keep the 70. So I want to make sure that we all understand that from February the 17th to March the 10th, the day before Spring Break, we had 17.5 days of instruction so we already have grades for the 5th six weeks cause we have 17.5 days in the system. So it's not going to hurt a child, we are not looking at punishing a child and penalizing them for not

submitting. It is the teacher's responsibility to communicate with students via on line platform to ensure that students are submitting work. However, here we go, they also are saying, if we give a packet, we need to what? Collect a packets, how do we know if kids are progressing, the state is saying we need documentation that we have evidence of work. 30,000 of our kids picked up a packet so how are we going to do that? Whether it's taking a picture and sending it to us electronically, take a picture, scan it, we are gonna put on our website instructions on how a parent can download that app on how to scan and submit. So parents can scan and email or, we've looked all over on how we can reduce the contact between adult and parent or adult and student, this is the best we've got. They can scan it, they can email or we can put a container outside the school and for a couple of days, parents can just go in and put the packets back. We have 30,000 of them out there and if the parent wants to, I'm not comfortable in scanning, I don't know how, I'm stressed, we don't want to add stress, well then just go put it outside a bin outside the school, we won't touch it for a few days so hopefully and then we can use gloves to review them because we want to pick up 3 grades right. So then, that initial packet, we didn't know how long we were gonna be closed for, right? So there is a 2nd packet we want to mail those out but a parent would need to request that, no, I don't want to pick it up. But we can download it on the website, there are some parents that are telling us, I don't have a printer at home but I'm having my child just answer the questions and then taking a picture of the answers and then sending it to the teacher. They don't need to download and print it, of the parent can just take a copy of the answers right? So then a 2nd packet is ready to be uploaded on April the 17th thru the 22nd and then that would be due back in the same format between May 22nd and the 27th. We want to make sure that we impress upon you all that the special programs such as Special Ed, Bilingual, CATE, continue to support students via teleconferencing or on line teaching and learning. So I want to talk to you all a little bit about assessments, I'm sure you all heard that the state is now cancelling assessments for STAR. So 3rd thru 8th grade students are very happy, maybe, cause some of them may not cause they wanted to test. But we will not have STAR assessment, no letter grade, hopefully BISD and all the other districts that are A districts can keep their letter rating but there will not be a letter grade next year for campuses or districts. There will not be end of course assessments or STAR alternate II. Those of you that have been around a while, know that in order for a student to graduate, guess what, they needed to pass the STAR assessment, the two, English I and English II, Biology, Algebra I and US History. So now what's gonna happen? So we want to make sure that we communicate with you what the state is saying we can do. So if a student is a senior, but still must complete one or more end of course, can they graduate, will they be able to graduate? And yes, we are going to be able to give them a waiver and do an IGC. So your seniors, whether they needed one, two or even all 5, if they've met graduation requirements with their credits. Ms. Pena interjected, excuse me, what is IGC, what's that acronym? **Dr. Trevino stated, the individual graduation committees, so we are gonna work one on one based on each individual student. And so kids will be able to graduate even though they were even lacking up to five if they meet the IGC which is certain platforms or assignments that they are gonna have to complete in order to graduate. So if a student is not graduating this year but still had one or more end of course to graduate, how will this affect them? So this is important, so if we have a student that is a junior but failed Biology when they were a sophomore, if they were not sitting right now in a**

Biology end of course, they are still gonna have to take Biology to graduate, okay. But your juniors right now that are taking US History, they are gonna get credit this semester for US History will not need to take US History next year. Your English I, English II, if they pass the class, the credit, they get the credit, they won't have to take English I or English II okay, so that's a little different. Your Algebra I. Ms. Pena interjected, excuse me, Mr. Cowen. **Dr. Trevino stated, yes sir.** Mr. Cowen asked, just a quick, cause you mentioned if somebody failed a course, a year ago on the Biology exam, or that would be any course where you have an end of course exam, could we offer these students some kind of a special on line class just for that so they can get through and graduate at least during the summer, I mean, have you looked at that? And it wouldn't just be for Biology, for anything that they are missing so they can graduate them and get them to move on**? Dr. Trevino replied, if they were just lacking the credit Mr. Cowen and they have already taken the test or they haven't taken the test?** Mr. Cowen stated, no, no, they failed it and they need the Biology so they are gonna have to take it next year so they are gonna have, they are not going to graduate and they are gonna have to be a senior plus one, one semester. So could we work out a deal with the state where we could offer that on line with the student like the colleges are doing? Where they could do that and get the credit, I don't know how the end of course exam is but you can give anybody an end of course exam on line. **Dr. Trevino stated, well we can certainly look into that.** Mr. Cowen echoed, look into that? Cause I could see a couple of hundred students not graduating because of that and you know, it would be tremendous help to them and peace of mind to be able to complete this year and maybe by before schools starts next year they would be done and move on with their lives. **Dr. Trevino stated, if they already took the course right now, I mean, we could certainly ask for an appeal but if they have already gotten credit for the course they just haven't passed the end of course, they would still need, right now, that's what's being proposed, that they continue to take it, they would just be short one administration. But we can certainly ask for an appeal.** Mr. Cowen stated, no, what I am getting at is this, that if we can be flexible the way the colleges are and you know, a person can get on line, they will have a teacher with so many students and you know, they work it out, you study here, on your own, you get over there, you take your test, you run through the course just like you do in any on line class when you are in college and to allow, the student is gonna have to be motivated to do it, certainly. But you know, hey, you want to graduate we offer this chance to you to be able to and you know, you can assign teachers to do it and we will get them through it. **Dr. Trevino stated, oh, I see what you are saying, okay, for them to, like accelerate.** Mr. Cowen echoed, like an accelerated, you know, so we can get them through I mean, cause life is going to be changed for a while and we are gonna have to be flexible. **Dr. Trevino stated, and English I and English II are probably our hardest courses to pass, you know, our Biology, Algebra I, your US History, you know, our passing rate is, you know, historically much better. So yes, we are wanting to make sure all our English I and English II kids are successful. Your Algebra I, I'm sorry.** Ms. Pena interjected, I just wanted to make sure, Dr. Gutierrez, with this pandemic that is going on, has any one gone out and identified those seniors in the whole district, in every high school that lack one or two courses or a tests that they have not passed that's gonna keep them from graduating like Dr. Trevino is mentioning. Can we get someone to, you know, hit the ground running to identify those seniors cause the last thing you want to do in a crisis like this is turn around and hold children back if there is a way to advance them. **Dr. Gutierrez stated, I think we identified that the seniors are gonna be fine based on this. Dr.**

Trevino interjected, and yes, I was gonna say that for our seniors, our high school counselors are already on it and they are looking at meeting with those kids so they can do that IGC because they will need to do that IGC. Ms. Pena stated, thank you. **Dr. Trevino stated, and here we go with the IGC's, because TEA released that we could recommend that if you all, the district recommends that we follow the IGC guidelines by TEA with our 2020 potential graduates that do not meet the graduation requirement due to an end of course and so what we are planning to do, like I said, our counselors are on it already creating those lists and so we can have zoom conferences with the teacher because the teacher needs to be a part of that decision on what the student needs to complete in order to meet that end of course in particular and the parent. That way the parent knows, okay, if my child does X, Y and Z, then they will be able to graduate but we do need to have those committees meet. As I assured earlier, our dual enrollment students will continue to follow the university and college grading policies and procedures to complete the course work and CTE and dual enrollment course requiring lab time will be done through hybrid model utilizing all CDC recommended protocols. And for AP, just so you all know, AP students will be doing their course work on line and the state has approved, actually, the AP College Board has approved that kids take their AP test on line, at home in May. So that is like amazing so just so you all know so you can communicate with any parents that you across. So testing will be in May and it will be modified and it will be administered at home. We have also even talked about, and I haven't even had time to talk to Dr. Gutierrez, but the C&I Department, what if a student tells us I don't have internet at home and I'm an AP student? So we are sending a letter, a parent letter as Dr. Gutierrez has asked, and in there we are saying, if your child is AP and doesn't have internet at home, please contact the career placement officer at the high school so we can figure out how we are going to help that child get their AP test in May. TSI, just so you know, TSI has been suspended, that's the test that kids need to take to get into college, if they don't have a certain ACT or SAT score, those are now ceased until June as well as ACT and SAT. if they had already paid for the SAT and ACT, they will offer them a reimbursement and a refund so they can then register again in June. So just so you know, we've been on the fact that we all need to have a schedule so our parents know when our students should be on line, when they can be reached for parent conference when they can email, etcetera. So administrators, counselors, teachers, classified, even district level administrators, you know, a schedule of 8 to 4, Monday thru Friday and this is a sample that the C&I Department created just like for core teachers. This is up to 2 o'clock but I know that our teachers are working late hours in trying to meet the needs of their kids. Also, Professional Development should be embedded here. I'm gonna share with you all the Professional Development that BISD has been offering to our teachers. So this is just a tentative skeleton schedule, principals can tweak it based on needs, yes maam.** Dr. Tipton interjected, I have a question, when you went, if you go back to the slide, documented schedules please. **Dr. Trevino stated, yes maam.** Dr. Tipton continued, I know that on your next slide, teacher recommended schedule is 8 to 2 but here, but on the documented schedule you have 8 to 4 Monday thru Friday but teachers are still there. **Dr. Trevino interjected, yes, they continue and my mistake, when we did this tentative schedule, this is when they were at 8 to 2. But now that we are more comfortable with it and there's been more time, we, Dr. Gutierrez made an administrative decision to have them till 4 and so one of the things, and feedback I've received is, can we do**

the staff development from 2 to 4. And so working with Professional Development and we are doing training in technology on those platforms that they do it from 2 to 4. But we know that teachers are not tentatively working exactly from 8 to 4, this is just a skeleton of what it could look like for a teacher so a parent knows, they can send it out to a parent. When we did this, this is when they were at 8 to 2 Dr. Tipton, but more recently, we have asked that they move on to 8 to 4. With their planning time still there, their lunch still there we know that it's not going to be exactly sitting down in front of a computer from 8 to 4, we understand, that's unrealistic but for them to be at least available to send out an email, if a student calls or you know, that they can communicate with them, but it is 8 to 4. Ms. Pena stated, and with that said, I just want to let you know that some students are calling at 9 o'clock at night, 10 o'clock at night, 12 midnight, they are calling at all hours of the night, yeah, at 3 in the morning. They are, cause they send texts and they figure that the teacher will answer them the following day but you know, as parents, if the phone goes off, you want to make sure, is something happening to a family member and you end up looking at it. So I want to thank the teachers cause they are going far and beyond what we are asking them to do, thank you for that, Mr. Garcia. Mr. Garcia stated, yes, not only that but you know, some teachers are being asked that or told that if they are not accessible that they are going to be docked for time, I mean, I think they are spending a lot more time than what they need to, more than when they were in the classroom. You know, we are going through something that nobody has ever experienced and we need to take that into consideration. It needs to be dealt on a personal, on a one to one and not being threatened that they are gonna have to lose half a day or a whole day because of something like this. Ms. Pena stated, and I agree with you and we want to make sure, sir, that our personnel is not accidentally, I'm going to make it an accident, threatening their subordinates. A good leader doesn't have to work with threats, a good leader, people will follow to the ends of the earth. And I want to make sure that we are taking care of those teachers and sometimes maybe we get frustrated as supervisors, just to be very conscientious, nobody knows what is going on in the mind of that person with this pandemic. Some people are completely falling apart mentally but they are holding it together for us. So let's be very conscientious when you talk to them, understand that we are talking to a human being that is being put through something that nobody in the world has been put through. Because even when we had the flu way back I the old days, I don't see it the way it's now, this is just dramatic and please be very conscientious when you speak with your employees. Please understand, they have children at home that are pulling on their shirt, that are pulling on their pants, mommy, mommy, cause you can't take that child to daycare, you gotta take care of that child and then take care of your work. So be very, very conscientious, they are doing the best that they can. Mr. Garcia interjected, and that's what I wanted to add, they are parents as well and they are having to deal with their own children so yes, they are doing the best and let me tell you, they are going over, above and beyond. Ms. Pena stated, Ms., Dr. Tipton. Dr. Tipton stated, I want to go back to that schedule, the 8 to 4, I do have some concerns. For example, there's a couple of teaches who say parents are essential workers so the best time for them to meet with their students because of, you know, is perhaps 5 to 6 or 6 to7. However, you know, this is an ideal schedule in a perfect world but it's not perfect at this moment. So what do you recommend for, you know, as a district and how do you direct you know, your campus leaders to be flexible with these teachers? **Dr. Gutierrez interjected, and I can answer to that, we stressed this out, that 8 to 4 is the perfect world and for some people it fit in and for some other it doesn't, depending, but there is a flexibility. But there**

is a time frame but for the most part I think people can abide by that but obviously there's extenuating circumstances but everything is in a flexible way. We are moving on to this new era of a crisis that has never been seen before but we have to establish some parameters of time and those are the parameters that I as a superintendent made the decision that for the most part, that is a good time parents in general can say, you know what, that's the time that I can contact the teachers or the teachers can contact the kids but obviously we have 6,500 employees, there are some that don't fit into that but there's some flexibility to that as well. I wish that everybody would fit into that cause then that would be the perfect world for me and I wouldn't have those headaches but obviously it doesn't work that way. It may fit the majority and probably fits the majority but there's a small number that it doesn't fit in, we all know that, I think everybody understands that and there's some flexibility as well. Mr. Cowen interjected, Dr. Gutierrez. Ms. Pena stated, Mr. Cowen. Mr. Cowen stated, I have some, I think the principal just told the teachers, document, just document, that's all, I mean, just keep track of your time. **Dr. Gutierrez interjected, that's a good point Mr. Cowen because one of the things that even TEA is being very flexible with us as well, they are always, they are leaving it up to us to make it work, every community, every district is different. But one of the things that they said is document so that we can show that there was good faith efforts in our part to reach out to the kids and work with the kids.** Mr. Cowen stated, thank you, may I ask a question? Ms. Pena stated, go ahead Mr. Cowen. Mr. Cowen continued, there are a few students that have, somehow or another, just disappeared and I'm not sure what to do about it but you may have some recommendations? I know that you have a lot of classified staff that's, you know, not doing their normal routines, maybe they can help locate and encourage the parents to come and get involved. It's you know, like if you have 18 out of 22 students that's 4 that are not there and you know, this is not extended summer vacation or something. The people are still in school, parents need to know that but I'm not sure what we would do about it. **Dr. Trevino stated, and I think that you are right sir, we are trying to use as many of our personnel as we can to help us locate children and make phone calls and being out there as far as even on their web pages to try to encourage people to reach out. But I think our teachers and our administrators have done a fabulous job of trying to reach out and continuously working and calling the kids. I've gotten feedback from some of our principals that our more troubled students have just taken off with this and they are like on line wanting more. When they were, when it was face to face instruction, you know, individuals that gave the teachers a hard time and now they are like amazing because this is their platform for learning. So you know, we are learning more about our kids and we are learning more about what they like so I think this ended up, or could be a blessing. Dr. Gutierrez added, and Dr. Trevino, I just want to add to the Board, administratively and as a district, we are working with federal guidelines, every day, the federal government is changing guidelines. Then we have the state guidelines, the Governor changes the guidelines, then we have county guidelines and those have changed, then we have city guidelines and we have to work and they never match, none of those match as you all know. And then, we gave TEA guidelines and then Dr. Gutierrez, the Board, the staff, need to make it work. So just think about that and I want people to realize how it goes all the way from the President, the Governor, the County Judge, the Mayor, the Commissioner of Education and then we are supposed to make it all work on a daily basis and every day the rules change, every day the guidelines change and all of a sudden now I have**

to do something else differently and then people are criticizing that we don't know what we are doing. No, we do know what we are doing, just don't change the guidelines, the target moves every single day, it's a moving target. And it's very easy for people out there to criticize or to judge when they don't know all the guidelines that we have to face from the federal level to the state level to the local level and to the Texas Education level. And we have 43,000 kids, 6,500 employees and we are supposed to make it work every single day and it's supposed to fall correctly into place every single day. So that's what we are dealing with but I'm very proud of the staff and what they have been doing and the plans that we have put out because we are making the best of it and I feel that we are doing well and we are moving in the right direction and we are ahead of the game. Ms. Pena stated, and yes sir, I agree with you 100% and as far as, please forgive me, but the haters are gonna be haters cause that's the only way they get attention. And this is what I tell people, el que no te mantiene no te detiene. I tell people, he who doesn't support you doesn't hold you back. And let them complain and let them say what they do, what we see in BISD doing right now and our teachers is phenomenal because this is something very different and we don't know the mindset of those children and those parents. People are going to criticize us because some people get off on criticizing people cause that's the only thing they have known all their life, God bless them and let them stay where they are at. But we need to move forward and not worry about those because it will affect our actions and our judgement and we don't want that. You all are doing an excellent, excellent job and the parents know that and I appreciate each and every one of you because this is something that has never happened before and I pray we get out of it 100% better than when we went into it and I know we will. So thank you for that and I appreciate that and every time they change it, you take it with a grain of salt and you try to adhere and to input what they ask us to and for that I appreciate you very much, Ms., I'm sorry, go ahead Eddie and then Ms. Drue. Mr. Garcia stated, yes, I too want to thank the superintendent, he's been keeping, I should say, trying to keep up with all these new changes and contrary to, like Ms. Pena said, you know, there's a lot of miss information out there and the superintendent has been keeping us abreast of everything that is going on. So I'm going to ask the general public, there's been a lot of miss information out there that gets released not by us but you know what, look at our webpage, don't look or depend on someone else, come on to the BISD webpage where you are going to get the correct information because others are reporting stuff that is not so, don't believe it until you check it at BISD. Ms. Pena stated, thank you, Ms. Brown. Ms. Brown stated, okay, online instruction arrived overnight in all US schools and nobody was ready for it and the numbers you are sharing with us Dr. Trevino are amazing and I want to commend our teachers and principals for their super human efforts, it's just amazing what they are doing. And we talk to teachers, we all know teachers, we are hearing stories about them working day and night with students because families have different schedules and its all of a sudden become like 24-hour school I think. I have some questions for you Dr. Trevino, have we pretty much given out all the hot spots, chrome books, tablets, devices or do we have still some of those available? **Dr. Trevino stated, the tablets and devices we still have some.** Ms. Brown stated, okay. **Dr. Trevino continued, the hot spots were primarily for the high schools cause they had gotten it through a grant and the students had to fill out a survey in order for them to qualify. We are still waiting for them to give us approval that those that were picked up that we could distribute from K thru 8th. We have even looked at possibly, schools had some money left, if they could buy hot spots for their students so we are in the process of getting those P.O.'s**

where the campuses are. As far as even teachers, some of them have shared that they don't have internet access at their homes so we are looking to see how we can help out even with the teachers that have reached out to say, I'm having a hard time communicating cause I don't have internet access that's good. So trying to see how we can navigate all that, devices we still have some that we can distribute of a parent still shows interest and hot spots as well. Ms. Brown stated, that's good, I read something today that said that US Secretary of Ed, Betsy Devos is going to, she put out a press release or something that she's going to allow schools to repurpose some of their K thru 12 educational funds to fund technology and infrastructure and training, I'm sure you all are aware of that, will we, do we have any of those funds that we can repurpose? **Dr. Gutierrez stated, well, if it's coming from the federal and now going to again, to federal, it would have to be to the Title I funding.** Ms. Brown stated, yeah, exactly. **Dr. Gutierrez added, it would have to go through the federal programs and using those funds to be able to do this and probably they are giving us again, the flexibility to use those funds and not restrict them anymore and be able to use the Title I funds cause Title I funds are very restricted. But obviously from what it sounds like, and I need to look more into it, we are given more flexibility to use those funds, which is good and that way we don't have any red tape or any bureaucracy to stop us from doing what we need to do to make these things work.** Ms. Brown stated, yeah, I think she just announced that, not maybe yesterday or today. The other thing I wanted to ask is I'm glad that you are starting to standardize the platforms because we have heard from families that you know, students having to do this on one platform and it looks to me like you are standardizing the platforms but you are also allowing for flexibility in there, you are not just dictating everybody is going to be on a certain platform and that's a good thing. And how did you decide how to do that with the platforms? **Dr. Trevino stated, well, based on the level of the platform itself. Like for example, the special ed teachers, based on Ms. Lippa's feedback, that the Apple Google was best for that particular group of students so that's what we did. Same thing with seesaw, it was more friendlier for the lower grades but yet 4th grade teachers liked it and we gave them the autonomy to use it. Google classroom is something already apparently being used, like for example, at Faulk middle school, using it quite a bit with their blended learning and based on feedback from teachers, that's how that was identified.** Ms. Brown stated, good, Dr. Gutierrez, cause I think we have all been reading with zoom, some of the issues people are experiencing with zoom, now my understanding is that the district purchased Microsoft and that Microsoft Teams is available to us and that that's a little bit safer way to communicate with less hacking or whatever, are we exploring that? **Dr. Gutierrez stated, yes, I know, well, we have the Microsoft Teams, that we have the availability.** Ms. Brown interjected, are we using it? **Dr. Trevino interjected, yes. Dr. Gutierrez continued, well, some of them are and some of them are still using zoom, fortunately we haven't been hacked using zoom but we are using both platforms. But I think, if you are asking me right now, I would way the one that is more popular right now is zoom.** Ms. Brown stated, I know it's been hacked locally, I've heard stories already, I'm just wondering if we move to something that was maybe a little bit more secure. **Dr. Trevino stated, well now with zoom, they are asking for a password so that's going to help and now you can't even create a zoom session without creating a password, so that's gonna, I think, help a little bit. Dr. Gutierrez stated, so that's what happened with mine then, my zoom, I had already logged in and it was asking me for a password and I was, why, why, okay, so you just answered my problem, I already know then it**

does need a password. Dr. Trevino stated, on this next slide, Ms. Drue, if you can see there, you can see the number of professional development sessions that have taken place in the last couple of weeks. So the teachers, if they weren't familiar with Google Classroom or Microsoft Teams, these platforms are being offered through professional development so they can start learning how to use them and how easy it is to use them, 101 professional development sessions. Ms. Brown interjected, oh my goodness. **Dr. Trevino continued, and we have 3 people answering a lot of those calls, Denise, Lorena and Ms. Cindy Castro doing an amazing job and I know that the Computer Services Department also channel some of those calls with Todd. I mean, it's been a team effort all around.** Ms. Brown stated, I still have a couple more questions Ms. Pena. Alright, so we believe, I mean, how are you able right now to verify that all our teachers are communicating with all students and working with them? Do we have a way that we are monitoring? Is that being done at the campus level, is that being done by the main office? I mean, how do we know that instruction is ongoing with all our teachers and that efforts, I know that there are students that teachers haven't been able to reach but how do we know that everyone is doing what they are supposed to be doing? **Dr. Trevino stated, so last week we had a meeting with the principals and we have asked that they have the teachers document all the students that they are in communication with and expecting them to communicate with students at least once a week and that that needs to be documented because again, the state is expecting 75% of their kids, working, or that they need to be working with or that there needs to be progress monitoring of their efforts. So the principals are expecting teachers to do that, we are actually talking to principals again tomorrow after this meeting and that's something that we could ask, you know, what, on a weekly basis, just submit to us. So then we can produce with you all, hey, you know what, of our 43,000 kids we've made contact with 40,000 cause like Mr. Cowen said, there may be some that are MIA's right, so what is it that we can do and if they are MIA's, what are we doing to reach out and how many efforts or who much effort are we putting to find them?** Ms. Brown stated, okay, and then finally, my question is, on all this information, which is very helpful that you presented, how is that being disseminated to the community, to our employees, how are you all getting this information out to them, on the website or? **Dr. Trevino stated, so we are meeting with principals, I mean, they asked like when, on Wednesdays, and so that's, we've communicated with them multiple times and Dr. Gutierrez on Fridays as well, had met with them so we've been giving them this information. We told them for example, with the grading, just to give us till we met with you all so you all could hear the information as well. So we are ready and prepared to give them the grading guidelines and we have actually produced those and we are ready to send out a parent letter. We just need Dr. Gutierrez to review it and Dr. Cantu to add anything that she wants to add to it regarding any of the meals and things like that and so we are ready to communicate that. Dr. Gutierrez asked for us to send that out mail wise so everyone would get a, in the mail, as well as through our website, so a lot of messenger, school messenger has been utilized to communicate with the parents through the principals so as much as we can do we are doing and it can't ever be enough, we can always do more.** Ms. Brown asked, are we also using our school district email to our employees, are we emailing things to them? **Dr. Gutierrez replied, we just had that conversation, we are talking about continue utilizing the district email to everyone and we need to do more to send the message to the parents, it's just that when we are preparing a messenger or we are preparing a letter, we have to revise the letter again**

because there's another change. Dr. Trevino interjected, yes. Dr. Gutierrez continued, in fact, I have a statement that Pat just brought me that is going to go through school messenger that I am going to approve in a little bit but its gonna go out to all the parents through school messenger about encouraging the students to keep up with the online assignments and packets. Ms. Brown interjected, good, good. **Dr Gutierrez stated, so that, just an encouragement out of my part and as a district encouraging the kids to utilize the on line platforms and to continue doing their assignments at home and that we are going to continue monitoring them and supporting them. This is the way that we need to go, with as much social media and letters and emails, parents are afraid you know, we are talking about teachers being stressed out, well, parents are afraid because there is this shelter in place and now there's no more than two people per vehicle and there is already a lot of, the word is out that they are giving out citations and stopping people. And you know, we live close to the border and so parents are also afraid to come out and they are afraid to step out of their homes. And so the kids are at home as well so the only way we are going to get in touch with these kids is through school messenger, sending letters, perhaps if they have social media, look into our website but the parents are afraid. And the kids don't go out if the parents are afraid to come out and you know, the shelter in place is working and we have to continue with that because that's the only way we are going to control this pandemic but that is causing this other problem for us as a school district where parents are afraid and kids are afraid to come out.** Ms. Brown stated, well, let me just one more comment according to what Dr. Gutierrez was saying, I mean, the good thing about school messenger is it reaches over 50 thousand people in our community, it a great tool. The second thing we have is we have the ability to email all our employees and send them, at one time we can send an email blast. And while social media is good and the website is important, we need to be using all these tools. There are studies now that are saying that people are focusing more on the more traditional ways of communication at a time like this, as opposed to social media and we need to be making sure that we use the email system and we also use the school messenger system as well because they are both fantastic. **Dr. Gutierrez stated, those are the two tools that really, we can reach out to just about everyone through the email system and the messenger simply because the people can't come out of their homes any more.** Ms. Pena stated, Mr. Cowen. Mr. Cowen stated, I want to make sure, Dr. Trevino and Dr. Gutierrez, we have, it came out of the Technology Committee meeting a while back, that Brownsville Free, which is our internet service around the schools is available 24 hours a day and so you know, I really wouldn't know how to get on it but if you would put down a message on messenger to everybody how people can, how they can access it, how far away from the school they can get there. Cause if somebody doesn't have internet and they need to communicate with their student, their teacher, they could drive to the schools, stay in the car, connect up and then go back home, at least they will have a way to connect. They can do that on their phone as well as a hot spot you know and so, but it's something that's available, we have it, I think, after 4:30 every day. But right now, while this is going on, I understood from our technology group that. **Dr. Trevino interjected, its available.** Mr. Cowen continued, its available 24 hours a day I just don't know how people access it. I'm pretty sure it's put in your email or your student ID and a password and you can get it but you know, you might want to put the word out on that because it is, you know, it's actually faster than Spectrum. **Dr. Trevino interjected, yeah, I'm sure, okay, very good.** Ms. Perez-Reyes interjected, and one thing, if I may Mrs. Pena. Ms. Pena stated, yes go

ahead. Ms. Perez-Reyes stated, I want to comment, I have also received text messages from school districts, so I think that those are all really great efforts, things that we certainly hadn't done before you know. And my kid's teachers, they have all called me, they've texted me, they have emailed me, so I think that everybody is doing a lot to be able to stay in communication with parents and definitely using all the resources out there. Whether it be class dojo, you know, personal contact information that they already have just as we are parents and we have our kids enrolled in these schools, so I really want to commend administration, our teachers and everybody, really, involved because it's definitely a team effort so thank you for that. Ms. Pena stated, I think Ms. Prisci had a question. Dr. Tipton stated, yes, I have a question going back to, Dr. Gutierrez, you mentioned the shelter in place and so I know that while we were on professional development I was going to come back to another question on the slide. But I just wanted to touch up on that point before I forget, how about, have we looked into because like he says, parents are afraid to leave home and some of the parents who have been doing on line work and they have been doing it on a pad, maybe sending them a self-addressed envelope so that way they can return it back to us, you know, giving them that option as well. **Dr. Trevino stated, and we have actually considered that with the second packet. With the first one it's hard because we don't know who has one, who actually picked up a packet, but with the second one, when they picked up or you know, if they were to download it, they could send it, we could send a return envelope, stamped envelope.** Dr. Tipton stated, how about if we just, you know, send them all a self-addressed envelope you know, to all. **Dr. Trevino interjected, it's something that we can certainly talk about and see how many are interested in that and we could.** Ms. Pena stated, Mr. Garcia. Mr. Garcia stated, you know, unfortunately, there's drawbacks to a lot of these things, the hot spots at the schools, you know, that's wonderful, but again, we go back to the shelter in place, somebody drives out there, guess what, they are probably gonna end up getting stopped. Two, immigration, you know, that's another big issue here, you know, some of our kids are gonna get affected. So it's a great thing but we need to take that into consideration. Documentation for teachers, you know, we have to be careful with that documentation, you know, they are being asked to document this, document that and you know what, when are they going to have time, let's say, middle school or secondary educator has 50 parents, if 50 parents call or when they have to call, just the 10 minutes, that's 500 minutes, that's almost 600 minutes which is how many hours, 10 hours a day you know. So let's take into consideration all this documentation that they have to do, you know, they have to still instruct the kids, when are they going to have time to call the parents and all that. Documentation, you know, email seems to be working the best because that in itself is a document so let's take that into consideration. Grades, as far as the packets are concerned, now, some teachers are giving more than the packets, what, which grades do parents have to worry about, do parents have to worry about extra work the teachers are giving or just the packets? Again, some teachers are going over and beyond, which is great, others are just doing what is asked of them to do you know, but parents are worried out there and we need to function as a district, district wide and not put pressure on other teachers because others are saying, well, you know what, this school is doing this much because the principal is pushing them more, this other school is only asking what's required so teachers don't know what's going on. So we need to function as a district and I mean, we are working together, we are doing the best, most definitely because we have never dealt with this, and again, thank you Dr., you've been doing a great job keeping us informed and this is still gonna go on, it's a learning process but we are gonna get over this, thank you. **Dr. Trevino stated, thank**

you. Ms. Pena stated, just a minute, so sorry, Ms. Brown. Ms. Brown stated, I agree with Mr. Garcia, I think its evolved from a temporary thing to what's looking like a permanent thing and we do want to worry a little more about uniformity cause we have heard that at one school they are requiring this and at another school there's, you know, different. So we need to work with the principals to ensure that there is uniformity in what we are demanding of our teachers if we can. **Dr. Gutierrez stated, that's something that we can discuss with the principal's tomorrow, we are gonna have a zoom conference with them and we will bring it up as a discussion item.** Ms. Pena stated, Ms., Dr. Tipton. Dr. Tipton stated, I had a question on the other side, for the professional development resources. On the recommended pathways for teachers which is the Google Classrooms all the way down to zoom training, are these pre-recorded sessions? **Dr. Trevino stated, I'm not sure how Ms. Castro organizes them, she's the one that's doing the trainings and I'm more than sure she's recording herself in the event that somebody else wants to hear it.** Dr. Tipton interjected, correct. **Dr. Trevino continued, but I know that for example, she's done training one on one and then she's done trainings like with the whole school that the principal says, you know what, she is going to be offering this training at, you know, from 3 to 4 and so she will know, I'm training at this time. So it's both ways, I mean, as far as one on one, is she recording herself, I'm assuming yes.** Dr. Tipton stated, I think that will be great cause that would definitely give the flexibility to that 8 to 4 to the teachers and really, only for those who need the training, correct? **Dr. Trevino stated, yes, and Region One also has trainings that we have indicated that they can take and those are all pre-recorded as well.** Dr. Tipton stated, okay, thank you. **Dr. Trevino stated, this slide is also just indicative of all the online professional development and the hours that have been taking place right. So Bilingual Ed, because we have to, TEA is indicating that we need to differentiate instruction, so teachers are supported or are supporting the bilingual ESL students by implementing the English language strategies through professional development, Elevation, Lexia, Zoom, Region I Coaching, SIOP and other on line resources. Mr. Olvera has been meeting with the individuals at each campus that directly work with teachers on this. They are also looking at the middle of the year and end of year LPACing that still needs to take place and how they are going to do that and carry that out in order to meet the requirements. And of course, the bilingual ESL parents are receiving on line resources and Lexia and that will begin April the 13th. So the Bilingual Department has been working with Technology to make sure that that becomes a reality. Through career and technology, some of our kids were on line to get a certificate, right, and CCMR credited. So CCMR will not be rated for next year, CCMR will only be reported, however, there were some kids getting certified in EMT and Firefighting so those are pending. If we do not return by May the 4th, we will wait for further details from the Texas Commission of Fire Protection to see what the kids can do so they can maintain their certificate. The Electrical Technology students will need to take a written exam to get certified so those are still on line to get their certificates. For any dual credit for Construction, that course continues through TSC and then there's other certifications that the students can be or can do from home. So we are really trying to push those CATE teachers to call the kids because those, the kids can still earn at home. And are there still some questions that need answers, and the CATE Department is still trying really, really hard in ensuring that if the kids were in line to get a certificate, that they can still get a certificate. Special Ed is huge, we do have a lot of students that are receiving services through Special Ed and we still**

have 262 students that are pending to get evaluated. And so what the state is saying is if the teacher already knew that this child has a potential of being or qualifying for special ed, services should be provided. They are also allowing packets for those students, they are communicating with those students via zoom and telephone conferencing and the teachers are very much supporting the special ed kids. Things that you all need to consider, that we are not ready, I don't think the superintendent is ready to make decisions, but there is employee awards, like the retirees, you all used to have an awards ceremony for them. Graduations, it's a lot of kids, you know, seven schools that parents are waiting, decisions are not made yet, they are not final, the superintendent would like some time to think about those a little more in detail. Student activities, the retirement dinner, the summer school, you know, will we have it, will we have it also on line. Those are questions that still need answers, the Baccalaureate, those are just a few of the things that we want you to have in mind in thinking about. This pandemic is causing changes in our lives, changes in the lives of students and we don't want to already make decisions so quickly and then later, like Dr. Gutierrez said, it changes right. But those are things that you all need to consider. Dr. Gutierrez interjected, and let me add, Dr. Trevino, is that I as a superintendent and I am sure this Board, we would love to have our kids have a graduation, it may not be when we have it scheduled but it may be later in June or sometime in July, perhaps in August, but one of the things I am sure you would agree with, we are committed to give the kids their, their graduation because that's their, that's a proud moment for the parents and that's their proud moment. Now we know that we need to have a graduation, we know that we need to perhaps have summer school, we know that's coming up, I'm just not ready to give a schedule of those events and because other districts have done theirs, it doesn't mean that Brownsville is not going to do ours. We are just trying to be timely about it and when we are going to do about it but it's not that we don't know when graduations are gonna take place, we know when graduations are gonna take place and we know that they are coming up, we are just gonna do it when its timely for us to do it and set up a schedule where it works for everybody. But are we ready at this time, no, cause we have other things that we need to take care of but we have to see what happens after this week and how this pandemic goes. But there will be a graduation and there will be a schedule and there will be a schedule that will fit in given the circumstances at the time, as well as the other things that we need to make sure that we have if time allows. But a graduation is non-negotiable, I think we should have one. Ms. Brown interjected, the problem with our school district is when we have graduation, its 9 graduations. **Dr. Gutierrez stated, correct, not one or two or three.** Ms. Brown echoed, its 9 graduation ceremonies. **Dr. Gutierrez continued, so it, for us, I wish it was one or two, because I could do those right away, but it's not like that.** Ms. Pena stated, I think if I'm not mistaken its less than 9 because the other schools are no longer graduating, it's down to six. **Dr. Gutierrez stated, its six or seven, it's gone to six or seven.** Ms. Pena stated, its six. **Dr. Gutierrez stated, seven, nine.** Ms. Pena stated, trust me, it does make a difference sir, you will feel it, Ms. Prisci. Dr. Tipton stated, Dr. Gutierrez, can you confirm to the public, the general public that even though we move the graduations forward, which again, it's out of our control and it is our intent, I think, to have the celebration, it doesn't hold back their diplomas for the seniors, can you? **Dr. Gutierrez stated, no it doesn't, their diplomas are already earned and awarded by the end of this school year and we can give them their diplomas and we still have a graduation like they do at the university, they just**

give you a letter that you completed everything but they can get their diplomas. Cause I know our seniors would need those diplomas because they are applying at universities and colleges already and they need them as proof, along with their high school transcripts. Dr. Tipton stated, correct, thank you sir. **Dr. Trevino stated, and so, going, or moving away from Curriculum into HR a little bit because the state has now announced, TEA has announced that school districts can waive the TTES (Texas Teacher Evaluation System) and TPESS (Texas Principal Evaluation Support System), so anyone that is certified through SBEC (State Board of Educators Certification) could, teachers and administrators could be waived from an evaluation. So in today's Board agenda, under agenda item number 9, under Covid-19, item number 6, it talks about the T-TES and T-PESS and actually all evaluations for all individuals in the district to be waived for this year. One of the things that with the TTES and TPES, TEA said that we needed to have DEIC approval. Last Thursday, DEIC met, zoom meeting, and they approved of this waiver coming to you all for approval. So I just wanted to make sure that I impress that upon you all that we follow the protocol of having the DEIC review it. Administration is making the recommendation that we waive all evaluations, not to add additional stress, but one of the things that it does indicate is that if in the event the school district was looking at non renewing and terminating somebody, we can still proceed with those because the district was already aligned and heading in that direction. So that is very clear as well in the waiver and that's all I have, I think you have asked a lot of questions in between but if you have any additional questions I'll be happy to entertain those, if not, thank you all so much. Dr. Gutierrez stated, this is, thank you Dr. Trevino, and I think it was about 2 hours and 15 minutes but.** Ms. Pena stated, that was the longest 5-minute presentation I have ever attended. **Dr. Gutierrez added, but it's a good, you did a good job.** Ms. Brown interjected, good job, very good job. Ms. Pena added, very informative. **Dr. Gutierrez stated, thank you to the C&I team, everyone, but as you can see now, you have all the changes under Covid-19 and requirements by TEA. I think Dr. Trevino and her staff have been putting this together, have been working on it and you can see there's been a lot of work that's been done behind the scenes that we've been doing along with the teachers and the entire staff. Lots of work has been done since, since Spring Break and now you get the over view and this is only half of it cause Dr. Cantu has her other half of other requirements also required to have in the business and operation side so I'm hoping that this was informative and you got a good overview of the Curriculum & Instruction under Covid-19.** Ms. Brown interjected, excellent. Ms. Pena asked, and will this be available for the public to review? **Dr. Gutierrez stated, yes, Dr. Trevino, can we make sure that this power point, yours and Dr. Cantu's as well, yours Dr. Cantu, they get to be posted in the website as well. Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees interjected, I put it on BoardBook.** Ms. Pena added, but for the public, the public doesn't have BoardBook so on the website so they can review it. Mr. Garcia interjected, that's what I was gonna ask because, yeah, maybe on the website, it answers a lot of those questions that are out there. Ms. Pena added, it does. Mr. Garcia continued, so to answer those, that misinformation that is being addressed. Ms. Pena stated, yes, go ahead Mr. Cowen. Mr. Cowen stated, would, would the Chair consider allowing, we have a consent agenda coming up and we have these Covid-19 issues, if we can make one motion to cover both items and approve them at one time and then? Ms. Pena interjected, this one is just a presentation. Mr. Cowen stated, no, I understand. Ms. Pena added, so there's no approval

required for a presentation sir. Mr. Cowen stated, no, no, but there is some requirement on the next section. **Dr. Gutierrez asked, on the Covid-19 action items?** Mr. Cowen stated, number 9, Covid-19 action items in consent agenda and then rather than we circle items, what I'm asking you to do is just if somebody wants a particular item to make a comment about it, give them the freedom and the liberty to be able to do that but we can take it all up together at one time in the interest of moving this meeting forward cause we still have executive session to go. Ms. Pena stated, yeah, I don't know if this next presentation is going to be another 2-hour presentation, if can kind of go through it a little bit quicker, go ahead Ms. Tipton. Dr. Tipton stated, Mr. Cowen, and I appreciate your input but I think that this next presentation also has to do with Covid and the action items that we are going to cover so I would like to, you know, listen to the presentation first before we actually move to consent agenda. Ms. Brown interjected, I feel the same, I want to hear everything before we do anything. Ms. Pena stated, okay, go ahead Dr. Gutierrez.

* Business/Operations Requirements

Dr. Rene Gutierrez, Superintendent of Schools stated, Dr. Cantu, it is now your turn to just give us an update of the Covid-19 on the business and operation side. Because there is also another line of requirements in her departments. Dr. Nereida Cantu, Deputy Superintendent for Business/Operations stated, yes, thank you Dr. Gutierrez, good afternoon President Pena and Board Members and for our community who is listening, todays presentation is about, just like in the Curriculum area there's implications in the Business & Operations side so what I would like to do is share some of these changes that TEA and also the Governor has made and what those implications are for our district. In today's agenda, what I would like to just review is, we know that there's a state of emergency is going on and several of you have talked about how the district has been put in a situation where we have to make adjustments, we have to adopt a different approach on the way we conduct school business, we all know that. So in today's presentation I would like to just tell you some of those impacts, in the business office and the operations office. I'm gonna provide you some updates on the most recent guidance that the Texas Education Agency has given us regarding these areas. The first one, and I'm not going to spend too much time on this because Dr. Trevino did a great job explaining this but the first thing we have to do in our district is to decide which type of operational model we wanted to follow. And there was 4 options that were given to us and we obviously chose option number one, closed and instructing. Dr. Trevino talked about the instructional packets and providing the support and the reason that support is very important for us is because if you notice that note on that slide number 2, that if we were to continue to receive funding while closed, we needed to commit to supporting students at home. So the closed instructing allows us to continue funding, receiving funding from the state. So if we talk a little bit about closed and instructing we know that that's the model that we are gonna follow in our district and therefore following. I'm not going to go into the instructional support that are required, Dr. Trevino explained those and did a good job presenting those. But what I would like to talk about is the attendance documentation because the attendance generates funding. So let's talk about that, so the attendance, in order for us, what the state said now that we are closed and we are instructing, we do not need to document student attendance. So it's not, we don't have to be checking on every single student to see if they are here or absent. We

automatically receive an attendance waiver from the 90% rule, for those of you that may not know about the 90% rule, Texas says that students must be in school at least 90% of the time and so that was automatically waived, we did not have to sign any paper work or documentation to do that. What we did need to do was apply for a missed school days' waiver when the campus was closed. And this is, what that means is, that we are closed, we still get the funding, we still follow the same minutes that are required and the same days that are outlined in the calendar. But the state wanted to know and make sure that we had applied for this one waiver. On this slide you can see what that one statement is, the missed school day waiver, we submitted that immediately as soon as the Board approved this and as soon as our superintendent asked us to move forward. Now the timeline that you see here on this slide is illustrating finance reporting, you, I want to clarify that there's two timelines that we are looking at. One timeline is for instruction; this timeline is for financial reporting. So what will happen here, the 4th six weeks, it began with our calendar on January the 7th, but it ended when we, the last day of instruction before we closed, which was March the 13th. The 5th six weeks, for reporting purposes, begins when we come back or when we opened up which was March the 23rd, the 5th six weeks, we don't know when its gonna end, it's when we decide to bring our students back, okay, there may not be a six weeks at that point. So this timeline is a little different in the finance, but let's talk about what's this budget and what does it mean for our budget. So we know that we are not, the state calculates the average daily attendance which is also known as ADA, to give us our funding for every year. So what are they going to do for next year? They are going to take the average daily attendance through the end of the 4th six weeks, okay, adjusted, based on historical differences and the attendance from the 1st through 4th six weeks which is a good thing because we have higher attendance in the beginning six weeks. But then they are gonna look at the 5th six weeks, it's going to be ignored for ADA purposes because they know that the students are not here. So basically, the attendance, the ADA is going to be at the 4th six weeks and then adjusted based on the 1st through 4th six weeks. On this slide, we know that if we were to open, and I'm not going to spend a lot of time, I know that you guys have gotten a lot of information but if we were to open and we still had low attendance we could still submit a low attendance waiver. That one is available on line so I snipped a little of it, it is not the entire form but we are able to submit that in the event that we do come back, we don't know at this point what's gonna happen. So, remaining closed, students remain at home, funding is not impacted, TEA also incorporates the data for the attendance reporting as normal, even if we were to, if we were closed and we reopen, let's just suppose, like right now, we reopen before the end of the 6th six weeks, before the end of the school year, then they are gonna use up to six weeks of attendance but it's still in a formula approach. TEA will not utilize attendance data during the 6th six weeks, that's the one that is going to be uneasy or unknown because of the number of days the students come back. So let's talk a little bit about, there was some questions asked earlier about special funding and some flexibility that we do have. I'm going to address the special programs, there is a rule at the state level that says we have to spend 55% of the allocation every year. These special programs are listed on that funnel, its State Bilingual, State Special Ed., State CTE, State Comp and CCMR, that's the rule in place, 55% of spending. However, what they are asking is that we have, we make a good faith effort to ensure that this funding is spent on these students that have these needs. However, they are going to wait until the TEA,

the Texas Education Agency, is going to wait until final expenditures are reported to see if they are going to waive the 55%. I can tell you that in our district we are above the 55% so we are okay in that area. TEA will continue to support flexibility, one of the things that TEA continues to tell us is, they are going to have some flexibility because there's operating budgets that are still being used and salaries are still being paid. The message from TEA is continue to pay using the budgets that are allocated for that with the right intent code, we are going to be flexible. And will the district be reimbursed is a huge question because we have made some expenditures at the district level to address, for example, the postage being mailed out, you know, will we get reimbursed for these things? So this is what the state is telling us, that yes, there will be some reimbursements but if you notice that first line, I quoted, we don't know what type of extra expenditures will be reimbursed and that's a TEA guidance as of March the 25th. There will be some form of reimbursement, TEA is going to issue guidance as soon as it received, as of today, we don't have that guidance. In the meantime, what they have told us is to document, document the need, document the reason for the expenditure and also, why this is Covid related. So examples, for example, gloves were ordered, masks were ordered, postage was paid to get the packets out, those are extra expenditures that we typically would not make so we are coding those and we are gonna talk a little bit about that because there is an opportunity for reimbursement. It also includes books, textbooks and digital devices. One of the things that they asked us is to use a local option in our system so that that way when we run these reports we can see that all these reports were coded a certain way. So I spoke to the business and finance staff and one of the things that they are doing is when a principal or administrator enters a purchase order, they are labeling it, there a drop down and its Corona. And so whenever we need to know how much has been spent for this we will be able to run that report so we do have a way of tracking our expenses. So that's a little bit on the finance side, but we also have operational side and I want to tell you that one of the departments that fast and furiously, during Spring Break, we were off for Spring Break and during that week, when we learned that we were going to be closed that following week, the Food and Nutrition Services Administrator and her staff, Ms. Laura Villarreal, came in and prepared meals for the 23rd, we didn't skip a beat. That next Monday, we were open and serving food and what I would like to do is just take an opportunity to give a shout out to our F&S Team, they did a super job in preparing meals and making sure that on that first Monday we were ready to distribute meals. This is what I wanted to share with you, one of the things in the F&S Department, we had thought about using school bus drivers and buses to take and deliver food to different neighborhoods, however, we didn't choose this option because we felt that there was going to be some contact with students at the different stops. What we did do though, one of the things that we did is we looked what the Department of Agriculture was saying about reimbursable meals and they gave us 3 models. And Board Members, I know that you have received a lot of calls about students being in the cars, students not being in the cars, so I would like to spend a minute explaining the differences. There's 3 models for purposes of today's conversation, the first one is open enrollment, that's the model that we are using right now. There's another, the second model is open enrollment but we have to verify documents and I am going to walk you through the differences. The third model is closed but enrolled and its verification also of documents. Created in you power point, I created a table, the table talks about the differences and I'd like to

walk you through, there's 13 items there. And for purposes of the community, I want them to understand the reason we chose open and only visual verification which is the current model. So for example, on item number 1, feeds all children, 0 to 18 years of age, the current model, all we do as a visual verification, there's 5 kids in the car, 5 meals are given to the parents. If we did the open enrolled, there's 5 kids, we would have to say, 5 kids, give us your verification that you enrolled in BISD okay. And then the closed means also that we still have to serve, the would still need identification. Let me tell you why moving away from this option, the current option would be a concern. Right now we are feeding our HeadStart children, children that might be in private schools, we are feeding children that might be in the charter school. So all we are doing is 0 to 18 get a meal, so that's a reason, on open enrollment, all students, just through visual verification. Number 2 allows meals to be distributed only to currently enrolled students, that's the closed model. That means that if a student from HeadStart is in the car and there's other kids that are enrolled in school, the kids that are enrolled get a meal, the HeadStart kid would not get a meal. And so that to us felt uneasy, we wanted all kids to get a meal. The 3rd one, we would have to turn away the most vulnerable population, there is 5 items there, for example, an official school letter, a report card, an attendance record, a birth certificate or a student ID card. Currently, some of our elementary schools have ID's, not all our high school students, some of them misplace them, that's just being a teenager. So one of the things that we did is again, keeping it open, we don't have to have any type of verification, however, Dr. Gutierrez has asked us to look at and plan or have a plan B in place. So our technology team has worked on developing an App where parents can go to the link, put their child's name in and then it would send them a barcode they could have on their phone or they could have it on a piece of paper, printed out and bring the barcode and we can scan. However, if we go that option, remember what I said, we are going to have to eliminate the HeadStart, private schools and charter schools. Ms. Pena stated, I have a question on that real quick. **Dr. Cantu stated, yes maam.** Ms. Pena asked, if you, I know we are doing that the children are in the vehicle and that's exempt as far as the County Judge because you bring your children to pick up food, but we have parents that brings in the ID's because he couldn't bring their children with them, are we still, are we gonna honor that? Let's say she has 3 ID's of elementary, 1 of junior high and 1 of high school, will we honor those ID's or tell them, no, right now you have to bring them in the car? **Dr. Gutierrez stated, not with the current model, they would have to be in the car and that's something that we have been talking about it, today was the last day that we served for this, the remainder of this week. We were looking at perhaps holding off another week.** Ms. Pena stated, okay, okay. **Dr. Gutierrez continued, because the crisis is supposed to be these two weeks, this week and next week.** Ms. Pena stated, correct, the peak of the crisis. **Dr. Gutierrez stated, the peak of the crisis, correct, and so it was kind of like, kind of like a self-quarantine.** Ms. Pena stated, correct. **Dr. Gutierrez added, if you will, of moving away from meals at least for next week and then bringing it back on April the 21st, on a Tuesday and having it, doing it twice a week. And I'm looking at perhaps going with the parent only in the car and only BISD students at that time cause that would be the model that we would follow now.** Ms. Pena asked, okay, and what would be the problem with doing it both ways? **Dr. Gutierrez stated, I think.** Ms. Pena asked, what would be the problem with the children in the car or bringing in the ID's because you didn't have enough room in the car because some people have too many children and they are hitching a ride

with someone who already has their kids in the car. What would be the problem, is there something that prevents us from doing that, that's my question? **Dr. Cantu stated, what happens, that's a great question and thank you Ms. Pena for asking because that is exactly the same question that Dr. Gutierrez had asked, can't we do the best of both worlds? What happens is, we have to submit an application to the United States Department of Ag who gives us the reimbursable meals and we have to select which model we are going to follow. So that's the reason we cannot do the combination, it's one model needs to be selected.** Ms. Pena stated, so in other words, they mandate that we follow one or the other. **Dr. Cantu stated, that is correct maam.** Ms. Pena asked, okay, has anyone picked up the phone and called them and asked them if it's possible to do both? Or is it something that slipped their mind because this is something so new, they just threw it out there without thinking it out in the long run, that's just my thought? **Dr. Gutierrez stated, it took us a long time, just to, from the state, to get the model where the parents could be only in the car and get the meals. And that one took us over a week, it took an act of congress to get it through. I don't think that, you know, mixing the models at this time is being under consideration.** Ms. Pena stated, okay. **Dr. Gutierrez stated, but we will follow the model that is gonna fit and probably resuming this meal program it will probably be the BISD kids and only the parents because they are, the county, again, going back to governance from other agencies, they are pushing for the kids to stay home and not be in the vehicle.** Ms. Pena stated, okay, I appreciate it and I asked that question cause I know those questions are out there. **Dr. Cantu stated, thank you for asking the question though.** Ms. Perez-Reyes interjected, well, wouldn't, wouldn't they have to accommodate to us thought and I mean that because right now if the Sheriff's office stops you or a Constable or a Sheriff, law enforcement, whatever, they should stop you right now, more than one person in the vehicle, there's children in a vehicle, they wouldn't cite them you know. So I would prefer that we keep the current model because obviously it would feed more children, you know, BISD students or not. And then they would have to work with us you know, I don't think that feeding children, I don't think that feeding children is something that we accommodate to them or what their expectation is, they have to accommodate to us you know. Because it's more important to us that we are able to feed more children. **Dr. Gutierrez stated, you have gotten the parent calls that they don't take the child and they want the meal and.** Ms. Perez-Reyes interjected, we get a lot of calls, you know, but we have to choose. **Dr. Gutierrez continued, yeah, there you go.** Ms. Perez-Reyes interjected, to what's more important, you know. **Dr. Gutierrez stated, we don't win either way.** Ms. Perez-Reyes stated, and we don't, and we don't and we've seen that and I think that all of us here we realize that. You know, we are never going to make everybody happy but do we choose to make happy the people that want to complain about that or do we want to make sure that we feed the most vulnerable that are going to be able to maximize these meals, only depend on these meals to, as a source of food, really? And you know, if we just look at the news, 6.6 Americans have lost jobs or are unemployed, we are not even talking about our small business owner right now whom are already out of business you know. So we have people that are doing well before and they are just not making ends meet right now. You know, so for me, you know, this isn't an issue and it hasn't been, you know, I think that at BISD, we really wanted to collaborate with the city, with the county, we've been working with them and we want their input and we want to be able to abide by their restriction and we want to honor their orders but at the same time I think that you know, it's a little selfish of any other entity whose not gonna step up to the plate and provide the services that we are

providing to tell us what we should and shouldn't do when we know, we know what we are doing. You know, we know what we are doing and I really, I would hope that you would agree and that the Board would agree that it's important for us to continue to provide meals to our children, 0 to 18 and then ask our leaders and to their credit, I will say some of the county officials have called and said, please don't stop the meal program because we know it's really going to affect the population and they are not in a position to be able to provide that service. So you know, I know that I've asked them to support us publicly because I know that we are never going to win anyway, you know, we still don't win you know, 100% of the people are not going to be happy but I think it's important that we consider, that we consider that and I know that we would have some support from our local leaders and our senator and our state representatives for this, anyway, so. Ms. Pena stated, if I may real quick, I guess what she is trying to say is when someone comes up to you and they want a meal and they don't have their children but they have their cards or ID's, you know, sometime sir, we are talking about human life's here, we can't get so stuck in doing things right that we forget to do the right thing. Ms. Perez-Reyes interjected, that's not what I'm saying. Ms. Brown interjected, that's not what Laura was saying at all. Ms. Perez-Reyes stated, sorry Ms. Pena. Ms. Brown added, that's not what she was saying. Ms. Pena added, well, that is part of what you were saying because of the fact that you know, you want to stay with the regular one to bring the child with them so we can continue to cover everyone. Mr. Garcia interjected, stay with the current model. Ms. Pena echoed, with the current model where the superintendent says, well, he wants to go back and just do the ID and the people who come to school with us. And it goes back to the same thing because how do you turn someone down who has someone who is maybe 3 years old and not in our school program yet but he is not going to have a meal, Mr. Garcia is next, I'm sorry, go ahead. Mr. Garcia stated, we would have to switch to the open model, you know, I agree with Laura 100% and the county has been lenient that they have waived, during certain hours and that can be continued to be done as such if we continue with this current model. I think we need to get together with the county judge and the city mayor to be on the same page to make sure that we continue with this. There's a lot of need out there right now that we should be turning, unfortunately, the children will need to be there, you know, because in order to again, fulfill this requirement by USDA, it's not our doing, its USDA's doing so we are just following in order to meet the needs of most people. Food pantries are running low, unemployment is rampant right now, there's a lot of need, you know, there's been that at risk, reach out for the at risk kids, there's a lot of kids out there, a lot of parents do not qualify for SNAP right now, the 1,200 dollars that they are gonna get is not gonna be sufficient, this is not going to be for one week, two weeks, a month, it's gonna be longer than that. So is there a need, most definitely so we need to reach out to the county and the city and work together to get this worked out. **Dr. Gutierrez stated, well, I think and I'm glad we are having this conversation about the meal program. You know, every district and every community has their own, their own way of operating and sometimes they are trying to compare districts with other districts as to what they are doing, for example, the meal program. Brownsville ISD is Brownsville ISD, and we are very, and we are different from surrounding districts as they are different from us. We are doing what we can with the resources that we have in our district and one of the things that I have said is that when you look at the positive cases of Covid, 16 cases in Cameron County, most of them are from Brownsville you know. And I think and I believe we are the only district in the county that has students and a staff member that have tested positive. So that's different from everyone else you know**

and so if we are, and I agree that I believe that every child from 0 to 18, regardless of where they go to school in our community, if we can serve them, let's do that, and the only thing is they have to be in the car but that's okay, that's fine. I just want the support of the city and the county and they have been supportive but they are kind of like hesitant to say, the kids, they don't have to be in the car cause they are running the risk of being exposed. But there is no right answer, there is no wrong answer, it's like, what are we gonna do cause either way, something happens, somebody is gonna be affected either way. The way we are doing it, we are trying to serve as many kids as possible regardless of where they go and you know what, that is very commendable of us to be serving kids regardless of what school they attend, all we are asking is be in the car and law enforcement has been working with us. If they are going to conduct that kind of a business, to be in the car to go get meals, they are not going to cite them, cite the parents and the only thing is don't compare us with anyone else, what they are doing cause I respect what they are doing, they need to respect what we are doing. And I am very respectful of what other districts are doing but so respect what we are doing, this is what is working for us and this is where we are. Ms. Pena asked, so Dr. Gutierrez, you are okay with keeping the model we are using now. **Dr. Gutierrez replied, I can keep the model, absolutely.** Ms. Pena stated, I think that would be the right thing to do, that way we can make sure that everyone who needs to get food gets food. **Dr. Gutierrez added, I think I hear the, I think I hear the in this discussion that this model is to serve kids from 0 to 18 that live in our community regardless of where they go.** Ms. Pena stated, yes sir, I agree with that, Ms. Prisci and then Mr. Cowen and then Laura and then Drue, we are gonna go that way, go around, go ahead. Dr. Tipton stated, that model requires for the children to be in the car, correct, so going back to, you know, what Dr. Gutierrez had mentioned, right, is wanting the best of both worlds, right, mending, blending the model 1 and model 2, right, that is going to take for us to maybe reach out to some of our, I know some of our representatives, you know, have reached out to some of us. You know, as soon as they saw, we were going to be feeding the most vulnerable out there, they reached out to see how they could help so maybe this is the time you know, that we can, you know, start those collaborations and see, can we have the best of both worlds, you know, to, you know, meet this pandemic need. Mr. Cowen stated, Madame Chair. Ms. Pena stated, Mr. Cowen. Mr. Cowen stated, it's a good point Ms. Tipton, Dr. Tipton. Dr. Gutierrez, Dr. Cantu, I think we need to try to get the meals restored as quickly as possible. I know that we are going into our peak period, and I, but, I know, because I have an office down town and there's so many people down town that would just kind of portage through down town, pick up card board out of trash cans, clothing out of trash cans, wash cars and I see people and I mean, they are the bread winners for families and I'm not talking about illegal aliens running around town. These people are just destitute and they are not doing well at all and you know, they have children and they don't have any food, they are children who are United States citizens whose parents are, don't have legal status and they are not going to get the 1,200-dollar check, they can't work, they can't do anything, they are not gonna have any food. And so if we go, I don't know that the affect would be of going one week without providing meals to these people. But there's gotta be some safety net for these people that we can tap into these children that we can tap into in the interim while we are out. I do know that you said that you were looking at changing the way we were gonna do things when we came back, not just have meals every day but you could maybe every other day have meals and get people two days' worth of meals and things like that and you might want to elaborate a bit on that. But I really would like to see this as

quickly as possible get the food back into the, so our children do have food to eat. **Dr. Gutierrez stated, yes, go ahead, I will answer to your question.** Ms. Pena stated, Ms. Laura. Ms. Perez-Reyes stated, just as a follow up, I did want to thank you because I know that the district and BISD employees and everybody has been playing a very important part in every effort and in every effort, whether it be instructional packets, whether it be with FNS, I know that we are also compensating them, we are doing the time and a half and so I know that while we are always, you know, judged or criticized, you know, whatever we want to call it, we have a duty, we have an obligation to do what's in the best interest you know. And every decision that we make is always in the best interest of the bigger picture right. And so I want to thank you for that, I do also want to thank my colleagues because everybody has always been available and for healthy discussion and you know, sometimes we'll disagree on some things but for the most part, I think that we all want to do what is right, we want to move forward. We don't want to expose employees, you know, but we want to continue to provide this service for our students. That said, I want to say, comment, we've been serving on a regular basis about, between 5 and 7 thousand meals? **Dr. Gutierrez stated, that's correct.** Ms. Perez-Reyes continued, so you know, that's a lot of meals, I don't think that anybody gets in a 1-hour line if they don't need it you know. I've received certain calls from people, well, you know, maybe it's not, the food is the last thing they should worry about, it's not priority. Well, people that maybe feel that way have never, they have food to eat, right and so everybody is, people formulate their own opinions based on what their personal experiences are you know. Some people, you know, initially when you made it, when you made the decision to close the district, I was worried about students because, especially during a crisis right now, domestic violence cases they are all increasing you know. **Dr. Gutierrez interjected, correct.** Ms. Perez-Reyes continued, and I worry, for me, I took that at heart right, because, maybe because of where I work and then I see the kids here, I'd hate for kids to be put in those positions when they can be at school right, worried about their meals so. We've been very thorough, thought about everything, for every single decision that has been made by this district, by yourself, your administration, this Board, we've been very thorough, we've thought about everything and every decision that has been made has been made, again, in the best interest of students. So, do we get to please everybody 100% of the time, absolutely not, but again, we do what is best to protect our employees, to keep everybody healthy, to stop the spread as much as, as much as we can right to help flatten the curve and now with the meals. I know that you have mentioned maybe potentially serving once or twice a week and supply enough meals for the entire week, again, in efforts to reduce. We definitely want to, we understand the importance of flattening the curve and we want to work with the county and the city but again, we focus on the bigger picture of feeding more kids and I think that that's why we have come to the conclusions that we do, thank you. Ms. Pena stated, thank you, Mr. Garcia. Mr. Garcia stated, yes, once again, thank you Dr. Gutierrez for all this being taken into consideration, you know, a lot of people were mentioning about using transportation to deliver, I'm glad that that was considered and like you said, this model is the best model that fits us to serve as many children as we have been doing. F&S, Transportation has assisted, Security, they have done a tremendous job of serving these many meals, who else can do this job better than our own F&N group. You go to a fast food restaurant and how long do they have to wait, we serve hundreds of meals in an hour and a half. I mean, there is no way that these people can do what we have done, what we have accomplished. My hat goes off to them and you know, its, I got the opportunity to go and visit these facilities with social distancing in mind, you know, contrary to what some people are saying, you

know, there were others that went out there and visited as well, it showed our employees out there that we are with them and we will continue to be with them and we are going to provide whatever they ask, whatever they need and I know that you are doing that with their safety in mind. We are not doing anything other than to try to serve the population that needs it the most. And my hats off again to these people in the front line to provide their services and all I can say is thank you and yes, we are going to have some positives and its expected when we represent 1/5 of the population in Brownsville so that's a given. We are gonna have more positives, unfortunately, thank you. Ms. Pena stated, I think we are fortunate to have positives, very fortunate, Ms. Drue. Ms. Brown stated, Brownsville has a long history of always being there to serve the community and the greater good, it's what we do. Our nurses have always been one of the first health care providers that our families would see, our bus services were always above and beyond what other districts were doing and right now we are doing food. I hated to see it stop because there is nobody else to pick up this ball, I mean, there is nobody. I was reading the comments, there was a real good posting on our social media page yesterday and the comments from the parents were just beautiful about, I mean, it was a notice today to let them know that today was the last day and they were so thankful that we had been doing this. I know there's been criticism, I know there's been some back and forth with our county and our city leaders but there's nobody else to pick it up. Now, I do worry because this week and next week there's supposed to be spikes in this and I don't know that we need to honor that moratorium for this week and next week, I don't know, that's a decision that you'll have to make Dr. Gutierrez but I like the model that we do. Brownsville ISD started feeding all students regardless of economic situation before anybody else just about in the country and we have always done that and there's, we have a lot of people that are dependent on the food that we provide. If we do less days, that's fine, if we only do it a couple of days a week or something, but to not provide food when we can, when it doesn't really cost us anything to do it and there's no one else to do it, we've gotta do what's right, that's my opinion. Ms. Pena stated, thank you, go ahead sir. **Dr. Gutierrez stated, thank you, I need to, it's hard to talk with this mask on. The meal program has been a very, very difficult decision for me as we have been working throughout these last two weeks and part of this week. The risk that the employees are putting themselves on the line and all of us that come to work every day, its heavy on me as superintendent because I feel I am responsible for that and I take full responsibility for what's going on during this crisis and the way I'm handling the situations. From the curriculum to the business side, to the meal program and I have thought about it long and hard because I feel for the kids, I think the kids deserve a meal. Dr. Cantu interjected, I'd like to add that one of the things that we are doing is, Dr. Gutierrez is very cognizant about making sure that every child in the car receives a meal so that's the reason we are looking at 0 to 18 so that all students can get a meal. It appears from the nodding of heads that this is the model that you'd like for us to continue, I'd like to share that, and thank you Mr. Garcia for reminding me about something that I almost forgot to mention. Before the nurses start cooking, our nurses are checking the temperature of every employee. The other item is that we needed help, runners to run the meals from where they were being prepared to the cars and our transportation team came through. We needed security to help us with traffic suggestions and so forth, they came through. So it really has been a team effort and we are so very proud, as Dr. Gutierrez was mentioning, this is so important for our community. You see a note on your power point, that's one of many that we have received, that was posted on a car as they were**

driving through. This option, they drive through, we give them the meals, there is no exchange of documents, there is no exchange of anything. This, we believe that this model will help our students and our staff keep safe and most importantly, feed our students. Dr. Gutierrez talked about bundling meals, we, you know, what we have done is postpone the meal program, we have not canceled it. there is a difference there, postpone means that we are gonna reconsider. Dr. Gutierrez interjected, thank you Dr. Cantu, thank you for stepping in while I was going through. Ms. Brown interjected, good move, good move. **Dr. Gutierrez continued, thank you for that**. **Dr. Cantu stated, you are welcome sir. Dr. Gutierrez continued, but let me just continue that its hard on me to see this and its hard on all of us and you are looking at the risk of the employees and you are looking at the risk of the, for the meals. But I've also appreciated this Board has been very supportive of allowing me to make the decisions that I need to make and I am not going to, because of, you know, we are evaluating every day what's going on and I'm hearing the Board, I hear the staff, I hear the community, I get the calls too and I get the text messages as well. And I'm glad that you are giving me the flexibility because I am seriously, you know, reconsidering that, you know, moving on next week, don't pause for a week. I was thinking of, you know, of taking just a one week to kind of like let things calm down but it hurts me to see that kids don't get meals and when you have unemployment over 3,000% in the country of people filing for unemployment, everybody is hurting. We don't want the kids lacking a meal and so we are looking reconsidering next week and move on it and we are moving forward though, I do want to say that instead of having it every day, Monday thru Friday, we are going to go twice a week and provide them the meals for the full week during those two days and so we got some work to do Dr. Cantu with Ms. Villarreal. And I want to thank Ms. Villarreal and her F&S staff and the Transportation and everyone involved in putting out those meals and giving them to the families. But I really want to say that, that it hurts me a lot and everyday I'm having to think it over and over how I'm gonna proceed because I'm affecting families, I'm affecting kids, I'm affecting staff members, I'm affecting so many people. So I'm looking at that and I know that you have given me the full reigns to be able to do what I need to do to run this district and I reserve the right to change my mind.** Ms. Pena stated, but we understand, hold on sir, hold on sir, we totally understand your stance because they do say in the news every day that the peak of this virus is coming in the next two weeks. So the decision that you will make is very difficult because you, I know you are trying to think, do I feed the children or do I run the risk that they get the Corona Virus? You are between a rock and a hard spot, so whatever decision you make sir, know that the Board is gonna support you because we are between a rock and a hard spot because they are out there constantly saying, the next two weeks is going to be the peak of the virus. The last thing we want is for it to spread so whatever decision you make sir, know that the Board will support you 100% cause we are here to provide for the community and keep them safe and healthy, let me get Mr. Baltazar. *Mr. Baltazar Salazar, Legal Counsel stated, yes, if I may, Board Members, Mr. Superintendent, I have been having some conversations with both public entities, the city and the county and one of the things that I realized very quickly was that nobody knows food service like BISD. The city didn't even, I don't know if they knew how many meals we were serving but they didn't know that we had 44 thousand students, that we are serving 7 to 8 thousand meals within an hour and a half, they didn't know we do this during the summer time. And I think you as the superintendent are in a very unique situation because what fits a county may*

not fit BISD, what fits a city may not fit BISD and I think I sent a memorandum to everyone that whatever decision the superintendent makes and this Board makes, is still, the way I've looked at the state and the county and the city's orders, we will still be within our right and you won't be stepping on anybody's rights, we won't be exceeding our authority or the Board won't be exceeding their authority as a Board or the superintendent. But I have looked at that and I do just want to let the Board know that nobody is in a better position to make that decision better than the superintendent and our Food Service Department because we do know food services better than anyone in the county. **Dr. Cantu stated, thank you sir. Dr. Gutierrez stated, thank you sir.** Ms. Pena stated, very well stated. Mr. Garcia interjected, my hats off to those agencies out there assisting us, F&F, Transportation, Security, they've done a great job. Ms. Pena added, BISD is the best, thank you, Ms. Cantu, go ahead. **Dr. Cantu stated, yes, I'd like to just summarize our food program by Mr. Garcia or Ms. Perez brought up something about notifying the city and the county. I do want you to know that every day that we have the meals being served, they get a reminder call, please don't stop our parents that are picking up meals between 11:30 and 1:00. So yes, we are in daily communication with the, with the city and the county and they are aware that they are not going to be stopping our parents. Dr. Gutierrez stated, thank you. Dr. Cantu stated, I'm not going to go through the other items because I think they are self-explanatory as far as the current model obviously gives us a lot of advantages, I've highlighted them for you. The items in yellow are the other models so for example, number 9, that you have to verify documents, that means exchangeable, documents have to be exchanged between people and that something we don't want to risk out staff with. So the yellow means it's not a positive for us and that's the reason, some of the reasons we did not choose that model. I'm going to move us along and talk a little bit about federal and state grants because we talked about local funding which is the average daily attendance but there is also federal and state grants and one of the things, the guidance that we are getting is that there is going to be some flexibility from the federal government and from the state. TEA expects the flexibility and understands that for example, some of the federal grants, they have a 27-month life and they are going to carry over the funds for next year so we are not going to lose any funds. If they are not spent within those 27 months, we can carry it over so that's a good thing for us. For federal grants, there is a Ed-Flex waiver that I provided a sample of there and this will allow us, instead of a certain percentage, and it depends on the grant, some grants we are able to carry 10%, some 15%, well we can apply for this waiver if we need to carry more money, we are not going to lose it because of Covid-19. This slide here has a comparison between the title and the federal funds and again, TEA is going to allow us to carry over amounts, more amounts than usual, we will be applying for the Ed-Flex waiver so that we can get carry over and in some cases TEA is not going to have carry over limitations. In the federal grants, we are going to the ESSA which is funding for the elementary and secondary education act, the funds will be left there so that we can roll them over. And so any waiver that you see here, the bottom line is, in funding, we have flexibility and we are not going to lose any money because of Covid-19. Regarding, continuing with federal funds, the United States Department of Education is gonna continue to issue guidance on allowable expenditures, activities and services, we are getting updates on a daily basis. So as we get those we are informing the different departments so everyone is aware of what those guidelines are for the funding.** Ms. Pena interjected, real quick. **Dr. Cantu stated, yes maam.** Ms.

Pena continued, I know on the previous page we have the IDEA and the information, will you remind me what the IDEA acronym stands for? **Dr. Cantu stated, IDEA is the special education and its.** Ms. Pena interjected, individuals, I can't remember. **Dr. Cantu continued, individuals with disabilities education act.** Ms. Pena stated, okay, there you go, thank you. **Dr. Cantu added, yes, it's for our special ed students maam. Dr. Gutierrez interjected, and this is for the federal funds that we get to serve our special ed population, but its IDEA, the right IDEA. Dr. Cantu added, correct, and in IDEA, Dr. Trevino talked about special ed services, this funding must be used for our special ed students and we have to continue the equity piece for special education students. So when it says here that it doesn't have the same waiver, in other words, the special ed funding we can't say, well, we are not going to use it this year we will save it for next year, we can't because we have to spend it on the needs of children now, our special needs students. Okay, and so federal grants remind us, that second checkmark, that travel should not be done and reimbursed ahead of time which we know that already and the flexibility will continue. I'd like to close with just again, these are uncharted waters, we know that this is very new, we are having to adapt and modify daily and things change, Dr. Gutierrez keeps us informed of the things that are coming up. We don't have all the answers at this time, we know that there is things that Covid related that we still don't know but I do want to take the opportunity to thank the Board for your support because we know that when Dr. Gutierrez makes a recommendation it's for the best of students, what's best for students, for parents and staff and we want to make sure that we offer the best education that they deserve. In the very last slide I included a link, this is the link that we are using both, there's the instructional side and finance side, I copied what is available under waivers and funding but there's sections on assessment, sections on instructional support, those of you that like to read a little bit more about the TEA or the US Department of Education, the guidance that they are giving us, this is the website that we are referencing. And I'd like to just end by saying that we are all in this together, just six feet apart.** Ms. Pena stated, I like that, who came up with that? **Dr. Cantu added, and I do want to apologize for having spoken with a mask but I've been under the weather and I wanted to, for the safety of my colleagues, to just make sure I keep everyone safe.** Ms. Pena stated, thank you very much, we appreciate that, for your presentation. Ms. Perez-Reyes interjected, thank you. **Dr. Cantu stated, thank you very much. Dr. Gutierrez stated, thank you Dr. Cantu, any questions? This is the other side of Business & Operations, Covid-19 updates and requirements that we are gonna have to continue to comply and work with. Just wanted to give you the overview from both the Curriculum side and Business & Operation side. Thank you ladies, you all did an awesome job. Ms. Pena echoed, yes, thank you very much, moving on Ms. Pat.**

VII. PUBLIC COMMENT: (COVID-19)

Public Comment Period has been suspended. This decision is based on the evolving COVID-19 Public Health Threat.

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

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

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.

Motion was made by Ms. Laura Perez-Reyes, Board Member, seconded by Dr. Prisci Roca Tipton, Board Member and unanimously carried to recommend approval of the General Function items as reflected on the Consent Agenda. (6-0)

X.	A.	General Function	1, 2
	B.	Payments	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
	C.	Contracts/Agreements	1, 2, 3

(**All presentations limited to five (5) minutes)**

IX. COVID-19:

A. Action Item(s):

1. Brownsville I.S.D. is recommending to discontinue the docking of days during school closure for employees on FMLA due to the COVID-19 emergency.

Dr. Rene Gutierrez, Superintendent stated, yes, this item, when there is declaration of an emergency, like it was already declared, we do have staff members that are on FMLA. The FMLA is not going to be applicable during this crisis because schools are closed and so we are just asking the Board that we are not going to be counting those FMLA days during the crisis until we resume back school and then they, FMLA will start again. Ms. Minerva Pena, Board President stated, yes, go ahead Drue. Ms. Drue Brown, Board Member stated, Dr. Gutierrez, is this pretty standard, is this what other, everyone else is doing or is it recommended by TASBE or where did this come from? **Dr. Gutierrez stated, I think it came from a recommendation on the frequently asked questions, Dr. Cantu or? It came from TEA.** Ms. Brown stated, okay. **Dr. Gutierrez added, this is just to, we have about 30 plus employees that are on FMLA, it's not being counted against them for now and that's why we wanted the Board be okay with that. Until we resume classes, then their FMLA starts again, whatever days they have.** Mr. Philip Cowen, Board Member interjected, it's your recommendation? **Dr. Gutierrez stated, it's my recommendation.** Mr. Cowen continued, then I move to approve your recommendation. Ms. Pena asked, do I have a second. Mr. Eddie Garcia, Board Member interjected, I second that. Ms. Laura Perez-Reyes, Board Member stated, I second, okay, you can have it. Ms. Pena stated, okay. Ms. Perez-Reyes continued, and if I may, I would just like to thank you for doing that because I think it's fair, I think it's fair and we are obviously being mindful, again, in every different situation that we have. You know, a lot of people take for granted, it's a very large district and sometimes people like to see us make a decision you know, for graduations and for everything, they think that we are not mindful. But we are mindful of that and a thousand other different situations and this is a great example. So thank you for being fair. **Dr. Gutierrez stated, thank you.** Ms. Pena added, yes, I appreciate that very much because this is something, I mean, they are already stressing at home cause they can't come to work cause they have some kind of injury or illness so thank you for being very conscientious of the needs of those people. **Dr. Gutierrez stated, thank you. Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, please vote, 6, 0, unanimous vote. 6-0**

Motion made by Philip Cowen, seconded by Eddie Garcia, and unanimously carried to recommend approval to discontinue the docking of days during school closure for employees on FMLA due to the COVID-19 emergency. (6-0)

2. Recommend to reopen the one-time pay for BISD employees (qualified) who submit their letter of resignation/separation for the end of the 2019-2020 school year.

Dr. Rene Gutierrez, Superintendent stated, yes, this item is, we have a timeline and it was done earlier in the year where if employees who submit their letter or resignation or separation from the district, we give them like a supplemental amount for doing that. We want to see if the Board would reconsider and allow us to give it, open it up for one month starting tomorrow, April the 8th, till May the 8th and see how many employees would take on that supplemental by resigning or separating from the district and give it another month window if it will be considered by the Board. Ms. Minerva Pena, Board President asked, when did it end the last time? **Dr. Gutierrez replied, it ended on January the 31st.** Ms. Pena asked, so if we had anyone that has resigned or retired, between January and now, this would make it retroactive and they can apply it also? **Dr. Gutierrez stated, that would be the next item Ms. Pena, that would be then next item.** Ms. Pena stated, okay, thank you, I think it's a good idea, I don't know, do I have a motion? Ms. Drue Brown, Board Member stated, so moved. Mr. Eddie Garcia, Board Member interjected, I'll second. Ms. Pena stated, thank you. Ms. Laura Perez-Reyes, Board Member interjected, I'm sorry Ms. Pena, on number one, the FMLA employees, that means they get paid, correct? **Dr. Gutierrez sated, yeah, they are on FMLA, they're using their FMLA.** Ms. Pena interjected, FMLA you are paid. Ms. Perez-Reyes asked, but if we are not going be docking their FMLA days, they continue to get paid? **Dr. Gutierrez stated, during the crisis, right.** Ms. Pena stated, yes. Ms. Perez-Reyes stated, okay, just wanted to make sure, thank you. Ms. Pena added, and I'm sure some of them can even work from home because it's a lot easier, you don't have to come in. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, please vote.** Mr. Garcia asked, so you need a second on that motion from earlier? **Ms. Perez replied, I have you as a second sir.** Mr. Garcia stated, okay. **Ms. Perez continued, yes, please vote, 6, 0, unanimous vote. 6-0**

Motion made by Drue Brown, seconded by Eddie Garcia, and unanimously carried to recommend to reopen the one-time pay for BISD employees (qualified) who submit their letter of resignation/separation for the end of the 2019-2020 school year. (6-0)

3. Recommend the one-time pay for BISD former employees who submitted their letter of resignation/retirement for the 2019-2020 school year between January 31, 2020 and April 7, 2020.

Mr. Eddie Garcia, Board Member interjected, make a motion to approve. Ms. Laura Perez-Reyes, Board Member interjected, second. Ms. Minerva Pena, Board President stated, thank you, okay, so. **Dr. Rene Gutierrez, Superintendent of Schools stated, okay, this is just a follow up on your question Ms. Pena, there were employees who resigned between February the 1st and today, April 7th, so we don't want to leave them out, if we are going to go ahead and leave a month, extend a month, those employees should get their compensation for separating from the district during that time period. So**

we do have a list of those employees and we will contact the, if the Board approves it, to be fair to them. Mr. Garcia interjected, it will be retroactive. **Dr. Gutierrez stated, yes.** *Mr. Baltazar Salazar, Legal Counsel interjected, and if I may, just one slight, I guess, correction, it should be resignation/separation from the, not retirement cause that's one off the things that we cannot have.* Ms. Drue Brown, Board Member interjected, yeah, it's supposed to be separation as in the one previous. *Mr. Salazar stated, right, its correct on number 2, it says separation, resignation, separation and the other one is resignation, retirement, cause we cannot use it as an incentive for people to retire, only for separation.* Mr. Garcia interjected, make a motion with that amendment. *Mr. Salazar echoed, with that amendment.* **Dr. Gutierrez stated, okay. Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, please vote.** Ms. Brown interjected, Ms. Pena, can we make sure that this information gets posted and everybody is aware that this has been opened again for everyone to have an opportunity to apply if they would like? **Dr. Gutierrez stated, okay, yes, absolutely. Ms. Perez stated, 6, 0, unanimous vote.**

Amended motion made by Eddie Garcia, seconded by Laura Perez Reyes, and unanimously carried to recommend the one-time pay for BISD former employees who submitted their letter of resignation/separation for the 2019-2020 school year between January 31, 2020 and April 7, 2020. (6-0)

Ms. Pena stated, and I have a question on that because I know that we have a Facebook page, BISD, so I don't know how some stuff gets posted on our website isn't necessarily posted on the Facebook. So can we make sure that something as important as this gets posted on both places? **Dr. Gutierrez stated, yes.** Ms. Pena stated, because a lot of stuff, people go to Facebook cause they can get it more, its readily available than trying to open the website, so if that could be possible. **Dr. Gutierrez stated, Dr. Cantu, you want to make sure, we talked to, we have a new Public Relations that we are working with and obviously we want to do that, what you are saying is that whatever we post, we do it on all social media avenues that we have.** Ms. Pena stated, correct, thank you, I appreciate that. Dr. Prisci Roca Tipton, Board Member interjected, I think we mentioned that email and school messenger is also going to be a good platform during this crisis. Mr. Philip Cowen, Board Member interjected, Dr. Gutierrez. Ms. Pena stated, Mr. Cowen. Mr. Cowen continued, because today is the last day, I think the message needs to go out right away cause it says till April the 7th. **Dr. Gutierrez stated, no, that would be for the employees that are retroactive, the retroactive employees.** Mr. Cowen stated, oh, okay. Dr. Tipton added, we are opening it up for another month. Mr. Cowen stated, oh, okay, I just thought maybe somebody else might want to apply, resign and try to get the credit so, they can get it up to today, tomorrow they can't get it, so they have a little time left to file their letter of resignation if they intended to do that. **Dr. Gutierrez stated, yes and that would be the one that you voted on before, from April 8th, starting tomorrow, to May the 8th.** Mr. Cowen stated, okay.

4. Approve the submission of the "Closed, but committed to provide instruction" waiver.

Ms. Drue Brown, Board Member interjected, so moved. Ms. Laura Perez-Reyes, Board Member stated, second. **Dr. Rene Gutierrez, Superintendent of Schools stated, yes, this has to do with all the closing of the schools and the waivers that we need to file and submit based on the fact that we are closing our schools until, at least until May the**

4th as per the Governor. Ms. Minerva Pena, Board President stated, thank you. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, please vote, 6, 0, unanimous vote.**

Motion made by Drue Brown, seconded by Laura Perez Reyes and unanimously carried to recommend to approve the submission of the "Closed, but committed to provide instruction" waiver. (6-0)

5. Recommend approval of Resolution #020/2019-2020 (Amendment #1) to compensate employees who were asked to report to work from March 23, 2020 through April 7, 2020 at an additional rate of 1.5 and then effective April 8, 2020 we will revert back to an additional .5 for all hours worked.

(Exhibit 1)

Dr. Rene Gutierrez, Superintendent of Schools stated, yes. Ms. Minerva Pena, Board President stated, go ahead Dr. Gutierrez. **Dr. Gutierrez continued, first of all I want to apologize form that emergency meeting that we had on March the 18th because there was some confusion on this item and there was so many things going on at that time to try to be ready for March the 23rd that it was an oversight on my part. I should have prepared the staff and I should have prepared everyone better to present on this item. And I take full responsibility for the lack of clarity to all of you and you know, it's my fault that we were no clear and what happened is that when we did the resolution, we were looking at paying employees only time, only time and a half for the hours they are working but it was not going to be additional hours, those hours were going to be within the 40-hour week and that wasn't clear and that's my fault and I'm fully responsible that I wasn't clear on that. So consequently, what we did and we are doing is that from March the 23rd till today, April the 7th, we've had, the hourly wage employees and the classified coming in to work and to clarify that, we will pay those employees, obviously, their 40 hours or their weekly, they are gonna get paid and any additional hours that they come in to work for us, because we are in a crisis, that we pay them time and a half. And I am asking for the Board to see if you would approve that recommendation but now, I also want to add something else to this and perhaps, Mr. Salazar, you can help us with the language, is that we are going to be reducing the meals from 5 days a week to twice a week. We have also been able to, since now we are more settled into this crisis, we have already gone through two weeks of that, we are starting our third week so we have a more limited staff coming in that I would like to see if the Board would like to keep the time and a half for hours worked above the regular week. So what I am trying to say is, any hourly wage employee, classified employee who is going to work for us, they are going to get paid their regular weekly time but then those hours that they come and help us during this crisis, because they are in the front lines, they are in the front lines, they are risking, we are all risking our lives by putting ourselves in the front lines, that we leave it at time and a half will be at time and a half for those hours above. And since we are going to cut on days and also cutting on more staff staying, working from home like we did with all the campuses, I believe this is more doable, we will fine for reimbursement and we get 75%, 65%, we are going to get something back but at the same time I would like to recognize and be able to reward the employees that we are gonna be calling in to help us and going through this crisis and putting ourselves in the front lines and putting them in the front lines too that the right thing to do is to**

pay them the time and a half above the regular time that they are already getting when we call them in and we will pay them those hours at time and a half. Am I clear on that? Ms. Pena asked, so what you are saying, what we are doing right now is they get their 40 hours, regular paycheck, anything above the 40 hours is going be count as time and a half? For example, if they work 40 hours and then 5 extra hours that they actually came in, they get the 40 hour pay and the 5 extra at time and a half. Ms. Drue Brown, Board Member interjected, isn't it clear when you call. Ms. Pena interjected, let me finish, please, thank you, okay. Ms. Brown stated, yeah, okay. Ms. Pena continued, with that said sir, would it be easier to pull this item because you are not asking us to approve this at this point in time, am I correct, right, or you want us to reword it? **Dr. Gutierrez stated, we need to reword it because the resolution is not worded correctly.** *Mr. Baltazar Salazar, Legal Counsel interjected, exactly, if I may, Mr. Garcia, Board Members.* Ms. Pena stated, go ahead Mr. Baltazar. *Mr. Salazar continued, one of the things that we have got to do and the reason we need to have it approved is because their pay period I believe is tomorrow or the next day and its gotta, the Board has to resolve it before their payday, so that's number one. And if the Board wants to, and I think the term that TEA is using and other school districts are using it's called premium pay. So everyone will be paid their full pay and then what I have put in the resolution is, in addition to their full compensation, which would normally be approximately 40 hours, then these employees would be paid premium pay above that which would be time and a half. And I put the date there of April the 7th which would be today but I can change that date to extend all the way through May 22nd which is the date of the original.* **Dr. Gutierrez interjected, but Mr. Salazar, it would have to go from March the 23rd.** Ms. Pena interjected, yes. **Dr. Gutierrez added, till let's say, May 31st because.** *Mr. Salazar stated, that's right.* Ms. Pena stated, yes. *Mr. Salazar stated, March 23rd, correct.* **Dr. Gutierrez stated, yes.** Ms. Pena added, when it started, yes. **Dr. Gutierrez stated, cause we didn't have it right, we didn't do it right then and as I said, that was a mistake on my part and I should have been more clear about it so we will go March 23rd till May 31st.** *Mr. Salazar asked, May 31st 30th or 31st?* **Dr. Gutierrez replied, and re-write the resolution so we are all in agreement how we are understanding it now and my apologies again.** *Mr. Salazar stated, and it would be, if it's okay, so this will be through May 31st or May 30th, 2020, correct?* Ms. Pena asked, is it just the simple fact of dropping and that effective, just drop that last piece, what do you think? *Mr. Salazar replied, no, then what I would do is, I would drop off the part where it says, beginning April the 8th.* Ms. Pena interjected, yes, that's what I'm saying. *Mr. Salazar continued, April the 8th, 2020, employees premium, I would just drop that off.* Ms. Pena added, just drop that off, then, effective, April the 8th, go back to point 5, just drop that whole part. *Mr. Salazar stated, that's it, yes.* Ms. Pena stated, and then change the date to May 30th. *Mr. Salazar echoed, to May 30th.* Mr. Eddie Garcia, Board Member stated, so it would read from March 23rd, 2020. Ms. Pena interjected, the 31st, May has 31 days. Mr. Garcia continued, May 31st, no, it reads, from March 23rd through May 31st. Ms. Pena asked, through May 31st, at an additional 1.5, great, would that be okay Mr. Baltazar? *Mr. Salazar replied, yes.* Ms. Pena asked, and then drop that, yes, go ahead, I'm sorry. Ms. Brown asked, it's not clear cause you all have been calling it two and a half times pay, wasn't that a clearer way to refer to it cause I think that's how we got confused before wasn't it? **Dr. Gutierrez replied, yes Ms. Brown.** *Mr. Salazar interjected, if I may, to clarify everything, the way I have looked at it so that it's in compliance with TEA and also with the Texas Workforce Commission and we don't have any issues with paying overtime is we don't want to use the word overtime, we want to use the word and use it, in addition*

to their full compensation, we call it a premium rate, kind of like combat pay, so that's where, and that's where we call it, an hour and a half. For example, if an employee is getting paid, I'm just gonna give the easy ones cause I'm not very good at math, 10 dollars an hour, that person that would work normally 40 hours, would get paid their 400 dollars on those 40 hours. People that have volunteered, that are coming to work, for example, Food Services or Transportation or any other area that the superintendent feels necessary, they would get their regular 400 dollar check and then in addition to that, the premium pay would be another 15 dollars an hour. So you would get paid your 10 dollars and then the premium pay would be 15 which is time and a half. I want to leave it at, I don't want to call it, technically, no, but that's why we added in addition to their full compensation because its gonna change, different people have different. Ms. Brown interjected, and it needs to say hourly employees on here too because it doesn't. *Mr. Salazar stated, it says, in the amount of one and a half of their hourly wages for all.* Ms. Brown interjected, okay, you don't want to say compensate hourly employees, okay. *Mr. Salazar added, well, the administrators are not on an hourly wage and neither are Chapter 21, the only ones that would fit would be hourly.* Ms. Brown interjected, or classified or something. **Dr. Gutierrez interjected, just put hourly employees and slash, classified.** *Mr. Salazar stated, I can put, okay.* Ms. Brown added, just to be real clear. *Mr. Salazar stated, yeah, I can just put compensate employees.* Ms. Pena stated, that would avoid confusion. **Dr. Gutierrez stated, yeah, just do it like that.** Ms. Pena added, and I want to make sure that you understand and I would to put this out to the public and that's what we are using, we are using out classified and our hourly wage, and the salary, this is compared to some of our salary people, they make a lot more than our hourly and our classified and we really depend a lot on them to keep our community and our school district the way it is. Cause you can walk into any school, I don't see one trash can, I don't see one piece of trash, that means they are working themselves very well to keep us at the top the way we are. *Mr. Salazar stated, so I added, Ms. Pena, I put there to compensate, to compensate hourly employees, slash classified employees, in addition to their full compensation.* Ms. Pena stated, thank you, Ms. Prisci. Dr. Prisci Roca Tipton, Board Member stated, yes, I wanted to finish up that formula that you were doing Mr. Salazar. *Mr. Salazar stated, yes maam.* Dr. Tipton continued, just so that we can be very clear, cause I know last time we were, so, the 40 hours, if somebody is getting paid at 10 dollars, that would be 400 dollars. *Mr. Salazar stated, that's correct.* Dr. Tipton stated, if they get called in an additional 10 hours, that would be. *Mr. Salazar interjected, 150.* Dr. Tipton echoed, 150 dollars, so total is 550, just want to make sure that we. *Mr. Salazar interjected, that's correct, that's correct, because it's clear from looking at the notes.* **Dr. Gutierrez interjected, if you look at the tabs on page 50, there's the example of how exactly Mr. Salazar is saying it, its outlined and itemized there how it looks like.** *Mr. Salazar stated, yeah, and I sent, I sent, when this came up, it was clear that there was 10 people in the room and 5 people thought one way and 5 people, and correctly so, because again, I take part of that responsibility like Dr. Gutierrez said, because we probably should have given some better examples of, but any way.* Ms. Pena stated, everything is in the details. **Dr. Gutierrez stated, and you know, we've had this in the past, but it's only been like a hurricane or a storm and its 3 or 4 days. This is a crisis that has been going into the weeks or months. So again, going back to uncharted waters like Dr. Cantu said, its new things and we didn't expect this to go this long cause when we have done it before, we have done it only like for 3 or 4 days, maybe a week at the most but this one is gonna go on for quite some time already.** Ms. Pena stated, yes. **Dr. Gutierrez continued, and it's**

more, it's more of a risky one because of the fact of the virus you know, I just wanted to say that. Ms. Pena stated, Mr. Garcia. Mr. Garcia asked, are we ready for a motion? Ms. Pena asked, Ms. Prisci, do you have a question? Dr. Tipton replied, no, I just wanted to thank Dr. Gutierrez for. Ms. Pena interjected, reconsidering this. Dr. Tipton continued, for reconsidering this, this is very important. Mr. Philip Cowen, Board Member asked, why don't you make the motion while you are at it? Dr. Tipton stated, yeah, motion to approve. Mr. Garcia interjected, and I will second that. *Mr. Salazar interjected, may I, oh, I am sorry, after you.* Mr. Garcia continued, and the reason being is, again, like Dr. Gutierrez said you know, this is totally something different. Ms. Pena stated, yes. Mr. Garcia added, in my 32 years as an officer, I worked in the emergency operations center for about 20 years and so I had the opportunity to work with many different leaders and learn a lot from it. Ms. Pena stated, yes. Mr. Garcia stated, you know, what these people are doing is totally different than what we are used to doing because like Dr. Gutierrez mentioned, you know, we are used to dealing with hurricanes, floods, chemical spills, we are not used to dealing with something like this, the unknown. And therefore, definitely, we need to compensate these people that are accepting that challenge to do and take care of the general public, so with that in mind and that said, I make that second motion. *Mr. Salazar interjected, and if I may, Ms. Pena, Mr. Superintendent, Dr. Gutierrez.* Ms. Pena stated, yes, go ahead. *Mr. Salazar continued, if I may read into the record the actual wording of the resolution, it would be item number 5 and that would be in addition to the original resolution, it would state: The Board hereby authorizes and ratifies the decision of the Superintendent of Schools to compensate hourly employees, slash, classified employees, in addition to their full compensation, who have worked, who came to work during the districts closure, extra duties with an additional premium compensation in the amount of one and a half of their hourly wage for all the time actually worked while the district is closed or through May 31st 2020. And then that would be, that would be the amendment to the resolution that was adopted on April the 7th, 2020 and it would be extended from, the original date was March 23rd, its gonna extend all the way up to May 30th.* Ms. Pena stated, 31st. *Mr. Salazar stated, 31st, I'm sorry, and I will have that ready and printed out by the end of the meeting so we can have those signed.* **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, please vote.** Ms. Pena stated, we want to thank all the classified for their selfless devotion cause it takes a really strong mind to say, let me go out there and serve the community when a pandemic (inaudible). Mr. Cowen interjected, I want to say as well, I saw them at one of, a couple of campuses and I know that they were literally putting their lives on the line, I watched them you know. Ms. Pena added, and they are selfless and I so appreciate them for that. **Ms. Perez stated, please vote.** Mr. Cowen stated, lets vote on it. Ms. Pena interjected, did you ask? **Ms. Perez stated, Dr. Tipton.** Ms. Pena added, thank you Dr. Gutierrez. Mr. Garcia asked, can I vote twice? **Ms. Perez stated, sure.** Ms. Pena replied, yes, but it will only show up once. **Ms. Perez continued, passes unanimous. Dr. Gutierrez stated, thank you, the staff will be very appreciative of this support.** Ms. Pena stated, thank you for the recommendation.

Amended motion made by Dr. Prisci Roca Tipton, seconded by Eddie Garcia, and unanimously carried to recommend approval of Resolution #020/2019-2020 (Amendment #1) to compensate Hourly Employees/Classified employees who were asked to report to work from March 23, 2020 through May 31, 2020 at an additional rate of 1.5. (6-0)

6. Recommend approval to submit a waiver request for educator appraisal to TEA due to the circumstances related to the COVID-19 national emergency and waive evaluations for teachers, principals, administrators and all district personnel.

Ms. Minerva Pena, Board President stated, do I have a motion? Mr. Eddie Garcia, Board Member stated, motion. Dr. Prisci Roca Tipton, Board Member stated, second. Ms. pena stated, pick one, both of you second the motion. **Ms. Perez stated, 6, 0, unanimous vote.**

Motion made by Eddie Garcia, seconded by Dr. Prisci Roca Tipton, and unanimously carried to recommend approval to submit a waiver request for educator appraisal to TEA due to the circumstances related to the COVID-19 national emergency and waive evaluations for teachers, principals, administrators and all district personnel. (6-0)

X. Consent Agenda:

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

1. Recommend approval to submit a declaration of Instructional Materials Allotment and TEKS Certification form to the Texas Education Agency to verify compliance. * **Consent Agenda**

2. Recommend approval of the Resolution of the Office of the Governor so that Brownsville ISD received $10,576 in funding to equip our remaining 21 commissioned police officers with the latest Rifle-Resistant Body Armor in the Summer of 2020. **Consent Agenda**

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

1. Recommend approval for payment in the amount of $580.50 to O'Hanlon, Demerath & Castillo for legal services. **Consent Agenda**

2. Recommend approval of Payment #4R for $25,081.47 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. **Consent Agenda**

3. Recommend approval of Payment #5 for $128,304.15 as partial payment to Central Air & Heating Service, Inc. (CAHS, Inc.) for Construction Services work completed on the Keller, Ortiz Elementary & Stell M.S.-HVAC Equipment Replacement Improvement Project to be paid from tax Rate Increase 188. **Consent Agenda**

4. Recommend approval of Payment #6 for $1,043,355.57 as partial payment to Gerlach Builders, LLC dba Wil-CON for Construction Services work completed on the Hanna ECHS New Gymnasium Facility Project to be paid from Tax Rate Increase Fund 188. **Consent Agenda**

5. Recommend approval of Payment #1 for $17,195.00, 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. **Consent Agenda**

6. Recommend approval of Payment #1 for $47,934.20 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. **Consent Agenda**

7. Recommend approval of Payment #2 for $1,500.00 as final payment to PlaGar Engineering, LLC for Engineering Services work completed on the Cummings CTE New Parking Lot Improvements Project to be paid from Maintenance Tax Note Fund 189. **Consent Agenda**

8. Recommend approval of Payment #2 for $14,320.92 as final payment to ZIWA Corporation for construction Services work completed on the CTE Cummings New Parking Lot Improvements Project to be paid from Maintenance Tax Note Fund 189. **Consent Agenda**

9. Recommend approval of Payment #3 for $129,967.12 as partial payment to American Contracting USA, Inc. for Construction Services work completed on the Multi-Campus Roof Replacement Phase II Project to be paid from Maintenance Tax Note Fund 189. **Consent Agenda**

10. Recommend approval of Payment #5 for $10,784.41 as partial payment to Argio Roofing & construction, LLC for Construction Services work completed on the Southmost Elementary School Roof Replacement Project to be paid from Maintenance Tax Note Fund 189. **Consent Agenda**

11. Recommend approval of Payment #5 for 682,660.50, as partial payment to Central Air & Heating Services, Inc. (CAHS-Inc.) for Construction Services work completed on the Margaret M. Clark Aquatic Center - HVAC & Controls Replacement project to be paid from Maintenance Tax Note Fund 189. **Consent Agenda**

12. Recommend approval of Payment #6 for $41,071.85 as final payment to Argio Roofing & Construction, LLC for Construction Services work completed on the Southmost Elementary School Roof Replacement Project to be paid from Maintenance Tax Note Fund 189. **Consent Agenda**

13. Recommend approval of Payment #6 for $208,629.50, as partial payment to Central Air & Heating Services, Inc. (CAHS, Inc.) for Construction Services work completed on the Margaret M. Clark Aquatic Center - HVAC & Controls Replacement Project to be paid from Maintenance Tax Note Fund 189. **Consent Agenda**

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

1. Recommend approval to continue the agreement between the Texas Graduate Center and Brownsville ISD to support 6 teachers in their second year, of the three year, Math for Teaching Graduate degree program from Harvard University. 2020-2021 Budgeted Local Funds in the amount of $210,000.00. * **Consent Agenda**

2. Recommend approval to continue the existing Memorandum of Understanding (MOU) with NINOS Head Start to include the existing eight elementary sites for the 2020-2021 school year. * **Consent Agenda**

3. Request approval to enter into an agreement between WGU Texas and Brownsville I.S.D. for the purpose of allowing our employees opportunities to earn degrees and advance in their personal goals and the work of Brownsville I.S.D. * **Consent Agenda**

XI. CLOSED MEETING: as pursuant to the Texas Government Code Sections: 551.071, 551.072, 551.074, 551.082, and 551.084. 4:22 p.m.

XII. BOARD RECONVENES - Board action on agenda items discussed in Executive Session. 7:00 p.m.

A. PERSONNEL MATTER(S):

1. Presentation, acceptance and approval of Resignations. (3)

Ms. Minerva Pena, Board President stated, welcome everybody, we are back from executive session, Ms. Pat, would you please. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, yes maam, under personnel items, we are grouping items 1, 6, 7, 9, 10, 11 and 13.** Mr. Philip Cowen, Board Member interjected, I move. Ms. Laura Perez Reyes, Board Member stated, second. Ms. Drue Brown, Board Member interjected, no, I thought we were just doing the. Ms. Pena stated, no, no, we have to do all of them, we are going to do, grouping these so we can vote all of these at the same time which is number 1. **Ms. Perez stated, 6, 7, 9, 10, 11 and 13. Dr. Rene Gutierrez, Superintendent of Schools stated, and then the other ones are individual. Ms. Perez stated, yes, I have a motion by Mr. Cowen.** Mr. Cowen interjected, move to approve the recommendation as discussed in executive session. **Ms. Perez stated, yes, please vote.** Ms. Pena asked, we got a second? Ms. Perez replied, yes. Ms. Pena stated oh. **Ms. Perez stated, Ms. Brown, Ms. Pena, there you go, 6, 0, unanimous vote. G 6-0**

Motion made by Philip Cowen, seconded by Laura Perez Reyes, and unanimously carried to recommend approval grouping agenda items XII A Personnel Items 1, 6, 7, 9, 10, 11 and 13. (G 6-0)

2. **Motion made by Drue Brown, seconded Philip Cowen, and unanimously carried to recommend approval for the proposed non-renewal of a term contract teacher (A.N.) at the end of the 2019-2020 School Year, as discussed in executive session. (6-0)**

3. **Motion made by Drue Brown, seconded by Laura Perez Reyes, to recommend approval for the proposed non-renewal of a term contract teacher (K.G.) at the end of the 2019-2020 School Year, as discussed in executive session.**

The following vote was recorded

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

Motion Carried: 5-0-1

4. **Motion made by Drue Brown, seconded by Laura Perez Reyes, and unanimously carried to recommend approval for the proposed non-renewal of a term contract teacher (C.H.) at the end of the 2019-2020 School Year, as discussed in executive session. (6-0)**

5. **Motion made by Drue Brown, seconded by Laura Perez Reyes, and unanimously carried to recommend approval for the proposed non-renewal of a term contract teacher (L.C.) at the end of the 2019-2020 School Year, as discussed in executive session.**

The following vote was recorded

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

Motion Carried: 5-0-1

6. Recommend approval to accept the rescinding agreement of retirement effective May 29, 2020 from professional employee (H.R.). (**G 6-0)**

7. Recommend approval to accept the rescinding agreement of retirement effective May 29, 2020 from professional employee (D.R.). (**G 6-0)**

8. **Motion made by Drue Brown, seconded by Eddie Garcia, and unanimously carried to recommend approval to rescind the term contract of teacher (A.C.) for the 2020-2021 School Year, as discussed in executive session. (6-0).**

9. Recommend approval of department professional probationary contracts for the 2020-2021 School Year. (**G 6-0)**

10. Recommend approval of department professional staff for non – chapter 21 contracts for the 2020-2021 School Year. (**G 6-0)**

11. Recommend approval of department professional staff for term – chapter 21 contracts for the 2020-2021 School Year. (**G 6-0)**

12. Recommend approval to authorize the Superintendent to hire certified teachers without going to the Board for approval.

Mr. Baltazar Salazar, Legal Counsel interjected, and I think there was a recommendation earlier that it be amended to read: recommend and approve to authorize superintendent to hire certified teachers without going to Board approval and that documentation be brought to the Board for review. Ms. Minerva Pena, Board President asked, thank you, do I have a motion? Motion by Mr. Cowen and second by Ms. Laura. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, yes, please vote, motion passes, 4 yes, 1 no and 1 abstention.**

Motion made by Philip Cowen, seconded by Laura Perez Reyes, recommend approval to authorize superintendent to hire certified teachers without going to Board approval and that documentation be brought to the Board for review.

The following vote was recorded

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

Motion Carried: 4-1-1

Ms. Pena stated, yes Mr. Cowen. Mr. Philip Cowen, Board Member stated, Madame Chair. Ms. Pena stated, turn your mic on sir cause your mic is not on. Mr. Cowen continued, I want to thank Dr. Tipton for bringing these masks, it says, BISD, the Best Choice, and that's to remind people, you know, they can see these things over here, right now I'm doing it cause I'm a little bit more comfortable. Ms. Pena stated, there are very nice. Mr. Cowen continued, they are very effective, it's the perfect match and so I want to thank you mother Ms. Roca for providing these to us. Dr. Prisci Roca Tipton, Board Member stated, thank you. Mr. Cowen added, I also wanted to make one comment, that on the consent agenda there was something that really excited me on this meeting here which I think is tremendous for the future in terms of staff development and we are entering into an agreement with Western Governors University and if you know anything about that, that is going to be a mechanism for teachers to be able to get their masters on line and hopefully they will eventually offer a PHD program through that thing. It's a great program, my daughter got her masters through that program and her girlfriend got a masters in nursing there and in nursing, they offer a PHD program as a nurse practitioner so it's a tremendous program. Just proud of the administration taking the bold step. When I first got on the Board, I wanted somebody to look at it but they just said no. We didn't even have to ask and you have it on, that's wonderful to see. Ms. Pena stated, and thank you and yes, Ms., Dr. Tipton, thank your mom, these are beautiful, thank you, thank you, thank you, give her a big hug for us, you can. Mr. Cowen added, we thank you.

13. Requesting approval to compensate Substitute Teachers filling a vacancy or long-term absence, and have documentation that they have continued providing instructional online support to students during the COVID-19 emergency. Compensation will be through May 27, 2020. (**G 6-0)**

14. Board Self-Evaluation. **No Action**

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

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

B. ATTORNEY CONSULTATION

1. Staff Attorney

   a. **Motion made by Drue Brown, seconded by Laura Perez Reyes, and unanimously carried to recommend approval regarding payment of pending invoice(s) for Burns Elementary School, as discussed in executive session. (6-0)**

2. Board Attorney

C. INTERNAL AUDITOR CONSULTATION

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

XIII. Announcement(s):

A. Next scheduled Board Meeting of the Board of Trustees is on Tuesday, May 5, 2020.

XIV. Adjournment.

Ms. Minerva Pena, Board President stated, Ms. Drue. Ms. Drue Brown, Board Member stated, before we adjourn, I just want to remind everybody that is watching that we all do what we can to complete our Census forms. It's so important for our community and seems like we all have a little bit more time right now so maybe we can get that done and it doesn't take that long and it means a lot to our community. Ms. Pena stated, thank you maam or bringing that up, Ms. Prisci. Dr. Prisci Roca Tipton, Board Member stated, yes, and also before we adjourn, I just wanted to say a few words. I would like to commend our Superintendent, Dr. Gutierrez, Superintendent of Schools, for his effective leadership during this crisis. Special thank you to our administration, our teachers, our staff for their dedication and hard work, students and parents for their patience and I also urge our BISD community to remain hopeful and strong during this crisis. But most importantly I want to sincerely take this time today to thank my colleagues because in the times of crisis we measure the unit of Boards and we have come together during this world pandemic, y con todo Corazon, I wish you and your families good health. Mr. Philip Cowen, Board Member stated, thank you. Ms. Pena stated, thank you and I want to concur with Dr. Tipton, everyone stay safe out there, keep your social distancing and the faster and the more we do that, the faster this thing will be over and I do believe, you know, with our prayers and our belief and our faith, God will see us through this and this will be a thing of the past and we will go back to being the great nation that we are and continue to move forward in a positive way. So thank you everyone for complying, anyone else?

Motion was made by Philip Cowen, seconded by Eddie Garcia and unanimously carried to approve to adjourn the Regular Board Meeting at 7:11 P.M. (6-0)

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

(HANDOUTS ADDED TO OFFICIAL MINUTES)

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

Approved by: _____ _____
Minerva Pena, President of the Board **Date**

Attested by: _____ _____
Dr. Prisci Roca Tipton, Secretary of the Board **Date**

Notes: Font style designation

Board of Trustees
Administration
Board Attorney
Staff Attorney
Speaker/Presenter

(Minutes presented at Regular Board Meeting held on October 6, 2020)

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
April 7, 2020
Resolution #020/19-20 (Amendment #1)
COVID-19 (State and National Emergency)

TO COMPENSATE EMPLOYEES DUE TO DISTRICT CLOSURE

Whereas, the recent COVID-19 virus resulted in the closure of the Brownsville ISD on March 23, 2020 up to a maximum of 45 days ~~(May 22, 2020)~~ **May 31, 2020,** and possibly for a longer period of time, for the safety of students and staff; and

Whereas, the District followed the recommendation of Dr. René Gutiérrez, and closed the campuses of the Brownsville ISD; and

Whereas, Brownsville ISD closed the campuses because it must act in the best interest of, and for the safety of, its students and staff; and

Whereas, through circumstances completely beyond their control, most Brownsville ISD employees are forced to miss work days because the school district was closed; and

Whereas, there is a public purpose served and a benefit to the Brownsville ISD to demonstrate support of its employees, enhance employee morale and support the retention of employees;

Whereas, some Brownsville ISD employees' work schedules will be affected by these closures; and

Whereas, this resolution is not meant to excuse the failure to report to duty on these days by any employees who were instructed by the administration to do so or who are required by contract or job description to report for duty, and who are emergency services personnel or whose presence is necessary to provide for the safety and well-being of the general public;

Now therefore, be it resolved by the Board that:

1. All of the above referenced paragraphs are incorporated into and made a part of this resolution; and

2. The Board determines that none of the days missed due to school district closure during the COVID-19 virus will be made up by the Brownsville ISD employees through either instruction of students or performance of other duties unless required by TEA; and

3. The Board finds a public purpose and benefit to the Brownsville ISD to excuse and/or forgive the absences by BISD employees due to school district closure during the recent COVID-19 virus, and that payments for such days are necessary in the conduct of the public schools as provided by Texas Education Code Section 45.105(c); and

4. The Board hereby authorizes the Superintendent of Schools to excuse the days of absence of BISD employees for school district closure necessitated by the COVID-19 virus, and to pay all employees full compensation for these days; and

5. The Board also hereby authorizes and ratifies the decision of the Superintendent of Schools to compensate **Hourly Employees/Classified** employees, in addition to their full compensation who came to work during the district closure and performed extra duties with an additional premium compensation in the amount of one and one-half of their hourly wage for all time actually worked while the District is closed through ~~April 7, 2020~~ **May 31, 2020.** ~~Effective April 8, 2020 employee premium compensation will be reduced to one-half of their hourly wage until May 22, 2020 or until further notice.~~

6. This resolution includes the emergency waiver of the $50,000.00 state required minimum for procurement and gives the Superintendent up to $500,000.00 authority under this specific resolution.

7. The Board further resolves to provide meals for BISD students ~~Monday thru Friday~~ **twice per week** at the 12 designated pickup locations. Students must be present when picking up meals as per Federal Guidelines.

Approved this 7th day of April 2020.

By: Minerva M Perez
Board President

Attest: Prisci Roca Lipton
Board Secretary

STATE OF TEXAS **(Minutes conducted via electronic voting)**

COUNTY OF CAMERON

BE IT REMEMBERED, that on the **17th day of April 2020**, the Board of Trustees of the Brownsville Independent School District met in an **Emergency Called Board Meeting** at the Administration Building, 1900 Price Road, Brownsville, Texas, for the purpose of transacting any and all business that came before the Board and with the following to wit:

PRESENT:

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

ABSENT:

Dr. Sylvia P. Atkinson	Member

ALSO PRESENT:

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

ALSO ABSENT:
None

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

I. Meeting called to order by Ms. Minerva Pena, Board President at 1:00 p.m.

II. Moment of Silence led by Ms. Minerva Pena, Board President.

III. Pledge of Allegiance led by Mr. Eddie Garcia, Board Member.

IV. Roll Call. Ms. Minerva Pena, Board President announced that everyone was present.

V. Recommend approving the agenda of the **Emergency Called Board Meeting of Friday, April 17, 2020** with any corrections/deletions.

Motion made by Eddie Garcia, seconded by Philip Cowen, and unanimously carried to recommend approving the agenda of the Emergency Called Board Meeting of Friday, April 17, 2020 with no corrections/deletions as stated by administration. (6-0)

VI. Certification of Public Notice:

An Emergency or urgent public necessity exists that requires immediate action of the Board of Trustees or an imminent threat to public health and safety or a reasonably unforeseeable situation exists as follows: On March 13, 2020 Governor Greg Abbott declared a State Disaster for Texas Counties due to the COVID-19 pandemic. The purpose of this meeting is to discuss and take appropriate action in response to the emerging health emergency.

Ms. Minerva Pena, Board President read public statement, upon conclusion, the following transpired.

VII. COVID-19

A. Conference Presentation Item(s):

1. Texas Education Agency/Governors update on school calendar.

Dr. Rene Gutierrez, Superintendent of Schools stated, yes, Ms. Pena, Board Members, the Governor had a press conference today at noon to give us an update as far as Covid 19. As you know, the federal government has allowed the states that the governors to phase in the Covid 19 crisis to be able to open up the state and he left it up to the governors, in 3 phases, phase 1, phase 2 and phase 3 and at noon, our governor Abbott made an announcement which is important to us, to the school districts and he announced a while ago and we are following the mandates of the governor as a school district and his announcement is that the schools will be closed for the remainder of the year. So, because we have a mandate by the governor of Texas, we will have to abide by the mandates of the governor and close the schools for the remainder of the year. And so that is a major announcement that was made less than an hour ago and so with that in mind, now we are going to be planning for distance learning for the remainder of the year, it will continue through the month of April and the month of May. Now, in the announcement, the governor also notified the educators and everyone that we will get more guidance by TEA in the next couple of days in regards to graduations, also perhaps allowing the staff to go to the schools and utilize our resources but he mentioned that we will be getting more direction through the Commissioner of Education through our TEA webinars. So we will be, we will be in touch with the Commissioner and the Texas Education Agency to get more direction as far as graduations and the staff, how they are going to be allowed to go to our schools and perhaps it will be mainly to get resources and be able to, so that they can continue with distance learning with our students until the end of the year which our school year I believe ends on May the 27th, that's the last day of classroom instruction. So we will continue with distance learning instruction till May 27th and also, hopefully, we can get more information from TEA and I'm sure we will as far as our summer school program. We have it in mind to continue with our summer school program because we utilize the summer programs for credit recovery, for students to make up failing grades and that's something that we are going to have to work our way to provide summer school. It may be through distance learning, it may be through online but we will be working with also summer programs to allow our students to get their grades and to recover their credits if they need to and I know that Dr. Trevino and Dr. Cantu have some presentations in regards to that. So we will keep the community and everyone informed of these new changes by the governor on how we are going to proceed now that the schools have been closed for the

remainder of the year and how we are going to proceed with the rest of the curriculum until we finish the year and then summer programs as well as graduations. But my staff, our cabinet, our administrators, our Assistant Superintendents, our high school principals have already been designing different ways and different plans that we could have a graduation, so we are looking at different options of how we are going to provide graduations for our students because we anticipated that the governor was going to make this decision and so we have been working already and getting ahead of ourselves to see how we can provide a graduation ceremony for our, for our seniors. So with that in mind, that's how we are working now with this new announcement and how we are going to proceed moving forward. Ms. Minerva Pena, Board President stated, I have a question, has the governor also made a mention that the teachers can come back into their classrooms and prepare for next year and clean up their classrooms and get ready? You know how teachers have to come in and pick up all the resources and everything they have done for that particular classroom, will you be doing that and allowing those teachers to be doing that to come in and prepare themselves for the next year? Would that be in the summer and would you be, make sure that they are on top of that, that way you don't have a teacher coming in? Because they heard, everybody heard what the governor said, what he's allowing and I don't know, I want to make sure that we are on top, on par and we tell the teachers we are going to follow the governors mandate, he says you can do this. That way we don't take things for granted and if somebody runs into them and scolds them and tells them what are you doing here. You know, cause we are in 2020 where we have to tell people specific stuff because commons sense sometimes doesn't jump in when you are going through an emergency, you mind doesn't work that well when it comes to that. So can we make sure we take care of that? **Dr. Gutierrez stated, yes Ms. Pena and I know that Ms. Brown mentioned something to me a while ago that if we are going to allow the staff, obviously, some staff may be in fear of still coming out and so we have to respect that.** Ms. Pena stated, yes sir. **Dr. Gutierrez continued, but also, in the conversation with Ms. Brown is that for those that do want to come in and get resources or materials that they need, that we also need to provide the cleanliness, the disinfecting and perhaps the gloves, the masks, continue with the social distancing. So we still have to continue with those practices.** Ms. Pena stated, correct. **Dr. Gutierrez stated, but, but if now that the state can allow us to those that want to, to come safely to the schools and pick up materials and resources that they need, we are gonna have to be very cautious how we proceed with that but yes.** Ms. Pena stated, as long as they comply with all the regulations in this emergency situation and if I may, I apologize, I didn't read section VI, the Certification of the Public Notice, let me go ahead and read that. Ms. Pena read the notice and upon completion, the following transpired. Ms. Pena continued, and this is one of the things where they make sure they come to the district, to their room, they must comply with everything that's in place to protect themselves and to protect the area that they will be in because the custodians will go back and forth to clean. So I want to make sure that we comply on both ends, oh, sorry, go ahead. Ms. Drue Brown, Board Member stated, Dr. Gutierrez, did you finish with your update on the calendar, did you have more that you wanted to say? Ms. Pena stated, I thought he did, I apologize. **Dr. Gutierrez replied, for now, that's all I have but if there is anything else, any other comments?** Ms. Pena stated, Mr. Cowen. Mr. Philip Cowen, Board Member stated, Dr. Gutierrez, in terms of the teachers coming back in, that would probably be a good idea, I know that my wife has one of those Clorox wipes canisters for every student right now because one teacher canceled and she has 5 extra students so she's

got, well, she took 5 home but the rest of them are there, she can donate them to the schools you know because they would be useful for some of the teachers to have some of this. But the main concern that she has mentioned to me is what they call the PRC's, I think we have to close them out, printed records for the children, I'm not sure exactly what is done with them or whatever but it's a physical document that has to be dealt with. So not here, but could you give teachers some guidance as to, in the future, as to how the PRC is going to be closed out? Ms. Pena stated, on what day is it going to be done. Mr. Cowen stated, yeah and what day and whatever else it is, everything else but I think that is actually a physical document that has to be handled and I'm not sure, maybe it can be moved to digital and then send it back and print it out, I don't know, you know, but. **Dr. Gutierrez stated, okay, okay.** Mr. Cowen stated, thank you. Ms. Pena stated, thank you, moving on.

2. Superintendent's report concerning status of District response to COVID-19 Issues: Curriculum & Instruction Update, Business and Operations Update, FEMA.

Dr. Rene Gutierrez, Superintendent of Schools stated, yes, this item is like the other item that we had in our emergency meeting, we have the two divisions and the Curriculum & Instruction, Business & Operations, this is also to continue giving the Board and everyone an update, or updates rather, as we have been, from the last time we met to now, there's other changes that have happened and we just want to bring the Board up to date with those changes and I think there's some items that we are asking for approval in this meeting. But first we are going to do a presentation of those updates from the Curriculum & Instruction side as well as from the Business and Operations side on the FEMA, the Federal Emergency Management Agency, that we are going to go over those requirements. So I'm going to turn it over to Dr. Trevino for the Curriculum & Instruction and the updates and the Board approval that we need for us to proceed with the Covid 19 changes so that now we can finish the remainder of the year, go ahead Dr. Trevino. Dr. Anysia Trevino, Deputy Superintendent for Curriculum & Instruction stated, (inaudible) my apologies, I didn't realize it wasn't on, but my whole little presentation is really focused on your item VII, B3, when its talking about giving the superintendent or its designees the authority to make decisions regarding grading. And so just to, I'm going to summarize in the event that a lot has transpired in the last couple of weeks since I last was here that I want to refresh you and what that would mean. And so, for our seniors right now, as far as ranking, there is no need to change policy because, excuse me, BISD's policy is very clear that senior ranking occurs in December, at the end of the first semester so we don't have any problems with that. However, so graduating seniors, if they have completed their first semester, there's no changes to policy, if we have a senior sitting right now at home, not necessarily in our classrooms and they have met all requirements at the end of this semester to gain all their credits, their 26 credits to graduate but are failing or have failed to meet the end of course requirements, then we will follow TEA's recommendation on the end of course. So TEA, for end of course is requiring that students complete an individual graduation committee plan and that plan is designed by BISD. So if a student, a senior is lacking English I, English II, US History, Biology or Algebra I, those seniors are required to complete an individual graduation committee plan in order for them to meet the requirements, so we will be following TEA's guidelines for our seniors lacking an end of course. For our freshmen, sophomores and juniors, normally, they are ranked at

the end of the year based on two semesters worth of data; we are recommending that we generate their ranking for this year based on the first semester ranking and that of the 4th six weeks where everyone had the equal opportunity to be working directly with their teachers. If we have a junior or a sophomore or even a freshman that is lacking an end of course and has already taken an end of course before and failed it, they are still going to have to recoup that end of course next year but we will be following TEA's guidelines when it comes to that. Ms. Minerva Pena, Board President stated, I'm sorry, could you repeat that again Doc. **Dr. Trevino stated, yes maam, so for your sophomores and juniors, for example, your juniors that took English II last year and they failed it, they will have to take it next year again to graduate.** Ms. Pena stated, okay. **Dr. Trevino continued, so they are not exempt, they are not waived from the end of course. The only ones waived from the end of course this year are our seniors that were lacking one or more and our current freshmen, sophomores and juniors that were currently enrolled in one of those courses. So a sophomore enrolled in Biology, they are waived, but a junior that didn't pass it last year is not waived okay. Dr. Gutierrez interjected, because he took the course already right? Dr. Trevino stated, because he's received credit for the course. Dr. Gutierrez echoed, for the course, yes. Dr. Trevino stated, so TEA provided those guidelines.** Ms. Pena stated, and I'm sorry to interject because I know we haven't mentioned it yet, have they also provided the guidance for the 3rd graders and the 5th graders? **Dr. Trevino stated, yes maam, very good question, I'm sorry.** Ms. Pena continued, yes, and we need to include them because parents are asking and we kind of forget, so how is that going to apply to the 3rd graders and the 5th graders that didn't pass or haven't passed end of course this year, are they also exempt? **Dr. Trevino stated, so right now the SSI grades are 5th and 8th.** Ms. Pena stated, okay. **Dr. Trevino continued, and they have exempt those children from having to take a STAR assessment, they would just be promoted if they meet all the criteria that the teachers laid out.** Ms. Pena stated, okay, thank you so much. **Dr. Trevino stated, yes maam. Dr. Gutierrez interjected, Ms. Pena.** Ms. Pena stated, yes, Ms. Drue, go ahead. Ms. Drue Brown, Board Member asked, Dr. Trevino, could that be included in some of these handouts and put up on the website at prominent locations because we do get a lot of questions about that. **Dr. Trevino replied, absolutely, okay, I know that it was in the first power point briefly but I'll make sure that it's here so it stands out, absolutely, we don't want parents to stress.** Ms. Pena stated, Mr. Cowen. Mr. Philip Cowen, Board Member stated, (inaudible). Ms. Pena stated, I'm sorry, but there's been a technical difficulty and due to that? **Dr. Trevino interjected, it's in the packet Mr. Cowen.** Mr. Cowen stated, tell us what page, that's all I need to know. **Dr. Gutierrez interjected, I do want to say that the Deputy Superintendents and their departments drafted a letter to the parents and we posted the letter in our website but it also got mailed out to the parents, correct, that has this information both in English and Spanish as far as the state assessments but it's also good to bring it up and remind everyone of these assessments and how they have been waived but there's been information that has already been sent out.** Ms. Pena stated, but remember, you can't ever put information or state it enough cause there will always be someone who says, I never saw that, because not everyone is up to par with what's on social media, so thank you for that, go ahead. Ms. Brown stated, this is on BoardBook too, okay. Ms. Pena stated, thank you Ms. Drue. **Dr. Trevino stated, and so in summary, what the parents and students and the teachers are all with this understanding as well as the principals but between March 9th, which was before spring break, up to April 17th, which is today,**

teachers will collect 3 additional minor grades and so those are going to be collected. On April 27th, they will receive a second progress report because I don't know if you recall from my last presentation, we sent out a progress report on March the 9th to all parents, the first progress report for 5th six weeks, you are going to get a progress report, not an end of year because remember, TEA wants all this time that we are closed instructing, to be categorized as a 5th six weeks. We will not have a 6, 6th weeks record this academic school year okay, and so, but we want parents to know that we are monitoring the progress of students. So as an administrative team, we thought it important that parents receive a second progress report, how are students doing. And so that will be mailed out, the teachers are collecting, or the schools are collecting it this week, they are cleaning them out as best that we can, some principals have gone above and beyond and have shared that they are going to scan the documents themselves or take pictures of them and send them to the teachers so the teachers don't even have to handle it. Or they are going to provide gloves and you know, sanitary information for the teachers to use as they are looking at those packets, if they returned any, or they could also grade through online learning. So if the teachers are working directly with students online and they are receiving the documents and their assignments online, then that's all they need, they don't need to review the packets. Then between Monday and May 27th, there will be 3 additional minor grades collected, this week, principals started to stuff envelopes to send out the second packet to parents. That's has been on our website this entire week, parents were given the opportunity to submit online or call to their schools to request for a packet if they wanted a packet or if they wanted to download it. I want to announce to you all that we still have parents requesting for electronic devices so our parents are really, really eager and you know, as this process continues, we are all learning as we are going and so are the parents. So the parents are still calling in, at one of our middle schools, Garcia Middle Schools, 37 electronic devices were passed out on one day alone so the principals are still very, very receptive to the parent's requests if they would like electronic devices. So as the governor announced today that it will be for the entire year, I can only anticipate that more parents may be calling in to request those, we are very open and receptive to helping them out as much as we can. So we will be receiving 3 other minor grades and then a final report card will be generated and mailed out to parents, we are anticipating by June the 8th, so they will get a final report card then. So I just want to share really, really briefly what that resolution entitling the superintendent to make these changes because our policy on grading is, you know, different, so if a student was passing, yes maam. Ms. Pena stated, I apologize, go ahead. Ms. Brown stated, Dr. Trevino, I hate to interrupt your train of thought but it's important what we are requiring because as much as I think we are saying this, I'm still hearing that, I mean, I would say that this is everything that anybody needs to do, and yet I still hear that there may be campuses that are requiring more and what are we doing to ensure uniformity? That everybody understands that this is what they need to do and that nobody is asking for more than, I mean, I think the teachers right now have all they can handle and we don't want to stress them out or require more than what we are asking for here. **Dr. Trevino stated, and so we have been meeting weekly with our principals but one of the things that we have shared, cause the students may be doing multiple assignments, more than 3 and we have said, if they are doing multiple assignments, such as 5, they are only going to collect 3 for grades because there may be a student that didn't do well on one particular assignment so they, we did tell them, they do have the autonomy to**

collect 5 for example but only get the top 3 grades, you know, for each child in order to help the student. So I'm not sure, we can certainly work out something, it's very hard to do a uniform as far as only pick up, you know, we are only picking up only 3, but the best 3. I agree, we don't want our teachers overwhelmed, I don't think that's the intent of any administrator because this is new for all of them, including the principals and all. I know that we've heard that there's a lot of zoom meetings for example and that there is a lot of time and that the teachers are already devoting a lot of time learning this new process of teaching online or trying to communicate via the telephone. So I think we are very open to that understanding, now, if it's overwhelming for the students and how we are going to process this and the teachers collect 3 and that's all they grade and we think, okay, the kids are all doing wonderful then that's great, we will accept that. If a student perhaps misses, maybe we can communicate this with administration, grade 3, if a student didn't do well on one, for that particular student, pick up another grade, we can, you know, we can see what we can do to be creative, not to overwhelm somebody but you know we can try to work that out. Ms. Pena stated, yes sir, go ahead. **Dr. Gutierrez stated, I just want to say, you know, let us know so that way we can continue the communication with our principals, let us know what you are hearing out there so that we can also remind them and sometimes, you know, we have 54 campus principals out there and administration and sometimes, you know, we try to give direction as much as possible, we've had zoom conferences with the principals every week, but if the word, the message is not getting out clear, you know, let us know so that way we can continue reminding them and you know, making it through this crisis and making it as feasible as possible and where, you know, not putting too much stress on anyone is our intent as well and we are trying to see how we can do that.** Ms. Pena stated, Mr. Cowen, no, I think you were first, you raised your hand first, I will be right with her, I saw him raise it and then put it down. Mr. Cowen stated, Dr. Trevino, I don't want to leave parents with the impression, you know, that once the teacher has 3 grades that the semester is over, you know, I think that's important to communicate too. There's a lot of things, and I know this is taking place at Hudson, with the teachers, you know, they are maintaining skills because you know they will go down, you know, five months of not doing anything could really hurt the 3rd grade and the 4th grade and the 5th grade later on so they maintain skills. They also have challenge exercises, okay, subtraction with 3 numbers, 3 digits, you know, you did it up to 2, let's try 3, no grade but let's just, because you are gonna have to do that the next year in 3rd grade so the duty of the 2nd grade teacher it's the duty of the 3rd grade teacher to prepare them for 4th grade, even if the grade doesn't count so they can maintain skills so. Because we don't want this vacuum in between April to August and you know, just a black hole where people forgot everything and you really have to try to bring them up to speed. How the principals balance it out, you know, I, to me is just be kind to your teachers, that's all I can recommend. Ms. Pena stated, thank you, Ms. Drue. Ms. Brown stated, I agree Philip but you know, we have our secondary teachers, some of them, are serving well over 100, 150 students and that's a lot of engagement that they are trying to maintain, you multiply that times 3 grades. I just want to make sure that if we say in here, this is what we are doing, that this is truly what we are doing out there. I'm hearing stories, and it's understandable, not everybody has laptops and phones and all this, I've heard stories of parents doing the best they can who are just taking snapshots of the work, sending it to the teacher, the teachers are trying to work with that, I mean, there's all sorts of scenarios out there. The other scenario I keep hearing, is that, and it's understandable,

everybody is living on different schedules right now, but the teachers start in the morning but it never stops you know, they are still getting calls late at night, they are getting texts through the night. They're getting, there's really no end for some of our teachers days right now and I think at some point even though we say, instruction is 8 to 4 or whatever, parents are working or they are not working or kids sometimes are nocturnal in situations like this and work is coming in all day, phone calls are coming in all day and I think we need to be real clear with everyone that is, the teachers are finished at a certain time, the next day they will respond to those calls or they will respond to those things but they, they got their own children at home as well, they are having a lot of things they are having to tend to. And I think now that we know that this is not a temporary thing anymore, for the rest of this year, this is permanent, we need to really attempt as a district to normalize this and create a uniformity across the district that as best we can so that we don't, you know, just lose control and stress our teachers out, they are dealing with a lot. They are dealing with a lot, the parents are dealing with a lot, I'm sure everybody is seeing online, homeschooling, very tough and so I just want us to be real clear as a district and take these things into account different scenarios all over the place. Ms. Pena stated, and if I may piggyback on that and that's a very good point, because there are some teachers that have children and they are very busy and there are some teachers that are okay with working later into the night, the thing is, what we are trying to say is respect that if your teacher doesn't call you after 4 or 5, you must respect that, really, you know, am I correct or correct me if am I wrong Dr. Gutierrez, we are holding their teaching time from 8 in the morning to 4 in the afternoon? **Dr. Gutierrez stated, right, correct.** Ms. Pena continued, and if this pandemic wasn't going on, it would be very difficult to go after school and try to find your teacher at 8 o'clock at night because she wasn't going to be there. So we need to respect that if the teachers don't, you know, get back to you, they must continue to take care of their home and their life to be able to function. And with that said, I was going to mention real quick, the governor mentioned on TV, in his conference, that some teachers could be allowed to come into their classroom and do the zoom from the classroom and use the internet from the school and I could see how some people would try to tell themselves, let me get away from the house and let me go do it from my classroom cause I won't be bothered there and that could be an option sir. So is that an option that we are going to look at because the governor made that statement? **Dr. Gutierrez stated, yes, that's what we said earlier, that for those teachers that want to go that we would, with all the safeguards in place, that they can go, yes.** Ms. Pena stated, thank you, I just want to stress that, Ms. Perez. Ms. Laura Perez-Reyes, Board Member stated, thank you Ms. Pena, so okay, when we, and I was going to actually make comments on the issue that Drue brought up, because I have actually received a lot of calls but I thing that from the very beginning we have always emphasized that we are being very flexible, you know, we are being very flexible with teachers, nobody is going to be written up because they didn't respond to an email or message or to a call within 20 minutes or at midnight. But you know, I also was, I guess, under the impression that, because a lot of our teachers do have children, small children, I was under the impression that these teachers would be able to work through the night if they chose to because maybe they don't have somebody to help them with the kids during the 8 to 4 hours, right. Ms. Pena interjected, it could be optional. Ms. Perez-Reyes continued, I didn't want us to, I guess, I wanted us to clarify that we are not requiring, obviously, we expect there is some activity that needs to take place between the hours of 8 and 4 but if a teacher chose to work through 4 a.m. you know, then that would be accepted, that that would be acceptable. That you know, I guess I think, you

know, we all have comments and nobody is expecting a teacher to respond to an email at 1 o'clock in the morning but I think it's important that we are able to publish to the families that we serve, to parents, to understand that while we have a lot of activity between the hours of 8 and 4 you know, please respect the hours, please do not call after 4. You know, but it's up to a teacher, once she can respond if she wants to a concern, to a message, get it off her mind at 3 a.m., then that's up to her you know. But we are still not requiring our employees to be working around the clock, 24 hours to be responsive to absolutely everything by the minute. So, I think that its common sense, I think that we have talked about it at this level multiple times but I think it's important at this point that we publish something so that parents are also more mindful, you know, everybody's minds work differently, everybody is on a different schedule, especially right now, people are up through 3 a.m., it, you know, we sleep more during the day and so I think it's important for us to be mindful, to put something out so that it's out there and teachers also don't feel compelled that, or that they feel they might be in trouble if they don't respond immediately or you know, we are supportive of them and we want to be flexible. We understand these are difficult times for everybody so along the same lines, I do, I did also get some concerns about maybe we are duplicating some work as far as word is that teachers have to enter grades here, here, here, obviously, if that is not necessary then I hope that we are not, we are being more practical. **Dr. Gutierrez interjected, okay, when you say duplicating, so that we can clarify, what do you mean by duplicating?** Ms. Perez-Reyes stated, that you are having to duplicate as far as entry as far as what it is that they are having to log in. **Dr. Gutierrez interjected, logging in, okay.** Ms. Perez-Reyes continued, yes, you know, and that's what I'm hearing and I can't give you one specific example but I've been hearing that so it's really stressful to people because sometimes internet is not working as well as fast, you know, it normally is. Especially right now, everybody is saturating the internet. I think that that's a concern that I've heard a lot, that teachers are having to log information here, they are having to write it down, take pictures of it, email it to this person and then log it in elsewhere. So you know, if we can find a way to be. **Dr. Gutierrez interjected, standardizing.** Ms. Perez-Reyes stated, yes. Ms. Brown echoed, standardized, uniformity. Ms. Perez-Reyes stated, yes, uniformity and it is important you know. Ms. Pena interjected, more practical, you need to be a little bit more practical and very conscientious, it's true, you have one or six areas in curriculum, curriculum wants it or this area wants it, well, send it to all of us, well, let's see what we can do to help where it's easier, when I get the information, now I shoot it to you sir instead of having every teacher give it to me and then give it to you. Ms. Perez-Reyes interjected, it's a lot. Ms. Pena stated, I can just shoot it to you, thank you, Mr. Garcia, go ahead. Ms. Perez-Reyes stated, thank you. Mr. Eddie Garcia, Board Member stated, I think in part what Laura is referring to is the same concerns that I've been hearing, is that they are being asked to do it in Word format, in Excel format so they are changing. Ms. Brown interjected, formats. Mr. Garcia continued, from one platform to another. **Dr. Gutierrez interjected, so the formatting.** Mr. Garcia stated, yes, it's the formats, so they are having to duplicate the same information and we have to remember that, again, like it was mentioned earlier, not everybody is tech savvy or has a computer and they will send a picture of it and apparently administrators are refusing to accept a picture of that information that they are being required to submit. So again, I think that's what Laura was referring to, same concerns that are being referred to me. **Dr. Gutierrez stated, we are taking note of that and we appreciate your feedback.** Ms. Pena stated, and I've gotten the same concerns. **Dr. Gutierrez stated, okay.** Ms. Pena stated, okay, Ms. Brown. Ms. Brown stated, Laura is right, there is changing of

format and our teachers are well meaning, I mean, they want to do what we want them, you know, they are trying to do it right and we do need to be flexible and we need to be cognizant of their time, this is all new to them for all of us. We just don't want to stress anybody out but we need to be, I'm not saying that teachers, if they want to work at night or whatever, that they shouldn't, but we don't want teachers to feel un, yeah, we want to, we don't want to make ridiculous demands of anyone, that's just not what we want to do. Now, if this is a permanent situation then we are going to have to find a way and find the happy medium in here somewhere. **Dr. Gutierrez stated, right.** Ms. Pena stated, and one thing I want to stress because people are going to come out and say, the governor did not close the school year, the governor just said you are not going back physically into the classroom. Because I get a lot of people, you see, he said close it, no, please understand, the governor did not close the school year, the governor simply stated you are not coming back to the classrooms as big groups. Please make sure that we understand that because we have got to continue the education so we can make sure that we can advance and be prepared for the 2020-2021 school year. Okay, I have 3 hands up so do I just. Ms. Perez-Reyes interjected, well, on that, on that note real quick, I just wanted to add that while we are allowing staff to come back if they need to use classroom resources, that's fine, but we need to be mindful that we are regulating that as well so that we aren't, we are not in violation of the, what is it, the social distancing. Ms. Pena stated, correct, correct. Ms. Perez-Reyes added, and also, we would have custodial staff be present to be able to clean or I don't know how that would work? **Dr. Gutierrez stated, that's, I'm going to wait and see what parameters we are going to be allowed by TEA and the Commissioner first and so let me find out exactly what is it that they want to expect of us. Because this is a, this is six weeks now of distant learning, now the two weeks of April and the 4 weeks of May that we are going to have to now work, it's a six-week period starting today, starting on Monday rather, that we are going to have to work, we are four weeks into this and now we have six more weeks to go.** Ms. Pena asked, and can you clarify on that because they did say they are opening the parks and they are allowing. Ms. Perez-Reyes interjected, no more than 5 people. Ms. Pena stated, well, so you can't open the baseball fields or baseball games cause it takes 9. Find out if this going into the classrooms or the school building, are they applying the no more than 5 people, are they allowing to continue the 10 people in the same vicinity, can you make a clarification, we need to know. **Dr. Gutierrez stated, yeah, that's a good point.** Ms. Pena stated, por favorcito, Ms. Drue. Ms. Brown stated, I don't know if this is a question for you Dr. Gutierrez or Dr. Trevino, but what, are we advocating for virtual walkthroughs because I've been hearing about that. **Dr. Gutierrez asked, okay, do you want to respond? Dr. Trevino stated, we are not necessarily advocating for virtual walkthroughs because we announced last time, you all approved that T-TESS be canceled, I know that possibly administrators may have their assistant principals you know, just popping in, I'm not sure but it's not something that we have ever put on any agenda from, you know, administration and expecting them necessarily to be doing virtual walkthroughs. If they pop in just to see that you know, how's it going, like they would in a regular classroom setting, like when they would be in the classrooms, you know, the pop in for 5 minutes, you know, just to see that everything is going great. We do want to make sure that we continue to monitor also just the contact, that it continue to be professional between the educator and the student and you know, sometimes finding things that we shouldn't be finding. And so possibly, the administrators are asking, the principals are asking, administrators also just to pop in maybe 5,**

minutes but they are not doing in formal kind of, maybe that's what they are calling it, a TTAS virtual walkthrough but there is no documentation that they are going to be taking or submitting. Ms. Brown stated, well, I've seen a couple of pretty sophisticated schedules of walkthroughs with a lot of detail and I guess I'm wondering? **Dr. Gutierrez interjected, is that the one that I received from.** Ms. Brown stated, yes sir. **Dr. Gutierrez continued, I think we discussed that one, was there any particular, specifically, is anything happening? Dr. Trevino stated, we had asked the administrative, we have asked principals to submit a tentative schedule of what their administrator day would look like, what their counseling day would look like so we could just have documentation in the event that TEA said, well you have a teacher one, do you have one for your other employees. So we did ask the principals to put something in writing as to how or how they would be managing their staff, their administrative staff and how they would be supporting teachers throughout the day. Maybe like for example, I'm the administrator and I'm in charge of the English Department, so in the English Department meetings being held, that they could participate in those meetings as well so that kind of schedule and that would be part of their daily scheduled.** Ms. Brown interjected, so what I'm hearing you say it's not, you know, we may administrator's kind of popping in and out, okay, but that we are not formally, formally documenting any walkthroughs or using them in any way. It's just a checking in and out on what's going on? **Dr. Gutierrez stated, no, no, no. Dr. Trevino stated, its checking in and out, however, I don't want to say that if they didn't see something horrible or something inappropriate that they cannot address it.** Ms. Brown stated, okay. **Dr. Trevino continued, they have an obligation to address it.** Ms. Brown interjected, to address, to document it. **Dr. Trevino stated, yes, but that would be more on the side of the behaviors between the educator and the student.** Ms. Brown stated, okay, but, but we are not conducting true walkthroughs right now or any of that? **Dr. Trevino stated, no. Dr. Gutierrez echoed, no, and that's a good point Ms. Brown to bring it up since at the last Board meeting, this Board approved to waive all the evaluations T-TESS, T-PESS for the administration and the teachers, there is no need for us to do that, I believe that when there was the virtual zoom conference with the principals they were glad not to have that added duty.** Ms. Brown echoed, that added duty. **Dr. Gutierrez continued, so I don't know why anyone would want to add that duty to themselves when they don't have to do it but if it's happening, let us know because I think everybody was pretty relieved not to having to do any kind of a walkthrough or documentation of a lesson of any kind. Since now that it was waived and I think they were very happy, the Board approved the waiver of all, the waivers of all the evaluations.** Ms. Brown stated, okay. Ms. Pena stated, and real quick sir and I want to make sure that they are not getting double messages because like Ms. Trevino stated, well, we want to be able to justify, just in case this happened, we want to do that just, when it kind of undermines what was approved and make sure we don't cross that over because that's when you have the confusion and that's when you have the instability in the classroom cause you never know when somebody is going to pop in and everyone has a different style and a different manner, the bottom line is, a good teacher, as long as the child comes up with the right answer and passes the test, you have done your job. Because there are teachers, there are administrators that no, you do it my way or you don't do it any way. But that is fine and I want to make sure that we are not sending double messages where we said one thing and then they are thinking, well what if they do this and they well let's do this can we make sure we are on the same page. **Dr. Trevino stated,**

maam, I know that the teachers have been real good about sharing best practices with each other so when the principals do it they have their faculty meetings they do allow their teachers the opportunity to share what's working for them and it may not work for somebody else but they are all learning through this entire process, we all are, if we had the perfect pill it'd be great. Ms. Pena stated, yes, that would be a blessing, Mr. Cowen has had his hand up for a while, go ahead, yes. Mr. Cowen stated, on the issue of teachers having to fill our paper work, this is what happened in my household. They sent a form with an excel sheet embedded in it, okay, and with no instructions as to how to fill the form out and my wife spent 7 hours one day converting what she had written by hand on the spreadsheet, to the spreadsheet, she went to save it and lost everything. So she had to work the next day about 5 more hours to go transfer it they kept turning into read only files for some crazy reason or whatever, finally she had to ask the person that sent it to her, send me back a live file where I can input it in it, she had to leave Microsoft 365 or Office 365 and go to, I have Windows Office 2010 as an alternative, Windows 2010 anyway, it was like 11 hours to deal with a form keeping track off the stuff and on top of everything else that's going on to have that type of frustration our teachers don't need that. I came in and helped her, I could see the problem immediately, it's a read only file, you have to give it a new name, this that, whatever, it was just a nightmare. And so you know, when the staff, what I'm getting at, is when the staff sends something like that to the teachers, give the instructions as to how to fill it out, don't assume that everybody knows how to fill out a Word document, I hate Word, personally okay, I use Word Perfect but and then if you are going to say, well we have embedded an excel worksheet in the Word thing that it's a live file and this is how you save and this is how you do this cause you know, it's just frustrating when the person can't deal with it. **Dr. Trevino stated, and we are trying really, really hard Mr. Cowen, I think we have had over 100 professional development sessions even on those things, how to work a particular software, a particular platform, a particular document. IT Department is trying to answer as many calls as possible. We are trying to.** Mr. Cowen interjected, I'm talking about at the schools, that the school should send instructions, that's what I'm saying, you are not going to get the I Tech Department to tell somebody how to fill out a Word document. **Dr. Trevino stated, but we are trying and I'm sure the administrators are as well, there are a lot of things happening that are new. Dr. Gutierrez interjected, please understand that, you know, we've heard everything that you have been telling us, are we doing anything right also? Because.** Ms. Brown interjected, yeah. **Dr. Gutierrez stated, because we have.** Ms. Pena interjected, no, no sir, remember, this isn't personal so don't. **Dr. Gutierrez stated, no, no, I'm not personalizing, I'm just saying, there's 3,300 teachers, there's 54 campuses, yes, you get the phone calls, we'll address them as we go okay. But it's not that the sky is falling either, and it's not a reflection of perhaps the 3,300, and I would like for you all to see that there's a lot of good things going on too that I believe that these are things that in isolation that we can work and fix because we are fixing and learning as we g but I also don't want to send the perception out there to the people that are watching us that this is a reflection of us, this is a, a lot of good things are happening too, these are the things that come up in isolation that we are going to fix along the way and I want to send that message that distance learning, instructions with kids, contacting parents, teachers a doing a lot of hard work at the campuses, that that also comes out as a reflection that we are not leaving them behind and we are doing everything we can to provide the best job that we can do for them, that's all I want to say.** Ms. Pena stated, yeah and please understand, I want to make this clear, the

reason we address this and my colleagues address this publicly, we get messages, we get texts, we get calls at all hours of the night, I get called at 1 in the morning cause you know why, cause people forget that its 1 in the morning. Because they are becoming nocturnal, and they are like, oops, maam I didn't know it was 2 o'clock in the morning. Well you know, the phone rang and I thought it was my child or something happened to somebody, family member, your got to answer the phone at 2 o'clock in the morning cause you are going to think it's something important. And I respect that and I don't get upset but the reason we do it here publicly and we ask, we want our community members to know we are addressing it politely and when you give the answer, that's not happening then they hear it straight from the horse's mouth that that information that is being disseminated out there, Dr. Gutierrez, is not correct. And you we are giving you a great opportunity to say, no, that's not happening, that way the public knows, okay, that's happening, that's isolated, it's not being done properly and now the superintendent is going to make sure it's done correctly because they are doing a job very good job of that. That's the only reason we are presenting it here, otherwise the public will never know how we feel, how we stand or how the information is being disseminated and please forgive me for using this word, but the naysayer is incorrect so we have to publicly, politely, very democratically, very non chillingly ask you, can you please testify that this is not correct, you are doing a good job. And if we do it all at one time it beats having to have six different people say the same thing but it comes out different. Ms. Brown interjected, I don't think anybody here is displeased with the way things are rolling. I think this healthy discussion is probably taking place at every school district in the United States right now, this is nothing more than us trying to work out the bugs, us understand what is truly happening out there, how we can make it better. Today we know now, it's going to be for the rest of the year it's going to be this way so we are going to share with you what we hear and you guys always have good answers. I was going to ask about tech support because you know, the help desk and all that is available for the teachers but I often wonder and I had passed an article onto Dr. Gutierrez about Houston, I'd like to see, if we could, is some sort of hotline for our parents and our students to use and when I talk about hotline, I'm talking distance learning questions, technology questions and also, I know we have amazing math specialists, science specialists, English specialists, we've got specialists for everything, a possibility for some sort of situation where people could call and ask curriculum questions that could be answered by some, I don't think everybody is working right now and it might be an opportunity for some of our other people to pitch in and help, maybe, it's just a suggestion, I think Houston is doing something similar. **Dr. Gutierrez stated, and I like that idea that now that we are in for the long run, you know to have that hotline to provide assistance so we can work on something like that to be able to be of service. And you know, if you also have good ideas from other places that you hear that we may incorporate to make it better like you know, let me know like this hotline is something that we can put in together, put in place so that it can be of more service and more clarification.** Ms. Brown interjected, Dr. Gutierrez has been real good about taking suggestions and I know he has been looking across the state to see what other districts are doing, I know I've forwarded articles, I'm sure some of you all have too and he is looking and I appreciate the fact that you are open to those things. **Dr. Gutierrez stated, thank you.** Ms. Pena stated, thank you, Mr. Garcia. Mr. Garcia stated, going back, or I'm going to try and summarize what we have been talking about. Thank you Dr. Gutierrez and staff, you all are doing the best, again, the governor has closed the schools for the remainder of the year but not instruction. This is the time that we are learning what's working and

what is not. And we, that the message here is that we need to work as a district with everybody doing the same thing. Now we understand that there's only going to be 3 grades that are going to be obtained from all that work that is being done, again, the top 3 grades are the ones that are going to help. Students, teachers, staff, we are trying to work on all this together because we don't know what is going to happen at the beginning of the year. This is helping us prepare for the beginning of the next school year. There's many teachers that are not tech savvy, this is your time to ask the questions and start learning to prepare for next school year. We should not have an excuse next year as long as we do it right now at the end of this school year. And again, thank you for all the work that you are doing and we are going to get over this working together, thank you. Mr. Cowen interjected, Madame Chair. Ms. Pena stated, yes Mr. Cowen, go ahead. Mr. Cowen stated, and Dr. Gutierrez, I think one of the things, since we are going to be essentially moving to distance learning completely, that the roles of the administrators at the campus the principals, assistant principals, facilitators, the librarian, all these people, you know, they have to reinvent the process as well you know and I know on that issue I was bringing up about the Word issue is not to complain it's a different world now you know, if a teacher had a problem they would walk down to the facilitator and say, hey, how can I get this done, what can I do, you know. Well the structure should remain the same, you can reach out and talk to your administrator, talk to your assistant principal, help me with this, I got a problem, what do I do, give me somebody you know, we just have to restructure we have to reinvent education right now and we don't know next fall what is going to happen we have no idea, anyway, I think you get my point on that thing. **Dr. Gutierrez stated, yes sir I do.** Ms. Pena stated, Ms. Prisci. Dr. Prisci Roca Tipton, Board Member stated, yes, I just wanted to the instructional packets, I know that the second instructional packet is going to be either they can download it from the website or mailed out between April 17th and 22nd, right, next week, so just a suggestion, I know that there is some parents that have a device but internet so just an option, rather than just printing the packet and mailing out the packets, maybe sending a USB, you know, just a thought**. Dr. Trevino stated, thank you, we will certainly look into that.** Dr. Tipton stated, thank you. **Dr. Trevino continued, and certainly, from the curriculum, I'm sorry.** Ms. Perez-Reyes stated, I'm sorry, I was just going to say just I guess on a more positive note, I have also received a lot of calls, a lot of employees are very happy, especially our chapter 21 employees, they are very grateful that, you know, we continue to have them on payroll. You know, it's not something that we had to do a lot of employees in other districts are being furloughed, they don't have an income, also they don't have a paycheck coming in so, you know, people are very grateful, people in the district are very thankful. We also, I've also received a lot of calls from parents, even from private school students are coming to our schools and they are picking up their meals as well so again, that's, I think that we've, and we've talked about it before. But you know Brownsville ISD is providing the largest humanitarian effort, you know, in the city, you know, by being able to continue to feed families, continue, and again, we, I know we have also received some criticism cause everybody's like, why can't, why is BISD still requiring that students be in the vehicles. What people don't understand that we are feeding everybody, we are not asking you for citizenship status, we are not asking you, are you a private school student, are you are charter school student, we are not asking you for absolutely anything you know, you are between the ages of 0 and 18, we are going to feed you, you know. So I applaud all those efforts because serving meals, again, this is not something we are, that we have to do, it's something that we do because we have a moral obligation too and it's something that we have all unanimously agreed on and so there's

definitely a lot of good things happening in this district. Our employees, I know I've spoken to other elected officials that are, that have asked, well, you know, are your employees complaining, maybe they feel they are put at risk, I commend our employees too because they have all been volunteering, nobody is being forced to come in and do and provide the service you know. We've had employees step up to the plate during this time of need and they want to help you know and we have also done our part in compensating them, paying them that time and a half for their service, so there's a lot of good things happening in this district and I think that a lot of times we just have to iron out the little things. Unfortunately, it seems more negative than it is you know because we are doing so well but we have to have those discussions so thank you. Ms. Pena stated, thank you maam, I'm sorry, I apologize, Ms. Drue. Ms. Brown stated, yeah, Laura is right, I, Tuesday I went out and observed the meal distribution myself first hand and it was such a positive experience, the employees that are doing it, the F&S people, what an amazing effort they are making. And the recipients, they were very positive, very, it was wonderful, I mean, it was a really beautiful experience for me, I was so impressed with how well it was run, how organized, I mean, it was the most efficient thing I have ever seen. So it was amazing and I know you are going to make a report later, probably about the numbers, the meals distributed and stuff. **Dr. Gutierrez interjected, yes Ms. Brown.** Ms. Brown continued, but it was a great experience to observe and I'm going to go out again and if you all haven't been out, if any of you, I think most everybody has but if you haven't had an opportunity to go out I think it really is, and I think humanitarian effort is a great way to describe it, it's exactly what it is. Ms. Pena stated, yes, and I want to piggy back on that, it's very good, we are doing wonderful things, we are doing wonderful things but one thing that you can all raise your hand and say is true, there is no such thing as perfection on this planet. So when we bring things up, it's not to criticize, it's not to insult or make you look bad, because it's a job that we've signed up for and it comes with a little bit of things that sometimes make you feel uncomfortable. But what do you do, you take it with a grain of salt and you make the best of it and you move forward because that's what make you an outstanding employee, an outstanding person and an outstanding district. When we take what is wrong and people bring it to our attention and we take it and we fix it and we don't think they are doing it to put us down, no, they are doing it to say, hey, let's take care of this and let's shine and BISD has always done that in an exemplary manner and I'm very proud of that and I know you will continue to do it that manner so thank you for that. **Dr. Gutierrez stated, thank you, anything else Dr. Trevino? Dr. Trevino stated, just really, really quick, I want to make sure that I communicate to the community and to the School Board that the Curriculum & Instruction Department, as well as the principals that are out there every day at BISD are working really, really hard, that we have it down perfect, absolutely not, that we have areas that we can get better at, absolutely as well, but we want to make sure that gaps are not any bigger when the students come back with instruction. That's why the instructional packets are created, that's why instruction must continue, you are absolutely right Ms. Pena, he closed the school building, not instruction and instruction must continue until May 27th, right, we have an ethical and moral obligation to get that done. And I assure you that the Curriculum & Instruction Department as well as our campus administrators are working very, very hard, is it a little difficult for teachers, absolutely, it is different, it's difficult for our administrators, absolutely as well. But we want to rest or put the community at ease that we are doing everything that we possibly can in the best interest of their children. We do have a hotline for parents already so I want**

to make that point, that if they go onto our website and they have any questions on technology that we do have a website available for them to click on, a link and a phone number that they can call to ask for help. Ms. Brown asked, and that's on the homepage? **Dr. Trevino stated, yes maam.** Ms. Brown stated, I haven't seen it. Ms. Pena asked, do you have that number, can you say that number out loud? **Dr. Trevino replied, yes, let me.** Ms. Pena stated, and while you are looking for it, thank you for stressing, the governor closed the school buildings, not the school year so that's why we are continuing with distant learning cause the 2019-2020 school year will continue till the end of the scheduled school year. **Dr. Trevino stated, it's under support and it says, parent/student information, download instructional packets, online distance learning, Clever, Technology, Hotline, 956-554-4775, we do have it though, from 8 to 2, we need to extend that, those hours, we'll be happy to do that, but we do have a Hotline, 956-554-4775.** Ms. Brown asked, can you do more to push that out? Ms. Pena stated, yes, yes, we need to. **Dr. Trevino replied, yes, we will work with our new PR gentleman, Mr. Jason Moody, to help us promote that.** Ms. Pena asked, and if I may interject on that, is that 8 to 2 because that's the time that the person is here in the building to be able to, am I correct? **Dr. Gutierrez interjected, yeah, but I think we might need to work on the hours, to expand. Dr. Trevino interjected, expand those, yes. Dr. Gutierrez echoed, yes.** Ms. Pena added, I appreciate whatever you can do on that, I really appreciate that. **Dr. Trevino stated, yes maam.** Ms. Pena stated, thank you. **Dr. Gutierrez stated, thank you. Dr. Trevino stated, and just really, really quick, with grading procedures, this is my final slide, students are expected to participate and submit assignments again, we don't want the gap to continue and next year the teachers having to work twice as hard to close gaps. But if a student was passing prior to Covid 19 and completed all assignments, any new grades, those 6 new grades, will only be used to increase the average. If a student was not passing, prior to Covid 19 and completed assignments and again, the new grades are only to help the student and so they could increase their average to pass. If a student prior to Covid 19 was failing and submits nothing, we are recommending an incomplete to appear and entering summer school, bring them in if they were failing and then did nothing. But if they were failing and then did something, then we want to reward those children, okay, so we wanted to make sure that we emphasized that, we are about helping students, we are about ensuring that we close gaps because we want them college and career and military ready, thank you.** Ms. Pena stated, Ms. Drue. Ms. Brown asked, and how do the teachers get this information? **Dr. Trevino replied, we've been giving it to the principals so the principals have it, we did give the principals a one-page handout with all this information with dates and times when grades would need to be turned in, when we would be disseminating packets, when we would be getting them back, averaging and most timelines.** Ms. Brown asked, and this is going to be on the website as well? **Dr. Trevino replied, yes maam.** Ms. Brown stated, okay. Ms. Pena stated, and before you leave, Dr. Gutierrez, Dr. Trevino, I want to commend you on the job that you do, I hear nothing but wonderful things, you work really hard, your professionalism, your dedication, your commitment, thank you, this is a hard job to do and you are doing it for the love of the children and the love of your career and you just embody what it takes to do a good job in the position that you hold. So I want to commend you cause I hear nothing but wonderful things about what you are doing and no pressure, keep it up and make it better cause I know you are, you do an outstanding job and I want to commend you on that. **Dr. Trevino stated, thank you, it's a team effort but thank you.** Ms. Pena added, yes it is, thank you

so much. **Dr. Gutierrez stated, thank you Dr. Trevino, if I may go to the next?** Ms. Pena stated, oh yes, yes sir. **Dr. Gutierrez stated, okay, on the next one, we have the Business & Operations with Dr. Cantu. I want to say that this presentation by Dr. Cantu on the FEMA, on the Federal Emergency Management Agency, I want to say that we are getting ahead of this also. We want to make sure that we are also staying up to date with FEMA requirements and along with TEA. And so I want to thank Dr. Cantu and her staff because they are ahead of this as far as what we are required to do. We don't want to be caught by surprise that we didn't do certain things and we may not get reimbursed, she's done a lot of research on FEMA. She's also looked at all the questions and answers as well as we contacted our FEMA representative, Judy Lucio is her name. So she's been in contact with her and sending emails and we just felt that it was very important to give the Board an update on the FEMA requirements during this crisis and what is being asked of the school districts and so this information is the latest that we have. Obviously there's a lot of changes that have been happening as we are moving on and also with TEA and FEMA but Dr. Cantu has done a very good job in putting this presentation together, talking to our FEMA representative, sending emails, getting responses from those emails, participating in webinars with FEMA as well so we can give you an overall status of where we are in relation to FEMA and what's required of BISD in hopes that we can get not all the reimbursements, 100%, but some of the reimbursements that we can possibly get as a school district. So I'm going to turn it over to Dr. Cantu because she's going to give us a good overview of FEMA, TEA requirements and reports that we have to submit for future reimbursements as we are incurring expenses in our district due to the crisis, go ahead. Dr. Nereida Cantu, Deputy Superintendent for Business & Operations stated, thank you Dr. Gutierrez, good afternoon President Pena, Dr. Gutierrez and Board Members, thank you for the opportunity to present to you information about FEMA and the impact it will have in our district. before I begin with the presentation, I believe I gave you a hard copy and it's also on BoardBook, am I correct?** Ms. Pena stated, thank you, yes. **Dr. Cantu continued, okay, so one of the first things that I'd like to mention is that we have, Dr. Gutierrez has talked about this at previous meetings, we have different entities that are giving us guidance. And so in this case, we received information this week about FEMA, on Monday and so I will tell you that immediately, Dr. Gutierrez needed to get this information to the Board, researched, read everything that we possibly could and there are some, I'll call them misalignments between TEA and FEMA. And so I will highlight what those misalignments are during the presentation and right now, we are following the TEA but we also have to recognize that FEMA has their own guidelines. I will highlight those for you just so that you know that there's discrepancies, there are misalignments with that information, with that, I will begin. So what we are going to talk about today is the sequence of events, what's happened in the last, it seems like it's been a very long time, but it's, you know, since spring break, what happened, we are going to look at the timeline. We are going to talk about the nationwide emergency declaration, we are going to talk about the request for public assistance, we are going to talk about reimbursable expenses, what are those things that we can get reimbursed for, and then the deadline for FEMA reimbursement and then the School Board policy that we need to support the FEMA reimbursement. So we go on to slide number 3, you will see that there is a sequence of events there and I've color coded them for you. The red is the Brownsville ISD**

superintendent making some decisions. The black is national orders, the purple is the state orders and the blue is the county orders. So you can see that our last day of instruction before spring break was March 13th, on that day, President Trump issues a nationwide emergency declaration. So that's when the staff came in immediately to work during spring break and on the 18th, we held an Emergency Board meeting and that's when you, the Board approved the Resolution, the compensation pay for the hourly staff or classified staff and approved the closure until April the 3rd. On the 19th, March the 19th, the governor issues an executive order on social closure until April the 3rd in alignment to what the superintendent had done. On March 23rd, the County Judge, Eddie Trevino, announced a shelter in place from March 25th to April the 8th. And then you can see on the 29th, Dr. Gutierrez extends the school closure and we are instructing, we talked about that more last meeting, until April 13th. March 29th, the president issues a national order, social distancing until April 30th, on that same day, Dr. Gutierrez announced school closures until further notice. March 31st, governor Abbott announced school closures until May 4th, April the 7th, County Judge Eddie Trevino extends shelter in place until April 21st. Today, when this power point was printed, we were awaiting the governor's orders and those orders have already been shared with you. But I show you this sequence so you can see how things are changing and how fast we are having to adjust that we are getting from the national, at the state and local entities. So let's start with the nationwide emergency declaration, this was the one the president issued on March the 13th. What happens when the president declares an emergency declaration, it opens funding through FEMA and FEMA has the public assistance program, it's also referred to as the PA Program for reimbursement for emergency protective measures. There's a couple of things that need to be completed online, the forms are all online in the FEMA website and we have to explain the work activities, there's some basic questions, there's some supporting documentation that we need to include, including the cost estimate. This is what we told our staff to make sure we were tracking all our expenses. The next slide, the request for public assistance application steps, you can see that I attended the virtual briefing on April the 9th, that's when I received the information, on April the 13th, on the 10th, we registered BISD on the FEMA website. On the 13th, I received log in approval, on the 15th, I submitted the request for public assistance, also known as RPA. Once I receive a request for public assistance, then I will be able to upload expenses and you can see how the documents will be submitted and FEMA will review those documents. Slide number 4 addresses reimbursable expenses, funding is immediately available if we request expedited assistance. Prior to funding, there's a couple of things that needed to be done online, for example, it's an agreement, submit the grant application, make sure that we are registered through that and then also, receive the public, you know, submit for the public assistance administrative plans, these items, I've worked on them, just on the website to see what we have ready and as soon as I get approval I'm going to be moving on some other steps. So they are in a position to start awarding funding now. On to the next slide, number 7, this is where I'm going to highlight discrepancy 1, eligible expenses. TEA, the guidance that they gave us, if you notice in red, I made a note that it's not eligible in FEMA, distance learning expenses including purchasing electronic devices and communication infrastructure, hot spots, TEA says those are approved, those are approved expenses, eligible expenses through FEMA, FEMA says no. We are waiting, we are hoping that at some point there will be an alignment, as Dr. Gutierrez mentioned, we did talk to

the representative for this region and she is going to help us to try and make sure that there is an alignment. We do know that for example, cleaning and sanitizing of schools, labor, equipment, communication and any public information costs like the packets that we're mailing out, all those costs can be reimbursed. Curriculum development, when we brought staff in to develop certain things that can be addressed, any supplies, that included gloves, masks, not necessarily just instructional but it also includes instructional supplies and any expenses to continue the food assistance program. So, not all expenses are covered by FEMA but there are other funding sources. The FEMA website identified a couple of grants so addressed that with the Grants Department and we can also apply for other grants and hopefully have other sources available. What we do know is that federal cost share is FEMA is 75% reimbursable and the share of the district is 25% so that clarifies that we don't get 100% but we do get 75% back. The next one is this one, the deadline for FEMA reimbursement, this is what I'm going to identify as discrepancy 2. On the TEA website it stated that the deadline to submit everything was April the 24th, as of this morning, we checked the website again TEA now dated it to match what FEMA had so I updated the power point for you. There is not a date identified at this time, what FEMA states is that after the declaration of the pandemic closes, 30 days, we have 30 days after that to submit logs. So because we don't have that date at hand, we don't have a date as to when the closure of submitting FEMA reimbursements at this time. TEA. Dr. Roca Tipton interjected, oh, I just wanted to clarify, will we be able to start drawing down some funds? **Dr. Cantu stated yes, based on what I have from FEMA, we will submit, it will go through an approval process and we should be able to get that reimbursement.** Dr. Tipton asked, any final will be 30 days after the declaration, the disaster declaration is over? **Dr. Cantu replied, yes, that is correct.** Dr. Tipton stated, thank you. **Dr. Cantu stated, you are welcome, what TEA is recommending is that we submit the request for public assistance as soon as possible, I mentioned to you that I've been on the website and the request for public assistance was submitted for BISD, I am waiting approval. As soon as we get that approval, I will be able to start uploading the templates for reimbursement. The next slide is School Board policy and this is where I'm going to invite Dr. Trevino to talk about the policy and I will tell you how its discrepancy number 3 but I'm going to have her explain the School Board policy, Dr. Trevino. Dr. Trevino stated, thank you Dr. Cantu, so in your packet or in your agenda, VII, B4, is dealing with this particular policy. One of the things that in order for a school district to be able to generate money back from FEMA for any, for premium pay of our classified and auxiliary staff, we need to have a policy already established. BISD did not have that the way it's written for premium pay. And so in order for us to at least try to attempt to get some of that money back, you all need to approve this policy indicating that after the authorization by resolution or other Board action, non-exempt contractual hourly wage employees etc., because we are acting out after the fact, you all have already approved the resolution when we were in a disaster but in order for us to try to get that money back, FEMA has not given a thumbs up, you know, we only have a certain amount of money, we did have the policy after the fact but it doesn't hurt to try. Districts throughout the state are doing this as soon as possible in order for us to be one of the first ones to apply because even if we just get a small portion back, it will be very, very helpful. Another part of this TEA proposed changes is to include a teacher pay for supplemental pay for instruction and that's under VII, B1, we are requesting for 100 hours per month for**

our teachers in order for them to be able to be utilizing their internet access to instruct students. We are wanting to make sure that we document that communication, we know that there's different forms and teachers are stressing for the different documentation forms but in order to qualify for this 100 dollars, just the documentation that they are making contact with students obviously using their internet. But we want to be able to provide them with some funds in order for them to cover those additional expenses that were unexpected. And so if you all approve that, it will be included as well. So those are the only two items, I don't know if Mr. Salazar wants to add anything. Ms. Pena asked, Mr. would. like to say something, go ahead sir? **Dr. Gutierrez stated, yes, thank you Dr. Trevino and Dr. Cantu, if we do this 100 dollar incentive for April and then for May, as long as the teachers document that they are having distance learning, and connected with the kids and that they document it, this helps us also that we have to show TEA that we have to provide at least 75% of distance learning so that we don't lose funding because correct me if I'm wrong, but if they are requiring us for our funding to hold up how it is, is to provide that 75% connecting and distance learning with our kids. So this incentive would help us with that or? Dr. Trevino stated, yes, sir but it could be distant learning or even the packets but because, you know, we are having a hard time sometimes documenting the packets if they don't return we know that we have concrete documentation when its online.** Ms. Pena stated, I have a question, that has been brought up by several people when they read the agenda, where this is about the distant learning and we have evidence that its being used because of the distant learning with the packet, cause now we are having the counselors, we are having the classified, my phone, the office phone has been routed to my personal phone so now I have to get internet so I can do this from home for the students. So that's something that we need to stress that because we need proper documentation to be able to justify that it was actually done and if someone forwards their phone, their office phone to their personal phone, it is very difficult or how can we document that you were actually called, what did you actually do? So we want to stress that this is something that has have concrete backup, that its actually done and when you do distant learning with the students you have physical, concrete evidence that you are doing that. So I want to stress that that's why we went, you chose to do it in this route for the teachers. **Dr. Gutierrez interjected, for the teachers, correct.** Ms. Pena continued, and that way we can justify and not that we are leaving anybody out or, but we are trying to do something that we can cause they might even come back and say, sorry, never mind, you can't do that, well, at least we tried. But understand that that's why we are doing that because it's very delicate and its very, very intriguing how they put all these rules and then the next day they have a meeting and they change the rules and you are out of luck. So please understand that, Ms. Brown. Ms. Brown stated, yeah, I think we have probably all been contacted since this came our because you got your special ed counselors, you got your PT people, you've got your diags, you got a ton of people that support ARDS and they are all using their own personal devices, their own personal phones, their personal plans. In some cases, get additional hot spots and things, increase their band width, different things to make this work. But we are only talking about reimbursing teachers? **Dr. Gutierrez stated, for the instructional, right.** Ms. Brown echoed, for instruction. **Dr. Gutierrez continued, for instruction because that will help us with meeting that 75% of the direct instructional distance learning instruction. I wish we could do everybody but as you know, Dr. Cantu discovered, FEMA, at this point, as of today, is not going to cover electronic expenses. It's not, perhaps they may but right now, in**

speaking to Ms. Lucio, and she sent it to us in an email, it's not covered but for us to be able to sustain or reach that 75% instruction and reaching out to kids we feel that this is a way to document and prove that the 75% is being met. If we are awarding the teachers that are doing, the distance learning with the kids so that way, we can meet the 75% along with the combined packets and online instruction so that we don't lose the funding or we don't lose any possible funding from the state. Ms. Brown asked, so we are defining it as anyone who's actively engaged as a teacher in distance learning? **Dr. Gutierrez asked, the teacher of record, is that the way we are looking at it? Dr. Trevino replied, yes, correct.** Ms. Brown stated, because we do have these full time subs that we are paying that are also engaged in. **Dr. Trevino interjected, if they are the teacher of record, yes maam, absolutely and again, it's just to support that instructional piece, not necessarily the communication, although that's valuable, but the teacher providing the instruction cause that's what's generating the funding to BISD, that continuous instructional support. Dr. Gutierrez interjected, that's right. Dr. Trevino added, that we need to ensure that we are providing.** Ms. Pena stated, I think Mr. Garcia raised, did you raise your hand, no, okay, I'm sorry, go ahead, it's you Mr. Cowen, he just moved his hand, sorry. Mr. Cowen asked, in one of the zoom meetings I saw on my wife's computer, the librarian was there and she comes in and out and sometimes the counselors come in and out and they jump around from classrooms, will they be included because they are involved in that too? **Dr. Gutierrez replied, no, we are looking at just the classroom teacher.** Mr. Cowen stated, oh, only the classroom teacher, okay, just to clarify that. **Dr. Trevino stated, and maybe providing, Mr. Cowen, or participating in professional development but not necessarily giving instruction to students. Dr. Gutierrez stated, yeah.** Mr. Cowen added okay, I think in the case of the librarian, you know, they have AR programs, other things that they were looking at and make sure the student is keeping up with it, but they are not on every day. Ms. Pena stated, Ms. Brown. Ms. Brown asked, so Dr. Gutierrez, is it your feeling that it would be cost prohibited to try to reimburse more people? **Dr. Gutierrez replied, yeah, at this time the latest that we got from FEMA is that it is not a reimbursable amount for us to get back FEMA. If we look at the teachers that's like, if you, it's in our packet, but we have a little over 3,000 teachers, just the teachers alone for classroom instruction that's over 300 thousand dollars, if all of them participate and document the online direct instruction with the kids a month.** Ms. Pena interjected, a month, so it would be a total of 600 thousand when everything; is said and done. **Dr. Gutierrez stated, that's right, if everybody is online and documents and submits, yes.** Ms. Pena stated, thank you maam, you may proceed. **Dr. Cantu stated, thank you maam, so what I want to stress on this slide number 9 is that FEMA is telling us on the documents that I have read that this policy needs to be in place before a disaster and they are unable to pay district employees retroactively, so we are going to, if you approve the premium pay, FEMA is saying we cannot reimburse you because it's being retroactive. However, TEA has informed us, make sure that when you got notice of this policy and adding the premium pay, make sure you get it approved within the 30 days from when the declaration started. So today is day 29, so again, this is discrepancy number 3. TEA saying one thing, FEMA saying something different, what we know right now is FEMA is saying premium pay is not reimbursable. I just want to make sure we are very transparent with that.** Ms. Pena stated, so in, if I may, so in essence, just in case they come back and change their mind, we want to be ready that we did what we could to make sure we were in line to get it if there was a change of thought at the time. **Dr. Cantu**

stated, that's correct maam. Ms. Pena stated, excellent. **Dr. Cantu continued, and Ms. Judy Lucio, our representative from FEMA for this area, when Dr. Gutierrez and I spoke to her, commended the district for taking immediate action and for immediately getting us registered and making sure that Dr. Gutierrez this meeting this week to make sure that we meet the deadline.** Ms. Pena stated, thank you, Ms. Prisci. Dr. Tipton asked, I just wanted clarification that it's not going to be an allowable item, however, moving forward after today, it can be or? **Dr. Cantu replied, FEMA, yeah, according to FEMA, let me talk about the FEMA side, FEMA is saying if we did not have it, even though we are going to sign it today, it needed to have been before the disaster, which would have been the week of the 23rd okay. That's what they are saying right now, however, because TEA is telling us get this approved ASAP, we believe that TEA may come back and FEMA may come back and align the message. Right now, it's not aligned, I'm trying to just be very transparent.** Dr. Tipton stated, thank you. Ms. Pena stated, and once we put it in, should we have a future disaster, God forbid that happens, well now we are in compliance because unfortunately we did not realize it had to be in policy in this manner. **Dr. Trevino interjected, and if I may add, I will probably come back with Mr. Cowen's permission, with policy changes, because right now the language is reading, after the disaster, right, so we are going to have to go back and change it where it's not going to be after, now it's going to be before, right. And so TEA or TASB has said, after today's meeting, later, you know, in the near future, we'll come back to change DEA Local so it can be more updated. Dr. Cantu stated, so we are just trying to be very transparent with you.** Mr. Cowen interjected, so just to clarify one thing. Ms. Pena stated, go ahead Mr. Cowen, Mr. Cowen stated, you know, she's referring to me as Policy Chair, and the reason as a courtesy, she will bring it up to me and then of course, like we had a short meeting today, as a courtesy to the other Members of the Policy Committee who are able to serve, you know, bring you in on loop so that it's not a surprise when we have a meeting. Ms. Pena stated, thank you sir, go ahead maam. **Dr. Cantu stated, so on slide number 11, I'd like to share some next steps with you, right now what we are doing is we are gathering detailed information from all departments district wide. As you will recall the last meeting, we talked about making sure that we were coding the PR's, purchase requests, as Covid 19, so right now what we are doing is, those emergency PO's that were issued, we are gathering data. There's two documents that we will be submitting and like I said, once we have approval from the Board, we can immediately start submitting some reports right, we don't have to wait until later. The two documents, one is materials, that includes all supplies that we had to use, paper, hand sanitizer, masks, those type of expenses. And then the force account labor summary, this will detail, and I'm going to take us to the next slide, slide number 12, to give you an example of the materials form. It's very detailed, they want to know a description, the unit, total price, the date it was purchased, when was it used and then they want an invoice to make sure that it was purchased and what stock number it was. So it's very, very detailed but this is the form that we are going to collect for materials that we will be submitting. The second form is a force account labor summary, this is going to be all the employees that are getting time and a half right now okay. So the time and a half, we know that that is a reimbursable expense, this will include our bus drivers that are helping our food and nutrition department, their time and a half will be included in here. So we will be submitting that time and a half and the materials. So we go to the next slide, slide number 14 and the last one, I just want to share that FEMA is a**

learning experience for me, I've read a lot about FEMA, I'm comfortable with FEMA manual, the 300 pages that we needed to read on that. And it's also, I, you know, we look at things in the positive, the positive is that it's also allowing BISD the opportunity to build a partnership with FEMA, we've already had contact with our unit chief from this area, Dr. Gutierrez and I, so it really has, it's an opportunity to build that partnership. And again, as Dr. Trevino mentioned in her presentation, this is truly a team approach, we are all learning, this data that I shared with you is based on the FEMA information that was printed this week. If it changes in the future and it's a significant change, we would bring it back to you to keep you informed. And I would like to conclude by saying, thank you School Board for the support you give us to get this work done, thank you very much and I will entertain any questions. Ms. Pena stated, well, thank you for a job well done, we really appreciate that very much, do we have any questions, Ms. Drue? **Dr. Cantu stated, thank you.** Ms. Brown stated, I don't know if this question is for you Dr. Gutierrez or for Dr. Cantu but could you give us a report, a general report on the Food Service Distribution? **Dr. Gutierrez stated, yes, do you have it with you, I have a copy of it? Dr. Cantu asked, you want a copy, I can certainly pull it up on my computer, I may be able to pull it up, I don't know that. Dr. Gutierrez asked, do you want to go ahead and read it? Go ahead.** Ms. Pena asked, can you pull it up on the screen? Ms. Brown interjected, yeah, I'd like to know numbers of meals that have been distributed, I understand we are going from 12 to less sites and I'd like to know the numbers so we know why that decision was made? And what the sites are and just in general I'd like to know more information about that program and how it is working? Ms. Perez-Reyes interjected, meanwhile she pulls it up, can I ask? Ms. Pena stated, yes, go ahead. Ms. Perez-Reyes continued, I have a question, going back to seniors, it's my understanding that, I don't know if it's all campuses or maybe just certain campuses were requiring all seniors to have two letters of recommendation, to write an essay before they are cleared for graduation and so I understand that maybe some students don't have an NC, no credit, due to excessive absences and so I guess maybe those students were the ones, that's what I understood, maybe those are the students that have been required to get those letters of recommendation and write this essay and I want to just ask about that, clarification on that? Ms. Pena stated, and can you also answer her question on that cause I read somewhere, where did I read about the absences were going to be looked at differently because of the pandemic, yes, can you please, because I read that and I said, oh, this is good. **Dr. Trevino stated, and so the Commissioner of Education, if a student has not met attendance and able to receive credit due to a lack of attendance because students need to be in the classrooms sitting for a certain percent of the time, right. And so for first semester, he is not waiving it, so if the student was not in compliance with the 90% of sitting in the classroom for first semester, they need to make that time up. But for second semester, if they were absent chronically, they don't have to make it up, he has waived attendance for second semester but not for first. So we have talked about, the Curriculum & Instruction Department, the AA's and myself to see, well, what can we do as unit and as district to help the students if they had not met the attendance requirement for the first semester? So we talked a little bit about maybe we can work on having teachers come on Saturdays and do online stuff with the students and we would pay the teachers like for coming in for tutoring kind of thing and give the students opportunities to work on TSI for example and document those hours so they can get the credits. So that's how that came about because students do need to sit in the classroom 90% of the time in order to receive credit.**

Ms. Perez-Reyes interjected, but what about the essay or is that the same thing, are we talking about the same thing? **Dr. Trevino stated, okay, so that's also part of the independent or the individual graduation committee plan so students too, if they had failed an end of course, they do have certain things that the Curriculum & Instruction Department have identified that they need to complete in order to meet graduation requirements.** Ms. Perez-Reyes asked, okay, and somebody would be available to read those essays and clear everybody? **Dr. Trevino replied, yes, yes, the principal needs to be a part of that committee, a teacher, and administrator, the student and the parent. So they will be meeting with these individuals through zoom of some kind or some kind or some meeting, and explaining exactly what the student needs to do in order to meet the requirements. And that's a requirement by TEA, that we need to have an individual graduation committee plan.** Ms. Perez-Reyes asked, do we, do you know at the top of your head, I hate to ask you something, you know, that I didn't ask prior to the meeting, but do you know at the top of your head how many students more or less are in that predicament? **Dr. Trevino replied, honestly, I don't know and I thought of asking the AA's for a specific number but the counselors know specifically cause right now we are only working with the seniors to make sure that we get this but I will have a number for you, I don't have it today, we will by next week and I can certainly send it through Ms. Pat.** Ms. Perez-Reyes stated, okay, and I know you guys are always on top of everything you know, but just, you know, because. **Dr. Trevino stated, no, its good information to have.** Ms. Perez-Reyes stated, yes, definitely, thank you. Ms. Pena stated, and a question on, piggy back on Laura's question as far as those recommendation letters, are we going to be flexible on how that can be sent to the student or sent to the school because not everyone, like, up to par with technology or the ability, yes, I want to give you a recommendation letter but right now I am over here, I mean, can I pick up the phone and call them and tell them, here's my number, I recommend, blah, blah, are we going to be a little bit flexible due to the circumstances that we are going through at this point in time? **Dr. Trevino stated, with those things, absolutely, the committee is very specific on what we need to require the students to complete, so, the assignments, there's not much flexibility on the amount of the assignments because it is for graduation, but the little things like that, absolutely, we can work with them.** Ms. Pena stated, I so appreciate that, thank you very much, Dr. Gutierrez. **Dr. Gutierrez stated, what I was going to say is that we got to discuss the meal plan and it's been very successful and providing, and I agree with Ms. Perez, a moral obligation to feed our kids. What's making it, what we are looking at and Dr. Cantu covered is that FEMA perhaps may not reimburse us for that premium pay that we are paying, I think they would only reimburse us for the overtime. Dr. Cantu interjected, that is correct sir. Dr. Gutierrez added, within the 40 hours. Dr. Cantu stated, correct. Dr. Gutierrez stated, within the 40 hours, that overtime, we could get some money back from FEMA, it's the premium pay which is paying above the 40 hours at how we are paying our employees. That's the component that may not be reimbursable because our policy was not in place and we did some research and I think most districts don't have this policy, they are all going to be adopting it from now on, I can guarantee you that. So don't, I don't want, and now that we also know that schools are going to be closed till the end of the year which is going to take us six weeks, I was trying to condense, and we can talk about that in a little bit or now I guess cause we are talking about the meal program from12 sites to at least 10 sites to be able to cut down on that premium costs but at the same time not cut the services. Because we can put them in**

neighboring sites where they can still go pick up meals, simply because the premium pay now is going to go for the long run. Last time we talked it was May 4th, that was the governor's orders, but now our governor mandated for all of us to be shut down for the remainder of the year and it's going to take us another six weeks so I'm kind of like looking at our cost and what is reimbursable and what is not and having to work with all of that and who is coming in for premium pay and who is not so that I can also keep our expenses in check as we go through this crisis and I know Mr. Salazar wants to say something, go ahead. Ms. Pena asked, but real quick, before, and the answer to the question that Ms. Drue said, we went from 12 sites now to 9, was that the reason? **Dr. Gutierrez replied, no, 10. Dr. Cantu echoed, 10.** Ms. Pena stated, 10, I'm sorry, we went from 12 to 10, that was the reasoning behind that. **Dr. Gutierrez stated, right, those are, right, I'm looking at everything as its coming to us and looking at our cost and now that we know that FEMA may not reimburse it and we talked to our rep, I have to be careful with being able to continue maintaining the district running. I know we are saving money in other areas but at the end of the day, I have to be careful with the finances of how we continue operating.** Ms. Pena asked, and we are very strategic on how we placed these locations to make sure we cover the whole city, that was still kept in mind, am I correct? **Dr. Gutierrez replied, oh yes, yes, yes.** Ms. Pena stated, as always, thank you, Mr. Salazar, go ahead. *Mr. Salazar stated, yes, if I may, Ms. Pena, Dr. Gutierrez, Board Members, and if I may, Ms. Pena, Dr. Gutierrez, Board Members, one of the things that I did, we do have one of the agenda items is to approve a second amended Board resolution, I did include that in the part that we have for Food Services so I've changed the providing meal services at the superintendents discretion, from Monday thru Friday, so you give the superintendent that discretion and before where we had at 12 locations, I put, at the superintendents designated pick up locations. So that way, the new resolution is going to be consistent with what Dr. Gutierrez just said because I didn't know, well, I don't think anybody knew, but basically the superintendent can feed Monday, Tuesday, Wednesday, Thursday, Friday, Tuesday, Thursdays, whatever, that's up to the discretion of the superintendent. And also, the locations, we don't tie the superintendent's hands, 12 locations, it's basically at the discretion of the superintendent.* Ms. Pena stated, thank you so much for that explanation, Mr. Cowen. Mr. Cowen stated, Dr. Cantu, before you go into the meals, two points, one of them, while you are studying FEMA, study FEMA domes, okay, because they pay 80% construction of a gym, you know, Stell needs one, it might be something to look at, I've been talking about it for 3 years but nobody's picked up on it, but now that you are digging into FEMA, it actually works. But the other thing is this, you know, our Food and Nutrition services program is an engine and it can really feed and one of the things that FEMA is going to need, once we get past the school year is an engine that can put food out and we are the only engine in town. And so you know, maybe we are feeding children but when school ends, we may, you know, enter into negotiations with FEMA to handle providing meals to families to cover them during the summer when the parents aren't working and there is not going to be any food in the house and other things, I have no idea what is going to happen this summer. But I, you know, it would be a good time, while you are talking to them that maybe see, you know, how can we help you. And I've seen stuff like this before when hurricane Beulah hit, it, this is a long time ago, 1967, but there were school districts that fed communities and FEMA reimbursed the school districts, you know, but anyway, I'll leave it at that. Ms. Pena stated, go ahead Ms. Brown. Ms. Brown stated, well, every summer we do have summer feeding right, and I'm sure we will have that again, this

summer, is that correct? **Dr. Cantu replied, yes, we are actually following the summer school model for feeding. Dr. Gutierrez stated, and our whole intent is that we want to get ahead of everyone else as much as possible to submit reports to FEMA to be able to get in line first and get our reimbursements cause we don't know how long these dollars are going to go for everybody but I believe and we have talked about it as a cabinet that the faster we do it the better chances we have of getting reimbursed than if we wait later because everybody is going to file, everybody is going to file so, BISD is going to be in the front lines to submit those reports right away. So I can assure you that, that we are going to work on that as soon as possible because there is going to be a lot of filings and we don't know if the money is going to last, how long the money is going to last for everyone.** Ms. Pena stated, get in front of the line. **Dr. Gutierrez added, as much as possible.** Ms. Pena stated, Ms. Drue. Ms. Brown stated, we've seen a perfect example in the small business loans across the country and everything, I mean, it's the first people that get in that get the, that get the money. **Dr. Cantu interjected, that's correct.** Ms. Pena stated, in other words, it ran out and I want to thank our school district for this feeding program cause I know we are getting a lot of backlash and I'm sure we have nay sayers all over the world with social media, criticizing, well these people should have money to feed their kids, you know what, if we, of those thousand, 10 thousand people that we feed there was one there that wasn't going to have anything to eat because of the lack of food and we are there for that just one child that has to go through those 10 thousand others that we feed, then that's our job. And we are here to make sure and I thank you as a school district for keeping that in mind cause its real easy to criticize and say, well, they shouldn't do that, they should do this, no one knows people's problems, people's conditions, what is going on in their lives, like people say, oh, you are fat cause you want to be. No one knows what the body and the mind goes through, be happy with what you have, thank God for what you have and move forward and do good by people, don't criticize them. So thank you, thank you, thank you, for keeping this program going cause it means the world to those that don't have and some are very shy and embarrassed to tell you that they don't have, so thank you for that. **Dr. Gutierrez stated, thank you.** Ms. Pena stated, go ahead maam. **Dr. Gutierrez echoed, go ahead Dr. Cantu. Dr. Cantu stated, so we made some copies of the information that I'm going to share and I'd like to start by saying that this is week 4 and I noticed that one week is missing in this packet, I do have it in the file and we will get that to you, an updated report. Dr. Cantu read the aforementioned Food and Nutrition Program report and upon conclusion, the following transpired. Dr. Gutierrez stated, and as time goes by, it's getting harder for parents, you know, a lot of parents who are working parents may not be working and this continues to extend the crisis and so therefore, we will see, probably more participation from kids in our meal program simple because times are going to get even harder for parents who are not working or they cut hours or they have been furloughed and so we see that this is a benefit to our kids and to the parents where we can provide them with their meals.** Ms. Pena asked, so CAB is going to start doing it this coming week? **Dr. Gutierrez replied, yes. Dr. Cantu added, Tuesday and Thursday.** Ms. Pena stated, that's why I only saw 9 before because you just added CAB as number 10. **Dr. Gutierrez stated, right. Dr. Cantu stated, that is correct.** Ms. Pena continued, cause the list that was on there was number 9, so I was correct and then number 10, so thank you for that cause I know that area is in dire need of anything that we can help them with. **Dr. Gutierrez stated, nearby for the kids to go by.** Ms. Pena stated, and within walking distance that says a lot so thank you so much for that, Ms. Brown. Ms.

Brown stated, yes, I sincerely thank you for adding CAB because my only concern is maybe the meal count is not as high but this way we cover all areas of our community, everybody has close proximity and access to meal distribution, thank you. **Dr. Gutierrez stated, yes maam. Dr. Cantu stated, and I'd just like to stress that on the report that you are seeing, you are seeing zero on for example Monday and Friday and what I want you to remember is that with your approval we serve 5 breakfasts and 5 lunches so they are bundling meals but they are distributing on Tuesday and Thursday, that's what we will continue to do. Dr. Gutierrez stated, for the week, so the kids can have meals for the week. Dr. Cantu stated, exactly.** Ms. Pena stated, thank you so much, just one little thing, try not to eat it all in one day, I know when you are at home, what else do people do but eat, so thank you, I really appreciate that you cover the whole week, Ms. Laura. Ms. Perez-Reyes stated, Ms. Pena, I'm sorry, I just wanted to ask, obviously, most people are driving right? Are we having some people walk? **Dr. Cantu stated, at CAB we have some walkers.** Ms. Perez-Reyes asked, okay, and that's okay? **Dr. Cantu replied, that's okay.** Ms. Perez continued, and that would be okay at any other campus as well? **Dr. Cantu stated, that is correct.** Ms. Perez-Reyes stated, thank you. **Dr. Gutierrez interjected, by the way, in participating in some of the phone conferences with the county, I know the County Judge, Eddie Trevino has been very thankful that we are providing the meals and when he did place the, when he did the shelter in place, he wanted to make sure that the school districts in the county to provide the services so he exempted it from, or the parents and the kids from having to shelter in place as long as they were going to pick up instructional materials or meals. And so they have been very thankful that the services that we are providing because they know these are hard times for a lot of parents and the meal program that we have for our kids really helps the parents out a little bit with the expenses that they don't have to make.** Ms. Pena stated, thank you for that, thank you, go ahead, Ms. Brown. Ms. Brown stated, again, this would fall under business, I guess this is the place to ask because I don't see any other place on the agenda where I could ask for it. Could we get a report, Dr. Gutierrez, Dr. Cantu, something about how we are doing technology wise, the number, the number of BPN connections we have, laptops that have been issued, kind of what our status is, hotspots, progress on implementing Microsoft Teams and some of these other things so we know where we stand technology wise? Because I think right now the focus is so much on technology and I want to know, you know, just a simple report but just something that can tell us as a Board where we stand technology wise right now in terms of what is going on with distance learning, I would really appreciate it. **Dr. Cantu stated, yes maam, we can certainly gather that information for you. Dr. Gutierrez stated, that's a good point Ms. Brown because if there is one thing that is going to come out of this crisis, moving forward and next year into the future is distance learning and online and we have to be better prepared as a school district and be putting more resources and more funding into our technology because I think it's going to expand now more so than ever before on doing online courses and distance learning. Because I believe that out of this crisis, this is going to come about where we going to now expand our classrooms not only just in the building but now from home.** Ms. Pena stated, we will be better prepared. **Dr. Gutierrez stated, yes.** Ms. Pena added, you know the saying, when you have insurance you don't need it, so let's be prepared so this never happens again, God forbid, Ms. Laura. Ms. Perez-Reyes stated, yes, and along those same lines, I also thought that it might be important, I know we discussed it at the last meeting I think, actually, I think that Dr. Trevino had mentioned that maybe we were already working on

something. But I do think it's important for us to have one universal blackboard, right, like the UT, I'm going to use the UTB term right, that that's why they have right, I think it would be important for us to have one, one platform that everybody can use to be able to access to submit those grades, to, it's just so much easier, you know, to be able to download. Ms. Pena interjected, so practical. Ms. Perez-Reyes continued, yeah, it is, I mean, you know, nobody had to go on the different websites and experiment with this and see what works or what not. I think that, you know, we have time, especially I know that the university is gearing up to have this distance online learning through the fall semester. So I know that everything we are talking about is kind of this 2019-2020 school year but I think that we, you know, we need to obviously be prepared for the fall in the event that this continues to be an issue. And I also wanted to just briefly thank you Dr. Gutierrez for your commitment for graduations, for our seniors because we all have to worry about this bigger picture, right, that's the biggest picture for them, its graduation, its prom, it's their senior banquets and so, I know that we are committed to having graduations even if it's at a later time, they won't be cancelled, they will be postponed, right? **Dr. Gutierrez stated, absolutely.** Ms. Perez-Reyes stated, and if we could put something out there, I think it would be important for them to have that peace of mind, you know, maybe our PIO can put something out. **Dr. Gutierrez stated, oh yeah, we are, we have some tentative dates that we are trying to iron out and we got some dates already that we are thinking about to have and also to see what different methods we could have for graduation. Ideally, we would like to, through distance, socialized distancing, to be able to perhaps have it at the stadium, the stadium is big enough to spread out everybody, but only the kids. But we are looking at different options, whatever we are allowed to do, that the state or the governor allows us to do we are going to do but the best thing we want to do is as much as possible is if the kids could have their person to person. Of course, following all the perimeters of social distancing and things like that but we will see.** Ms. Pena stated, and I appreciate that because graduation is a rite of passage in this country, it really, really is, so let's pray that later during the summer this will be just completely lifted and we can go back to our normal, everyday life but yes, I thank you for keeping that on the table and make sure it doesn't get taken off the table cause it's a rite of passage and students are really, really excited about it and we want to assure them as a district, it's going to happen, we just have to see how we can do it but it will happen for each and every one of you cause you have earned it, Ms. Drue, go ahead. Ms. Brown stated, my understanding was that it was 911, after 911, the banking industry was significantly impacted and at that point, that's when online banking became, because 911 was so difficult for banking. I think that you are right Dr. Gutierrez, I think after this, the place where we are going to see the biggest change is in education. **Dr. Gutierrez interjected, technology.** Ms. Brown continued, so we are kind of on the forefront, you know, this is, I mean, it took a worldwide pandemic but we are going to see significant changes in education along with I have been reading about districts, and I don't know if we have this capability or not, but I'm going to throw it out there, in our areas of town, where we don't have a lot of internet accessibility, some districts have been parking busses, bussed that they have Wi-Fi, is that something that we've looked at or do we even have that capability with our busses, I'm not sure? **Dr. Cantu stated, I can tell you that we did, I read something on one of the district doing that and I did ask our Technology Department. We would need to prepare our busses to do that but we do have some equipment that we could use. We would have to remove some from a campus and install on the busses so that is something that we are exploring Dr. Gutierrez and I have had a conversation**

about that. Mr. Cowen interjected, Dr. Gutierrez. Ms. Pena stated, Mr. Cowen, go ahead. Mr. Cowen stated, Ms. Brown, we do have, and this was brought up at the last Technology meeting, that program, something called Brownsville Free and so there is a range, kind of like an aura around every, all of our schools, I'm not sure how far into the neighborhood it goes and you can, if the city would work with us, you can actually extend that and broadcast that signal further out, I'm not sure how much that would cost but it could be something that could be looked at. And with Brownsville Free, the kids sign on with their email address or something like that and they have their password and then they are online. And if they didn't have anything at home, if they could drive to the school and they had a tablet with them, they could at least, in that neighborhood, they could get on. Which the problem you have in the places where the bus is they kind of have nothing and so the bus is kind of like working with satellite and expanding it out that way but we actually have 59 campuses and buildings where we can do that. Ms. Brown stated, so basically, with buses we are like turning it into a big hotspot right? **Dr. Gutierrez stated, correct, and that's part of the investing of resources now into the technology because it's here to stay now, the technology and the education is going to have to be expanded more after this crisis now. It's just going to change instruction, the delivery of instruction in some cases.** Ms. Brown stated, well, just before this all started, Mr. Cowen had a very good Facilities, I mean, not Facilities, a Technology meeting where we were meeting with the city, talking to them, I guess a lot of the stake holders in our community were talking about us all getting together, writing a plan and seeing what we can do. I don't think anything has brought anything more home than what we are going through right now that we need that in this community. And I'm hoping that whenever we get past this that we can bring all the stakeholders together and see what we can do to improve internet access in our community for our students, for the whole community. **Dr. Gutierrez stated, thank you.** Ms. Pena stated, and with that said and that's something that in certain areas of town, like by Paredes and Coffee Port where there is no, there's an area in some of those neighborhoods where there is zero for every single phone company, AT&T, Sprint, T-Mobile, they send you all kinds of gadgets that you can open your own store with everything they send you to try to get and they have even told, some of these people have told, you might want to consider moving, you are at the tail end of the satellite, you guys have none. To be able to have a bus park in an area like that, it's a big deal because Ms. Drue is right, it's different, in some areas you get it awesome and in some areas you cannot get a signal. And so that's something that we can look at if possible but we want to make sure it's feasible, yes, Ms. Drue. Ms. Brown stated, okay, this is my last question for this area but Dr. Gutierrez, could you or one of the Deputies talk about our construction projects, I don't see any other place where we could address this in the meeting? **Dr. Gutierrez stated, thank you Ms. Brown, just because the district had closed, you know, the campuses and instruction is done through distance learning, there's a lot of the operations that continue to move forward in our district and one of those is the construction as well as some of the upgrades in some of the buildings. Because we did have projects that were starting or that were already in progress when the schools were shut down. So I'm glad that we are going to be able to briefly discuss that because I want to assure the Board that the construction has continued, it hasn't stopped and of course, we are working with limited, I would say, staff or limited projects in some areas because of the distance, social distance as well as how many people could be in one place. But that has only slowed us down some but it has not stopped the projects from moving forward, which is the most important thing, there is activity, there is progress and there is the**

continuous workers and companies continue to make progress on the projects. And so I will turn it over to Dr. Cantu, just to go over some projects that have not stopped, they are continuously going on and again, working within the allowable parameters that we are allowed to work with, go ahead. Dr. Cantu stated, thank you Dr. Gutierrez, Dr. Gutierrez is correct in the sense that the question came up regarding facilities and construction and you know, what were we going to do? I want to assure you that where we can continue to work with this, we are working on it. We have contractors that we have had to talk to, to make sure to remind them about the social distancing, we had some collaboration with the principals because they were going to go in and do HVAC and lighting projects. We also, so what I gave you is a copy of the projects that are ongoing right now, you have the Sam's Stadium, Landreth Locksmith is supposed to move out of the building by the end of this month and so the next step is they are completing the testing and the civil engineer is working on the assessments and demolition is to be completed by the end of this month. It slowed us down a little bit in trying to get those permits from the city but we are still moving it forward. The Hanna Gym, I don't know if you have had a chance to go by there, but construction is in progress, we are at about 40% complete so it's moving along. The Veterans restrooms, we have a notice to proceed, we received it on April the 8th so construction is in progress and we have 3 calendar days to complete that project. From the maintenance tax note, you have several projects, the Rivera Early College HVAC LED's, this is one that originally was not moving and when I met with the Facilities people, we talked about how do we get this to continue. We worked with the principal, the principal gave us the approval to move forward and what we had to make sure is that we had no more than 5 individuals working on lighting and so we had to remind them, social distancing so they separated into rooms, so that is continuing, there was a little delay but it's moving. The Aquatic Center is almost at 98% complete, both the HVAC and the roofing. Canales Elementary, there is some layout designs that were completed but there's been some revisions, the layouts were finally approved so we should start seeing some movement at Canales. Canopy Phase I, and if you remember there's a whole bunch of schools, there's 4 campuses in Phase I. We have some work there, the construction contract has been executed, we got the bids back, we selected a contractor so we are making sure, now we will see the construction move forward. The F & S repairs were at about 5% complete but that one is moving a little slower, we had some, the contractor, had some delays also with Covid 19 but it has, it's still going, we've picked it up now. And the tennis and the baseball fields have been completed already. So there is still work going on, some projects have been delayed slightly, but I want to assure you that I am meeting with the Facilities staff on a weekly basis, via zoom, to make sure that the work is moving forward. Ms. Pena stated, Ms. Brown. Ms. Brown asked, just curios, and I imagine it's just paperwork right now but the shredder project, the intercoms, the mini gyms, where are those things at? **Dr. Cantu replied, yes, we put some RFP's out for that work and the RFP should be approved at the next Board meeting and then we will move on those constructions.** Ms. Brown stated, okay, thank you. Ms. Pena stated, I also have a question on the canopies on some of these schools that we were, you know, some of these schools have been asking for a canopy for like 3 years. I remember we brought it up in one of the, excuse me, Facilities meetings and we were told they were going to get on it, so, where are they with those canopies for those students? **Dr. Cantu stated, we have finished some canopies Ms. Pena, some of the canopies have been completed, if you remember, your**

1, there was some, that we had some, in Phase I there was more than 4 campuses, there is only 4 campuses left, I want to say there was 10, so they are coming along, they are in line with the approval of the Facilities Committee and Ms. Brown at the head, we approved canopies for all campuses so that will continue, that work is continued. Ms. Pena asked, can you send us a list of those that are done and in the order that they are going to be done so we can kind of stay abreast of what they are doing. Because that way when they ask us the question, we can just kind of say yes, they are on the list, they will get there but what makes it very hard for them is that it's kind of been a while especially one of the campuses where we told you when it rains they can't use that door, they have to put everybody in the same place. So if we can get a list so that we can stay abreast I so appreciate that. **Dr. Cantu stated, that's the reason we have continued the projects because we are trying to take advantage of the fact that the students are not there.** Ms. Pena stated, correct. **Dr. Cantu added, and we can get the work done so we are moving forward.** Ms. Pena stated, excellent, Mr. Cowen, go ahead. Mr. Cowen asked, Dr. Gutierrez, if I may address Dr. Cantu? **Dr. Gutierrez replied, yes, go ahead sir.** Mr. Cowen continued, there are some schools, cause I think the Board has made a commitment that we will go through and replace these plexi glass, yellow plexi glass windows with polarized glass and then do the LED's in all the classrooms and there's some schools like Martin hasn't started and what is it, Skinner has some areas that need to be done and Garza has some that needs to be done, you know, every schools got a few issues. But you know, since the schools are empty, this is a wonderful time to go in and start working and doing some stuff. I know that we were spreading the work out between doing some of it ourselves and doing some of it with contractors. I think replacing the windows was done with contractors and I believe that you might even be able to do this under, because it's a recurring expense job order contract and you can pass that past our Board Attorney on some of the windows and things like that because that's a continuous type of work that would need to be done to replace these windows, maybe not, you may have to bid it out. But regardless, we should try to take advantage of this time here so we can upgrade the schools that need to be upgrading. Because I don't think you will ever have as quiet a period in the history of BISD in the future as we have right now you know. **Dr. Gutierrez stated, yes sir and I believe that now that the governor is going to open up the economy a little more and it's going to be allowing more workers and open up more possibilities for the economy to just open up in itself, this would help us also with our projects because now we probably could bring in more workers, social distancing.** Mr. Cowen interjected, they can work it out but Dr., this is important because some businesses may be the difference, doing some work if they get the bids, may be the difference between surviving and not surviving.

Dr. Prisci Roca Tipton stepped out at 3:08 p.m.

Dr. Gutierrez stated, correct. Mr. Cowen continued, so we, you know, we need to try, we need our schools fixed so certainly and then if we can get the work done and we can work our social distancing issues, other things like that, that would be wonderful. **Dr. Gutierrez asked, yes sir, okay, anything else for Dr. Cantu? Good job.** Ms. Brown interjected, although now we can add, I told Dr. Cantu after the Charro Days Parade that she can add Parade Marshall to her resume, no she could be the FEMA expert too and I think Dr. Trevino as well. **Dr. Cantu stated, thank you maam. Dr. Gutierrez stated, thank you.** Ms. Pena stated, go ahead, continue Ms. Pat.

B. General Function Item(s):

1. Recommend approval for the teachers to receive a $100.00 per month stipend for providing on-line learning to students during the COVID-19 pandemic.

Ms. Minerva Pena, Board President stated, Dr. Gutierrez. **Dr. Rene Gutierrez, Superintendent of Schools stated, well, this is going back to the discussion we had when Dr. Cantu was presenting on the FEMA but, and also to comply with the TEA 75% of instruction or learning, the instructional support to our students. We feel that if we can provide this because the teachers are doing a lot of online distance learning with the kids, utilizing their internet from home and computers so we feel that if we can approve this 100 dollar stipend for the teachers that are doing direct instruction with the kids, as long as they provide the proper documentation so that we can also submit it to TEA I think it's a win, win situation because in a sense teachers get this stipend per month, April and May and also, we are able to submit the documentation to show good faith and intentions of meeting the 75% of the distance learning that we are required to have by TEA, so it's a win, win for both the district and the teacher and that way we don't run the risk of losing any funding if we meet the 75% instructional support.** Ms. Pena stated, but at this point I want to stress, if I may, this is not something that has been guaranteed that FEMA will come back and reimburse, am I correct in saying that Dr. Cantu? **Dr. Gutierrez stated, correct. Dr. Nereida Cantu, Deputy Superintendent stated, the FEMA manual talks about the time and a half and it does say that we can reimburse for those type of events. That's a question that I am going to have to follow up, there is a location where we can send a question, you know, at this time I don't want to give you incorrect information. Dr. Gutierrez interjected, no, yeah, I think her question is on the, on providing the stipend for the technology, it's not a.** Ms. Pena interjected, what we were just talking about. **Dr. Gutierrez continued, it's not a reimbursable from FEMA at this time. Dr. Cantu stated, that is correct but I will get clarification because we do have a location where I can send that question to.**

Dr. Prisci Roca Tipton returned at 3:10 p.m.

Ms. Pena asked, but we are still going to reimburse our teachers, regardless, at this point we don't know if we are going to get it back or not but you are asking for us to go ahead and reimburse. **Dr. Gutierrez replied, right, for the direct instruction, right.** Ms. Pena stated, thank you. **Dr. Gutierrez stated, correct.** Ms. Pena stated, I appreciate that. Ms. Drue Brown, Board Member stated, so moved. Mr. Philip Cowen, Board Member stated, I'll second. Ms. Laura Perez-Reyes, Board Member interjected, just want to thank you all for doing that, Dr. Gutierrez, Dr. Tipton and I had actually spoken about that about a week, two weeks ago and so it was really neat to see administration, you know, take the lead on this, thank you. Ms. Pena stated, and I really appreciate it cause we have other school districts that have jumped on it already and I want to make sure that teachers understand we are doing everything possible to make sure that we take care of you and stay within the budget cause the last thing we want to do is give all our money away and then next year we have to, you know, lay off teachers and we don't want to do that, we have to be very conscientious of what we are doing and what we are giving because we are living within the lines and we are okay to continue and next year we will be fine. So understand that that's why the decisions are made and in the method that they are made to make sure that we ensure that our budget is going to cover it and next year when all this is water under the

bridge and we are back to normal we continue with our budget to be able to pay our teachers and move forward with our students. **Dr. Gutierrez stated, a lot of these decisions have to do with timeliness and sometimes we hear it out there that how come we haven't done this or how come we haven't done that, well, it's coming up, we are driven by data and not by opinions you know. And I want to make sure that everything that we are doing, we are very strategic, we are doing it by data, like the governor said, his decisions are based on data, my decisions are not any different than the governors. And I believe the School Board is on the same page, we are driven by data and decisions are being made by data driven type of decisions than opinions and it's about timeliness and so that's the way we have been operating and its working for us and people just need to be a little patient. It's not that we don't know, it's not that we don't want to its just that we are accumulating the data to make rational and good decisions based on data that would support our decision making process.** Ms. Pena stated, thank you sir, I appreciate that.

Motion made by Drue Brown, seconded by Philip Cowen, and unanimously carried to recommend approval for the teachers to receive a $100.00 per month stipend for providing on-line learning to students during the COVID-19 pandemic. (6-0)

2. Recommend approval regarding Second Amended Board Resolution #020/2019-2020 to authorize the Superintendent to supplement instructional certified teachers in the amount of one hundred ($100.00) dollars per month beginning April 2020 to offset their teleconference/internet/telework cost of instruction for documented instructional services provided to students during this COVID-19 disaster declaration and to provide meals for BISD students at the Superintendent's discretion from Monday thru Friday at the Superintendent's designated pickup locations.

(Exhibit 1)

Ms. Laura Perez-Reyes, Board Member interjected, its, I'm sorry, it's not just. Ms. Minerva Pena, Board President asked, do I have a motion? Ms. Perez-Reyes continued, BISD students, motion. Mr. Eddie Garcia, Board Member stated, second. Ms. Pena stated, second, okay, okay, he second it, go ahead, now go ahead Laura. Ms. Perez-Reyes continued, it's not just for BISD students like you said because we are feeding kids between the ages of 0 and 18 so it's not just BISD students. **Dr. Rene Gutierrez, Superintendent of Schools asked, would that need a clarification Mr. Salazar or you think that will suffice?** *Mr. Baltazar Salazar, Legal counsel stated, I think that will suffice because basically because anybody that comes in because we are not asking for ID. If somebody is 2 years old, clearly.* Ms. Perez-Reyes interjected, I disagree, I think is should read the way that it is. Ms. Pena stated, and let me go ahead and piggy back on what you are saying Ms. Laura because sometimes, how do I say this politely, sometimes people get so stuck on doing things right that they forget to do the right thing. Which means, at some campus you might go up and you say, oh, has two, no, no, no, he's not in school, don't give him a plate and then we get the call so I want to make sure that the message across the board is that we don't sit there and tell the parent, show me that he is in school, he's only two, so. *Mr. Salazar interjected, if I may Dr. Gutierrez, Ms. Perez.* Mr. Philip Cowen, Board Member interjected, the resolution doesn't say BISD students. *Mr. Salazar continued, the, the new, the second amended resolution, it says, the Board further resolves to provide meals for BISD students at the superintendent's discretion, then it just says, students must be present when picking up so.* Ms. Perez-Reyes interjected, yeah, but if it's going to be

published, it needs to read the way it really is and it's not just BISD students that we are serving. Especially, and let me tell you why it specifically important that we clarify because one of the reason why we get a lot of the backlash that we get is because we are not requiring, we are requiring the students to be in the vehicle. Well, we are doing that because we choose to not just feed BISD students so to me that's why it. *Mr. Salazar stated, we could change that language to say, we resolve to provide meals for minors from age 1 to 18.* **Dr. Gutierrez interjected, 0 to 18 year olds.** Ms. Perez-Reyes echoed, between the ages of 0 and 18. Ms. Drue Brown, Board Member interjected, if you take off BISD it changes it completely. Ms. Pena asked, but would we be in any kind of a problem or concern or not able to get reimbursement because we take BISD off, I want to make sure? Ms. Perez-Reyes interjected, no because. Ms. Pena continued, if we are not then we need to be able to remove it, that's what I'm saying. Ms. Brown interjected, I say just take BISD off. Ms. Perez-Reyes added, yes, well not only that, I think it actually needs to be 0 to 18 because students, a child 0, between 0 and 18 is not going to be a student period so I think it needs to be between 0 and 18 any child between the ages of 0 to 18. **Dr. Gutierrez stated, okay, it's just on a technicality, that language but we can do that right Mr. Salazar, just take out the BISD students and?** *Mr. Salazar stated, I can put in there for children between ages of 0 to 18.* Ms. Pena asked, is it 0 to 18 because we do have a lot of 19 year olds? Ms. Perez-Reyes interjected, yes, there was a situation. Mr. Cowen asked, we are not going to pass out baby food are we? Ms. Pena stated, and they don't sit there and tell you, let me see your birth certificate, we are not doing that are we? **Dr. Gutierrez stated, no.** Ms. Pena continued, to make sure that you are that age. **Dr. Gutierrez stated, that's why the kid has to be in the car but.** Ms. Perez-Reyes stated, which is also something else that I think is important because some school districts are requiring that information, they are requiring the birth certificate, not the birth certificate, the progress report or. Ms. Pena stated, the school records. Ms. Perez-Reyes continued, the school record and I think that it's important, you know, that people know that we are not doing that and because we are not doing that we are minimizing the contact. So we are just giving you, counting briefly and giving you a meal, there is no exchange of. Mr. Cowen interjected, I know that Los Fresnos decided to request documents, birth certificates and stuff like that cause I saw that in the paper this morning. *Mr. Salazar stated, and I may go a little further, where it says students must be present, I can put, children must be present when picking up meals as per federal guidelines.* Ms. Perez-Reyes stated, yes. *Mr. Salazar added, so I'll just change from BISD students.* Ms. Pena stated, excellent, yes sir, excellent, that would be perfect. **Dr. Gutierrez stated, this is probably the only time that the kids that are up to 14 years old, this is probably the only time that they are getting out of the house because the shelter in place is pretty much keeping them at home if you are under 14 years old but at least with this allowable meal pick up the way we have it the kids can at least get out of the house for that one time and take a break.** Ms. Pena stated, and you have no idea how a little drive to the corner store and back just removes that feeling that you are caved in, it feels like a cave. So yes sir, I agree with you, that little drive to the school and back just restores your spirit to go back into the house, yes, you are correct sir, yes, I see a lot of adults doing that. Mr. Cowen interjected, so amend the motion, I don't know who made it, just to include the changes. Ms. Pena stated, yes, you want to read? Ms. Perez-Reyes asked, do we need a new motion? Ms. Pena asked, can you read the language we are going to have Ms. Pat, just to verify. Ms. Perez-Reyes stated, yes. *Mr. Salazar interjected, let me read it.* Ms. Pena stated, yes, go ahead. *Mr. Salazar stated, item number VIII, it says, the Board further resolves to provide meals for children between*

ages of 0 through 18 years of age at the superintendent's discretion from Monday through Friday at the superintendents designated pick up locations. Children must be present when picking up meals as per federal guidelines. Mr. Cowen interjected, perfect. Dr. Tipton stated, I'll amend my motion too. Mr. Garcia stated, I second that. Mr. Cowen added, we got it, okay, let's go. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, please vote.** Mr. Cowen interjected, good point Laura. Ms. Pena stated, thank you Ms. Laura for clarifying that.

Motion made by Laura Perez Reyes, seconded by Eddie Garcia, and unanimously carried to recommend approval regarding Second Amended Board Resolution #020/2019-2020 to authorize the Superintendent to supplement instructional certified teachers in the amount of one hundred ($100.00) dollars per month beginning April 2020 to offset their teleconference/internet/telework cost of instruction for documented instructional services provided to students during this COVID-19 disaster declaration and to provide meals for children between ages 0-18 of age at the Superintendent's discretion from Monday thru Friday at the Superintendent's designated pickup locations. Children must be present when picking up meals, as per Federal Guidelines. (6-0)

3. Recommend approval regarding Resolution #021/2019-2020 to delegate to the superintendent and designee(s) the authority to make decisions regarding the grading system found in policy EIC, EIF, EIE and EIA (LOCAL)

(Exhibit 2)

Ms. Drue Brown, Board Member interjected, move to approve. Ms. Laura Perez-Reyes, Board Member stated, second. Ms. Minerva Pena, Board President stated, Dr. Gutierrez. **Dr. Rene Gutierrez, Superintendent of Schools stated, this is the presentation that Dr. Trevino had at the beginning going over the grading policy and this is just to get the formal approval of this resolution.** Ms. Pena stated, thank you. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, please vote.** Ms. Pena stated, and thank you for the detail Dr. Trevino, I really appreciate that. **Ms. Perez stated, motion passes unanimous. 6-0**

Motion made by Drue Brown, seconded by Laura Perez Reyes, and unanimously carried to recommend approval regarding Resolution #021/2019-2020 to delegate to the superintendent and designee(s) the authority to make decisions regarding the grading system found in policy EIC, EIF, EIE and EIA (LOCAL) (6-0)

4. Recommend approval for the Board of Trustees to adopt proposed language to Policy DEA (LOCAL) to include authorization for employees who are required to work during an emergency closing for a disaster, as declared by a federal, state, or local official or the Board.

Mr. Eddie Garcia, Board Member interjected I make a motion. Mr. Philip Cowen, Board Member interjected, I so move. Ms. Drue Brown, Board Member stated, second. Ms. Minerva Pena, Board President asked, okay, what is this language with, this was presented at the beginning also? Yes, and I know that we were talking, if I can mention it here, we are talking about some of the employees that are not on a 40-hour week, do we have any employees in our district that work 40 hours when we were open but now that we are closed

they are cutting them back to a change? And if that is the case, is this something that allows us to be able to pay all our minimum wage employees at a 40-hour rate as opposed to cutting them back? I'm talking about a specific department. Mr. Philip Cowen, Board Member stated, this doesn't have anything to do with that. Ms. Pena asked, no, but this is the resolution about paying employees? Mr. Cowen replied, no, no its not, let the counsel explain the resolution cause it has nothing to do with that. Ms. Pena asked, okay, please, does my question not fall into that because of the paying, the employees their wages? *Mr. Baltazar Salazar, Legal Counsel replied, yes and no because what the recommended language that, and I've gone over this with Dr. Gutierrez, Dr. Cantu and Dr. Trevino and the recommended language that I'm recommending to the Board is a hybrid between what TASB has and what I think is in the best interest of this district. The first thing is that I went ahead and I defined pay during closing and what I defined that was, and I'm going to read it out and I already sent all the Board Members a copy of that, it says, during an emergency closing or declaration of a disaster declared by federal, state or local official or the Board, after authorization by resolution or other Board action, and I added that, after resolution to comply with trying to get some of these FEMA funds, not exempt, non-contractual hourly waged employees, that was not in there before so I placed it in there so that there is no misinterpretation as to who is going to get this. Shall be paid disaster pay at their regular duty rate of pay, and I think this addresses what you are talking about Ms. Pena, so whatever their regular duty rate of pay, if they work 20 hours a week or if they work 30 hours or whatever it was that they were normally were working, that's what they will be paid up to 40 hours. So if somebody was working 50 hours or 60 hours, they are only going to get paid 40 hours but whatever they're regular weekly pay was, and I know that bus drivers, some of them only work 30 hours, I know some food service people only work 25 or 30, depending on their schedule, so whatever their regular duty rate of pay, that's what they will be paid. And then I separated that group of employees which are the hourly wage employees from all other employees in the district and all other employees shall continue to be paid for their regular duty schedule unless otherwise provided by the School Board. So everyone else will be paid their regular salary, that includes superintendent, AA's, teachers, librarians, everyone else.* Ms. Pena stated, okay, so let me give you an example, back in the day, when they made a change to transportation to only pay them 35 hours a week, they were guaranteed 40 because that would cut back on the overtime, so they dropped them from 40 to 35 to help the district but they always got 40 but the other 5, after the 35, would be regular pay and above that would be overtime. So in order to correct something like that, at this point in time you are telling us our hands are tied, they would have to go back and change that policy that was made back in the day that it was changed, cause I remember it clearly, cause at this point in time our hands are tied to pay what is down, written as their guaranteed hourly wages amount, am I correct? *Mr. Salazar stated, if you are telling me that they were being paid 40 hours.* Ms. Pena stated, yeah, they were guaranteed 40 but. *Mr. Salazar stated, this covers it because it says up to 40 hours a week. But if their regular pay, every time was 35 hours, 35 hours is 35 hours, then that's all they will be paid.*

Dr. Prisci Roca Tipton left meeting at 3:24 p.m.

Ms. Pena stated, yeah, they dropped them and it was changed and I remember because I was sitting on the Board when that happened and we were losing a lot of employees from that particular area. So at this point in time, because its written that way, then our hands are tied for us to be able to emphasize the 40 hours unless those employees are called in to do extra duty that how you cover their time, am I correct? *Mr. Salazar stated, that's*

correct. Ms. Pena continued, so let me ask you this very vital question, if you call them in to do the job, because they are on a 35 hours' regular pay, but you call them in to work, now we have written that if they get called in they are going to get time and a half, now, are they going to throw the first 5 hours at regular to complete the 40 or they are going to stay on the time and a half sir? *Mr. Salazar stated, they would go into the time and a half and that's where my, this is why I added the premium pay distinction and I called this the premium pay during the disaster. Because we have regular, what we just talked about would be their regular duty rate pay that's paid during a disaster. Number two, would be the premium pay during a disaster. So I made a distinction that TASB didn't have that distinction, I haven't seen anybody and what I did there is basically talk about the same thing and I talked about, to me, the key sentence in that second paragraph is, this premium pay shall be in addition to their disaster pay as described above described for non-exempt contractual employees and the reason I place that in there is because when we first passed this resolution the very first time when the Board passed, it, the same 8 or 10 people that are sitting here today, there was 5 people who thought about it, time and a half meant one thing and 5 people thought it meant something else.* Ms. Pena stated, I remember. *Mr. Salazar added, so for purposes of clarification, I've placed in there that this premium pay shall be in addition to the disaster pay. So that there is no misunderstanding, as to what premium pay is. And again, if you go in premium pay and you go over 40 hours, you've got to compensate them under the law so. I did make those changes and then the last thing that I will talk about on the policy is I added the teacher pay for supplemental cost of instruction and I called it, again, we are talking about the 100 dollars and the reason I did is because this may happen again. We may have summer school that will open up and we may continue to be, if the governor doesn't change anything, if there is no more in person instruction and we still have to continue to do it through online instruction, then we may continue to have this. Let's assume that we do, we have summer school for one month, then those teachers, we don't have to come back and reinvent the wheel, the superintendent, its already part of our policy. Now we are not talking about Board resolution but now we are talking about policy. So I placed it in there Dr. Gutierrez, and I didn't feel that it would harm us by having it there, already embedded in our system because this is going to happen again sooner or later. So those are the changes that I recommended under DEA Local.* Ms. Pena stated, okay and for clarification, cause you notice, you are next Mr. Cowen, I noticed you said up to 40 hours so let's say you call in somebody from transportation employee and they get the premium pay even though they changed it to 35 hours to try to save the district overtime back in the day and now it's coming back to haunt these poor employees cause they only get paid 35 not 40, but if they get called in, I want to make sure, Dr. Gutierrez, that I'm understanding the way it is written, they get paid premium pay for the time they get called in of they get called in to work during this pandemic, am I correct? **Dr. Gutierrez stated, that's correct, that's.** Ms. Pena added, you are not going to say, well, you worked 10 hours but only 5 we are going to pay you overtime, the other 5 after the 40, we are not going to do that? **Dr. Gutierrez stated, no, the benchmark in this case is 35 hours and if they work additional hours, that's what TASB is calling premium pay.** Ms. Pena stated, okay, perfect. Mr. Cowen stated, Madame Chair, it's actually covered in the first section, pay during closing, you know, everything is going to be paid the way you are being paid and that's covered and he adequately covered that. And then unless otherwise authorized by the Board and then the next two things are the less otherwise authorized which is the premium pay during disasters, that's something and this is what we are approving and we have approved and then the teacher pay supplemental

cost of instruction which we've had those two so that would be the little exception. So everything that you are talking about is actually covered in the first part, in the otherwise provided is what we are doing in the second two parts so I think we are okay. Ms. Pena stated, thank you, we totally understand that. **Dr. Gutierrez stated, and what we are about to approve, this policy, if the Board approves it, is going to be, we are going, as of today, be one of the few districts that has that in place, this premium pay, that TASB recommend it.** Ms. Pena stated, yes, and that's a plus so thank you for that, so we are ready to vote? Ms. Brown interjected, well, my question got answered. Ms. Pena stated, no, no, no, no, I apologize, I didn't see you hand, go ahead, go ahead and ask, are you sure, I'm so sorry, I apologize. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, please vote, for the record, Dr. Tipton has left the meeting.** Ms. Pena stated, oh yes, she had to leave so, she's been excused from the meeting. **Ms. Perez stated, 5-0, unanimous vote. 5-0**

Motion made by Eddie Garcia, seconded by Drue Brown, and unanimously carried to recommend approval for the Board of Trustees to adopt proposed language to Policy DEA (LOCAL) to include authorization for employees who are required to work during an emergency closing for a disaster, as declared by a federal, state, or local official or the Board. (5-0)

VIII. BOARD AGENDA REQUEST(S):

A. CONFERENCE PRESENTATION(S):

1. Discussion and presentation regarding maintenance, disinfection & landscaping of all schools and all BISD Facilities. (Board Agenda Request Minerva Pena, Board Support Dr. Prisci Roca Tipton and Philip Cowen)

Ms. Minerva Pena, Board President asked, yes, Dr. Gutierrez, we just put this on here just to ensure the public cause its common sense to you and I that this is going to happen, but for some reason, sometimes, like I said, common sense in 2020 sometimes is not as clear as it used to be, you know, 20, 30 years ago. Just to ensure that this is what the district is already doing, this is what the district is going to do before the children come back into school, we are guaranteeing that everything will be clean, sanitized and make sure that they come back to a clean safe environment, up to par, keeping up with the landscaping, there's disinfection and when they come back to BISD everything is ready for them to come in and a clean safe environment, is that correct Dr. Gutierrez? **Dr. Rene Gutierrez, Superintendent of Schools replied, I think that's going to be the norm moving on, from now on, it's going to be for everyone and so, talking about remember, the meeting on March the 18th? The first emergency meeting we had during the week of spring break, there was a demonstration of the machines that BISD has or was getting to be able to disinfect a lot quicker and faster and so it is going to be from now on. Pretty much it's going to be a requirement, I don't see us going any, backwards, I see us moving forward in terms of now disinfecting classrooms, disinfecting furniture, having equipment, having hand sanitizers, everything that is going to be about disinfecting and maintaining classrooms as clean as possible and disinfected is going to become the norm and expectation and so yes, that's not going to be an exception for us, we are going to have to do that to keep everyone as safe as possible.** Ms. Pena stated, thank you, I really appreciate that, Ms. Drue. Ms. Brown stated, we had put a lot of

money in some of our playing fields and I'm not talking about the artificial turf but some of the others, can we see about getting those mowed or I think we are going to lose that investment. **Dr. Gutierrez stated, correct, we will.** Ms. Pena asked, is you mich on? Mr. Philip Cowen, Board Member stated, I have the same issue, one of the things that I have heard principals say to the teachers, dress up as though you were at school you know, and so I would say, keep our campuses up to, in shape as though the children were there, you know, that's all really what my concern is you know, I mean, maintenance crew can come in and cut the grass or whatever else it is, that is not a disaster issue or whatever, that's just maintenance. You got to go replace the air condition filters, you replace the air condition filters, whatever needs to be done, just a normal routine maintenance. If security people have to drive around the schools to make sure nobody is in them, whatever, just do those things cause that's just normal, it's part of the upkeep of property, you have to take care of what you own is what I'm getting at. Ms. Pena stated, thank you, thank you so much for that, moving on, no, it's a presentation just to make sure and ensure the community that we are taking care of everything that needs to be done to ensure the health and wellbeing of the students when it's time to come back to school, go ahead. Ms. Laura Perez-Reyes, Board Member interjected, and we are also the only district that purchased the, what are those, the Clorox, the super cleaning, the super duper? **Dr. Nereida Cantu, Deputy Superintendent for Business & Operations interjected, it's a Clorox 360.** Ms. Perez-Reyes asked, and how many did we get again? **Dr. Cantu replied, 60.** Ms. Perez-Reyes stated, for each campus**. Dr. Cantu echoed, for each campus and the high schools have, some of the high schools have 2.** Ms. Pena stated, and I see that maybe one day in the future the price coming down on that, you know, why? Because people are going to start purchasing them for their own home, you know how it is, the first time the phone came out it cost like a gazillion dollars, when the phones come out, once they get more and more the price goes down, that's an excellent tool to have even in your home. **Dr. Gutierrez stated, I believe they are starting to ask us to borrow them, right, other entities. Dr. Cantu stated, yes, we did have some entities wanting to use our equipment and then they backed off. So because we are one of the only districts that has that equipment we are ahead and the back order log is just incredible for those, for that equipment, it's not going to be issued till November.** Ms. Pena stated, we need to be really safe about lending safety equipment out because you don't know how the maintenance or what got into it and we can't be responsible and tell the company, well we didn't do anything. So please forgive us, we don't want to step on toes but equipment like that to be able to lend out. Ms. Perez-Reyes stated, I'm sorry, and on that note, we are super extra prepared and I also want to commend the district because you know, not to say anything bad about any other entity but I barely, its already what, week 4 of this, week 5, week 4, I got a call from the emergency management for Cameron County, barely Monday into asking me how many employees there were in my office, you know, in our office because they are trying to get us masks. So we have had everything, we've distributed everything to employees from the very beginning, masks, gloves, sanitizers, all this extra equipment that we've had. You know, the city has been on the same page, I don't know if the city, the city, I know hasn't distributed anything to their employees so I think that we have been very organized and we've had, we've really taken care of our employees in every way that we could so. Ms. Pena stated, and I think you for that and its true, it's very hard for the other entities, you know, our personal jobs that we do away from the district, they're not, they're kind of like a little bit behind not because they want to be its just. Ms. Perez-Reyes interjected, resources, they don't have the same resources that, cause we have also been very fortunate

to have many gracious partners contribute to the districts. **Dr. Gutierrez stated, the fact that when we had that emergency meeting that you allowed to spend up to 500 thousand to expedite the process, you know, that's been a blessing because we don't have to be holding up anything. Whatever we need, whether its gloves, we order gloves, masks, sanitizers and so that has been a blessing to, for the Board to have given me and my staff the green light to purchase what's necessary to make sure we keep everyone safe. And that's why we have been able to have everything since March the 23rd since we started this and we are in week 4 and now we got 6 more weeks to go and continue buying the resources and the equipment and supplies that we need to continue providing the services that we need to provide until May the 27th and beyond. It's going to be beyond that, I'm saying May 27th because that's the last day of instruction.** Ms. Pena stated, well, thank you for jumping and staying ahead of the game, that's the thing that helped BISD that you were very, very proactive and getting out there and getting everything we could, Mr. Cowen. Mr. Cowen stated, Madame Chair, I'd just like to state that everything that we have seen here today, you know, reflects well on the amount of love and concern, sincere concern that you, Dr. Gutierrez, have for our children and the other people and you know, I know that our teachers care, the staff at the campuses cares, the administrators, the assistant principals, the librarians, the counselors, the diags, everybody, they all care. And we do this out of love for the children we have, this is a very tough time for our children, the children get online, I've seen this, one child said, oh, Ms. Cowen, I just miss you so much and it brought tears to my wife, I'm going to give you my address, can you come over and see me, you know, and they kind of visit together and there's just so much love out there. And I will tell you all, I said this to your staff this morning, I had a chance to briefly discuss the policy change that Mr. Salazar put together, I want everybody to take all these hugs we can't give each other and put them in a drawer somewhere and hold them there because we are going to have a hug fest when this is all over, I can tell you that, okay, thank you. Ms. Pena stated, thank you for that and I want to piggy back on that, the teachers are the parents of the students in their young life, to me that's true fact cause they have them from 7:30 in the morning till 5 o'clock in the afternoon when mom and dad pick them up Monday through Friday, mom and dad have them Saturday and Sunday and sometimes they have them on Saturday too. So in my house it was always a rule that the teacher is as important as mom and dad because they have you in your formative years and they are the most crucial years and they are very important in your life. So in my house if you did anything wrong to the teacher, the teacher could not punish you more than I was going to for doing something wrong for the teacher because they are in our place and students do see teachers as their parents. And I thank them because it's a gift to be able to teach a child, it's a God given gift so thank you, all of you who work for this district, Ms. Pat.

IX. Announcement(s):

A. The next Board Meeting is scheduled to be held on Tuesday, May 5, 2020.

Ms. Drue Brown, Board Member interjected, may I say something here. Ms. Minerva Pena, Board President stated, yes. Ms. Brown continued, Dr. Gutierrez, if you need to bring us in on emergency meetings again, don't hesitate, I don't think any of us mind coming in if things come up that you need us to. Ms. Pena stated, yes. Ms. Brown added, have a Special Called or whatever you need. **Dr. Gutierrez, Superintendent of Schools stated, thank you Ms. Brown because I anticipate**

that perhaps, before May 5th we will have another emergency meeting due to the changes that are coming up. Obviously, I am looking forward to the Commissioners decision that he is going to make now in regards to staffing and summer school and graduations and obviously perhaps we are going to have to have a meeting just to keep you informed and keep the community informed of those changes that are coming up. Now that we know that the governor has mandated for all schools to be closed for the remainder of the year. Ms. Brown, I think my colleagues, all of us are at the districts service. **Dr. Gutierrez stated, thank you and thank you so much for the support that you have given us throughout this crisis, thank you so much, it's greatly appreciated.** Ms. Pena stated, you are quite welcome sir.

X. Adjournment.

Motion was made by Philip Cowen, seconded by Drue Brown and unanimously carried to recommend approving to adjourn the Emergency Called Board Meeting at 3:40 P.M. (5-0)

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

(HANDOUTS ADDED TO OFFICIAL MINUTES)

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

Approved by: _____ _____
Minerva Pena, President of the Board **Date**

Attested by: _____ _____
Dr. Prisci Roca Tipton, Secretary of the Board **Date**

Notes: Font style designation

Board of Trustees
Administration
Board Attorney
Staff Attorney
Speaker/Presenter

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 04/17/2020

Item Title: Second Amended Board Resolution #020-19/20

X **Action**
Information
Discussion

BACKGROUND:

Board of Trustees approved Resolution #020/2019-2020 on March 18, 2020.
Board of Trustees approved Resolution #020/2019-2020 (Amendment #1) on April 7, 2020

Administration is requesting to amend items 6 and 8 to read the following:

1. The Board also hereby authorizes and ratifies the decision of the Superintendent to supplement instructional certified teacher in the amount of one hundred ($100.00) dollars per month for documented instructional teleconference internet services provided to students during this disaster declaration.
2. The Board further resolves to provide meals for BISD students at the Superintendent's discretion from Monday thru Friday at the Superintendent's designated pickup locations. Students must be present when picking up meals as per Federal Guidelines.

FISCAL IMPLICATIONS:

RECOMMENDATION:

Recommend approval regarding Second Amended Board Resolution #020/2019-2020 to authorize the Superintendent to supplement instructional certified teacher in the amount of one hundred ($100.00) dollars per month for documented instructional teleconference internet services provided to students during this disaster declaration and to provide meals for BISD students at the Superintendent's discretion from Monday thru Friday at the Superintendent's designated pickup locations.

Approved for Submission to Board of Education:

Dr. Rene Gutierrez
Submitted by: Superintendent

Recommended by: Superintendent

Dr. René Gutiérrez
Superintendent

Approved by: Deputy Superintendent

When Necessary, Additional Background May Follow This.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
April 17, 2020
Second Amended Board Resolution #020/19-20
COVID-19 (State and National Emergency)

TO COMPENSATE EMPLOYEES DUE To DISTRICT CLOSURE

Whereas, the recent COVID-19 virus resulted in the closure of the Brownsville ISD on March 23, 2020 up until May 31, 2020, and possibly for a longer period of time, for the safety of students and staff; and

Whereas, the District followed the recommendation of Dr. René Gutiérrez, and closed the campuses of the Brownsville ISD; and

Whereas, Brownsville ISD closed the campuses because it must act in the best interest of, and for the safety of, its students and staff; and

Whereas, through circumstances completely beyond their control, most Brownsville ISD employees are forced to miss work days because the school district was closed; and

Whereas, there is a public purpose served and a benefit to the Brownsville ISD to demonstrate support of its employees, enhance employee morale and support the retention of employees;

Whereas, some Brownsville ISD employees' work schedules will be affected by these closures; and

Whereas, this resolution is not meant to excuse the failure to report to duty on these days by any employees who were instructed by the administration to do so or who are required by contract or job description to report for duty, and who are emergency services personnel or whose presence is necessary to provide for the safety and well-being of the general public;

Now therefore, be it resolved by the Board that:

1. All of the above referenced paragraphs are incorporated into and made a part of this resolution; and

2. The Board determines that none of the days missed due to school district closure during the COVID-19 virus will be made up by the Brownsville ISD employees through either instruction of students or performance of other duties unless required by TEA; and

3. The Board finds a public purpose and benefit to the Brownsville ISD to excuse and/or forgive the absences by BISD employees due to school district closure during the recent COVID-19 virus, and that payments for such days are necessary in the conduct of the public schools as provided by Texas Education Code Section 45.105(c); and

4. The Board hereby authorizes the Superintendent of Schools to excuse the days of absence of BISD employees for school district closure necessitated by the COVID-19 virus, and to pay all employees full compensation for these days; and

5. The Board also hereby authorizes and ratifies the decision of the Superintendent of Schools to compensate hourly employees/classified employees, **in addition to their full compensation**, who came to work during the district closure and performed extra duties with an additional premium compensation in the amount of one and a half of their hourly wage for all time actually worked while the District is closed or through May 31, 2020.

6. The Board also hereby authorizes and ratifies the decision of the Superintendent to supplement instructional certified teachers in the amount of one hundred ($100.00) dollars per month to offset their teleconference/internet/telework cost of instruction for documented instructional services provided to students during this disaster declaration.

7. This resolution includes the emergency waiver of the $50,000.00 state required minimum for procurement and gives the Superintendent up to $500,000.00 authority under this specific resolution.

8. The Board further resolves to provide meals for children between ages of 0 thru 18 years of age at the Superintendent's discretion from Monday thru Friday at the Superintendent's designated pickup locations. Children must be present when picking up meals as per Federal Guidelines.

9. The Board further resolves and authorizes the Superintendent or his designee to make decisions regarding the grading system found in policy EIC, EIF, EIE, and EIA(Local).

Approved this 17th day of April, 2020.

Board President, Minerva Peña

Attested by: Dr. Prisci Tipton
Board Secretary

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 04/17/2020

Item Title:	**Resolution #021/2019-2020**	**X**	**Action**
	Grading System Policy		**Information**
	District Closure		**Discussion**

BACKGROUND:

Board of Trustees approved Resolution #021/2019-2020 on April 17, 2020

In order to efficiently and effectively prepare the school district in response to the declarations of emergency announced by Cameron County and the State of Texas, as well as in preparation for the potential declarations of emergencies by other local, state, and/or national and international officials: The Superintendent is hereby delegated the authority, to adopt appropriate regulations governing the temporary grading system as necessary and appropriate to implement this temporary grading policy while simultaneously ensuring that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. The duration of the authority granted by this Resolution shall be for a period of 180 days following adoption.

FISCAL IMPLICATIONS: N/A

RECOMMENDATION:

Recommend approval regarding Resolution #021/2019-2020 to delegate to the superintendent and designee(s) the authority to make decisions regarding the grading system found in policy EIC, EIF, EIE and EIA (LOCAL).

Dr. Anysia Trevino
Submitted by: Deputy Superintendent

Dr. Anysia Trevino
Recommended by: Deputy Superintendent

Dr. Anysia Trevino
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

RESOLUTION OF THE BOARD OF TRUSTEES OF THE BROWNSVILLE INDEPENDENT SCHOOL DISTRICT REGARDING DELEGATION OF AUTHORITY DURING THE COVID-19 EMERGENCY

WHEREAS, the Brownsville Independent School District Board of Trustees (Board) recognizes that officials in Cameron County have declared an emergency regarding the potential spread of coronavirus/COVID-19 (hereafter "COVID-19") and that the territory included in Brownsville Independent School District (" BISD" or the "District") is within the areas where an emergency has been declared;

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a statewide emergency, and, later that same day, the President of the United States declared a national emergency regarding COVID-19;

WHEREAS, the Board recognizes that COVID-19 is an unforeseen and unavoidable emergency of urgent public necessity, that the World Health Organization has declared COVID19 a pandemic, and that additional emergency declarations may follow in the coming days and weeks;

WHEREAS, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19;

WHEREAS, BISD is committed to continuing to provide educational services to its students and plans to leverage existing resources to do so;

WHEREAS, BISD has ordered the emergency closures of all district facilities until further notice;

WHEREAS, the Board believes the public purposes described above are fulfilled by efficiently and effectively making certain delegations, as described more fully herein, to the Superintendent to address this ever-changing emergency situation in the best interest of the health, safety, and well-being of its students, staff, community, and the citizenship at-large.

IT IS THEREFORE RESOLVED THAT the Board finds a substantial public purpose exists in protecting the health and safety of its students, staff, and community and therefore in ensuring that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19.

In furtherance of the public purposes so stated in this Resolution, the Board makes the following delegations to the Superintendent and designee(s) in order to efficiently and effectively prepare the school district in response to the declarations of emergency announced by Cameron County and the State of Texas, as well as in preparation for the potential declarations of emergencies by other local, state, and/or national and international officials:

1. The authority to alter the Brownsville ISD 2019-2020 school calendar by changing and/or adding school/instructional hours and work/school days as necessitated by any emergency closure or related concerns;

2. The authority to create guidelines and make determinations regarding absences, leave time, leave days, and compensation of any employee who is quarantined as a result of COVID19 and/or who tests positive for COVID-19 and who presents appropriate medical documentation regarding themselves and/or an immediate family member, in the sole discretion of the Superintendent or designee(s), in compliance with Texas and federal law;

3. The authority to seek any necessary waivers from the Texas Education Agency without further action of the Board of Trustees regarding missed instructional days, low attendance, evaluation of employees, or any matters related to the emergency closures as part of this Resolution;

4. The authority to temporarily amend Brownville ISD Board Policy EIC (LOCAL) regarding the computation of class ranking of freshman, sophomores, and juniors;

5. The authority to temporarily amend Brownsville ISD Board Policy EIF (LOCAL) regarding graduation requirements for seniors scheduled to graduate in May of 2020;

6. The authority to temporarily amend Brownsville ISD Board Policy EIA (LOCAL) regarding grading for students at all grade levels;

7. The authority to temporarily amend Brownsville ISD Board Policy EIE (LOCAL) regarding retention and promotion for students at all grade levels;

8. Due to disruption in instructional activities arising from school closures due to COVID-19 virus, which have occurred during and after the 5th six-week grading period of the 2019-20 school year, it will be difficult if not impossible to uniformly compute student grades for balance of the 2019-20 academic year.

9. In order, to balance, for the 2019-20 school year only, the need to ensure the maximum student participation in the District's ongoing adjustments to its instructional delivery systems, while at the same time recognizing that significant differences in student access to technological delivery systems for the delivery of instructional content the Board delegates to the Superintendent the authority to alter the District's academic grading policy to a grading system he determines is equitable for all students for the recordation of grades on student permanent records for the 2020 Spring semester only.

10. The Superintendent is hereby delegated the authority, to adopt appropriate regulations governing the temporary grading system as necessary and appropriate to implement this temporary grading policy while simultaneously ensuring that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned.

11. The Superintendent is also delegated the authority to adopt appropriate regulations governing this temporary grading system as necessary create a District-wide system that will permit as many students as possible reasonable opportunities to redo an assignment or retake a test for which the student received a failing grade.

12. The authority to temporarily amend Brownsville ISD Board Policies EIC, EIF, EIE and EIA (LOCAL) and/or to create regulations regarding the computation of class ranking and honors for seniors scheduled to graduate in May of 2020, ranking of freshman, sophomores, and juniors for the 2019-2020 school year, promotion or retention of other students, and to adopt a temporary grading system for the recordation of grades on student records for the 2020 Spring semester only;

13. The authority to provide educational services to its students via non-traditional methods such as an e-learning platform; and

14. In the event other waivers or immediate action is needed, the Superintendent is authorized to take other action and to submit/apply for other waivers in accordance with guidance and instructions from the national and state authorities and/or agencies.

15. The duration of the authority granted by this Resolution shall be for a period of 180 days following adoption.

RESOLVED THIS THE 17th day of April 2020.

By:

Ms. Minerva M. Peña
President, Board of Trustees
Brownsville Independent School District

ATTEST:

Dr. Prisci Roca Tipton
Secretary, Board of Trustees
Brownsville Independent School District

STATE OF TEXAS **(Minutes conducted via electronic voting)**

COUNTY OF CAMERON

BE IT REMEMBERED, that on the **5th day of May 2020**, the Board of Trustees of the Brownsville Independent School District met in a **Regular Board Meeting** at the Administration Building, 1900 Price Road, Brownsville, Texas, for the purpose of transacting any and all business that came before the Board and with the following to wit:

PRESENT:

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

ABSENT:

Dr. Sylvia P. Atkinson	Member

ALSO PRESENT:

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

ALSO ABSENT:
None

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

I. Meeting called to order by Ms. Minerva Pena, Board President at 5:30 p.m.

II. Moment of Silence led by Dr. Rene Gutierrez, Superintendent

III. Pledge of Allegiance led by Ms. Drue Brown, Board Member.

IV. Roll Call. Ms. Minerva Pena, Board President announced that all six Trustees are present.

V. Recommend approving the agenda of the **Regular Board Meeting of May 5, 2020** with any corrections/deletions.

(Exhibit 1)

Dr. Rene Gutierrez stated, XII B Payments, Amendment #1 Item 4 Page 514 will be replaced with Page 514A.

Motion made by Philip Cowen, seconded by Eddie Garcia, and unanimously carried to recommend approving the agenda of the Regular Board Meeting of May 5, 2020, and to include the amendment as stated by Administration. (6-0)

VI. Recommend approval of **minutes with any corrections:**

A. Special Called Board Meeting held Friday, January 24, 2020
B. Special Called Board Meeting held Monday, January 27, 2020
C. Regular Board Meeting held Tuesday, February 4, 2020

Motion made by Drue Brown, seconded by Dr. Prisci Roca Tipton, to recommend approval of minutes for Special called Board Meeting held Friday, January 24, 2020, Special Called Board Meeting held Monday, January 27, 2020 and Regular Board Meeting held Tuesday, February 4, 2020, with no corrections as stated by administration.

The following vote was recorded

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

Motion Carried: 5-0-1

Mr. Eddie Garcia, Board Member interjected, just want to make a motion that I abstain being that I was not present for the first two meetings. Ms. Pena stated, so noted.

VII. COVID-19:

A. Conference Presentation(s):
1. Report on COVID-19

Ms. Minerva Pena, Board President stated, Dr. Gutierrez. **Dr. Rene Gutierrez Superintendent of Schools stated, yes, Ms. Pena, Board President and Board Members, again, we are giving the Board an update on the latest developments on Covid 19 and what BISD is doing as you know from the last time we met to now, again, more changes have occurred and so we had to be adjusting our schedules, adjusting our plans and also other requirements and other information has come in from different agencies and different sources. So as part of our Covid 19 presentations we want to give you and up to date changes for the Curriculum & Instruction Division as well as for the Business & Operations Division. Even today, at 2:30, the governor had a press conference so we are going to touch base on something very important that he announced on graduations today so we will give you and update as well on that and give you the latest that we have so far on Covid 19 and how we are making plans moving forward and how we are currently doing with Covid 19. And again, everything is based on a daily basis on new information that we get and adjusting our plans and our schedules as we move on with again, keeping everyone in mind to, that we are trying to follow all the Covid 19 precautionary guidelines as well. So I'm going to turn it over to Dr. Trevino for the Curriculum & Instruction update Covid 19 and any new information that has come up since the last time we met, go ahead Dr. Trevino.**

a. Curriculum & Instruction Update. (Additional information added to Boardbook – EXTRA)

Dr. Anysia Trevino, Deputy Superintendent for Curriculum & Instruction stated, thank you, Madame President, Ms. Pena, Dr. Gutierrez, Members of the Board, just like to give you a quick update of where we are with our devices and our packets. Our first instructional packets were returned, so we had a total of 7,147 packets that were returned from our parents informing us of the work that the students had done. As far as total devices that have currently been distributed, and I'd like to make sure that I announce to the Board that parents are still requesting devices on a daily basis and if they are requesting them, we are providing for them. So we have 7,506 electronic devices and hotspots that have been provided to our students and the second packets were rolled out April 27th and actually, 13,175 request came in from our parents that they were requesting the second packet. And so they have work to do from, what was it, April 27th to the end of the year which will be May 27th for students. So we are also getting ready for virtual summer school so this will be new for BISD and all school districts throughout the state and I'm hoping that if that goes fabulously that we can start from now on and having summer school virtually for our students because that is just how the world is evolving, that's how college students are taking a lot of courses so. It's going to be the first time that we do it and we are excited to see how we can ensure that students are successful with it. So principals, last Friday, submitted their list of students that are potential students that could qualify for summer school and we are looking at tentatively, about a thousand students in elementary that may need summer school. This is still not counting the last packet so we are anticipating that number to be less than a thousand but we would rather plan for more than plan for less and then not have the amount of teachers that we need. At the secondary level, we're looking at approximately 2,900 students needing summer school. We are, like I say, looking every day to see if we can reduce that, we are looking at making recommendations for summer school beginning this week from May 4th to the 8th. Making recommendations for the week of May 11th to the 15th and then provide teachers with that professional development that they may need in order for them to know how we are going to run summer school because like I said, one, its required for us to have professional development for our teachers in summer school, but since it will be remote teaching and remote learning, we want to make sure that they feel very comfortable with that so we are having a couple of days, May 29th for the elementary, staff development for them and Saturday, June the 3rd I believe, for, the 30th, May 30th then, not June for secondary professional development, no, that would be a little late for staff development so it has to be May 30th, so there is a correction there. And then certainly, summer school will be running June 1st through the 18th. This is kind of tentatively what a teacher's schedule would look like so we have teachers that could be teaching in the morning for like 30 minutes, depending also on the grade level because we know that the younger kids have a shorter attention span. So looking at the content and basing it on that, we are very pleased with the C&I Department that they have been very, very strategic in organizing what a teacher's day would look like. We are looking at an elementary teacher serving approximately 22 students. They would be doing both virtual as far as face to face and also a blended learning where the students would work in

their own and then report to teachers as needed. So those are kind of tentative schedules of what they would look like both for students and staff, both elementary and secondary. We are also continuing our curriculum writing and that's starting actually this week as far as making recommendations, they will begin writing curriculum between May 11th and June 26th. Teachers are working after 4 on this so please don't think that we are in any way neglecting the work of the classroom teacher, they are working really, really hard from 8 to 4, serving the kids and meeting with the principals, etcetera, an anyone that is doing curriculum writing will be working on that after 4. We are just updating our curriculum, I'll share a little bit, for example, on the next slide, we need to be really, really ready and BISD will be on the forefront of ensuring that students are served to the best of our ability. So we are doing a couple of studies and I want to share those briefly with you because we know there may be a few parents out there that may be a little fearful of sending their kids back in the fall. And we want to assure them that whatever modality they would like instruction to be received, that BISD will be ready to deliver that. So we are looking at studying to have an online learning committee to evaluate if we could offer online learning full time, so we want to survey the parents and give them some options, this being one of them. If BISD, and we have some parents say anywhere from 10 to 25 percent of our parents, 1 out of 4 saying I am a little leery about sending my kids back in the fall, so can BISD offer you instruction? Absolutely, we are looking at exploring interest from about 10 to 25 percent so that would mean about 4,300 up to 10,750 students, that's a small school district so then what is it that we can provide students? So we are looking at what kind of resources and devices they would need, if a parent tells us, you know what, I'm not comfortable, so then what kind of curriculum can we have in place for them, how many devices will we need, how many hot spots will we need? We have communicated with the Technology Department and they have informed us that we will need about 20,000 devices to secure this, initially they had said 11,000 but in talking to them more extensively, we are looking at about 20,000 devices and hot spots, drafting that online curriculum to mirror one of face to face, obviously collaborating with stakeholders to draft attendance verification, how would we do that? How would we, that job description look like, how would it be a little different for teachers that are completely, next year, online? What kind of grading system would we put in place and certainly, what kind of professional development would teachers need? So this is a possibility, it's an option that we could offer parents but we want to be ready for you in the event that you are, our community members are saying we are not wanting to return our students back just yet. Another option that possibly we could study and investigate and eventually bring to the table for you all to review and eventually approve, would be like a flexible schedule. So this one would be that maybe half of the kids would come to school Monday and Wednesday and the other half of the building would come to school Tuesday and Thursdays and then on Friday, those students that maybe need additional support and help. Certainly, there are special ed students and other districts throughout the state are also exploring this, if they are special education students, those probably would come every day in order for us to comply with their IEP's and their accommodations and

modifications. We would certainly explore the interest, evaluate the curriculum and the resources needed and professional development. Certainly, both of these models require a lot of devices because even these, the two days that the students wouldn't be at school or the 3 days, they would still be working remotely from home like they are currently doing. So they would have 2 face to face with the teacher and two or three days remotely from home, still having access to those teachers okay, it's not like, well, we are not going to be in contact with the students. This would look similar to for example, if you have 4 teachers in a grade level, 2 of them would go Monday and Wednesday and 2 could go on Tuesday and Thursday or they could go all day instead of having 22 students, they have 11 every day so you would certainly ensure the social distancing. Lots of questions that still need to be answered, I just want to make sure that you all are aware that the Curriculum & Instruction Department is, you know, certainly investigating this, looking into it, researching it, we are forming smaller committees, administrators, even parents, to see if they can help us in making these decisions, administrators, teachers, and parents, these are just at the stage of exploring. But of course, with all these changes come finances, right, and I'm sure that Dr. Cantu will address that in a minute. Do you want to make an announcement or something? Dr. Gutierrez stated, we are just wondering, are you pushing the button or is it on automatically? Dr. Trevino stated, its automatically green so I was thinking of pushing but then it stayed green and I was turning it off so. Dr. Gutierrez stated, okay, alright and just to add on to this, we are looking at different models for the fall semester because you know, the TEA as well as the Region One area, we anticipate that we may have to start the year with modified scheduling or we may have to start with a modified calendar and perhaps, you know, looking at different options. So we are starting to explore different models and different ideas on how we can start school in the fall. Ideally, the ideal scenario is that we start school back to normal but that may seem very unlikely based on what's going on so we want to be ahead of the game and we want to start looking now at the different options for us to consider so that we can plan during the summer on how we can open up the 2020-2021 school year, but I think everyone would agree with me that its very unlikely that it's going to be a normal school day on the first day of class in August. I think we all know that we are going to have to have a plan that is going to be different from your typical, traditional school day and so we are getting ready for that and we are having lengthy discussions as well as ideas that we are getting from other districts, other states are looking at other options and we are reading and keeping up with the literature to be prepared. That's basically what Dr. Trevino is covering as far as we got to plan for an alternative schedule starting this coming fall. Ms. Pena asked thank you, I've got a question real quick on the summer school staff development, will that be virtual or is that going to be in person? **Dr. Trevino replied, yes maam, it will be virtual.** Ms. Pena echoed, it will be virtual. **Dr. Trevino stated, yes maam.** Ms. Pena asked, okay, do you have any other questions? Go ahead Ms. Drue. Ms. Drue Brown, Board Member asked, is that the end of the presentation? **Dr. Trevino replied, no maam.** Ms. Brown stated, oh, okay. **Dr. Trevino stated, and so, just an update on the multiple professional developments that have been offered**

from the Curriculum Department as well the Professional Development Department, you can see a slew of professional development that our teachers have been provided and have been very willing participants. We are also getting ready for our Lead Forward Conference and we also recognize that that one may be virtual as well so just know that professional development, not only for the teachers but for the administrators as well, we continue to ensure that our administrators gain knowledge to provide that support for our teachers. Our theme for the year will be serving with pride and leading with confidence so we are really excited about that, we are looking forward to the conference whether its virtual or face to face beginning July the 28th through July the 31st. This is just, I guess, I response to last presentation, the last time that I was up here, we talked about the graduation plans, the students that needed to complete that work in order to meet graduation requirements because they were failing one of the assessments, one of the end of course and I believe Ms. Reyes, Perez-Reyes asked us for an update on this or she asked a question and I never forgot and so I just wanted to let you know that we have 227 seniors completing IGC's and you can see what subject matter that we need to work on and that will be obviously English I and II which we have 219 of our students needing to pass that assessment, which they will graduate meeting the requirements from the individual graduation plan committee that they set forth. But we also know and it's a reflection of how we can improve through curriculum and instruction and build that program up so we don't have that many kids struggling with English I and II. So now, graduation, that's really big and I know that Mr. Moody was on it in posting what the commissioner, what the governor recently announced, was maybe just a few hours ago, so I just want to repeat that so everyone knows cause there will be a tweak to even this. He announced that we could have a virtual graduation and all our schools have been prerecording this week, which is good because we could do a blend of it, so, and it's something that we will work with the principals on. We could have a drive through graduation to be announced and that has been approved as well or we can have an in person along with prerecording. There are some stipulations on that and I want to make sure that I announce those. It says, an outdoor ceremony may take place in any county on or after June 1st and that's where this needs to be tweaked. Because our original graduation dates did have 3 graduations being held prior to June 1st, so we will have to tweak these days okay, so that's one of the requirements. Another one, we need to identify our largest outdoor venue, that would be Sam's Stadium right, our largest outdoor venue that allows for maximum spacing among participants, seating of graduates of sufficient distance and I know Dr. Gutierrez has already calculated and done the math, we can fit Hanna, which is 620 with six feet apart in all directions so we would be in compliance in a football field. Of course, with limited guests or no guest at all. Availability of a live streaming or televised broadcast of the ceremony to limit participants, attendance and for those unable to attend. Provide, non-medical grade face masks with the name of the school and logo for graduates, we are on it, those have been designed by the principals already, so those are ready to go. Assigning seats and having graduates escort their families to the assigned location. Spacing ceremonies apart by several hours which is fine

because we just have one a day. Predesignated assigned parking so that arrivals and departures are carefully coordinated and staggering of release of students and guest to limit the congregation after the ceremony. So we need to work with the principals and work that out where maybe if their name is announced, that's when they are able to leave with their parents, they do not want us to congregate at the end. But those are the rules that were just posted by TEA so wanted to make sure that we announce that because I know that the community and the whole state has been eagerly waiting to see what the governor was going to announce. So we are pleased with that, we will need to make some changes on our dates to be in compliance but I think that you have great leadership that together with the principals at the campus we'll ensure that our students that have been on campus for 13 or 14 years will get the graduation that they so rightly deserve. We assure you that we will work very, very hard in ensuring that they have a beautiful ceremony 7 times over. We did have a plan B, because again, the governor even did say that today and the commissioner, that these are all contingent upon everything rolling out as it's been going for the last few days. So if something dramatic happens and the cases of Covid increase, he may change this, okay, we just need to be prepared, right now, you know, May the 5th, he's making a decision, hopefully it will stay and we can move forward. But in the event that we don't, we do have alternate dates for our students and for our families to celebrate the graduates. And that you have from June the 20th to the 27th or from July the 18th through July the 24th. If that would be the case, we would be doing a virtual graduation as well because we do need to certify the graduates in the event that they do start summer school and their transcripts need to be certified and locked in with a date of graduation. So we are also wrapping up the year, our principals at the campuses are working really, really hard in ensuring that we are in compliance, we do have permanent records that need to be completed at the elementary level. Certainly like I mentioned, the individual graduation committee plans, teacher clearance, principal clearance, teacher evaluations, only those that want it because I just want to make sure that everyone is aware that you all approved for the TTAS to be waived but we do have some teachers that really do want their evaluation and want to know the end of it and setting goals already for next year and TEA has made it very clear that if the teacher request it in writing, that we offer them and afford them the opportunity to complete their evaluation. So we have a few teachers that have requested it and we are very pleased to complete those. Certain, the Special Ed and the Bilingual Departments working hard in completing their meetings, their ARD and LPAC meetings. Inventory will be a little more, I guess, critical this year than ever before because we have a lot of devices all over. We are only requesting 5th grade to be collected because those kids move on to the middle school, 8th grade cause those kids move on to the high school and our seniors. Hopefully all our other kids will return back and we are expecting them to keep their devices over the summer. If they are coming for summer school, they already have their devices, but still, we need to keep track of inventory because you entitle us or you ensure that we do our job in taking care of the resources and the funds. Grades, we are still collecting grades. Summer school and curriculum writing, lots happening. Human Resources, just what

they have been doing since the Covid, I'm sure you saw the beautiful add that HR put together, Mr. Moody designed for us but we are really excited and we would like to eventually recognize our teachers of the year, we had a luncheon scheduled but that was postponed because of the Covid. But hopefully in August we can do something to celebrate the wonderful work. It is teacher appreciation week so good job teachers. Contracts, first time ever, we have electronic contracts, I'm so excited because as of today, we've only had them out like for a whole day, we have 76% of our contracts already signed, returned and filed, that is like the first time ever. So we are really, really excited that our contracts are online and our teachers are, imagine if we hadn't done it, they would have had to be coming in and you know teachers stress with their contracts. They would have had to come in, sign, return, file, this is electronically, they didn't even have to worry about it so thank you all for approving this back in December not knowing that the pandemic was coming, so we had online, electronic, super excited. Compensation plan, I'm sure that next budget meeting or so we'll be talking more at length with that, we are looking at the teacher allotment incentive and Ms. Zarate is working really, really hard with HR as well with a couple of our schools, Faulk and Porter high school because this is coming to you all as well in the near future so know that they are working really hard. Summer school applications, transfers may be a little different because we are reviewing all of that, we did have a few individuals because you all approved recently an early resignation or incentive so we have had more of those come in. Policy review, I know that that's also coming, we have been in contact with TASB and they are still trying to see if by August they can come in and get approval, start having our meetings and reviewing the different policies. The handbook, permanent subs, FMLA, we're adapting and certainly all the unemployment claims. Working really, really hard, know that perfection is not attainable but if we chase perfection we can catch excellence. So thank you so much, any other questions and I will be happy to entertain. Ms. Pena stated, Ms. Brown. Ms. Brown asked, Dr. Trevino, could you address FMLA as it pertains to Covid 19? **Dr. Trevino replied, actually and I think I might have left that upstairs because. With FMLA, there's certain things, and I think I gave it to Dr. Gutierrez that he may discuss it in executive session with you all. Dr. Gutierrez stated, yes, I have a copy that I was going to discuss.** Ms. Brown interjected, okay; we are going to discuss it later? Okay, okay, perfect. **Dr. Gutierrez asked, you want to go over it in general Dr. Trevino, let me just?** Ms. Pena stated, it should be part of the Covid 19 Mr. Cowen, I think that one has a little bit more detail, no, that's why we are going to discuss it here now sir and not in executive session. **Dr. Trevino stated, and so there's different things that are happening right, and so the federal government has approved what they are calling paid sick leave and extended family and medical leave under the Families First Corona Virus Responsive Act. So this act will take effect between April 1st and December 31st and so they are saying people are entitled to paid leave. So if they have one of these qualifying reasons, there are six reasons that an individual could qualify for leave, 1, is subject to federal, state or local quarantine, so they have been identified as having Covid, okay, so they qualify. And if they have been identified as having Covid, we pay their salary, okay, there is no reduction of**

salary. Has been advised by a health care provider to self-quarantine because a spouse, a child, has been designated and identified to have Covid so they were also told to stay home. Is experiencing symptoms and is seeking a medical diagnosis, so they are ill, so for that day or two until they get certified or diagnosed, but for those few days they qualify and they get paid. If you are caring for individual subject to an order described in one or two, so you are taking care of your child who has Covid, but for that case, you don't get paid, according to this Responsive Act, you don't get paid at your full salary, you get paid for two thirds of your qualifying reasons. So you keep two thirds of your salary and one third can be removed if you don't have days okay, if you have days, local leave, then you can take your local leave and get paid at 100%, you are not getting docked, you are just getting your leave so for four. And for five, is caring for your own child, not your niece, your nephew, your grandchild, but for your own personal child whose school or place of care is closed, which BISD is closed, if there are some of our students or their daycare is closed, then they can also stay at home, but again, with the two thirds and one third not. However, if they have days again, then they could use those and get 100% of their salary. If they are experiencing any other substantial similar condition as specified by the U.S. Department of Health and Human Services, those are also reasons in which an individual could stay home and again, with the two thirds. Ms. Brown interjected, okay, wait. Ms. Pena stated, Ms. Brown. Ms. Brown asked, could you explain that last one a little bit more, is that that they might have (inaudible) compromised (inaudible)? **Dr. Trevino stated, yes, if we have confirmation that they have a condition that possibly, and it is very clear, we would probably need to go into, cause this one is more clear specified, saying, substantial similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretary of Labor and the Treasury. So we would need to look specifically into that, you know, list of.** Ms. Brown interjected, but they have defined those? **Dr. Trevino stated, I believe that they have in that website.** Ms. Brown stated, okay, okay. Dr. Trevino continued, but that, that one also, Ms. Brown, the 4, 5 and 6, are with the two thirds, unless they have days. Ms. Brown echoed, unless they have days. **Dr. Trevino stated, correct.** Ms. Brown stated, okay, okay. Ms. Pena stated, may I have a question before she sits down, if I may, during the graduations, and I'm hoping it goes through and this pandemic is water under the bridge and we get back to be able to be, you know, the way we used to be, if we have the graduations, let's say, at the stadium, are we, do we know at this point in time if we are going to be working still, on voluntary assistance from our personnel or are we hoping that by that time it will be lifted because there is a lot of confusion going on with voluntary show up to do the job and mandate to show up to do the job, so where do we stand with that? **Dr. Gutierrez stated, well, we are trying to be flexible right now, we have a phase I, phase II and phase III, phase I started yesterday on the 4th and then we have next Monday the 11th and then the 18th. We have been very flexible, very understanding of the situation but as you could see, that what the guidelines, if we required for you to come to work, because there are some requirement, I mean, we have to close the school year. We have to comply ourselves with the closing of the student records and data and information, graduations, that if we need you to come in we have to ask the staff to come in**

and help us and work and now that graduation opens up, opened up today by the governor, we are going to have to work it out and plan it out. And probably we are going to need a lot more help because of the social distancing making sure that the parents are separated up in the stands and as well as our students and then that they can be escorted out. So its going to require more manpower and more careful planning as far as this graduation because it will be a very different graduation from previous ones but more staff needed to help us carry out the graduation. And again, we have been very understanding and flexible in allowing people to come in, you know, working with their principals, with their administration, but there is going to be a time, later in the month, that we are going to, as we move on, we are going to require some staff members to come in and work and help us close out the year and do the things that we, the things that so we can finish the year and have the graduations that we want to have. So the answer would be, as we move farther in the month of May, we will be asking some staff to come in and work with us and help us. Ms. Pena stated, and if I may ask, this information, what she read, is it possible to put it on our website that way all our personnel and our teachers will be able to just get on there and read it. And we never know, between now and 3 weeks, this thing can change and as quickly as it appeared on this planet it can disappear and we go back to normal, so I know it is very difficult to make a statement one way or the other because we are looking maybe 3 weeks down the road and things can change. **Dr. Gutierrez stated, yes maam, we are going to put it on the website, in fact, we are required to put it on our website because a lot of questions have come about this so that they all know what the guidelines are. So we are going to put it on the website but we wanted to present it to the Board, we just got it and we want to put it on the website so that everyone can refer to that and see the, what does it take to be out, versus not out during this time as we need staff to come in and help us close the year.** Ms. Pena stated, thank you sir, let Mr. Garcia and then you Ms. Brown, sorry, go ahead Mr. Garcia. Mr. Eddie Garcia, Board Member stated, in addition to that, it's going to be very important that administrators don't change anything because I've been hearing some administrators are giving different guidelines as to what is coming up from Main Office so we need to make sure that we, those administrators abide by what's coming and being released from Main Office. And in addition to that on the other part is having to do with the employee rights, make sure that we are posting these, both English and Spanish at all sites, as it is required under the labor laws please. **Dr. Gutierrez stated, we will Mr. Garcia, consistency is one thing we've been telling to the administration to stay as consistent as we can be without having different messages.** Mr. Garcia stated, correct, it's very difficult, you know, with a district this size and that's one of the things that people are going to have to understand, when it comes to these graduations, it's going to take a lot of effort and we are going to need a lot of help. **Dr. Gutierrez stated, yes sir, a lot of help and also in closing our school year and so, but thank you all and we are trying to do the best we can, everything changes daily, I mean, tomorrow this may be something else. And so we have to readjust but we are keeping you posted as best as we can as every day goes by.** Ms. Pena stated, Ms. Brown. Ms. Brown stated, Dr. Gutierrez, I thank you and your team, I like the idea of the online learning possibly in August cause I think there may be a segment of our population that we serve that may not feel good

about sending their students, their children back to the schools and I like that idea, it may be something, it may be where we are headed anyway, regardless of Covid 19. I like the flexible schedule and I appreciate the fact that you all are exploring all possibilities, again, we are flying the plane and we are building it at the same time and its, I think it's very possible that a lot of this is the way education is going to be headed anyway. I want to thank you Dr. Trevino, Dr. Sauceda and I want to commend the entire Curriculum Department, it's an amazing group of specialists and employees and I know they have been working very, very hard to stay abreast of all this and I commend them for the work they do. They don't get a lot of attention in the Curriculum Department but the specialists, they are amazing and the people that work with them, this is really good work and I appreciate them always, they are very good people, thank you. Ms. Pena stated, Ms. Prisci. Dr. Prisci Roca Tipton, Board Member stated, I was just going to, I know that you mentioned that the FMLA, Dr. Gutierrez, was required to be posted on the website, but just, if we can disseminate it via, through email to all our staff, thank you? **Dr. Gutierrez stated, we will do that.** Ms. Pena stated, and if I may, I want to thank everyone and I know it's very difficult because everyone handles fear differently, fear is a counselor, not a jailer but that's just, everybody is different and we need to be very empathetic and very, I want another word to use, cause a person can literally, end up having a heart attack cause of the fear and not get at all sick from the virus and it's a very, very real thing. And we are dealing with that with all age groups, I'm talking students, teachers, to parent, to grandparents, so as long as we are very conscientious of that, we need to be able to get the people to, they are on their right mind and are able to control their fears and know that they are going to be okay. And then you have someone that can come and do a great job for you cause if you are bringing them in with fear and they are concentrating on that fear, that's liability that we really don't want to take on and it's not fair to the district and definitely not fair to the employee. So as long as we are very conscientious, some of us can get run over by a car and get up and you know, dust yourself off and go to work the next day and there's some that get run over by a car and will dye of the fear of just the thought of it. But we have to be very conscientious that everyone is different and we are very mindful of how we need to treat each employee cause all the employees of the district have served us very well and we are here to take care of them and make sure we do right by them so they in turn will give us 100% and do right by us, thank you. Ms. Brown interjected, it was a good presentation. **Dr. Gutierrez stated, thank you, thank you Dr. Trevino.** Dr. Tipton interjected, thank you. Ms. Pena stated, that was very good.

Dr. Gutierrez continued, alright, now we move on to section b. on the Business and Operations Update on Covid 19 and Dr. Cantu will present on her division and any of the latest information that we have for Covid 19 on the Business and Operations side, in the finance side so go ahead Dr. Cantu. Ms. Pena stated, if you could wait just a second because Mr. Garcia has his hand up, I apologize, I missed that. Mr. Garcia stated, it was just an (inaudible) thank you Dr. Gutierrez for everything that you all have (inaudible) and keeping us abreast of everything as things change, we have been getting information from you and again, teachers are doing a tremendous job, I can see that first hand from my wife who is a teacher and will be retiring here in the near future, this month. And you know what, this

distance learning is the future and this is something that she and her students have been learning and this had prepared our children for what's going to happen. So, those children that have not done so, it would be great if they join even for the last two weeks to prepare them for what might happen at the beginning of the school year. Ms. Pena stated, thank you sir, go ahead Dr. Cantu.

b. Business & Operations Update/FEMA.

Dr. Nereida Cantu, Deputy Superintendent for Business & Operations stated, thank you, Madame President, Dr. Gutierrez, Board Members, I come to you this afternoon or this evening to share some updates from the Business and Operations Department. As Dr. Gutierrez mentioned and also Dr. Trevino, we are constantly getting new changes to budgetary issues but I'm going to present today what we have, the data that we have as of today. So on the agenda, I'm going to talk a little bit about the CARES Act, I don't know if some of you have heard about it but I want to make sure you are informed so that if you hear what is the CARES Act, what can we do with this, you have some general knowledge of it. The other thing, item number two, we are going to talk about how much have we spent on Covid 19 expenditures and then we also have some savings because we, I will talk a little bit about those savings. One of the things we are looking at as a district goal is we want to be a 1 to 1 device, or 1 to 1 district. We are pulling the data on the inventory that we have right now, Dr. Trevino is correct, that we are looking at Phase I, ordering about 11 thousand chrome books that will be brought to you in the near future and so we do want to move in that direction, there's so many unknowns and we just need to be ready for that. We are also listening to the recommendations, we had a recommendation to get hot spots for busses and we are going to talk a little bit about that and I'm going to give you and update. And then I'm also going share with you what are some of the reimbursements that the state is giving to us at the national and state level so that we can recover some of those expenditures. And of course, we do have a Budget Workshop where we will have a lengthy conversation on both the TASB salary study and the TASB staffing study. So with that I'd like to begin and share a little bit about CARES. CARES is an acronym for Corona Virus Aid Relief and Economic Security, it is Stimulus Funding. I think everyone is aware that the president offered a stimulus package, over 2 trillion dollars, that's not all for education, obviously. There's other entities and other organizations that are getting some of this funding and the intent of this funding is to prevent, prepare for and respond to the Covid 19. Now, the formula that they are using is approximately 90% of the K-12 formula grants which would be the elementary and secondary, special ed funding, it's a compilation of that. If we look to get 90% of what we get, that's approximately 21 million. But before we get excited, I need to go to the next page, TEA is going to release guidance and as of right now, as of today, we do not have guidance in detail. They will be releasing preliminary allocations and this funding has some restrictions, I want to make that very, very clear, it does have some restrictions and I wanted you to pay close attention to that second paragraph or the later part of that statement, the state may use this funding, this stimulus funding to help offset

reductions in state funding caused by the pandemic. So while we are anticipating possibly 21 million it may be offset, it could be a wash, they give us here and they take away from here. So just wanting to make that very clear, however, there are some very good news about the CARES funding, the good news is if you recall when I presented the FEMA information, FEMA does not cover technology, hot spots and internet service and distance learning. CARES Act does allow that, so we are excited that it will, we will be able to get some reimbursement. Now this guidance is based as of April 14th, there was some new guidance that came out and we will make sure that we update it for the Budget Workshop on Thursday. So, how much have we spent in, because of the Covid 19? So we have salaries, as you know, we were paying the F&S staff time and a half and you can see that it was about, approximately 1.1 million, a little bit over that, supplies, we have been ordering lots of cleaning supplies, mask, gloves, sanitizer, hand sanitizer and that's about 523 thousand. Equipment, we are including the Clorox 360 machine because it falls on the timeline of the orders that is allowed, it's about 250 thousand, Wi-Fi, the incentive, this is for the teachers, Board Approved to give the teachers 100 dollars, that will be at a cost of about 630 thousand. So you can see that total expenditures is about 2.5 million dollars, however, it's important to note that we have savings. For example, we are not running busses daily, we are not doing the daily routes, so we have saved approximately 351 thousand dollars. The Transportation Department, there is no overtime because there is no field trips going on so that's a saving of 779 thousand dollars, a little bit more than that. Field trips that were cancelled for this year, we did not have any field trips happening after spring break because of Covid, so that was, we had in the system, 462 thousand, almost 463 thousand dollars that we have saved. Regarding travel, we had teachers attending different conferences and the travel here includes registration fees, it includes hotel, meals and everything else so it's under one category, that's about 38 thousand in savings. Travel for students, as you will recall, the fieldtrips, everything has been canceled so we have a savings of about 350 thousand dollars there. So the savings is of 1.9 million dollars, for a net difference of 565 thousand, 799 dollars and 38 cents. So while we had some expenditures, we also had some savings. Ms. Minerva Pena, Board President stated, I have a question real quick, if I may. Dr. Cantu, on the field trips, where you have the 462 thousand in savings, are you including the chess tournaments that we didn't get to go to this year that is about 400 thousand, is that included in there? **Dr. Cantu stated, yes maam, what we did is we took, we went to the systems and everything that had been inputted by the campuses and every field trip, we grabbed it and that is all inclusive.** Ms. Pena asked, can we get a list of that detail because I said, that's about the amount, just the chess, not including everything else, so can you please get us a detail of all that, whatever, just take your time, whatever time you need so we can see what the breakup is for all of that? **Dr. Cantu replied, yes, one of the things that, thank you Mary for pointing it out, you notice on this slide here, you have field trips, the field trips are just regular field trips where they were going, you look at the student travel, so you see that second category which is 350 thousand, that, now we now bring some of those larger field trips that were scheduled but we will certainly get you a breakdown.** Ms. Pena stated, appreciate it, thank you, Ms.

Brown. Ms. Drue Brown, Board Member stated, wanting to see, yeah, this is excellent, this is something I've really been wanting to see, I know we've been spending money but we've also saved some money, I wish it balanced out but it's not as bad as I thought it was. **Dr. Cantu continued, thank you maam, so let's talk about the district goal, one to one devices. Dr. Trevino talked about the fact that we need to be ready with different modalities of instruction and one of them is to have the virtual learning. Right now, we have, based on our inventory, approximately 30 thousand devices, however, I am going to review that list because there's some devices that are very old that we will need to replace. So while the inventory is good, we still need to make some, there will be a Phase I which is ordering 11 thousand chrome books for the, and this will be coming to you in the near future, that is just Phase I. we know that the need for devices is important because not only is the state moving in that direction, for example, there's textbooks that are available virtually or are online, we also have assessments that are moving to digital platforms, this is the new way of instruction. So we are trying to prepare not only for today, but for tomorrow and the next few years knowing that its continuously changing, we are collecting the data so that we can move forward in purchasing the chrome books.** Ms. Pena stated, Ms. Laura. Ms. Laura Perez-Reyes, Board Member stated, I'm sorry, real quick, what would be the (inaudible) your (inaudible) later (inaudible) but what (inaudible) devices? **Dr. Cantu stated, once I get the list, I am going to estimate that with that order, we are going to have at least 30 thousand devices. So we definitely are going to prioritize the students that need the devices, we know that some students have devices so we are going to, you know, survey and find out who needs them first and the fair thing to do is make sure that every grade level is represented. We also know that the high schools have some credits that they need to work on so that's going to be critical for them because that's credits towards graduation and we don't want to put any high school student at a disadvantage. So we will evaluate that to make sure that they are distributed evenly for the students that need it.** Ms. Perez-Reyes asked, so current, about 20 thousand? **Dr. Cantu replied, right now, the inventory is showing 29 thousand however, and I'm estimating, I'm rounding to 30, however, that does not give me the data on how many are old, how old they are so more than 5 years old may knock out 5% or 10% from that list so we may have to order more than that, yes maam, you are welcome.** Ms. Pena stated, Mr. Cowen. Mr. Philip Cowen, Board Member asked, Dr. Cantu, in terms of the additional purchase or purchase of an additional 11 thousand and assuming, let's say you knock out 5 thousand of the ones being old, that would give us about 36 thousand, something like that, tablets available for 43 thousand students, in this community, are you telling me that the rest of the families hopefully not need one because they have internet and they have computers at home? **Dr. Cantu replied, some may have some Mr. Cowen but if you notice, this would be Phase I purchase, so once we have Phase I completed, we are going to move into a Phase II.** Mr. Cowen stated, when you can, not tonight and it doesn't have to be in a meeting or formal presentation but, as the Chair of Technology I'm very curious as to who doesn't have access, who doesn't have anything at home versus those who do. And I know we are just starting, but a little later on the agenda, we have something on that, covering the digital divide where we are going to enter into

agreement with the City and BCIC, so I'm glad to see that, thank you. **Dr. Cantu stated, you are welcome.** Ms. Pena stated, Mr. Garcia. Mr. Eddie Garcia, Board Member stated, yes, in addition to that, I want to make sure that all this is across the board and that is including our special ed students as well. I want to make sure that they are not left behind, that they are a part of this and they need to be on top of this as well. **Dr. Cantu stated, thank you Mr. Garcia and I'm so glad that you mentioned that because I had a conversation with our special ed administrator this afternoon and she is moving on buying IPads for every student, special ed is one of the areas that we don't want, you know, its federal guidelines, we don't want to go, jeopardize any of that instruction so we are going above and beyond with our special ed kids so that order will be coming to you pretty quickly. So moving on to the next slide, hot spots on busses, as I mentioned, we are listening, it was a great recommendation and I want to thank you for that recommendation. We are currently identifying higher need locations, we do have some data, some research that was done with the ISET (Innovation Strategy and Educational Technology) Department and we are looking at that. I'm also working with Technology and the City of Brownsville as we enter into the MOU with the digital divide. So we are going to identify the higher need locations and work on getting these busses out there for our community. The first request, and that is on the agenda for today is to purchase 20 hot spots, again, if we come back and identify more locations, you will see me come back requesting more hot spots, again, we are planning for the long term. This is on Consent Agenda, A5, just so that I can put that on your radar. The next item, we do have some help coming, there's two sources, we talked about FEMA in our last meeting and we know that its 75% reimbursable, it's not 100%, the timeline, it's now open, I do have an update for you. On Friday, we received an email that BISD has been approved for the request for assistance, what they are referring to as RPA, so we have an email, we are approved, that's very exciting, I am organizing what I'm calling a FEMA task force for BISD and I'm going to have a committee to help me make sure that the documentation is extensive to make sure that we are gathering the data as needed. And so we got some key people identified and that task force will begin meeting this week. In addition to that, we also have the CARES Act, again, we are waiting on additional guidance, please, please keep in mind that there's restrictions that are coming our way. I also want to state that during the budget workshop, on Thursday, we are going to talk about several things that are definitely going to impact our budget, things that we already know, for example, we know that the economy is in an economic downfall, we know that. We know that the sales tax is down, we know oil prices are down, so we are anticipating, this year we are going to be fine, 20-21, 21-22, we are anticipating some serious cuts to our budget. We will have more detail on that during the budget workshop but I wanted to just give you a heads up that we have some data that we are receiving from the national and the state level that is telling us to expect some cuts in this area.** Ms. Pena stated, Mr. Cowen, go ahead. Mr. Cowen stated, yeah, Dr. Gutierrez, I want to recognize Dr. Cantu for the work she has done with FEMA, I mean, that's actual legal work and she did it alone with no help from the attorneys, which I mean, that's really incredible. You know, and so, I, you are to be commended for not only learning it

but in succeeding and getting the reimbursements and working it out you know, my hat goes off to you on that. **Dr. Cantu stated, thank you Mr. Cowen.** Ms. Pena stated, Ms. Brown. Ms. Brown stated, the same thing, I can't even imagine all the paperwork that's included in FEMA and this CARES Act, I'm sure there's an incredible amount of work and it's not going to be easy to get. Do they say any certain amounts that we are cleared for or is that still to be determined? **Dr. Cantu stated, no, what we do know, what FEMA stipulates is that if you have over 131 expenses, we are considered a large entity, we are a large entity obviously based on the amount of expenses that we have made, we don't have deadlines or anything on the CARES, FEMA is now open, now that we have this approval we can start collecting data and submitting. Now, there is no timeline as to we are going to refund within this amount of time, that has not been posted. Now, we are having weekly webinars with the federal government on this in Thursdays and Fridays and we have the FEMA task force listening to these webinars and every day, every Thursday and Friday we get updates so if we do get timelines ill make sure that we include them at the budget workshop or in an upcoming meeting. So the next slide has to do with again, the budget workshop, as you know, we invested some money with the TASB salary and the TASB staffing recommendations and we have recommendations from TASB. During the budget workshop, I'm not going to get into it right now but, during the budget workshop, we are going to bring these two resources, we are going to bring them into the budget, bring some recommendations to you based on TASB recommendations so that you can see what impact that is going to have on the budget. We are also going to include the tax rate calculations and how some things have changed there we are going to give you some timelines and we are also going to provide an insurance summary of finances. Our goal, and I have been working with Mr. Robledo and Ms. Mary and the business office, we are going to present a balanced budget for the 20-21 school year.** Ms. Pena stated, I have a question on that. Dr. Gutierrez, I've been getting calls and text messages and messenger messages cause there is a lot of confusion, especially now that we are having the contracts signed and sent back and there is a lot of fear out there that because of the TASB study, the way it was presented and we are going to do it again, the way it was presented on Thursday. I want to reassure our employees, we, you are not looking at recalling or terminating any, any contract right now that we have approved, am I correct? And then this coming school year you don't see us coming in and saying, well we are just going to lay off this many people or that many people cause that's going around in the community. And that, I want them to hear from you so that way they can be assured and rest assured that their position is there cause the reduction is by attrition, not by terminating positions. So can you say a little something on that sir? **Dr. Rene Gutierrez, Superintendent of Schools stated, that's correct Ms. Pena and Board Members, we've had workshops and we've done our homework with TASB on the salary study as well as the staffing study and originally when we started this back in the fall, I mean, little did we know, you know, what's happening now. But we are not, at any point, going to eliminate staff by laying off any staff members, we are very supportive of our staff and I think this Board, I know this Board is 100% supportive of everyone in BISD and that's our goal and that's what we are going to be working with where we are**

retaining everyone but we are keeping an eye on the budget. We have already been, starting to get some information from different sources to you know, just be careful how we are planning our budgets for the next several years due to the Covid 19 crisis, due to the oil crisis, it's what I call the perfect storm in school finance. And so we are, we will monitor, we are going to be fine next year because the budget has already been approved by the Legislature but it's the next biennium that I mentioned before that we need to be careful with but we are going to be fine as long as we keep our budget and keep our expenditures and keep an eye on things that we absolutely necessary need so that we want to retain our staff. Nobody is losing their jobs, that's our goal, that's our intent, that nobody is going to lose their jobs but we also need to keep a careful monitoring of our finances for the next, at least 3 to 5 years due to the crisis that is current. Cause this crisis of today is going to impact us for the next 3 to 5 years. Ms. Pena stated, thank you very much and I will say this, the oil prices going down, excuse me, the oil prices going down, I'm excited that I don't have to pay a lot of money for gas, but unfortunately, that's not the way it works and thank you so much for bringing that up because we have to be very conscientious that what we are doing now, I mean, let's call an ace an ace, in this country we all live beyond our means. We all go to the store and buy stuff and leave it in the bad for two or three days before taking it out, we didn't need it. We are blessed in that but a lot of people don't have that opportunity so I want to thank you that you let them know that they're here, their job is here, we are not planning to take their job, give us 100% of your work, we will take care of you and we are very conscientious that we are waiting for this whole pandemic to blow over and for the governor to say, we lift all the restrictions and lets go back to work and then we can go back to normal to be a productive county as we have always been. So thank you everyone and unfortunately as I said, the oil prices being low affects the oil but it blesses us because I can fill up my car with a lot less money but unfortunately it does not work that way because it doesn't balance out some times. So let's be very conscientious of what we need to do to make sure our country moves forward, Mr. Cowen. Mr. Cowen stated, Madame Chair, the problem is, you know, you can fill your car up but you got no place to go. Ms. Pena stated, thank you for that observation, you are very correct. **Dr. Cantu stated, so before I close, I just, I think, Dr. Gutierrez summarized it well, we will continue to work in a very conservative manner to prepare for this, I am working with the various program directors and administrators on their budgets, for example, the federal funds, the state comp funds and we will provide and update on that and how we are putting those together and how the rollover that was allowed by TEA is actually going to help us so that is some good news. And in closing I would just like to thank the Board, our Superintendent for the continued support that we get, as we move forward, you know, we've mentioned this before, these are unprecedented times, things are changing constantly, this is what we have right now, business and operations, we will have the budget workshop on Thursday at 1:00 p.m. and I will entertain any questions at this time.** Ms. Pena stated, Ms. Laura. Ms. Laura Perez-Reyes, Board Member stated, if I may, I just want to thank you ladies, you guys are a fantastic team, Dr. Gutierrez, you have an incredible team and I very proud of the work that everybody has been doing, we understand that everything has evolved so quickly and we have had to

make numerous decisions. You know, we publish them and then things change and we have to come up with a new release so I just want to thank you guys for absolutely everything, there is so many moving pieces so may, the dynamics, how everything works you know, here with school districts and especially with a school district this size, is bigger than most people imagine you know. And so a lot of times I know we kind of go back and forth and you know, people expect decisions you know, or that the district publish decisions immediately but it takes time and sometimes we do and things change and so you know, I just want to commend you for staying on top of absolutely every single moving piece. I know that everybody has had to learn, adapt and just move the district forward you know and you guys haven't skipped a beat and so I'm very proud of the work that everybody has been doing. The collaboration the communication has been there, sometimes I wish Dr. Gutierrez would stop sending updates, no, I'm kidding, you know, I appreciate, but you know, it's so many constant messages and everybody is working very hard. You guys haven't had a spring break, a vacation and a weekend but you know, I want you guys to know that the work you do doesn't go unnoticed, we are very grateful, because us you we have a district that continued to move forward. I know a lot of districts are in not in the position that we are, they've struggled for many different reasons you know but you guys stayed on top of it so thank you very much. **Dr. Cantu stated, thank you maam.** Ms. Pena stated, yes, Ms. Brown and then Mr. Garcia. Ms. Brown stated, oh, okay, I agree with Laura, excellent presentation, I appreciate so much about what BISD has been able to do, I don't know what the number is now, how many meals have we supplied to our community in the last few weeks? **Dr. Gutierrez stated, we have served over 300 thousand meals since March the 23rd so.** Ms. Brown echoed, over 300 thousand meals, that's a huge effort and paid our employees and kept everything rolling, I appreciate, I think the key here, the flexibility you all have exhibited it requires it and I really appreciate it, thank you. **Dr. Cantu stated, thank you maam.** Ms. Pena stated, Mr. Garcia. Mr. Garcia stated, once again, I think my phone is pretty quiet right now right, it hasn't gone off because we are all here but one of the things that I would let the, our staff out there is make sure you go onto our website you know and follow the credible news out there. Any questions, don't hesitate, we are here to answer those questions for you and I mean, again, in the website you will find your answers and we will be there for you as well. And again, thank you Dr. Gutierrez and staff for the great work that you all are doing. **Dr. Cantu stated, thank you sir.** Ms. Pena stated, go ahead Dr. Gutierrez. **Dr. Gutierrez stated, I just want to thank the Board also because you know, through this crisis, we've been paying our employees, nobody has missed a payment and we are going to try to get reimbursed every single penny that we've spent. Either through FEMA or through the CARES Act, you know, we are going to fight for every single dollar that we can get cause you know we are going to need those monies to retain and keep our staff, not only this coming year but in the years to come. Because it's going to be a financial crisis for school districts to be able to manage the limited amount of revenues that we are going to get compared to now. So we are trying to do everything we can to save as much as we can save, of course, we are keeping the employees in mind and you are going to see on the budget presentation on Thursday, we are going to try accommodate as much as we can, the recommendations of TASB with adjusting the salaries of**

some employees that need to be adjusted and also with some raises that we need to bring some staff members up in their salaries and so we are trying to do a balancing of everything. So you will see on the presentation on Thursday how we are working, we are trying to, making sure that we take care of the employees job and their salaries given the resources that we have, as you can see, we have already spent 2.5 million dollars on this crisis and more expenditures are to come for the month of May but they are being offset by some savings so, which is a good news and then also trying to get as much as we can through reimbursements because we want to plan in keeping everyone in their jobs not only next year but in years to come. And looking at salary adjustments and some salary increases for some groups of employees so that we can be fair to everyone as much as possible, that's what we are working on and that's the goal of the administration and the Board. Mr. Garcia interjected, regarding the salaries Dr. Gutierrez, can you tell us just a little, who is still going to be getting or is there anybody else that is still going to be getting premium pay? And again, everybody is getting paid normally as well, correct? **Dr. Gutierrez stated, right, the governor announced that the restrictions, for the most part, were lifted after April the 30th, so because we are no longer in that shelter in place and restrictions were lifted, for the most part April the 30th, we started with everyone getting paid regularly, how they get paid, there is no time and a half. As far as we know, essential employees are not there anymore because he is opening up the economy more and today he made more announcements and opening up more of the Texas economy. So we are pretty much going back to opening up, in small steps but opening up, not only the businesses, but also the school districts, little by little, we are starting to now bringing back our employees so that for now, finish up the year and then start planning for the fall semester.** Ms. Pena stated, if I may, question, cause that's been brought up several times and I'm kind of between a rock and a hard spot to answer that because it's true, even thought it was lifted by April 30th but we still have it as a voluntary. Because right now they are not mandated to come in to work or they are, everyone is mandated to come to work? **Dr. Gutierrez stated, not everyone is mandated, a few are starting, based on a, if we have a need that we need to do some work, other than that, the others can be coming in on a voluntary basis by checking with their supervisor but there's a few staff members that we do need at a certain time to finish certain types of paperwork or tasks that need to be done during the month of May.** Ms. Pena asked, and do we have a number on those employees that are coming in on a voluntary basis, the ones that are actually on that premium pay, what total of numbers would come in, like say on an average day? **Dr. Gutierrez replied, I would not have that, I would need to get that for you.** Ms. Pena stated, yeah, I think, to see how many cause the teachers are coming, the teachers are on their regular contract pay, the ones that are getting the premium pay are the hourly and wage employees so if you can get us a number of how many were coming in on that daily base. Cause the question and the controversy, and I'm sure all of us have gotten this call, it's because it's a voluntary thing to come in or is it a mandate thing to come in and then they were having voluntary people that were coming in were getting premium pay to come in voluntary. Cause there are some people that there's not enough money in the world to make them come in, the fear is so bad that you can keep your money, they are going to stay home and I have

to respect that. But the ones that were coming in voluntary and weren't getting the premium pay, get a number of how many of those because since we are still voluntary or asking them to come in voluntary, I'm having kind of an issue on the fact of removing the premium pay now because the shelter in place was removed but the voluntary part hasn't been removed, so you see where I'm coming from with that? Cause they don't all have to come in, they voluntarily come in, thank you, Ms. Brown. Ms. Brown stated, well, the way I understood it, the premium pay was based when it was at the height of the virus. **Dr. Gutierrez interjected, correct.** Ms. Brown continued, and also folks who were coming in direct contact with the public, mainly our F&S workers, am I correct? Just want to clarify so there is no misunderstanding here. Ms. Pena stated, and if I may piggy back on that, are we still having, just a minute sir, may I finish? Are we still having food distributed? **Dr. Gutierrez stated, yes.** Ms. Pena continued, so then those F&S workers are still making contact but they are no longer going to be on premium pay, am I correct? **Dr. Gutierrez stated, correct.** Ms. Pena stated, thank you, yes, go ahead sir. Mr. Cowen stated, just so we are clear, the superintendent just said there will be no premium pay, period. Ms. Pena stated, correct. Mr. Cowen continued, you know, and the superintendent can tell everybody to come to work if social distance, you know, is kept in place, stuff like that. Ms. Pena stated, correct. Mr. Cowen stated, he's not doing it but there will not be no premium pay for anybody, you know and that's in place now, right now, since the 30th and the rational for it, Dr. Gutierrez is, the governor has declared that after April 30th, essentially you just have to maintain social distancing but we really opening. **Dr. Gutierrez stated, that's correct.** Mr. Cowen added, okay, I just wanted to clarify that. Ms. Pena stated, yes, and I wanted to throw that out there cause those are the questions that are being asked by the public and out of courtesy, we need to answer them, Mr. Garcia. Mr. Garcia stated, okay, because I guess I misunderstood that we were going to continue with premium pay for those people on the front line that were out there serving on Tuesdays and Thursdays, is that the case or no longer the case? **Dr. Gutierrez stated, no longer the case, we decided that after the 30th it was going to be, the employees have been getting paid all along, and whether they are staying home or not and after the 30th and now as the economy is opening up more, today there is going to be more openings of more of the businesses as well as the governor and the commissioner announced on April the 17th, if I recall, that we could start opening up our schools and starting allowing staff to come in to do work that they may need to do to finish off the year. So after, so it coincided with after the 30th of April when it was opened up the economy for May the 1st, which was on Friday, then we started doing the same where we are no longer going into, we are no longer in that kind of a mode, whereas before, where now we are moving with the state. That we are also starting to, in small steps, starting to open up our schools as well and our district.** Ms. Pena stated, Ms. Brown, go ahead. Ms. Brown stated, you notified us last week that Thursday, April 30th was the last day for premium pay, is that correct? **Dr. Gutierrez stated, correct.** Ms. Brown stated, okay, that's what I remember. Ms. Pena stated, yes, and the reason I bring it up is because we had to change the resolution right, am I correct on that? Because the resolution had a different date, so yes, we were notified but it had to be done properly cause we had said one thing and then we have to do another thing and the conflicting part is, like Mr. Garcia

said, they are still making contact and that's why we were giving them premium pay. And I mean, there's a lot of things that we are walking a line right now and I just want to make sure that we are clear right now cause that's what's causing the confusion and I know I have to respect both sides and I have to respect your request but I want the public to understand, you know, what the reasoning is and why you are using it because right now it's, its, it puts us in a bind. It really does, it puts us up against a wall because we could go back and say, man, we should have just done it to the 30th and go month by month but we never knew things were going to change, so we are trying to be proactive so that's why I wanted to make sure that we clarified that. Ms. Perez-Reyes interjected, Ms. Pena. Ms. Pena stated, yes. Ms. Perez-Reyes continued, if I may, I know that we want to give everybody, I think that, I think that the entire Board agrees that everybody has done a phenomenal job, that has stepped up to the plate, we really do appreciate that. Everybody has come in willingly and has offered to help us in a dire time of need you know, especially F&S, when it comes to feeding kids you know. I think that if the district could afford it, we want to give everyone, we want to give everything to everybody and then some, right. But I don't think that it's feasible, I think that the district has been, you know, mindful, I definitely, whenever this crisis first initiated, my first thoughts were, well, how are we going to take care of our employees, can everybody continue to stay on payroll. That was the biggest concern for me because the mortgage doesn't stop coming, your light bill doesn't stop coming, car payments, student loans, whatever, you know people have different financial situations right and so whenever this first happened, that was my number one concern, right, and that we continue to feed kids. Then we did, we saw what happened with the stipend, 100-dollar stipend for internet, other people were upset they weren't getting it even though they are not having, they are not required to have that communication with students you know. So I'd hate to ask that we create further divide by giving some employees premium pay and not all. You know, all the employees are now having to come back to work via this soft opening that the governor has ordered, a lot of us in different industries have never really had the ability to just stop working, yourself included, your administration, cabinet you know, I mean, I really feel that and like I said, I hate to have this conversation because we want to give everything to everybody, you know, we believe that everybody deserves it. But that doesn't mean that you yourself, your cabinet, everybody, hasn't been exposed and hasn't received any kind of compensational pay, you know and everybody has. I myself, I know Eddie too has gone out to the, some of the campuses during these meal distributions, see how things work, make sure that the lines are running smoothly, we are grateful for BISD Police. Everybody, you know, BISD Transportation, at what point do you draw the line, how much of this can we afford. So when we have this conversation and we say we can, we are not in favor of premium pay, it doesn't mean that people don't deserve it or that we don't want to give it to them, it just means that its beyond our means, we cannot afford, it's not feasible and so I just want to make sure that you know, employees understand that we are grateful but we have to integrate and everybody has to slowly come back to work, thank you. Ms. Pena stated, Mr. Cowen. Mr. Cowen stated, I want to remind the Board, in case, I'm pretty sure they looked at the Brownsville Herald today and Cardone is a company here in town that laid off a couple of hundred, at least two hundred or plus employees,

TRICO I think is laying off I think 300, they are not furloughing they are, you know, let go. You know, that's 5,600 employees right there, we have other businesses that are going to start doing that. Right now in Matamoros, all the maquiladoras are closed, everybody, I mean, you know, the perfect storm, we are in the middle of it in terms of economically and you know, I know it's tough, you know, to have some people stay home and other people come to work, you know, when they don't get extra money because they say they think they are putting their lives at risk or whatever else it is but you know, we are following what the governor of Texas has set up is what we are doing. The governor of Texas said, April 30th, we are going to go ahead and reopen Texas, you know, carefully, but we are going to reopen Texas and the greatest part of the risk is over. And I will tell you and I gave some information to you Doctor and you might want to share it with the rest of the Board, the mathematics of what's involved in when will this be over. And it really, it has something to do with called herd immunity, when society, this kind of a thing, you have a disease that can transmit from one person to up to 3 people, which is just an incredible, measles is like one up to 9 is the most contagious disease on earth, I think for some human beings. But we are not going to be safe until we reach 90% of the population that is somehow or another between vaccinations and just exposure get through this and so at the same time we will probably lose more lives by just staying home. The food industry falls to pieces, everything else falls to pieces so I am not sure where the balance is. But we just have to make a stab at trying to get things back, I mean, it's just, and we, I listened to something on television a little earlier today, one senator from Indiana talking about paying attention especially to the areas that are most at risk and the populations that are most at risk. You know, people that are confined, nursing homes, things like that people didn't expect, you know, the problems they would have, meat packing plants that are just cramped up next to each other you know, they have to reinvent, we are going to have a problem with bussing and I don't even want to talk about it right now but we are. How, you know, putting children on the bus, you know, we have the busses packed, you know, how are we going to do that, I have no idea, but anyway. And I'm glad that we are trying, I don't know what the answer is for everything but I'm really glad that we are trying because it shows that maybe, you know, we will get through this somehow but for the grace of God. Ms. Pena stated, thank you, Ms. Brown. Ms. Brown stated, I think that everyone on this Board, I mean, would all love to have given a hundred-dollar stipend to as many of our employees as we could, it's just very expensive and we chose to give it to the teachers and we weren't able to give it to all. I know it wasn't a real popular decision, we maintained premium pay at time and a half for as long as we could during the, what we think is probably the worst part of this but there is a point where we have to be fiscally conservative because we don't know what lays ahead and our obligation as a Board is to kind of draw the line and say, we have done as much as we can. Looking at the figures, it was all quite expensive and we are not sorry we did it but we have to say now, for now, we are going to have to stop this and we are going to, it's a soft opening we are following what the governor has put forward and cause we are in for long haul here. We are looking at buying a lot of computers, laptops for our students, there's going to be a lot more expenditures, we are not going to get 100% reimbursement from FEMA or CARE or anybody else. So our job as a Board is to say, we have done what we can and we continue to pay our

people, we continue to feed our students or are really any child in the community but we have to draw the line on April 30th and say this is as far as we can go with premium pay and this is what we can do with stipends. Ms. Pena stated, and with that said, I do want to point out that the reason that we are able to continue to pay our teachers is we work on a budget unlike private companies where the money comes in and goes out, comes in and goes out, comes in and goes out, and the way the district is you plan ahead so this is, this has already been budgeted for all the teachers that are out there even though the pandemic came, we had already budgeted to pay them till the end of the school year so that's a real big plus. In fact, we are already getting out budget for next year, it's on the third year. So that is a big difference from working with a private company cause one of my boys works with a private company and they are a 565 million dollar budget a year and they were given a furlough because they do commercial marketing and what can you market right now, everything closed down so we understand that but we are very blessed because we budget ahead of time and the money is put aside to carry you through the whole year and that's why we were able to do what we did so I want to thank you for that. **Dr. Gutierrez stated, and just to finish on this, my priority right now is to keep everyone employed, keep everyone with their jobs and look at our budget for next year where we can still have a balanced budget and that's now my priority. I wish I could give everyone premium pay but it's not affordable, the district will go bankrupt and its, I want to make sure that our employees have a job, I want to make sure they have a paycheck every month and I want to make sure we have a balanced budget and I also want to make sure that I have money saved for the fall semester. It would be more expensive to open up the school year this coming fall than any other previous year because we are going to have to improvise with a different plan on how we are going to start the school year. It may require more transportation, it may require more buildings being open for longer periods of the day, it may require more staff, working at different times and paying them differently. So it's going to, I have to be thinking ahead as a superintendent, what lays ahead for BISD after May, in the summer and next school year along with keeping everyone's salaries as competitive as possible with a possible raise for some groups of staff members. So all of those things I have to keep in mind as we are moving forward and that's, that's on me, that I got to make sure that I bring a responsible budget where the Board can accept and keep the district moving forward and keeping our employees on the job without losing their jobs.** Ms. Pena stated, Ms. Prisci. Dr. Prisci Roca Tipton, Board Member stated, Dr. Gutierrez, I have a question, I know that when I had called you regarding this particular, you know, the premium pay, you had mentioned having an equal rotating schedule to ensure that all our employees are, you know, called in at a certain time and not the same employees. Can you elaborate a little bit more on that? **Dr. Gutierrez stated, well at the time of premium pay, you know we were paying employees time and a half, we wanted to make sure that employees that wanted to come in, if we needed them, to, for them to come in and if there was other employees that wanted to work for premium pay to give them the opportunity for that premium pay as well. So that's what we were doing for seven, six or seven weeks that we paid premium pay, I don't think we had any problems with that Dr. Cantu, I think, and Dr. Trevino, I think it worked pretty well**

with rotating employees and giving them that opportunity. But now we are back to business, we are back to opening the district, in small steps and as we need staff to work with them and call them in. Ms. Pena stated, and I have a question on that, its 1.1, one million, one hundred and forty-two thousand, nine hundred and ninety-nine that was spent on overtime or employees, so can we get, can get a breakdown of how many employees that 1.1 million paid and the time frame which that 1.1 was spent cause this is due only to the Corona Virus, this is not any overtime any other time of the year. So if we can get a breakdown of the amount of the employees and the amount cause that's a lot, to me its high so I would like to see a breakdown on how that was distributed because I know a lot of them, their wages are closer to minimum wage than not so to me that's high so can we please get a breakdown by the individuals that were paid and the time frame they were paid that brought us up to 1.1 million in that 5 weeks, thank you, moving on.

B. Action Item(s):

1. Recommend approval regarding Third Amended Board Resolution #020/2019-2020. Administration is requesting to amend item 5 to authorize and ratifies the decision of the Superintendent of Schools to compensate hourly employees/classified employees, in addition to their full compensation, who came to work during the district closure and performed extra duties with an additional premium compensation in the amount of one and a half of their hourly wage for all time actually worked while the District is closed or at the direction from the Texas Education Agency or the Governor of Texas. The Board further authorizes the Superintendent to make adjustments to compensation at his discretion.

(Exhibit 2)

Ms. Drue Brown, Board Member stated, so moved. Mr. Philip Cowen, Board Member interjected, Dr. Gutierrez. Ms. Minerva Pena, Board President stated, go ahead Mr. Cowen. Mr. Cowen continued, what she just read sounds like you are authorizing time and a half above regular time, can you explain what we are doing just for the public because. **Dr. Rene Gutierrez, Superintendent of Schools stated, what we are saying is that the time and a half ended on April the 30th and then due to the opening of the, right, it expired on April the 30th and due to the TEA and the governor of Texas and if there is any other further adjustments that I would need to, that could be made, to leave it under my authority so we don't have to bring another resolution.** Mr. Cowen stated, this is our 3rd resolution brought to us, I mean, I have a real concern with how these things are being drafted, I mean, have you really looked at it? And I'm not blaming it on you because I know you didn't draft it but I kind of feel we got stuck paying some overtime that maybe people, I mean, they were not line workers out there passing out the food. **Dr. Gutierrez stated, yeah, that's why I told legal to just, I don't want to bring another one, I agree and I believe that by putting the last sentence about authorizing me to make adjustments on the compensation at my discretion, we don't have to bring another one but this pretty much ends the premium pay on April the 30th.** Mr. Cowen stated, so Dr., essentially on this resolution, you know, we are resolving to end the time and a half above regular time, period, okay, and that one took place May 1st on. **Dr. Gutierrez stated, correct.** Mr. Cowen stated, okay, well then we got it. Ms. Pena asked, show me exactly where it says that, that its April 30th, I'm looking and I can't find it? *Mr. Baltazar Salazar, Legal Counsel interjected, if I may Ms. Pena, Dr. Gutierrez.* Ms. Pena stated, go ahead. *Mr. Salazar continued, the two changes that we made that was, it says, it says, the very first paragraph, it says, whereas Covid 19 Virus resulted in the closure of the Brownsville*

ISD on March 23rd, up until, and what we are doing is, Dr. Gutierrez said, we don't know, this is something, it would have been nice Mr. Cowen to do one resolution and get it over with but it has evolved so quickly that we have almost been forced to change it and what this does, is it gives the superintendent up until the end of the fiscal school year, June 30th, that as his discretion or the direction from the governor or the direction from TEA that if, lets for example, heaven forbid that tomorrow the governor say, you know what, I'm going to change my mind, we go back to shelter in place. Dr. Gutierrez, without coming back to the Board, without coming back for an amended resolution can say, you know what, I as superintendent am going to invoke the time and a half again because things have gotten serious again. So that's giving the superintendent that latitude to do that and so that's what we did. Really, really, we changed item number 5 where it talks about giving the superintendent the discretion. Ms. Pena stated, so if, correct me if I'm wrong, so on here you are not putting the premium pay stops April 30th, you are putting that the superintendent can make any changes as he wants so then his going to, he in essence says, I already announced that I'm stopping it but now you are going to give me authority to backtrack to what he said. *Mr. Salazar stated, right.* Ms. Pena continued, in other words, forgive me, we put the cart before the horse, at this point in time so now you are asking us to go ahead and approve for him to make any changes that need to be made cause on here it doesn't mention anything about the April 30th cutting the premium time. But you are asking us to approve that any changes he needs to be make will be retroactive from April 30th, is that what you are saying? *Mr. Salazar stated, that's correct.* Ms. Pena stated, but that's not in here. *Mr. Salazar stated, right, and I think I sent the Board an email as to what my position was and the clarification that Dr. Gutierrez made and it was not only Dr. Gutierrez, Dr. Gutierrez, Ms. Garza, Dr. Trevino I believe was also involved, was that as long as all the employees had notice that the last day of time and a half was going to be on April the 30th, that that way everyone would know and they wouldn't be showing up on May the 1st or May the 4th thinking they would be paid time and a half. So as long as every employee knew and the directors, the principals and everyone else knew that that was the last time. And again, the superintendent has that discretion to do it, but yes, you are asking.* Ms. Pena stated, yes, I understand that, but my point is if I may, just answer this question, my point is that lets say it gets approved today, May the 5th for him to make that, that change, but what I'm hearing you say is that it's going to be retroactive because he changed it to April 30th and we are already May the 5th so this is going to be effective the 1st and the 4th and the 5th which makes it retroactive which I have a little bit of a problem because there is no date in here so it doesn't say in here it can be retroactive and you know how it is, whenever you take anything to court, they are very picky on the verbiage and it doesn't have that on here so I don't know if that is something that needs to be said because if we approve it today it's from today forward, that's the way I see it but according to what you have announced it has to be retroactive because he said it ended on the 30th not today the 5th. *Mr. Salazar stated, this was the happy medium between having a meeting on the 30th a Special Called, that's one item or just letting all the employees know they were not going to be paid time and a half anymore and then just getting it approved, yes, retroactive on May the 5th so we wouldn't have two Special Called Board meetings or a Regular meeting and a Special Called Board meeting and that's a decision the superintendent made and I respect it but I think I have addressed the Board.* Mr. Cowen interjected, Madame Chair. Ms. Pena stated, Mr. Cowen. Mr. Cowen stated, just so I can ask Dr. Gutierrez a question, essentially the language that says the Board further authorizes the superintendent to make adjustments to compensation at his discretion and in your discretion you are ending

premium pay? **Dr. Gutierrez replied, yes, I ended it.** Mr. Cowen interjected, you ended it April 30th, and so, the only thing we did, we did have a little nebulous before and so what took place April 30th going back, we are ratifying your decision because that was also a little nebulous that way it was working out as well. **Dr. Gutierrez stated, correct.** Mr. Cowen asked, is that correct? **Dr. Gutierrez replied, correct.** Mr. Cowen stated, okay, I would like to have a dollar figure on, you know, what that vagueness cost us, thank you. Ms. Pena stated, and also a question, how long is this going to stand as long as him having the discretion to do things? Is it only because of the pandemic and the Covid 19? Is it specific for this or is this going to be broad? *Mr. Salazar stated, this is, this is up until June the 30th, 2020 and the reason that is it's bec*ause *it's the end of the fiscal year so the Board, if something were to change between now and then the Board would have to come back July the 1st and get a new resolution. But we are being optimistic, hoping that everything will go back to normal, close to normal.* Ms. Pena stated, God willing. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, motion passes, 4 yes, 1 abstention. I already closed it, that's why, what is it that you want to vote maam, I can do it for the record? Okay, you voted yes, I will just put it down.**

Motion made by Drue Brown, seconded by Laura Perez Reyes, to recommend approval regarding Third Amended Board Resolution #020/2019-2020. Administration is requesting to amend item 5 to authorize and ratifies the decision of the Superintendent of Schools to compensate hourly employees/classified employees, in addition to their full compensation, who came to work during the district closure and performed extra duties with an additional premium compensation in the amount of one and a half of their hourly wage for all time actually worked while the District is closed or at the direction from the Texas Education Agency or the Governor of Texas. The Board further authorizes the Superintendent to make adjustments to compensation at his discretion.

The following vote was recorded

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

Motion Carried: 5-0-1

Ms. Pena stated, yeah, at this point I want to abstain because I have too many questions unanswered and I just don't want to get into the details but I respect your decision but I'm not comfortable with the way it's written, thank you. Ms. Laura Perez-Reyes, Board Member interjected, if I may just add to that, I thought that was the intent from the very beginning from the first resolution was to give the superintendent that ability to have that discretion to make the necessary calls because we've all realized from the very beginning that it was all going to continue to just evolve so rapidly. So I wish that we would have had better wording from the very beginning you know, to have put a second or a third resolution to rest but you know, what's done is done. I think that what matters is the intent was always to give you that discretion Dr. Gutierrez, thank you. Mr. Cowen interjected, I'm in accord. Ms. Pena stated, thank you, moving on.

2. Recommend approval of the CPR Waiver for the 2019-2020 school year for the candidates for graduation who have not met CPR requirement due to COVID-19 school closure.

(**No questions or concerns)**

Motion made by Philip Cowen, seconded by Drue Brown, and unanimously carried to recommend approval of the CPR Waiver for the 2019-2020 school year for the candidates for graduation who have not met CPR requirement due to COVID-19 school closure. (6-0)

VIII. Board Member Request(s)

A. Action Item(s)

1. Discussion, consideration and possible action regarding the recording of Board Meetings - executive session. (Board Member Request - Eddie Garcia/Board Support - Philip Cowen)

Mr. Eddie Garcia, Board Member stated, yes, I made this request as we are currently doing audio recordings, now, it is not required to do audio recordings. Should executive meetings be recorded, most definitely, but it's not advisable that we do audio recordings and the reason is it's for liability reasons and I know some might disagree with that but the minutes are the only record of the executive session in the meeting. And again, as long as they are recorded, that's the only requirement that is needed to protect the organization and should only capture the actions and discussions taken at the time. Now, are minutes kept in executive session like I said, minutes should be kept of business transacted during closed session, however, such minutes are only accessible to those who had the right to be in executive session, later was the subject of the closed session, is no longer confidential, the Board can close, to open the minutes to the Members. So, again, the minutes are still going to be kept, the only difference is that they are going to be written and not recorded, audio recorded, that is. Ms. Minerva Pena, Board President stated, Ms. Drue. Ms. Drue Brown, Board Member stated, I understand where you are coming from Mr. Garcia, but I think in the interest of transparency I prefer the recordings, I think at times, minutes can be a bit ambiguous and I know from my own personal feeling, I support recording them. Ms. Pena stated, Mr. Mr. Philip Cowen, Board Member stated, Madame Chair, in 1987, the school system got sued, the Board got sued and we lost, temporarily and we had a 400 thousand judgements against us and the only evidence was the tape from executive session, I mean, that's what sank us temporarily. After that, our Board Counsel which was, Roerig, Oliveira and Fisher, after that, they went back to doing a certified agenda. Before that, what was it, law suit, our executive session was probably 3 times as long as it was after when we were just doing a certified agenda. And a certified agenda is just very simple to do, somebody just makes a little note about, you know, the item that you are dealing with, discussion, whatever, you can even group some things, at least 3 items were discussed together, all personnel was discussed, whatever else it is referring to the agenda roman numeral and when you get done with it you put the certified, what was it, agenda from executive session into an envelope and seal it, we give it to Pat and we are done and it's been done in the past before. I know that the last time the district got sued, it cost us several hundred thousand, 400 thousand dollars at least in legal fees and things like that. Our Board Attorney got sued, somebody in this room got sued and a previous Board President got sued and what tied the district up for years on this law suit was the tapes from executive session. You

know, I know that there is a feeling by some that you have security because I can be certain that this is what, you know, I mean, somebody is going to accuse me of doing something, I can say, well, listen to the tapes, I didn't do it. It doesn't turn up that way, they listen to the tapes and they come up with another reason, well, they discover things that were said that maybe shouldn't have been said which was what happened in our case in 1987. The tapes also could be subject to discovery, if somebody is suing us, they can just start going at one after another, after another, after another because somebody is saying there is a pattern there, looking for patterns, race discrimination, age discrimination, sex discrimination, whatever you know. Termination against people with health problems, whatever, you are creating, essentially, the basis of a law suit every time you record these. I think the most important thing is, you have an agenda in executive session, you run an executive session just like we do the agenda in open session, you call an executives session order, you state what the first item on the agenda is, if there is any discussion, you think we need to look at it, whatever else it is, like personnel, these are the items, okay, let's move on to second, third, fourth and you have some discussion on some law suits may be looked at, that can be dealt with and you know, you should get out of executive session in my estimation, you should get out, unless you are having a grievance hearing, half an hour at the longest and I know that sounds incredible. I've had executive sessions since I've been on this Board when we go into executive session at 8 o'clock or 8:30 and we come out at 1:30 and you know, it's just going on and on and on. And I think the taping creates issues, it creates problems and it creates a record and I, that's why I supported this item here and I can tell you, you know, don't feel secure you know, because, and in terms of transparency Ms. Brown, you know, there is no transparency in executive session, you know, maybe among each other or whatever, you know it's supposed to remain private because we are discussing personnel and other legal issues and things like that that is not meant to go to the public, so. Transparency takes places here, but you can't do in executive session of course, you can't vote in executive session you just go ahead and discuss an item and come out and move in open session to go ahead and do something. So I, the best protection in my estimation, you know, just from my own experience and I've seen it, is that we just have a certified agenda and that the Board President appoint somebody to handle, do the minutes you know, it could be the Board Secretary, I'm not talking about Pat, it could be Dr. Tipton you know or whoever, somebody could write down the minutes very simply, it doesn't have to be so complicated, anyway, that's. Ms. Pena stated, thank you sir, now, with all due respect, I beg to differ, we got 3 law suits that we were able to win and it was beneficial to the district because of those recordings, 100% and the recording keeps us in line from saying things. I was raised to think, el que nada debe nada teme, and everything that I say and when I speak, I speak like I'm being recorded all the time and when someone said I said something I got to own it because I said it. Cause it's a lot easier to eat crow than a whole buzzard cause it gets bigger and bigger when you deny it. I do respect how you feel about it and working in law enforcement, grand jury's are recorded and they are put away and no one sees it until somebody had to call it cause there's an issue. So yes, the protection is there, it is very hard and very difficult when you have a lot of passionate people speaking at the same time trying to have a secretary write it down and it will slow us a lot more down because you have to stop, wait, I haven't finished what he said, because everything that is said had to be recorded because if it's on topic and if it's on what we are discussing, the secretary has to write it down just like I see when we get the notes from Pat, she writes every little thing that we say and thank goodness there is a recording cause Pat could not keep up with us. So I do respect how you feel but I think it's

a better protection for the district as a whole to be able to have a recording to go back and say that didn't happen and there was 3 law suits that we were able, in fact, the one that you mentioned we were able to win because the stuff we were getting accused of that was said was never said and it was proven. And the reason that it dragged on because they were trying to find a way to make it be there and they couldn't as hard as they tried. So with all due respect, I respect how you feel but at the other end of the spectrum, this is how I see it protects the district as a whole, Ms. Laura. Ms. Laura Perez-Reyes, Board Member stated, thank you Ms. Pena, when we spoke about, when I saw the agenda on Friday, I always like to see what other districts do right, see how they operate and I checked with at least 4 to 5 different districts, neighboring districts and nobody records, nobody records, so I have a question for Legal. What, as far as TASB is concerned, what's the recommendation, what are, I mean, obviously I understand it could be a liability, in some cases its going to help us, I think that sometimes it can hurt us more than help us because everybody is so passionate I think that we can get off track and discuss things that are maybe not on the agenda, I think that that's a problem. What are some of the better practices as far as TASB is concerned? *Mr. Baltazar Salazar, Legal Counsel interjected, if I may Ms. Pena.* Ms. Pena stated, yes sir go ahead. *Mr. Salazar stated, Ms. Laura Perez, the requirement is they have recorded or they have minutes and we have been involved in at least 3 cases that we, the minutes or the recordings have saved this district hundreds of thousands of dollars in legal fees and judgements and the reason is, the Board, the way it sits right now, is not the same Board that sat here two years ago. So if someone wants to know, what did Ms., what, or four months ago, and that's my point is that it's always changing, Board Counsel will change, secretary will change, Staff Attorney will change, HR will change, but when you go in there and you've got it recorded, you've got it recorded. And unfortunately, as Mr. Cowen knows, these law suits don't, you don't get sued today and then you do discovery next month, you get sued today, they don't go to discovery till a year and a half, two years, so by the time they transcribe it's going to be 2 and a half to 3 years. The one we are talking about took 3 and a half years before a federal judge ordered the transcript and people don't remember what happened 3 and a half years. Are the Board Members still around, is Board Counsel still around, is the Board President, is the superintendent? 3 and a half, we've been through 4 superintendents since that law suit was filed, you know, we've been through, probably, 8 Board Members so for purposes of a record to be transparent, to be accountable to the public, these are public funds and there is no secrets in executive session, that's a fallacy, those are public funds, you need to decide to hire somebody or terminate somebody, you are dealing with public funds. Any time you are involved in a law suit, whether you settle or not settle, you involve public funds so I think there is a fallacy that what you do in executive is secretive, it's not secretive. It should be totally transparent because you are dealing with the public funds, public tax payers funds, where we are funded by the state, local and federal even and again, this is a big district a lot of things go on and I can't speak for Mr. Salinas but I can tell you that the recordings have been a blessing, there's been accusations at times from Board Members that didn't say one word, yet in the law suit, federal law suit they said that person said I was going to prison, that person didn't say one word yet we still have to defend it. So I disagree that Mr. Cowen, respectfully disagree that it's a liability, I think it has been an asset for us because and it also tempers, it tempers Board Members cause we have to stay on, not me but, at times I know that the Board gets after me that I'm not a Board Member, Mr. Salazar, you are not a Board Member, you shouldn't be butting in but my job is to try to keep the Board focused on the agenda items and sometimes, because for whatever, people get*

passionate, they go off, I have to kind of redirect the Board. And so if a federal judge looks at it or hears it, and it's only a federal judge, it's not open to the public Mr. Cowen, those are, both times that the judges, federal judges, state judge have ordered a transcription, they steal under seal and the judge decides whether it's going to be even accessible as part of discovery, so it's not, we have never had anybody, discovery, discovery, discovery, Mr. Salinas and myself. Mr. Cowen interjected, in 1987, it was made public. *Mr. Salazar stated, right, in the.* Mr. Cowen added, the transcription. *Mr. Salazar continued, in the last 8 years.* Mr. Cowen interjected, the transcription was made public by judge Vela. *Mr. Salazar added, I the last 8 years, it has not been made public, everything is kept tight, I fight real hard to keep them sealed and so does Mr. Salinas. And again, we leave a record, I think it's important, when someone comes back in 3 years from now and says, what did they say? Did they really offer that employee an extra year on the contract or did they leave it up to the superintendent's discretion? It's going to be in there, if you ask me or any Board Member, what was that, if they were to ask you, Dr. Gutierrez, what was that decision in Edinburg, 3 years ago on that one person that you all terminated, are you 100% sure? It would be difficult right***?* **Dr. Rene Gutierrez, Superintendent of Schools stated, if you are asking me the question sir, in my 10 years, we didn't record a single executive session and records were never asked.** *Mr. Salazar stated, right.* **Dr. Gutierrez added, in my 10 years, that's all I can.** *Mr. Salazar asked, but my question, would you remember what happened on that day?* **Dr. Gutierrez replied, no I don't but.** *Mr. Salazar stated, okay, and that's my point, if I have a record, I can say, Dr. Gutierrez, in 2015 you said this and here's a recording and so it's a much better memory than yourself or myself. So it's good to have records, I believe records, again, it's not about me, it's not about Board Members, it's about the district and again, that's.* Ms. Perez-Reyes interjected, and you know, I just. *Mr. Salazar stated, that's the reason I believe we should continue to have.* Ms. Perez-Reyes continued, as far as TASB is concerned, though, de we have any recommendation from TASB, anything that you have. *Mr. Salazar stated, state law is under the Texas Open Meetings Act, is that we either have minutes or recording.* Ms. Perez-Reyes asked, but it doesn't advise, it doesn't recommend one versus the other. *Mr. Salazar stated, it's either or, right, correct.* Ms. Perez-Reyes stated, and one of the reasons why I feel like it really hasn't been a benefit that we, and granted, I wasn't part of those law suites, but whenever we have had differences or one remembers one thing and the other remembers the other thing, no one has ever said, oh, let's go, in fact have asked, oh, let's go back and play the recording. For whatever reason, it's not something that we've ever done, we've never, for as long as I've been here, we've never taken advantage of that record that we preserve so much you know. So in a sense, I don't see a purpose, I understand we want to be transparent, I don't think that nor recording is equivalent to lack of transparency or desire to be transparent because we haven't used them and because they are still not accessible to the public, you know, it's, like you said, it has to be a federal judge that would have to come back and order that so, you know, it's different, you know. *Mr. Salazar stated, just so you know, you are entitled to go back and look at the last meeting or hear.* Ms. Perez-Reyes stated, I know, and I have, but. *Mr. Salazar added, every sitting Board Member.* Ms. Perez-Reyes stated, as a Board, we don't do it and you know because it's happened, we never, as a Board, any time we remember one, remember something differently from the other, we've never actually said, let's get the record, let's hear it, let's play it over, we've never taken, and I just have an issue with that you know. If it's so important that we preserve these records for transparency, to better remember something, why don't we ever use them, you know? I think that's why. *Mr. Salazar interjected, maybe*

you haven't used them but I've used them, Mr. Salinas has used them, Pat has used them. Ms. Perez-Reyes interjected, I have used them, I mean in our official capacity, as a body we haven't with you as Counsel sir. *Mr. Salazar stated, no, we have used it.* Ms. Perez-Reyes interjected, no we haven't, for as long as I've been here sir we have not sat in the back and pulled a record and played it and all of us listen to it. *Mr. Salazar stated, oh, okay, but the recordings have been used, they have been used by a federal judge and a state judge and we've had transcribers and another point, I, Mr. Garcia, you are in law enforcement, Ms. Pena, you are in law enforcement, why do you think that federal grand juries, they have a transcriber there for everything that is said in a federal grand jury and those are secretive? In a state grand jury, guess what, they have a transcriber, why do you think they do that? For the record, because it's not about Luis Saenz or the US Attorney, whoever is there at that time, it's to have a record so that when they come back 10 years from now and that person says, you know what, I was wrongly convicted because lieutenant Garcia got up there and he lied in the grand jury, he can't defend himself but if there's a transcript, then they can go back and I'm, it is sacred, the transcriptions are very common in federal court, grand juries, in state court, the grand juries they are also required, and again, as a School Board, as an elected, as a tax, you know, a taxing entity, I believe that the best practice is to record it, that way its either there or its not, it was either said or it wasn't.* Ms. Pena stated, thank you, Ms. Brown. Ms. Brown stated, I've only been on the Board, well, not quite two years yet but I do recall, and I don't want to say too much, but I do recall and instance where we were back there and we were trying to make a decision and it was something from the past and the tapes had been listened to because there was some question as to what the Board has truly decided and it's been within the time period that I was on the Board and we didn't listen to the tapes but the tapes were reviewed because there was some question as to what the decision of the Board was, that I do recall. Ms. Perez-Reyes interjected, well, if I may just respond. Ms. Pena stated, let Mr. Cowen and you will be next. Mr. Cowen stated, I do recall the same thing but I think it was, and I'm not trying to beat up on both Counsels, I think it was a little sloppy, they had not kept track of, essentially, as discussed, you know, like we come out as discussed and nobody wrote down what we discussed so they had to go back and listen to a 5-hour tape to go figure it out. I think if you are going to continue doing this, you ought to take minutes anyway and you know, you will have some stuff and the Board is going to agree to hire these people, do this, do that, because you know, somebody wants to get an answer to a question, you got to go out and listen to the whole tape to find out what section of the thing of a 5-hour period, you know, that you are going to look for, you know. And it can be easily done by just, you know, you know the agenda item, you know the number of minutes you are into the tape, write the time there, it was dealt with, the next one, the next one, the next one, we have something that is easy to follow, right now we don't. So I would like that part of this, if we can get this thing done, cleaned up so we can at least, you know, find stuff later on. You know, right now I feel like we are a library and you took all the books in the library and threw them in a box you know and you got to go find the book you want, you are going to have to go through one at a time till you come up with it. Well, we can do a better job of organizing what we do in executive session, we need to do it. *Mr. Salazar stated, you are talking about a hybrid where you would have the items and then the minutes on the recording but then again, we go back to the recording, you know, at 5 minutes and 36 seconds we discussed the hiring of a new principal, for example, we could do that, that would be a hybrid to also, it would be better to track the items when we started and when we finished them and that's okay, but to do away with the recording, again, I don't believe*

that's the best practice. Ms. Pena stated, we should do both, but thank you for bring that up. Mr. Cowen interjected, I think we should do both if we are going to continue. Ms. Pena echoed, we should do both. Mr. Cowen continued, I think what we need to do is, we need to just come out of executive session quickly, I mean, we don't need to be, you know. Ms. Pena stated, sir, we have been saying that for the last 12 years. Mr. Cowen added, a long time in executive session, I mean, like tonight, we have hardly anything on executive session, why do we have to sit over there and talk for 3 hours for, 2 hours or 1 hour. Ms. Pena stated, your points are well taken. Mr. Cowen stated, you know, I mean, it's just get in and get out, the longer you stay there, you know, you are going to have problems, you know. Ms. Pena stated, thank you sir. Mr. Cowen added, get mad at each other, who know, I don't know you know. Ms. Pena stated, thank you sir. Ms. Perez-Reyes interjected, that never happens, no, I just want to follow up, Drue, yes, I know we reference and we have to, you know, depend obviously on Counsel, but us as a body have not sat and listened to the tape, which is why I reference, because on at least two occasions, I have wanted to and I've requested to do that and it hasn't happened you know. And the one time I did want to go back and play the tape, it was a 4-hour tape and for whatever reason, we didn't follow the chronological order you know, so it was terrible, it was a terrible experience so you would think that if we are going to continue this practice we definitely have to brush up on it, definitely, because it defeats the purpose you know, that's it, thank you. Ms. Pena stated, thank you, Ms. Prisci and then Mr. Garcia. Dr. Prisci Roca Tipton, Board Member stated, yes, Dr. Gutierrez, I just, I know that Counsel mentioned that they've used the tape and so has Mr. Salinas, can I address, Mr. Salinas, not that I don't trust what you were telling me but I just want to hear from you, has it been beneficial to you, the recordings during some of the cases? ***Mr. Miguel Salinas, Staff Attorney stated, it's a double edge sword Dr. Tipton, its confirmed some of the things that we believe we've advanced in, in court, its helped us, but there are outliers some of the Board Members with a minority opinion, will say stuff that is contrary to what the Board majority voted on and the other side will pick up on that. So it's a double edge sword, it has saved us, but there are instances and I think this is a good learning experience for the Board, you have to be mindful you are being recorded and if you are going to say something its going to, there's going to be a record. And I'm going to get on my soapbox, you are right Mr. Cowen, you need to come out and tell us what it is you decided because I don't know, so I am left, the superintendent is left, what, what was, as discussed in executive session? And that's subject to memory and I may not need that information for two years and someone will tell me, that's what we discussed and the lawsuits that I've been involved in, where that's been an issue, there's been a divergence of opinion, I've had Board Members say, no, that's not what we discussed, yes it is and the tapes have saved us in that instance. But the tapes have also recorded things that shouldn't have been said, as a trial lawyer, this is an exceptional thing, we are not going to use those tapes very often, we've used them, I've been, this is my 6th year with the district, we've used them on 3 occasions, that's very good. But litigation has changed, when I started practicing 30 years ago, we didn't have digital devices, we didn't have people recording everything, people relied on good old fashioned police work, what did the eyewitnesses do? What did someone say? Now, it's a digital age, juries, people and especially as the juries get younger, they want recordings, if you didn't record it, it didn't happen. That's a reality as a lawyer that I have to deal with, if I have a tape, it carries more weight than what someone saw. That's a reality, as a lawyer, its evolved and if I don't have that tape, it's going to hurt me because the other side said, the reason you don't have it, you didn't record it is because you were making***

that discriminatory statement or you had that intent. And the tape, if the Board is mindful of that, it can help us but it can hurt us and it has because there are Board Members that are going to express their opinion and it's going to be contrary to the districts best interest. And I'm sorry that's long winded but that's the reality, it's a double edge sword and I'm not, you know, I guess us lawyers never give their opinions, they just give both sides and that's what I'm doing but it is. Ms. Pena interjected, walking on the fence. ***Mr. Salinas continued, it has helped us in cases that we have been on, I'm going to trial in a month and there was things mentioned by Board Members that were different than what the Board majority voted for and that is what the other side is going to hang their hat on, see, that, that is what was intended, it doesn't matter what the Board did. So I have the Board majority, what they voted on, but I am going to have to deal with the things that were not so pleasant.*** *Mr. Salazar stated, and if I may, I think Mr. Salinas brings out an exceptional point, we have been involved in one lawsuit and I'm not going to go over the lawsuit but it involved, unfortunately, it involved a fatality, and in that case, guess what, the video was being taken and right as the incident is about to occur, there was a damage on the video and we settled that case very close to 7 figures and the reason was exactly what Mr. Salinas said, a federal judge denied our summary judgement because he said, the average juror is going to think, what happened to that tape? Is just happened to get damaged right before the incident, how convenient. Again, this is a younger judge, they are thinking like that, they expect the district to have the tape, they expect them to have then in the halls, we now have them in our, in our self-contained special de classes, were there, we can't roll the clock back but that lack of recording cost us, and I say, our carrier, our insurance carrier, close to 7 figures because we didn't have the tape. So I think that's a really good point that Mr. Salinas is making.* Mr. Cowen stated, Madame Chair, I wanted to make a suggestion here, you know, Mr. Garcia comes on board here and he's on another Board, he's Chair of another Board, I think it's a charity Board or something, you know, I'm not sure what it is, but anyway, they don't record their executive session so he has a concern we are creating evidence and I understand that. But we do have policy review that has been taking place and if TASB can look at this as part of the policy review, I think that would be something good because they may have some suggestions there too. You know, they deal with 1,111 or 12 school systems in the state of Texas and I don't think there's 1,111 different ways you do things but there are probably about 10 or 15 different ways people are handling these kinds of issues, see what they say in the process. *Mr. Salazar interjected, and I kind of like your hybrid idea Mr. Cowen of having the recording and saying, when we go into executive session, I do number 1, we started at, you know, 6:05 on the recorder and then the next one was at 6:07 and that way we could track it if we need it, but definitely we need to record it.* Mr. Cowen stated, you can record it but you just need somehow a map to that recording because like her 4-hour experience there is just, you know, and then if you do take the minutes that way, and somebody work on what the Board discussed and you can write a short synopsis of that which is an abbreviated, what was it, abbreviation of the as discussed so you don't have to go look at it, you know. Mr. Garcia interjected, and again, you know, the state recommends to be done either way, both of them have a 2-year retention and again, the expectation is that you are to, once again, capture the actions and the discussions taken and at that point, those, that is what is going to be provided to be sealed in regarding that executive session. And yes, like you said, this is not something that is secret but then again, it's supposed to be confidential, and it's supposed to be confidential that only those members that need to know for that time should have access to it. And like you said, the example that you brought up, exactly, that is

what's being done here in open session, what happens in executive is totally different but I agree with Mr. Cowen, lets reach out to TASB, see what the recommendation out there is and I'm in agreement with that, not a problem. I serve on another organization that primarily receives federal funds, it's a medical facility and we do not have an attorney on board during our executive session, a lot of items are discussed regarding medical records and all that so I am familiar with all that and that is one of the reason that I brought this up front. I've been on that board for 12 years now, so again, I agree with Mr. Cowen, let's go ahead and have TASB give us some feedback on that. *Mr. Salazar interjected, and if I may, I don't think, the Board, with all due respect, I believe it's a non-profit corporation and it does not follow Texas Open Meetings Act, they don't put an agenda, they don't do all that and we are, as a public entity, we are required to, that's not a public entity, it's really a private entity.* Mr. Garcia stated, no, it's not a private entity, our funds are federal funds, it's a federally qualified health center. *Mr. Salazar asked, so do you all post agenda items?* Mr. Garcia replied, we do have an agenda and we follow the agenda including the executive session as well, it is open as well to the public. *Mr. Salazar asked so it follows the Texas Open Meetings Act?* Mr. Garcia replied, yes, it is open to the public. *Mr. Salazar asked, no, my questions is, does is follow, those are two different things? Or if you don't know that's fine but my understanding is.* Mr. Garcia asked, you are talking about 551? *Mr. Salazar stated, yes, my understanding is it's a non-profit corporation, it's not a public entity and the Texas Open Meetings Act does not apply to the non-profit organizations such as the Boys Club, the Girls Club, the Boy Scouts, the Red Cross, they don't have to open their meeting up to the public, but we do.* Ms. Pena stated, one is a mandate and one is a choice, and that's what you are trying to say Mr. Baltazar and with all due respect I know how people feel about it but I've always said, I believe that the recordings have saved us more that it hurts us and it keeps us in line and always speak like you are being recorded because ladies and gentlemen, there are people that I talk to that I know are recording me and they're so funny cause they don't know that I know that they are recording which is fine cause I own up to what I say. And if you have nothing to fear, there is no reason to have a recording and its very true, that recording cannot be listened to by anyone and it takes a judge and a court order to bring that recording to the public. Any one of us can go in and say, Pat, I need to listen to this and go sit yourself down and listen, you are allowed because you are part of that recording, that's why you are allowed to go listen to it. Now, if things have come out of executive, oh my gosh, I've been here 12 years and everything that happens in executive is in the blogs and 30 minutes after the meeting is over, sometimes before the meeting is over. So that's something that we can't stop because of the freedom we have in this country but that's not here or there, the recordings, I do believe, have more of a protection for the district than not and I'm always looking out that the district is protected in the long run, that's just my personal opinion, Ms. Brown. Ms. Brown asked, so it there, are we just discussing or we are going to have a motion? Mr. Garcia interjected, yeah, let's go ahead and let TASB bring us some information and we will take action at that time, so at this time, I guess no action to be taken, let's move on. Ms. Pena stated, thank you sir. Just real quick, just a note, the recordings will continue until such time in executive session, please make sure that we note that. *Mr. Salazar stated, and I will, I think Mr. Cowen, with the Board's permission, I will keep the agenda items and I will note on the time so that if we have to go back, because we've had that happen before where Ms. Perez or Mr. Salinas and myself have to sit down and go through the 4 or 5 hours and have to time it and then, actually, when we turn it in to the federal judge or the state judge, we have to tell the judge, this is where it's at cause they don't like to look for*

it either. Mr. Garcia stated, and again, we are going to be asking TASB for recommendations to see where all this stands. *Mr. Salazar stated, well, TASB is going to always tell you talk to local counsel, I mean, that's kind of, but the law is that you either record it or that you keep minutes, but those are.* Ms. Pena interjected, and TASB will say, what do you want to do, and I'm sorry, I've been here long enough to know that's what they say but we will respectfully ask them, I agree with that. Ms. Perez-Reyes interjected, you know, just in closing, I'm just really curious as to why other, if it's a better practice, obviously, why other districts don't do it? *Mr. Salazar stated, BISD is the best choice maam.* Ms. Pena stated, amen to that. Ms. Perez-Reyes stated, well, I'll agree to that, but, but, you know, most districts want to have best practices, you know, and I just can't believe that we are the only district in Cameron county that records executive session. *Mr. Salazar stated, all the big districts, San Antonio, Houston, Dallas, Fort Worth, all the big boys, El Paso, they all record them, it's only the little San Benito's and the Santa Maria's that don't.* Ms. Perez-Reyes stated, well, I didn't, I wouldn't put them down either cause we are all public school strong right, but. Ms. Pena stated, he meant to say smaller districts. **Dr. Gutierrez interjected, the only thing is, we need to follow the agenda in executive session and stay on the agenda and that's it, that's all I'm going to say about that.** Ms. Pena stated, that's always been the case sir. **(No action taken)**

IX. Superintendent's Report: * SB1566

A. Conference Presentations:

1. Brownsville Independent School District Financial Report for the period ended April 30, 2020.

Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees asked, no questions maam on item 1? Dr. Rene Gutierrez, Superintendent of Schools echoed, any questions on item 1 for Mr. Robledo? Mr. Philip Cowen, Board Member stated, I have one question, and I suppose it's here, I was just looking for, we had a kind of a construction fund balance, you know, just kind of curios what that is, I was looking for it here. I know that you have 75 million dollars' worth of expenditures in there somewhere on the first page, then you get down to a fund balance of, a very hefty fund balance, not quite where we wanted but that construction fund balance, where is that?

Laura Perez Reyes stepped out at 7:50 p.m.

Mr. David Robledo, Chief Financial Officer stated, so when we look at the, I guess later on in the agenda, when we see the payments being made out for construction projects. Ms. Pena interjected, sir, I can't hear you. **Ms. asked, can you push the button?** Ms. Pena asked, I don't know if it's too low or. **Mr. Robledo stated, its green, there you go, let me get closer.** Ms. Pena stated, thank you. **Mr. Robledo continued, so later on we review the payments for construction, you will notice, always, on the first page it will say, this payment is going to be paid out of fund 187, 198, those are all comingled with that first page and so what we can do is give you a breakdown during a Facilities meeting or what I will do is I can give the superintendent a report and that way we can get that to you very quickly.** Mr. Cowen stated, just wanted to know, what, you know, putting aside everything we have already agreed to spend like the little gyms and everything else, what do we have left over we haven't specifically allocated? We don't need it right now, just some time or another. **Dr. Gutierrez interjected, Mr. Robledo, can we bring it for Thursday, to the Budget meeting? Mr. Robledo stated, exactly, that's what we will do, we will bring it for Thursdays meeting.**

2. Brownsville Independent School District Quarterly Investment Report for the period ended March 31, 2020.

Dr. Rene Gutierrez, Superintendent of Schools echoed, any questions on? Mr. Philip Cowen, Board Member stated, Mr. Robledo, I have one question and I don't, I've been reading some stuff from Noe Hinojosa about the market and some other stuff, Covid issues in terms of, quarterly investment, I know we don't make a lot of money, you know, in terms of what we have invested on short term, but what is the future in the next year look like in terms of this short term investment, I mean, do you think we are going to get negligible income out of this or do you think it might stay where it is right now? **Mr. Robledo stated, we always look at the current market and so right now, what sets the base is what the federal interest rate is and so if you have been seeing kind of what the news has been, they've been lowering it, that interest rate. And what that does it lowers the base, so like for the treasury bills and things of that nature, on the second page of our report, we do show the interest rates that our investments do earn and so we are way above what the T-bill or those particular treasury are earning. So luckily we have a variety of different investments but if you look at last year, there is a big change and that for future, it will probably go in that downward trend. So we are going to have to find new ways to kind of make up those dollars but, again, we could talk about this during the Budget Workshop also.** Mr. Cowen stated, and Dr., even by the Budget workshop, we won't have an answer but that's a good question to ask I think, you know, the long term return on your investments, you know, like 3, years, 4 years, 5 years, because you know, business is going to be severely impacted. **Mr. Robledo stated, yes, so for at least for the budget purpose, interest income, we are going to anticipate a lower interest income, either that or .25, its very low right now.**

Dr. Prisci Roca Tipton stepped out at 7:56 p.m.

3. Presentation on Summer Reading Program and Chromebook.

Dr. Rene Gutierrez, Superintendent of Schools stated, Dr. Cantu. Dr. Nereida Cantu, Deputy Superintendent stated, thank you Dr. Gutierrez and Board Members. Ms. Minerva Pena, Board President stated, go ahead. **Dr. Cantu continued, Board Members, I'd like to share some exciting, an exciting recommendation to keep you informed and also to, just so that you know, some of the things that we are thinking about. During the last administrators meeting, we presented this information to the principals, there's some excitement from the principals and so we wanted to keep you informed and this has to do with reading. As you know, the operations side has 10 departments that support the C&I team, so one of the things that was brought up to the team was there was several campuses that cancelled, for example, the scholastic book fairs in the fall and so the question that came up is what can we do to help the students make sure that they read. This visual is very, is very informative, so if you look at the, for example, if a student reads 20 minutes per day, look at the difference in the words per year that they can accumulate, 1.8 million words. And also, they perform better on standardized assessments so our goal is to make sure that we provide an opportunity for students to read in the summer. It is also one of the reading Texas Essential Knowledge and Skills, students must be reading independently, so in an effort to support our C&I team, in an effort to make sure students have access to reading**

books, we don't know, we know that other businesses are going to open up a little more and libraries had been closed. But we do know also that students are preferring packets versus having just do the work on a computer so what we want to do is provide students an option. The recommendation is to provide each student from Pre-K 3 to 3rd grade pre-packaged books per child, 3 pre-packaged books, they are going to contain a parent guide, so it's suggested activities that they can do with their parents, we know that some parents will use the guides, some may not, but its available. It also will include activity sheets for students to complete during the summer for reading books. It also provides the students the opportunity to read and share their books with the entire family. These would be age appropriate and I know that one of the things that we are very adamant about is that we make sure that we address our bilingual students and our special education students. What the research indicates is that reading is the great equalizer, one of the things that when students come into school and they have access to reading books, they are always going to be a step ahead. We don't want our students to regress during the summer, we want to make sure we enhance their vocabulary, make sure that they use their analytical problem solving and so we want to give them access. So one of the things that we did, I asked the support team, the departments that I'm working with, I don't want to add more to the plate of a principal or our teachers, right now they are trying to wrap up the year, they are trying to close and clearing records and so forth. So what can we do to help them as a support team? So one of the things we came up with is we can use our parent liaisons and our librarians to help us in collaboration always with the principal to come up with a schedule for the drive through pick up, this would be for Pre-K 3 through 3rd grade. Each packet is going to also address our special populations. So that is one section of one of the proposals that we are doing, I have some principals that have emailed us, when can we get the books, I shared with them the process, I wanted to keep the Board informed and we are going to bring this back for an approval item. The next item is, you have already heard, you've heard Dr. Trevino talk about this, you've heard me talk about it and this is the Chromebooks. You will also be seeing in the near future, a recommendation to purchase 11 thousand Chromebooks and if you notice this is Phase I, this is not to, that means that a Phase II will be coming once we can get some other data in place. Our goal is to make sure that we have a one to one device for all students and we are hoping, we know that FEMA will not cover this but we do know that CARES funding, this is an allowable expense and we will be able to get some reimbursement. Wo what we are trying to do is just be ready in every way possible, we are trying to make sure students are reading, giving them the books, in times like this, parents, for example, have been laid off, they are not thinking of buying a book, that's not the priority so this is where we come in as a district and offer students a book. So at this time I will entertain any questions regarding the summer reading program or the Chromebooks.

Laura Perez Reyes returned at 7:59 p.m.

Dr. Prisci Roca Tipton returned at 7:59 p.m.

Ms. Pena stated, if I may, would it (inaudible). **Dr. Cantu asked, will that look like what?** Ms. Pena continued, (inaudible) **Dr. Cantu stated, yes.** Ms. Pena added, (inaudible). **Dr. Cantu stated, what we are doing, no, that's just a picture maam, that's just a picture that I put on the computer, the Chromebook is what is being recommended by our Technology Department, the sturdiness and it's also one that we can use for assessments and other items.** Ms. Pena stated, thank you, the operative word I was

looking for was looking for is sturdiness, that way they can be a little more resistant to oops, I dropped it. Mr. Philip Cowen, Board Member interjected, and they are cheaper for one, Madame Chair. Ms. Pena stated, go ahead sir. Mr. Cowen asked, may I address Dr. Cantu? **Dr. Gutierrez replied, yes sir, go ahead.** Mr. Cowen asked, can you advertise that little display there, it says that if a student reads 1 minute per day, they will be exposed to 8,000 words per year, 5 minutes per day, they will be exposed to 282 (inaudible). **Dr. Cantu stated, thank you sir, yes, this information is critical and by my mistake I deleted a video that I wanted to share with you and it's an incredible video that was developed by MSNBC, hope said that correctly, one of the TV stations and one of the things that the video shows is the student, what happens if they don't read anything in the summer and there's actual regression and so what we are trying to do is provide a support system for students by providing books so they can read during the summer, is there any questions? Dr. Gutierrez stated, thank you Dr. Cantu.** Ms. Brown interjected, sounds great. Ms. Pena stated, thank you.

X. PUBLIC COMMENT:

Alberto Alegria - Mr. Alegria identified himself, his association, greeted everyone present and continued as follows. Mr. Alegria stated that his first topic was congratulatory to all teachers in that it was Teacher Appreciation Week. He stated that although he was glad to be present, he was not at all comfortable due to Covid 19 issues and went on to emphasize the importance of following recommendations with regards to safety. He thanked all those district staff members putting themselves in harm's way as they assist with district operations. Although there was no plan in place when things started to unwind, team efforts lead to formulating a plan within 48 hours with some rough patches but forward non the less. Mr. Alegria went on to thank teachers for continuing to educate students and classified employees for supporting the community denominating them as first responders taking heroic actions during this pandemic and tackling a myriad of matters and issues from the boundaries of their homes, he expressed utmost respect. However, that have been concerns when staff is asked to access the campus to comply with pending matters and or paperwork, mostly concerned about the campuses not being a safe place to be. These employees were instructed by campus administration to bring their own safety equipment but if they are volunteering, should they not be provided with it. He did thank administration and the Board for approving time and a half for those called in to serve students and parents during the Covid 19 crisis. Mr. Alegria asked that the time and a half continue to be honored until May 31, 2020 for volunteers currently rendering services. F&S Department is pressuring employees to report to work, not willing to pay said rate and using scare tactics of possible adverse action regarding their employment. Maintenance Department is following along those lines as well in spite of the extreme temperatures, safety should be first. Transportation Department is presenting misleading compensation information to its employees. It is the classified employees in these 3 areas most affected by strong arm tactics at this time. He asked that employees well-being be taken care of because in the end, they clean, feed, transport, maintain and facilitate at the office, they must be safeguarded. Mr. Alegria wished everyone safety, health, thanked them for their time and wished all moms a happy mother's day.

Robert Lopez - Mr. Lopez identified himself, his company, greeted everyone present and continued as follows. Mr. Lopez stated that his technology company is offering school districts help in the area of distance learning. Due to the pandemic, it has been difficult to share information about his product hoping with this to raise interest in setting up a meeting for later and review how they can assist with the transition from traditional classroom instruction to virtual instruction. Mr. Lopez thanked everyone for their time.

Anthony Weigl - Mr. Weigl greeted everyone present, identified himself, his association, his position at Pace ECHS and continued as follows. Mr. Weigl stated that with regards to the soft opening of schools, his association believes that campuses should not reopen at all. Although TEA, local and state leaders are establishing guidelines and they are the ones are calling for this, his association has a science based plan consisting of 5 core pillars. Nothing to do with politics and wishful thinking. He went on to list said pillars, 1, maintain social distancing, 2, put in place infrastructure to test, trace and isolate new cases, 3, use public health tools to prevent spreading of virus and align with education strategies, 4, involve community in the decision making process, and 5, invest in recovery. None of these core pillars are being met at this time, safety has to be a priority, risk is too great and we should not be asking a return to the classrooms. Once county cases show declines for 14 consecutive days, then the matter can be discussed with safety first in mind. Mr. Weigl thanked everyone for their time and asked that we continue to do our best during these trying circumstances.

Patrick Hammes - Mr. Hammes identified himself, his association, greeted everyone present and continued as follows. Mr. Hammes stated that his association wanted to thank administration for their efforts in universal feeding of Brownsville families. He also wanted to recognize, especially during this week of Teacher Appreciation, the efforts made towards distance learning during trying times. Campus staff is handling many tasks that are job related all along taking care of their own families, job well done. Having said that, he proceeded to ask the following questions, if a job can be done virtually or electronically, can that employee stay home? What about classified employees, if they are on the memo, they are expected to come in, if not, is it voluntary for them? Do they have to be at their location 8 hours or is it reduced time? Can they be rotated? Major request, can the number of Zoom meetings be reduced? Some meetings exceed 3 hours in duration on a daily basis. The fact that no one is losing their job is appreciated, however, salary disparity is still evident when compared to all other neighboring districts. He asks that efforts to close this gap be tackled during the upcoming Budget Committee meeting, the highest performing district should not be the last in pay. The greatest medical crisis since the Spanish influenza is upon us, yet teachers and staff continue to perform, they should be rewarded, it's been earned, its deserved. Mr. Hammes thanked everyone for their time.

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

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

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

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

XII.	**A.**	**General Function**	**1, 2, 3, 6**
	B.	**Payments**	**1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15**
	C.	**Contracts/Agreements**	**2**
	D.	**Bids/Proposals/Purchases**	**1, 3, 4**

(All presentations limited to five (5) minutes)

XII. Consent Agenda:

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

1. Recommend approval of the 2020-2021 High School & Middle School Course Listing Guides. * **(Consent Agenda)**

2. Recommend approval of the 2020-2021 Elementary and Secondary Grading Procedures. * **(Consent Agenda)**

3. Recommend approval to adopt the required HB3 five-year Board outcome goals, and campus plans for early childhood literacy and math aligned to 3rd grade Reading and Math STAAR and CCMR for the 2019-2024 school years. * **(Consent Agenda)**

4. Recommend to approve the Addenda to be included in the Probationary, Term Chapter 21 and Non-Chapter 21 contracts for the 2020-2021 School year for new employees hired after May 5, 2020.

   Ms. Minerva Pena, Board President stated, okay, go ahead sir. Mr. Philip Cowen, Board Member stated, what I, I had a lot of thought that I had given to this item here as to what we are doing and why we are doing it and I think that this is not the way to work this. What I think we need to do is if we are going to hire staff, there should be a new job description and if they don't, you know, then they don't get hired for that position. Putting this language in every probationary contract, I mean to me, it worries me that you might have this used as a tool to get rid of people, you know, I mean, choose one over the other, whatever, it just, I think, if you are going to have, for instance, and I understand, this is more an issue with secondary education where you are having teachers who are competent and certified and being able to speak Spanish so they can teach English to Spanish speaking students. And if you are going to hire somebody to do that, it ought to be a new job description, you are going to hire this person for this job and this is going to be what you are dealing with so you have to be qualified for putting it in every probationary contract, for every probationary teacher to me it's not the way to do it so I can't support this the way it is, you know, I understand what the administration is doing but I don't feel comfortable doing that. **Dr. Rene Gutierrez, Superintendent of Schools asked, Dr. Trevino, this is a recommendation by TASB, am I correct? Dr. Anysia Trevino, Deputy Superintendent stated, (inaudible).** Ms. Pena stated, one thing I do want to stress and underline, the operative word is recommendation, it's not in stone, I already talked to them,

I called them and they said, no, we are not mandating you, it's a recommendation. I kind of have to piggy back on what you are saying because please forgive me, I don't want to step on toes, it's almost reverse discrimination because if you don't speak the language we are not going to hire you. And I have a concern with that because in what I've learned and observed in my 62 years on the planet that its only in the Spanish culture because when someone comes in from Russia, they don't have to be taught in the Russian language, if somebody comes in from the Philippines, we don't have enough of that either, I totally understand, I'm on the line with this because not everyone is, I've had parents come to me and tell me, I don't want my child in Bilingual, they refuse to let him out, they say that that's his heritage and I pretty much told them well, what do you think your heritage is and she'll say, oh, playing chalupa, eating bunuelos, eating tamales, that's my heritage, not my language in school. I said, maam, it's your choice, you can have them in Bilingual or you can have them come out of Bilingual, it's up to you. So I'm on the line with you Mr. Cowen because I think it's a little bit disheartening to put this in the contract, yes, they do recommend so I contacted them and I wanted them to give it to me in writing and I'm waiting for that, give it to me in writing where you mandate, it's not a mandate, it's a choice. And I'm okay with it, I'm a little concerned with putting it in the contract cause I kind of feel the same way because I think its pushing a little too hard one way or the other and I like to have a median in between. That's just me, Ms. Brown. Ms. Drue Brown, Board Member stated, okay, we are talking about certifications and we are talking about people that have those certifications and the fact that we don't have enough people with those certifications which is burdening other people in our district. I mean, I think this is the way of the world, these certifications, I don't think this is a decision on the Bilingual education system, I think it's a simple question of certifications that we are asking new teachers to have and we are asking for distance learning ability, certifications for Bilingual, ESL and distance learning and I think also some things in retire, rehire. I think this is, a lot of districts are going this way now and I, we discussed this once before and our recommendation at the time was that we were going to require this of new teachers because we have a need in our district and I think if we don't support it, this need is going to grow greater and greater. We need to look at the population that we serve and I'm in complete support of this. Ms. Pena stated, oh, Mr. Garcia, go ahead. Mr. Eddie Garcia, Board Member stated, just want to make clear that this is for new teachers only, not current teachers, they are not going to be expected, its only new teachers only. **Dr. Trevino stated, correct, however, I do want to make sure that I remind you all, by law, anyone who is serving an ESL student is required to be certified and that's, yes.** Ms. Pena stated, and may I ask a question? The certification exam, to be certified, what does it entail? **Dr. Trevino stated, it entails both a written part and an oral part.** Ms. Pena asked, I what language? **Dr. Trevino replied, the written part is in English, the questions are in English, the Spanish, they need to be able to communicate in Spanish.** Ms. Pena asked, so there is no other language that they require, just Spanish and English? In other words, the Bilingual part that we were pushing is just for Spanish language. **Dr. Trevino stated, right, I'm not sure.** Ms. Pena continued, because of the part, yes, we're, the Mexican culture here on the border, that's our language. **Dr. Trevino stated, in the state of Texas, whether they are coming from Russia or the Philippines or whatever, the teacher still needs to be certified in Bilingual education.** Ms. Pena continued, but that's my question, can we find out, do they test them in Russian language, Chinese language, when they them certified to be able to assist that child that's coming in from another country? **Dr. Trevino stated, even here at BISD, if we got a student from Russia, we, because that teacher**

has that certification, we would be in compliance, whether we may be offering the best services possible or not, we would be in compliance because the teacher is certified. It doesn't say just in Spanish; you are certified to be a Bilingual teacher. Ms. Pena stated, no, no, no, I understand that but I just want to get to the bottom on to the meat of the Bilingual certification and how its managed, see what I am saying, I know exactly what you are saying but when we get to the bottom, cause I like to take things apart and find out how they are really put together. They only test you in Spanish or do they do French, any other language that you know of? **Dr. Trevino stated, I don't, I don't want to answer that cause I'm not sure.** Ms. Pena stated, okay, thank you, can we find out sir? Thank you, yes, I'm sure they have to have something else but, okay, anybody else? Ms. Laura Perez-Reyes, Board Member stated, I'd just like to echo Ms. Drue Browns remarks, 100% that this was our compromise the last time, it was our recommendation that the Board at the time felt was most appropriate because we didn't want to go back and over burden, with the Covid 19 situation, our current teachers. So we felt that this was a good compromise so I just hope that we all honor that, thank you. Ms. Pena stated, thank you Ms. Trevino. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, I need a motion.** Ms. Brown stated, I move that we approve the addendums to the probationary term chapter 21 and non-chapter 21 contracts for the 20-21 school year for new employees hired after May 5th 2020. Ms. Perez-Reyes stated, second. Mr. Garcia interjected, and one more thing, in addition to that, just one more, make sure that if we get any children besides Spanish, that we provide those Bilingual teachers with resources because I can tell you by fact, my wife has taught Korean, Philippines and Vietnamese and she never received any resources, she had to go out there and get them herself, I approve, well, motions are done. **Ms. Perez stated, okay, please vote, motion passes, 4 yes, 2 no.**

Motion made by Drue Brown, seconded by Laura Perez Reyes, recommend to approve the Addenda to be included in the Probationary, Term Chapter 21 and Non-Chapter 21 contracts for the 2020-2021 School year for new employees hired after May 5, 2020.

The following vote was recorded

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

Motion Carried: 4-2-0

Ms. Pena stated, and I'd like to please put on record, the reason I'm not in favor of this, cause I'd hate to lose a phenomenal teacher because she didn't have the Bilingual education and that's just something that I don't, I see some awesome teachers that just don't have that certification and they are phenomenal so for that reason, at this point, I'm not comfortable with that being on the contract as an overall for whoever comes in for whatever subject, even if they don't need it, it's still in there and I don't want that to hold them back from getting the job. Mr. Cowen interjected, and my take is a little different because my concern was that this should be in the job description and then you hire the person if they don't meet the qualifications, well, don't hire them, you know, but the majority speaks and I respect the wishes of the majority. Ms. Pena stated, likewise, thank you.

5. Recommend approval to continue the procurement and acquisition process for the purchase of the BEC Mini LTE Xrange Wi-Fi Bus Solution System for the Transportation Department in the amount not to exceed $29,197.40 for 20 school buses.

   Ms. Minerva Pena, Board President stated, Ms. Drue. Ms. Drue Brown, Board Member stated, so moved. Mr. Philip Cowen, Board Member stated, second. Dr. Prisci Roca Tipton, Board Member interjected, I just had a couple of questions and I think they are for Dr. Cantu, may I address her Dr. Gutierrez? **Dr. Rene Gutierrez, Superintendent of Schools stated, absolutely, go ahead, Dr. Cantu.** Dr. Tipton asked, Dr. Cantu, I guess, just two short questions, one is, will this be a, I know that it says that the fiscal implication is a local maintenance fund but will this be something that you will be seeking reimbursement through the CARE stimulus funding. **Dr. Nereida Cantu, Deputy Superintendent for Business and Operations stated, absolutely maam, yes.** Dr. Tipton stated, okay, I heard you mention these were in Phases, Phase I, Phase II. **Dr. Cantu stated, that is correct.** Dr. Tipton continued, and my second question was, do we know the radius of, that it will cover? **Dr. Cantu stated, yes, the radius, we did some comparison, I had, I approached this recommendation from two angles, I asked the Technology Department to do some research and then I also asked our Purchasing Agent to look into which option would be best. what I was looking for was which one had the bigger radius and what I found out that what is out there is a radius of a quarter of a mile and from both offices I got the same information. So it's a quarter of a mile per hot spot.** Dr. Tipton stated, thank you**. Dr. Cantu stated, you are welcome.** Ms. Pena stated, go ahead sir. Mr. Philip Cowen, Board Member stated, Dr. Cantu, you know, in terms of advertising, don't forget to push Brownsville Free in terms of internet around our schools, I'm not sure how far that stretches but I'm pretty sure it's probably equal but anybody around our schools can access the internet and its available now 24 hours a day. **Dr. Cantu stated, thank you Mr. Cowen and if I may announce, this afternoon we, or actually this morning, we learned of a possible reduction in cost on internet services and I have to give a shout out to our Grants team because they had to submit the application today by 4 and they were able to submit the application, it is our hope that we can get an even better cost on internet services.**

   Motion made by Drue Brown, seconded by Philip Cowen, and unanimously carried to recommend approval to continue the procurement and acquisition process for the purchase of the BEC Mini LTE Xrange Wi-Fi Bus Solution System for the Transportation Department in the amount not to exceed $29,197.40 for 20 school buses. (6-0)

6. Recommend approval to select a Competitive Seal Proposal Delivery method as authorized by the Texas Education Code in accordance with chapter 2269 of the Government Code of Construction Services, for the Canopy repairs at Canales, Cromack, Del Castillo, Aiken and El Jardin Elementary Schools. **Consent Agenda**

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

1. Recommend approval for payment in the amount of $1,548.00 to O'Hanlon, Demerath & Castillo for legal services. **Consent Agenda**

1. Recommend approval of Payment #7 for $797,576.33 as partial payment to Gerlach Builders, LLC dba WIL-CON for Construction Services work completed on the Hanna ECHS New Gymnasium Facility project to be paid from Tax Rate Increase Fund 188. **Consent Agenda**

2. Recommend approval of Payment #1 for $13,969.75 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. **Consent Agenda**

4. Recommend approval of Payment #1 for $43,693,35 as partial payment to ZIWA Corporation for Construction Services work completed on the Veterans ECHS – Visitor Restroom Facilities project to be paid from ~~Maintenance Tax Note Fund 189~~ Tax Rate Election Fund 197 (**Amendment #1 Item 4 Page 514 will be replaced with Page 514A)** **Consent Agenda**

5. Recommend approval of Payment #2 for $144,662.87 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. **Consent Agenda**

6. Recommend approval of Payment #2 for $85,637.93 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. **Consent Agenda**

7. Recommend approval of Payment #2 for $41,324.05, 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. **Consent Agenda**

8. Recommend approval of Payment #4 for $31,138.63 as partial payment to American Contracting USA, Inc. for Construction Services work completed on the Multi-Campus Roof Replacement Phase II project to be paid from Maintenance Tax Note Fund 189. **Consent Agenda**

9. Recommend approval of Payment #4 for a total of $1,000.00, as partial payment Green, Rubiano & Associates for Structural Engineering Services work completed on the BISD Food Nutrition Services Building Roof Repair Project to be paid from Maintenance Tax Note Fund 189. **Consent Agenda**

10. Recommend approval of Payment #5 for a total of $500.00, as partial payment Green, Rubiano & Associates for Structural Engineering Services work completed on the BISD Food Nutrition Services Building Roof Repair Project to be paid from Maintenance Tax Note Fund 189. **Consent Agenda**

11. Recommend approval of Payment #7 for $21,375.00, as partial payment to Central Air & Heating Services, Inc. (CAHS, Inc.) for Construction Services work completed on the Margaret M. Clark Aquatic Center – HVAC & Controls Replacement project to be paid from Maintenance Tax Note Fund 189. **Consent Agenda**

12. Recommend approval of Payment #9 for $91,122.80 as partial payment to Schneider Electric for Construction Services work completed on the Design-Build HVAC/Controls Replacement, Phase II to be paid from Maintenance Tax Note Fund 189. **Consent Agenda**

13. Recommend approval of Payment #10 for $874.16 as partial payment to Armko Industries, Inc. for Architectural Services work completed on the Multi-Campus Roof Replacement Phase II project to be paid from Maintenance Tax Note Fund 189. **Consent Agenda**

14. Recommend approval of Payment #11 for $2,160.67 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.

15. Recommend approval of Payment #6 for $26,760.07 as partial payment to G & T Paving, LLC for Construction Services work completed on the Vela MS Four Lane Track project to be paid from Tax Ratification Election Fund 197. **Consent Agenda**

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

1. Recommend approval to enter into the Memorandum of Understanding with City of Brownsville (COB), Greater Brownsville Incentives Corporation, Brownsville Community Improvement Corporation, Brownsville Public Utilities Board and Texas Southmost College for a contribution of $21,000 for the development of a Digital Broadband Infrastructure Plan and Implementation Strategy. *

   Mr. Philip Cowen, Board Member interjected, I so move. Ms. Drue Brown, Board Member interjected, second. Ms. Minerva Pena, Board President stated, go ahead Ms. Brown. Ms. Brown stated, before we entered all this Covid 19 thing, I want to commend Mr. Cowen, he had the city people come and speak to us about the digital divide in our community and what we had to do to close that gap. And I, we have had nothing but obvious evidence of how badly that's needed and I am in full support of this because we, as much as we'd like, grants and different things to come in and help us with this, we can't wait any longer and I've seen where all the entities, City, PUB, UTRGV, BISD, all these entities are going to have to step forward and see what we can do to enhance these community's ability to, for there to be no digital divide and it's for our students, it's for everyone in the community to be able to apply for a job, work remotely, distance learning. We can't continue to live this way without Wi-Fi all over this community and devices for everyone because its holding our entire community back and I think when you have that presentation, Mr. Cowen, Brownsville was on a list of places in the United States that didn't have the kinds of capabilities that other communities have and I thank you for putting that on the Technology Committee and I'm hoping that the Board, I think everyone is in agreement that we need to support this and see what we can do for the wellbeing of everyone in our community. Ms. Pena stated, yes Mr. Cowen. Mr. Cowen stated, Madame Chair, this would also cover students who have a phone but have no way to talk to anybody cause they don't have phone

service, if they just have a phone, they can get on a hot spot and they can messenger and talk that way, you know, so if we can, what I would like to see is to rev this up and you know, instead of waiting two years while we study it or whatever, let's see, take a target date, August, September, October, something like that, maybe we can combine our forces with the City's and everybody else, between all of us, we ought to be able to get a good signal out there. I now we get a gigabyte a second in our schools, now how far you can transmit that into the neighborhoods I'm not sure, the city has easements everywhere. So we are, you know, we are in good shape, we don't have to buy easements or anything like that to be able to do something like that but its time and so Dr. Cantu, I appreciate you bringing it, cause I give her the credit, she's the one that got the city to. Ms. Brown interjected, oh, okay, Dr. Cantu, thank you. Mr. Cowen added, but, and she's got a good line of communication with the city, the city manager, assistant city manager and other people in planning and everything else. They are working very well together and you can have our Grants people also maybe some ways they can look for some money that we can get that the city wouldn't qualify for but we could. Ms. Pena stated, and if I may ask, 21,000, that's the bottom fee, that would be the total? Cause I think that that's a very reasonable price, 21,000. Ms. Brown interjected, well it's just to create a plan. Ms. Pena added, to create a plan but then, this is to create, but what will these 21,000 entail as far as creating the plan, why is it costing 21,000 to create a plan? **Dr. Nereida Cantu, Deputy Superintendent for Business & Operations stated, the 21,000 is to bring the partners together and as Ms. Brown had mentioned, the different entities will be at the table when this decision is made. You will notice on that MOU, mid-point through the page you have the draft plan will be completed at the end of 2020 so it's going to move pretty quickly and the fact that we will be at the table will help us to make sure that we are strategic and our students have access to the internet and Wi-Fi.** Ms. Pena asked, and this involves the City of Brownsville, Brownsville Independent School District and the Public Utilities Board? **Dr. Cantu replied, yes, we also have the universities have joined, I don't have the list before me, but.** Ms. Pena stated, oh, they are right there on the bottom, the Greater Brownsville Incentive Corporation, Brownsville Community Improvement Corporation, Texas Southmost College, yes. Okay, and you are right Mr. Cowen, if I may piggy back on that, during baseball, when players would call me on Messenger and I would ask, why are you calling me on Messenger, well, because I'm punished and my mom turned off the phone, so why are you on the phone, well, she doesn't know I can get on the phone by going through Messenger so it kind of helps the children but it also, you know, our students are one step ahead of us and we got to make sure we are careful with that. Because I learned that the hard way, you can pick up any phone and hook it up to Facebook and use it to start calling people, so you are correct sir, it's a hot spot. But thank you Dr. Cantu, I hope it comes to fruition very quickly.

Motion made by Philip Cowen, seconded by Drue Brown, and unanimously carried to recommend approval to enter into the Memorandum of Understanding with City of Brownsville (COB), Greater Brownsville Incentives Corporation, Brownsville Community Improvement Corporation, Brownsville Public Utilities Board and Texas Southmost College for a contribution of $21,000 for the development of a Digital Broadband Infrastructure Plan and Implementation Strategy. * (6-0)

2. Recommend approval of Evaluation Capacity Award for Fund 429–Funds expended for IDEA-B programs. (Contract Awarded Funding). At no cost to the District. * **Consent Agenda**

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

1. Recommend approval of request to extend Bids/Proposals schedule to expire on May, 2020 for three (3) months with a new expiration date of August, 2020. (Annual Bids/Proposals) Consent **Agenda**

2. Recommend approval to renew CSP #19-137 for Student Athletic, UIL and Accident Insurance to Student Insurance Plans of Frisco, Texas for the 2020-2021 plan year with an option to renew for an additional one (1) One-year period. Not to exceed approved budgeted Local Maintenance and Categorical Funds of $922,090.00.

Ms. Minerva Pena, Board President asked, do I have a motion? Mr. Philip Cowen, Board Member stated, so moved. Ms. Laura Perez Reyes, Board Member stated second. Ms. Pena stated, I wanted to, Dr. Gutierrez, I circled this one because I wanted for someone to give me a brief presentation because I now this involves our athletes and our children can buy into this insurance. And the reason is because I've had students who were injured and they didn't have any kind of insurance and the school they said somehow it wasn't covered by the school insurance and I asked them, what about that insurance, he says, maam, I didn't know that existed. So I just wanted them to maybe say something here publicly cause parents would jump on this to be able to get something for the kids who are in baseball, track, football, anything that involves athletics, to have this insurance is a huge plus. So can you tell us the fee and tell us how a parent goes about getting this insurance once school starts? **Dr. Nereida Cantu, Deputy Superintendent for Business & Operations stated, yes maam, we do have our Insurance Administrator here but before I turn it over to him I just want to talk a little bit about the process because that process is very important. One of the things that Mr. Garza did to ensure that we had the coaches informed and the coaches involved, so this was something that was a collaborative effort. But I would like to invite Mr. Garza who is in the audience to please join us and provide a response. Mr. Dustin Garza, Administrator for Employee Benefits stated, Madame President, Board, Dr. Rene Gutierrez, Dustin Garza, Administrator of Employee Benefits, Risk Management, Safety, this is our student insurance plan, this is our student accident and athletic insurance and what this does is help our student athletes, the CATE Department, Cheerleaders, Drill Team, any student that is involved in the UIL activity and or the vocational classes. If something were to happen while they are obviously attending any event or a game anything like that, it is a, there is an option to buy it voluntarily and that is given and disbursed through the trainers and I believe its talked about at registration and what this does and is that anybody that has a primary insurance, this insurance will be secondary to that except if you have Medicaid or Chip, then ours becomes primary okay. And what this does, obviously it has defined benefits depending on the injury and that covers the kid, so if a kid, let's say they are a soccer player, they fall or something, they tear an ACL, if they have Medicaid or Chip or they have private insurance, they private insurance will cover up until the deductible that their plan has and then once it gets into the co-insurance, out plan picks up the secondary cost. So that's basically how it works, you can buy, there's different rates, there's 24-hour**

coverage, there's school coverage, just for the school day and then there is obviously, if you play football, it's a little more expensive, I think it's like 275 dollars a year but it covers you from August 1st all the way through July 31st. Ms. Pena asked, so do the fees vary depending on the sport you play**? Mr. Garza replied, the only fee that you have, you have a sports coverage that covers if you plan football it's a little bit higher because the chance of more excessive injury is more likeable in football but you can get school time which covers you through the school day, 24 hours coverage so if you are playing UIL, different clubs outside the school, this insurance will cover as a secondary if you have insurance so you could buy it just doesn't pertain to school activities, this is an extra accidental insurance, you can go play in private volleyball clubs, soccer traveling teams, this can also cover you as well if you purchase it on your own.** Ms. Pena asked, you said its 275 dollars? **Mr. Garza replied, if you plan football.** Ms. Pena stated, let's say you play baseball. **Mr. Garza stated, its, I don't have the fees on my I just know football is more expensive because of the type of injuries that happen in football so they have more exposure.** Ms. Pena stated, and then the student or the parent would have to pay the 275 upfront. **Mr. Garza stated, if they want extra insurance, they are covered under us.** Ms. Pena asked, no, no, but let's say that they don't have any insurance at all. **Mr. Garza stated, they don't have to pay for it, we cover them.** Ms. Pena continued, we had a case where a gentleman, I don't know what happened, I don't want to get into it, nobody covered it, long story short, he wished he would have bought some insurance. Let's say he wants to buy insurance. **Mr. Garza stated, yes maam.** Ms. Pena asked, he would have to pay 275 upfront that way he can get the insurance for the whole year, is that how that works? **Mr. Garza replied, that's correct, if he plays football, if he doesn't it doesn't cost that much.** Ms. Pena asked, okay, you have a ball park figure what the not that much is? **Mr. Garza replied, I think it's about 60, 75 dollars for the whole year.** Ms. Pena stated, that's very reasonable. **Mr. Garza added, so you play other sports, it protects you at all sports.** Ms. Pena stated, like they can buy it and then let's say they play baseball on a traveling team that's not football, like maybe golf or whatever, they're covered under that**? Mr. Garza stated, that's correct, remember this is his secondary, so it does not replace your primary, this is an accidental secondary insurance, so if you have primary insurance, this is still going to pay secondary.** Ms. Pena stated, yes, but I am asking for the parents that have no insurance coverage. **Mr. Garza stated, then this would pay.** Ms. Pena stated, that's why this is so interesting to them. **Mr. Garza stated, that's correct.** Ms. Pena asked, is there flyers handed out to them when they get a registration packet? **Mr. Garza replied, that I don't know, we can, the previous entity that I was at, we had a station at registration where our trainer sat with the coordinators to get this information out because it's very important, a lot of parents don't know about this insurance is offered to them, so that's one thing that we did to push it cause we want people to buy it if they want cause we have a lot of kids that play outside the school district and this could help them with ACL's, MCL's, broken bones or anything, this will help a lot and it pays, we have a very rich plan that pays 100% of user end customary. Dr. Rene Gutierrez, Superintendent of Schools interjected, I think the key that Ms. Pena is saying is that to make sure that this is communicated to our students. Mr. Garza stated, yes sir. Dr. Gutierrez continued, that they have this insurance that they can buy because some of them don't know this and our responsibility is to ensure that the students that need to buy it like if they participate in sports or even fine arts can buy it and be covered and so our job, our task is to make sure that the word is out that**

there is availability of insurance for coverage for the year for our students. Ms. Pena stated, yes sir, cause I'm involved with the baseball league and 9 out of 10 students had no idea and they were involved in sports at the local school so I just don't know, maybe they skip that table or they want to come back to it but they don't. Like you are saying, they have to go to a trainer sitting there but you got to come to my table to give it to you. **Mr. Garza stated, well I don't know how registration is set up here in Brownsville but we can definitely, we have flyers, we can get flyers from the company and get those posted, we can post in on the web, we can definitely, that's not an issue at all, we can do that. Dr. Gutierrez stated, we got to make sure that the staff that is in contact with these kids. Mr. Garza interjected, the coaches. Dr. Gutierrez continued, get the coaches and give them the flyers of this availability of insurance. Mr. Garza stated, yes, we will do that, definitely.** Ms. Pena stated, I really appreciate that. **Mr. Garza stated, yes maam.** Ms. Pena stated, Ms. Laura. Ms. Laura Perez-Reyes, Board Member stated, thank you Ms. Pena, thank you for bringing, I think that's an excellent point, I think we need to make sure that we are more proactive in getting this information across to the students and their parents, you know, that way they are able to purchase this. I wanted to ask, this is a, we renew it on a year basis, this contract? **Dr. Gutierrez asked, this is a yearly basis, or is it a two, three year? Mr. Garza replied, it was a one-year contract with two additional one year options, this is the second year of the contract if you renew, this is the first option to renew the contracts. It was approved, this is the first year so its 19-20, we are bringing it to you for renewal for the second year of the contract, the first option in the three-year contract for August 1, 2020 effective date.** Ms. Perez-Reyes stated, okay, thank you. **Mr. Garza stated, yes maam.** Ms. Pena asked, and so this is to renew for one year, am I correct? **Mr. Garza replied, yes, next year we are going to bring it back for renewal, if you guys decide to renew, that will be their last year on that contract.** Ms. Pena continued, because it was. **Mr. Garza stated, it was a one-year contract.** Ms. Pena added, we awarded it for a year with an option to renew for two more years. **Mr. Garza stated, that's correct.** Ms. Pena stated, and this is the second year that its going on. **Mr. Garza stated, that's correct.** Ms. Perez-Reyes interjected, there's a motion and a second right? **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, please vote.** Ms. Pena stated, thank you sir. **Ms. Perez stated, motion passes unanimous. 6-0**

Motion made by Philip Cowen, seconded by Laura Perez Reyes, and unanimously carried to recommend approval to renew CSP #19-137 for Student Athletic, UIL and Accident Insurance to Student Insurance Plans of Frisco, Texas for the 2020-2021 plan year with an option to renew for an additional one (1) One-year period. Not to exceed approved budgeted Local Maintenance and Categorical Funds of $922,090.00. (6-0)

3. Recommend awarding CSP #20-130 for Professional Educators and School Board Legal Liability Insurance to National Union Fire Insurance Company/Montalvo Insurance Agency of Weslaco, Texas for the 2020-2021 plan year with the option to renew for two (2) additional one (1) year terms. **Consent Agenda**

4. Recommend approval to exercise the option to renew for an additional one-year to expire May 2021 RFQ #18-123 Air Conditioning Systems Testing and Air Balance (TAB) Services (Annual Contract) to TABFX, Inc., of San Juan, Texas, and National Precisionaire, LLC, of Houston, Texas. Additionally, to authorize Administration to negotiate a fee and execute the contract on a project by project basis. An estimated amount of $50,000.00 from Local and Categorical Funds. **Consent Agenda**

OPEN PUBLIC HEARING-RFQ #20-127 FOR DELINQUENT TAX ATTORNEY SERVICES 8:35 pm

Ms. Minerva Pena, Board President stated, at this time I am going to recess our Regular Board meeting and now I am going to open the public hearing for RFQ #20-127 for delinquent tax attorney service, does anyone have anything in the audience they would like to come up and speak? State your name.

John Guevara – Mr. Guevara stated, yes, good evening, my name is John Guevara, I'm the managing partner for Linebarger, Goggin here in Brownsville. Madame President, Members of the Board, Dr. Gutierrez and administrative staff, good evening. At a prior meeting you held presentations for the RFQ in delinquent tax collection services and during that meeting, my firm's competitor made several representations that I would strongly refute. To begin, the Purdue firm presented this chart on the overhead and I'd like to point out that this chart is misleading in the following ways. Fist, the chart insinuates that it's taken from the State Comptrollers website and only a column or two of the information that is on that chart is from the State Comptrollers website, the rest of the chart was created and there was no source on that particular slide so the only thing on there said State Comptroller's Office, you know, the accounting division. Second, the chart mentions that because no audit was filled in the years represented 2011 through 2014, that the district lost state revenue to the tune of approximately 2.4 million dollars. We strongly disagree with that number. While we do not agree with their calculations and we don't agree that they are correct, we used their numbers and applied your tax rate for each of the years identified and determined that their calculation was incorrect by almost 800 thousand dollars. In other words, they misrepresented and inflated a potential gain to the district to our determent. In addition, at that last Board meeting, the Board asked me if the district lost any money as a result of not having filed property value study in the years 2011 through 2014. At the time it was difficult for me to answer not having heard the prior presentation nor the context of the matter at issue, to answer that question in the best manner possible we consulted with your former Finance Director, Mr. Lorenzo Sanchez. According to Mr. Sanchez research, using available public documents from the Comptroller's Office, the Texas Education Agency, the Cameron Appraisal District and his knowledge, experience and expertise, he was able to determine that the district did not lose 2.4 million dollars as claimed by our competitor. In fact, after preliminary analysis, Mr. Sanchez calculated that the district actually enjoyed a benefit of over 1.2 million dollars in total state funding over that 4-year period. Your Finance Department should be applauded for making the decision not to file that audit because if you had filed that audit using their numbers you would not have gotten as much state aid as if you had not filed the audit itself. School finance, I'm not going to claim to be an expert on school

finance, it's extremely complicated and like I said, you should applaud your Finance Department. It's extremely complicated with a lot of moving parts, a lot of variables, neither firm, the Purdue firm or Linebarger can simply go to a state website and gather information and determine the necessity of an audit. This requires thorough evaluation by the district, the district information includes your PEIM information, PEIM data, summaries of finance, your debt service and what percentage you need to meet that particular year, your Tier I program data as well as the Tier II, the tax collection data among other factors. You often consult with Lynn Moake to determine whether you are going to have funds available to meet the obligations that the district had, its complicated and that's why we sought out the expertise of your former finance director to help us answer your question. Finally, this process began with the request for qualifications for the collection of delinquent taxes, we are good at what we do. We presented our collection numbers in our proposal, we presented our collection numbers at the last meeting, they're stellar, they are the best in the valley. We proudly stand behind our track record and our staff and our record, thank you.

Ms. Pena asked, anyone else? Yes, turn the mich on in the bottom I'm sorry.

Hiram Gutierrez – Mr. Gutierrez stated, my name is Hiram Gutierrez and I'm with Purdue, Brandon, Filder, Collins and Mott, the managing partner for the local office. And yes, I presented that information to this Board and I stand by that information. In fact, we told the Board last year that the Board would benefit from audits and in fact, last July, the firm, Linebarger, finally, filed an audit for Brownsville ISD and because of that audit, because of we bringing it to the attention of BISD an audit was finally filed and now, you, the school district, is going to benefit to the tune of hundreds of thousands of dollars. I know Mr. Guevara should have that information available. The other thing, he mentions that your Finance Director says you wouldn't have benefited from an audit, there's a reason your finance director has not filed audits for Brownsville ISD, because he's not qualified to file audits for Brownsville ISD. That's why they hired, now, the Linebarger firm to do these audits, that's why at many firms, many school districts hire the Purdue firm to do audits for the school districts. In fact, this year, we have filed audits to the tune of 100 million dollars for our clients, in other words, our clients are going to benefit to the tune of 100 million dollars. We know what we are doing, when we came to the school district we told you, you can benefit from this and in fact, Linebarger is now filing audits for you and you will benefit from you, from this, we brought this information to you. The information that we gave you, as far as the information that we gleamed from the Comptroller is the fact that no one filed an audit for Brownsville ISD, that information is available at the Comptrollers website, it's not that complicated. So lastly, in closing, again, we told you that the school district, for 3 years that were missed, lost out on 2.4 million dollars, we stand by that information and again, there are things that are being misrepresented by the competitor firm, it's very clear. You missed out on money, we brought it to your attention, now, audits are being filled for Brownsville ISD. Thank you and thank you for your time.

Ms. Pena stated, thank you, anyone else? Going once, going twice, so I now close the Public Hearing.

CLOSE PUBLIC HEARING - RFQ #20-127 FOR DELINQUENT AD VALOREM TAX ATTORNEY SERVICES 8:52 p.m.

Resume Regular Board Meeting

5. Recommend approval of RFQ #20-127 for Delinquent Ad Valorem Tax Attorney Services. Contract will be for one year beginning May 05, 2020, with the option to renew.

Ms. Drue Brown, Board Member interjected, Ms. Pena, may I make a motion? Ms. Minerva Pena, Board President stated, Ms. Pat, can you read the item? **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees read the agenda item and upon conclusion the following transpired.** Ms. Pena stated, Ms. Drue. Ms. Brown stated, I'd like to make a motion to approve Purdue, Brandon, Filder, Collins and Mott to perform delinquent tax services for 1 year with the option to renew, to renew. Ms. Pena asked, do I have a second? Do I have a second? Ms. Pena stated, okay, so the motion dies for lack of a second. Mr. Philip Cowen, Board Member interjected, yeah, I move that the district remain with Linebarger. Mr. Eddie Garcia, Board Member stated, I second that motion. Mr. Cowen stated, in support of that motion, I would point out that the collection rate by our current firm is stellar, I mean, about 40% and we are going to go through some very difficult times, our tax base may be reducing a little bit, be reduced a little bit, maybe a lot, we are not sure yet, in the future and taking a risk changing law firms is just to me, the wrong thing to do at this time. The other thing I'd like to point out and I pointed it out a little earlier, 300 jobs at one plant in town shutting down and a couple of hundred in another one and then, you know, our law firm has about 50 people who live in Brownsville, who own homes and pay taxes, you know, running the risk that they may not keep their job, you know, of they lost part of this business. It's just too much of a risk to take, there is an issue and I think it's a fair one to deal one, why didn't an audit take place earlier or not but in one sense to me it's like smoke in your eyes, we are not hiring someone to do an audit, we are hiring someone to do tax collection and that's the difference and I think the difference between the two law firms, it was about 3%, something like that, cause I think the best one I saw was La Joya, one of the districts there and it was a lot, the difference. And if you take 77, 78 million dollars we have, we collect and we reduce it by 1%, you know, that's close to a million every year. 2%, you know is 2 million or 1 and a half million and 3% would be 2.3 million, something like that, that would be every year so. That's a lot, to take a risk when we don't know. They are both good law firms and they are very competitive but right now we have the winner, we should stay with the winner we have. Ms. Pena stated, Ms. Laura. Ms. Laura Perez-Reyes, Board Member stated, thank you Ms. Pena, I understand there's a motion on the table and a second. I hate to ask this but I really think that it would hinder us not to fact check these numbers, top just table the item and have an opportunity to speak to our Financial Department so that we can understand, I don't want to make a decision based on the word of one or the other, you know, I think it's our burden to know, to understand, to understand exactly what it is, what numbers that we are looking at and what's actually factual and what's not. I don't like, you know, having to pick one or the other, I don't know what numbers are accurate, I'd want to be able to make an informed decision based on numbers I trust, numbers that we ourselves have you know.

Because at this point, both are sharing different numbers, I don't know for a fact, you know, I'm not our CFO and I think it would hinder us to make the decision without first confirming these numbers, thank you. Ms. Pena stated, I concur with you Ms. Laura, 100%, Ms. Drue., oh, Mr. Cowen, Mr. Cowen, would you consider tabling it so we can get facts because I'm also on the same thing sir and at this point in time I do not feel comfortable at all until I can fact check those numbers. Mr. Cowen stated, okay, if we take it and put it for the next meeting then my motion can be at the next meeting, we don't have to ask, no more public hearing, nothing else, I'd like to see as much as we can. Ms. Pena stated, hold on Mr. Cowen, can we do that without a public hearing in the next one and move this, table it because we already had the public hearing? *Mr. Baltazar Salazar, Legal Counsel stated, well, we'd have to, if the Board does not vote today, then after the Board votes on either one of the firms, then we have to put that item, have to advertise the contract and then bring it back for ratification.* Ms. Pena stated, but we are going to table. *Mr. Salazar stated, but if you table we still have time.* Ms. Pena stated, that's what I'm saying, can we table, will we be okay with tabling? *Mr. Salazar stated, yes.* Ms. Pena stated, yes. Mr. Cowen stated, table until the next meeting, I have no problem. Ms. Pena stated, yes, yes, would you change your motion then? Mr. Cowen stated, well, I make my motion but I want my motion to be tabled until the next meeting. Ms. Pena stated, the June meeting, yes. Mr. Cowen added, you know, and it would just go up. *Mr. Salazar stated, I don't think the motion can be tabled to next meeting Mr. Cowen but.* Mr. Cowen, no, I'm playing games with you Counsel. Ms. Pena stated, in this pandemic you are playing games, are you serious? Mr. Cowen continued, but I don't want to have to beg to get it back on the meeting. Ms. Pena stated, no, no, no sir, no you will not, no you will not. Mr. Cowen stated, we need to do it but I do think that we need to be very careful here. Ms. Pena stated, yes sir. Mr. Cowen added, and you know, when we are talking about, you know, on all that didn't get done, it never got done, that's not the work, we are not hiring people to do an audit, the law firm is complaining about no audit done, one of them charges 25 thousand dollars for an audit. Ms. Pena stated, sir, can we discuss that after and that's what the table is for, please. Mr. Cowen stated, okay, okay, well, we have a motion, I adjust it and somebody second it. Ms. Pena stated, and can I have a second for a table. Ms. Brown stated, second. Mr. Cowen stated, you know. Ms. Perez-Reyes interjected, I second. Mr. Cowen stated, okay. Ms. Pena asked, are we ready to? *Mr. Salazar interjected, the public session has already been closed, sorry.* **Ms. Perez stated, motion and a second to table for the next scheduled Board meeting.** Ms. Pena asked, that would be in June, am I correct Mr. Cowen, our Regular Scheduled Board meeting in June. **Ms. Perez stated, yes, okay, please vote, motion passes unanimous. 6-0**

Amended motion made by Philip Cowen, seconded by Laura Perez Reyes, and unanimously carried to recommend approval tabling agenda item XII D 5 (Recommend approval of RFQ #20-127 for Delinquent Ad Valorem Tax Attorney Services) to be presented at the next scheduled Board Meeting June 2020. (6-0)

6. Recommend awarding RFQ #20-132 Architectural Services District-Wide to BEAM Professionals (PBK Architects, Inc.), of McAllen, Texas, Rike Ogden Figueroa Allex Architects, Inc. of McAllen Texas and Gomez Mendez Saenz, Inc., of Brownsville, Texas with an option to renew for two additional years. Additionally, to authorize the Administration to negotiate and execute the contract fee for said services on a project by project basis. **Consent Agenda**

7. Recommend awarding RFQ #20-133 Architectural/Engineering Design Services for Roof Replacement District-Wide to Raba-Kistner, Inc. of McAllen, Texas, BEAM Professionals (PBK Architects, Inc.), of McAllen, Texas, and Armko Industries, Inc. of McAllen, Texas with an option to renew for two additional years. Additionally, to authorize the Administration to negotiate the fee and execute the contract for said services on a project by project basis. **Consent Agenda**

XIII. CLOSED MEETING: as pursuant to the Texas Government Code Sections: 551.071, 551.072, 551.074, 551.082, and 551.084. 8:59 p.m.

XIV. BOARD RECONVENES-Board action on agenda items discussed in Executive Session. 10:53 p.m.

A. PERSONNEL MATTER(S):

Motion made by Philip Cowen, seconded by Drue Brown, and unanimously carried to recommend approval grouping under Personnel agenda items XIII. A 1 and 2. (6-0)

1. Presentation, acceptance and approval of Retirements. (5) **G 6-0**

2. Presentation, acceptance and approval of Resignations. (6) **G 6-0**

3. Recommend approval for the proposed non-renewal of a term contract teacher (A.C.) at the end of the 2019-2020 School Year.

   Motion made by Philip Cowen, seconded by Laura Perez Reyes, and unanimously carried to recommend approval for the proposed non-renewal of a term contract teacher (A.C.) at the end of the 2019-2020 School Year. (6-0)

4. Recommend approval for the proposed non-renewal of a term contract teacher (J.R.) at the end of the 2019-2020 School Year.

   Motion made by Philip Cowen, seconded by Laura Perez Reyes, and unanimously carried to recommend approval for the proposed non-renewal of a term contract teacher (J.R.) at the end of the 2019-2020 School Year. (6-0)

5. Board Self-Evaluation. **No Action**

6. Personnel Update with Superintendent (Dr. René Gutiérrez). **No Action**

7. Legal update with Board Counsel. **No Action**

B. ATTORNEY CONSULTATION

1. Staff Attorney

2. Board Attorney

C. INTERNAL AUDITOR CONSULTATION

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

XV. Announcement(s):

A. Next scheduled Board Meeting of the Board of Trustees is on Tuesday, June 9, 2020.

Ms. Minerva Pena, Board President stated, Ms. Drue. Ms. Drue Brown, Board Member stated, I just wanted to express my appreciation today to all our teachers, today is actually Teacher Appreciation Day and I hope that our parents and our students are sending our teachers lots of virtual love on zoom or teams or any of the other platforms that they are using. We thank you for your strength and dedication during this time, during teacher appreciation week and I'm sure this is going to down in the history books as different from any other and I want to commend our teachers for the way they changed student intervention, student instruction almost overnight. I offer my sincere thanks and appreciation to you and I'm sure all our other Board Members feel the same. Ms. Pena stated, anybody, Ms. Prisci. Dr. Prisci Roca Tipton, Board Member stated, I also want to thank all of our BISD teachers for their hard work and for caring for our children's education so much and even during these unprecedented times, so happy Teachers Appreciation Week, thank you. Ms. Pena stated, Mr. Cowen. Mr. Philip Cowen, Board Member stated, what was interesting for me, I've been on the Board, this is my 4th year and this is the first year anybody has even brought this up which I think is tremendous, shows you difference in administration and the teachers have adapted and have really done an incredible job of continuing, passing the culture of our children and I commend them for it. I mean, they will be remembered and respected by their children forever. Anyway, I thank them all. Ms. Pena stated, thank you, Ms. Laura. Ms. Laura Perez-Reyes, Board Member stated, yes, I'd like to echo those remarks by thanking everybody and it's not, it's the teachers, its Teacher Appreciation Day but it takes a village and from, you know, from our position we see we couldn't have, we couldn't have accomplished through this crisis, we couldn't have done it without the help and the support from every district employee. So I'm very grateful, very appreciative, I am a fan, we have a great team and the Board as well you know, I know that Drue and I talked about it and you know, not to toot our own horn, but the city, the county, amongst everybody, from everybody, this district has provided the largest humanitarian effort during this crisis and that has been by feeding all the kids. I know that we are subject to criticism and I know that Dr. Gutierrez, you had a lot of pressure, you know, because obviously exposing employees is something that none of us take lightly and there wasn't any which way that was 100% right because we move forward cognizant that somebody could have been exposed but we made a decision to feed students and that was our priority and we've served over 300 thousand meals you know, which is really something to applauded, you know, be recognized so I recognize the entire district for the effort, for the families out there, very grateful, I've received nothing but good feedback you know and even families that go to private schools you know, they've been in our lines too, they've been in line to get meals so very grateful for everyone's effort, thank you. Ms. Pena stated, Mr. Garcia. Mr. Eddie Garcia, Board Member stated, going, echoing everything that's been said and a big shout out to all those teachers out there, being able to see firsthand by looking at my wife, all the work that they are doing, hearing those children when they are zooming, you know, to hear their little voices. It's amazing, you know, what they have been able to go through and who knows how much longer we are going to be going through and teachers have been putting up and they are doing a lot of hard work and once again, thank you very much and we really appreciate that. Ms. Pena stated, yes, go ahead Ms. Brown. Ms. Brown

stated, we have another group I'd like to thank, also, tomorrow is National School Nurse Day and the theme for this year which I think is perfect, the theme this year is School Nurses Supporting our Students in Times of Crisis. So I want to express my appreciation to our BISD nurses who are in the first line of health care for most of our students, they are amazing people ordinarily. At this time every year they would be celebrating at the CAB with a reception just like we would be having a reception for our teachers and we are not able to do that this year. But I also send out virtual love to them and thank them for what they do for students. Ms. Pena stated, and I also like to echo my colleague's sentiments, I sound like a broken record, but the teacher should be the highest paid person in the United States, everybody, every surgeon, every scientist, every rocket scientist, every president, everyone who has an education went through a teacher. It is beyond me how we haven't caught up and paid our teachers in six figures because without these teachers, none of us would be who we are today. And we are grateful because it takes a special person, a gifted person to be able to tolerate a child from 8 to 4, Monday through Friday from the day they are born, cause now they go in at 3, till they are 18 years of age, that's 15 years of schooling and it take a lot and we take for granted that these people are just doing a job and they say, well, they are off in summer. You have no idea how much it takes; how much time it takes to re-energize yourself to jump back in to the field to teach those children every day because you are their parent. In fact, I've always told my boys this cause I raised 6 children, my 3 boys and my 3 girls, your teacher is more of a parent to you than I am cause they get to see you Monday through Friday, the best time of your day until I pick you up in the afternoon and we come home and we go to bed, I only see you Saturday and Sunday. So they are the ones that are molding you and they are the ones that are strengthening you building your mind so that you can be the person that you were meant to be. So my respects to them, I wish to God one day somebody will wake up and give teachers their due and pay them exactly what they are worth because we have teachers that are working two jobs sometimes to keep up with our regular needs and its heart breaking to me because I will say it till God calls me home, the best person, the ones we are blessed with are the teachers and we are all teachers, every single one of us has something to teach but there is no one like an elementary teacher, high school teacher, middle school teacher, university or college teachers, they are worth their weight in gold. Thank you from the bottom of my heart, keep it up and know that God will bless you and you have earned your spot in heaven because you are here providing so the rest of us can be able to function in the world and be able to be happy and peaceful and know we are okay cause you are taking care of the children that are going to run this country when God calls us home, so thank you, God bless you, anything you need, we are here for you, forgive us when we misunderstand or we come across like we don't know what we are doing because we try really hard for you and we need you because you are meant to be where you are today, teaching and helping the most precious possession on our planet which are our children. And to the nurses, God bless you and stay out there, fight hard and may this Corona Virus be lifted from this county and this planet as fast as it got here, I ask that in God's name and I ask that you pray that with me, thank you everyone, thank you sir. Mr. Garcia interjected, before we close, let's not forget principals, they just went by, big shout out to the principals out there. Ms. Pena stated, yes, yes, thank you principals for being here, we appreciate you for all you do, Dr. Gutierrez. **Dr. Rene Gutierrez, Superintendent of Schools stated, well, I was going to say that you know, of course, we always appreciate our teachers and all their hard work and from us, all of us here in this room, myself, the Board and you know, Legal, our Assistant Deputies and Assistant Superintendents and everyone, a distance love that we sending all of them, that you know, we are fully supportive of our teachers and thank them for everything they are doing and how creative and innovative they have been through this process of dealing with the Covid 19 crisis and now being very creative and innovative through the virtual and the zooming**

and distance learning and packets. So shout out to all the teachers and we are very thankful to have them in our district and appreciate all their work. Nurses, tomorrow, also, they've been part of the team and helping us also dealing with this Covid 19 crisis as they are checking on temperatures of our staff to make sure that everyone is coming to work safe and of course they keep our students healthy and provide them with their medicine. And on Friday, this past Friday was national principal's day, so to all our instructional leaders, we are very thankful to all our principals, they are in the frontlines along with the teachers out at the campuses so it's a total team effort. On behalf of the BISD family, you know, keep up the good work and we are here to support you 110%. Ms. Pena stated, and one thing that I do want to make notice, when we thank teachers, we are especially thanking administrators cause none of you could be there in your administrative position without climbing to be a teacher first because that's a requirement. So please understand, when we thank teachers, we also thank all the administrators cause you went through the ranks, you couldn't be the great administrator that you are today without having gone through the front of the line being a teacher so thank you very much, Ms. Brown. Ms. Brown stated, I have one other announcement I'd like to make, in the best of possible worlds, last Saturday we would have been at the Superintendents Scholarship Golf Tournament, 17 years and that scholarship has raised well over a million dollars it's been awarding to students. But my understanding from our Public Information Office is that they are still collecting money, people are still making donations, we don't want to short change our 2020 graduates so I'm asking the people who normally support this event to please consider making a donation to it so that we can provide the same amount of scholarships, usually over 100 thousand dollars to our 2020 graduates. These kids are already experiencing a different kind of graduation but we want to be able, hopefully, I know, I think there's been quite a bit of money collected already but if anybody can or if anybody hears this, please consider donating to the Superintendents Scholarship Golf Tournament. Mr. Cowen interjected, Madame Chair. Ms. Pena stated, Mr. Cowen. Since everybody is talking about this, I want to thank the Navigation District, they approved a 2-thousand-dollar scholarship for our, I think there is one for each high school and that was very nice of them. Ms. Pena stated, excellent. **Dr. Gutierrez interjected, 2 per high school.** Mr. Cowen echoed, oh, two per high school. **Dr. Gutierrez stated, 2 thousand each right.** Mr. Cowen stated, that's right, its 2 per high school and it was a little bit of competitive, what was it, scholarship, they'd apply and write an essay and a few other things but what was nice about that scholarship is that the student can use the money for whatever they needed for education, it doesn't have to be used for tuition, it can be used for books, you needed a down payment on a car cause you are going away, which probably won't take place this year, you know, or whatever, it's you know, the student just has to be used for school which you know, I thought that was very nice and they did it with other school systems, it wasn't just Brownsville but I thought that was very kind of them. Ms. Pena stated, it was very generous of them, thank you very much. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees asked, can I have a motion?** Ms. Pena asked, do I have a motion to adjourn? Just a minute, Ms. Prisci. Dr. Tipton stated, I just want to remind everyone and Dr. Gutierrez if you would like to add something, that our upcoming Budget Workshop number 3 will be this Thursday at 1 o'clock and I think that the goal and Committee Members, Budget Committee Members, Laura Perez-Reyes, Ms. Minerva Pena, I think our goal and our other colleagues as well, I think the goal is to present a balanced budget. Include a TASB salary study and staffing ratios or recommendations, tax rate calculation and timelines and insurance summary finances. **Dr. Gutierrez stated, correct, yes maam.** Dr. Tipton stated, okay. Ms. Pena stated, thank you and again, I want to stress, no one is going to lose their position or their job because of this study so we will say that now and we will repeat it again on Thursday.

XVI. Adjournment.

Motion was made by Philip Cowen, seconded by Eddie Garcia, and unanimously carried to recommend approval to adjourn the Regular Board Meeting at 11:07 P.M. (6-0)

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

(HANDOUTS ADDED TO OFFICIAL MINUTES)

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

Approved by: _____ _____
Minerva Pena, President of the Board **Date**

Attested by: _____ _____
Dr. Prisci Roca Tipton, Secretary of the Board **Date**

Notes: Font style designation

Board of Trustees
Administration
Board Attorney
Staff Attorney
Speaker/Presenter

(Minutes presented at Regular Board Meeting held on October 6, 2020)

Amendment/Addendum

Approving the agenda of the Regular Board Meeting of Tuesday, May 5, 2020, with any corrections/deletions:

Board President:

Administration Recommendation

XII. B. Payments

Item 4 Page 514 will be replaced with Page 514A

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 05/05/2020

Item Title: Payment to Contractor
ZIWA Corportation
Veterans ECHS – Visitors Restrooms Facilities

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:		Amount:
ZIWA Corporation	**Veterans ECHS - Visitors Restrooms Facilites**		Payment #1
	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:		$45,993.00
	Retainage:		
	5% Retainage of Complete Work:	$2,299.65	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:		$2,299.65
	Total Earned Less Retainage:		$43,693.35
	Less Previous Certificates of Payment:		$0.00
	Current Payment Due:		**$43,693.35**
	Balance to Finish Plus Retainage:		$793,806.65

FISCAL IMPLICATIONS:

Maintenance Tax Rate Election Fund 197: $43,693.35

RECOMMENDATION:

Recommend approval of Payment #1 for $43,693.35, as partial payment to ZIWA Corporation for Construction Services work completed on the Veterans ECHS- Visitor Restroom Facilities project to be paid from Tax rate Election Fund 197 .

Martin Espinosa
Submitted by: Principal/Program Adm.

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

Dr. Nereida Cantu
Approved by: Deputy Superintendent
5/5/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

514 A

(Exhibit 2)
RBM 05/05/2020
VII B 2

Brownsville Independent School District

Agenda Category: COVID-19 **Board of Education Meeting:** 05/05/2020

Item Title: Third Amended Board Resolution #020-19/20

X **Action**
Information
Discussion

BACKGROUND:

Board of Trustees approved Resolution #020/2019-2020 on March 18, 2020
Board of Trustees approved Resolution #020/2019-2020 (Amendment #1) on April 7, 2020
Board of Trustees approved Resolution #020/2019-2020 (Amendment #2) on April 17, 2020

Whereas, the recent COVID-19 virus resulted in the closure of the Brownsville ISD on March 23, 2020 up until June 30, 2020, or at the direction of the Texas Education Agency or the Governor of Texas and possibly for a longer period of time, for the safety of students and staff; and

Administration is requesting to amend item 5
The Board also hereby authorizes and ratifies the decision of the Superintendent of Schools to compensate hourly employees/classified employees, in addition to their full compensation, who came to work during the district closure and performed extra duties with an additional premium compensation in the amount of one and a half of their hourly wage for all time actually worked while the District is closed or at the direction from the Texas Education Agency or the Governor of Texas. The Board further authorizes the Superintendent to make adjustments to compensation at his discretion.

FISCAL IMPLICATION:

RECOMMENDATION:

Recommend approval regarding Third Amended Board Resolution #020/2019-2020. Administration is requesting to amend item 5 to authorize and ratifies the decision of the Superintendent of Schools to compensate hourly employees/classified employees, in addition to their full compensation, who came to work during the district closure and performed extra duties with an additional premium compensation in the amount of one and a half of their hourly wage for all time actually worked while the District is closed or at the direction from the Texas Education Agency or the Governor of Texas. The Board further authorizes the Superintendent to make adjustments to compensation at his discretion.

Approved for Submission to Board of Education:

Dr. Rene Gutierrez
Submitted by: Superintendent

Recommended by: Superintendent

Approved by: Deputy Superintendent

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
May 5, 2020
Third Amended Board Resolution #020/19-20
COVID-19 (State and National Emergency)

TO COMPENSATE EMPLOYEES DUE To DISTRICT CLOSURE

Whereas, the recent COVID-19 virus resulted in the closure of the Brownsville ISD on March 23, 2020 up until June 30, 2020, or at the direction of the Texas Education Agency or the Governor of Texas and possibly for a longer period of time, for the safety of students and staff; and

Whereas, the District followed the recommendation of Dr. René Gutiérrez, and closed the campuses of the Brownsville ISD; and

Whereas, Brownsville ISD closed the campuses because it must act in the best interest of, and for the safety of, its students and staff; and

Whereas, through circumstances completely beyond their control, most Brownsville ISD employees are forced to miss work days because the school district was closed; and

Whereas, there is a public purpose served and a benefit to the Brownsville ISD to demonstrate support of its employees, enhance employee morale and support the retention of employees;

Whereas, some Brownsville ISD employees' work schedules will be affected by these closures; and

Whereas, this resolution is not meant to excuse the failure to report to duty on these days by any employees who were instructed by the administration to do so or who are required by contract or job description to report for duty, and who are emergency services personnel or whose presence is necessary to provide for the safety and well-being of the general public;

Now therefore, be it resolved by the Board that:

1. All of the above referenced paragraphs are incorporated into and made a part of this resolution; and

2. The Board determines that none of the days missed due to school district closure during the COVID-19 virus will be made up by the Brownsville ISD employees through either instruction of students or performance of other duties unless required by TEA; and

3. The Board finds a public purpose and benefit to the Brownsville ISD to excuse and/or forgive the absences by BISD employees due to school district closure during the recent COVID-19 virus, and that payments for such days are necessary in the conduct of the public schools as provided by Texas Education Code Section 45.105(c); and

4. The Board hereby authorizes the Superintendent of Schools to excuse the days of absence of BISD employees for school district closure necessitated by the COVID-19 virus, and to pay all employees full compensation for these days; and

5. The Board also hereby authorizes and ratifies the decision of the Superintendent of Schools to compensate hourly employees/classified employees, **in addition to their full compensation**, who came to work during the district closure and performed extra duties with an additional premium compensation in the amount of one and a half of their hourly wage for all time actually worked while the District is closed or at the direction from the Texas Education Agency or the Governor of Texas. The Board further authorizes the Superintendent to make adjustments to compensation at his discretion.

6. The Board also hereby authorizes and ratifies the decision of the Superintendent to supplement instructional certified teachers in the amount of one hundred ($100.00) dollars per month beginning April 2020 to offset their

teleconference/internet/telework cost of instruction for documented instructional services provided to students during this COVID 19 disaster declaration.

7. This resolution includes the emergency waiver of the $50,000.00 state required minimum for procurement and gives the Superintendent up to $500,000.00 authority under this specific resolution.

8. The Board further resolves to provide meals for children between ages of 0 thru 18 years of age at the Superintendent's discretion from Monday thru Friday at the Superintendent's designated pickup locations. Children must be present when picking up meals as per Federal Guidelines.

9. The Board further resolves and authorizes the Superintendent or his designee to make decisions regarding the grading system found in policy EIC, EIF, EIE, and EIA(Local).

Approved this 5th day of May, 2020.

Board President, Minerva Peña

Attested by: Dr. Prisci Tipton
Board Secretary

STATE OF TEXAS **(Minutes conducted via electronic voting)**

COUNTY OF CAMERON

BE IT REMEMBERED, that on the **14th day of May, 2020**, the Board of Trustees of the Brownsville Independent School District met in a **Special Called Board Meeting** at the Administration Building, 1900 Price Road, Brownsville, Texas, for the purpose of transacting any and all business that came before the Board and with the following to wit:

PRESENT:

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

ABSENT:

Dr. Sylvia P. Atkinson	Member

ALSO PRESENT:

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

ALSO ABSENT:
None

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

I. Meeting called to order by Ms. Minerva Pena, Board President at 3:00 p.m.

II. Moment of Silence led by Ms. Minerva Pena, Board President.

III. Pledge of Allegiance led by Ms. Drue Brown, Board Member.

IV. Roll Call. Ms. Minerva Pena, Board President announced that all Board Members were present.

V. Recommend approving the **agenda** of the **Special Called Board Meeting of Thursday, May 14, 2020** with any **corrections/deletions.**

Motion made by Philip Cowen, seconded by Eddie Garcia, and unanimously carried to recommend approving the agenda of the Special Called Board Meeting of Thursday, May 14, 2020 with no corrections/deletions as stated by administration. (6-0)

VI. PUBLIC COMMENT:

Patrick Hammes – Mr. Hammes identified himself, his association, greeted everyone present and continued as follows. Mr. Hammes stated that he had 2 subjects, Covid 19, concerned about opening of school guidelines are not being adhered to by all campuses. They have been made aware that at some campuses, students are being asked to go in and turn in gear whereas no students should be at any campus as per the governor. Meetings with more than 30 employees of varied positions are being scheduled. At one campus, 6 paraprofessionals are being asked to work in the same room at the same time negating social distance practices. Teachers ask students to follow instructions, principals ask teachers to follow instructions, should principals follow the instructions given to them? Mr. Hammes did note that not all principals are partaking of these negative practices. The second subject, calendar, questions are arising with regards to alternative calendars being put forth by TEA to districts as possibilities for next year. All that is being asked of administration is that everyone be kept informed, final decisions will remain pending, but if information flows as it becomes available, employees will remain at peace. Mr. Hammes thanked everyone for their time and wished them a good evening.

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

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

VII. General Function Item(s):

A. Action Item(s):

1. Administration recommends rescheduling the Board Meeting of June 9, 2020 to June 16, 2020 in preparation of 2020 graduation ceremonies and for the purpose of having a reserved date should inclement weather arise. **(No questions or concerns)**

   Motion made by Drue Brown, seconded by Laura Perez Reyes, and unanimously carried to recommend approval rescheduling the Board Meeting of June 9, 2020 to June 16, 2020 in preparation of 2020 graduation ceremonies and for the purpose of having a reserved date should inclement weather arise. (6-0)

2. Recommend approval to purchase 14,648 Grab and Go Take-Home Book Packs of 3 for the 2019-2020 school year in the amount of $ 147,212.40 for fund 162- State Compensatory.

   Dr. Prisci Roca Tipton, Board Member interjected, so moved. Mr. Philip Cowen, Board Member interjected, I have a question. Ms. Minerva Pena, Board President stated, go ahead, I have a question too but I will let you go first. Mr. Cowen asked, are they going to be passed out now so the children can take them home for the summer and have books to read and other stuff like that? **Dr. Rene Gutierrez, Superintendent of Schools asked, Dr. Cantu, Dr, Trevino, we are going to get those before the summer, before June or? Dr. Nereida Cantu, Deputy Superintendent for Business & Operations stated, our goal is, once we have approval is to order them immediately and it is the ones that we are going to pass out to the students, it also is going to include an activity sheet, a parent guide and there will be Bilingual material included for our Bilingual students also.** Mr. Cowen asked, so then the timing would be for fall? **Dr. Cantu stated, as soon as we can sir, no, it will be for the summer.** Mr. Cowen stated, okay, that's all I wanted to know, that's good to know, okay. Ms. Pena asked, and so, this is going to be for the 19-20 school budget year, they are coming up? **Dr. Cantu replied,**

yes maam. Ms. Pena asked, and just out of curiosity, what, why is it that we are doing it so late in the school year for this? **Dr. Cantu replied, what happened was, I had explained during the last Budget Workshop Ms. Pena, one of the things that I did, I had the support groups and when I met with the support groups, the concerns that they started hearing was there were some campuses that were not able to have the Scholastic book fairs in the fall, you know, because of the Covid 19 and some students not having access to books, the libraries don't open, so one of the things that came up, a recommendation, should we look at sending a packet of books home for the students. And so this was recommended, we brought it to the principals at the principals meeting, got a very positive reception on it and then presented it at the Budget Workshop and now we are bringing it for approval.** Ms. Pena asked, and who are these support groups? **Dr. Cantu replied, the support groups, we go the people at State Comp, people in Special Ed, the Parent Liaisons, the, I'm trying to think who else I involved, CATE and Bilingual.** Ms. Pena asked, so includes employees. **Dr. Cantu replied, yes.** Ms. Pena continued, the principals along with this, are they part of the support group? **Dr. Cantu stated, when we presented it to them, we have very positive feedback and there was excitement from the principals, the concern right now is how soon can we get them and I, that's something I don't have an answer for right now but I can certainly, you know, one of the things I definitely would want to do is expedite it to make sure that we can get them here ASAP so that we can give them to the students by the end of the school year.** Ms. Pena asked, and one thing I want is to make sure that we assure that they guarantee a deliver date and if they don't then we don't have to buy them because we've had stuff now that has been delayed over two months because of the priority and the pandemic. What is priority, you know, shipping out your needs to, your masks, your gloved, your sanitizers, so a lot of this stuff is being put to the back. I don't know, I'm sure people can tell you at home how long certain things are getting to take. So if we don't get them till July and August, you know, something to where we can guarantee the delivery and then if they don't guarantee the delivery, we can't get them to the students for the summer then we won't serve the purpose that we bought them for. I want to make sure we are very careful because we are so close to the end of the year and we are right at the middle, at the peak of the pandemic, yes maam. Ms. Laura Perez-Reyes, Board Member stated, I think that because we don't, going to happen in the fall, we may still need them in the fall so whether we get them next week or a month from now or two months from now, they are still going to serve a purpose. Ms. Pena stated, and the only reason I'm saying that is because we are very, and I know, because we didn't have the book fairs and that, you know, we are trying to find monies and funds where we can take care of the more urgent and priority things, that's why I'm saying that because I want to make sure that we have the fund to take care of the more urgent things, okay. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, motion passes, 5 yes, 1 abstention.**

Motion made by Dr. Prisci Roca Tipton, seconded by Laura Perez Reyes, to recommend approval to purchase 14,648 Grab and Go Take-Home Book Packs of 3 for the 2019-2020 school year in the amount of $ 147,212.40 for fund 162- State Compensatory.

The following vote was recorded:

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

Motion Carried: 5-0-1

3. Recommend approval to purchase 11,000 Chromebooks 11 3100 2-in-1 for student use district-wide from Dell, Inc., One Dell Way, Round Rock, TX 78682 in the amount not to exceed $3,025,000.00. Acquisition to be processed using the Department of Information Resources Resolution #R-003/19-20.

Mr. Eddie Garcia, Board Member interjected, second, so moved. Ms. Minerva Pena, Board President stated, okay, you want to do both sir, pick one, okay? Mr. Garcia stated, so moved. Ms. Pena asked, and who second? Ms. Laura Perez-Reyes, Board Member stated, second. Ms. Pena stated, okay, thank you, go ahead Ms. Brown. Ms. Drue Brown, Board Member stated, it's been brought to my attention and I don't mean to sound critical here, but that even then, that a lot of our desktop computers out in the classroom, the ones that are in the office, different places, even the newer computers do not have camera and microphones so that even if our teachers do go back to the classroom they are not able to zoom, distance learning, things like that. So, and that's not what I am asking here but what I want to make sure, I want somebody to tell me, are these Chromebooks equipped with cameras and are they equipped with microphones? **Dr. Rene Gutierrez, Superintendent of Schools asked, are they Dr. Cantu, these new ones that we are buying? Dr. Nereida Cantu, Deputy Superintendent for Business & Operations replied, Dr. Gutierrez, the request came in from our C&I team and I believe that they addressed that, the cameras but I could not say with all certainty. I got the description from our Technology team so I could make a quick call and get some additional information.** Ms. Brown stated, I think we should because. Ms. Pena interjected, please. Ms. Brown continued, I think I would really be hesitant to vote for something that is going to go out there that doesn't have a microphone or a camera because that's what we need right now. Mr. Philip Cowen, Board Member interjected, you can get it right now and we can come back to it because they are not going to be any good at all if they don't have cameras on them you know. Ms. Pena interjected, yes, please. Mr. Cowen added, or a microphone. Ms. Pena stated, yes, it's very crucial because it's a 3-million-dollar contract so, we will come back to this then and so we move on to, well the next one at this point in time, Pat, go ahead and read that**. (Action taken after executive session)**

VIII. CLOSED MEETING: as pursuant to the Texas Government Code Sections: 551.071, 551.072, 551.074, 551.082, and 551.084. 3:00 p.m.

Board Reconvenes from Executive Session 4:01 p.m.

VII. A. 3. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, yes, I have a motion by Mr. Garcia and a second by Ms. Perez.** Ms. Minerva Pena, Board President stated, and we were trying to find out, Ms. Brown, go ahead. Ms. Drue Brown, Board Member stated, my question was, did the Chromebooks have microphones and cameras and it's been affirmed that they do so I'm in favor of it. Ms. Pena added, yes, very important issue**.**

Motion made by Eddie Garcia, seconded by Laura Perez Reyes, and unanimously carried to recommend approval to purchase 11,000 Chromebooks 11 3100 2-in-1 for student use district-wide from Dell, Inc., One Dell Way, Round Rock, TX 78682 in the amount not to exceed $3,025,000.00. Acquisition to be processed using the Department of Information Resources Resolution #R-003/19-20. (6-0)

A. PERSONNEL MATTER(S):

Motion made by Philip Cowen, seconded by Eddie Garcia, and unanimously carried to recommend approval grouping agenda items VIII A 1 and 2. (6-0)

1. Presentation, acceptance and approval of Retirements. (7) **G 6-0**

2. Presentation, acceptance and approval of Resignations. (3) **G 6-0**

3. **Motion made by Eddie Garcia, seconded by Laura Pere Reyes to recommend approval for the proposed non-renewal of a term contract teacher (M.A.H.) at the end of the 2019-2020 School Year, as discussed in executive session.**

   The following vote was recorded:

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

   Motion Carried: 5-0-1

4. **Motion made by Philip Cowen, seconded by Laura Perez Reyes, to recommend approval for the non-renewal of a term contract teacher (L.C.) at the end of the 2019-2020 School Year, as discussed in executive session.**

   The following vote was recorded:

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

   Motion Carried: 5-0-1

Mr. Baltazar Salazar, Legal Counsel interjected, Ms. Pena, if I may? Ms. Minerva Pena, Board President stated, yes, please sir. *Mr. Salazar stated, I, yeah, Ms. Pena and Board Members, Mr. Superintendent, Mr. Eddie Garcia, I do want to publically apologize, I think you and I had an exchange, I didn't, I, a couple of weeks ago at a Regular Board meeting and it had to do with the recordings. My intention has never been to embarrass or be rude to any Board Member, the Superintendent or Co-Counsel or any of the administrators, if I did come across like that sir, I want to publicly apologize, that was not my intent and people may give it a different spin or say that you are a new Board Member, I'm a seasoned attorney but again, I sincerely want to apologize, that was never my intent and I hope we can get over this sir.* Ms. Pena stated, thank you very much sir and on that note and sometimes we have done that to each other and I don't think that we mean it from our heart and I've apologized several times when I say stuff and somebody misconstrues it. We are very passionate about what we do, that's why we serve, that's why people sign up to run for public office because they have that passion for the community moving forward and I appreciate sir that you took responsibility for that and apologized to Mr. Garcia and the same thing, I've apologized at meetings before if I say something to someone or

make a face or you laugh and it's very funny, sometimes you have something in your mind but you are doing something outside cause it's been called out where people have said, why are you laughing? But I'm laughing at something that someone is doing but it comes across really bad cause it's a really serious subject on the table and you are laughing and for that, we as Board Members apologize if we have ever stepped on toes with the intent of not doing that. Sometimes that happens and I know that we are sincere when we say that we apologize, so I appreciate that, so with that, Dr. Gutierrez.

5. Board Self-Evaluation. **No Action**

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

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

X. Announcement(s):

A. Next scheduled Board Meeting of the Board of Trustees is on Tuesday, June 16, 2020.

Dr. Rene Gutierrez, Superintendent of Schools stated, on announcements, we are going to have a Special Called Board meeting on May 26th, 2020. We have two hearings that we need to schedule on that day. It will be May 26th, 2020, we are going to have one in the morning at 10 and then the other one in the afternoon so that, we need to do them before the month of May is over and that's why we need to have that Special Called meeting for those two hearing only and take care of that before the month of May is over, May 26th. Ms. Minerva Pena, Board President asked, do you have the time for the afternoon, more or less? **Dr. Gutierrez asked, Miguel, if we start at 10, what do you anticipate the length of that one and then go on into the afternoon.** ***Mr. Miguel Salinas, Staff Attorney stated, one of them sir, is very evidence intensive, it's probably going to take longer than the others, I would suggest we start at 9 o'clock, if that's possible and we can do one on the morning and one in the afternoon. Dr. Gutierrez, the Board, obviously, Counsel has to be available, Counsel on the other side, so we are going to try to have it on the 26th, but if Counsel is not available, we may have to have at least some alternative dates. But if Counsel is not available, there is on urgency for us to do it, they are the ones requesting that it be moved.*** Ms. Pena interjected, can I make a point on that because that's a day after a Holiday, Monday is a Holiday, do you know that? What day is Monday? Yes, but we have Memorial Day and people will be out so Monday is a Holiday, so are we okay? **Dr. Gutierrez stated, well, the 26th is Tuesday.** Ms. Pena stated, that's okay, I prefer 10 o'clock cause, if that's okay, cause I have a commitment at 9 but if you don't mind, you expect it to go 3, 4, 5 hours? What are you? How much time do we allow on these? ***Mr. Salinas stated, the Board can control, obviously, the, how much time they want to afford them but I would at least afford for the longer one, at least 4 hours.*** Ms. Pena stated, so let's say you start at 10, 11, 12, 1, 2. ***Mr. Salinas stated, then we can break and start the other one at 4 o'clock and go as long as the Board wants.*** Ms. Pena asked, both of them are pressed for time that they must be done before the end of May? Mr. Philip Cowen, Board Member interjected, can we try to have 9:30, I think we can get done by 12 and then start again at 1, you know, 9:30 would be good, that way we can give, because I don't want to, you know, my God, coming in at 10 o'clock in the morning and then taking up a second meeting at 4 o'clock, we are here till 8 or 9. **Dr. Gutierrez interjected, but the Board controls the time.** ***Mr. Salinas interjected, the Board controls the time and Mr. Cowen knows how emotionally draining, if anyone served on a jury before you know how emotionally draining a trial can be***

so not only is it long physically long emotionally too. We want to give everybody their time but obviously, the Board, it's going to be very difficult. Mr. Cowen interjected, but what I'm getting at is, it's okay if it runs, we start at 9:30 and if it runs till 1 o'clock for the first one and we have the next hearing set at 1 o'clock also, we can take an hour break, start at 2 and just go on, we don't have to do this marathon day where we will be here 16 hours. **Dr. Gutierrez interjected, so May 26th at 9:30?** Ms. Pena asked, okay, is everyone okay with it on the Board and then take an hour break and then resume the second one, is everyone okay on their calendar with that, I want to make sure we are? **Dr. Gutierrez interjected, those will be the only items on the agenda for that day.** Mr. Cowen interjected, make sure you have some coffee. ***Mr. Salinas interjected, yes sir and obviously, if Counsel is not available, we'll inform the Board that that's not a good day.*** **Dr. Gutierrez interjected, if they are not available then we will push it to the next month.** Ms. Pena stated, and if I may ask, let's say one is available but the other is not, you are going to do one and not the other, is that the way it would work? ***Mr. Salinas stated, yes.*** Ms. Pena stated, we will adjust the time depending on if it's one, you know, it could be, you know, at 10 if it's one, just keep us informed so we can comply with your request. **Dr. Gutierrez stated, okay, we will.** Mr. Pena stated, Ms. Brown. Ms. Drue Brown, Board Member stated, there's a lot of grass roots efforts going on right now to help our 2020 high school graduates and I know everybody in this room is concerned. There's been some neat things on Facebook where people are adopting high school graduates and so I know you guys are wondering what you could do so I challenge everybody here in this room, the administrative team, the Board Members. I made a donation to the Superintendents Scholarship Golf Tournament and if we pulled some resources from this room and everybody else did the same we could fund at least one scholarship for our 2020 graduates. Students are going off to college as well and I think it's important that we do what we can to help with scholarships. Mr. Moody has already collected quite, he's had a lot of the vendors who come forward and they are making donations anyway even though they didn't get to play golf. Mr. Moody, how much have you collected so far? **Mr. Jason Moody, Public Relations Administrator stated, we have about 23 thousand.** Ms. Brown echoed, 23 thousand, so. **Mr. Moody added, we have about another 10 that have committed that we've made some phone call these past couple of days so it's just a matter of following up.** Ms. Brown stated, good, and I know some of you all know different people you can reach out so if you could do something to try to increase that amount and help some of our graduates, I would kindly ask everybody to join in, thank you. Ms. Pena stated, if I may. **Dr. Gutierrez stated, Ms. Pena.** Ms. Pena stated, a little bold but I'd like to challenge Board Members and staff, 100-dollar donation to the Golf Tournament and I will be willing to make that contribution so I would like to challenge if you could. Ms. Brown interjected, I made a 100-dollar donation as well and usually what we do is give a thousand so I mean, if we all put our money in together we could easily fund at least one. Ms. Pena stated, Dr. Gutierrez. **Dr. Gutierrez stated, I'd like to also say that if we could also, all of us participate in adopting a senior student so we can do something for, you know, make this time of the year a little brighter for our seniors because they are essential and that's why we are going to have in person graduation because the senior class of 2020 is also essential and they are also our heroes and we are very proud of them. Even though they are not with us, we are still in touch with them and all of us can adopt a senior and make their senior year, this time of the year a little brighter for them. It's been difficult for all of us but you know, we can, this is supposed to be their best time of their lives and they can't enjoy to be with their peers, to be in their school. So if we can all just take one senior, adopt him or adopt her and do something for them to make this time of the year a little brighter and the graduation a little better and that way we can, you know, take care of our kids and it's our way of**

saying we haven't forgotten you, you are still in our hearts, in our minds and we are going to do everything we can to keep them in our BISD family. Ms. Pena stated, and if I could piggy back on that, and the adopt a senior is just a kind a polite way to reach out to a child out there that is graduating because they don't have the graduation party, all of that went out because of the pandemic and them being gifted little snacks or things that they can use for college. And one thing that they are asking is a senior get adopted once and not 5 people to adopt the same one because then we leave some out but us as individuals, we can adopt 5 if you want. But it's making sure that we go out and reach out to these students who might not be able to go out and celebrate and there's a Facebook page, am I not correct sir. **Dr. Gutierrez stated, that's correct.** Ms. Pena stated, and it's called adopt a senior, Brownsville Independent School District and I know now they are doing it all over the valley, I've seen it. So just a little bit of an encouragement for them, you know, get to meet their parents and tell them you are there for them and you are very excited that they get to graduate and its beyond our control that it happened during this pandemic so I think it's a wonderful idea, thank you for bringing it up because we are 100% for all our seniors, anybody else? Thank you, remember, 100 dollars for the scholarship fund and adopt a senior, whatever you can do for them cause remember, everything you pay forward comes back to you 100 fold and that's the objective that we want to teach our children, give forward and you will always have 100 fold come back and you will never lack for anything, that really works.

XI. Adjournment.

Motion was made by Drue Brown, seconded by Eddie Garcia and unanimously carried to approve to adjourn the Special Called Board Meeting at **5:33 P.M. (6-0)**

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

(HANDOUTS ADDED TO OFFICIAL MINUTES)
(AUDIO/VIDEO TAPES OF THE OPEN MEETING AND THE WRITTEN CERTIFIED AGENDA OF THE CLOSED MEETING ARE ON FILE)

Approved by: _____ _____
Minerva Pena, President of the Board **Date**

Attested by: _____ _____
Dr. Prisci Roca Tipton, Secretary of the Board **Date**

Notes: Font style designation

Board of Trustees
Administration
Board Attorney
Staff Attorney
Speaker/Presenter

(Minutes presented at Regular Board Meeting held on October 6, 2020)

STATE OF TEXAS **(Minutes conducted via electronic voting)**

COUNTY OF CAMERON

BE IT REMEMBERED, that on the **26th day of May, 2020**, the Board of Trustees of the Brownsville Independent School District met in a **Special Called Board Meeting** at the Administration Building, 1900 Price Road, Brownsville, Texas, for the purpose of transacting any and all business that came before the Board and with the following to wit:

PRESENT:

Minerva Pena	President
Drue Brown	Vice-President
Dr. Prisci Roca Tipton	Secretary
Eddie Garcia	Member
Laura Perez Reyes	Member (arrived at 9:30 a.m.)

ABSENT:

Philip Cowen	Assistant Secretary
Dr. Sylvia P. Atkinson	Member

ALSO PRESENT:

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

ALSO ABSENT:
None

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

I. Meeting called to order by Ms. Minerva Pena, Board President at 9:20 a.m.

II. Moment of Silence led by Ms. Minerva Pena, Board President.

III. Pledge of Allegiance led by Dr. Prisci Roca Tipton, Board Member.

IV. Roll Call. Ms. Minerva Pena, Board President announced that Ms. Pena, Ms. Brown, Mr. Garcia and Dr. Tipton were present.

V. Recommend approving the agenda of the Special Called Board Meeting of Tuesday, May 26, 2020 with any corrections/deletions. As per Dr. Rene Gutierrez, delete agenda item VII A 1

Ms. Minerva Pena, Board President asked, do I have a motion? **Dr. Rene Gutierrez, Superintendent of Schools interjected, before there is a motion, I'd like to call on a deletion that we going to have on this Special Called Board meeting. If you look at item number VII, A, number 1, this item will be deleted for this meeting and it will be brought back on June**

16th Board meeting, at that time. So we are deleting item VII, A, 1. Ms. Pena stated, thank you, do I have a motion? Ms. Drue Brown, Board Member stated, so moved. Ms. Pena asked, do I have a second? Mr. Eddie Garcia, Board Member stated, second. Ms. Pena stated, please vote. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, hold on, please vote, motion passes, unanimous.**

Motion made by Drue Brown, seconded by Eddie Garcia, and unanimously carried to recommend approving the agenda of the Special Called Board Meeting of Tuesday, May 26, 2020, and to delete agenda item VII A1, as stated by administration. (4-0)

VI. PUBLIC COMMENT:

Patrick Hammes - Mr. Hammes identified himself, his association, greeted everyone present and continued as follows. Mr. Hammes expressed gratitude for the concern and support demonstrated to him in the passing of his sister. The 19-20 school year is being wrapped up and he is sure that everyone is glad it's coming to an end due to its difficulty. He asked that a message be sent out to employees regarding the technology stipend and that this info be posted on the website as well. He expressed concern about having training during the Memorial Day Holiday, day 1 of GT required hours took place, those that did not participate on the 1st day will not be able to participate on the 2nd day. Requested that the district stop scheduling training during Holidays for it is not in the best interest of employees. Mr. Hammes went on to ask that administration allow for district employees where someone tested positive for Covid be allowed to stay home until campus is safe for them to return and for notices to be sent out. In closing, he stated, that Counselors, Librarians and Nurses be allowed to remain on the teacher schedule for the 20-21 school year and that they be given the $1,500 dollar raise also.

Laura Perez Reyes arrived at 9:30 a.m.

Doesn't matter what TASB recommends, they are an advisory committee like EBC and was often told as an EBC member that he was only advisory. He stated that everyone deserves a raise due to current difficult situation and suggested that a side by side review be conducted next year to see what is best, to remain on the teacher schedule or to change as advised via an informed recommendation. Mr. Hammes thanked everyone for their time and wished them a good evening.

Marta Fernandez - Ms. Fernandez identified herself, greeted everyone present and continued as follows. Ms. Fernandez stated that she was speaking on behalf of Carlos Herrera and that she had met him as a student at Oliveira middle school. *Mr. Baltazar Salazar, Legal Counsel interjected, again, I hate to interrupt but I believe this has to do with the hearing, I believe that's personnel matter, I don't believe it's appropriate.* Ms. Minerva Pena, Board President stated, we are not doing the hearing, we are at the Special Called Board meeting sir. *Mr. Salazar stated, I understand that but this has to do with the personnel and the hearing that's going to be before the Board today.* **Ms. Patricia Perez, Board Secretary stated, ma'am the hearing is right after**. Ms. Pena stated, oh, yes, thank you, thank you maam, I understand sir, sorry, I misunderstood.

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

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

VII. Superintendent's Report: * SB1566

A. Conference Presentations:

1. Recognition of Marco Martinez. **(Agenda item deleted, as per Administration)**

VIII. General Function Item(s):

A. Action Item(s):

1. Recommend approval of Resolution #022/19-20 for the purpose of supporting Texas Association of School Board 2018-2020 Advocacy Agenda Priorities. **No questions or concerns**

Motion made by Drue Brown, seconded by Laura Perez Reyes, and unanimously carried to recommend approval of Resolution #022/19-20 for the purpose of supporting Texas Association of School Board 2018-2020 Advocacy Agenda Priorities. (5-0)

IX. Adjournment.

Motion was made by Ms. Drue Brown, seconded by Ms. Laura Perez-Reyes and unanimously carried to approve to adjourn the Special Called Board Meeting at 9:33 A.M. (5-0)

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

(HANDOUTS ADDED TO OFFICIAL MINUTES)

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

Approved by: _____ _____
Minerva Pena, President of the Board **Date**

Attested by: _____ _____
Dr. Prisci Roca Tipton, Secretary of the Board **Date**

Notes: Font style designation

Board of Trustees
Administration
Board Attorney
Staff Attorney
Speaker/Presenter

(Minutes presented at Regular Board Meeting held on October 6, 2020)

STATE OF TEXAS **(Minutes conducted via electronic voting)**

COUNTY OF CAMERON

BE IT REMEMBERED, that on the **26th Day of May, 2020**, the Board of Trustees of the Brownsville Independent School District met in a **Hearing No. 001/19-20** at the Administration Building, 1900 Price Road, Brownsville, Texas, for the purpose of transacting any and all business that came before the Board and with the following to wit:

PRESENT:

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

ABSENT:

Philip Cowen	Assistant Secretary
Dr. Sylvia P. Atkinson	Member

ALSO PRESENT:

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

ALSO ABSENT:
None

WHEREUPON, a quorum being present and it appearing before the Board, it is hereby so found that notice of this **Hearing 19-20** has been duly given in the manner and for the length of time as prescribed by law. The meeting was called to order and declared ready for the transaction of business with the following to wit:

I. Meeting called to order by Ms. Minerva Pena, Board President at 9:33 a.m.

II. Moment of Silence led by Ms. Minerva Pena, Board President.

III. Pledge of Allegiance led by Dr. Prisci Roca Tipton, Board Member.

IV. Roll Call. Ms. Minerva Pena, Board President announced that Ms. Brown, Mr. Garcia and Dr. Tipton and Ms. Laura Perez-Reyes were present.

V. CLOSED MEETING: as pursuant to the Texas Government Code Sections: 551.071, 551.072, 551.074, 551.082, and 551.084. 9:33 a.m.

A. Notice of Hearing No. 001/19-20 on the non-renewal of Carlos Herrera before an attorney designated by the Brownsville Independent School District Board of Trustees on its behalf pursuant to DFBB Legal.

B. BOARD RECONVENES-Board action on agenda item discussed in Executive Session. 2:27 pm

C. Discussion, consideration and possible action regarding Hearing No. 001/19-20 on the Non-renewal of Carlos Herrera.

Ms. Minerva Pena, Board President stated, after our closed session for the hearing, Dr. Gutierrez, do you have something to say? **Dr. Rene Gutierrez, Superintendent of Schools stated, yes, I was going to ask the Board on this Notice of Hearing that we had with the Board recommending the resignation of Mr. Carlos Herrera and putting it for Board approval and I will go ahead and accept his resignation as Superintendent of Schools upon Board approval.** Ms. Drue Brown, Board Member stated, so moved. Ms. Laura Perez Reyes, Board Member stated, second. Ms. Pena stated, thank you. **Ms. Pat C. Perez, Administrative Assistant to the Board of Trustees stated, motion passes unanimous. 5-0**

Motion made by Drue Brown, seconded by Laura Perez Reyes, and unanimously carried to recommend approval regarding Hearing No. 001/19-20 to accept the resignation of Mr. Carlos Herrera, as recommended by administration. (5-0)

VI. Adjournment.

Hearing adjourned at 2:28 p.m.

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

(HANDOUTS ADDED TO OFFICIAL MINUTES)
(AUDIO/VIDEO TAPES OF THE OPEN MEETING AND THE WRITTEN CERTIFIED AGENDA OF THE CLOSED MEETING ARE ON FILE)

Approved by: _____ _____
Minerva Pena, President of the Board **Date**

Attested by: _____ _____
Dr. Prisci Roca Tipton, Secretary of the Board **Date**

Notes: Font style designation

Board of Trustees
Administration
Board Attorney
Staff Attorney
Speaker/Presenter

(Minutes presented at Regular Board Meeting held on October 6, 2020)

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 10/06/20

Item Title: Recognition of Life Saving Award
Brownsville ISD Police Officers

X **Action**
Information
Discussion

BACKGROUND:

Recognition of Life Saving Award for Brownsville ISD Police Officers:

Life Saving Award Lorenzo C. Lopez #995
Commendation Award Itzayana A. Hinojosa #1111
Commendation Award Emmanuel #954

On September 15, 2020, Officer Lopez and Officer Itzayana Hinojosa witnessed a vehicle striking a motorcycle on Jaime J. Zapata Avenue and Robindale Rd. Officer Lopez recognized that the driver of the motorcycle had sustained potential life threatening injuries in the manner severe loss of blood and a fracture to his leg. Officer Lopez immediately applied a tourniquet on the injured person's leg to diminish the loss of blood thus possibly saving that person's life (as later confirmed by EMS). Officer Hinojosa quickly assumed traffic control duties and cleared the path for EMS to arrive. Officer Alcala upon hearing the traffic relayed on the radio, made his way over to the accident and secured the car keys, obtained identifying information from the driver of the vehicle and then went to assist Officer Lopez by providing him with a second tourniquet as there was a significant amount of blood loss. The heroic actions displayed by these Police Officers are the epitome of selfless professionalism and reflect the high standards of community commitment embodied by the BISD Police Department.

Oscar Garcia
Submitted by: Police & Security Adm.

Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent 9/30/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 10/06/20

Item Title: Recognition of Alejandro "Alex" Mancillas, Veterans ECHS Senior, National Karate Champion

	Action
X	Information
	Discussion

BACKGROUND:

Recognition of Alejandro "Alex" Mancillas for winning in national competitions in the North American Sport Karate Association (N.A.S.K.A) known to be the biggest and toughest league in sport karate.

His career wins include the following:

- Multi-time TKO State Champion
- 2 Time Junior Triple Crown Award
- Jamal Hassan Award
- NASKA World Champion
- NASKA Overall Grand Champion
- ISKA American Champion
- Back to Back Diamond Ring Winner

Alex exemplifies the strength, the value, the discipline of our students and our school district.

Dr. René Gutiérrez
Submitted by: Superintendent

Recommended by: Asst. Supt./CFO

Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

René Gutierrez

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Alejandro "Alex" Mancillas is a senior at Veteran's Memorial Early College High School, concurrently enrolled with University of Texas at Rio Grande Valley and Texas Southmost College. He is the son of Eva Ramirez, who is not only his strongest supporter but also his martial arts trainer.

Alex started his training at the tender age of four (4) and soon thereafter he won youth underbelt titles not only at the local level but also at the state level.

Within six (6) years, Alex earned his black belt which then earned him a spot on Team Gipsy which is a Texas' Nationally sponsored Sport Karate Team.

Alex competed throughout the country in weapons and sparring. He soon started winning in national competitions in the North American Sport Karate Association (N.A.S.K.A.) known to be the biggest and toughest league in sport karate.

His career wins include the following:

- Multi-time TKO State Champion
- 2 Time Junior Triple Crown Award
- Jamal Hassan Award
- NASKA World Champion
- NASKA Overall Grand Champion
- ISKA American Champion
- Back to Back Diamond Ring Winner

On Christmas Eve 2019, Alex received an early Christmas gift, a call from The World-Renowned Team Paul Mitchell Karate. He was invited to join their team. He is currently sponsored by John Paul Mitchell Systems Hair Products and Century Martial Arts, who is the leading distributor of martial arts supplies.

Year 2020 was becoming a promising year for Team Paul Mitchell Karate with impressive results at competitions from Chicago to California and also Ireland. The pandemic has put a damper on live competitions. However, Alex has been competing in virtual state qualifier tournaments, leading to the TKO State Finals in November 2020. Before the State Finals, Alex will compete in a Live Pay Per View match on the 24th day of October.

For Alex, not only excelling in academics and karate is important, but also personal growth and community involvement. He is working at his favorite gym, Orange Theory Fitness, and will soon become a certified trainer.

Alex exemplifies the strength, the value, the discipline of our students and our school district. BISD - The Best Choice.

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 10/06/20

Item Title: Recognition of Omar Juarez, Hanna ECHS Graduate, Undefeated Super Lightweight Champion and Local Humanitarian

	Action
X	Information
	Discussion

BACKGROUND:

Recognition of Omar Juarez, Hanna ECHS graduate, for putting the city of Brownsville on the map with his boxing skills in the ring and his humanitarian work outside of it. The undefeated (9-0-0, 4 KO's) super lightweight is quickly climbing the ranks in his division as he looks to graduate from prospect to contender.

This sport "Is gonna help me be something in life and eventually I'll use this platform to help other people, motivate other athletes and give back."

Juarez has spoken to close to 40,000 community members. Juarez has received recognition from the Texas State Senate, Texas House of Representatives, the cities of Brownsville and San Benito and the Cameron County Commissioner's Court for his work at schools in his community. Juarez has been invited to the office of United States Congressman Felemon Vela, accompanying him to migrant camps on the border. He also served as a spokesman to raise awareness for their plight. In February, Juarez was the guest of honor at the Tim Tebow Foundation's "A Night to Shine," a prom event for special needs children.

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Submitted by: Superintendent

Recommended by: Asst. Supt./CFO

Approved by: Deputy Superintendent

René Gutiérrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Omar Juarez Bio

Hailing from Brownsville, Texas, Omar Juarez is putting his city on the map with his boxing skills in the ring and his humanitarian work outside of it. The undefeated super lightweight is quickly climbing the ranks in his division as he looks to graduate from prospect to contender.

MAKING MAMA PROUD

As a child, Omar Juarez admits to being close to his mother, Nancy, who, nevertheless, with her husband, Rudy Jr., chose pugilism to jump-start the transformation of her middle of three boys into manhood.

"I didn't really like sports. All I liked to do was be with my Mom. My older brother, Rudy III, was into boxing until Mom and Dad started me in it at the age of eight behind my older brother Rudy, who ended up later on spending most of his time in football," said Omar, whose younger brother, Sebastian, now 15, has also entered boxing.

As an amateur, Juarez "had 120 fights with 30 losses," developing a reputation as a devastating body puncher and winning six national titles, including two each in the junior Olympics and Golden Gloves.

But it wasn't easy.

"My first 10 amateur fights I lost, left and right, getting knocked down. The sport was basically telling me to quit," said Juarez. "But my father was a huge fan of boxing and it all started with me just trying to make my parents proud. It was hard. Like they say, boxing is the toughest and loneliest sport in the world.

"But it made me feel good when I saw it start to build character. I saw my life change completely in a positive way. I told myself, 'I've just got to keep going. This is gonna take me somewhere. This is gonna help me be something in life and eventually I'll use this platform to help other people, motivate other athletes and give back.'"

TURNING PRO AND BEING AN INSPIRATION

An 18-year-old Juarez's professional debut was a four-round unanimous decision at 140 ½ pounds over Matt Gavers in September 2018 two years after having graduated with a B-average from Homer Hanna High in his native Brownsville, Texas—and keeping his promise by speaking to youth in his community.

"Growing up, what really motivated me was listening to motivational speakers," Juarez recalled "I told myself, 'Wow, if just the power of words could change my life, maybe it could change other peoples' lives too.' I always told myself no matter how far I get in my career, I want to give back because growing up, not a lot of people believed in me."

Juarez has spoken to close to 40,000 community members. Juarez has received recognition from the Texas State Senate, Texas House of Representatives, the cities of Brownsville and San Benito and the Cameron County Commissioner's Court for his work at schools in his community.

Juarez has been invited to the office of United States Congressman Filemon Vela, accompanying her to migrant camps on the border. He also served as a spokesman to raise awareness for their

plight. In February, Juarez was the guest of honor at the Tim Tebow Foundation's "A Night to Shine," a prom event for special needs children.

"I get kids coming up and asking me things like, 'Hey man, I know exactly what you mean—I don't party, I don't do drugs," said Jaurez. "As long as you believe in yourself and work hard, your dreams will become reality."

Juarez vs. Martinez: February 1, 2020 (PBC on FS1)

A QUICK STUDY

Juarez's nickname, "Lightning," is appropriate given his relatively swift ascension over the following year.

"El Relampago" went 5-0 with four stoppage victories in 2019 comprising a second-round TKO of Phillip Percy (February), a four-round unanimous decision over DeWayne Bonds (April), consecutive first-round knockouts of Seifullah Jihad Wise (June) and Gino De la Paz (August), and a sixth-round stoppage of Kevin Shacks (November).

Bonds was a southpaw who entered at 3-1-1 (one KO), De la Paz was floored once, and Shacks, three times by Juarez, who improved to 6-0 with four KOs. For Shacks, Juarez spent part of his camp in his native Brownsville before going to San Antonio to finish sparring with WBA 140-pound champion Mario Barrios.

"I got really good sparring with a world champion and somebody I admire. I'm a big fan of Mario Barrios. He's an incredible fighter and I learned a lot from being in the ring with him. As I'm getting older, I can feel my body getting stronger. I'm having a great training camp to say the least."

Jaurez also met Mexican legend and Hall of Fame former champion Julio Cesar Chavez Sr., who "gave me some tips and said he'll see me at the top" he said of "a big festival in Brownsville called Charro Days."

"We ended up training a little bit together," said Jaurez. "It was a surreal feeling."Juarez overcame some confusion in advance of his last fight in February, a unanimous decision over tough journeyman Martin Angel Hernandez (19-19-1, 12 KOs), who carried deceptive power and had been in the ring with former champions Marcos Maidana, Lucas Matthysse, Mike Alvarado, title challenger Michael Farenas and contender Abel Ramos.

Juarez and his team had initially thought they were to face Mexico's Angel Martinez Hernandez, who was 10-1 (10 KOs), which ended up not being the case.

"There was a mix-up, and the guy we faced had fought Marcos Maidana and Lucas Matthysee, and it was definitely a big career win for me. It was a beautiful experience, especially fighting a veteran with over 30 fights, my first eight-rounder as well," said Juarez, who floored Hernandez in the seventh round after discovering the truth about his rival at the pre-fight weigh-in.

"We had been watching film of the other guy until we found out, and then, we switched to studying the man we beat that night. He was a veteran fighter, using elbows, holding me, but I was able to overcome everything. There are levels to this, and I have a lot of work left to do, but I learned a lot. I'm still a prospect, but I'm gradually getting more comfortable. I'm only 20 years old, and I'm being patient, but it won't be long before everyone in the boxing world knows who I am."

On Saturday, August 8, 2020, Juarez returned to the ring versus Willie Shaw at Microsoft Theater in Los Angeles, California, live on FOX PBC Fight Night.

The athletic—and tricky—Shaw landed several quick rights early on. It wasn't enough to phase Juarez, who may be only 21 but fights with a poise beyond his years.

Juarez (8-0, 4 KOs) landed the cleaner punches throughout, backing Shaw up and keeping him on the defensive to win a six-round unanimous decision. Final cards read 60-54, 59-55 and 58-56.

Juarez vs. Shaw: August 8, 2020 (PBC on FOX)

Still I Rise

On Saturday, August 8, 2020, Juarez returned to the ring versus Willie Shaw at Microsoft Theater in Los Angeles, California, live on FOX PBC Fight Night.

The athletic—and tricky—Shaw landed several quick rights early on. It wasn't enough to phase Juarez, who may be only 21 but fights with a poise beyond his years.

Juarez (8-0, 4 KOs) landed the cleaner punches throughout, backing Shaw up and keeping him on the defensive to win a six-round unanimous decision. Final cards read 60-54, 59-55 and 58-56.

Juarez was back in the ring less than 30 days later, this time against Dakota Linger on September 6, 2020. This one was never in doubt as Juarez cruised to an eight-round unanimous decision win.

Linger (12-4-2, 8 KOs), a two-time Toughman champion, was game but outgunned. He took most of Juarez's shots well, although, in the sixth, a perfect left hook to his sides briefly knocked the wind out of him.

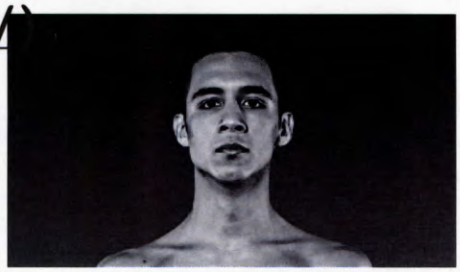
The 21-year-old Juarez (9-0, 4 KOs) finished strong to win by scores of 80-72, 79-73 and 79-73.

"We knew that Linger would be a tough fighter, but we prepared for anything," said Juarez. "I stay active and I'm always ready. It felt really good to get the eight rounds in. I showed that I'm a smart fighter. In my first couple of fights when I was getting early knockouts, I felt like I wasn't really getting the work I needed. Tonight I felt really good and really strong. I'm ready for more."

"We're going to take a couple of days off and stay in the gym," said Juarez. "I always want to be ready no matter what. I love having these opportunities and learning experiences in the ring."

PREMIER BOXING CHAMPIONS

MENU



OMAR
JUAREZ
"EL RELAMPAGO"

RECORD	KOS
9-0-0	4

WEIGHT	142.8 LBS (POUNDS) (64.55 KG (KILOGRAMS))
AGE	21
HOME	BROWNSVILLE, TEXAS (TEXAS),

COMPLETE STATS >

READ BIO >

(https://twitter.com/iamomarjuarez)

(https://www.instagram.com/iamomarjuarez/)

LAST FIGHT



Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 10/06/20

Item Title: Recognition of 2020 All Valley Sports Awards

	Action
X	Information
	Discussion

BACKGROUND:

Recognition of the 2020 All Valley Sports Awards Recipients sponsored by Lone Star National Bank and RGVSports.com:

1.) Lower Valley Girls Soccer Player of the Year – Denisse Romero, Porter ECHS
2.) Lower Valley Boys Soccer Player of the Year – Brandon Montes, Porter ECHS
3.) Lower Valley Boys Cross Country Athlete of the Year – John Abrego, Hanna ECHS
4.) Lower Valley Boys Swimmer of the Year – Nico Alvarez, Veterans Memorial ECHS

The 2020 All Valley Sports Awards is an annual local recognition of the best of the best high school athletes from the 2019-2020 school year. These awards are selected out of the 12 UIL sports and presented annually by RGVSports.com.

Jason Moody
Submitted by: Director of Public Relations

Recommended by: Asst. Supt./CFO

Approved by: Deputy Superintendent
10/1/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 10/06/20

Item Title: Recognize the 2019-2020 Campus Instructional Aides of the Year

X Action
___ Information
___ Discussion

BACKGROUND:

Recognition of Campus Instructional Aides of the Year for the 2019-2020 School Year.

Maricela Franco
Submitted by: Principal/Program Adm.

Carmelita Rodriguez
Recommended by: Asst. Supt/CFO

Dr. Anysia Treviño
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 10/06/20

Item Title: Recognize the 2019-2020 District Classified Staff of the Year

X Action
__ Information
__ Discussion

BACKGROUND:

Recognition of District Classified Staff of the year for the 2019-2020 School Year.

Approved for Submission to Board of Education:

Maricela Franco
Submitted by: Principal/Program Adm.

Carmelita Rodriguez
Recommended by: Asst. Supt/CFO

Dr. Anysia Treviño
Approved by: Deputy Superintendent

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 10/06/20

Item Title: Recognize the Brownsville ISD Human Resources Department for Education Human Resources Day on October 14, 2020

X Action
___ Information
___ Discussion

BACKGROUND:

Recognition of Texas Education Human Resources Day.

Governor Greg Abbott has proclaimed October 14, 2020, as Texas Education Human Resources Day. A day set aside to recognize and honor the important contributions made by school staff who work in human resources.

Human Resources staff work hard each day to make sure our schools are staffed with high quality employees and that those employees have a good work environment.

Approved for Submission to Board of Education:

Maricela Franco
Submitted by: Principal/Program Adm.

Carmelita Rodriguez
Recommended by: Asst. Supt/CFO

Dr. René Gutiérrez, Superintendent

Dr. Anysia Treviño
Approved by: Deputy Superintendent

When Necessary, Additional Background May Follow This.

GOVERNOR GREG ABBOTT

In Texas, we understand that our youth are the future of our state and nation. In order for them to fulfill their vast potential, we must ensure that every young Texan receives a challenging, well-rounded education. Across Texas, human resources professionals help students receive the highest quality of education possible by facilitating a quality learning experience and safe environment for students, teachers, and staff.

Human resources professionals working in our schools foster healthy and successful educational environments by hiring the skilled teachers and school staff who will encourage and challenge students to make their dreams a reality. By hiring high-quality staff, providing much-needed services to students, teachers, and administrators, and ensuring the best interests of students and faculty are met, those working in human resources in our schools ensure our students will thrive as they become the future leaders of our state and nation.

At this time, I encourage all Texans to recognize the many contributions of education human resources professionals as they continue to develop effective strategies for success in education, implement best practices for hiring and retaining quality teachers and staff, and take on new challenges in the best interests of students.

Therefore, I, Greg Abbott, Governor of Texas, do hereby proclaim October 14, 2020, to be

Education Human Resources Day

in Texas, and urge the appropriate recognition whereof.

In official recognition whereof, I hereby affix my signature this the 18th day of September, 2020.

Governor of Texas

Brownsville Independent School District

Agenda Category: Conference Presentation **Board of Education Meeting:** 10/06/20

Item Title: Financial Report
September 2020

	Action
X	Information
	Discussion

BACKGROUND:

Brownsville Independent School District Financial Report for the period ended September 30, 2020.

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

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
9/30/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District
Monthly Report

General Fund 101 Through 199
Cumulative as of September 30, 2020

	Description	Budget (Adjusted)	Actual (To Date)	Balance	Percent Actual / Budget	Prior Yr Percent Actual / Budget
	REVENUES					
57XX	Local Revenues	$ 76,263,071	$ 1,966,034	$ 74,297,037	2.58%	2.86%
58XX	State Revenues	373,526,159	50,561,047	322,965,112	13.54%	13.66%
59XX	Federal Revenues	48,502,253	797,760	47,704,493	1.64%	0.50%
	Total Revenues	498,291,483	53,324,840	444,966,643	10.70%	9.35%
	EXPENDITURES					
11	Instruction	$ 249,776,002	$ 39,546,934	$ 210,229,068	15.83%	19.35%
12	Instructional Resources	7,638,300	1,541,162	6,097,138	20.18%	20.59%
13	Curriculum Development	11,600,959	2,552,492	9,048,467	22.00%	20.76%
21	Instructional Leadership	6,267,349	1,449,394	4,817,955	23.13%	20.57%
23	Campus Leadership	27,547,713	5,823,282	21,724,431	21.14%	21.11%
31	Counseling and Guidance	19,688,307	4,016,595	15,671,712	20.40%	19.84%
32	Social Work Services	876,734	128,889	747,845	14.70%	34.84%
33	Health Services	4,894,896	819,404	4,075,492	16.74%	19.48%
34	Student Transportation	11,634,887	1,104,581	10,530,306	9.49%	16.11%
35	Food Services	42,196,689	3,100,415	39,096,274	7.35%	8.44%
36	Co Curricular Activity	19,686,674	3,324,127	16,362,547	16.89%	18.23%
41	Administration	13,806,771	3,217,272	10,589,499	23.30%	20.60%
51	Plant Maintenance and Operations	65,873,428	10,199,726	55,673,702	15.48%	19.88%
52	Security and Monitoring Services	8,433,169	1,644,685	6,788,484	19.50%	18.93%
53	Data Processing	9,694,943	1,348,495	8,346,448	13.91%	21.91%
61	Community Services	551,635	85,491	466,144	15.50%	24.86%
71	Debt Services	15,603,120	9,125,564	6,477,556	58.49%	57.55%
81	Facilities Acquisition and Construction	49,700,316	2,153,921	47,546,395	4.33%	11.99%
95	Payments to Juvenile Justice	351,167	-	351,167	0.00%	0.00%
99	Other Intergovernmental Charges	995,500	230,131	765,369	23.12%	24.32%
89XX	Other Uses/Special Items/Non-Operating Expenses	-	-	-	0.00%	0.00%
	Total Expenditures	$ 566,818,559	$ 91,412,559	$ 475,406,000	16.13%	18.36%
	Excess (Deficiency) of Revenues Over (Under) Expenditures	$ (68,527,076)	$ (38,087,719)	$ (30,439,357)		
	Assigned / Designated Fund Balance					
	COVID-19	11,700,000				
	Transportation	34,395				
	Maintenance and Operations	2,580,000				
	Construction/Renovation	37,960,565				
	State Special Education	96,891				
	Carry Over Purchase Orders	16,155,185				
	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 September 30, 2020

	Description	Budget (Adjusted)	Actual (To Date)	Balance	Percent Actual / Budget
	REVENUES				
57XX	Local Revenues	$ 5,491	$ -	$ 5,491	0.00%
58XX	State Revenues	6,403,290	10,380	6,392,910	0.16%
59XX	Federal Revenues	59,392,975	1,710,764	57,682,211	2.88%
	Total Revenues	$ 65,801,756	$ 1,721,144	$ 64,080,612	2.62%
	EXPENDITURES				
11	Instruction	$ 53,663,150	$ 6,798,271	$ 46,864,879	12.67%
12	Instructional Resources	2,330,734	476,262	1,854,472	20.43%
13	Curriculum Development	3,939,427	889,515	3,049,912	22.58%
21	Instructional Leadership	1,908,147	344,069	1,564,078	18.03%
23	Campus Leadership	729,746	216,569	513,177	29.68%
31	Counseling and Guidance	2,505,094	507,878	1,997,216	20.27%
32	Social Work Services	-	-	-	0.00%
33	Health Services	1,882,218	292,512	1,589,706	15.54%
34	Student Transportation	-	-	-	0.00%
35	Food Services	1,000,000	-	1,000,000	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	2,191,170	803,673	1,387,497	36.68%
52	Security and Monitoring Services	599,888	-	599,888	0.00%
53	Data Processing	414,079	170,108	243,971	41.08%
61	Community Services	3,859,681	497,607	3,362,074	12.89%
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	$ 75,051,123	$ 10,996,464	$ 64,054,659	14.65%
	Excess (Deficiency) of Revenues Over (Under) Expenditures	$ (9,249,367)	$ (9,275,320)	$ 25,953	
	Assigned / Designated Fund Balance Carry Over Purchase Orders	9,249,294			

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 September 30, 2020

	Description	Budget (Adjusted)	Actual (To Date)	Balance	Percent Actual / Budget
	REVENUES				
57XX	Local Revenues	$ 10,263,746	$ 208,788	$ 10,054,958	2.03%
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	$ 208,788	$ 15,636,993	1.32%
	EXPENDITURES				
11	Instruction	$ -	$ -	$ -	0.00%
12	Instructional Resources	-	-	-	0.00%
13	Curriculum Development	-	-	-	0.00%
21	Instructional Leadership	-	-	-	0.00%
23	Campus Leadership	-	-	-	0.00%
31	Counseling and Guidance	-	-	-	0.00%
32	Social Work Services	-	-	-	0.00%
33	Health Services	-	-	-	0.00%
34	Student Transportation	-	-	-	0.00%
35	Food Services	-	-	-	0.00%
36	Co Curricular Activity	-	-	-	0.00%
41	Administration	-	-	-	0.00%
51	Plant Maintenance and Operations	-	-	-	0.00%
52	Security and Monitoring Services	-	-	-	0.00%
53	Data Processing	-	-	-	0.00%
61	Community Services	-	-	-	0.00%
71	Debt Services	15,845,781	7,195,790	8,649,991	45.41%
81	Facilities Acquisition and Construction	-	-	-	0.00%
95	Payments to Juvenile Justice	-	-	-	0.00%
99	Other Intergovernmental Charges	-	-	-	0.00%
89XX	Other Uses/Special Items/Non-Operating Expenses	-	-	-	0.00%
	Total Expenditures	$ 15,845,781	$ 7,195,790	$ 8,649,991	45.41%
	Excess (Deficiency) of Revenues Over (Under) Expenditures	$ -	$ (6,987,002)	$ 6,987,002	

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 September 30, 2020

	Description	Actual (To Date)
	REVENUES	
57XX	Local Revenues	$ 12,371,292
58XX	State Revenues	-
59XX	Federal Revenues	-
	Total Revenues	$ 12,371,292
	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	10,953,593
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	$ 10,953,593
	Excess (Deficiency) of Revenues Over (Under) Expenditures	$ 1,417,699
	Excess (Deficiency) - Estimated	$ 1,417,699

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 - 09/30/2020

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	1,848,774.70	1,848,774.70	16,306,052.30	89 %
62	PROF. CONTRACTED SERV.	586,000.00	45,942.00	631,942.00	311,764.17	76,407.54	76,407.54	243,770.29	38 %
63	SUPPLIES/MATERIALS	21,072,077.00	171,382.00	21,243,459.00	4,850,301.87	986,776.22	986,776.22	15,406,380.91	72 %
64	OTHER OPERATING COSTS	31,000.00	0.00	31,000.00	2,718.70	82.50	82.50	28,198.80	90 %
66	CAP. OUT.-BUILD/EQUIP	871,350.00	424,111.00	1,295,461.00	331,010.12	93,100.00	93,100.00	871,350.88	67 %
	Function Total:	40,715,254.00	641,435.00	41,356,689.00	5,495,794.86	3,005,140.96	3,005,140.96	32,855,753.18	79 %
	Func: 35 Food Services								
	Fund Total:	40,715,254.00	641,435.00	41,356,689.00	5,495,794.86	3,005,140.96	3,005,140.96	32,855,753.18	79 %
	Fund: 161 Local Deaf								
61	PAYROLL COSTS	86,662.00	0.00	86,662.00	0.00	15,195.26	15,195.26	71,466.74	82 %
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	1,650.37	0.00	0.00	7,749.63	82 %
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	51,650.37	15,195.26	15,195.26	139,316.37	67 %
	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	16,391.31	16,391.31	41,748.69	71 %
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	16,391.31	16,391.31	42,748.69	72 %
	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 %

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	7,500.00	0.00	7,500.00	0.00	0.00	0.00	7,500.00	100 %
	Func: 36 Co Curricular Activity								
61	PAYROLL COSTS	2,200.00	0.00	2,200.00	0.00	0.00	0.00	2,200.00	100 %
62	PROF. CONTRACTED SERV.	1,000.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100 %
	Function Total:	3,200.00	0.00	3,200.00	0.00	0.00	0.00	3,200.00	100 %
	Func: 61 Community Services								
	Fund Total:	289,652.00	0.00	289,652.00	51,650.37	31,586.57	31,586.57	206,415.06	71 %
	Fund: 162 State Compensatory Ed								
61	PAYROLL COSTS	15,973,732.00	10,900.00	15,984,632.00	0.00	2,180,932.49	2,180,932.49	13,803,699.51	86 %
62	PROF. CONTRACTED SERV.	466,875.00	360,144.00	827,019.00	614,011.00	88,965.49	88,965.49	124,042.51	14 %
63	SUPPLIES/MATERIALS	5,519,378.00	-338,065.00	5,181,313.00	1,778,471.82	638,475.29	638,475.29	2,764,365.89	53 %
64	OTHER OPERATING COSTS	33,880.00	14,000.00	47,880.00	1,163.25	0.00	0.00	46,716.75	97 %
	Function Total:	21,993,865.00	46,979.00	22,040,844.00	2,393,646.07	2,908,373.27	2,908,373.27	16,738,824.66	75 %
	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	1,500.00	5,822,926.00	0.00	1,317,973.59	1,317,973.59	4,504,952.41	77 %
62	PROF. CONTRACTED SERV.	677,450.00	57,425.00	734,875.00	88,051.00	322,430.80	322,430.80	324,393.20	44 %
63	SUPPLIES/MATERIALS	755,421.00	-45,130.00	710,291.00	97,858.03	130,613.83	130,613.83	481,819.14	67 %
64	OTHER OPERATING COSTS	33,400.00	-1,500.00	31,900.00	0.00	0.00	0.00	31,900.00	100 %
	Function Total:	7,287,697.00	12,295.00	7,299,992.00	185,909.03	1,771,018.22	1,771,018.22	5,343,064.75	73 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	235,438.00	0.00	235,438.00	0.00	67,859.97	67,859.97	167,578.03	71 %
62	PROF. CONTRACTED SERV.	10,500.00	0.00	10,500.00	4,229.39	384.49	384.49	5,886.12	56 %
63	SUPPLIES/MATERIALS	9,380.00	0.00	9,380.00	2,442.38	0.00	0.00	6,937.62	73 %
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	6,671.77	68,244.46	68,244.46	187,401.77	71 %
	Func: 21 Instructional Leadership								
61	PAYROLL COSTS	1,529,943.00	0.00	1,529,943.00	0.00	326,320.76	326,320.76	1,203,622.24	78 %

Brownsville Independent School District
Expenditure Summary Report
07/01/2020 - 09/30/2020

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	2,198.79	199.89	199.89	3,801.32	61 %
63	SUPPLIES/MATERIALS	21,650.00	0.00	21,650.00	8,853.68	290.26	290.26	12,506.06	57 %
64	OTHER OPERATING COSTS	5,100.00	0.00	5,100.00	450.00	0.00	0.00	4,650.00	91 %
Function Total:		1,562,893.00	0.00	1,562,893.00	11,502.47	326,810.91	326,810.91	1,224,579.62	78 %
Func: 23 Campus Leadership									
61	PAYROLL COSTS	1,708,091.00	0.00	1,708,091.00	0.00	326,470.24	326,470.24	1,381,620.76	80 %
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	326,470.24	326,470.24	1,391,720.76	80 %
Func: 31 Counseling & Guidance									
62	PROF. CONTRACTED SERV.	550,000.00	0.00	550,000.00	212,500.00	60,000.00	60,000.00	277,500.00	50 %
Function Total:		550,000.00	0.00	550,000.00	212,500.00	60,000.00	60,000.00	277,500.00	50 %
Func: 32 Social Work Services									
61	PAYROLL COSTS	78,226.00	0.00	78,226.00	0.00	11,688.26	11,688.26	66,537.74	85 %
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	11,688.26	11,688.26	67,087.74	85 %
Func: 33 Health Services									
61	PAYROLL COSTS	249,481.00	0.00	249,481.00	0.00	55,737.73	55,737.73	193,743.27	77 %
63	SUPPLIES/MATERIALS	14,495.00	0.00	14,495.00	1,056.69	0.00	0.00	13,438.31	92 %
Function Total:		263,976.00	0.00	263,976.00	1,056.69	55,737.73	55,737.73	207,181.58	78 %
Func: 51 Plant Maint & Operations									
61	PAYROLL COSTS	116,247.00	0.00	116,247.00	0.00	26,909.52	26,909.52	89,337.48	76 %
Function Total:		116,247.00	0.00	116,247.00	0.00	26,909.52	26,909.52	89,337.48	76 %
Func: 52 Security & Monitoring Srv									
61	PAYROLL COSTS	73,240.00	0.00	73,240.00	0.00	13,169.06	13,169.06	60,070.94	82 %
63	SUPPLIES/MATERIALS	62,764.00	22.00	62,786.00	1,329.10	13,993.00	13,993.00	47,463.90	75 %
64	OTHER OPERATING COSTS	4,140.00	0.00	4,140.00	798.69	0.00	0.00	3,341.31	80 %
Function Total:		140,144.00	22.00	140,166.00	2,127.79	27,162.06	27,162.06	110,876.15	79 %
Func: 61 Community Services									

Brownsville Independent School District
Expenditure Summary Report
07/01/2020 - 09/30/2020

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Fund Total:	33,974,407.00	59,296.00	34,033,703.00	2,813,413.82	5,582,414.67	5,582,414.67	25,637,874.51	75 %
	Fund: 163 State Bilingual Ed								
61	PAYROLL COSTS	2,933,633.00	0.00	2,933,633.00	0.00	298,359.98	298,359.98	2,635,273.02	89 %
62	PROF. CONTRACTED SERV.	0.00	4,484.00	4,484.00	4,483.15	0.00	0.00	0.85	%
63	SUPPLIES/MATERIALS	423,993.00	-2,488.00	421,505.00	20,842.85	6,736.29	6,736.29	393,925.86	93 %
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	1,996.00	3,361,622.00	25,326.00	305,096.27	305,096.27	3,031,199.73	90 %
	Func: 11 Instruction								
61	PAYROLL COSTS	464,541.00	-62,037.00	402,504.00	0.00	118,339.40	118,339.40	284,164.60	70 %
62	PROF. CONTRACTED SERV.	66,000.00	292,238.00	358,238.00	282,012.50	49,950.00	49,950.00	26,275.50	7 %
63	SUPPLIES/MATERIALS	209,126.00	-124,402.00	84,724.00	45,348.46	11,612.17	11,612.17	27,763.37	32 %
64	OTHER OPERATING COSTS	35,000.00	-1,000.00	34,000.00	20,326.77	950.96	950.96	12,722.27	37 %
	Function Total:	774,667.00	104,799.00	879,466.00	347,687.73	180,852.53	180,852.53	350,925.74	39 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	185,960.00	0.00	185,960.00	0.00	51,976.76	51,976.76	133,983.24	72 %
62	PROF. CONTRACTED SERV.	15,000.00	0.00	15,000.00	3,299.56	299.96	299.96	11,400.48	76 %
63	SUPPLIES/MATERIALS	0.00	2,088.00	2,088.00	0.00	928.00	928.00	1,160.00	55 %
64	OTHER OPERATING COSTS	35,000.00	-1,160.00	33,840.00	0.00	0.00	0.00	33,840.00	100 %
	Function Total:	235,960.00	928.00	236,888.00	3,299.56	53,204.72	53,204.72	180,383.72	76 %
	Func: 21 Instructional Leadership								
61	PAYROLL COSTS	318,995.00	0.00	318,995.00	0.00	122,397.02	122,397.02	196,597.98	61 %
	Function Total:	318,995.00	0.00	318,995.00	0.00	122,397.02	122,397.02	196,597.98	61 %
	Func: 23 Campus Leadership								
62	PROF. CONTRACTED SERV.	145,000.00	0.00	145,000.00	0.00	129,037.50	129,037.50	15,962.50	11 %
63	SUPPLIES/MATERIALS	190,000.00	6,970.00	196,970.00	41,408.00	96,895.00	96,895.00	58,667.00	29 %
	Function Total:	335,000.00	6,970.00	341,970.00	41,408.00	225,932.50	225,932.50	74,629.50	21 %
	Func: 31 Counseling & Guidance								
	Fund Total:	5,024,248.00	114,693.00	5,138,941.00	417,721.29	887,483.04	887,483.04	3,833,736.67	74 %
	Fund: 164 State Vocational Ed								

Brownsville Independent School District
Expenditure Summary Report
07/01/2020 - 09/30/2020

		Budget			Actual				
Majo	Description	Original	Adjustments	Current	Encumbered	CUR	YT	Balance	Percent Availabl
61	PAYROLL COSTS	10,147,775.00	12,500.00	10,160,275.00	0.00	1,806,889.85	1,806,889.85	8,353,385.15	82 %
62	PROF. CONTRACTED SERV.	1,012,531.00	9,181.00	1,021,712.00	422,832.50	333,276.08	333,276.08	265,603.42	25 %
63	SUPPLIES/MATERIALS	1,777,302.00	250,922.00	2,028,224.00	443,004.56	89,128.57	89,128.57	1,496,090.87	73 %
64	OTHER OPERATING COSTS	500,113.00	-49,344.00	450,769.00	107,251.06	21,416.00	21,416.00	322,101.94	71 %
66	CAP. OUT.-BUILD/EQUIP	124,295.00	10,939.00	135,234.00	15,995.00	938.66	938.66	118,300.34	87 %
Function Total:		13,562,016.00	234,198.00	13,796,214.00	989,083.12	2,251,649.16	2,251,649.16	10,555,481.72	76 %
Func: 11 Instruction									
64	OTHER OPERATING COSTS	105,090.00	7,200.00	112,290.00	4,250.00	7,200.00	7,200.00	100,840.00	89 %
Function Total:		105,090.00	7,200.00	112,290.00	4,250.00	7,200.00	7,200.00	100,840.00	89 %
Func: 13 Curriculum Development									
61	PAYROLL COSTS	541,185.00	0.00	541,185.00	0.00	142,474.27	142,474.27	398,710.73	73 %
62	PROF. CONTRACTED SERV.	4,798.00	0.00	4,798.00	4,397.58	399.78	399.78	0.64	%
63	SUPPLIES/MATERIALS	16,150.00	812.00	16,962.00	4,946.39	165.86	165.86	11,849.75	69 %
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	812.00	566,695.00	10,467.17	143,039.91	143,039.91	413,187.92	72 %
Func: 21 Instructional Leadership									
61	PAYROLL COSTS	631,252.00	0.00	631,252.00	0.00	134,109.86	134,109.86	497,142.14	78 %
63	SUPPLIES/MATERIALS	84,500.00	0.00	84,500.00	18,445.16	2,078.02	2,078.02	63,976.82	75 %
64	OTHER OPERATING COSTS	99,100.00	-9,500.00	89,600.00	750.00	0.00	0.00	88,850.00	99 %
Function Total:		814,852.00	-9,500.00	805,352.00	19,195.16	136,187.88	136,187.88	649,968.96	80 %
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	-150,000.00	28,000.00	8,321.80	1,710.20	1,710.20	17,968.00	64 %
64	OTHER OPERATING COSTS	787,400.00	-24,750.00	762,650.00	250.00	0.00	0.00	762,400.00	99 %
Function Total:		976,900.00	-174,750.00	802,150.00	8,571.80	1,710.20	1,710.20	791,868.00	98 %
Func: 36 Co Curricular Activity									
62	PROF. CONTRACTED SERV.	0.00	1,800.00	1,800.00	1,799.40	0.00	0.00	0.60	%
Function Total:		0.00	1,800.00	1,800.00	1,799.40	0.00	0.00	0.60	%
Func: 51 Plant Maint & Operations									
Fund Total:		16,024,741.00	59,760.00	16,084,501.00	1,033,366.65	2,539,787.15	2,539,787.15	12,511,347.20	77 %

Brownsville Independent School District
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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Fund: 165 Athletics								
64	OTHER OPERATING COSTS	70,910.00	-1,110.00	69,800.00	393.75	0.00	0.00	69,406.25	99 %
	Function Total:	70,910.00	-1,110.00	69,800.00	393.75	0.00	0.00	69,406.25	99 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	5,889,947.00	0.00	5,889,947.00	0.00	1,241,247.32	1,241,247.32	4,648,699.68	78 %
62	PROF. CONTRACTED SERV.	709,157.00	28,097.00	737,254.00	38,257.07	60,484.96	60,484.96	638,511.97	86 %
63	SUPPLIES/MATERIALS	1,944,212.00	-101,625.00	1,842,587.00	485,390.23	164,987.54	164,987.54	1,192,209.23	64 %
64	OTHER OPERATING COSTS	1,838,077.00	9,120.00	1,847,197.00	195,382.69	310,934.87	310,934.87	1,340,879.44	72 %
66	CAP. OUT.-BUILD/EQUIP	101,785.00	23,275.00	125,060.00	0.00	23,275.00	23,275.00	101,785.00	81 %
	Function Total:	10,483,178.00	-41,133.00	10,442,045.00	719,029.99	1,800,929.69	1,800,929.69	7,922,085.32	75 %
	Func: 36 Co Curricular Activity								
61	PAYROLL COSTS	438,660.00	0.00	438,660.00	0.00	97,924.91	97,924.91	340,735.09	77 %
63	SUPPLIES/MATERIALS	11,680.00	154,049.00	165,729.00	134,917.34	3,768.15	3,768.15	27,043.51	16 %
66	CAP. OUT.-BUILD/EQUIP	0.00	29,750.00	29,750.00	29,749.68	0.00	0.00	0.32	%
	Function Total:	450,340.00	183,799.00	634,139.00	164,667.02	101,693.06	101,693.06	367,778.92	57 %
	Func: 51 Plant Maint & Operations								
	Fund Total:	11,004,428.00	141,556.00	11,145,984.00	884,090.76	1,902,622.75	1,902,622.75	8,359,270.49	74 %
	Fund: 166 State Special Ed								
61	PAYROLL COSTS	32,292,839.00	18,430.00	32,311,269.00	0.00	6,015,788.71	6,015,788.71	26,295,480.29	81 %
62	PROF. CONTRACTED SERV.	240,000.00	195,388.00	435,388.00	156,840.66	33,099.96	33,099.96	245,447.38	56 %
63	SUPPLIES/MATERIALS	710,268.00	249,062.00	959,330.00	205,557.09	272,091.20	272,091.20	481,681.71	50 %
64	OTHER OPERATING COSTS	444,552.00	8,730.00	453,282.00	111,976.54	28,125.00	28,125.00	313,180.46	69 %
	Function Total:	33,687,659.00	471,610.00	34,159,269.00	474,374.29	6,349,104.87	6,349,104.87	27,335,789.84	80 %
	Func: 11 Instruction								
61	PAYROLL COSTS	2,000.00	8,500.00	10,500.00	0.00	5,800.01	5,800.01	4,699.99	44 %
62	PROF. CONTRACTED SERV.	2,000.00	103,500.00	105,500.00	72,651.44	24,000.00	24,000.00	8,848.56	8 %
63	SUPPLIES/MATERIALS	10,000.00	7,890.00	17,890.00	17,889.64	0.00	0.00	0.36	%
64	OTHER OPERATING COSTS	237,180.00	-86,350.00	150,830.00	0.00	0.00	0.00	150,830.00	100 %
	Function Total:	251,180.00	33,540.00	284,720.00	90,541.08	29,800.01	29,800.01	164,378.91	57 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	1,401,332.00	0.00	1,401,332.00	0.00	356,127.79	356,127.79	1,045,204.21	74 %

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		Budget			Actual				
Majo	Description	Original	Adjustments	Current	Encumbered	CUR	YT	Balance	Percent Availabl
62	PROF. CONTRACTED SERV.	112,330.00	200.00	112,530.00	85,221.36	899.63	899.63	26,409.01	23 %
63	SUPPLIES/MATERIALS	27,000.00	8,500.00	35,500.00	13,757.35	1,174.95	1,174.95	20,567.70	57 %
64	OTHER OPERATING COSTS	36,570.00	-2,816.00	33,754.00	15,832.11	0.00	0.00	17,921.89	53 %
	Function Total:	1,577,232.00	5,884.00	1,583,116.00	114,810.82	358,202.37	358,202.37	1,110,102.81	70 %
	Func: 21 Instructional Leadership								
61	PAYROLL COSTS	601,821.00	0.00	601,821.00	0.00	131,563.97	131,563.97	470,257.03	78 %
63	SUPPLIES/MATERIALS	2,500.00	7,979.00	10,479.00	10,479.00	0.00	0.00	0.00	%
64	OTHER OPERATING COSTS	10,000.00	-7,979.00	2,021.00	1,890.00	0.00	0.00	131.00	6 %
	Function Total:	614,321.00	0.00	614,321.00	12,369.00	131,563.97	131,563.97	470,388.03	76 %
	Func: 23 Campus Leadership								
61	PAYROLL COSTS	3,155,664.00	-30,000.00	3,125,664.00	0.00	625,050.23	625,050.23	2,500,613.77	80 %
62	PROF. CONTRACTED SERV.	114,000.00	174,350.00	288,350.00	13,570.40	200,138.28	200,138.28	74,641.32	25 %
63	SUPPLIES/MATERIALS	224,800.00	-96,036.00	128,764.00	99,412.40	6,064.76	6,064.76	23,286.84	18 %
64	OTHER OPERATING COSTS	50,200.00	-18,975.00	31,225.00	10,600.00	0.00	0.00	20,625.00	66 %
	Function Total:	3,544,664.00	29,339.00	3,574,003.00	123,582.80	831,253.27	831,253.27	2,619,166.93	73 %
	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	-633.00	1,867.00	1,365.22	0.00	0.00	501.78	26 %
	Function Total:	3,000.00	367.00	3,367.00	1,365.22	0.00	0.00	2,001.78	59 %
	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	2,027.00	12,027.00	469.90	1,556.53	1,556.53	10,000.57	83 %
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	2,027.00	24,027.00	469.90	1,556.53	1,556.53	22,000.57	91 %
	Func: 36 Co Curricular Activity								
62	PROF. CONTRACTED SERV.	80,000.00	0.00	80,000.00	45,000.00	15,000.00	15,000.00	20,000.00	25 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	80,000.00	0.00	80,000.00	45,000.00	15,000.00	15,000.00	20,000.00	25 %
	Func: 41 Administration								
61	PAYROLL COSTS	39,662.00	0.00	39,662.00	0.00	9,210.74	9,210.74	30,451.26	76 %
63	SUPPLIES/MATERIALS	7,000.00	0.00	7,000.00	3,287.56	3,112.98	3,112.98	599.46	8 %
	Function Total:	46,662.00	0.00	46,662.00	3,287.56	12,323.72	12,323.72	31,050.72	66 %
	Func: 51 Plant Maint & Operations								
62	PROF. CONTRACTED SERV.	15,000.00	0.00	15,000.00	0.00	0.00	0.00	15,000.00	100 %
63	SUPPLIES/MATERIALS	10,000.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00	100 %
66	CAP. OUT.-BUILD/EQUIP	10,000.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00	100 %
	Function Total:	35,000.00	0.00	35,000.00	0.00	0.00	0.00	35,000.00	100 %
	Func: 53 Data Processing								
61	PAYROLL COSTS	8,000.00	0.00	8,000.00	0.00	749.26	749.26	7,250.74	90 %
62	PROF. CONTRACTED SERV.	15,800.00	1,800.00	17,600.00	1,000.00	1,349.50	1,349.50	15,250.50	86 %
63	SUPPLIES/MATERIALS	7,950.00	294.00	8,244.00	2,190.94	293.99	293.99	5,759.07	69 %
64	OTHER OPERATING COSTS	15,250.00	-1,800.00	13,450.00	1,935.00	0.00	0.00	11,515.00	85 %
	Function Total:	47,000.00	294.00	47,294.00	5,125.94	2,392.75	2,392.75	39,775.31	84 %
	Func: 61 Community Services								
	Fund Total:	39,911,718.00	543,061.00	40,454,779.00	870,926.61	7,731,197.49	7,731,197.49	31,852,654.90	78 %
	Fund: 188 TAX RATE INCREASE								
62	PROF. CONTRACTED SERV.	0.00	100,550.00	100,550.00	90,050.00	0.00	0.00	10,500.00	10 %
63	SUPPLIES/MATERIALS	0.00	335,990.00	335,990.00	312,095.00	0.00	0.00	23,895.00	7 %
	Function Total:	0.00	436,540.00	436,540.00	402,145.00	0.00	0.00	34,395.00	7 %
	Func: 34 Student Transportation								
62	PROF. CONTRACTED SERV.	0.00	3,516,670.00	3,516,670.00	431,681.00	504,929.04	504,929.04	2,580,059.96	73 %
63	SUPPLIES/MATERIALS	0.00	200,536.00	200,536.00	128,949.50	70,046.01	70,046.01	1,540.49	%
66	CAP. OUT.-BUILD/EQUIP	0.00	503,571.00	503,571.00	117,019.22	386,529.00	386,529.00	22.78	%
	Function Total:	0.00	4,220,777.00	4,220,777.00	677,649.72	961,504.05	961,504.05	2,581,623.23	61 %
	Func: 51 Plant Maint & Operations								
65	DEBT SERVICE	9,673,600.00	0.00	9,673,600.00	0.00	9,031,050.00	9,031,050.00	642,550.00	6 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	9,673,600.00	0.00	9,673,600.00	0.00	9,031,050.00	9,031,050.00	642,550.00	6 %
	Func: 71 Debt Services								
62	PROF. CONTRACTED SERV.	0.00	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100 %
66	CAP. OUT.-BUILD/EQUIP	1,000,000.00	31,917,664.00	32,917,664.00	2,802,836.56	436,168.56	436,168.56	29,678,658.88	90 %
	Function Total:	1,000,000.00	32,017,664.00	33,017,664.00	2,802,836.56	436,168.56	436,168.56	29,778,658.88	90 %
	Func: 81 Facilities Acq & Constr								
	Fund Total:	10,673,600.00	36,674,981.00	47,348,581.00	3,882,631.28	10,428,722.61	10,428,722.61	33,037,227.11	69 %
	Fund: 189 MAINT TAX NOTES 2017								
66	CAP. OUT.-BUILD/EQUIP	0.00	15,509,336.00	15,509,336.00	8,691,962.21	1,608,864.40	1,608,864.40	5,208,509.39	33 %
	Function Total:	0.00	15,509,336.00	15,509,336.00	8,691,962.21	1,608,864.40	1,608,864.40	5,208,509.39	33 %
	Func: 81 Facilities Acq & Constr								
	Fund Total:	0.00	15,509,336.00	15,509,336.00	8,691,962.21	1,608,864.40	1,608,864.40	5,208,509.39	33 %
	Fund: 190 PFC-Construction Fund								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 191 Maintenance Tax Notes 201								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 192 Insurance Recovery								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 196 Medical Reimbursement-MAC								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 197 Projects								
63	SUPPLIES/MATERIALS	280,000.00	-19,675.00	260,325.00	86,918.43	23,485.00	23,485.00	149,921.57	57 %
66	CAP. OUT.-BUILD/EQUIP	0.00	19,675.00	19,675.00	13,179.92	6,495.00	6,495.00	0.08	%

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	Function Total:	280,000.00	0.00	280,000.00	100,098.35	29,980.00	29,980.00	149,921.65	53 %
	Func: 11 Instruction								
62	PROF. CONTRACTED SERV.	213,500.00	-7,751.00	205,749.00	23,536.13	0.00	0.00	182,212.87	88 %
63	SUPPLIES/MATERIALS	136,500.00	7,751.00	144,251.00	26,452.95	23,334.00	23,334.00	94,464.05	65 %
	Function Total:	350,000.00	0.00	350,000.00	49,989.08	23,334.00	23,334.00	276,676.92	79 %
	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	42,327.86	9,727.23	9,727.23	3,432.91	6 %
	Function Total:	65,188.00	0.00	65,188.00	42,327.86	9,727.23	9,727.23	13,132.91	20 %
	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	42,710.71	34,090.00	34,090.00	71,599.29	48 %
	Function Total:	160,000.00	0.00	160,000.00	42,710.71	34,090.00	34,090.00	83,199.29	51 %
	Func: 41 Administration								
62	PROF. CONTRACTED SERV.	2,500,000.00	-62,336.00	2,437,664.00	1,161,376.52	187,917.27	187,917.27	1,088,370.21	44 %
63	SUPPLIES/MATERIALS	0.00	368,588.00	368,588.00	58,853.45	150,254.85	150,254.85	159,479.70	43 %
66	CAP. OUT.-BUILD/EQUIP	250,000.00	246,967.00	496,967.00	206,977.00	39,990.00	39,990.00	250,000.00	50 %
	Function Total:	2,750,000.00	553,219.00	3,303,219.00	1,427,206.97	378,162.12	378,162.12	1,497,849.91	45 %
	Func: 51 Plant Maint & Operations								
63	SUPPLIES/MATERIALS	126,200.00	3,300.00	129,500.00	2,076.30	0.00	0.00	127,423.70	98 %
66	CAP. OUT.-BUILD/EQUIP	173,800.00	-3,300.00	170,500.00	34,853.08	0.00	0.00	135,646.92	79 %
	Function Total:	300,000.00	0.00	300,000.00	36,929.38	0.00	0.00	263,070.62	87 %
	Func: 52 Security & Monitoring Srv								
66	CAP. OUT.-BUILD/EQUIP	0.00	883,316.00	883,316.00	572,135.87	108,888.12	108,888.12	202,292.01	22 %
	Function Total:	0.00	883,316.00	883,316.00	572,135.87	108,888.12	108,888.12	202,292.01	22 %
	Func: 81 Facilities Acq & Constr								
	Fund Total:	3,905,188.00	1,436,535.00	5,341,723.00	2,271,398.22	584,181.47	584,181.47	2,486,143.31	46 %
	Fund: 198 Medical Reimbursement-SHA								

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Budget Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
61	PAYROLL COSTS	0.00	0.00	0.00	0.00	8,029.94	8,029.94	-8,029.94	%
	Function Total:	0.00	0.00	0.00	0.00	8,029.94	8,029.94	-8,029.94	%
	Func: 11 Instruction								
61	PAYROLL COSTS	0.00	0.00	0.00	0.00	13,214.97	13,214.97	-13,214.97	%
	Function Total:	0.00	0.00	0.00	0.00	13,214.97	13,214.97	-13,214.97	%
	Func: 36 Co Curricular Activity								
	Fund Total:	0.00	0.00	0.00	0.00	21,244.91	21,244.91	-21,244.91	%
	Fund: 199 Local Maintenance								
61	PAYROLL COSTS	170,156,167.00	697,513.00	170,853,680.00	0.00	27,370,536.36	27,370,536.36	143,483,143.64	83 %
62	PROF. CONTRACTED SERV.	1,101,404.00	43,950.00	1,145,354.00	850,287.05	84,718.83	84,718.83	210,348.12	18 %
63	SUPPLIES/MATERIALS	1,426,753.00	1,782,045.00	3,208,798.00	1,840,661.04	221,672.89	221,672.89	1,146,464.07	35 %
64	OTHER OPERATING COSTS	698,166.00	13,963.00	712,129.00	171,114.64	2,576.68	2,576.68	538,437.68	75 %
66	CAP. OUT.-BUILD/EQUIP	0.00	11,930.00	11,930.00	11,929.92	0.00	0.00	0.08	%
	Function Total:	173,382,490.00	2,549,401.00	175,931,891.00	2,873,992.65	27,679,504.76	27,679,504.76	145,378,393.59	82 %
	Func: 11 Instruction								
61	PAYROLL COSTS	6,019,271.00	0.00	6,019,271.00	0.00	1,293,986.50	1,293,986.50	4,725,284.50	78 %
62	PROF. CONTRACTED SERV.	808,059.00	-4,340.00	803,719.00	597,193.99	193,544.51	193,544.51	12,980.50	1 %
63	SUPPLIES/MATERIALS	362,891.00	12,124.00	375,015.00	48,813.33	6,623.46	6,623.46	319,578.21	85 %
64	OTHER OPERATING COSTS	29,300.00	-5,949.00	23,351.00	1,050.45	298.90	298.90	22,001.65	94 %
66	CAP. OUT.-BUILD/EQUIP	36,970.00	29,674.00	66,644.00	6,299.00	23,375.00	23,375.00	36,970.00	55 %
	Function Total:	7,256,491.00	31,509.00	7,288,000.00	653,356.77	1,517,828.37	1,517,828.37	5,116,814.86	70 %
	Func: 12 Instructional Resources								
61	PAYROLL COSTS	2,509,521.00	-152,200.00	2,357,321.00	0.00	542,177.81	542,177.81	1,815,143.19	77 %
62	PROF. CONTRACTED SERV.	100,632.00	6,250.00	106,882.00	42,715.13	1,105.91	1,105.91	63,060.96	59 %
63	SUPPLIES/MATERIALS	120,504.00	-18,170.00	102,334.00	21,487.36	9,477.48	9,477.48	71,369.16	69 %
64	OTHER OPERATING COSTS	218,024.00	164,130.00	382,154.00	54,556.77	10,859.62	10,859.62	316,737.61	82 %
	Function Total:	2,948,681.00	10.00	2,948,691.00	118,759.26	563,620.82	563,620.82	2,266,310.92	76 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	3,147,812.00	-300.00	3,147,512.00	0.00	785,931.03	785,931.03	2,361,580.97	75 %
62	PROF. CONTRACTED SERV.	118,034.00	-500.00	117,534.00	72,158.29	2,798.59	2,798.59	42,577.12	36 %
63	SUPPLIES/MATERIALS	149,372.00	12,746.00	162,118.00	30,303.53	20,685.82	20,685.82	111,128.65	68 %

Brownsville Independent School District
Expenditure Summary Report
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Majo	Description	Budget Original	Adjustments	Current	Actual Encumbered	CUR	YT	Balance	Percent Availabl
64	OTHER OPERATING COSTS	141,820.00	-9,792.00	132,028.00	14,616.51	895.57	895.57	116,515.92	88 %
	Function Total:	3,557,038.00	2,154.00	3,559,192.00	117,078.33	810,311.01	810,311.01	2,631,802.66	73 %
	Func: 21 Instructional Leadership								
61	PAYROLL COSTS	23,880,387.00	1,000.00	23,881,387.00	0.00	5,099,003.98	5,099,003.98	18,782,383.02	78 %
62	PROF. CONTRACTED SERV.	437,141.00	6,290.00	443,431.00	151,105.91	77,329.81	77,329.81	214,995.28	48 %
63	SUPPLIES/MATERIALS	354,374.00	29,440.00	383,814.00	54,432.58	47,453.46	47,453.46	281,927.96	73 %
64	OTHER OPERATING COSTS	356,254.00	-13,382.00	342,872.00	74,840.50	18,722.94	18,722.94	249,308.56	72 %
	Function Total:	25,028,156.00	23,348.00	25,051,504.00	280,378.99	5,242,510.19	5,242,510.19	19,528,614.82	77 %
	Func: 23 Campus Leadership								
61	PAYROLL COSTS	12,588,128.00	0.00	12,588,128.00	0.00	2,390,435.12	2,390,435.12	10,197,692.88	81 %
62	PROF. CONTRACTED SERV.	315,744.00	-5,400.00	310,344.00	46,959.14	100,045.32	100,045.32	163,339.54	52 %
63	SUPPLIES/MATERIALS	283,605.00	5,082.00	288,687.00	32,221.69	5,395.19	5,395.19	251,070.12	86 %
64	OTHER OPERATING COSTS	52,946.00	1,036.00	53,982.00	1,826.50	875.00	875.00	51,280.50	94 %
	Function Total:	13,240,423.00	718.00	13,241,141.00	81,007.33	2,496,750.63	2,496,750.63	10,663,383.04	80 %
	Func: 31 Counseling & Guidance								
61	PAYROLL COSTS	298,101.00	0.00	298,101.00	0.00	68,889.37	68,889.37	229,211.63	76 %
62	PROF. CONTRACTED SERV.	1,100.00	0.00	1,100.00	0.00	0.00	0.00	1,100.00	100 %
63	SUPPLIES/MATERIALS	13,666.00	0.00	13,666.00	0.00	0.00	0.00	13,666.00	100 %
64	OTHER OPERATING COSTS	10,500.00	0.00	10,500.00	4,500.00	0.00	0.00	6,000.00	57 %
	Function Total:	323,367.00	0.00	323,367.00	4,500.00	68,889.37	68,889.37	249,977.63	77 %
	Func: 32 Social Work Services								
61	PAYROLL COSTS	4,511,293.00	0.00	4,511,293.00	0.00	768,737.23	768,737.23	3,742,555.77	82 %
62	PROF. CONTRACTED SERV.	105,899.00	25,000.00	130,899.00	101,998.90	25,399.78	25,399.78	3,500.32	2 %
63	SUPPLIES/MATERIALS	97,551.00	259.00	97,810.00	11,502.76	3,851.08	3,851.08	82,456.16	84 %
64	OTHER OPERATING COSTS	7,930.00	0.00	7,930.00	1,620.00	0.00	0.00	6,310.00	79 %
	Function Total:	4,722,673.00	25,259.00	4,747,932.00	115,121.66	797,988.09	797,988.09	3,834,822.25	80 %
	Func: 33 Health Services								
61	PAYROLL COSTS	8,829,493.00	-7,521.00	8,821,972.00	0.00	871,243.09	871,243.09	7,950,728.91	90 %
62	PROF. CONTRACTED SERV.	458,827.00	7,202.00	466,029.00	83,441.37	178,501.97	178,501.97	204,085.66	43 %
63	SUPPLIES/MATERIALS	1,328,300.00	3,698.00	1,331,998.00	719,629.73	54,709.92	54,709.92	557,658.35	41 %
64	OTHER OPERATING COSTS	528,500.00	397.00	528,897.00	749.00	126.00	126.00	528,022.00	99 %
66	CAP. OUT.-BUILD/EQUIP	49,451.00	0.00	49,451.00	0.00	0.00	0.00	49,451.00	100 %

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:	11,194,571.00	3,776.00	11,198,347.00	803,820.10	1,104,580.98	1,104,580.98	9,289,945.92	82 %
	Func: 34 Student Transportation								
61	PAYROLL COSTS	840,000.00	0.00	840,000.00	0.00	95,274.17	95,274.17	744,725.83	88 %
	Function Total:	840,000.00	0.00	840,000.00	0.00	95,274.17	95,274.17	744,725.83	88 %
	Func: 35 Food Services								
61	PAYROLL COSTS	3,250,905.00	0.00	3,250,905.00	0.00	795,167.05	795,167.05	2,455,737.95	75 %
62	PROF. CONTRACTED SERV.	161,347.00	38,116.00	199,463.00	58,852.68	8,277.38	8,277.38	132,332.94	66 %
63	SUPPLIES/MATERIALS	1,873,866.00	90,287.00	1,964,153.00	429,441.35	154,838.96	154,838.96	1,379,872.69	70 %
64	OTHER OPERATING COSTS	2,806,623.00	186,808.00	2,993,431.00	36,084.74	548,432.50	548,432.50	2,408,913.76	80 %
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	315,211.00	8,410,952.00	524,378.77	1,506,715.89	1,506,715.89	6,379,857.34	75 %
	Func: 36 Co Curricular Activity								
61	PAYROLL COSTS	9,075,254.00	-202,300.00	8,872,954.00	0.00	2,615,896.65	2,615,896.65	6,257,057.35	70 %
62	PROF. CONTRACTED SERV.	1,906,629.00	455,772.00	2,362,401.00	1,090,982.63	212,288.99	212,288.99	1,059,129.38	44 %
63	SUPPLIES/MATERIALS	584,924.00	504,360.00	1,089,284.00	72,544.23	130,003.24	130,003.24	886,736.53	81 %
64	OTHER OPERATING COSTS	1,168,191.00	68,241.00	1,236,432.00	495,522.60	204,305.45	204,305.45	536,603.95	43 %
66	CAP. OUT.-BUILD/EQUIP	0.00	5,700.00	5,700.00	0.00	5,688.00	5,688.00	12.00	%
	Function Total:	12,734,998.00	831,773.00	13,566,771.00	1,659,049.46	3,168,182.33	3,168,182.33	8,739,539.21	64 %
	Func: 41 Administration								
61	PAYROLL COSTS	23,083,571.00	21,300.00	23,104,871.00	0.00	5,361,184.74	5,361,184.74	17,743,686.26	76 %
62	PROF. CONTRACTED SERV.	15,654,254.00	404,274.00	16,058,528.00	1,026,597.59	2,208,940.27	2,208,940.27	12,822,990.14	79 %
63	SUPPLIES/MATERIALS	4,055,771.00	9,772,788.00	13,828,559.00	1,372,736.90	1,039,595.45	1,039,595.45	11,416,226.65	82 %
64	OTHER OPERATING COSTS	4,116,700.00	-74,017.00	4,042,683.00	27,150.50	31,076.48	31,076.48	3,984,456.02	98 %
66	CAP. OUT.-BUILD/EQUIP	240,000.00	128,214.00	368,214.00	126,292.00	49,508.00	49,508.00	192,414.00	52 %
	Function Total:	47,150,296.00	10,252,559.00	57,402,855.00	2,552,776.99	8,690,304.94	8,690,304.94	46,159,773.07	80 %
	Func: 51 Plant Maint & Operations								
61	PAYROLL COSTS	7,309,679.00	0.00	7,309,679.00	0.00	1,574,694.46	1,574,694.46	5,734,984.54	78 %
62	PROF. CONTRACTED SERV.	174,399.00	1,980.00	176,379.00	89,904.02	5,897.22	5,897.22	80,577.76	45 %
63	SUPPLIES/MATERIALS	372,732.00	3,298.00	376,030.00	117,108.94	35,243.24	35,243.24	223,677.82	59 %
64	OTHER OPERATING COSTS	83,159.00	275.00	83,434.00	3,813.67	1,940.35	1,940.35	77,679.98	93 %
66	CAP. OUT.-BUILD/EQUIP	71,400.00	0.00	71,400.00	65,380.00	0.00	0.00	6,020.00	8 %

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:	8,011,369.00	5,553.00	8,016,922.00	276,206.63	1,617,775.27	1,617,775.27	6,122,940.10	76 %
	Func: 52 Security & Monitoring Srv								
61	PAYROLL COSTS	2,569,601.00	-142,517.00	2,427,084.00	0.00	699,227.64	699,227.64	1,727,856.36	71 %
62	PROF. CONTRACTED SERV.	5,080,592.00	171,771.00	5,252,363.00	1,223,208.71	500,975.86	500,975.86	3,528,178.43	67 %
63	SUPPLIES/MATERIALS	1,193,023.00	24,806.00	1,217,829.00	539,824.92	104,366.88	104,366.88	573,637.20	47 %
64	OTHER OPERATING COSTS	40,015.00	800.00	40,815.00	436.32	21,000.00	21,000.00	19,378.68	47 %
66	CAP. OUT.-BUILD/EQUIP	672,727.00	49,125.00	721,852.00	23,325.00	22,925.00	22,925.00	675,602.00	93 %
	Function Total:	9,555,958.00	103,985.00	9,659,943.00	1,786,794.95	1,348,495.38	1,348,495.38	6,524,652.67	67 %
	Func: 53 Data Processing								
61	PAYROLL COSTS	270,898.00	0.00	270,898.00	0.00	55,696.57	55,696.57	215,201.43	79 %
62	PROF. CONTRACTED SERV.	6,049.00	0.00	6,049.00	2,198.79	199.89	199.89	3,650.32	60 %
63	SUPPLIES/MATERIALS	43,578.00	0.00	43,578.00	7,866.14	0.00	0.00	35,711.86	81 %
64	OTHER OPERATING COSTS	40,450.00	0.00	40,450.00	2,022.54	39.75	39.75	38,387.71	94 %
	Function Total:	360,975.00	0.00	360,975.00	12,087.47	55,936.21	55,936.21	292,951.32	81 %
	Func: 61 Community Services								
65	DEBT SERVICE	5,929,520.00	0.00	5,929,520.00	1,215,531.00	94,513.68	94,513.68	4,619,475.32	77 %
	Function Total:	5,929,520.00	0.00	5,929,520.00	1,215,531.00	94,513.68	94,513.68	4,619,475.32	77 %
	Func: 71 Debt Services								
66	CAP. OUT.-BUILD/EQUIP	290,000.00	0.00	290,000.00	0.00	0.00	0.00	290,000.00	100 %
	Function Total:	290,000.00	0.00	290,000.00	0.00	0.00	0.00	290,000.00	100 %
	Func: 81 Facilities Acq & Constr								
62	PROF. CONTRACTED SERV.	150,000.00	201,167.00	351,167.00	0.00	0.00	0.00	351,167.00	100 %
	Function Total:	150,000.00	201,167.00	351,167.00	0.00	0.00	0.00	351,167.00	100 %
	Func: 95 Pymts to Juvenile Just								
62	PROF. CONTRACTED SERV.	995,500.00	0.00	995,500.00	0.00	230,130.75	230,130.75	765,369.25	76 %
	Function Total:	995,500.00	0.00	995,500.00	0.00	230,130.75	230,130.75	765,369.25	76 %
	Func: 99 Other Intergovernmental C								
	Fund Total:	335,768,247.00	14,346,423.00	350,114,670.00	13,074,840.36	57,089,312.84	57,089,312.84	279,950,516.79	79 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
Grand Total:		497,291,483.00	69,527,076.00	566,818,559.00	39,487,796.43	91,412,558.86	91,412,558.86	435,918,203.71	76 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Fund: 204 SAFE AND DRUG FREE SCHOOL								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 206 McKinney Vento Homeless								
61	PAYROLL COSTS	102,757.00	23,109.00	125,866.00	0.00	23,745.83	23,745.83	102,120.17	81 %
63	SUPPLIES/MATERIALS	37,234.00	1,081.00	38,315.00	37,120.25	1,080.99	1,080.99	113.76	%
64	OTHER OPERATING COSTS	5,500.00	2,679.00	8,179.00	249.30	0.00	0.00	7,929.70	96 %
	Function Total:	145,491.00	26,869.00	172,360.00	37,369.55	24,826.82	24,826.82	110,163.63	63 %
	Func: 61 Community Services								
	Fund Total:	145,491.00	26,869.00	172,360.00	37,369.55	24,826.82	24,826.82	110,163.63	63 %
	Fund: 211 ESEA TITLE I								
61	PAYROLL COSTS	7,629,567.00	1,936,156.00	9,565,723.00	0.00	1,501,410.83	1,501,410.83	8,064,312.17	84 %
62	PROF. CONTRACTED SERV.	170,830.00	509,650.00	680,480.00	407,538.42	24,201.50	24,201.50	248,740.08	36 %
63	SUPPLIES/MATERIALS	4,890,456.00	4,209,798.00	9,100,254.00	4,172,403.64	573,699.31	573,699.31	4,354,151.05	47 %
64	OTHER OPERATING COSTS	711,634.00	-5,699.00	705,935.00	52,588.89	1,000.00	1,000.00	652,346.11	92 %
	Function Total:	13,402,487.00	6,649,905.00	20,052,392.00	4,632,530.95	2,100,311.64	2,100,311.64	13,319,549.41	66 %
	Func: 11 Instruction								
61	PAYROLL COSTS	1,523,227.00	139,800.00	1,663,027.00	0.00	280,766.19	280,766.19	1,382,260.81	83 %
63	SUPPLIES/MATERIALS	188,893.00	11,060.00	199,953.00	13,986.69	6,225.00	6,225.00	179,741.31	89 %
64	OTHER OPERATING COSTS	50.00	745.00	795.00	310.00	0.00	0.00	485.00	61 %
	Function Total:	1,712,170.00	151,605.00	1,863,775.00	14,296.69	286,991.19	286,991.19	1,562,487.12	83 %
	Func: 12 Instructional Resources								
61	PAYROLL COSTS	1,586,165.00	147,496.00	1,733,661.00	0.00	512,882.48	512,882.48	1,220,778.52	70 %
62	PROF. CONTRACTED SERV.	114,150.00	89,001.00	203,151.00	95,370.00	4,050.00	4,050.00	103,731.00	51 %
63	SUPPLIES/MATERIALS	459,664.00	92,168.00	551,832.00	34,187.21	1,350.49	1,350.49	516,294.30	93 %
64	OTHER OPERATING COSTS	295,984.00	32,750.00	328,734.00	26,948.60	18,785.00	18,785.00	283,000.40	86 %
	Function Total:	2,455,963.00	361,415.00	2,817,378.00	156,505.81	537,067.97	537,067.97	2,123,804.22	75 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	700,405.00	13,223.00	713,628.00	0.00	195,138.46	195,138.46	518,489.54	72 %
62	PROF. CONTRACTED SERV.	10,720.00	35,704.00	46,424.00	17,969.81	299.96	299.96	28,154.23	60 %
63	SUPPLIES/MATERIALS	278,059.00	32,254.00	310,313.00	19,784.80	19,858.16	19,858.16	270,670.04	87 %

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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	3,761.00	17,361.00	1,499.85	0.00	0.00	15,861.15	91 %
	Function Total:	1,002,784.00	84,942.00	1,087,726.00	39,254.46	215,296.58	215,296.58	833,174.96	76 %
	Func: 21 Instructional Leadership								
61	PAYROLL COSTS	161,861.00	254,499.00	416,360.00	0.00	188,032.18	188,032.18	228,327.82	54 %
62	PROF. CONTRACTED SERV.	1,000.00	70.00	1,070.00	545.00	70.00	70.00	455.00	42 %
63	SUPPLIES/MATERIALS	196,189.00	65,514.00	261,703.00	50,745.71	5,351.54	5,351.54	205,605.75	78 %
64	OTHER OPERATING COSTS	55,468.00	-4,954.00	50,514.00	375.00	0.00	0.00	50,139.00	99 %
	Function Total:	414,518.00	315,129.00	729,647.00	51,665.71	193,453.72	193,453.72	484,527.57	66 %
	Func: 23 Campus Leadership								
61	PAYROLL COSTS	34,087.00	50,188.00	84,275.00	0.00	9,859.33	9,859.33	74,415.67	88 %
62	PROF. CONTRACTED SERV.	50,000.00	0.00	50,000.00	0.00	50,000.00	50,000.00	0.00	%
63	SUPPLIES/MATERIALS	97,894.00	10,123.00	108,017.00	5,219.94	11,867.49	11,867.49	90,929.57	84 %
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	60,311.00	253,692.00	5,219.94	71,726.82	71,726.82	176,745.24	69 %
	Func: 31 Counseling & Guidance								
61	PAYROLL COSTS	1,487,420.00	132,177.00	1,619,597.00	0.00	291,071.53	291,071.53	1,328,525.47	82 %
63	SUPPLIES/MATERIALS	40,540.00	16,930.00	57,470.00	8,659.82	1,440.96	1,440.96	47,369.22	82 %
	Function Total:	1,527,960.00	149,107.00	1,677,067.00	8,659.82	292,512.49	292,512.49	1,375,894.69	82 %
	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	156,903.00	194,903.00	41,287.88	3,219.73	3,219.73	150,395.39	77 %
63	SUPPLIES/MATERIALS	44,000.00	1,250.00	45,250.00	0.00	161.95	161.95	45,088.05	99 %
	Function Total:	82,164.00	159,053.00	241,217.00	41,287.88	3,381.68	3,381.68	196,547.44	81 %
	Func: 51 Plant Maint & Operations								
62	PROF. CONTRACTED SERV.	0.00	130,001.00	130,001.00	74,978.14	1,566.04	1,566.04	53,456.82	41 %
	Function Total:	0.00	130,001.00	130,001.00	74,978.14	1,566.04	1,566.04	53,456.82	41 %
	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	409,004.00	2,104,102.00	0.00	391,051.73	391,051.73	1,713,050.27	81 %
62	PROF. CONTRACTED SERV.	133,500.00	196,040.00	329,540.00	2,220.00	0.00	0.00	327,320.00	99 %
63	SUPPLIES/MATERIALS	289,824.00	-50,836.00	238,988.00	20,775.55	15,859.76	15,859.76	202,352.69	84 %
64	OTHER OPERATING COSTS	119,108.00	24,928.00	144,036.00	25,846.64	28.34	28.34	118,161.02	82 %
	Function Total:	2,237,530.00	579,136.00	2,816,666.00	48,842.19	406,939.83	406,939.83	2,360,883.98	83 %
	Func: 61 Community Services								
	Fund Total:	23,030,957.00	8,642,093.00	31,673,050.00	5,073,241.59	4,109,247.96	4,109,247.96	22,490,560.45	71 %
	Fund: 212 ESEA TITLE I PT C MIGRAN								
61	PAYROLL COSTS	40,000.00	155,896.00	195,896.00	0.00	60,894.41	60,894.41	135,001.59	68 %
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	119,956.00	300,009.00	0.00	0.00	0.00	300,009.00	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	341,886.00	634,179.00	0.00	60,894.41	60,894.41	573,284.59	90 %
	Func: 11 Instruction								
61	PAYROLL COSTS	1,350.00	1,604.00	2,954.00	0.00	1,178.34	1,178.34	1,775.66	60 %
	Function Total:	1,350.00	1,604.00	2,954.00	0.00	1,178.34	1,178.34	1,775.66	60 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	294,117.00	13,033.00	307,150.00	0.00	82,205.74	82,205.74	224,944.26	73 %
62	PROF. CONTRACTED SERV.	4,100.00	1,913.00	6,013.00	2,198.79	199.89	199.89	3,614.32	60 %
63	SUPPLIES/MATERIALS	33,500.00	26,355.00	59,855.00	1,762.27	333.20	333.20	57,759.53	96 %
64	OTHER OPERATING COSTS	26,550.00	27,765.00	54,315.00	3,330.00	0.00	0.00	50,985.00	93 %
	Function Total:	358,267.00	69,066.00	427,333.00	7,291.06	82,738.83	82,738.83	337,303.11	78 %
	Func: 21 Instructional Leadership								
61	PAYROLL COSTS	93,599.00	4,854.00	98,453.00	0.00	19,589.72	19,589.72	78,863.28	80 %
	Function Total:	93,599.00	4,854.00	98,453.00	0.00	19,589.72	19,589.72	78,863.28	80 %
	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								
63	SUPPLIES/MATERIALS	0.00	300.00	300.00	0.00	99.10	99.10	200.90	66 %

Brownsville Independent School District
Expenditure Summary Report
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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	0.00	300.00	300.00	0.00	99.10	99.10	200.90	66 %
	Func: 51 Plant Maint & Operations								
61	PAYROLL COSTS	236,925.00	105,065.00	341,990.00	0.00	53,477.84	53,477.84	288,512.16	84 %
63	SUPPLIES/MATERIALS	62,250.00	34,293.00	96,543.00	23,886.21	0.00	0.00	72,656.79	75 %
64	OTHER OPERATING COSTS	7,700.00	5,003.00	12,703.00	28.00	0.00	0.00	12,675.00	99 %
	Function Total:	306,875.00	144,361.00	451,236.00	23,914.21	53,477.84	53,477.84	373,843.95	82 %
	Func: 61 Community Services								
	Fund Total:	1,052,384.00	581,371.00	1,633,755.00	31,205.27	217,978.24	217,978.24	1,384,571.49	84 %
	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	13,452.14	13,452.14	112,699.86	89 %
	Function Total:	126,152.00	0.00	126,152.00	0.00	13,452.14	13,452.14	112,699.86	89 %
	Func: 11 Instruction								
61	PAYROLL COSTS	2,782.00	0.00	2,782.00	0.00	768.32	768.32	2,013.68	72 %
	Function Total:	2,782.00	0.00	2,782.00	0.00	768.32	768.32	2,013.68	72 %
	Func: 21 Instructional Leadership								
61	PAYROLL COSTS	680.00	0.00	680.00	0.00	0.00	0.00	680.00	100 %
62	PROF. CONTRACTED SERV.	4,933.00	448.00	5,381.00	1,456.00	0.00	0.00	3,925.00	72 %
63	SUPPLIES/MATERIALS	11,247.00	50.00	11,297.00	0.00	0.00	0.00	11,297.00	100 %
64	OTHER OPERATING COSTS	480.00	4.00	484.00	0.00	0.00	0.00	484.00	100 %
	Function Total:	17,340.00	502.00	17,842.00	1,456.00	0.00	0.00	16,386.00	91 %
	Func: 61 Community Services								
	Fund Total:	146,274.00	502.00	146,776.00	1,456.00	14,220.46	14,220.46	131,099.54	89 %
	Fund: 224 IDEA B								
61	PAYROLL COSTS	6,390,022.00	1,158,475.00	7,548,497.00	0.00	1,156,660.34	1,156,660.34	6,391,836.66	84 %

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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
	Function Total:	6,390,022.00	1,158,475.00	7,548,497.00	0.00	1,156,660.34	1,156,660.34	6,391,836.66	84 %
	Func: 11 Instruction								
61	PAYROLL COSTS	1,368,146.00	100,013.00	1,468,159.00	0.00	289,840.86	289,840.86	1,178,318.14	80 %
	Function Total:	1,368,146.00	100,013.00	1,468,159.00	0.00	289,840.86	289,840.86	1,178,318.14	80 %
	Func: 31 Counseling & Guidance								
	Fund Total:	7,758,168.00	1,258,488.00	9,016,656.00	0.00	1,446,501.20	1,446,501.20	7,570,154.80	83 %
	Fund: 225 IDEA B-PRESCHOOL								
61	PAYROLL COSTS	83,527.00	80,998.00	164,525.00	0.00	19,529.87	19,529.87	144,995.13	88 %
	Function Total:	83,527.00	80,998.00	164,525.00	0.00	19,529.87	19,529.87	144,995.13	88 %
	Func: 11 Instruction								
	Fund Total:	83,527.00	80,998.00	164,525.00	0.00	19,529.87	19,529.87	144,995.13	88 %
	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	42,294.83	42,294.83	168,500.17	79 %
62	PROF. CONTRACTED SERV.	50,000.00	-8,152.00	41,848.00	1,100.00	32,373.00	32,373.00	8,375.00	20 %
63	SUPPLIES/MATERIALS	175,223.00	141,344.00	316,567.00	75,850.70	46,000.00	46,000.00	194,716.30	61 %
64	OTHER OPERATING COSTS	110,200.00	-27,165.00	83,035.00	3,744.00	-217.50	-217.50	79,508.50	95 %
	Function Total:	534,329.00	117,916.00	652,245.00	80,694.70	120,450.33	120,450.33	451,099.97	69 %
	Func: 11 Instruction								
62	PROF. CONTRACTED SERV.	0.00	2,000.00	2,000.00	1,600.00	0.00	0.00	400.00	20 %
64	OTHER OPERATING COSTS	90,000.00	76,487.00	166,487.00	2,400.00	19,200.00	19,200.00	144,887.00	87 %

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	90,000.00	78,487.00	168,487.00	4,000.00	19,200.00	19,200.00	145,287.00	86 %
	Func: 13 Curriculum Development								
	Fund Total:	624,329.00	196,403.00	820,732.00	84,694.70	139,650.33	139,650.33	596,386.97	72 %
	Fund: 255 TEACH PRINC TRAIN AND REC								
61	PAYROLL COSTS	1,863,849.00	166,153.00	2,030,002.00	0.00	289,894.30	289,894.30	1,740,107.70	85 %
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	289,894.30	289,894.30	1,863,917.70	86 %
	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	75,919.00	154,399.00	18,300.00	6,000.00	6,000.00	130,099.00	84 %
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	44,156.00	61,369.00	0.00	990.00	990.00	60,379.00	98 %
	Function Total:	104,240.00	156,299.00	260,539.00	18,300.00	6,990.00	6,990.00	235,249.00	90 %
	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	520.00	0.00	0.00	63,501.00	99 %
	Function Total:	51,000.00	34,021.00	85,021.00	520.00	0.00	0.00	84,501.00	99 %
	Func: 21 Instructional Leadership								
64	OTHER OPERATING COSTS	0.00	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100 %
	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	340,728.00	2,504,372.00	18,820.00	296,884.30	296,884.30	2,188,667.70	87 %
	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								

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: 262 ENHANCING EDUCATION THRU								
	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	107,660.59	107,660.59	412,435.41	79 %
62	PROF. CONTRACTED SERV.	173,000.00	27,100.00	200,100.00	133,060.00	0.00	0.00	67,040.00	33 %
63	SUPPLIES/MATERIALS	272,257.00	228,288.00	500,545.00	12,764.04	11,659.00	11,659.00	476,121.96	95 %
64	OTHER OPERATING COSTS	6,000.00	0.00	6,000.00	0.00	0.00	0.00	6,000.00	100 %
	Function Total:	931,583.00	295,158.00	1,226,741.00	145,824.04	119,319.59	119,319.59	961,597.37	78 %
	Func: 11 Instruction								
61	PAYROLL COSTS	175,601.00	36,534.00	212,135.00	0.00	46,939.78	46,939.78	165,195.22	77 %
62	PROF. CONTRACTED SERV.	0.00	102,825.00	102,825.00	49,395.00	0.00	0.00	53,430.00	51 %
63	SUPPLIES/MATERIALS	5,704.00	-1,939.00	3,765.00	2,199.90	0.00	0.00	1,565.10	41 %
64	OTHER OPERATING COSTS	11,767.00	-1,500.00	10,267.00	0.00	0.00	0.00	10,267.00	100 %
	Function Total:	193,072.00	135,920.00	328,992.00	51,594.90	46,939.78	46,939.78	230,457.32	70 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	35,148.00	1,044.00	36,192.00	0.00	9,822.84	9,822.84	26,369.16	72 %
62	PROF. CONTRACTED SERV.	0.00	18.00	18.00	0.00	0.00	0.00	18.00	100 %
63	SUPPLIES/MATERIALS	2,028.00	-1,735.00	293.00	0.00	0.00	0.00	293.00	100 %
64	OTHER OPERATING COSTS	4,927.00	0.00	4,927.00	0.00	0.00	0.00	4,927.00	100 %
	Function Total:	42,103.00	-673.00	41,430.00	0.00	9,822.84	9,822.84	31,607.16	76 %
	Func: 21 Instructional Leadership								
63	SUPPLIES/MATERIALS	0.00	99.00	99.00	0.00	0.00	0.00	99.00	100 %
	Function Total:	0.00	99.00	99.00	0.00	0.00	0.00	99.00	100 %
	Func: 23 Campus Leadership								
62	PROF. CONTRACTED SERV.	7,000.00	6,000.00	13,000.00	6,363.08	0.00	0.00	6,636.92	51 %
	Function Total:	7,000.00	6,000.00	13,000.00	6,363.08	0.00	0.00	6,636.92	51 %
	Func: 31 Counseling & Guidance								
62	PROF. CONTRACTED SERV.	0.00	557.00	557.00	0.00	0.00	0.00	557.00	100 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Actual Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
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 %
	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	437,085.00	1,625,843.00	203,782.02	176,082.21	176,082.21	1,245,978.77	76 %
	Fund: 265 21ST CENTURY LEARNING CEN								
61	PAYROLL COSTS	0.00	209,596.00	209,596.00	0.00	96,499.26	96,499.26	113,096.74	53 %
	Function Total:	0.00	209,596.00	209,596.00	0.00	96,499.26	96,499.26	113,096.74	53 %
	Func: 11 Instruction								
	Fund Total:	0.00	209,596.00	209,596.00	0.00	96,499.26	96,499.26	113,096.74	53 %
	Fund: 266 CARES STIMULUS GRANT								
61	PAYROLL COSTS	0.00	38,754.00	38,754.00	0.00	0.00	0.00	38,754.00	100 %
62	PROF. CONTRACTED SERV.	0.00	444,540.00	444,540.00	352,775.00	0.00	0.00	91,765.00	20 %
63	SUPPLIES/MATERIALS	0.00	10,317,631.00	10,317,631.00	5,311,177.90	1,910,750.00	1,910,750.00	3,095,703.10	30 %
64	OTHER OPERATING COSTS	0.00	405.00	405.00	0.00	0.00	0.00	405.00	100 %
	Function Total:	0.00	10,801,330.00	10,801,330.00	5,663,952.90	1,910,750.00	1,910,750.00	3,226,627.10	29 %
	Func: 11 Instruction								
62	PROF. CONTRACTED SERV.	0.00	26,500.00	26,500.00	0.00	0.00	0.00	26,500.00	100 %
63	SUPPLIES/MATERIALS	0.00	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100 %
	Function Total:	0.00	27,500.00	27,500.00	0.00	0.00	0.00	27,500.00	100 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	0.00	10,765.00	10,765.00	0.00	0.00	0.00	10,765.00	100 %
	Function Total:	0.00	10,765.00	10,765.00	0.00	0.00	0.00	10,765.00	100 %
	Func: 31 Counseling & Guidance								
63	SUPPLIES/MATERIALS	0.00	104,151.00	104,151.00	50,058.47	0.00	0.00	54,092.53	51 %
	Function Total:	0.00	104,151.00	104,151.00	50,058.47	0.00	0.00	54,092.53	51 %
	Func: 33 Health Services								
66	CAP. OUT.-BUILD/EQUIP	0.00	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	0.00	1,000,000.00	1,000,000.00	0.00	0.00	0.00	1,000,000.00	100 %
	Func: 35 Food Services								
62	PROF. CONTRACTED SERV.	0.00	1,572,880.00	1,572,880.00	288,000.00	741,999.80	741,999.80	542,880.20	34 %
63	SUPPLIES/MATERIALS	0.00	376,773.00	376,773.00	261,918.08	58,192.50	58,192.50	56,662.42	15 %
	Function Total:	0.00	1,949,653.00	1,949,653.00	549,918.08	800,192.30	800,192.30	599,542.62	30 %
	Func: 51 Plant Maint & Operations								
62	PROF. CONTRACTED SERV.	0.00	7,198.00	7,198.00	7,197.60	0.00	0.00	0.40	%
63	SUPPLIES/MATERIALS	0.00	101,747.00	101,747.00	4,248.72	97,498.00	97,498.00	0.28	%
	Function Total:	0.00	108,945.00	108,945.00	11,446.32	97,498.00	97,498.00	0.68	%
	Func: 53 Data Processing								
	Fund Total:	0.00	14,002,344.00	14,002,344.00	6,275,375.77	2,808,440.30	2,808,440.30	4,918,527.93	35 %
	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	117,206.00	117,206.00	104,289.00	1,271.52	1,271.52	11,645.48	9 %
64	OTHER OPERATING COSTS	0.00	23,158.00	23,158.00	0.00	800.00	800.00	22,358.00	96 %
	Function Total:	0.00	210,424.00	210,424.00	104,289.00	2,071.52	2,071.52	104,063.48	49 %
	Func: 11 Instruction								
61	PAYROLL COSTS	260,191.00	70,519.00	330,710.00	0.00	56,854.31	56,854.31	273,855.69	82 %
63	SUPPLIES/MATERIALS	0.00	3,570.00	3,570.00	326.74	1,052.05	1,052.05	2,191.21	61 %
64	OTHER OPERATING COSTS	0.00	8,287.00	8,287.00	0.00	800.00	800.00	7,487.00	90 %
	Function Total:	260,191.00	82,376.00	342,567.00	326.74	58,706.36	58,706.36	283,533.90	82 %
	Func: 31 Counseling & Guidance								
63	SUPPLIES/MATERIALS	0.00	2,000.00	2,000.00	532.30	474.00	474.00	993.70	49 %
64	OTHER OPERATING COSTS	0.00	1,373.00	1,373.00	0.00	0.00	0.00	1,373.00	100 %
	Function Total:	0.00	3,373.00	3,373.00	532.30	474.00	474.00	2,366.70	70 %
	Func: 61 Community Services								

Brownsville Independent School District
Expenditure Summary Report
07/01/2020 - 09/30/2020

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Fund Total:	260,191.00	296,173.00	556,364.00	105,148.04	61,251.88	61,251.88	389,964.08	70 %
	Fund: 276 TTIPS								
63	SUPPLIES/MATERIALS	0.00	69,445.00	69,445.00	0.00	0.00	0.00	69,445.00	100 %
	Function Total:	0.00	69,445.00	69,445.00	0.00	0.00	0.00	69,445.00	100 %
	Func: 11 Instruction								
62	PROF. CONTRACTED SERV.	0.00	3,970.00	3,970.00	0.00	0.00	0.00	3,970.00	100 %
	Function Total:	0.00	3,970.00	3,970.00	0.00	0.00	0.00	3,970.00	100 %
	Func: 13 Curriculum Development								
	Fund Total:	0.00	73,415.00	73,415.00	0.00	0.00	0.00	73,415.00	100 %
	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	467,232.94	467,232.94	-344,478.94	(280) %

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	0.00	122,754.00	122,754.00	0.00	467,232.94	467,232.94	-344,478.94	(280) %
	Func: 11 Instruction								
61	PAYROLL COSTS	0.00	360.00	360.00	0.00	2,952.35	2,952.35	-2,592.35	(720) %
	Function Total:	0.00	360.00	360.00	0.00	2,952.35	2,952.35	-2,592.35	(720) %
	Func: 12 Instructional Resources								
61	PAYROLL COSTS	49,495.00	37,783.00	87,278.00	0.00	210,190.29	210,190.29	-122,912.29	(140) %
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	210,190.29	210,190.29	-113,387.29	(117) %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	0.00	0.00	0.00	0.00	23,115.29	23,115.29	-23,115.29	%
	Function Total:	0.00	0.00	0.00	0.00	23,115.29	23,115.29	-23,115.29	%
	Func: 23 Campus Leadership								
61	PAYROLL COSTS	0.00	3,619.00	3,619.00	0.00	11,552.16	11,552.16	-7,933.16	(219) %
	Function Total:	0.00	3,619.00	3,619.00	0.00	11,552.16	11,552.16	-7,933.16	(219) %
	Func: 31 Counseling & Guidance								
	Fund Total:	49,495.00	174,041.00	223,536.00	0.00	715,043.03	715,043.03	-491,507.03	(219) %
	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	67,731.73	67,731.73	40,935.27	37 %
62	PROF. CONTRACTED SERV.	0.00	197,518.00	197,518.00	0.00	59,798.01	59,798.01	137,719.99	69 %
63	SUPPLIES/MATERIALS	0.00	160,104.00	160,104.00	0.00	58,788.89	58,788.89	101,315.11	63 %
	Function Total:	82,726.00	383,563.00	466,289.00	0.00	186,318.63	186,318.63	279,970.37	60 %
	Func: 12 Instructional Resources								
61	PAYROLL COSTS	0.00	35,414.00	35,414.00	0.00	32,282.91	32,282.91	3,131.09	8 %
63	SUPPLIES/MATERIALS	0.00	18,582.00	18,582.00	15,144.00	2,029.00	2,029.00	1,409.00	7 %

Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	0.00	53,996.00	53,996.00	15,144.00	34,311.91	34,311.91	4,540.09	8 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	0.00	14,397.00	14,397.00	0.00	5,048.22	5,048.22	9,348.78	64 %
63	SUPPLIES/MATERIALS	0.00	1,865.00	1,865.00	1,283.00	0.00	0.00	582.00	31 %
64	OTHER OPERATING COSTS	0.00	3,847.00	3,847.00	0.00	0.00	0.00	3,847.00	100 %
	Function Total:	0.00	20,109.00	20,109.00	1,283.00	5,048.22	5,048.22	13,777.78	68 %
	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	649,394.00	732,120.00	16,427.00	225,678.76	225,678.76	490,014.24	66 %
	Fund: 289 OTHER FEDERALLY FUNDED PG								
61	PAYROLL COSTS	822,981.00	160.00	823,141.00	0.00	58,890.46	58,890.46	764,250.54	92 %
62	PROF. CONTRACTED SERV.	0.00	62,000.00	62,000.00	1,700.00	0.00	0.00	60,300.00	97 %
63	SUPPLIES/MATERIALS	25,330.00	418,056.00	443,386.00	2,407.73	-27.00	-27.00	441,005.27	99 %
64	OTHER OPERATING COSTS	8,800.00	0.00	8,800.00	0.00	0.00	0.00	8,800.00	100 %
66	CAP. OUT.-BUILD/EQUIP	678,459.00	829,502.00	1,507,961.00	0.00	0.00	0.00	1,507,961.00	100 %
	Function Total:	1,535,570.00	1,309,718.00	2,845,288.00	4,107.73	58,863.46	58,863.46	2,782,316.81	97 %
	Func: 11 Instruction								
62	PROF. CONTRACTED SERV.	26,130.00	16,191.00	42,321.00	0.00	16,750.00	16,750.00	25,571.00	60 %
63	SUPPLIES/MATERIALS	0.00	1,720.00	1,720.00	0.00	1,695.62	1,695.62	24.38	1 %
64	OTHER OPERATING COSTS	10,080.00	1,168.00	11,248.00	0.00	0.00	0.00	11,248.00	100 %
	Function Total:	36,210.00	19,079.00	55,289.00	0.00	18,445.62	18,445.62	36,843.38	66 %
	Func: 13 Curriculum Development								
63	SUPPLIES/MATERIALS	15,000.00	67,000.00	82,000.00	12,580.00	0.00	0.00	69,420.00	84 %
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	67,000.00	97,000.00	12,580.00	0.00	0.00	84,420.00	87 %
	Func: 21 Instructional Leadership								

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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
61	PAYROLL COSTS	104,110.00	0.00	104,110.00	0.00	20,679.45	20,679.45	83,430.55	80 %
62	PROF. CONTRACTED SERV.	0.00	17,760.00	17,760.00	0.00	16,920.00	16,920.00	840.00	4 %
63	SUPPLIES/MATERIALS	24,692.00	0.00	24,692.00	23,781.48	0.00	0.00	910.52	3 %
Function Total:		128,802.00	17,760.00	146,562.00	23,781.48	37,599.45	37,599.45	85,181.07	58 %
Func: 31 Counseling & Guidance									
63	SUPPLIES/MATERIALS	0.00	101,000.00	101,000.00	21,043.86	0.00	0.00	79,956.14	79 %
Function Total:		0.00	101,000.00	101,000.00	21,043.86	0.00	0.00	79,956.14	79 %
Func: 33 Health Services									
63	SUPPLIES/MATERIALS	0.00	106,774.00	106,774.00	103,974.00	2,685.00	2,685.00	115.00	%
66	CAP. OUT.-BUILD/EQUIP	0.00	68,359.00	68,359.00	0.00	68,358.76	68,358.76	0.24	%
Function Total:		0.00	175,133.00	175,133.00	103,974.00	71,043.76	71,043.76	115.24	%
Func: 53 Data Processing									
61	PAYROLL COSTS	0.00	19,807.00	19,807.00	0.00	0.00	0.00	19,807.00	100 %
63	SUPPLIES/MATERIALS	0.00	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	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	1,711,497.00	3,442,079.00	165,487.07	185,952.29	185,952.29	3,090,639.64	89 %
Fund: 309 Federal Adult Education									
61	PAYROLL COSTS	879,072.00	10,644.00	889,716.00	0.00	158,392.25	158,392.25	731,323.75	82 %
Function Total:		879,072.00	10,644.00	889,716.00	0.00	158,392.25	158,392.25	731,323.75	82 %
Func: 11 Instruction									
61	PAYROLL COSTS	30,953.00	3,559.00	34,512.00	0.00	6,628.33	6,628.33	27,883.67	80 %
Function Total:		30,953.00	3,559.00	34,512.00	0.00	6,628.33	6,628.33	27,883.67	80 %
Func: 13 Curriculum Development									
61	PAYROLL COSTS	85,736.00	0.00	85,736.00	0.00	19,301.21	19,301.21	66,434.79	77 %
Function Total:		85,736.00	0.00	85,736.00	0.00	19,301.21	19,301.21	66,434.79	77 %
Func: 21 Instructional Leadership									
61	PAYROLL COSTS	7,820.00	0.00	7,820.00	0.00	0.00	0.00	7,820.00	100 %
62	PROF. CONTRACTED SERV.	180,577.00	34,546.00	215,123.00	17,189.00	11,748.88	11,748.88	186,185.12	86 %

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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
63	SUPPLIES/MATERIALS	55,000.00	45,536.00	100,536.00	236.95	139.90	139.90	100,159.15	99 %
64	OTHER OPERATING COSTS	25,520.00	11,817.00	37,337.00	0.00	0.00	0.00	37,337.00	100 %
Function Total:		268,917.00	91,899.00	360,816.00	17,425.95	11,888.78	11,888.78	331,501.27	91 %
Func: 61 Community Services									
Fund Total:		1,264,678.00	106,102.00	1,370,780.00	17,425.95	196,210.57	196,210.57	1,157,143.48	84 %
Fund: 312 Federal TANF									
Fund Total:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
Fund: 315 IDEA B-DISCRETIONARY DEAF									
61	PAYROLL COSTS	150,356.00	16,594.00	166,950.00	0.00	30,986.57	30,986.57	135,963.43	81 %
Function Total:		150,356.00	16,594.00	166,950.00	0.00	30,986.57	30,986.57	135,963.43	81 %
Func: 11 Instruction									
Fund Total:		150,356.00	16,594.00	166,950.00	0.00	30,986.57	30,986.57	135,963.43	81 %
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									

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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: 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	14,701.00	14,701.00	0.00	0.00	0.00	14,701.00	100 %
	Function Total:	0.00	14,701.00	14,701.00	0.00	0.00	0.00	14,701.00	100 %
	Func: 13 Curriculum Development								
	Fund Total:	0.00	14,701.00	14,701.00	0.00	0.00	0.00	14,701.00	100 %
	Fund: 401 OPTIONAL EXTENDED YEAR PR								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 404 STUDENT SUCCESS INITIATIV								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 409 BASIC SKILLS PRG FR H S S								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 410 STATE TEXTBOOK(Inst Mat A								
62	PROF. CONTRACTED SERV.	0.00	31,000.00	31,000.00	0.00	30,749.00	30,749.00	251.00	%
63	SUPPLIES/MATERIALS	4,900,000.00	74,960.00	4,974,960.00	159,918.93	26,026.50	26,026.50	4,789,014.57	96 %
	Function Total:	4,900,000.00	105,960.00	5,005,960.00	159,918.93	56,775.50	56,775.50	4,789,265.57	95 %
	Func: 11 Instruction								
64	OTHER OPERATING COSTS	0.00	125.00	125.00	125.00	0.00	0.00	0.00	%
	Function Total:	0.00	125.00	125.00	125.00	0.00	0.00	0.00	%
	Func: 13 Curriculum Development								
	Fund Total:	4,900,000.00	106,085.00	5,006,085.00	160,043.93	56,775.50	56,775.50	4,789,265.57	95 %
	Fund: 411 TECHNOLOGY ALLOTMENT								

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: 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	%
	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	12,433.69	12,433.69	26,328.31	67 %
62	PROF. CONTRACTED SERV.	0.00	23,700.00	23,700.00	21,000.00	0.00	0.00	2,700.00	11 %
63	SUPPLIES/MATERIALS	0.00	63,988.00	63,988.00	0.00	934.47	934.47	63,053.53	98 %
64	OTHER OPERATING COSTS	0.00	43,196.00	43,196.00	0.00	18,659.48	18,659.48	24,536.52	56 %
	Function Total:	0.00	169,646.00	169,646.00	21,000.00	32,027.64	32,027.64	116,618.36	68 %
	Func: 11 Instruction								
63	SUPPLIES/MATERIALS	0.00	32.00	32.00	0.00	0.00	0.00	32.00	100 %
	Function Total:	0.00	32.00	32.00	0.00	0.00	0.00	32.00	100 %
	Func: 12 Instructional Resources								
61	PAYROLL COSTS	0.00	31,794.00	31,794.00	0.00	8,562.43	8,562.43	23,231.57	73 %
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	14,440.00	14,440.00	0.00	0.00	0.00	14,440.00	100 %
64	OTHER OPERATING COSTS	0.00	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100 %

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Majo	Description	Budget Original	Budget Adjustments	Budget Current	Encumbered	Actual CUR	Actual YT	Balance	Percent Availabl
	Function Total:	0.00	74,181.00	74,181.00	0.00	8,562.43	8,562.43	65,618.57	88 %
	Func: 13 Curriculum Development								
61	PAYROLL COSTS	39,562.00	21,448.00	61,010.00	0.00	11,092.57	11,092.57	49,917.43	81 %
	Function Total:	39,562.00	21,448.00	61,010.00	0.00	11,092.57	11,092.57	49,917.43	81 %
	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	754,307.00	793,869.00	307,370.20	51,682.64	51,682.64	434,816.16	54 %
	Fund: 431 SSA - ADULT EDUCATION - S								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 432 SSA - TANF - STATE								
	Fund Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	%
	Fund: 435 SSA - REGIONAL DAY SCH FR								
61	PAYROLL COSTS	584,361.00	22,082.00	606,443.00	0.00	104,159.27	104,159.27	502,283.73	82 %
	Function Total:	584,361.00	22,082.00	606,443.00	0.00	104,159.27	104,159.27	502,283.73	82 %
	Func: 11 Instruction								
61	PAYROLL COSTS	84,662.00	3,615.00	88,277.00	0.00	18,862.25	18,862.25	69,414.75	78 %
	Function Total:	84,662.00	3,615.00	88,277.00	0.00	18,862.25	18,862.25	69,414.75	78 %
	Func: 31 Counseling & Guidance								
	Fund Total:	669,023.00	25,697.00	694,720.00	0.00	123,021.52	123,021.52	571,698.48	82 %
	Fund: 496 AVID-UTPA								

Brownsville Independent School District
Expenditure Summary Report
07/01/2020 - 09/30/2020

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: 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 %
	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	29,710,478.00	75,051,123.00	12,497,847.09	10,996,463.71	10,996,463.71	51,556,812.20	68 %

Brownsville Independent School District

Agenda Category: COVID-19 **Board of Education Meeting:** 10/06/2020

Item Title: Report on COVID-19
Curriculum & Instruction Update
Business & Operations Update

	Action
X	Information
	Discussion

BACKGROUND:

Superintendent's report concerning status of District response to COVID-19 issues:

- Curriculum & Instruction Update
- Business & Operations Update

Approved for Submission to Board of Education:

Dr. Rene Gutierrez
Submitted by: Superintendent

Recommended by: Asst. Supt./CFO

Approved by: Deputy Superintendent

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Board Meeting

Curriculum and Instruction

10.6.20

DISTRICT SUMMARY

Cluster	Enrollment (10/1/2020)			Face-to-Face (9/29/2020)		
	Elementary	Middle School	High school	Elementary	Middle School	High school
Lopez	2,901	1,472	1,925	42	38	3
Hanna	3,392	1,608	2,433	67	31	2
Pace	3,468	1,778	2,069	55	24	1
Porter	3,419	1,050	1,956	52	1	28
Rivera	3,684	1,772	2,364	141	10	2
Veterans	1,805	1,115	2,091	108	3	9
BLA MS		80			0	
BLA HS			140			0
BAC		3	4		0	0
BECHS			404		0	0
Lincoln Park		1	46		0	0
Total	**18,669**	**8,879**	**13,432**	**465**	**107**	**45**

Enrollment Lopez Cluster - Face to Face

Elementary Campus	Total Enrollment	Face to Face Sept. 29, 2020								Total
		PK3	PK4	K	1st	2nd	3rd	4th	5th	
Aiken	604	0	3	1	3	1	1	0	1	10
Brite	516	0	0	0	0	0	0	0	0	0
El Jardin	336	0	0	0	0	0	0	0	0	0
Garza	291	0	0	0	0	0	3	0	0	3
Morningside	455	1	0	4	8	8	2	4	2	29
Palm Grove	367	0	0	0	0	0	0	0	0	0
Southmost	332	0	0	0	0	0	0	0	0	0
Total	**2,901**	**1**	**3**	**5**	**11**	**9**	**6**	**4**	**3**	**42**

Secondary Campus	Total Enrollment	Face to Face Sept. 29, 2020							Total
		6th	7th	8th	9th	10th	11th	12th	
Lopez	1925	0	0	0	0	0	2	1	3
Besteiro	621	0	3	8	0	0	0	0	11
Lucio	851	12	5	10	0	0	0	0	27
Total	**3,397**	**12**	**8**	**18**	**0**	**0**	**2**	**1**	**41**

Enrollment Hanna Cluster - Face to Face

Elementary Campus	Total Enrollment	Face to Face Sept. 29, 2020								Total
		PK3	PK4	K	1st	2nd	3rd	4th	5th	
Burns	637	6	9	11	9	4	0	1	1	41
Egly	627	0	0	0	1	2	1	0	5	9
Hudson	699	0	1	2	1	0	0	1	0	5
Paredes	799	0	0	0	2	3	2	4	1	12
Perez	630	0	0	0	0	0	0	0	0	0
Total	**3,392**	**6**	**10**	**13**	**13**	**9**	**3**	**6**	**7**	**67**

Secondary Campus	Total Enrollment	Face to Face Sept. 29, 2020							Total
		6th	7th	8th	9th	10th	11th	12th	
Hanna	2433	0	0	0	0	1	1	0	2
Oliveira	893	6	6	12	0	0	0	0	24
Vela	715	2	2	3	0	0	0	0	7
Total	**4,041**	**8**	**8**	**15**	**0**	**1**	**1**	**0**	**33**

Enrollment Pace Cluster - Face to Face

Elementary Campus	Total Enrollment	Face to Face Sept. 29, 2020								Total
		PK3	PK4	K	1st	2nd	3rd	4th	5th	
Benavides	851	0	4	1	2	5	3	5	0	20
Garden Park	469	0	0	0	0	0	0	1	0	1
Keller	541	0	0	0	0	0	1	1	0	21
Ortiz	581	2	2	0	4	2	1	0	2	13
Martin	442	0	0	0	0	0	0	0	0	0
Russell	584	0	0	0	0	0	0	0	0	0
Total	**3,468**	**2**	**6**	**1**	**6**	**7**	**4**	**7**	**2**	**55**

Secondary Campus	Total Enrollment	Face to Face Sept. 29, 2020							Total
		6th	7th	8th	9th	10th	11th	12th	
Pace	2069				0	0	0	1	1
Manzano	897	8	5	9	0	0	0	0	22
Stell	881	1	0	1	0	0	0	0	2
Total	**3,847**	**9**	**5**	**10**	**0**	**0**	**0**	**1**	**25**

Enrollment Porter Cluster - Face to Face

Elementary Campus	Total Enrollment	Face to Face Sept. 29, 2020								Total
		PK3	PK4	K	1st	2nd	3rd	4th	5th	
Canales	729	0	0	0	0	1	0	0	0	1
Castañeda	496	0	0	0	0	0	0	0	0	0
Cromack	505	0	0	0	0	0	0	0	0	0
Del Castillo	284	0	5	2	12	2	1	2	0	24
Putegnat	511	0	1	0	2	0	1	1	0	5
Sharp	533	0	2	1	8	4	1	3	1	20
Skinner	361	0	0	0	0	0	1	0	1	2
Total	**3,419**	**0**	**8**	**3**	**22**	**7**	**4**	**6**	**2**	**52**

Secondary Campus	Total Enrollment	Face to Face Sept. 29, 2020							Total
		6th	7th	8th	9th	10th	11th	12th	
Porter	1956				11	8	7	2	28
Faulk	1050	1	0	0	0	0	0	0	1
Total	**3,006**	**1**	**0**	**0**	**11**	**8**	**7**	**2**	**29**

Enrollment Rivera Cluster - Face to Face

Elementary Campus	Total Enrollment	Face to Face Sept. 29, 2020								Total
		PK3	PK4	K	1st	2nd	3rd	4th	5th	
Breeden	638		1		4		2	1	2	10
Champion	718	2	5	4	5	1	1			24
Gallegos	475	8	8	16	8	6	5	1		52
Gonzalez	720	5	12	7	13	10		1	1	49
Peña	466			1					1	2
Vermillion	667			1	1	1		1		4
Total	**3,684**	**15**	**26**	**29**	**31**	**18**	**8**	**4**	**4**	**141**

Secondary Campus	Total Enrollment	Face to Face Sept. 29, 2020							Total
		6th	7th	8th	9th	10th	11th	12th	
Rivera	2364				1	1			2
Garcia	1051	3	1	6					10
Perkins	721								0
Total	**4,136**	**3**	**1**	**6**	**1**	**1**	**0**	**0**	**12**

Enrollment Veterans Cluster - Face to Face

Elementary Campus	Total Enrollment	Face to Face Sept. 29, 2020								Total
		PK3	PK4	K	1st	2nd	3rd	4th	5th	
Pullam	837		4	2	2	3	1	3	3	18
Villa Nueva	423	5	5	11	9	3		2	1	70
Yturria	545	3	1	1	4	1	4		2	20
Total	**1,805**	**8**	**10**	**14**	**15**	**7**	**5**	**5**	**6**	**108**

Veterans Cluster	Total Enrollment	Face to Face Sept 29, 2020							Total
		6th	7th	8th	9th	10th	11th	12th	
Veterans	2091					1	2	6	9
Stillman	1115			3					3
Total	**3,206**	**0**	**0**	**3**	**0**	**1**	**2**	**6**	**12**

Enrollment Alternatives - Face to Face

Campus	Total Enrollment	Face to Face Sept. 29, 2020							Total
		6th	7th	8th	9th	10th	11th	12th	
BLA MS	80	0	0	0	0	0	0	0	0
BLA HS	140	0	0	0	0	0	0	0	0
BAC	5	0	0	0	0	0	0	0	0
BECHS	404	0	0	0	0	0	0	0	0
Lincoln Park	47	0	0	0	0	0	0	0	0
Total	**676**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

BECHS Scorpions Brownsville Early College High School

Brownsville Learning Academy

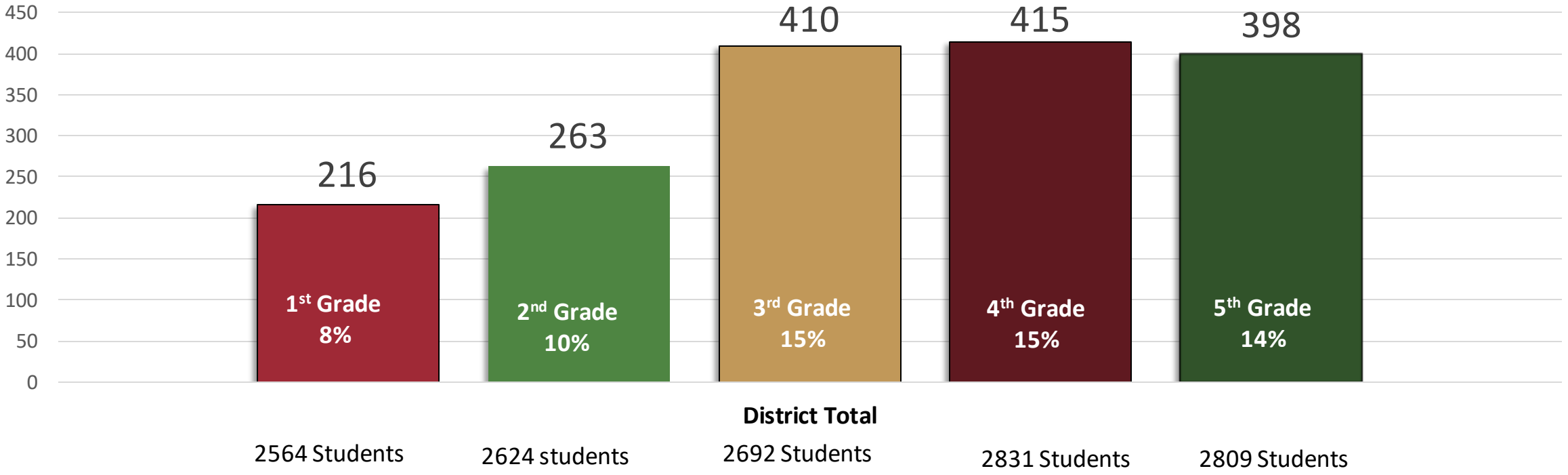
Brownsville BAC Academic Center

LINCOLN PARK ALTERNATIVE HIGH SCHOOL

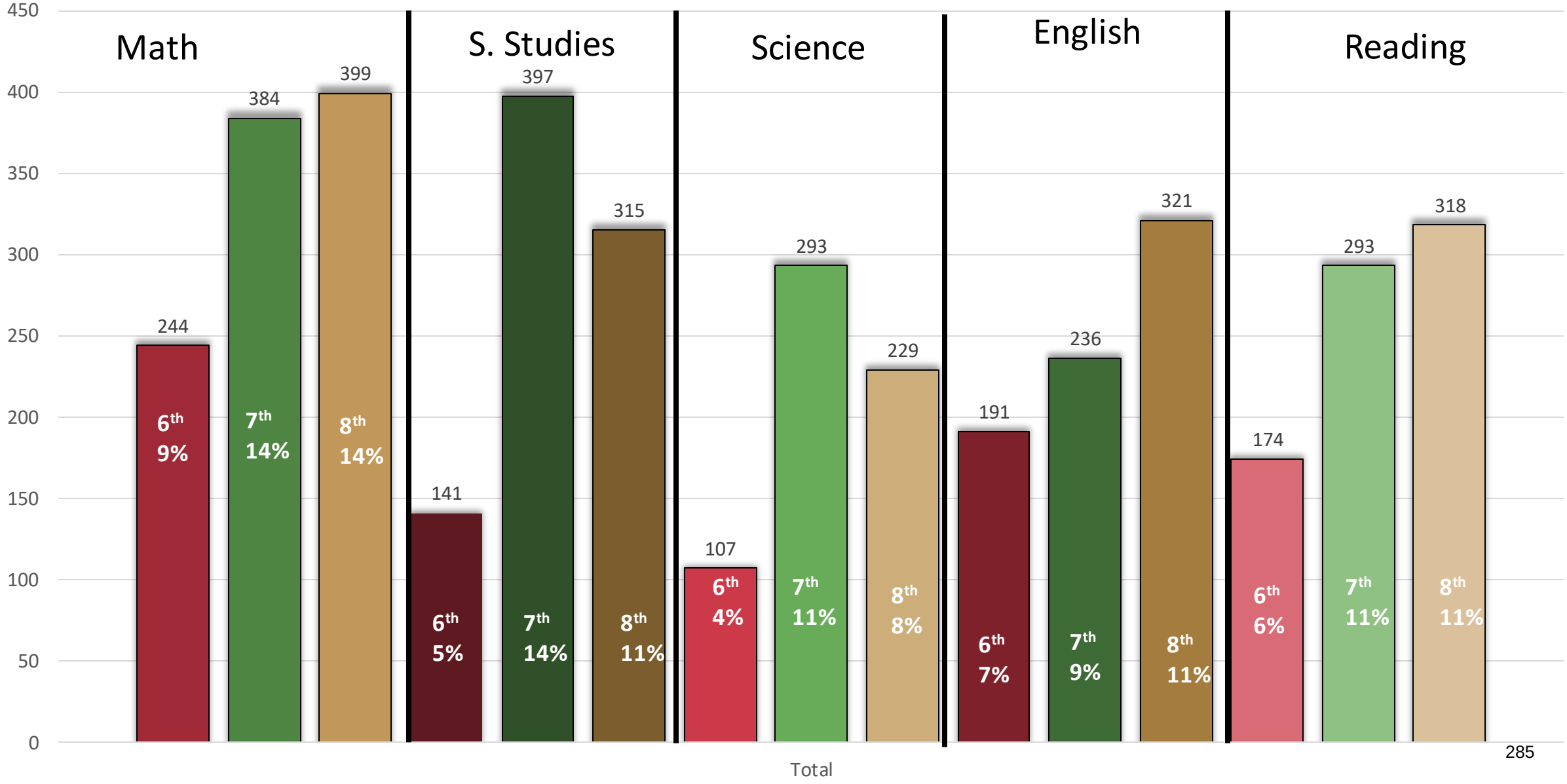
"School of Choice"

Enrollment as f 9.30.20

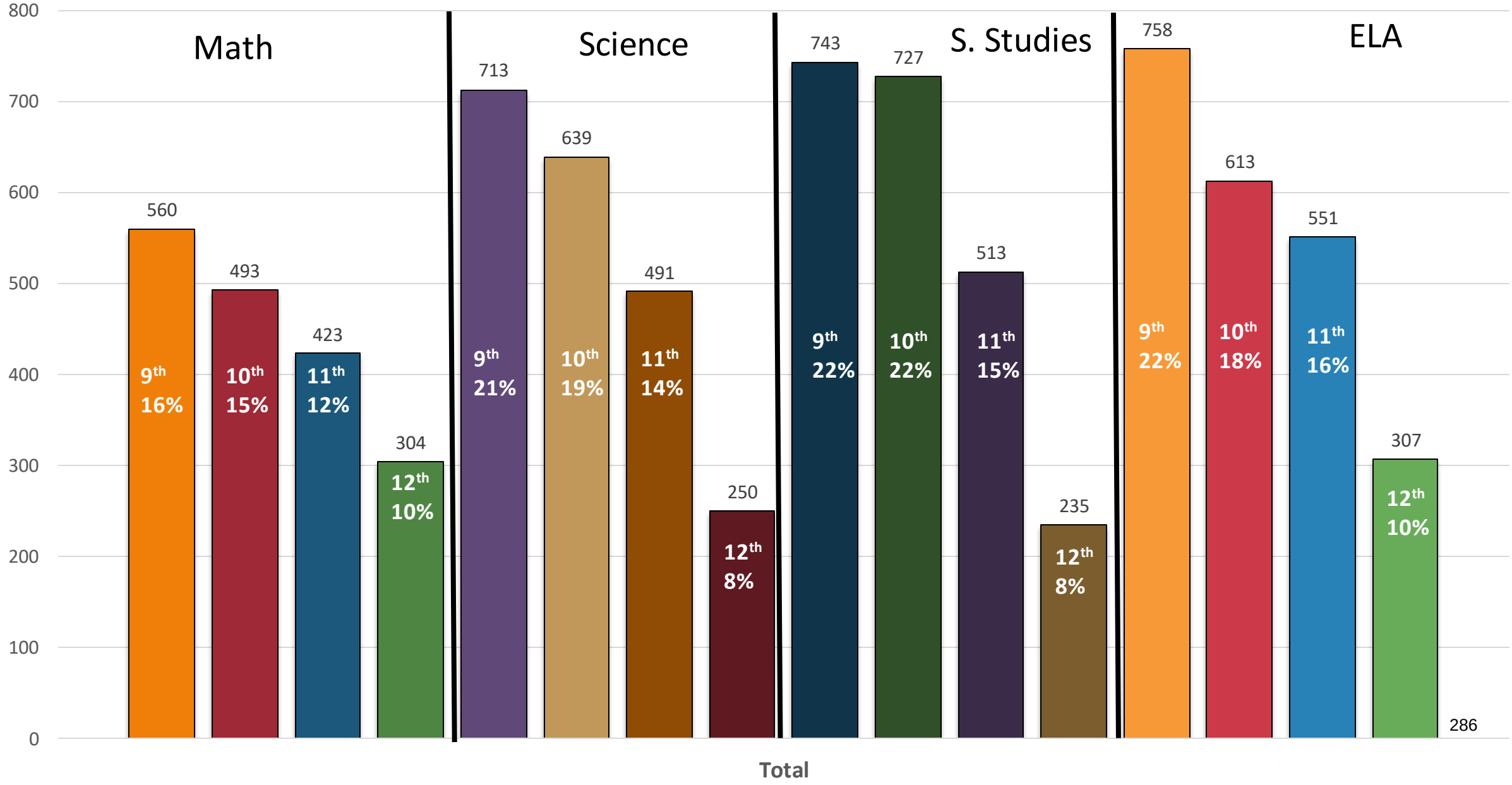
1st Six Weeks Retention | Elementary



1st Six Weeks Retention – Middle School



1st Six Weeks Retention – High School



College and Career Military Readiness

- Students enrolled in dual enrollment Fall Semester – 2020:
  - TSC – 2,831
  - UTRGV – 182
  - Total – 3,013 (+581 over Fall 2019)
- TSC offers multiple online tutorial options for students
- TSI testing is continuing at the campuses
- Students enrolled in AP 2020-2021: 6,732
- Campuses are to develop goals for AP scores

Career and Technical Education

- Plan of Action will be submitted for approval of CTE programs with face-to-face instruction: *Cosmetology*, *Pharmacy Tech.*, *Patient Care Tech.*, *EMT*, *Firefighter*, *Welding*, *Construction*, & *Electrical*.
- Virtual competitions approved for specific Career & Technical Students Organizations (TBD)
- CTSO after school practices approved. CDC guidelines followed; inform parents, it's voluntary not mandatory.

Career and Technical Education

Collaborating with TSC for D.E. CTE courses Spring 2021:

- *Construction*
- *Architecture*
- *Automotive*
- *Manufacturing (Porter ECHS P-TECH program)*

Working on two (2) P-TECH Planning & Implementation Grants:

- Pace ECHS (*Cybersecurity*)
- Veterans Memorial ECHS (*Welding*)

Working with TSC to offer their LVN program to BISD students Fall 2021.

Ongoing Virtual walk-throughs to offer support, advice, resources, as needed.

Industry-Based Certifications offerings continue 2020-2021

Fine Arts

After school band and dance practice will be allowed to begin the week of October 5th

A. Students who attend after-school practice/rehearsal or a football game must be screened.

B. All programs must follow District, Cameron County Public Health, TEA and UIL recommended guidelines at all times.



Bands and Dance groups will attend games at Sams Stadium and Veterans Memorial High School Stadium.

- *Marching bands and dance groups will not travel to games outside of Brownsville ISD and will only attend games at Sams or Veterans stadium.*
- *In the case of two Brownsville ISD schools playing each other, both schools will have representation on the home and visitor side.*

Fine Arts



- A pep band of no more than 52 students and a dance group of 13 students will be allowed to represent each school.
- Rotation Schedules will be created to allow ALL students to participate
- District transportation will be provided for marching bands and dance groups.
- All students will be required to travel to and from football games using BISD transportation.

Fine Arts



- Capacity for each bus will be 13 students plus staff. 4 buses (Band) & 1 bus (Dance)

Football Game Guidelines:

- Meet and greet for any programs during the football game will not be permitted.
- There will be no distribution of water bottles, snacks, and/or sharing of items at any time.
- All students and staff will be required to wear a face mask, and band students must have a bell cover on their instrument for the entire duration of the event.
- Students and staff will not be allowed field access at any time.

Fine Arts



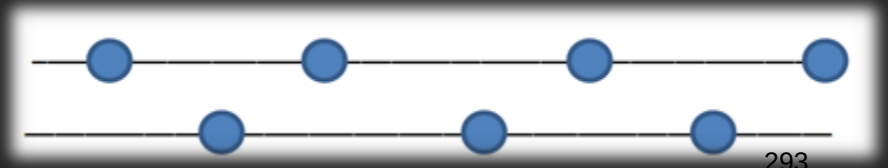
Seating Capacity:

To help ensure that all groups practice social distancing. At Sams Stadium, the athletic department has designated

- Section “H” for the Band
- Section “I” for Dance on the home side
- Section “K” for the Band (Visitor)
- Section “J” for Dance (Visitor)

This should ensure that our groups are isolated from traffic from others attending the game.

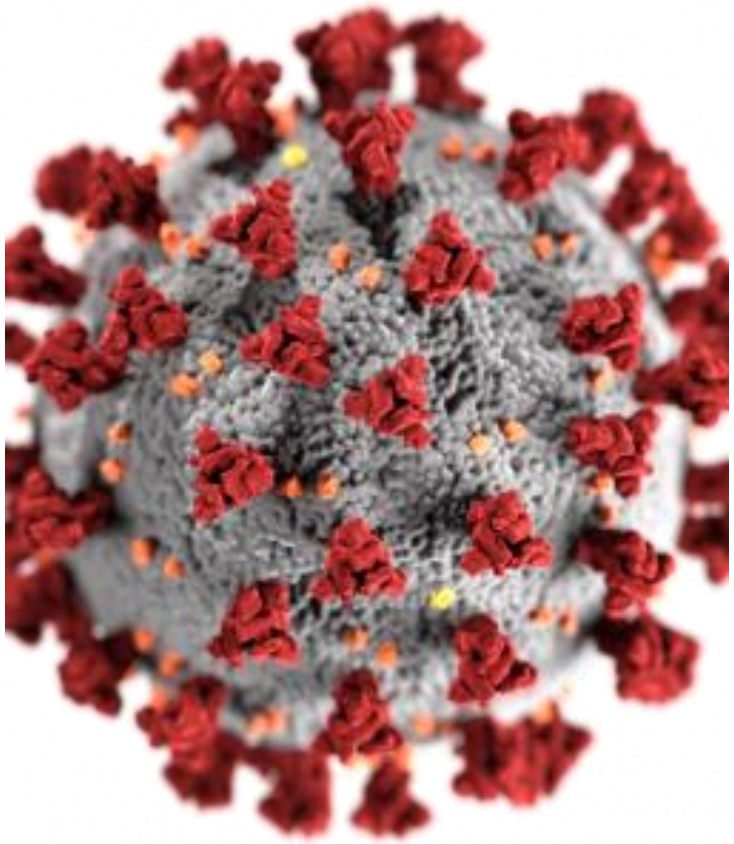
- A similar format will be used at Veterans Stadium.
- Determination of participants each week will be at the discretion of the band and dance directors.
- Students will be seated 6ft apart in staggered formation as shown in the following diagram. Seating must be adhered to for the duration of the football game.



Additional Programs that are soon to launch:

- Cheerleading
- JROTC

Human Resource COVID cases





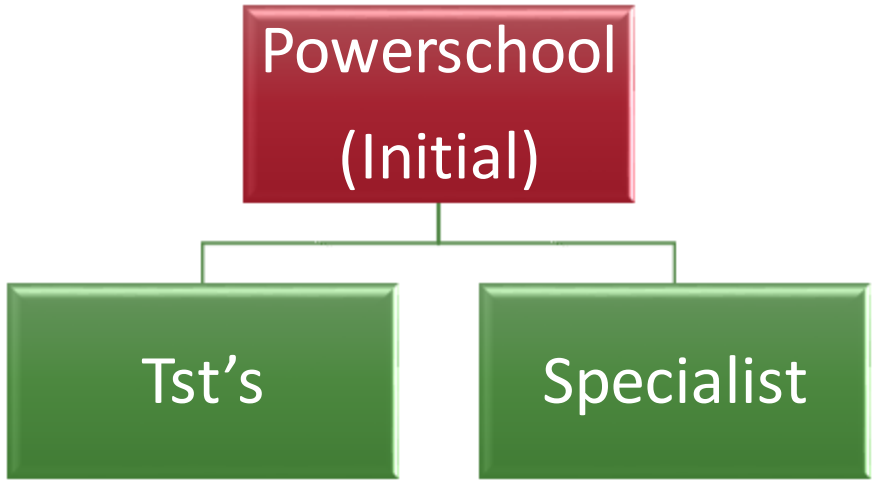
Staff Cases:

July 1st - September 28, 2020:

128

Professional Development

Schoology Trainings

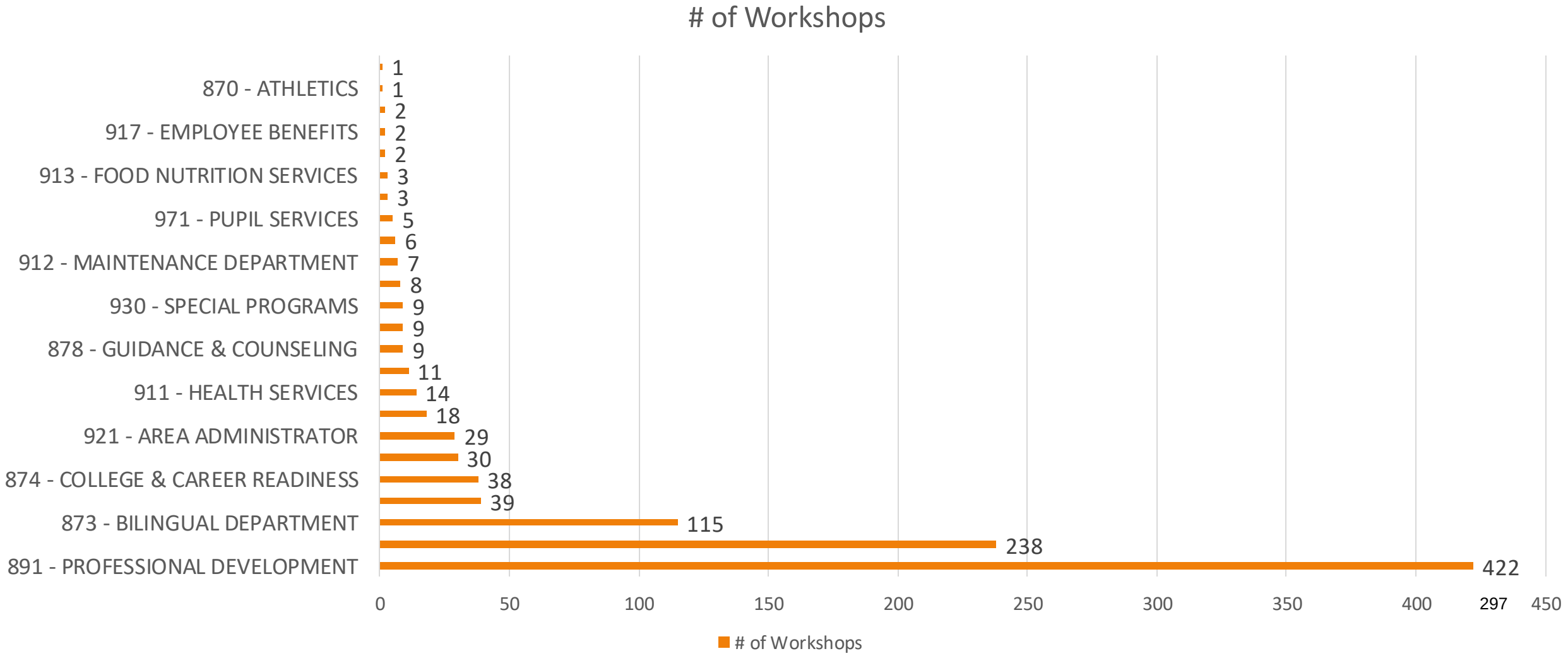


Training

The Schoology Website will have the On-Demand Training Videos
Marco and Angel are the LEAD TST's that will provide Cluster Trainings and training the TSTs as well.

Audience	Training Type
TSTs	Admin Portal
TSTs	Teacher Portal
Elementary Librarians	Teacher Portal
MS Librarians	Teacher Portal
HS Librarians	Teacher Portal
Curriculum Specialists	Admin Portal
Curriculum Specialists	Curriculum Groups
*Departments	Admin Portal
Elem Deans & APs	Admin Portal
MS Deans & APs	Admin Portal
HS Deans & APs	Admin Portal
Principals	Admin Portal
Grade Level PK-2	Clever & Schoology
Grade Level 2-5	Clever & Schoology
MS - Departments	Schoology & TAC
HS - Departments	Schoology & TAC
Teachers	On-Demand Videos
TSTs	Train the Trainer
Administrators	On-Demand Videos
Cluster Trainings	Angel & Marco
Cluster Trainings	Angel & Marco

Professional Development – June 1, 2020 – October 1, 2020



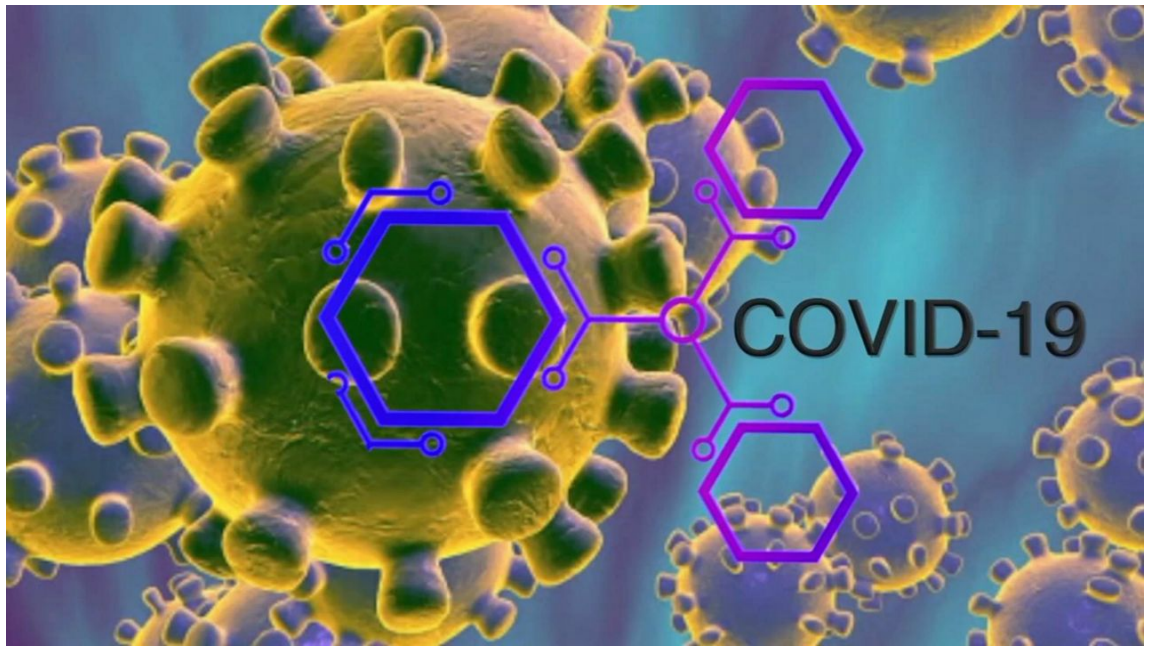
The measure of who we are is what we do with what we have.
-Vince Lombardi

Questions & Answers



Brownsville Independent School District

Presentation to the School Board
October 6, 2020



Updates from the
Business & Operations Department

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

Today's Agenda

I. Business Department Updates

1. Review of CARES Act Funding
2. Coronavirus Relief Funds Submission (CRF)
3. Federal Emergency Management Agency (FEMA) Changes
4. Upcoming Reimbursements
5. Operation Connectivity



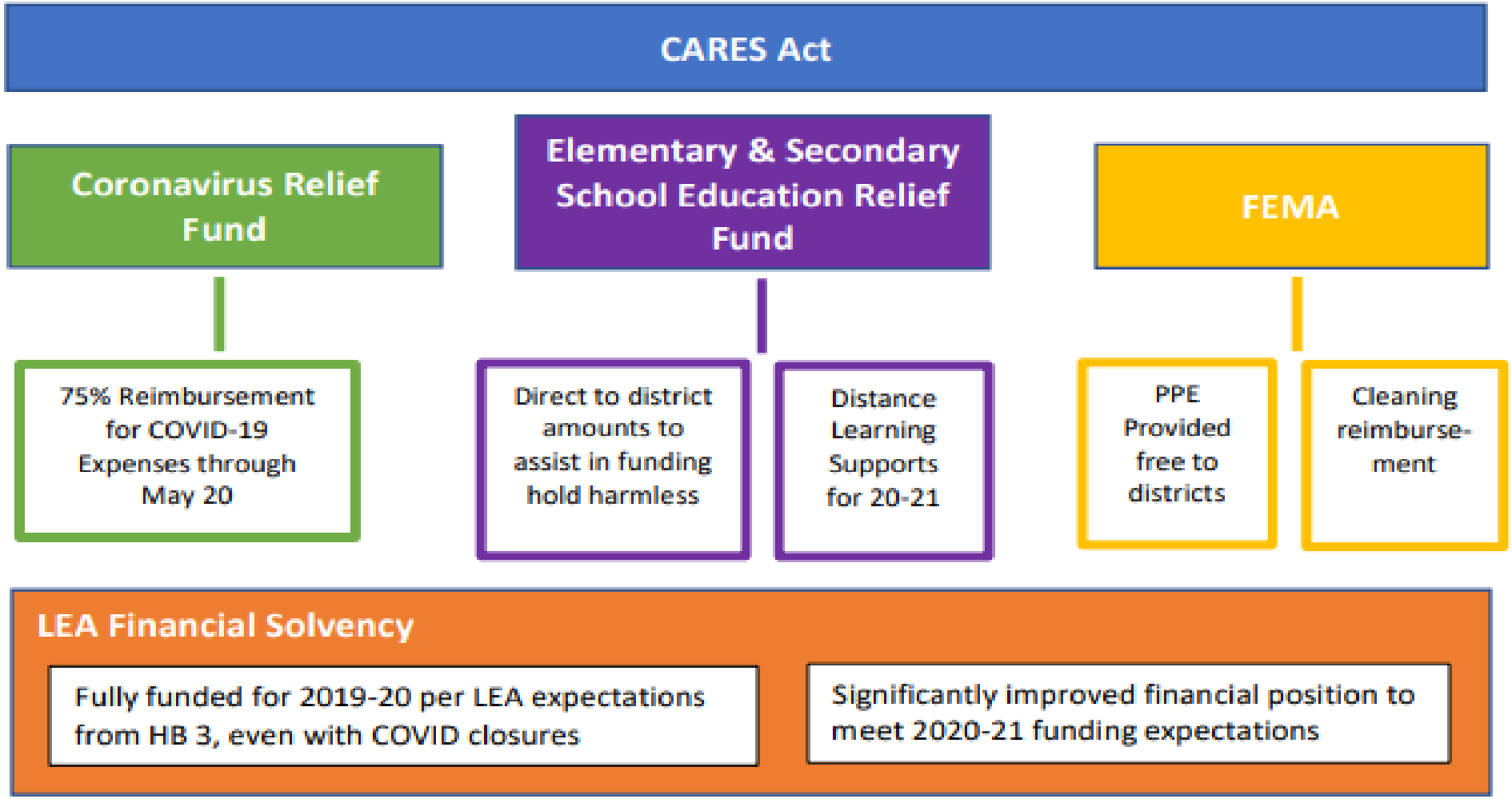
II. Operations Department Updates

1. Attendance and Enrollment
2. Food and Nutrition Services
3. Transportation Dept.
4. Warehouse Updates
5. Technology and Equipment Updates
6. Employee Benefits



Today's Agenda

1. Review of CARES Act Funding



Business Department Updates



2. Coronavirus Relief Funds (CRF) – Allocation: $3,418,171

- 75% Reimbursement *(if statewide reimbursements applications exceed funds available, this percentage may have to be adjusted)*
- Reimbursable items: Personal protective equipment (PPE), technology devices, internet and payroll
- Timeframe – March 1, 2020 – May 20, 2020
- Deadline: September 30, 2020
- Submission included an upload of approximately 2000 pages.

Coronavirus Relief Fund (CRF)		
Submission Completed 9.21.20		
Item	**Submitted**	**% Reimbursement**
Materials	$183,618.97	
Stipends	$580,229.73	
Premium Pay	$1,318,764.99	
Total Submitted	**$2,082,613.69**	75% of Expenses
Eligible Reimbursement	$3,418,171.00	302

Business Department Updates

3. Federal Emergency Management Agency (FEMA)

- ❑ 75% Reimbursement
- ❑ Reimbursable items:
  - o Disinfecting supplies,
  - o Personal Protective Equipment (PPE),
  - o Labor directly related to overtime, and
  - o Rental equipment
- ❑ Timeframe – Opened January 20, 2020 – end of Declaration of Public Health Emergency
- ❑ **Change as of September 17, 2020** – Updated Policy
  - o Applicable on or after September 15, 2020
  - o FEMA will only cover PPE costs for those engaged in emergency protective measures (medical care, emergency operations centers, mass casualty management, healthcare workers, etc.)

Business Department Updates

4. Upcoming Reimbursements

- ❑ Submitted **Elementary and Secondary School Emergency Relief Fund** (ESSER)
- ❑ Allocation: $19,709,168 less Private Non-Profit (PNP) Allocation = $19.2m
- ❑ Timeline: March 13, 2020 through June 30, 2021 (will 12 additional months carryover, September 30, 2022)
- ❑ **Supplanting**, not supplemental
- ❑ Application submitted on time – August 19, 2020 (due August 24, 2020)
- ❑ Texas Education Agency (TEA) released 20% of the funding, 100% of the grant awarded after the application is negotiated and awarded.



Business Department Updates

5. Operation Connectivity – Phase I



1. **Bulk Order Purchase**
   a. Brownsville ISD 50% and Texas Education Agency 50% (Total order= $4,531,500)
   b. 25% Bulk-Purchase Local Match (City and County)



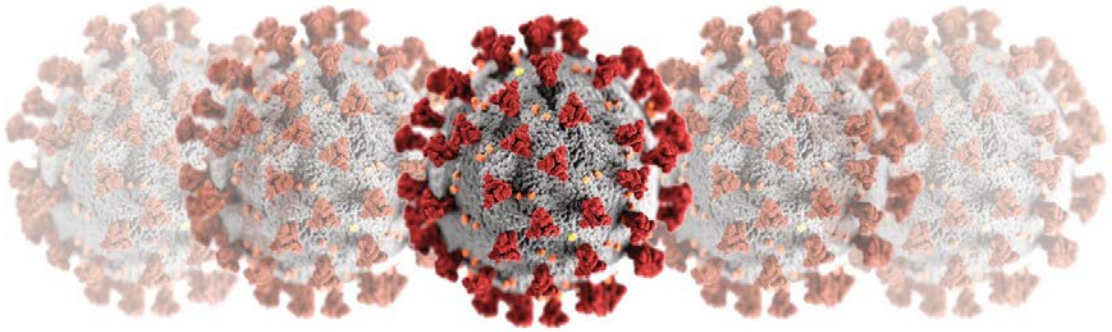
2. **Prior Purchase Reimbursement Program (PPRP)**

- ❑ PPRP is set to launch the **third week of October** with a Webinar for school districts wishing to participate
- ❑ The process for the PPRP and the final amount of funds available will not be known until the conclusion of the Local Match program on October 15th.
- ❑ A process **webinar** will be held the **third week of October** for which invitations will be circulated later this week.

Business Department Updates

Operation Connectivity

Operation Connectivity Launch		PHASE 1			
Launch of Operation Connectivity	**Initial Taskforce Work and Report**	**Procurement**	**Shipping and Delivery**	**Local Match Reimbursement Program (LMRP)**	**Prior Purchase Reimbursement Program (PPRP)**
May	June - July	July-August	Sept -Early Dec	Sept –Oct **Deadline: 10/15/20**	Nov - Dec
✓	✓	✓	→	→	↻



Business Department Updates

Operation Connectivity

PHASE 2			PHASE 3				
Mapping Tool Develop-ment	Mapping of Available Broadband Shared with LEAs	Negotiation with Suppliers on Existing Rate Packages	Explore New Broadband Tech	Texas Department of Information Resources (DIR)	Secure Funding for New Infra-structure	LEAs	Implement ation of New Infra-structure
Sept	Oct -Nov	Sept-Oct	Sept-Jan	Oct- Dec			
→	→	→	→	→	◷	◷	◷

TEA Connect TEXAS (TEACT) is a long-term connectivity program designed to enable digital equity and economic empowerment for the school-age children of Texas for years to come. TEACT will partner with districts and low-cost, high-speed internet providers, so that students who have access to existing broadband infrastructure are connected to it and can use that service free of charge. This will be accomplished by: 1) Up-to-date mapping of existing infrastructure and 2) Negotiated innovative programs that have uniform low pricing for existing high-speed services

The Texas Department of Information Resources (DIR) executed an RFC process in August, 2020 for Communication Technology Services. This covered both traditional wireless, fixed and satellite technologies, as well as newer and more innovative technologies such as radio wave and private LTE networks. The full RFO process will launch by mid-October and will include specific reference to the unique needs of broadband for education. The entire process is expected to conclude in late December; the TEA has been invited to act as SME's during the Offer Review Process.

Operations Department Updates

ATTENDANCE matters

1

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT • FOOD & NUTRITION SERVICES •

2



3



4



5

Operations Department Updates

1. Attendance and Enrollment

- ❑ TEA will use the 2019-2020 1st, 2nd, and 3rd six weeks (18 weeks) attendance to calculate funding for the 18 weeks this school year. (released by TEA 10/1/20)
- ❑ Week 19 – Attendance systems **must be in place** to capture accurate data
- ❑ Current Attendance Rate – 95%-98% at each campus
- ❑ Total Student Enrollment – 40,721

Operations Department Updates

2. Food and Nutrition Services

- ❑ Current meal distribution – average of 13,500 meals (breakfast, lunch, and supper)
- ❑ Curbside – elementary campuses, 10:00 a.m. – 1:00 p.m.
- ❑ Curbside – high school campuses, 11:30 a.m. – 1:00 p.m.
- ❑ Meals served in cafeterias at ALL schools during various meal times
- ❑ Bus deliveries to middle schools and high school students

Operations Department Updates



3. Transportation Department

- ❑ Staff providing transportation for students who request it.
- ❑ The numbers change daily
- ❑ Transportation staff:
  - ✓ Support campuses
  - ✓ Assist FNS with curbside meals
  - ✓ Deliver meals to students

	Week 23-Sep	Week 28-Sep	Week 5-Oct	Week 13-Oct
HANNA CLUSTER	5	63	104	123
LOPEZ CLUSTER	0	48	64	81
PACE CLUSTER	0	28	47	56
PORTER CLUSTER	0	17	17	17
RIVERA CLUSTER	4	81	100	126
VETERANS CLUSTER	6	41	62	65
OTHER PROGRAMS	2	2	2	2
TOTAL RIDERS ALL CLUSTERS	17	280	396	470

311

As of 09/28/2020 3:00 pm

Operations Department Updates



4. Warehouse Department Updates

Brownsville Independent School District

District Warehouse Department Delivery

Campus Counts

HIGH SCHOOLS	CHROMEBOOKS	EMPLOYEE WASHABLE MASKS	COVID Kits	OFFICE THERM.	75" MONITORS	TEMPERATURE KIOSK	BOTTLED WATER	STUDENT WASHABLE MASKS (3 MASKS PER BAG)
Brownsville Early College HS	* Aug. 12 - 225	30-Jul	Aug. 11 - 17	Sept. 1 - 2 ea.	Aug. 31 - 5 ea.	Sept. 21 - 1 ea.	0	Sept. 9 - 401 bags
Hanna Early College HS	* Aug. 10 - 1,905	5-Aug	Aug. 10- 165	Sept. 1 - 5 ea.	Aug. 28 - 26 ea.	Sept. 18 - 3 ea.	DELIVERED	Sept. 9 - 2,435 bags
Lopez Early College HS	* Aug. 13, 14 - 1,578	10-Aug	Aug. 11 - 142	Sept. 2 - 5 ea.	Sept. 1 - 19 ea.	Sept. 18 - 3 ea.	DELIVERED	Sept. 10 - 1,951 bags
Pace Early College HS	* Aug. 13, 14 - 1,114	6-Aug	Aug. 11 -146	Sept. 2 - 5 ea.	Aug. 28 - 21 ea.	Sept. 17 - 3 ea.	DELIVERED	Sept. 14 - 2,089 bags
Porter Early College HS	* Aug. 14 - 1,007	4-Aug	Aug. 11 - 142	Sept. 1 - 5 ea.	Aug. 28 - 17 ea.	Sept. 18 - 3 ea.	DELIVERED	Sept. 14 - 1,992 bags
Rivera Early College HS	See Note Below	30-Jul	Aug. 11 -159	Sept. 1 - 5 ea.	Aug. 31 - 22 ea.	Sept. 18 - 3 ea.	DELIVERED	Sept. 11 - 2,403 bags
Veterans Memorial Early College HS	* Aug. 13, 14 - 2,013	5-Aug	Aug. 11 - 139	Sept. 2 - 5 ea.	Sept. 1 - 21 ea.	Sept. 18 - 3 ea.	DELIVERED	Sept. 11 - 2,207 bags
Brownsville Academic Center		6-Aug	Aug. 11 - 19	Sept. 2 - 2 ea.	Sept. 3 - 2 ea.	0	0	Sept. 15 - 10 bags
Brownsville Learning Academy 6-12		30-Jul	Aug. 11 - 15	Sept. 2 - 2 ea.	Sept. 2 - 3 ea.	0	0	Sept. 21 - 50 bags
Lincoln Park High School		3-Aug	Aug. 11 - 16	Sept. 1 - 2 ea.	Sept. 3 - 1 ea.	0	0	Sept. 22 - 50 bags

Operations Department Updates



5. Technology and Equipment Updates

- ❑ Received - 2,645 iPads (pending 1,355)
- ❑ Pending Dell laptops – 6,000
- ❑ Temperature Kiosk – delivered and training provided on Oct. 2nd
- ❑ Student count with devices – approximately 6,000 students do not have a device (pending the order of laptops)
- ❑ 100% of requested hotspots distributed to students/families

Operations Department Updates



6. Employee Benefits Department

Completed

- ❑ Flu shots offered to employees (Sept. 23-Sept. 29)

- ❑ Insurance open enrollment window on-going and will conclude Nov. 25, 2020 for 2020-2021 benefits

Upcoming

- ❑ Offer "free" COVID-19 testing to students/staff – Oct. 10-11, 2020 at the Wellness Center

- ❑ Competitive Sealed Proposal (CSP) to offer district-wide COVID testing. Award will be submitted in November.

Business Department Updates

Operations Department Updates

Questions?



Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/20

Item Title: Request a Second Waiver to Extend the Start of Face-to-Face Instruction for an Additional Four Weeks

X Action
Information
Discussion

BACKGROUND:

According to the data from Texas Department of State Health Services as of September 30, 2020, Cameron County COVID-19 hospitalization rate is at 15.12% and the positivity rate for COVID-19 in the Rio Grande Valley is at 13%. Therefore, District Administration has petitioned the Texas Education Agency (TEA) for a second 4-week waiver for Distance Learning.

Nonetheless, BISD has started its Soft Opening, as of September 23, 2020 for students without devices and/or internet services. As of September 30, 2020, 602 students are receiving face-to-face instruction throughout our district.

The district awaits a response from TEA. TEA has notified districts that a second waiver request requires school board approval. We are proactive in our second waiver request pending TEA approval.

District administration requests to return to face-to-face instruction beginning November 30, 2020. Second waiver request from October 21, 2020 to November 20, 2020.

FISCAL IMPLICATIONS:

RECOMMENDATION:

Recommend approval to authorize the Superintendent to submit to TEA a Board Approved second waiver request to extend Distance Learning from October 21, 2020 to November 20, 2020.

Dr. Anysia Treviño
Submitted by: Deputy Supt. for C & I/HR

Dr. Anysia Treviño
Recommended by: Deputy Supt. for C & I/HR

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.

Below please find Brownsville ISD response to clarifying questions you had regarding our petition to request an additional 4 weeks of delaying face to face instruction for all.

1. Describe the phase-in plan you have for allowing those who wish to return on campus to

Phase I: On September 23, 2020, Brownsville Independent School District began a soft opening for High School students who needed credit recovery and did not have a technology device and/or internet and district employees' school-age children.

Phase II: September 28, 2020 – Students without devices or internet in the following grade levels

- Pre-K through 2nd grade,
- 8th grade and 12th grade
- Special Education (All grade levels)

Phase III: October 5, 2020 adding students in the following grades without devices or internet

- 3rd grade and 4th grade,
- 7th grade and 11th grade
- off-season begins for athletics

Phase IV: October 13, 2020 adding students in the following grades without devices or internet

- 5th grade and 6th grade
- 9th grade and 10th grade

Notes:

A) If we are not granted the petition to extend the face to face instruction the plan calls for Parents with students with devices and internet return to campus on November 2, 2020 (start of the 3rd six weeks).

B) If petition is approved we would extend the start of face to face instruction for all students until November 30, 2020

2. What is the current number of students on campus and what is that as a percentage of enrollment; please note the date of this data, the first date of instruction, and the first date on -campus instruction was offered this school year?
   - Total number of students on campuses **602**
   - Percentage of enrollment **1%**
   - The first day of instruction **August 25, 2020**
   - First date on-campus instruction **September 23, 2020**

3. What is the current number of students that do not have access to the internet or a device? **527**

4. From the most recent survey of parents and guardians, what is the percentage of those who indicated they wanted on campus instruction (daily or partially), and what is the response rate of your survey; please note the date of the survey.
    - Percentage of those who indicated campus instruction **12.6%**
    - Response rate **86%**

5. What is the current rate of COVID-19 hospitalization in your trauma service area; please note the date of this data?
   Rio Grande Valley Trauma Service Area currently has over 13% of positivity testing according to Health Human Services Department. According to the data from DSHS on September 30, 2020, Cameron County COVID-19 hospitalization rate is at 15.12%

Dr. Anysia Trevino

From: Waivers <waivers@tea.texas.gov>
Sent: Thursday, October 1, 2020 7:47 PM
To: Dr. Anysia Trevino
Cc: Waivers
Subject: RE: Additional 4 weeks

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.

Hello,

Per the district's request, an additional 4-week transition period is granted. As stated in the SY 2020-21 Attendance and Enrollment FAQ, the district's additional window extension plan must include increasing levels of allowed on campus instruction. Furthermore, this additional transition period will require board approval.

Division of Waivers
Office of Governance & Accountability
Texas Education Agency
512.463.9630
waivers@tea.texas.gov

From: Dr. Anysia Trevino <dratrevino@bisd.us>
Sent: Wednesday, September 30, 2020 3:22 PM
To: Waivers <waivers@tea.texas.gov>
Subject: RE: Additional 4 weeks

TO: Texas Education Agency

Attached please find BISD responses to questions asked in order to evaluate BISD petition to request an additional 4 weeks of distance learning. Please keep me posted and feel free to email me or call if you have additional questions.

Dr. Anysia Trevino
Deputy Superintendent for
Curriculum and Instruction & HR
Brownsville ISD
956-547-4113

From: Waivers <waivers@tea.texas.gov>
Sent: Monday, September 28, 2020 12:13 PM
To: Dr. Anysia Trevino <dratrevino@bisd.us>
Cc: Dr. Rene Gutierrez <rene.gutierrez@bisd.us>; Waivers <waivers@tea.texas.gov>
Subject: RE: Additional 4 weeks

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.

The agency has received your request.

Additionally, please address the following:

- Describe the phase-in plan you have for allowing those who wish to return on campus to do so
- What is the current number of students on campus and what is that as a percentage of enrollment; please note the date of this data, the first date of any instruction, and the first date on-campus instruction was offered this school year
- What is the current number of students that do not have access to the internet or a device
- From the most recent survey of parents and guardians, what is the percentage of those who indicated they wanted on campus instruction (daily or partially), and what is the response rate of your survey; please note the date of the survey
- What is the current rate of COVID-19 hospitalizations in your trauma service area; please note the date of this data.

Each waiver request will be reviewed on a case-by-case basis and additional information or details may be requested.

Thank you

From: Dr. Anysia Trevino <dratrevino@bisd.us>
Sent: Monday, September 28, 2020 12:11 PM
To: Waivers <waivers@tea.texas.gov>
Cc: Dr. Rene Gutierrez <rene.gutierrez@bisd.us>
Subject: Additional 4 weeks

TO: Texas Education Agency

As per our conversation with Commissioner Morath on September 22, 2020, he communicated that if districts in South Texas elected to petition for an extension to the waiver for an additional 4 weeks of Distance Learning to send an email indicating our request to petition. Although Brownsville ISD (BISD) has taken many precautions to ensure schools are safe and a Reopening Plan has been created and shared with staff and community members we still feel we are not equipped to open for face to face instruction for all.

On September 23 we began a soft opening for students without devices and internet services. The soft opening will continue for the next few weeks for students without internet services and devices. The Rio Grande Valley and Cameron County continue to be a hot spot of reported positive cases of Covid-19. BISD has had 179 employee test positive for Covid-19 since March, and unfortunately 11 Covid-19 related employee deaths. Since the summer we have had to close 16 schools and 6 departments at one time or another due to positive Covid-19 cases.

We have a scheduled school board meeting on October 6, 2020, and an agenda item has been created to discuss and approve the additional 4 weeks of continue Distance Learning. We want to assure the Texas Education Agency that our number one priority is to bring our students back to a safe a campus as possible. Our Asynchronous plan was approved by TEA on September 25, 2020. We will continue to support our students with the resources that they need to be successful. Therefore, we respectfully petition to be approved for an additional 4 weeks of Distance Learning. If you have any questions please feel free to call me at 956-547-4113.

Dr. Anysia Trevino
Deputy Superintendent for
Curriculum and Instruction & HR
Brownsville ISD
956-547-4113

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Brownsville Independent School District

Agenda Category: Board Member Request **Board of Education Meeting:** 10/06/2020

Item Title:	**Transportation Employees Seniority Ranking List**	**X**	**Action**
	Transportation Employees		**Information**
	(Board Agenda Request – MP)		**Discussion**

BACKGROUND:

Board Member Request: **Minerva Pena**
Board Support: **Dr. Prisci Roca Tipton, Dr. Sylvia P. Atkinson**

FISCAL IMPLICATIONS:

RECOMMENDATION:

Discussion, consideration and possible action regarding Transportation Employees Department Seniority Ranking List (Overtime, summer and extra-curricular activities) for all Transportation Employees. (Board Agenda Request – Minerva Pena/Board Support Dr. Prisci Roca Tipton and Dr. Sylvia P. Atkinson)

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: Thursday, September 24, 2020 8:44 AM
To: Patricia Perez
Subject: FW: Agenda Item Board Agenda Request - Minerva Pena RBM 10-06-2020

FYI:Board of Trustees
Superintendent
Board Attorney

Board Agenda Request - Minerva Pena
RBM October 6, 2020

-----Original Message-----
From: Minerva Pena <pena4bisd@yahoo.com>
Sent: Wednesday, September 23, 2020 2:51 PM
To: Patricia Perez <pperez@bisd.us>
Subject: Agenda Item

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.

Can we please place the following items on the October 6, 2020, Board Agenda;

1. Discussion, consideration and possible action, to provide Hazardous Duty Stipend Pay for all employees working on any BISD School Campuses during this COVID-19 pandemic time.

2. Discussion, consideration and possible action regarding; Transportation Employees Department Seniority and 40 hour work week for all Transportation Employees.

Sent from my iPhone

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Patricia Perez

From: Prisci Tipton
Sent: Thursday, September 24, 2020 8:46 AM
To: Patricia Perez
Subject: Re: Agenda Item Board Agenda Request - Minerva Pena RBM 10-06-2020

Good morning,
I approve the two items below.
Thank you,
Prisci

Get Outlook for iOS

From: Patricia Perez <pperez@bisd.us>
Sent: Thursday, September 24, 2020 8:43:49 AM
To: Patricia Perez <pperez@bisd.us>
Subject: FW: Agenda Item Board Agenda Request - Minerva Pena RBM 10-06-2020

FYI:Board of Trustees
Superintendent
Board Attorney

Board Agenda Request - Minerva Pena
RBM October 6, 2020

-----Original Message-----
From: Minerva Pena <pena4bisd@yahoo.com>
Sent: Wednesday, September 23, 2020 2:51 PM
To: Patricia Perez <pperez@bisd.us>
Subject: Agenda Item

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Sent from my iPhone

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Patricia Perez

From: smuponies <smuponies@aol.com>
Sent: Thursday, September 24, 2020 8:55 AM
To: Patricia Perez
Subject: RE: FW: Agenda Item Board Agenda Request - Minerva Pena RBM 10-06-2020

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.

Hi Ms. Pat. I definitely support these items. Thank you.

Dr. Sylvia P. Atkinson
956.499.3600

-------- Original message --------
From: Patricia Perez <pperez@bisd.us>
Date: 9/24/20 8:43 AM (GMT-06:00)
To: Patricia Perez <pperez@bisd.us>
Subject: FW: Agenda Item Board Agenda Request - Minerva Pena RBM 10-06-2020

FYI:Board of Trustees
Superintendent
Board Attorney

Board Agenda Request - Minerva Pena
RBM October 6, 2020

-----Original Message-----
From: Minerva Pena <pena4bisd@yahoo.com>
Sent: Wednesday, September 23, 2020 2:51 PM
To: Patricia Perez <pperez@bisd.us>
Subject: Agenda Item

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Sent from my iPhone

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Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/20

Item Title: Resolution #022/20-21 for the 2020-2021 Tax Levy

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

BACKGROUND:

The State Property Tax Board requires in Section 26.09 (e) of the State Property Tax Code that the governing body of the collecting agency approve a current year tax levy at the tax rate adopted by the same body.

FISCAL IMPLICATIONS:

Budget Tax Revenues - $73,331,821.35

RECOMMENDATION:

Recommend approval of Resolution #022/20-21 for the 2020-2021 Tax Levy in the amount of $73,331,821.35 based on the adopted tax rate of $1.175872 per $100 property valuation.

Mary D. Garza
Submitted by: Principal/Program Adm

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent
10/1/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

RESOLUTION

#022 /20-21

WHEREAS, the 2019 tax rate for the Brownsville Independent School District was heretofore Adopted by the Trustees of the District, and

WHEREAS, the Tax Assessor-Collector of the District has submitted to the Trustees of the District the certified appraisal roll of the District with the amounts of tax determined entered thereon, and

WHEREAS, all other things required by law to be done have been done properly by the appropriate officials, now therefore

IT IS HEREBY RESOLVED, by affirmative vote of the Board of Trustees of the Brownsville Independent School District, that such document is hereby approved as the 2020 tax levy for the District in the total amount of $73,331,821.35

DATE

Minerva M. Peña
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

Dr. Prisci Roca Tipton
SECRETARY

OFFICE OF THE
TAX ASSESSOR-COLLECTOR

P.O. BOX 952 BROWNSVILLE, TEXAS 78522-0952

TONY YZAGUIRRE, JR.
TAX ASSESSOR-COLLECTOR

RICK CAMARILLO.
CHIEF DEPUTY

BROWNSVILLE
MAIN OFFICE
964 E. HARRISON
(956) 544-0800
FAX: 544-0808

BROWNSVILLE
SOUTHMOST
BRANCH OFFICE
2900 SOUTHMOST
ROAD
(956) 574-6176
FAX: 574-6176

BROWNSVILLE
WESTSIDE
BRANCH OFFICE
1763 MILITARY
HIGHWAY
(956) 542-5654
FAX: 542-6673

HARLINGEN
BRANCH OFFICE
3302 WILSON RD.
(956) 427-6013
FAX: 427-6017

SAN BENITO
BRANCH OFFICE
1390 W. EXPWY 83
(956) 361-6232
FAX: 361-6235

LOS FRESNOS
BRANCH OFFICE
105 OCEAN BLVD
(956) 233-4494
FAX: 233-6154

PORT ISABEL
BRANCH OFFICE
505 HWY. 100
(956) 943-6101
FAX: 943-0184

LA FERIA
BRANCH OFFICE
200 INDUSTRIAL
(956) 797-3075
FAX: 797-9239

RIO HONDO
BRANCH OFFICE
130 COLORADO
(956) 748-2345
FAX: 748-4622

September 22, 2020

MARY D. GARZA
ADMINISTRATOR OF FINANCE
BROWNSVILLE I.S.D
1900 E. PRICE RD STE 303
BROWNSVILLE TX 78521

Re: Adoption of the 2020-2021- BROWNSVILLE I.S.D -Tax Rate and Tax Levy

MS. MARY D. GARZA:

Our office has loaded the certified totals for your taxing entity and has generated a beginning levy of **$73,331,821.35** based on your adopted rate of $1.175872 **per** 100 dollars of value for Fiscal Year 2020-2021.

Attached you will find the corresponding Entity Totals Report, which shows the detailed breakdown of your accounts with value and tax information. Please let me know if you have any questions regarding this matter.

Sincerely,

Rick Camarillo
Chief Deputy

Attachments

Cc: Tony Yzaguirre, Jr. Tax Assessor-Collector

TXTOTAL
DATE: 09/21/2020

ENTITY TOTALS REPORT
BROWNSVILLE ISD

YEAR: 2020
RATE: 1.175872

DESCRIPTION		COUNT	VALUE	TAX
HOMESTEAD IMPROVEMENT	:		2,965,055,179	34,865,253.63
NON HOMESTEAD IMPROVEMENT	:		2,745,031,084	32,278,051.91
TOTAL IMPROVEMENT	:		5,710,086,263	67,143,305.54
HOMESTEAD LAND	:		806,444,830	9,482,758.95
NON HOMESTEAD LAND	:		1,212,051,856	14,252,178.40
AG MARKET	:		126,536,208	1,487,903.84
TOTAL LAND	:		2,145,032,894	25,222,841.19
TOTAL PERSONAL PROPERTY	:		1,013,851,514	11,921,596.07
TOTAL MINERAL VALUE	:		0	.00
TOTAL MARKET VALUE	:	72,498	8,868,970,671	104,287,742.81
LIMITED MARKET	:		381,522,409	4,486,215.18
LIMITED USE	:		349,150,211	4,105,559.57
LIMITED LOST	:		32,372,198	380,655.61
AG MARKET	:		126,536,208	1,487,903.84
AG USE	:	856	6,723,254	79,056.86
DEFFERRMENT	:		119,812,954	1,408,846.98
ABA ABSOL EXEM-ABATEMENT	:	0	0	.00
E$ MINERAL $500 EXEMPTION	:	0	0	.00
FRP FULL EXEM-FREEPORT	:	2	312,825	3,678.42
FUL FULL EXEMPTIONS	:	3,184	1,313,390,089	15,443,786.31
GOV GOVERNMENT PROPERTY	:	0	0	.00
HIS HISTORICAL	:	0	0	.00
PAR PARSONAGES	:	0	0	.00
POL POLLUTION CONTROL	:	0	0	.00
PPV PP LEASED VEHICLE	:	7	244,490	2,874.89
TOTAL FULL EXEMPTIONS	:	3,193	1,313,947,404	15,450,339.62
CNV CONVERSION EXEMPTION ERROR	:	0	0	.00
DH DISABLED PERSON HOMESTEAD	:	802	7,646,301	89,910.71
DLO DISABLED LOCAL OPTION	:	719	3,185,453	37,456.85
GH GENERAL HOMESTEAD	:	23,737	353,240,486	4,153,655.97
GH1 GENERAL HOMESTEAD - New $10000	:	23,298	230,468,752	2,710,017.52
GLO GENERAL LOCAL OPTION	:	0	0	.00
SH SENIOR CITIZEN HOMESTEAD	:	8,967	86,431,384	1,016,322.44
SLO SENIOR LOCAL OPTION	:	8,190	36,679,245	431,300.97
SV1 OV-65 W/10-30% D/VET	:	3	14,544	171.02
SV2 OV-65 W/31-50% D/VET	:	0	0	.00
SV3 OV-65 W/51-70% D/VET	:	0	0	.00
VHS VETERAN'S EXEMPTION 100%	:	472	56,542,593	664,868.52
V01 VETERAN LEVEL 1	:	80	386,419	4,543.79
V02 VETERAN LEVEL 2	:	50	353,626	4,158.19
V03 VETERAN LEVEL 3	:	67	650,430	7,648.22
V04 VETERAN LEVEL 4	:	287	3,307,578	38,892.88
V05 OTHER VETERAN LEVEL 1	:	0	0	.00
V06 OTHER VETERAN LEVEL 2	:	0	0	.00
V07 OTHER VETERAN LEVEL 3	:	0	0	.00
V08 OTHER VETERAN LEVEL 4	:	1	6,037	70.99
ZZZ USER OVER RIDDEN EXEMPTIONS	:	1,088	265,499,236	3,121,931.18
TOTAL PARTIAL EXEMPTIONS	:	67,761	1,044,412,084	12,280,949.26
NET TAXABLE VALUE	:	72,498	6,358,426,031	74,766,951.34
RECEIVABLE ADJUSTED FOR ROUNDING	:	72,498	6,358,426,031	73,331,821.35
NET TAXABLE VALUE WITH FREEZE	:	10,463	433,423,428	5,096,504.73
NET TAXABLE VALUE W/O FREEZE	:		5,925,002,603	69,670,446.61
NET VALUE LOSS	:		122,048,147	1,435,129.99
NET ALLOCATED VALUE	:		6,236,377,884	73,331,821.35

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/20

Item Title: Discussion, consideration, and possible action regarding the required reimbursable payment of $500 per designated teacher for 2019-2020 along with the required data submission for Cohort A.

X Action
Information
X Discussion

BACKGROUND:

Under BISD Cohort A's Teacher Incentive Allotment plan, 41 teachers were designated by TEA (Porter ECHS and Faulk MS) as either Recognized, Exemplary or Master Teachers based on the 2018-2019 data capture year.

Each year BISD will have an opportunity to submit proposed designations based on the following data capture year.

On July 31, 2020, BISD was notified that Cohort A was also provisionally approved to issue further designations for 2019-2020 data capture year. BISD is required to submit teacher observation and student growth data for the 2019-2020 in order to be considered for further designations for the 2020-2021 school year.

A submission intention form is due October 9, 2020. A reimbursable $500 fee per teacher proposal will be due upon data submission on October 30, 2020.

FISCAL IMPLICATION:

BISD will pay the reimbursable fee requirement of $500 per proposed designated teachers for 2019-2020 Cohort A data submission.

RECOMMENDATION:

Discussion, consideration, and possible action regarding the required reimbursable payment of $500 per additional designated teachers for 2019-2020 along with the required data submission for Cohort A.

Approved for Submission to Board of Education:

Maricela Zarate Puente
Submitted by: Principal/Program Adm.

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

Dr. René Gutiérrez, Superintendent

Dr. Anysia Treviño
Approved by: Deputy Superintendent

When Necessary, Additional Background May Follow This.

Maricela Zarate Puente

From: Wu, Grace <Grace.Wu@tea.texas.gov>
Sent: Friday, September 18, 2020 5:10 PM
To: Wu, Grace
Cc: TIA; TIA@ttu.edu
Subject: Data Submission Documents Posted

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.

Dear Cohort A District,

Your district's local designation system was provisionally approved for one year and is therefore eligible to submit teacher designations based on 2019-2020 teacher effectiveness data. This year's data submission directions and documents have been posted to the TIA website. A pre-recorded webinar containing guidance on data submission and this year's data validation checks will be posted the week of September 26th. Our team will also be hosting office hours to assist with any questions regarding the data submission process each Monday from 2-3:30 starting September 21st through October 26th. We encourage your team to sign up for a time using this link.

Given the impact of COVID-19, Cohort A districts may choose one of the following options for the 2019-2020 data submission:

1. Designate using complete 2019-2020 teacher observation data and complete 2019-2020 student growth data for all teachers in eligible teaching assignments for a potential 5-year approval
2. Designate using complete 2019-2020 teacher observation data for all teachers in eligible teaching assignments for a potential 1-year provisional approval
3. Designate using 2019-2020 student growth data to at least the mid-year point for all teachers in eligible teaching assignments for a potential 1-year provisional approval for a potential 1-year provisional approval
4. Designate using complete 2019-2020 teacher observation data and 2019-2020 student growth data to at least the mid-year point for all teachers in eligible teaching assignments for a potential 1-year provisional approval
5. Designate using complete 2018-2019 student growth and teacher observation data and complete 2019-2020 teacher observation data for all teachers in eligible teaching assignments for a potential 1-year provisional approval
6. Designate using complete 2018-2019 student growth and teacher observation data and 2019-2020 student growth data to at least the mid-year point for all teachers in eligible teaching assignments for a potential 1-year provisional approval
7. Choose not to submit designations based on 2019-2020 teacher effectiveness data. This option will not exclude the district from submitting 2020-2021 teacher effectiveness data in Fall 2021.

We would like to understand your district's data submission intention by completing the following form by **October 9, 2020**.
Upon submission, if you have chosen to submit data, your district will be sent the following:

- a customized file #4 that provides previously designated teacher placement and performance information

- confirmation of service IDs that match to each of the eligible teaching groups provided on your system application's weighting tab. This confirmation will provide our team with a confirmed list of service IDs that your district is eligible to designate.

Please let us know if there are any questions,
The TIA Team

Grace Wu (she, her, hers)
Director of Strategic Compensation
Texas Education Agency
grace.wu@tea.texas.gov



Submitted on 9/23/20

2019-2020 Data Submission

Please submit your district's data submission intention using this from by October 9, 2020

* Required

1. Submit your district name *

Brownsville Independent School District

2. Submit your name and role *

Maricela Zárate Puente, Human Resources Director

3. Does your district intend to submit teacher designations based on 2019-2020 teacher effectiveness data? *

- (●) Yes
- ( ) No

4. Which data option will your district be submitting? *

- (●) Complete 2019-2020 teacher observation data and complete 2019-2020 student growth data for all teachers in eligible teaching assignments
- ( ) Complete 2019-2020 teacher observation data for all teachers in eligible teaching assignments

- ○ 2019-2020 student growth data to at least the mid-year point for all teachers in eligible teaching assignments
- ○ Complete 2019-2020 teacher observation data and 2019-2020 student growth data to at least the mid-year point for all teachers in eligible teaching assignments
- ○ Complete 2018-2019 student growth and teacher observation data and complete 2019-2020 teacher observation data for all teachers in eligible teaching assignments
- ○ Complete 2018-2019 student growth and teacher observation data and 2019-2020 student growth data to at least the mid-year point for all teachers in eligible teaching assignments

5. We have been receiving teacher inquiries and would like to best support your district in our responses. Please describe when and how teachers will be receiving their compensation based on 2019-2020 designations. Please describe how 2019-2020 designated teachers that are no longer employed with your district will be compensated. *

Teachers that are approved for 2019-2020 designations will receive compensation on or about January 2022. If a designated teacher resigns/retires, he/she will receive the payout in the same time frame. The employee is responsible for providing the district with the correct forwarding information so that they away payout can be processed.

Submit

Never give out your password. Report abuse

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TEXAS EDUCATION AGENCY
Teacher Incentive Allotment Fee Form

Please complete this form and remit with payment. Fee must be received by TEA by October 30, 2020.

$500 per teacher put forth for designation fee ($500 X the number of teachers in data submission file #1)

District Name	Brownsville Independent School District
District Mailing Address	1900 Price Rd.
County/District Number	031901
Contact Person	Maricela Zárate Puente
Contact Phone	(956)698-0688
Contact Email	z@bisd.us
Form submitted by	Maricela Zárate Puente
Number of designated teachers	
Amount enclosed	$
Check Number	

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

Districts that prefer to pay via wiring or ACH deposit should contact tia@tea.texas.gov for additional instructions.

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

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

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/20

Item Title: Disposal of Obsoleted Out-of-Adoption Textbooks

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

BACKGROUND:

We respectfully request approval of the Board of Trustees to declare obsolete the out-of-adoption textbooks to be disposed in accordance with Board Policy CMD (Legal) Instructional Materials Care and Accounting. The policy has been attached for your review.
Out-of-Adoption textbooks will be sold, disposed of to non-profit organizations or recycled.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Recommend approval to declare obsolete out-of-adoption textbooks to be disposed in accordance with Board Policy CMD (Legal) Instructional Materials Care and Accounting.

Cesar Garza
Submitted by: Principal/Program Adm.

Jimmy Haynes
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent

9/22/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Out-of-Adoption Textbooks

English Language Arts and Reading, English I-IV

When Necessary, Additional Background May Follow This.

Note: For provisions regarding selection and adoption of instructional materials, see EFA.

Instructional Materials and Technology

Instructional materials selected for use in the public schools shall be furnished without cost to the students attending those schools. Except as provided by Education Code 31.104(d), a district may not charge a student for instructional material or technological equipment purchased by the district with the district's technology and instructional materials allotment. *Education Code 31.001*

Each instructional material, including electronic instructional material only to the extent of any applicable licensing agreement, purchased as provided by Education Code Chapter 31 for a district is the property of the district. *Education Code 31.102(a)–(b)*

Allotment

A district is entitled to an allotment each biennium from the state instructional materials and technology fund for each student enrolled in the district on a date during the last year of the preceding biennium specified by the commissioner of education. The commissioner shall determine the amount of the allotment per student each biennium on the basis of the amount of money available in the state instructional materials and technology fund to fund the allotment. The allotment shall be transferred from the state instructional materials and technology fund to the credit of the district's instructional materials and technology account as provided by Education Code 31.0212. *Education Code 31.0211(a)*

The commissioner shall, as early as practicable during each biennium, notify each district of the estimated amount to which the district will be entitled during the next fiscal biennium. *Education Code 31.0215(a)*

No Appeal

The amount of the allotment determined by the commissioner is final and may not be appealed. *19 TAC 66.1307(d)*

Delayed Publisher Payment Option

A district may requisition and receive state-adopted instructional materials before allotment funds for those materials are available. The total cost of delayed-payment-option materials requisitioned may not exceed 80 percent of the district's expected allotment for the subsequent biennium.

When a district submits a requisition for instructional materials under this provision, the Texas Education Agency (TEA) will expend a district's existing allotment balance before applying the delayed payment option. TEA will make payment for any remaining balance for a district's order as the allotment funds become available and will prioritize payment for requisitions over reimbursement of purchases made directly by a district.

The commissioner shall ensure that publishers of instructional materials are informed of any potential delay in payment and that payment is subject to the availability of appropriated funds. Publishers may decline orders for which payments could be delayed. A publisher's decision to decline an order shall affect all of that publisher's orders for which payments could be delayed. Publishers may not selectively decline individual orders or orders from individual districts. Government Code Chapter 2251 does not apply to requisitions under this provision.

Education Code 31.0215; 19 TAC 66.1312

Allotment Adjustment

Change in Enrollment

Not later than May 31 of each school year, a district may request that the commissioner adjust the number of students for which the district is entitled to receive an allotment on the grounds that the number of students attending school in the district will increase or decrease during the school year for which the allotment is provided. The commissioner may also adjust the number of students for which a district is entitled to receive an allotment, without a request by the district, if the commissioner determines a different number of students is a more accurate reflection of students who will be attending school in the district. The commissioner's determination is final. *Education Code 31.0211(e)*

High Enrollment Growth

Each year the commissioner shall adjust the instructional materials and technology allotment of districts experiencing high enrollment growth. *Education Code 31.0214(a)*

High-enrollment growth adjustments will be based on the difference between the district's percentage of enrollment growth and that of the state. Enrollment growth calculations will be determined each fiscal year based on fall Texas Student Data Systems Public Education Information Management System (TSDS PEIMS) enrollment data. The amount of the adjustment determined by the commissioner is final and may not be appealed.

If sufficient funds are available, high-enrollment growth adjustments will be granted once each fiscal year. Notwithstanding this, a district that experiences an unexpected growth:

1. Of at least two percent due to a natural or man-made disaster or catastrophic event may apply for additional funding at any time during a fiscal year.
2. In its bilingual population of at least ten percent in any school year may apply for additional bilingual funding at any time during a fiscal year.

Any additional funding will be dependent on the availability of funds.

The per-student high-enrollment growth adjustment granted in the second year of a biennium shall not exceed one-half of the per-student amount established as the biennial allotment.

19 TAC 66.1309

Permitted Expenditures

The allotment may be used to purchase:

1. Materials on the list adopted by the commissioner under Education Code 31.0231;
2. Instructional materials, regardless of whether the instructional materials are on the list adopted under Education Code 31.024;
3. Consumable instructional materials, including workbooks;
4. Instructional materials for use in bilingual education classes, as provided by Education Code 31.029;
5. Instructional materials for use in college preparatory courses under Education Code 28.014, as provided by Education Code 31.031;
6. Supplemental instructional materials, as provided by Education Code 31.035;
7. State-developed open education resource instructional materials, as provided by Education Code Chapter 31, Subchapter B-1;
8. Instructional materials and technological equipment under any continuing contracts of the district in effect on September 1, 2011;
9. Technological equipment necessary to support the use of materials included on the list adopted by the commissioner under Education Code 31.0231 or any instructional materials purchased with an allotment under these provisions; and
10. Inventory software or systems for storing, managing, and accessing instructional materials and analyzing the usage and effectiveness of the instructional materials.

The allotment may be used to pay:

1. For training educational personnel directly involved in student learning in the appropriate use of instructional materials and for providing for access to technological equipment for instructional use; and

2. The salary and other expenses of an employee who provides technical support for the use of technological equipment directly involved in student learning.

Education Code 31.0211(c); 19 TAC 66.1307(f)

Prohibited Expenditures

The allotment may not be used to pay for:

1. Services for installation;
2. The physical conduit that transmits data such as cabling and wiring or electricity;
3. Office and school supplies; or
4. Items that are not directly related to student instruction such as furniture, athletic equipment, extension cords, temporary contractors, or video surveillance equipment;
5. Travel expenses; or
6. Equipment or software used for moving, storing, tracking, or taking inventory of instructional materials.

19 TAC 66.1307(g)

Certification of Allotment

A district shall annually certify to the commissioner that the district's allotment has been used only for permitted expenses. *Education Code 31.0213*

Priority of Purchase

Each biennium a district shall use the district's allotment to purchase, in the following order:

1. Instructional materials necessary to permit the district to certify that the district has instructional materials that cover all elements of the essential knowledge and skills of the required curriculum, other than physical education, for each grade level.
2. Any other instructional materials or technological equipment as determined by the district.

Education Code 31.0211(d); 19 TAC 66.1307(e)

Instructional Materials and Technology Account

The commissioner shall maintain an instructional materials and technology account for each district. In the first year of each biennium, the commissioner shall deposit the district's allotment in the account. The commissioner shall pay the cost of instructional materials requisitioned by a district under Education Code 31.103 using funds from the district's instructional materials and technology account.

A district may also use funds in the district's account to purchase electronic instructional materials or technological equipment. The district shall submit to the commissioner a request for funds for this purpose from the district's account in accordance with the commissioner's rules.

Money deposited in a district's instructional materials and technology account during each state fiscal biennium remains in the account and available for use by the district for the entire biennium. At the end of each biennium, a district with unused money in the district's account may carry forward any remaining balance to the next biennium.

Education Code 31.0212

Access to Allotment

The allotment for each biennium will be made available for district use through the state's online instructional material ordering system (EMAT) as early as possible in the fiscal year preceding the beginning of the biennium for which the funds have been appropriated. A district may access its allotment for any upcoming school year upon completion of:

1. Submission to the commissioner certification that:
    a. The district has instructional materials that cover all the required Texas essential knowledge and skills (TEKS), except those for physical education, as required by Education Code 31.004 [see Certification of Instructional Materials, below]; and
    b. The district has used its allotment for only the allowable expenditures [see Permitted Expenditures and Certification of Allotment Use, above]; and
2. Preparation by TEA of EMAT for the new school year with the new allotment amounts.

Upon completion of these requirements, a district may access its funds by correctly providing all information required in EMAT.

19 TAC 66.1307(h)–(j)

Online Requisition System (EMAT)

The commissioner shall maintain an online requisition system (EMAT) for districts to requisition instructional materials to be purchased with the district's allotment. *Education Code 31.101(f)*

Delegation of Authority

The board may delegate to an employee the authority to requisition, distribute, and manage the inventory of instructional materials, consistent with Education Code Chapter 31 and rules adopted under that chapter. *Education Code 31.104(a)*

Local Funds	A district may use local funds to purchase any instructional materials in addition to those selected under Education Code Chapter 31. *Education Code 31.106*
Requisitions, Use, and Distribution	A district shall make a requisition for instructional materials using the online requisition program (EMAT) maintained by the commissioner. A district may requisition instructional materials on the State Board of Education (SBOE) instructional materials list for grades above the grade level in which a student is enrolled. *Education Code 31.103(b)–(c)*
Distribution	The board shall distribute printed instructional materials to students in the manner that the board determines is most effective and economical. *Education Code 31.102(c)*
Supplemental Instructional Materials	A district may requisition supplemental instructional material adopted by the SBOE but not on the instructional material list adopted under Education Code 31.023 only if the district requisitions the supplemental instructional material along with other supplemental instructional materials or instructional materials on the list adopted under Education Code 31.023 that in combination cover each element of the essential knowledge and skills for the course for which the district is requisitioning the supplemental instructional materials. *Education Code 31.035(d)*
Availability of Open Education Resource Instructional Materials	A district that selects open education resource instructional material shall requisition a sufficient number of printed copies for use by students unable to access the instructional material electronically unless the district provides to each student: 1. Electronic access to the instructional material at no cost to the student; or 2. Printed copies of the portion of the instructional material that will be used in the course. *Education Code 31.103(d)*
Employee Training	The board shall require the employee responsible for ordering instructional materials to complete TEA-developed training in the use of the allotment and the use of the instructional materials ordering system (EMAT). Training shall be completed prior to ordering instructional materials for the first time and again each time the district is notified by TEA that the training has been updated. The district shall maintain documentation of the completion of the required training. *19 TAC 66.107(d)*
Special Instructional Materials	All laws and rules applying to instructional materials provided to students with no disabilities that are not in conflict with Education Code 31.028 or 19 Administrative Code 66.1311 shall apply to the

distribution and control of special instructional materials. Special instructional materials include braille, large-print, and audio books and any other formats designed specifically to provide equal access to students with disabilities.

Requisitions for special instructional materials shall be based on actual student enrollment but may include up to two copies per student if necessary to meet individual need.

Special instructional materials are the property of the state. A district is responsible for replacing or reimbursing the state for lost, stolen, or damaged special instructional materials.

For Teachers

Adopted instructional materials needed by a teacher with a print disability to carry out his or her instructional duties shall be furnished in the required format without cost. The materials are to be loaned to the district as long as needed and are to be returned to the state when they are no longer needed.

For Parents

Adopted instructional materials in a specialized format that are requested by a parent with a print disability shall be furnished without cost by the state. Requests for electronic files shall be filled by TEA after the parent signs and TEA receives a statement, through the district, promising that the parent will safeguard the security of the files and observe all current copyright laws, including those that forbid reproduction of the files and their transfer to other parties. All specialized instructional material formats and electronic files that have been provided must be returned to the local school district at the end of the school year.

19 TAC 66.1311

Bilingual Instructional Materials

A district shall purchase with its allotment or otherwise acquire instructional materials for use in bilingual education classes. The commissioner shall determine the amount of the allotment for bilingual education based on TSDS PEIMS bilingual enrollment data from the fall collection of the school year preceding the first year of each biennium. *Education Code 31.029; 19 TAC 66.1307(c)*

Certification of Instructional Materials

Prior to the beginning of each school year, a district shall submit to the SBOE and commissioner certification that for each subject in the required curriculum under Education Code 28.002, other than physical education, and each grade level, the district provides each student with instructional materials that cover all elements of the essential knowledge and skills adopted by the SBOE for that subject and grade level. The certification shall be submitted in a format approved by the commissioner and can be based on both state-adopted and non-state-adopted materials.

To determine whether each student has instructional materials that cover all elements of the essential knowledge and skills, a district may consider:

1. Instructional materials adopted by the SBOE;
2. Materials adopted or purchased by the commissioner under Education Code 31.0231 or Education Code Chapter 31, Subchapter B-1;
3. Open education resource instructional materials submitted by eligible institutions and adopted by the SBOE;
4. Open education resource instructional materials made available by other public schools;
5. Instructional materials developed or purchased by the district; and
6. Open education resource instructional materials and other electronic instructional materials included in the repository under Education Code 31.083.

The certifications shall be ratified by the board in a public, noticed meeting.

Education Code 31.004; 19 TAC 66.105

Ownership

Except as otherwise provided, a student must return all instructional materials to the teacher at the end of the school year or when the student withdraws from school. At the end of the school year for which open education resource instructional material that a district does not intend to use for another student is distributed, the printed copy of the open education resource instructional material becomes the property of the student to whom it is distributed.

This provision does not apply to an electronic copy of open education resource instructional material.

Education Code 31.104(c), (g)–(h); 19 TAC 66.107(b)

Responsibility for Instructional Materials and Equipment

Each student or the student's parent or guardian is responsible for all instructional material and technological equipment not returned in an acceptable condition by the student. A student who fails to return in an acceptable condition all instructional materials and technological equipment forfeits the right to free instructional materials and technological equipment until all instructional materials and technological equipment previously issued but not returned in an acceptable condition are paid for by the student, parent, or guardian.

As provided by board policy, a district may waive or reduce the payment required if the student is from a low-income family. [See FP] The district shall allow the student to use instructional materials and technological equipment at school during each school day.

If instructional materials or technological equipment is not returned in an acceptable condition or paid for, a district may withhold the student's records. A district may not prevent the student from graduating, participating in a graduation ceremony, or receiving a diploma. [See FL and GBA regarding student and parental right to access records; and FD, FFAB, and FL regarding a district's duties to provide records to another district]

The board may not require an employee of the district who acts in good faith to pay for instructional materials or technological equipment that is stolen, misplaced, or not returned by a student. [See DG]

These provisions do not apply to an electronic copy of open education resource instructional material.

Education Code 31.104(d), (e), (h); 19 TAC 66.107(c) [See also EF]

Acceptable Condition

Printed instructional materials are considered to be in acceptable condition if:

1. The cover, binding, pages, spine, and all integral components of the instructional materials are wholly intact and the instructional materials are fully usable by students; and
2. No component of the instructional materials is soiled, torn, or damaged (whether intentionally or by lack of appropriate care) to the extent that any portion of the content is too disfigured or obscured to be fully accessible to other students.

Electronic instructional materials are considered to be in acceptable condition if:

1. All components or applications that are a part of the electronic instructional materials are returned;
2. The electronic materials perform as they did when they were new;
3. The electronic instructional materials do not contain computer code (e.g., bug, virus, worm, or similar malicious software) that has been designed to self-replicate, damage, change, or otherwise hinder the performance of any computer's memory, file system, or software; and

4. The electronic instructional materials have not been installed with plug-ins, snap-ins, or add-ins without the prior approval of the district.

Technological equipment is considered to be in acceptable condition if:

1. The equipment is returned with the software and hardware in their original condition unless the district authorized changes; and
2. The physical condition of the equipment is fully usable as it was originally intended to be used.

19 TAC 66.1310

Lost or Damaged Instructional Materials

A district may order replacements for instructional materials that have been lost or damaged directly from the publisher of the instructional materials or any source for a printed copy of open education resource instructional material. *Education Code 31.104*

Sale or Disposal

The board shall determine how the district will dispose of discontinued printed instructional materials, electronic instructional materials, and technological equipment.

Sale

The board may sell printed instructional materials on the date the instructional material is discontinued for use in the public schools by the SBOE or the commissioner. The board may also sell electronic instructional materials and technological equipment owned by the district.

Use of Proceeds

Any funds received by a district from a sale must be used to purchase instructional materials and technological equipment allowed under Education Code 31.0211.

Disposal

The board may dispose of printed instructional material before the date the instructional material is discontinued for use in the public schools by the SBOE if the board determines that the instructional material is not needed by the district and the board does not reasonably expect that the instructional material will be needed. A district must notify the commissioner of any instructional material the district disposes of under this provision.

Education Code 31.105

Annual Inventory

A district shall conduct an annual physical inventory of all currently adopted instructional materials that have been requisitioned by and delivered to the district. The results of the inventory shall be recorded in the district's files. *19 TAC 66.107(a)*

Local Handling Expenses

School districts shall not be reimbursed from state funds for expenses incurred in local handling of instructional materials. *19 TAC 66.104(d)*

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/20

Item Title: Optional Flexible School Day Program (OFSDP) for 2020-2021 School Year

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

BACKGROUND:

Texas Education Code, Section 29.0822, requires a Board of Trustees to approve participation of the district in the Optional Flexible School Day Program (OFSDP). Brownsville ISD is proposing to include the following students in this program with parental/guardian's approval when:

- the student is at risk of dropping out of school, as defined by TEC, Section 29.081

or

- the student, as a result of attendance requirements under TEC, Section 25.092, will be denied credit for one or more classes in which the student has been enrolled.

Once the application is approved by the Texas Education Agency, it would allow a student attending OFSDP to be counted in attendance for purposes of funding under the TEC, Chapters 41, 42, and 46, for the actual number of contact hours the student attends, not to exceed 720 hours or 43,200 minutes per 12-month period.

FISCAL IMPLICATIONS:

Increase ADA for the district to increase funding

RECOMMENDATION:

Recommend approval to participate in the Optional Flexible School Day Program (OFSDP) for the 2020-2021 school year based on the district's needs and funding.

Dr. Timothy Cuff for Randy Park

Submitted by: Randy Park
Administrator, Pupil Services

Dr. Timothy Cuff

Recommended by: Dr. Timothy Cuff
Asst. Superintendent, Support Services

Dr. Nereida Cantu 9/22/20

Approved by: Dr. Nereida Cantu
Deputy Superintendent, Business & Operations

Approved for Submission to Board of Education:

René Gutierrez

Dr. René Gutiérrez, *Superintendent*

When Necessary, Additional Background May Follow This.

Minerva Almanza

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Monday, September 21, 2020 5:11 PM
To: Minerva Almanza
Subject: Re: Emailing: Optional Flexible School Day Program

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

Mrs. Almanza,

I have reviewed and approve for signature.

Thanks,
Baltazar Salazar

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

> On Sep 21, 2020, at 4:11 PM, Minerva Almanza <malmanza1@bisd.us> wrote:
>
> Good afternoon Mr. Salazar,
>
> May you please review and approve the attached document for Dr. Gutierrez's signature.
>
> Thank you.
> Minnie
>
>
> Your message is ready to be sent with the following file or link attachments:
>
> Optional Flexible School Day Program
>
>
> Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.
>
> _____
>
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> <Optional Flexible School Day Program.pdf>

Texas Education Agency

APPLICATION

Optional Flexible School Day Program (OFSDP)

2020-2021 School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code (TEC) §29.0822,if:

1. the student meets one of the following conditions:
   - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
   - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
   - the student is attending a school with an approved early college high school program designation; or
   - the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
   - **the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or(e-2).**

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in attendance for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students in enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP. (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article I - Parties to Agreement

Provisions of Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

Brownsville Independent School District

(Legal Name of School District or Open-Enrollment Charter School)

located at

1900 E. Price Road, Brownsville, TX 78520

(Physical Address)

hereinafter referred to as "district."

Article II - Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one school year plus an additional 30 school days if the district is applying for credit recovery. **Please note that the agreement term is subject to annual renewal.**

Article III - Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV - Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V - General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

- ☑ Appendix One, Assurances
- ☑ Appendix Two, Board Approval
- ☑ Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach File)
- ☑ Appendix Four, Contact Sheet
- ☑ Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach File)

Article VI - Application Process

- For questions or assistance regarding this application, please email opflex@tea.texas.gov or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program, please make sure the start date(s) on Appendix 5 is 30 days or more after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Please email the complete application and attachments to: opflex@tea.texas.gov .
- Email subject line should indicate: 2020-2021 OFSDP Application - District Name, County District Number

Article VII - Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name Dr. Rene Gutierrez

Typed Title Superintendent of Schools

Authorized Signature

Appendix One
Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
   - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
   - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
   - the student is attending a school with an approved early college high school program designation; or
   - the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
   - the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2).

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;

2. All instructional materials and facilities must be comparable to or exceed the required standards for students in similar programs;

3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;

4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;

5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);

6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;

7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the Student Attendance Accounting Handbook.

8. to comply with all reporting requirements established by the TEA;

9. not to discriminate based on disability, race, color, national origin, religion, or sex; and

10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Ms. Minerva Pena (956)698-0003

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President Date

Dr. Rene Gutierrez (956)698-0014

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School Date

Appendix Two
Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item of agenda** concerning the proposed application.

2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The pre-application for the OFSDP Program was on the agenda and discussed at the board meeting below:

Month:	October
Day:	6th
Year:	2020
Time:	5:30 PM
Location:	Boardroom, 1900 E. Price Road, Brownsville, TX 78529

AGREED and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Ms. Minerva Pena, Board President (956)698-0003

Name, Title, and Telephone Number of School Board President

Signature of School Board President — Date

Dr. Rene Gutierrez , Superintendent of Schools (956)698-0014

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School — Date

Appendix Three
Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three. Attendance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Concisely provide the information below on separate 8 ½" x 11" sheets of paper:

1. Please indicate the number of OFSDP students that will be served per teacher.

2. If the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, please indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.

3. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. Please explain the following:

    a. How the classroom teacher will verify the number of minutes of instruction a student receives each day.
    b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
    c. How the district will make sure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).
    d. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.
    e. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-weeks.

    NOTE: absences and days present do not exist in the OFSDP program

4. If students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), please include the following:

    a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
    b. Describe the individual learning plan or process used to monitor each student's progress.
    c. Indicate how student will be served by an academic coach and local advocate.
    d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
    e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

Appendix Four
Contact Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

District Contact for the Application

Contact Name:	Dr. Nereida Cantu
District Superintendent or Charter School Chief Operations Officer:	Dr. Rene Gutierrez
Mailing Address:	1900 E. Price Road
City, State, Zip Code:	Brownsville, TX 78520
Telephone Number:	(956)698-0014
Alternate Telephone Number:	(956)698-0003
Fax Number:	
Email Address:	rene.gutierrez@bisd.us

Contact Name:	Dr. Nereida Cantu
Email Address:	drncantu@bisd.us

Contact Name:	Dr. Timothy Cuff
Email Address:	tecuff@bisd.us

Contact Name:	Randy Park
Email Address:	rampark@bisd.us

NOTE: The majority of the contact for the approved OFSDP is done via email. Please make sure that a valid email address or valid email addresses are submitted on this form. More than one email address may be submitted. Please provide the full name(s) of the person or persons who are the email contact(s) to ensure that the TEA has accurate information.

Appendix Five
Participating Campuses, Student Eligibility, and Period of Agreement

Click and download the link below to complete the template:

2020-2021 Participating Campuses, Student Eligibility, and Period of Agreement Template.

***Note: Make sure to include the district number circled in red.**

Once Completed please email the application, Appendix three in MS Excel file format, and Appendix 5 to OPFLEX@tea.texas.gov

1. **Please indicate the number of OFSDP students that will be served per teacher.** Each teacher in kindergarten through 5th grade will serve a maximum of **25** students. In grades six through twelve, the teacher will serve a maximum of **30** students.

2. **If the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, please indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.**

   Special education, career and technology education, pregnancy related services or bilingual education services will be provided to eligible students by certified teachers that have been reviewed as eligible to provide services by the district in order to ensure that these teachers deliver all of the special program requirements and as outlined in the Student Attendance Accounting Handbook.

   Special education teachers who provide direct instruction in the core subject area to eligible students must meet all appropriate state special education certification requirements for the grade level that is being taught and as outlined in the Student Attendance Accounting Handbook.

   Teachers who provide Career and Technology classes must be qualified/certified as per Texas Administrative Code Chapter 231, Subchapter E.

   Pregnancy Related Services are support services offered by the district which includes compensatory education home instruction that provides services for students during the prenatal and postpartum period so they may remain in school. This is a mandatory component (CEHI) which consists of a face to face instruction by a certified teacher of the school district.

   The district has an early exit bilingual program. Students in PK-5th grade who are provided instruction in the regular classroom but who include bilingual eligible students must hold a certification in bilingual education or must be ESL certified. For grade levels 6-12, the students who are eligible for bilingual services must be taught by at least one ESL certified teacher.

   For grades 9-12, the students will be served by an ESL or bilingual certified teachers in the content areas or by a teacher who currently holds an emergency certificate and is working towards the certification in ESL or bilingual. All ESL teachers are provided SIOP training.

3. **OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. Please explain the following:**

   a. **How the classroom teacher will verify the number of minutes of instruction a student receives each day.**

   The schools have the ability to utilize our district student database, Powerschool, to input the number of minutes served by each student. The teacher can log-in to the Powerschool-Student Plus attendance site utilizing their individualized log-in and password. The teachers can post present/absent/tardy on the paperless attendance system. The teacher will also receive an attendance verification report every week and culminate with a six-week report which will be verified and attested for accuracy with a signature. The teachers will have an attendance record where they can enter the students' name and other verifiable data, and the number of minutes served by the student. In order to verify all documentation submitted for the OFSDP, every week, the attendance sheets will be verified by an administrator on campus that also serves as the campus PEIMS administrator. This administrator will verify all of the attendance records and ensure the students met the required number of minutes per day. On a six-week basis, the PEIMS administrator will print out the attendance reports for the teachers who will verify them for accuracy for submittal to the PEIMS administrator who will then verify and submit to campus principal for final verification and signature. These reports will then be submitted to the central office (PEIMS department) who will review and maintain the records in case of an audit. The district will also implement desktop audits conducted by the PEIMS department to ensure accuracy of data and adherence to rules and regulations.

b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.

The students must complete at least 45 minutes of the extended day program. If the student does not complete it and leaves early, the teacher will modify the record and record and absence on the extended day attendance sheet. At this time we do not have any students attending a half day program so all students would be eligible and will not generate more than the allowable minutes per course.

c. How the district will make sure that students transferring from the traditional program (ADA codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (180-Traditional Days Present X 240).

d. How the district will ensure that attendance practices and records comply with sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.

The Brownsville Independent School District uses a "paperless" attendance accounting system that meets all compliance outlined in the Student Attendance Accounting Handbook. The district reviews on a six-week basis, attendance data by providing teachers with an attendance verification report that must be reviewed and signed by the teacher. The PEIMS department routinely reviews and conducts desk audits to ensure that all attendance reporting is in compliance with district policies and the Student Attendance Accounting Handbook.

e. How students Detail Audit reports for the OFSDP track will be reviewed and certified each six-weeks.

The staff will be required to review and certify attendance reports for the OFSDP students every six-weeks of reporting periods. The administrators (PEIMS Administrator) at every campus will

review the reports and submit them to the PEIMS office for an additional review and assurance of compliance.

Optional Flexible School Day Program (OFSDP)

School Year 2020-2021

District Number 031901

ELIGIBILITY DESIGNATION
1 = TEC §29.081 At-Risk Students
2 = TEC §25.092 Minimum Attendance
3 = TEC §29.908 Early College HS
4 = TEC §39A Campus Turnaround Plan
5 = Credit Recovery
6 = TEC §29.081 (e-1) Campus Dropout Recovery
7 = TEC §29.081 (e-2) Online Dropout Recovery

School Year Period of Agreement
(Reported in TSDS PEIMS Summer Collection 3)
A Student may not report more than one ADA IN TOTAL on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4)

Credit Recovery
Summer Period of Agreement
Only for Eligibility Designation 5
not to exceed 30 school days
(Reported in TSDS PEIMS Extended Collection 4)
A Student may not report more than one ADA IN TOTAL on the 42400 Basic Attendance collection 3 and 42500 Flex Attendance in collections 3 and 4)

Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day
031901001	HANNA EARLY COLLEGE H S	1	2	3		5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901002	PORTER EARLY COLLEGE H S	1	2	3		5	6		30	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901003	PACE EARLY COLLEGE H S	1	2	3		5	6		30	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901004	RIVERA EARLY COLLEGE H S	1	2	3		5	6		30	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901007	LOPEZ EARLY COLLEGE H S	1	2	3		5	6		30	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450

Optional Flexible School Day Program (OFSDP)

School Year 2020-2021

District Number	031901

ELIGIBILITY DESIGNATION
1 = TEC §29.081 At-Risk Students
2 = TEC §25.092 Minimum Attendance
3 = TEC §29.908 Early College HS
4 = TEC §39A Campus Turnaround Plan
5 = Credit Recovery
6 = TEC §29.081 (e-1) Campus Dropout Recovery
7 = TEC §29.081 (e-2) Online Dropout Recovery

School Year Period of Agreement
(Reported in TSDS PEIMS Summer Collection 3)
A Student may not report more than one ADA IN TOTAL on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4)

Credit Recovery
Summer Period of Agreement
Only for Eligibility Designation 5 not to exceed 30 school days
(Reported in TSDS PEIMS Extended Collection 4)
A Student may not report more than one ADA IN TOTAL on the 42400 Basic Attendance collection 3 and 42500 Flex Attendance in collections 3 and 4)

Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day
031901008	BROWNSVILLE EARLY COLLEGE H S	1	2	3		5	6		30	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901048	BESTEIRO MIDDLE	1	2			5	6		30	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901043	FAULK MIDDLE	1	2			5	6		30	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901053	GARCIA MIDDLE	1	2			5	6		30	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901051	LUCIO MIDDLE	1	2			5	6		30	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450

Optional Flexible School Day Program (OFSDP)

School Year 2020-2021

District Number	031901

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(Reported in TSDS PEIMS Summer Collection 3)
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Summer Period of Agreement
Only for Eligibility Designation 5
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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day
031901055	MANZANO MIDDLE	1	2			5	6		30	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901045	OLIVEIRA MIDDLE	1	2			5	6		30	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901046	PERKINS MIDDLE	1	2			5	6		30	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901044	STELL MIDDLE	1	2			5	6		30	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901054	STILLMAN MIDDLE	1	2			5	6		30	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450

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Optional Flexible School Day Program (OFSDP)

School Year 2020-2021

District Number	031901

ELIGIBILITY DESIGNATION
1 = TEC §29.081 At-Risk Students
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School Year Period of Agreement
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Summer Period of Agreement
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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day
031901047	VELA MIDDLE	1	2			5	6		30	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901133	AIKEN EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901135	BENAVIDES EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901144	BREEDEN EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901140	BRITE EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450

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Optional Flexible School Day Program (OFSDP)

School Year 2020-2021

District Number 031901

ELIGIBILITY DESIGNATION
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4 = TEC §39A Campus Turnaround Plan
5 = Credit Recovery
6 = TEC §29.081 (e-1) Campus Dropout Recovery
7 = TEC §29.081 (e-2) Online Dropout Recovery

School Year Period of Agreement
(Reported in TSDS PEIMS Summer Collection 3)
A Student may not report more than one ADA IN TOTAL on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4)

Credit Recovery
Summer Period of Agreement
Only for Eligibility Designation 5 not to exceed 30 school days
(Reported in TSDS PEIMS Extended Collection 4)
A Student may not report more than one ADA IN TOTAL on the 42400 Basic Attendance collection 3 and 42500 Flex Attendance in collections 3 and 4)

Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day
031901128	BURNS EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901101	CANALES EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901115	CASTANEDA EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901136	CHAMPION EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901102	CROMACK EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450

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Optional Flexible School Day Program (OFSDP)

School Year 2020-2021

District Number	031901

ELIGIBILITY DESIGNATION
1 = TEC §29.081 At-Risk Students
2 = TEC §25.092 Minimum Attendance
3 = TEC §29.908 Early College HS
4 = TEC §39A Campus Turnaround Plan
5 = Credit Recovery
6 = TEC §29.081 (e-1) Campus Dropout Recovery
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School Year Period of Agreement
(Reported in TSDS PEIMS Summer Collection 3)
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Only for Eligibility Designation 5
not to exceed 30 school days
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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day
031901120	DEL CASTILLO EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901105	EL JARDIN EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901138	GALLEGOS EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901106	GARDEN PARK EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901124	GARZA EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450

Optional Flexible School Day Program (OFSDP)

School Year 2020-2021

District Number	031901

ELIGIBILITY DESIGNATION
1 = TEC §29.081 At-Risk Students
2 = TEC §25.092 Minimum Attendance
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4 = TEC §39A Campus Turnaround Plan
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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day
031901130	GONZALEZ EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901134	HUDSON EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901143	KELLER EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901104	MARTIN EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901129	MORNINGSIDE EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450

Optional Flexible School Day Program (OFSDP)

School Year 2020-2021

District Number	031901

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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day
031901139	ORTIZ EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901122	PALM GROVE EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901137	PAREDES EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901141	PENA EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901121	PEREZ EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450

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Optional Flexible School Day Program (OFSDP)

School Year 2020-2021

District Number	031901

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031901142	PULLAM EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901108	PUTEGNAT EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901110	RUSSELL EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901111	SHARP EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
031901112	SKINNER EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450

Optional Flexible School Day Program (OFSDP)

School Year 2020-2021

District Number	031901

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Summer Period of Agreement
Only for Eligibility Designation 5 not to exceed 30 school days
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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day
031901131	SOUTHMOST EL	1	2			5	6		25	8/25/2020	6/10/2021	Monday-Saturday	640	6/14/2021	7/1/2021	Monday-Friday	450
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Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Optional Flexible School Day Program

_____	_____
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 **Board of Education Meeting:** 10/06/2020

Item Title: Design-Build HVAC Phase III CWP
Energy Efficiency and Construction
E3 Entegral Solutions

X **Action**
Information
Discussion

BACKGROUND:

The E 3 Entegral Solutions Design-Build HVAC Phase III-CWP Energy Efficiency and Conservation Contract project is ready for Substantial Completion acceptance by Brownsville ISD. The Consulting Engineer, General Contractor and, BISD Facilities Department Administrative staff conducted a walk-through at the site. As a result, Administration recommends substantial completion acceptance for this project. Attached for reference find the following documents:

- Campuses: Lopez ECHS, & Stillman Middle School.
- Letter from Consulting Engineer (Final).
- Substantial Completion Certificates

FISCAL IMPLICATIONS:

None at this time.

RECOMMENDATION:

Recommend approval to authorize Administration to accept the E 3 Entegral Solutions Design-Build HVAC Phase III CWP Energy Efficiency and Conservation Contract project as substantially completed at the following campuses: Lopez ECHS, & Stillman Middle School.

M. Espinosa,
Submitted by: Principal/Program Adm.

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

Dr. Nellie Cantu 9/30/20
Approved by: Deputy Superintendent

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

September 4, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

RE: BISD Design-Build HVAC (CHW) Phase III – Energy Efficiency and Conservation Contract (FINAL)

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 (E3 Entegral Solutions, Inc.) is entitled to payment on pay application #15 in the amount of $239,382.10.

Respectfully submitted,

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

ENTEGRAL SOLUTIONS

SUBSTANTIAL COMPLETION ACCEPTANCE

Date of Issuance: **October 15, 2019**

Project No. & Name: **BRNVI-D-04 / Brownsville ISD PH 3 CHW**

Campus/Institution: **Lopez High School**

Contractor: **E3 Entegral Solutions**

Design-Build Contractor/Engineer: **E3 Entegral Solutions**

SCOPE OF WORK COVERED BY THIS ACCEPTANCE:

All work covered in the contract documents pertaining to the Controls Installation Energy Conservation Measure.

EFFECTIVE DATE & TIME OF ACCEPTANCE October 15,2019

(The Warranty/Guarantee Period for ACCEPTED Work begins at the date and time indicated above)

This constitutes the Owner's acceptance for Beneficial use for the entire Contract amount: Yes ☒ No ☐

In accordance with the Schedule A Scope of Work and General Conditions of the Contract, this is to confirm the results of the substantial completion inspection(s). The "punch list(s)" of items remaining to be completed or corrected as of the effective date of this acceptance, is formally issued by the Design-Build Contractor/Engineer under separate cover. It is expressly understood that the failure to include any items on such list(s) does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. In accordance with the UGC, the Date of Substantial Completion is that Date jointly certified by the Design-Build Contractor/Engineer, Owner and Contractor that the Work is sufficiently completed for the Owner to utilize it, or designated portion thereof, for the intended purpose.

The Contractor remains responsible to maintain full insurance coverage as required by Contract for any areas of the project not yet accepted, and such coverage as may be necessary for its employees and subcontractors while engaged in completion of the punch list items as identified above

The Owner and Design-Build Contractor/Engineer will continue to inspect the entire project, including the work accepted herein, until completion and acceptance of all elements of the work. This inspection will cover such defects as may have been overlooked as well as the items currently remaining on the punch list(s). Defects are to be called to the attention of the Contractor through the use of a deficiency report or punch list form.

The **CONTRACTOR** shall complete/correct the items identified on the punch list(s) within 30 calendar days from the Effective Date of this Acceptance.

(Printed Name & Title)	(Signature)	(Date)
Raul Gonzalez Project Manager	DB	10-10-19

The **DESIGN-BUILD CONTRACTOR/ENGINEER** agrees that the Work noted in this Acceptance is sufficiently complete to be used as intended.

(Printed Name & Title)	(Signature)	(Date)
Patrick Hayes Project Manager	PH	8 Oct 19

With the exception of those items noted on the attached "punch list(s)", the **OWNER** accepts the Work designated herein as substantially Complete as of the Effective Date of this Acceptance.

(Printed Name & Title)	(Signature)	(Date)

With the exception of those items noted on the attachment "punch list (s)", the **3rd Party Reviewer** accepts the Work designated herein as Substantial Compete as Effective Date of this Acceptance.

(Printed Name & Title)	(Signature)	(Date)

(Date)

ENTEGRAL SOLUTIONS

SUBSTANTIAL COMPLETION ACCEPTANCE

Date of Issuance: **October 15, 2019**

Project No. & Name: **BRNVI-D-04 / Brownsville ISD PH 3 CHW**

Campus/Institution: **Lopez High School**

Contractor: **E3 Entegral Solutions**

Design-Build Contractor/Engineer: **E3 Entegral Solutions**

SCOPE OF WORK COVERED BY THIS ACCEPTANCE:

All work covered in the contract documents pertaining to the Mechanical Installation Energy Conservation Measure.

EFFECTIVE DATE & TIME OF ACCEPTANCE October 15,2019

(The Warranty/Guarantee Period for ACCEPTED Work begins at the date and time indicated above)

This constitutes the Owner's acceptance for Beneficial use for the **entire** Contract amount: Yes ☒ No ☐

In accordance with the Schedule A Scope of Work and General Conditions of the Contract, this is to confirm the results of the substantial completion inspection(s). The "punch list(s)" of items remaining to be completed or corrected as of the effective date of this acceptance, is formally issued by the Design-Build Contractor/Engineer under separate cover. It is expressly understood that the failure to include any items on such list(s) does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. In accordance with the UGC, the Date of Substantial Completion is that Date jointly certified by the Design-Build Contractor/Engineer, Owner and Contractor that the Work is sufficiently completed for the Owner to utilize it, or designated portion thereof, for the intended purpose.

The Contractor remains responsible to maintain full insurance coverage as required by Contract for any areas of the project not yet accepted, and such coverage as may be necessary for its employees and subcontractors while engaged in completion of the punch list items as identified above.

The Owner and Design-Build Contractor/Engineer will continue to inspect the entire project, including the work accepted herein, until completion and acceptance of all elements of the work. This inspection will cover such defects as may have been overlooked as well as the items currently remaining on the punch list(s). Defects are to be called to the attention of the Contractor through the use of a deficiency report or punch list form.

The **CONTRACTOR** shall complete/correct the items identified on the punch list(s) within 30 calendar days from the Effective Date of this Acceptance.

(Printed Name & Title)	(Signature)	(Date)
Chad Williford Project Manager		17 Oct 19

The **DESIGN-BUILD CONTRACTOR/ENGINEER** agrees that the Work noted in this Acceptance is sufficiently complete to be used as intended.

(Printed Name & Title)	(Signature)	(Date)
Patrick Hayes Project Manager		10/17/19

With the exception of those items noted on the attached "punch list(s)", the **OWNER** accepts the Work designated herein as substantially Complete as of the Effective Date of this Acceptance.

(Printed Name & Title)	(Signature)	(Date)

With the exception of those items noted on the attachment "punch list (s)", the **3rd Party Reviewer** accepts the Work designated herein as Substantial Compete as Effective Date of this Acceptance.

(Printed Name & Title)	(Signature)	(Date)

(Date)

ENTEGRAL SOLUTIONS

SUBSTANTIAL COMPLETION ACCEPTANCE

Date of Issuance: **October 15, 2019**

Project No. & Name: **BRNVI-D-04 / Brownsville ISD PH 3 CHW**

Campus/Institution: **Stillman Middle School**

Contractor: **E3 Entegral Solutions**

Design-Build Contractor/Engineer: **E3 Entegral Solutions**

SCOPE OF WORK COVERED BY THIS ACCEPTANCE:

All work covered in the contract documents pertaining to the Controls Installation Energy Conservation Measure.

EFFECTIVE DATE & TIME OF ACCEPTANCE October 15,2019

(The Warranty/Guarantee Period for ACCEPTED Work begins at the date and time indicated above)

This constitutes the Owner's acceptance for Beneficial use for the **entire** Contract amount: Yes ☒ No ☐

In accordance with the Schedule A Scope of Work and General Conditions of the Contract, this is to confirm the results of the substantial completion inspection(s). The "punch list(s)" of items remaining to be completed or corrected as of the effective date of this acceptance, is formally issued by the Design-Build Contractor/Engineer under separate cover. It is expressly understood that the failure to include any items on such list(s) does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. In accordance with the UGC, the Date of Substantial Completion is that Date jointly certified by the Design-Build Contractor/Engineer, Owner and Contractor that the Work is sufficiently completed for the Owner to utilize it, or designated portion thereof, for the intended purpose.

The Contractor remains responsible to maintain full insurance coverage as required by Contract for any areas of the project not yet accepted, and such coverage as may be necessary for its employees and subcontractors while engaged in completion of the punch list items as identified above.

The Owner and Design-Build Contractor/Engineer will continue to inspect the entire project, including the work accepted herein, until completion and acceptance of all elements of the work. This inspection will cover such defects as may have been overlooked as well as the items currently remaining on the punch list(s). Defects are to be called to the attention of the Contractor through the use of a deficiency report or punch list form.

The **CONTRACTOR** shall complete/correct the items identified on the punch list(s) within 30 calendar days from the Effective Date of this Acceptance.

Daniel Gonzalez Project Manager		10-10-19
(Printed Name & Title)	*(Signature)*	*(Date)*

The **DESIGN-BUILD CONTRACTOR/ENGINEER** agrees that the Work noted in this Acceptance is sufficiently complete to be used as intended.

Patrick Hayo Project Manager		10/10/19
(Printed Name & Title)	*(Signature)*	*(Date)*

With the exception of those items noted on the attached "punch list(s)", the **OWNER** accepts the Work designated herein as substantially Complete as of the Effective Date of this Acceptance.

(Printed Name & Title)	*(Signature)*	*(Date)*

With the exception of those items noted on the attachment "punch list (s)", the **3rd Party Reviewer** accepts the Work designated herein as Substantial Compete as Effective Date of this Acceptance.

(Printed Name & Title) (Signature) (Date)

(Date)

ENTEGRAL SOLUTIONS

SUBSTANTIAL COMPLETION ACCEPTANCE

Date of Issuance: **October 15, 2019**

Project No. & Name: **BRNVI-D-04 / Brownsville ISD PH 3 CHW**

Campus/Institution: **Stillman Middle School**

Contractor: **E3 Entegral Solutions**

Design-Build Contractor/Engineer: **E3 Entegral Solutions**

SCOPE OF WORK COVERED BY THIS ACCEPTANCE:

All work covered in the contract documents pertaining to the Mechanical Installation Energy Conservation Measure.

EFFECTIVE DATE & TIME OF ACCEPTANCE October 15,2019

(The Warranty/Guarantee Period for ACCEPTED Work begins at the date and time indicated above)

This constitutes the Owner's acceptance for Beneficial use for the **entire** Contract amount: Yes ☒ No ☐

In accordance with the Schedule A Scope of Work and General Conditions of the Contract, this is to confirm the results of the substantial completion inspection(s). The "punch list(s)" of items remaining to be completed or corrected as of the effective date of this acceptance, is formally issued by the Design-Build Contractor/Engineer under separate cover. It is expressly understood that the failure to include any items on such list(s) does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. In accordance with the AIA GC, the Date of Substantial Completion is that Date jointly certified by the Design-Build Contractor/Engineer, Owner and Contractor that the Work is sufficiently completed for the Owner to utilize it, or designated portion thereof, for the intended purpose.

The Contractor remains responsible to maintain full insurance coverage as required by Contract for any areas of the project not yet accepted, and such coverage as may be necessary for its employees and subcontractors while engaged in completion of the punch list items as identified above.

The Owner and Design-Build Contractor/Engineer will continue to inspect the entire project, including the work accepted herein, until completion and acceptance of all elements of the work. This inspection will cover such defects as may have been overlooked as well as the items currently remaining on the punch list(s). Defects are to be called to the attention of the Contractor through the use of a deficiency report or punch list form.

The **CONTRACTOR** shall complete/correct the items identified on the punch list(s) within 30 calendar days from the Effective Date of this Acceptance.

(Printed Name & Title)		(Signature)	(Date)
SHAD UPLAND	PROJECT MANAGER		17 Oct 19'

The **DESIGN-BUILD CONTRACTOR/ENGINEER** agrees that the Work noted in this Acceptance is sufficiently complete to be used as intended.

(Printed Name & Title)		(Signature)	(Date)
Patrick Hayes	Project Manager		9 Oct 19

With the exception of those items noted on the attached "punch list(s)", the **OWNER** accepts the Work designated herein as substantially Complete as of the Effective Date of this Acceptance.

(Printed Name & Title)	(Signature)	(Date)

With the exception of those items noted on the attachment "punch list (s)", the **3rd Party Reviewer** accepts the Work designated herein as Substantial Compete as Effective Date of this Acceptance.

(Printed Name & Title) (Signature) (Date)

(Date)

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

Item Title: Reschedule RRBM Nov 4, 2020
2020 General Election

X **Action**
Information
Discussion

BACKGROUND:

Note: Item XA8 presented and approved (consent agenda) at the Board Meeting held September 1, 2020 Reschedule Tuesday, November 3, 2020 to Wednesday, November 4, 2020 due to 2020 General Election

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Discussion, consideration and possible action to reschedule Board Meeting of Wednesday, November 4, 2020 to Monday, November 2, 2020 due to 2020 General Election.

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Submitted by: Superintendent

Recommended by: Asst. Supt./CFO

Dr. René Gutiérrez
Superintendent

Approved by: Deputy Superintendent

When Necessary, Additional Background May Follow This.

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/20

Item Title:	**Discussion, consideration, and possible Action – TASB's Policy REVIEW Sections A & B (Second Reading)**	**X**	**Action**
			Information
			Discussion

BACKGROUND:
On September 24, 2020, the Policy Committee met to review and discuss First Reading on Local related policies – SECTIONS A and B.

FISCAL IMPLICATIONS:
N/A

RECOMMENDATION:
Recommend approval to adopt TASB Policy Review Sections A and B (Second Reading)

Martin Arambula
Submitted by: Records Mgmt.//Policy Admin.

Maricela Z. Puente
Recommended by: HR Administrator

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.

PROPOSED REVISIONS

~~The Board declares its aim to provide, within the financial limitations set by the community and state, the best educational opportunities possible to enable all our children to succeed, both personally and as citizens of the state and nation. The Board and all persons associated with the District will direct their efforts to this end.~~

~~It is the policy of the District that the District's schools operate in a manner that promotes high academic achievement with care and concern for the individual. Students need to spend the greatest possible amount of instructional time actively engaged in significant learning tasks. Teachers and administrators shall communicate high expectations for personally appropriate standards of student achievement and behavior. Student progress is monitored frequently and systematically through established District and classroom testing programs. The principal shall exhibit knowledgeable instructional leadership and shall communicate the District's, building's, grade level's, and course's expectations to staff and students. The climate of each school, as well as the District as a whole, reflects an orderly, purposeful and active environment aimed at well-directed, cooperative learning and interpersonal care.~~

Mission Statement

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.

Beliefs

Brownsville Independent School District believes:

- **Everyone in our community has inherent values, talents, and strengths.**
- **High expectations, perseverance, and a strong work ethic are essential in fostering higher achievement and success.**
- **Students are our number one resource.**
- **Academic success nurtures lifelong learning.**
- **Everyone flourishes in a safe and healthy educational environment.**
- **The success of each student, educator, and family is vital for future growth and sustainability of our community.**

- **The community and families share responsibility for the development and strong mentoring of students.**

~~The mission of the Brownsville Independent School District, an international community respected for its rich cultural heritage, is to produce responsible, well-rounded graduates~~

~~who:~~

- ~~will pursue a postsecondary education and/or career and~~
- ~~posses both independent and group learning and thinking skills in a multicultural, multilingual and rapidly changing world~~

~~by:~~

- ~~identifying and maximizing physical, financial, and human resources and~~
- ~~unifying community and school commitment to excellence in education and equal educational opportunity for all students.~~

PROPOSED REVISIONS

Membership

The Board shall consist of seven members.

Method of Election

Election of Board members shall be by position.

Election Date

General election of Board members shall be on the November uniform election date.

Terms and Election Schedule

Board members shall be elected for four-year terms, with elections conducted biennially, as follows:

Positions 3, 5, 6, and 7

The election for positions 3, 5, 6, and 7 shall be held in 2020, 2024, 2028, and in four-year intervals thereafter.

Positions 1, 2, and 4

The election for positions 1, 2, and 4 shall be held in ~~2018,~~ 2022, 2026, **2030,** and in four-year intervals thereafter.

~~Positions 3, 5, 6, and 7~~

~~The election for positions 3, 5, 6, and 7 shall be held in 2020, 2024, 2028, and in four-year intervals thereafter.~~

Method of Voting

Plurality

To be elected, a candidate must receive more votes than any other candidate for the position.

PROPOSED REVISIONS

Board Authority

The Board has final authority to determine and interpret the policies that govern the schools and, subject to the mandates and limits imposed by state and federal authorities, has complete and full control of the District. Board action shall be taken only in meetings that comply with the Open Meetings Act. [See BE(LEGAL)]

Transacting Business

When a proposal is presented to the Board, the Board shall hold a discussion and reach a decision. Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board binding upon each member.

Individual Authority for Committing the Board

Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See BDAA]

Individual Access to Information

An individual Board member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the public in accordance with the Public Information Chapter of the Government Code. [See GBA]

Limitations

If a Board member is not acting in his or her official capacity, the Board member has no greater right to District records than a member of the public.

An individual Board member shall not have access to confidential student records unless the member is acting in his or her official capacity and has a legitimate educational interest in the records in accordance with policy FL.

A Board member who is denied access to a record under this provision may ask the Board to determine whether the record should be provided or may file a request under the Public Information Act. [See GBAA]

Requests for Records

An individual Board member shall seek access to records or request copies of records from the Superintendent or other designated custodian of records, who shall respond within the time frames required by law. When a custodian of records other than the Superintendent provides access to records or copies of records to an individual Board member, the provider shall inform the Superintendent of the records provided.

In accordance with law, the District shall track and report any requests under this provision, including the cost of responding to one or more requests by any individual Board member for 200 or more pages of material in a 90-day period.

Requests for Reports

No individual Board member shall direct or require District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or other custodian of records regarding the preparation of reports shall be by Board action.

Confidentiality

At the time a Board member is provided access to records or reports that are confidential or otherwise not subject to public disclosure [see GBA], the Superintendent or other District employee shall advise the Board member of the responsibility to comply with confidentiality requirements and the District's information security controls.

Referring Complaints

If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator, who shall proceed according to the applicable complaint policy. [See (LOCAL) policies at DGBA, FNG, and GF]

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Board member may request that the issue be placed on the agenda.

Visits to District Facilities

A Board member shall adhere to any posted requirements for visitors to first report to the main office of a District facility, including a school campus. Visits during the school or business day shall not be permitted if their duration or frequency interferes with the delivery of instruction or District operations. [See also GKC]

PROPOSED POLICY

Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See CFA]

DELETE EXHIBIT

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
TRAVEL REIMBURSEMENT REQUEST

Board Member _____ Date(s) of Trip _____

Destination _____

Departure Date & Time _____ Return Date & Time _____

Purpose of trip (conference, workshop, etc.):

_____

EXPENSES

Meals: Per Diem

_____	Breakfast	$15	$_____
_____	Lunch	$20	$_____
_____	Dinner	$35	$_____
_____	Day	$70	

$_____ TOTAL MEALS

Lodging:

_____ Nights @ Person $_____ Note:_____

$_____ TOTAL LODGING

Transportation:

Airline Tickets $_____ Note:_____

____Miles @ at the current approved state rate per mile $_____ Note:_____

Parking fees $_____ Note:_____

Taxi fees $_____ Note:_____

$_____ TOTAL TRANSPORTATION

OTHER EXPENSES

Registration $_____ Note:_____

Other $_____ Note:_____

$_____ TOTAL OTHER EXPENSES

$_____ TOTAL ESTIMATED EXPENSES

$_____ TOTAL AMOUNT ADVANCED BY DISTRICT

$_____ AMOUNT DUE

Board Member Signature _____

Date of Submission _____

PROPOSED POLICY

Expense Reimbursement

An amount for Board member travel expenses shall be approved in the budget each year.

A Board member shall be reimbursed for reasonable, allowable expenses incurred in carrying out Board business only at the Board's request and for reasonable, allowable expenses incurred while attending meetings and conventions as an official representative of the Board.

Travel Expenses

Payment for authorized and documented travel expenses shall be made in accordance with legal requirements by either of the following two methods:

1. Reimbursement, not to exceed the allowable rates, for use of a personal car or commercial transportation plus parking, taxi fares, lodging, meals, and other incidental expenses.
2. Advancement of a set amount for use of a personal car or commercial transportation plus parking, taxi fares, lodging, meals, and other incidental expenses. Any excess over actual allowable expenses shall be refunded to the District.

Accounting records shall accurately reflect that no state or federal funds were used to reimburse travel expenses beyond those authorized for state employees.

Documentation Required

For any authorized expense incurred, the Board member shall submit a statement, with receipts to the extent feasible, documenting actual expenses and in accordance with procedures applicable to employee expense reimbursement.

DELETE EXHIBIT

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
Citizens Advisory Committee
Brownsville, Texas

CHARTER

1. Purpose:

   The only purpose in creating a Citizens Advisory Committee for the Brownsville Independent School District is to improve the education of the children, youth, and adults of the District and thereby to develop more useful citizens and to enrich the lives of the citizens of the District.

2. Ways in which the Committee is expected to contribute to this purpose are:

   a. To study the problems of public education in the District and to report the findings of studies to the appropriate persons or groups within the school system.

   b. To advise the Board in developing and revising official policies for the District.

   c. To plan and conduct educational programs on Board policies.

   d. To promote communication between the public and the Board and employees of the District.

   e. To facilitate cooperation in educational affairs between the schools and the organizations and institutions of the District; to extend the use of community resources by the schools; and to increase the proper use of the schools, their staffs, and their facilities by the people of the District.

3. The legal status of the Board: The Board is the legally constituted authority over the public schools of the District. It cannot legally surrender any of its powers and responsibilities. It abdicates none of its authority in creating a Citizens Advisory Committee.

4. Tenure of the Committee: The Citizens Advisory Committee herein created shall continue as a school-sponsored body until the Committee is dissolved by a majority vote of the members of the Board.

5. Field of the Committee: Since the public schools exist only for public education, the Committee will concern itself only with the education of the public through the public schools and with matters directly related to it. The Committee is primarily a study and planning committee, advisory to the Board. The members of the Committee will promote their ideas and plans in the school and community only with specific authorization by the Board.

6. Subcommittees of the Citizens Advisory Committee: The Committee is encouraged to create subcommittees which parallel the committees of the Board.

7. Membership in the Committee:

a. The committee shall include 51 members.

b. The original members of the Citizens Advisory Committee shall be recommended to the Board by a Nominating Committee named by the Board.

c. The Nominating Committee shall include 14 members, two appointed by each member of the Board. The members of the Nominating Committee shall be citizens who are not associated with the schools as members of the Board or employees of the District.

d. The Nominating Committee shall, by consensus, arrive at those persons being recommended for the Citizens Advisory Committee.

e. In preparing a slate of members of the Citizens Advisory Committee to present to the Board, the Nominating Committee shall:

(1) Consult with a large and representative part of the citizens of the District by whatever means it may devise and secure their suggestions of persons to be considered for membership in the Citizens Advisory Committee.

(2) Screen the names suggested by representative citizens, taking into account:

(a) Their keenness, clarity of thinking, and general ability.

(b) The respect in which they are held by their fellow citizens.

(c) Their ability to work constructively with others.

(d) Their insight into and interest in public education.

(e) One representative from every school.

(f) Other items considered important by the Nominating Committee.

f. The total group selected shall be as representative as possible of all the citizens of the District.

g. No person recommended for membership in the Citizens Advisory Committee is to be considered the representative or spokesman of any particular organization, faction or element in the District.

h. Members of the Nominating Committee shall not be recommended to be members of the Citizens Advisory Committee. The Board retains the privilege of asking for additional names if those first submitted are not wholly satisfactory.

8. Terms:

The terms of the original members of the Citizens Advisory Committee shall be for one year. At the end of the first year, the members shall draw lots for terms of one, two, and three years in order to provide a systematic rotation of members. New members with three-year terms shall replace the original members, beginning in the third year. A member shall not be eligible for reappointment until one year after his or her term has expired.

9. Replacement of Members:

   When members of the Citizens Advisory Committee are chosen to replace those whose terms have expired, the Board will provide a Nominating Committee similar to the committee which recommended the original members and will instruct the committee to follow a procedure similar to that followed in recommending the first members of the Citizens Advisory Committee. The results of the work of the previous Nominating Committee will be made available to each new Nominating Committee.

10. Unexpired Terms:

    The Citizens Advisory Committee is authorized to recommend to the Board, members to fill unexpired terms when vacancies occur during the term of members. The Board may accept the recommendations of the Citizens Advisory Committee or may name other citizens to fill unexpired terms.

11. Relationships of the Citizens Advisory Committee are:

    a. To the Board:

       (1) The Board may submit to the Citizens Advisory Committee proposals regarding school policies to which the Committee is expected to react in oral or written reports to the Board.

       (2) The Citizens Advisory Committee may make policy recommendations to the Board and will be apprised of the Board's reactions to these recommendations.

       (3) Special joint meetings of the Board and the Citizens Advisory Committee will be held when these meetings are desired by both groups.

       (4) Minutes of the meetings of the Citizens Advisory Committee will be sent to each member of the Board.

       (5) The Board and the Citizens Advisory Committee will not engage in public controversies.

    b. To employees of the District:

       (1) The Citizens Advisory Committee or any of its subcommittees may seek information and counsel from any employee of the District on matters clearly related to the problems on which these committees are working by making written request to the Superintendent.

       (2) Any employee may, with the approval of the administrators under whom he or she works, including the Superintendent, request the assistance of the Citizens Advisory Committee regarding any phase of his or her work.

       (3) The Citizens Advisory Committee may properly recommend regarding school policies for employee welfare, but it is never to consider the employment, promotion, transfer, dismissal, or salary of an individual employee.

(4) In requesting data regarding the schools, account is to be taken of the time required to assemble these data and the other duties of the affected employees.

c. To the public:

(1) The Citizens Advisory Committee is encouraged to promote the interest and participation in the schools of individuals not members of its network in the District. The Citizens Advisory Committee is not to be regarded as a substitute for other forms of public participation in school affairs, but as a means of providing for systematic, representative, and responsible public participation.

(2) Publicity regarding the Citizens Advisory Committee shall be arranged by the Board. No publicity is to be released by the Citizens Advisory Committee.

(3) Recommendations of the Citizens Advisory Committee may be released by the Board for public discussion either before or after action has been taken on them by the Board.

12. Organization of the Citizens Advisory Committee:

a. The Citizens Advisory Committee is to organize itself in its own way, determine the frequency of its meetings, conduct these meetings as desired, and work upon the problems it considers significant.

b. At the end of each year of the life of the Committee, this Charter shall be reviewed by the Committee and by the Board. Changes in it may be made by majority vote of the members of the Board. Recommendations of changes may originate in the Committee or in the Board. The Committee will be consulted regarding any proposed changes originating in the Board.

PROPOSED REVISIONS

The Board may appoint citizen advisory committees. The Board shall approve the charters of such groups or shall establish operating guidelines ~~and shall include such charters or guidelines as exhibits in the District's policy manual~~.

Each Board member shall appoint one member to the school health advisory committee (SHAC) ~~that meets~~**in accordance with** BDF(LEGAL) ~~composition~~ requirements **regarding SHAC composition**.

PROPOSED REVISIONS

Meeting Place and Time

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

~~Upon request by four Board members, Board training, workshops, election canvass, special called meetings, and regular and rescheduled Board meetings shall be called by the Board President and/or the Superintendent.~~

Regular Meetings

Regular meetings of the Board shall normally be held on the first Tuesday of each month at 5:30 p.m. When determined necessary ~~by the Board President~~ and for the convenience of Board members, the Board President may ~~cancel or~~ change the date, time, or location of a regular meeting~~. The~~ **with proper** notice ~~for a canceled meeting shall reflect the cancellation. The notice for a rescheduled meeting shall reflect the changed date or time.~~**.**

Special or Emergency Meetings

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

Other types of meetings, including but not limited to a Board training, workshop~~s~~, election canvass, and rescheduled meeting~~s~~ shall be called at the Board President's discretion or on request by the Superintendent or two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

~~Special and emergency meetings shall be called by the Board President, or in case of the Board President's absence, the Vice President. In the absence of the Board President and Vice President, the Secretary shall call special and emergency meetings. The Board President shall determine when an emergency or urgent public necessity, as defined by law, warrants the meeting.~~

~~**Special Recognition Ceremony**~~

~~From time to time, the Board may want an opportunity to recognize students, parents, and any/all staff members for special achievement. Special recognition meetings of the Board shall normally be held on the second or third Tuesday of each month at 5:30 p.m.~~

~~When determined necessary by the Board President and for the convenience of Board members, the Board President may cancel or change the date, time, or location of a special recognition meeting. The notice for a canceled meeting shall reflect the cancellation. The notice for a rescheduled meeting shall reflect the changed date or time.~~

Agenda

Deadline

The deadline for submitting items for inclusion on the agenda is the sixth calendar day at noon before regular meetings and the third calendar day at noon before special meetings.

Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.

For an item to be included on the agenda for a meeting, the written request of one Board member supported by one additional Board member is required. The member shall make an initial written request to the Superintendent and the District Board secretary. The District Board secretary shall then send the written request to each Board member at his or her email address. All written requests for agenda items and supporting information for agenda items shall be timely submitted in accordance with this policy.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or at least two Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without the Board member's specific authorization.

Notice to Members

Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.

Closed Meeting

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

Order of Business

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

Rules of Order

The Board shall observe the parliamentary procedures as found in **the latest edition of** *Robert's Rules of Order, Newly Revised*, ~~11th~~

~~Edition~~ except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present. **A Board member shall conduct him- or herself in accordance with BBF(LOCAL).** ~~The rules in Article XII, Section 43 "Rules Governing Debate" are modified to limit the time each member may speak to a question for the first time to two minutes and the second time to one minute.~~

~~Refraining from Attacking a Member's Motives~~

~~Board members are to adhere to the following rules in this article. When a question is pending, a Board member can condemn the nature or likely consequences of the proposed measure in strong terms, but must avoid personalities and under no circumstances can attack or question the motives of another Board member. The measure, not the Board member, is the subject of debate. If a Board member disagrees with the statement by another in regard to an event that both witnessed, the Board member cannot state in debate the other's statement "is false." But the Board member might say, "I believe there is strong evidence that the member is mistaken." The moment the presiding officer hears such words as "fraud," "liar," or "lie" used about a Board member in debate, the presiding officer must act immediately and decisively to correct the matter and prevent its repetition.~~

~~Addressing All Remarks Through the Chair~~

~~Board members cannot address one another directly and must address all remarks through the presiding officer. If, while a Board member is speaking in debate, another Board member wishes to address a question to him, which the person speaking can permit or not as he or she chooses but is taken out of his or her time if he or she does, the Board member desiring to ask the question should rise and address the chair, proceeding as explained under request for information.~~

~~Refraining from Disturbing the Assembly~~

~~During debate, during remarks by the presiding officer to the assembly, and during voting, no Board member shall be permitted to disturb the assembly by whispering, walking across the floor, or any other disturbance. The key words here are disturb and assembly. This rule shall not mean that Board members shall never whisper or walk from one place to another in the hall during the deliberations of the assembly. At large meetings, it would be impossible to enforce such a rule. However, the presiding officer shall watch that such activity does not disturb the meeting or hamper the transaction of business.~~

Voting

Voting ~~may~~**shall** be by electronic vote, voice vote~~,~~ or show of hands, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded ~~upon that member's request~~ **in the minutes**. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Minutes

~~The following shall apply to~~ Board ~~minutes:~~

~~1.~~ ~~The minutes of each meeting~~**action** shall be ~~taken~~**carefully recorded** by the Board **Secretary or** clerk~~ and shall contain a summary of the action of the Board with motions and results of votes.~~

~~2.~~ ~~A narrative style of writing the minutes shall be used with background material included as necessary.~~

~~3.~~ ~~Unapproved minutes shall be unofficial until acted upon by the Board.~~

~~4.~~ ~~Minutes shall be~~**; when** approved~~ (corrections and deletions made) at the following regular~~**, these minutes shall serve as the legal record of official Board actions. The written minutes of all** meetings~~.~~

~~5.~~ ~~Minutes of previous meetings and the agenda for each regular meeting shall be submitted to each~~ **shall be approved by vote of the Board and signed by the** Board ~~member~~**President** and the Board ~~attorney in writing or otherwise in sufficient time for careful review by each member and the attorney before the stated meeting.~~

~~6.~~ ~~Items on the agenda of a routine nature shall be so designated; any other items shall carry a brief explanation as to who submitted the items and the reason therefore~~**Secretary**.

The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.

~~**Media Coverage**~~

~~Local news media representatives shall be welcome to attend all regular, special, and other meetings of the Board. In the event that representatives of the news media are unable to attend a meeting of the Board, they shall be provided a summary of important Board actions.~~

Discussions and Limitation

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

DELETE EXHIBIT

Table of Contents

Exhibit A—Board of Trustees Regular Meeting Public Audience Sign-In Sheet

Exhibit B—Board Meeting Open Forum Procedure Presiding Officer

Note: The enclosed exhibits are administrative documents under the authority of the Superintendent and are intended to assist with the implementation of policy BED.

Exhibit A—Board of Trustees Regular Meeting
Public Audience Sign-In Sheet

If you wish to address the Board of Trustees during the public audience portion of today's meeting, please print your name below.

According to District policy BED(LOCAL), only those persons (on this list) who request to speak shall be heard. The speaker shall limit remarks to five minutes. The Board shall allot no more than 30 minutes for the public audience portion of the meeting.

Complaints and concerns for which other resolution channels are provided shall be directed through those channels. These complaints include complaints on the following subjects: employee complaints, student or parent complaints, and public complaints.

If the Board President determines that a person has not attempted to resolve a matter administratively, the person shall be directed to the appropriate policy for attempted resolution before bringing the matter to the Board.

Complaints against specific employees or officers of the District shall be heard in closed session, as authorized by the Texas Open Meetings Act.

You must make your points on issues in a constructive and courteous fashion pursuant to *Robert's Rules of Order.*

	Name	Subject to be Discussed
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Exhibit B—Board Meeting Open Forum Procedure
Presiding Officer

The next item on our agenda is the public comment period. This is the time for citizens, staff, or students to provide their comments to the Board. Statements and questions from the audience will not be permitted during other portions of the meetings, so please let us hear from you now if you have comments to present.

To have your comments heard tonight, your name and the subject matter of your comments must appear on the sign-in sheet, which is located in the rear of the meeting room.

Each speaker will be limited to five minutes to complete his or her comments. With all due courtesy, I will strictly enforce that time limit.

If a group of people want to be heard on the same topic, the Board asks that they designate a spokesperson to avoid needless repetition. The Board has adopted rules to preclude the abuse of open forum by, for example, anyone uselessly repeating the same comment or complaint meeting after meeting.

Complaints and concerns for which other resolution channels are provided shall be directed through those channels. These complaints include complaints on the following subjects: employee complaints, student or parent complaints, and public complaints.

Remember that the Board may not discuss or act upon any issues that are not posted on its agenda for tonight's meeting. If an issue mentioned is listed on tonight's agenda, the Board will defer discussion of the issue until the appropriate time during the meeting.

In addition, the Board has adopted complaint policies that are designed to secure, at the lowest administrative level, a prompt and equitable resolution of complaints and concerns.

Complaints brought by students or their parents may be heard in accordance with policies FNG(LEGAL) and (LOCAL); by employees, in accordance with policies DGBA(LEGAL) and (LOCAL); and by citizens, in accordance with policy GF(LOCAL).

Each of these processes provides that, if a resolution cannot be achieved administratively, the person may appeal the administrative decision to the Board as a properly posted agenda item.

Note: This text is based on provisions found in policy BED(LOCAL).

The Board's purpose for entering into closed session to hear employee complaints is to protect you from potential liability for publicly making slanderous or defamatory statements that affect the professional or personal reputation of a District employee or officer. Hearing complaints in closed session also protects the privacy rights of the individual about whom you are complaining. Exceptions to this procedure will be made only if the employee or officer against whom the complaint is made requests that the complaint be made in open session.

General Comments Portion of the Meeting
Presiding Officer

With those cautions in mind, we will now be glad to hear the general comments.

[Name], you are first. Remember you have five minutes to present your comments.

PROPOSED REVISIONS

Limit on Participation

Audience participation at a Board meeting is limited to the portion of the meeting designated to receive public comment in accordance with this policy. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

Public Comment

At all Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.

Procedures

Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board.

Public comment shall occur at the beginning of the meeting.

Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed three minutes **per meeting. The presiding officer may make adjustments to public comment procedures as described at Meeting Management to limit total public comment time to** ~~or be less than one minute with a total of~~ 30 minutes ~~for all speakers~~.

Meeting Management

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may~~, following BE(LOCAL),~~ make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

Board's Response

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

Complaints and Concerns

The presiding officer or designee shall determine whether an individual addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the individual shall be referred to the appropriate policy to seek resolution:

- Employee complaints: DGBA

- Student or parent complaints: FNG
- Public complaints: GF

Disruption

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting.

PROPOSED REVISIONS

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

Organization

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

Legally referenced policies are not adopted by the Board.

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

Terms

The terms “Trustee” and “Board member” are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology.]

Harmony with Law

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

~~Where there is a conflict between legal requirements of the law and local policy, legal policy shall always prevail. In those instances, the administration shall bring this conflict to the attention of the Board President and the Board policy committee chair to address the matter at the next policy committee meeting.~~

Policy Development

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board’s consideration by the Superintendent.~~, or through the normal Texas Association of School Boards (TASB) updates received by the District.~~

TASB Recommendation and Review

Any **addition, deletion, or revision of a** ~~changes to~~ local policy~~, new policies, or deletions of current policies~~ **not already recommended by the Texas Association of School Boards (TASB) through an update** shall be reviewed **prior to adoption** by TASB.

~~**Policy Format**~~

~~Revisions must be presented so that they clearly outline the deletions, additions, and rewording. The preferred method of presenting the proposed revision is TASB's legislative fashion where words to be deleted are drawn through and words to be added are underscored; likewise, paragraphs to be deleted are drawn through and paragraphs to be added are underscored.~~

Official Policy Manual

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the central administration office, and the Superintendent shall be responsible for its accuracy and integrity and shall maintain a historical record of the District's policy manual.

Adoption and Amendment

Proposed local policies or amendments shall be introduced and recommended to the Board **by the Board** policy committee. The recommended policies shall ~~then~~ be presented to the Board for adoption at **one meeting but shall not be adopted until** a subsequent meeting**. Emergency adoption, however, may occur in one meeting if special circumstances demand an immediate response**.

The Superintendent ~~or his or her designee~~ shall notify the policy committee chair of any TASB updates no later than the second working day after such updates are received. Within five days after receiving a TASB policy update, the Superintendent ~~or his or her designee~~ shall send a copy of the policy updates to all Board members, including any administration-recommended changes which may differ from those recommended by TASB.

The Superintendent~~, on his or her own or through his or her designee~~, in consultation with the Board policy committee chair, shall call a Board policy committee meeting so that the Board may review any TASB updates and policy changes prior to the next regularly scheduled Board meeting.

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

TASB Localized Updates

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

Board Policy Chair

The Board President shall appoint a board member to facilitate the policy committee. The policy committee chair shall work and carry out the committee's work in accordance with District policy. Responsibilities include the overall planning, implementation, and coordination of District-related policy issues, including relevant policy matters proposed by the Texas Association of School Boards (TASB), board members, District staff, and legal counsel.

Policy Committee Meeting

All policies shall first be presented for review at the policy committee meeting. The Board policy chair, when appropriate, shall call for a policy committee meeting to review and consider proposed policies submitted by TASB, Board members, District staff, or legal counsel.

Discretionary Review

In consultation with the Board President, the Board policy chair shall have authority to request a policy review from TASB to clarify whether there is relevant support on a proposed policy.

Board Member Consideration

Board members shall consider the recommendations of District administrators, input from TASB policy and legal services, and the advice of the District's legal counsel.

~~**Policy Adoption**~~

~~After policies have been vetted at the policy committee meeting, policies shall be presented at the next Board meeting for adoption.~~

Approval for Placement on the Board Agenda

When a proposed policy addition, revision, or deletion is submitted for placement on the Board agenda, the following guidelines shall have been reviewed by the policy committee:

1. Whether the proposed policy is legally correct;
2. Whether the proposed policy has been properly classified, coded, and prepared in policy format;
3. Whether the proposed policy conforms with the District's stated philosophy, goals, objectives, and practices; and
4. Whether the new policy contradicts **or repeats** another policy.

Superintendent Request

A policy may be presented at a Board meeting as a recommendation from the Superintendent after policies have been originated at the policy committee meeting or any point in the process. All policy requests shall be vetted through TASB, as noted above ~~under the section label~~**at** Adoption and Amendment.

Urgent Policy Requests

All requests for new and revised policies that may be of an urgent nature or of significant impact, and those that will be needed by specific deadlines, may be prepared and submitted as individual agenda items for review or adoption. All requests shall be vetted

through TASB, as noted above ~~under the section label~~at Adoption and Amendment.

Suspension of Policy The Board by a majority vote at any properly convened meeting may suspend a local policy if the action being taken adheres to federal and state law and is in the best interests of the District.

DELETE POLICY

Chain of Command The table of organization shall represent positions that indicate, by direct line relationships, the person responsible for supervising and evaluating the personnel shown in the chart.

PROPOSED REVISIONS

District ~~Level Committee~~ Education Improvement Council

In compliance with law, the District **shall establish a District ~~level committee~~ education improvement council (District-level committee)** to advise the Board or its designee in establishing and reviewing the **District improvement plan [see BQ], as well as the** District's educational goals, **performance** objectives, and major District-wide classroom instructional programs.

The committee shall approve District-wide staff development. [See DMA]

Board's Designee

The Superintendent ~~or designee~~ shall serve as the Board's ~~representative~~**designee** and shall ~~name the chairperson of the committee from among the committee's members. The Superintendent or designee shall meet~~**regularly consult** with the committee ~~periodically~~.

Meetings

The chairperson of the committee shall set its agenda~~,~~ and shall schedule at least two meetings per year, including the public meeting required by law.

Communications

The Superintendent shall ensure that the District-level committee ~~meetings shall be held outside of~~**establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding** the ~~regular school day.~~**recommendations of the committee.**

~~**Duties of Committee**~~

~~The committee shall perform duties as described in BQA(LEGAL).~~

Composition

The committee shall be composed of members who shall represent campus-based professional staff, District-level professional staff, parents, businesses, and the community. ~~At least two-thirds of the District and campus~~**When practicable,** professional staff **representation** shall ~~be classroom teachers. The remaining members shall be professional nonteaching District- and campus-level staff~~**include a representative with the primary responsibility for educating students with disabilities**. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.

~~**Community Input**~~

~~The Superintendent or designee shall ensure that the District-level committee obtains broad-based community, parent, and staff input and provides information to those persons on a systematic basis. Methods of communication shall include, but not be limited to:~~

~~1. Periodic meetings to gather input and provide information on the work of the committee. These meetings shall be advertised in District publications and through the media.~~

~~2. Articles in in-house publications regarding work of the committee.~~

~~3. Regular news releases to the media in the District regarding the work of the committee.~~

~~4. Periodic reports to the principals on the work of the committee that may be posted on campus bulletin boards.~~

Selected Representatives

Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.

Parents

The committee shall include **at least** two parents of students currently enrolled in the District. The Superintendent ~~or designee~~ shall, through various channels, inform all parents of District students about the committee's duties and composition and shall solicit volunteers.

Community Members

The committee shall include **at least** two community members selected by a process that provides for adequate representation of the community's diversity. The Superintendent ~~or designee~~ shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Community representatives must reside in the District.

Business Representatives

The committee shall include **at least** two business representatives selected by a process that provides for adequate representation of the community's diversity. The Superintendent ~~or designee~~ shall use several methods of communication to ensure that area businesses are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives need not reside in nor operate businesses in the District.

Professional Staff **Elections**

~~The professional employees shall consist of at least one representative from each campus. Each campus shall conduct an election for a representative. Each representative shall be nominated by~~ **Professional staff representatives shall be nominated** and elected ~~from~~ **in accordance with this policy and administrative regulations.**

Classroom teacher representatives shall comprise at least two-thirds of the **total professional staff representation on the**

committee and shall be nominated and elected by all classroom teachers assigned to each respective campus~~professional staff~~.

At least two campus-based nonteaching professional representatives shall be nominated and elected from randomly selected campuses by all professional staff.

At least two District-level professional representatives, other than the Superintendent, shall be nominated and elected by the District-level professional staff.

An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]

A nominee must consent before the person's name may appear on a ballot. Election of the committee shall be held at a time determined by the Board or its designee.

~~**Mechanism for Election of Committee Members**~~

~~An election will be held each year to replace the group whose term is expiring. The election will take place in early September. The group in which the term is expiring will draw lots to determine if its campus position will be a classroom teacher or a nonteaching professional.~~

~~At least two thirds of the elected professional representatives must be classroom teachers. The remaining staff representatives must include both campus and District-level professional staff members.~~

Terms

All representatives shall serve staggered two-year terms~~. After~~ and shall not be limited as to the ~~initial election or selection, representatives shall draw lots, within each representative category, to determine the length~~number of ~~initial~~consecutive terms they may serve on the committee.

Vacancy

A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.

PROPOSED REVISIONS

~~Campus-Level~~ Site-Based Decision-Making ~~Committee~~Committees

In compliance with law, each campus shall establish a site-based decision-making committee to ensure that effective planning and site-based decision-making occur to direct and support the improvement of student performance for all students. The committees shall assist the principal, as the Board's designee, in establishing and reviewing the goals, performance objectives, and major classroom instructional programs of each campus.

Each committee shall assist with the development, evaluation, and revision of the respective campus improvement plan and shall approve campus staff development needs identified in the campus improvement plan [see BQ and DMA].

~~A campus-level committee shall be established on each campus to assist the principal. The committee shall meet for the purpose of implementing planning processes and site-based decision making in accordance with Board policy and administrative procedures and shall be chaired by the principal.~~

~~The committee shall serve exclusively in an advisory role except that each committee shall approve staff development of a campus nature.~~

~~**Duties of Committee**~~

~~The committee shall perform duties as described at BQB(LEGAL).~~

~~**Campus Performance Objectives**~~

~~Each principal shall be responsible for the development of campus performance objectives. These objectives shall be formulated annually in accordance with a schedule established by the District, shall support the District's educational goals and objectives, and shall be specific to the academic achievement of students served by the campus. The Board shall review and approve campus performance objectives.~~

~~**Waivers**~~

~~The principal shall be responsible for ensuring that no campus-initiated decision violates rule, law, or policy, unless the campus has obtained a waiver [see BQB(LEGAL) preceding and BF].~~

~~Except as prohibited by law [see BF], a campus may apply to the Board for a waiver of a local policy. An application for a waiver must state the achievement objectives of the campus and the reasons for requesting the waiver.~~

The principal shall be responsible for the agenda and shall schedule at least two meetings per year, including the public meeting required by law.

Communications

Each principal shall ensure that the campus-level committee establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding the recommendations of the committee.

~~The principal or designee shall ensure that the campus-level committee obtains broad-based community, parent, and staff input, and provides information to those persons on a systematic basis. Methods of communication shall include, but not be limited to:~~

~~1. Periodic meetings to gather input and provide information on the work of the committee. Meetings shall be advertised in the District or campus publications and through the media.~~

~~2. Articles in District or campus publications regarding work of the committee.~~

~~3. Regular news releases to the media in the District regarding the work of the committee.~~

~~4. Periodic reports on the work of the committee that may be posted on campus bulletin boards.~~

Composition

The committee shall be composed of members who shall represent campus-based professional staff, **District-level professional staff,** parents, businesses, and the community. **When practicable,** professional staff **representation shall include a representative with the primary responsibility for educating students with disabilities**. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.

Selected Representatives

Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.

Parents

The committee shall include at least two parents of students currently enrolled in the District. The principal shall, through various channels, inform all parents of campus students about the committee's duties and composition and shall solicit volunteers.

Community Members

The committee shall include at least two community members selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Community representatives must reside in the District.

Business Representatives

The committee shall include at least two business representatives selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that area businesses are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives need not reside in nor operate businesses in the District.

Professional Staff Elections

Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations.

Classroom **teacher representatives shall comprise at least two-thirds of the professional staff representation on the committee and** shall be nominated and elected by classroom teachers assigned to the campus.

At least one campus-based nonteaching professional representative shall be nominated and elected by nonteaching professional staff assigned to the campus.

At least one District-level professional representative shall be nominated and elected by nonteaching professional staff assigned to the campus.

An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]

A nominee must consent before the person's name may appear on the ballot. **Election of the committee shall be held at a time determined by the Board or its designee.**

Terms

All representatives shall serve staggered two-year terms~~. After~~ **and shall not be limited as to** the ~~initial election or selection, representatives shall draw lots, within each representative category, to determine the length~~**number** of ~~initial~~**consecutive** terms **they may serve on the committee**.

Vacancy

A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.

~~**Meetings**~~

~~The committee shall meet at the call of the principal. The principal shall set the agenda for each meeting. All meetings shall be held outside the regular school day.~~

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

Item Title: Design-Build HVAC Phase II
Energy Efficiency and Construction
E3 Entegral Solutions

X **Action**
Information
Discussion

BACKGROUND:

The Design-Build HVAC Phase II- Energy Efficiency and Conservation Contract project is ready for Substantial Completion acceptance by Brownsville ISD. The Consulting Engineer, General Contractor and, BISD Facilities Department Administrative staff conducted a walk-through at the site. As a result, Administration recommends substantial completion acceptance for this project. Attached for reference find the following documents:

- Campuses: Lopez ECHS, Benavides E.S., and, Brownsville Learning Academy (BLA).
- Letter from Consulting Engineer (Final).
- Substantial Completion Certificates

FISCAL IMPLICATIONS:

None at this time.

RECOMMENDATION:

Recommend approval to authorize Administration to accept the Design-Build HVAC Phase II Energy Efficiency and Conservation Contract project as substantially completed at the following campuses: Lopez ECHS, Benavides E.S., and, Brownsville Learning Academy (BLA).

M. Espinosa,
Submitted by: Principal/Program Adm.

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

Dr. Nereida Cantu
Approved by: Deputy Superintendent
9/30/20

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

September 4, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

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

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 (E3 Entegral Solutions, Inc.) is entitled to payment on pay application #17 in the amount of $298,795.10.

Respectfully submitted,

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

ENTEGRAL SOLUTIONS

SUBSTANTIAL COMPLETION ACCEPTANCE

Date of Issuance: **October 15, 2019**

Project No. & Name: **BRNVI-D-02 / Brownsville ISD PH 2 DX & Controls**

Campus/Institution: **Benavides Elementary School**

Contractor: **E3 Entegral Solutions**

Design-Build Contractor/Engineer: **E3 Entegral Solutions**

SCOPE OF WORK COVERED BY THIS ACCEPTANCE:

All work covered in the contract documents pertaining to the Control Installation Energy Conservation Measure.

EFFECTIVE DATE & TIME OF ACCEPTANCE October 15,2019

(The Warranty/Guarantee Period for ACCEPTED Work begins at the date and time indicated above)

This constitutes the Owner's acceptance for Beneficial use for the **entire** Contract amount: Yes ☒ No ☐

In accordance with the Schedule A Scope of Work and General Conditions of the Contract, this is to confirm the results of the substantial completion inspection(s). The "punch list(s)" of items remaining to be completed or corrected as of the effective date of this acceptance, is formally issued by the Design-Build Contractor/Engineer under separate cover. It is expressly understood that the failure to include any items on such list(s) does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. In accordance with the UGC, the Date of Substantial Completion is that Date jointly certified by the Design-Build Contractor/Engineer, Owner and Contractor that the Work is sufficiently completed for the Owner to utilize it, or designated portion thereof, for the intended purpose.

The Contractor remains responsible to maintain full insurance coverage as required by Contract for any areas of the project not yet accepted, and such coverage as may be necessary for its employees and subcontractors while engaged in completion of the punch list items as identified above.

The Owner and Design-Build Contractor/Engineer will continue to inspect the entire project, including the work accepted herein, until completion and acceptance of all elements of the work. This inspection will cover such defects as may have been overlooked as well as the items currently remaining on the punch list(s). Defects are to be called to the attention of the Contractor through the use of a deficiency report or punch list form.

The **CONTRACTOR** shall complete/correct the items identified on the punch list(s) within 30 calendar days from the Effective Date of this Acceptance.

Raul Gonzalez Project Manager		10-10-19
(Printed Name & Title)	*(Signature)*	*(Date)*

The **DESIGN-BUILD CONTRACTOR/ENGINEER** agrees that the Work noted in this Acceptance is sufficiently complete to be used as intended.

Patrick Hayes Project Manager		10/10/19
(Printed Name & Title)	*(Signature)*	*(Date)*

With the exception of those items noted on the attached "punch list(s)", the **OWNER** accepts the Work designated herein as substantially Complete as of the Effective Date of this Acceptance.

(Printed Name & Title)	*(Signature)*	*(Date)*

With the exception of those items noted on the attachment "punch list (s)", the **3rd Party Reviewer** accepts the Work designated herein as Substantial Compete as Effective Date of this Acceptance.

(Printed Name & Title)	(Signature)	(Date)

(Date)

ENTEGRAL SOLUTIONS

SUBSTANTIAL COMPLETION ACCEPTANCE

Date of Issuance: **October 15, 2019**

Project No. & Name: **BRNVI-D-02 / Brownsville ISD PH 2 DX & Controls**

Campus/Institution: **Benavides Elementary School**

Contractor: **E3 Entegral Solutions**

Design-Build Contractor/Engineer: **E3 Entegral Solutions**

SCOPE OF WORK COVERED BY THIS ACCEPTANCE:

All work covered in the contract documents pertaining to the Mechanical Installation Energy Conservation Measure.

EFFECTIVE DATE & TIME OF ACCEPTANCE October 15,2019

(The Warranty/Guarantee Period for ACCEPTED Work begins at the date and time indicated above)

This constitutes the Owner's acceptance for Beneficial use for the **entire** Contract amount: Yes ☒ No ☐

In accordance with the Schedule A Scope of Work and General Conditions of the Contract, this is to confirm the results of the substantial completion inspection(s). The "punch list(s)" of items remaining to be completed or corrected as of the effective date of this acceptance is formally issued by the Design-Build Contractor/Engineer under separate cover. It is expressly understood that the failure to include any items on such list(s) does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. In accordance with the UGC, the Date of Substantial Completion is that Date jointly certified by the Design-Build Contractor/Engineer, Owner and Contractor that the Work is sufficiently completed for the Owner to utilize it, or designated portion thereof, for the intended purpose.

The Contractor remains responsible to maintain full insurance coverage as required by Contract for any areas of the project not yet accepted, and such coverage as may be necessary for its employees and subcontractors while engaged in completion of the punch list items as identified above.

The Owner and Design-Build Contractor/Engineer will continue to inspect the entire project, including the work accepted herein, until completion and acceptance of all elements of the work. This inspection will cover such defects as may have been overlooked as well as the items currently remaining on the punch list(s). Defects are to be called to the attention of the Contractor through the use of a deficiency report or punch list form.

The **CONTRACTOR** shall complete/correct the items identified on the punch list(s) within 30 calendar days from the Effective Date of this Acceptance.

(Printed Name & Title)	(Signature)	(Date)
HAO WU PROJECT MANAGER		17 oct 19

The **DESIGN-BUILD CONTRACTOR/ENGINEER** agrees that the Work noted in this Acceptance is sufficiently complete to be used as intended.

(Printed Name & Title)	(Signature)	(Date)
Patrick Hayes Project Manager		8 Oct 19

With the exception of those items noted on the attached "punch list(s)", the **OWNER** accepts the Work designated herein as substantially Complete as of the Effective Date of this Acceptance.

(Printed Name & Title)	(Signature)	(Date)

With the exception of those items noted on the attachment "punch list (s)", the 3rd **Party Reviewer** accepts the Work designated herein as Substantial Compete as Effective Date of this Acceptance.

(Printed Name & Title)	(Signature)	(Date)

(Date)

ENTEGRAL SOLUTIONS

SUBSTANTIAL COMPLETION ACCEPTANCE

Date of Issuance: **February 12, 2019**

Project No. & Name: **BRNVI-D-02/ Brownsville ISD PH 2 DX & Controls**

Campus/Institution: **Lopez Early College High School**

Contractor: **E3 Entegral Solutions**

Design-Build Contractor/Engineer: **E3 Entegral Solutions**

SCOPE OF WORK COVERED BY THIS ACCEPTANCE:

All work covered in the contract documents pertaining to the Mechanical Installation Energy Conservation Measure.

EFFECTIVE DATE & TIME OF ACCEPTANCE February 12, 2019

(The Warranty/Guarantee Period for ACCEPTED Work begins at the date and time indicated above)

This constitutes the Owner's acceptance for Beneficial use for the entire Contract amount: Yes ☒ No ☐

In accordance with the Schedule A Scope of Work and General Conditions of the Contract, this is to confirm the results of the substantial completion inspection(s). The "punch list(s)" of items remaining to be completed or corrected as of the effective date of this acceptance, is formally issued by the Design-Build Contractor/Engineer under separate cover. It is expressly understood that the failure to include any items on such list(s) does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. In accordance with the UGC, the Date of Substantial Completion is that Date jointly certified by the Design-Build Contractor/Engineer, Owner and Contractor that the Work is sufficiently completed for the Owner to utilize it, or designated portion thereof, for the intended purpose.

The Contractor remains responsible to maintain full insurance coverage as required by Contract for any areas of the project not yet accepted, and such coverage as may be necessary for its employees and subcontractors while engaged in completion of the punch list items as identified above.

The Owner and Design-Build Contractor/Engineer will continue to inspect the entire project, including the work accepted herein, until completion and acceptance of all elements of the work. This inspection will cover such defects as may have been overlooked as well as the items currently remaining on the punch list(s). Defects are to be called to the attention of the Contractor through the use of a deficiency report or punch list form.

The **CONTRACTOR** shall complete/correct the items identified on the punch list(s) within 30 calendar days from the Effective Date of this Acceptance.

(Printed Name & Title)	(Signature)	(Date)
GAO MUKKAMA PROJECT MANAGER		17 Oct. 19

The **DESIGN-BUILD CONTRACTOR/ENGINEER** agrees that the Work noted in this Acceptance is sufficiently complete to be used as intended.

(Printed Name & Title)	(Signature)	(Date)
		2-13-2019

With the exception of those items noted on the attached "punch list(s)", the **OWNER** accepts the Work designated herein as substantially Complete as of the Effective Date of this Acceptance.

(Printed Name & Title)	(Signature)	(Date)

With the exception of those items noted on the attachment "punch list (s)", the 3rd Party Reviewer accepts the Work designated herein as Substantial Compete as Effective Date of this Acceptance.

(Printed Name & Title)	(Signature)	(Date)

ENTEGRAL SOLUTIONS

SUBSTANTIAL COMPLETION ACCEPTANCE

Date of Issuance: **October 15, 2019**

Project No. & Name: **BRNVI-D-02 / Brownsville ISD PH 2 DX & Controls**

Campus/Institution: **Brownsville Learning Academy School**

Contractor: **E3 Entegral Solutions**

Design-Build Contractor/Engineer: **E3 Entegral Solutions**

SCOPE OF WORK COVERED BY THIS ACCEPTANCE:

All work covered in the contract documents pertaining to the Control Installation Energy Conservation Measure.

EFFECTIVE DATE & TIME OF ACCEPTANCE October 15,2019

(The Warranty/Guarantee Period for ACCEPTED Work begins at the date and time indicated above)

This constitutes the Owner's acceptance for Beneficial use for the **entire** Contract amount: Yes ☒ No ☐

In accordance with the Schedule A Scope of Work and General Conditions of the Contract, this is to confirm the results of the substantial completion inspection(s). The "punch list(s)" of items remaining to be completed or corrected as of the effective date of this acceptance, is formally issued by the Design-Build Contractor/Engineer under separate cover. It is expressly understood that the failure to include any items on such list(s) does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. In accordance with the UGC, the Date of Substantial Completion is that Date jointly certified by the Design-Build Contractor/Engineer, Owner and Contractor that the Work is sufficiently completed for the Owner to utilize it, or designated portion thereof, for the intended purpose.

The Contractor remains responsible to maintain full insurance coverage as required by Contract for any areas of the project not yet accepted, and such coverage as may be necessary for its employees and subcontractors while engaged in completion of the punch list items as identified above.

The Owner and Design-Build Contractor/Engineer will continue to inspect the entire project, including the work accepted herein, until completion and acceptance of all elements of the work. This inspection will cover such defects as may have been overlooked as well as the items currently remaining on the punch list(s). Defects are to be called to the attention of the Contractor through the use of a deficiency report or punch list form.

The **CONTRACTOR** shall complete/correct the items identified on the punch list(s) within 30 calendar days from the Effective Date of this Acceptance.

Paul Gentalet Project Manager		10-10-19
(Printed Name & Title)	*(Signature)*	*(Date)*

The **DESIGN-BUILD CONTRACTOR/ENGINEER** agrees that the Work noted in this Acceptance is sufficiently complete to be used as intended.

Patrick Hayes Project Manager		8oct19
(Printed Name & Title)	*(Signature)*	*(Date)*

With the exception of those items noted on the attached "punch list(s)", the **OWNER** accepts the Work designated herein as substantially Complete as of the Effective Date of this Acceptance.

(Printed Name & Title)	*(Signature)*	*(Date)*

With the exception of those items noted on the attachment "punch list (s)", the **3rd Party Reviewer** accepts the Work designated herein as Substantial Compete as Effective Date of this Acceptance.

(Printed Name & Title) (Signature) (Date)
(Date)

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

Item Title: Cummings CTE CV4
MEP Upgrades Project
Substantial Completion

X Action
Information
Discussion

BACKGROUND:

The Cummings CTE – CV4 MEP Upgrades project is ready for Substantial Completion acceptance by Brownsville ISD Board of Trustees. The Project Engineer, General Contractor, and BISD Facilities Department Administrative staff conducted a walk-thru at the site. As a result, the Administration recommends substantial completion acceptance for this project. Attached for reference, please find the following documents:

- Cover Letter from the Project Engineer
- Substantial Completion Certificate
- Walk-Thru Punch List

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Recommend approval to authorize the Administration to accept the Cummings CTE – CV4 MEP Upgrades project as substantially complete.

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

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

Dr. Nellie Cantu
Dr. Nellie Cantu
Approved by: Deputy Superintendent 10/1/20

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

September 20, 2020

Fernando Villarreal
Project/Facilities Manager
Brownsville ISD
(956) 548-8081 office
(956) 543-5831 mobile
E-mail: fevillarreal@bisd.us

Re: Letter of Substantial Completion for CTE Cummings CV-4

Dear Mr. Villarreal,

This letter serves as written notice that NM Contracting Inc has completed the installation necessary to established at Substantial Completion of the project. Project or Portion of the project designated for partial occupancy or use shall include:

1. As identified in form AIA Document G704-2017 Certificate of Substantial Completion

In accordance with plans and specifications of the Contract, this is to confirm the results of the installation of the scope of work necessary to establish a substantial completion of the project. The punch lists of items have been submitted to the contractor and have been corrected prior to acceptance of final completion of the project. It is expressly understood that the failure to include any items on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The date of substantial completion of the project or portion designated below is the date of issuance established by this letter, which is the date of commencement of applicable warranties required by the contract documents.

Date of commencement: 09/21/2020

Best Regards,

José Antonio Nicanor

Jose Antonio Nicanor, PE, LEED AP
Principal

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)* CSP 20-131 CTE CV4 MEP Upgrade 1905 East 6th Street, Brownsville, Texas	**CONTRACT INFORMATION:** Contract For: MEP Upgrades Date: March 20, 2020	**CERTIFICATE INFORMATION:** Certificate Number: 001 Date: September 18, 2020
OWNER: *(name and address)* Brownsville ISD 1900 E. Price Road, Brownsville, Texas	**ARCHITECT:** *(name and address)* Sigma HN Engineers, PLLC 701 South 15th Street, McAllen, Texas	**CONTRACTOR:** *(name and address)* NM Contracting, LLC 2022 Orchid Ave., McAllen, Texas

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

Sigma HN Engineers		Antonio Nicanor, PE	September 18, 2020
ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
September 18, 2020

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
1. Reference to attached Punch List

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within fourteen (14) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $4,000.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

NM Contracting, LLC		Noel Muñoz, President	9-24-20
CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
Brownsville ISD		Dr. Rene Gutierrez	
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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User Notes: (3B9ADA54)

SIGMA HN ENGINEERS, PLLC

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

PUNCH LIST

Project:	BISD CTE Cummings Middle School CV-4	**Field Report Date:**	09/10/2020
Eng's Project No.:	19033	**Time:**	10:00 am
General Contractor:	NM Contracting	**Weather:**	Cloudy
Report By:	Sigma HN Engineers, PLLC	**Est. % of Completion:**	95%
Present at Site:	Sigma HN Engineers, PLLC (Tony Nicanor, PE, LEED AP) Fernando Villarreal (BISD) Juan Salinas (NM Contracting)		

The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items not on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Observations:

1. Label all junction boxes with circuit served.
2. Install compressed air piping system.
3. Install support metal for explosion proof exhaust valve.
4. Install on/off control switch for dust collector at the control panel.
5. Install stopper II cover for emergency power off switch.

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

Item Title: Energy Conservation – Design-Build
HVAC & Associated Controls Phase II
Substantial Completion

X Action
Information
Discussion

BACKGROUND:

The Energy Conservation Design-Build – HVAC & Associated Controls Phase II project is ready for Substantial Completion acceptance by the Brownsville ISD Board of Trustees. The Project Engineer, General Contractor, BISD Facilities Department Administrative staff, and the Third Party Reviewer conducted a walk-thru at all campuses listed below. As a result, the Administration recommends substantial completion acceptance for this project. Attached for reference, please find the following documents:

HVAC & Associated Controls
- Porter ECHS, Besteiro MS, Garcia MS, Lucio MS, Paredes ES, and Southmost ES

- Cover Letter from the Project Manager
- Substantial Completion Certificate

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Recommend approval to authorize the Administration to accept the Energy Conservation Design-Build – HVAC & Associated Controls Phase II project as substantially complete for Porter ECHS, Besteiro MS, Garcia MS, Lucio MS, Paredes ES, and Southmost ES.

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 9-30-20
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.

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONSTRUCTION MANAGER - ADVISER EDITION
AIA DOCUMENT G704/CMa

OWNER ☐
CONSTRUCTION MANAGER ☒
ARCHITECT ☐
CONTRACTOR ☒
FIELD ☐
OTHER ☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

PROJECT: (Name and address) **Brownsville ISD** Various

PROJECT NOS: **SE Project#PC18P0041**
BISD PO# P326763

CONTRACT FOR:
CONTRACT DATE: **Construction Agreement 8/17/2018**

TO OWNER: (Name and address) **Brownsville ISD**
MR. Fernando Villarreal
3750 Robindale Road
Brownsville, TX 78526

TO CONTRACTOR: (Name and address) **Schneider Electric**
1650 West Crosby Rd.
Carrollton, TX 75006

DATE OF ISSUANCE **[9/22/2020]**
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Mechanical and Building Automation installations performed at the below school buildings has been reviewed and found to be substantially complete in accordance with our scope of work. Per our contract, Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as shown in the table below which is also the date of commencement of applicable warranties required by the Contract Documents.

School	Subcontractor	Date of Substantial Completion
Mechanical		
Lucio MS	ProTech	9/20/2019
Garcia MS	ProTech	9/20/2019
Besteiro MS	ProTech	9/20/2019
Besteiro MS	TDI	8/14/19
Peredes ES	TDI	8/14/19
Porter HS	TDI	8/14/19
Southmost ES	TDI	8/14/19
Building Automation		
Lucio MS	Automated Logic	6/30/2020
Garcia MS	Automated Logic	6/30/2020
Southmost ES	Automated Logic	6/30/2020
Besteiro MS	Automated Logic	6/30/2020
Paredes ES	Automated Logic	7/30/2020

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Electronic Format G704/Cma - 1992

The work performed under this Contract has been reviewed and found, to the Construction Inspectors knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established in the chart above, which is also the date of commencement of applicable warranties required by the Contract Documents:

CONSTRUCTION MANAGER	Brian Toce BY	9/23/20 DATE
BISD Superintendent	Dr. Rene Guitierrez BY	 DATE
Ethos Engineering, 3rd Party Reviewer	Cesar Gonzalez BY	9/23/2020 DATE

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Electronic Format G704/Cma - 1992

September 21, 2020

Brownsville ISD
Mr. Fernando Villarreal
3750 Robindale Road
Brownsville, TX 78526

Re: Energy Services Performance Contract – Brownsville ISD - SE Project PC18P0041
BISD Project PO P326763

Subject: **Letter of Substantial Completion Building Automation System – Lucio MS, Garcia MS, Southmost ES, Besteiro MS, Paredes ES**

Dear Fernando,

The Building Automation installation performed at the above school buildings has been reviewed and found to be substantially complete in accordance with our scope of work. Per our contract, Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as shown in the table below which is also the date of commencement of applicable warranties required by the Contract Documents

School	Subcontractor	Date of Substantial Completion
Lucio MS	Automated Logic	6/30/2020
Garcia MS	Automated Logic	6/30/2020
Southmost ES	Automated Logic	6/30/2020
Besteiro MS	Automated Logic	6/30/2020
Paredes ES	Automated Logic	7/30/2020

For any warranty or performance related questions, please contact your Schneider Electric Energy Solutions Performance Assurance Support Services (PASS) Representative listed below or the Customer Care Center at 1-800-274-5551.

Jaime Jimenez
Phone: 956-357-8117
Email: Jaime.jimenez@se.com

Sincerely,

Keith Kaiser
Project Manager
Schneider Electric

Fernando Villarreal
Facilities Project Manager
Brownsville ISD

AUTOMATEDLOGIC
United Technologies

August 24, 2020

Re: BISD Besteiro M.S Ph.II

Warranty Letter

To Whom It May Concern,

We are pleased to confirm that we have completed the system installation, start-up and commissioning for the Building Automation System Controls 7.0. Automated Logic warrants to BISD . for the ("Besteiro M.S") that the workmanship and materials are free from defects for a period of one (1) year from the date of System acceptance or beneficial use, whichever occurs first. "Beneficial use" is defined as the date the building owner or its agent ("User") begins to use all or substantially all of the System for its intended purposes whether or not the System has been formally accepted by the User. In the event User gains beneficial use of portions of the System before all of the System is installed, Automated Logic may place such portions under warranty with appropriate notification to User.

During the warranty period, defective materials and workmanship will be repaired or replaced by Automated Logic without charge for either parts or labor. This warranty shall not apply if the System is modified, tampered with, misused, or subjected to abnormal working conditions including but not limited to water damage, misapplication of electrical power that exceeds manufacturer's specified tolerances, negligence, or physical damage to the System.

Automated Logic shall in no event be liable for any special, indirect, incidental, punitive, or consequential damages of any kind or character, including, without limitations, loss of revenue or profits, failure to realize savings or other benefits, loss of data or use, damage to equipment, attorney fees and claims against the purchaser by any third party, even if Automated Logic has been advised of such damages.

Upon discovery of a warranty defect, the User should notify Automated Logic as shown herein to report the condition. Automated Logic warranty service is available Monday through Friday, excluding nationally recognized holidays, from 8:00 AM to 5:00PM local job site time, unless otherwise agreed to in writing between the User and Automated Logic will use its best efforts to provide warranty service within 2 working days after receipt of notification of a possible warranty defect.

In the event Automated Logic responds to a call for which it is determined that no System warranty issues are involved, Automated Logic reserves the right to invoice User for time and materials it expends for such response.

This warranty is in lieu of all other warranties, expressed or implied, and does not include merchantability and fitness for use. This warranty shall go into effect on the warranty start date listed below.

WARRANTY - START DATE: June 30, 2020 **EXPIRATION DATE: June 30, 2021**

WARRANTY CONTACT INFORMATION – Service Support – SanAntonioService@automatedlogic.com

TELEPHONE: 210-658-0900 EMERGENCY / AFTER HOURS TELEPHONE: 210-658-0900

Subscribed and sworn to before me this 25 day of August, 2020.

Notary Public – Signature

Name: Kimberly Frye
(Printed or Typed Name)

My Commission Expires: 08/28/2023

KIMBERLY FRYE
Notary Public, State of Texas
Comm. Expires 08-28-2023
Notary ID 130350608

AUTOMATEDLOGIC

United Technologies

August 24, 2020

Re: BISD Southmost E.S Ph.II

Warranty Letter

To Whom It May Concern,

We are pleased to confirm that we have completed the system installation, start-up and commissioning for the Building Automation System Controls 7.0. Automated Logic warrants to BISD . for the ("Southmost E.S") that the workmanship and materials are free from defects for a period of one (1) year from the date of System acceptance or beneficial use, whichever occurs first. "Beneficial use" is defined as the date the building owner or its agent ("User") begins to use all or substantially all of the System for its intended purposes whether or not the System has been formally accepted by the User. In the event User gains beneficial use of portions of the System before all of the System is installed, Automated Logic may place such portions under warranty with appropriate notification to User.

During the warranty period, defective materials and workmanship will be repaired or replaced by Automated Logic without charge for either parts or labor. This warranty shall not apply if the System is modified, tampered with, misused, or subjected to abnormal working conditions including but not limited to water damage, misapplication of electrical power that exceeds manufacturer's specified tolerances, negligence, or physical damage to the System.

Automated Logic shall in no event be liable for any special, indirect, incidental, punitive, or consequential damages of any kind or character, including, without limitations, loss of revenue or profits, failure to realize savings or other benefits, loss of data or use, damage to equipment, attorney fees and claims against the purchaser by any third party, even if Automated Logic has been advised of such damages.

Upon discovery of a warranty defect, the User should notify Automated Logic as shown herein to report the condition. Automated Logic warranty service is available Monday through Friday, excluding nationally recognized holidays, from 8:00 AM to 5:00PM local job site time, unless otherwise agreed to in writing between the User and Automated Logic will use its best efforts to provide warranty service within 2 working days after receipt of notification of a possible warranty defect.

In the event Automated Logic responds to a call for which it is determined that no System warranty issues are involved, Automated Logic reserves the right to invoice User for time and materials it expends for such response.

This warranty is in lieu of all other warranties, expressed or implied, and does not include merchantability and fitness for use. This warranty shall go into effect on the warranty start date listed below.

WARRANTY - START DATE: June 30, 2020 **EXPIRATION DATE: June 30, 2021**

WARRANTY CONTACT INFORMATION – Service Support – SanAntonioService@automatedlogic.com

TELEPHONE: 210-658-0900 EMERGENCY / AFTER HOURS TELEPHONE: 210-658-0900

Subscribed and sworn to before me this 24 day of August, 2020.

Notary Public – Signature

KIMBERLY FRYE
Notary Public, State of Texas
Comm. Expires 08-28-2023
Notary ID 130350608

Name: Kimberly Frye
(Printed or Typed Name)

My Commission Expires: 08/28/2023

AUTOMATEDLOGIC
United Technologies

August 24, 2020

Re: BISD Lucio M.S Ph.II

Warranty Letter

To Whom It May Concern,

We are pleased to confirm that we have completed the system installation, start-up and commissioning for the Building Automation System Controls 7.0. Automated Logic warrants to BISD . for the ("Lucio M.S") that the workmanship and materials are free from defects for a period of one (1) year from the date of System acceptance or beneficial use, whichever occurs first. "Beneficial use" is defined as the date the building owner or its agent ("User") begins to use all or substantially all of the System for its intended purposes whether or not the System has been formally accepted by the User. In the event User gains beneficial use of portions of the System before all of the System is installed, Automated Logic may place such portions under warranty with appropriate notification to User.

During the warranty period, defective materials and workmanship will be repaired or replaced by Automated Logic without charge for either parts or labor. This warranty shall not apply if the System is modified, tampered with, misused, or subjected to abnormal working conditions including but not limited to water damage, misapplication of electrical power that exceeds manufacturer's specified tolerances, negligence, or physical damage to the System.

Automated Logic shall in no event be liable for any special, indirect, incidental, punitive, or consequential damages of any kind or character, including, without limitations, loss of revenue or profits, failure to realize savings or other benefits, loss of data or use, damage to equipment, attorney fees and claims against the purchaser by any third party, even if Automated Logic has been advised of such damages.

Upon discovery of a warranty defect, the User should notify Automated Logic as shown herein to report the condition. Automated Logic warranty service is available Monday through Friday, excluding nationally recognized holidays, from 8:00 AM to 5:00PM local job site time, unless otherwise agreed to in writing between the User and Automated Logic will use its best efforts to provide warranty service within 2 working days after receipt of notification of a possible warranty defect.

In the event Automated Logic responds to a call for which it is determined that no System warranty issues are involved, Automated Logic reserves the right to invoice User for time and materials it expends for such response.

This warranty is in lieu of all other warranties, expressed or implied, and does not include merchantability and fitness for use. This warranty shall go into effect on the warranty start date listed below.

WARRANTY - START DATE: June 30, 2020 **EXPIRATION DATE: June 30, 2021**

WARRANTY CONTACT INFORMATION – Service Support – SanAntonioService@automatedlogic.com

TELEPHONE: 210-658-0900 EMERGENCY / AFTER HOURS TELEPHONE: 210-658-0900

Subscribed and sworn to before me this 25 day of August, 2020.

KIMBERLY FRYE
Notary Public, State of Texas
Comm. Expires 08-28-2023
Notary ID 130350608

Notary Public -- Signature

Name: Kimberly Frye
(Printed or Typed Name)

My Commission Expires: 08/28/2023

AUTOMATEDLOGIC

United Technologies

August 24, 2020

Re: BISD Garcia E.S Ph.II

Warranty Letter

To Whom It May Concern,

We are pleased to confirm that we have completed the system installation, start-up and commissioning for the Building Automation System Controls 7.0. Automated Logic warrants to BISD . for the ("Garcia E.S") that the workmanship and materials are free from defects for a period of one (1) year from the date of System acceptance or beneficial use, whichever occurs first. "Beneficial use" is defined as the date the building owner or its agent ("User") begins to use all or substantially all of the System for its intended purposes whether or not the System has been formally accepted by the User. In the event User gains beneficial use of portions of the System before all of the System is installed, Automated Logic may place such portions under warranty with appropriate notification to User.

During the warranty period, defective materials and workmanship will be repaired or replaced by Automated Logic without charge for either parts or labor. This warranty shall not apply if the System is modified, tampered with, misused, or subjected to abnormal working conditions including but not limited to water damage, misapplication of electrical power that exceeds manufacturer's specified tolerances, negligence, or physical damage to the System.

Automated Logic shall in no event be liable for any special, indirect, incidental, punitive, or consequential damages of any kind or character, including, without limitations, loss of revenue or profits, failure to realize savings or other benefits, loss of data or use, damage to equipment, attorney fees and claims against the purchaser by any third party, even if Automated Logic has been advised of such damages.

Upon discovery of a warranty defect, the User should notify Automated Logic as shown herein to report the condition. Automated Logic warranty service is available Monday through Friday, excluding nationally recognized holidays, from 8:00 AM to 5:00PM local job site time, unless otherwise agreed to in writing between the User and Automated Logic will use its best efforts to provide warranty service within 2 working days after receipt of notification of a possible warranty defect.

In the event Automated Logic responds to a call for which it is determined that no System warranty issues are involved, Automated Logic reserves the right to invoice User for time and materials it expends for such response.

This warranty is in lieu of all other warranties, expressed or implied, and does not include merchantability and fitness for use. This warranty shall go into effect on the warranty start date listed below.

WARRANTY - START DATE: June 30, 2020 **EXPIRATION DATE: June 30, 2021**

WARRANTY CONTACT INFORMATION – Service Support – SanAntonioService@automatedlogic.com

TELEPHONE: 210-658-0900 EMERGENCY / AFTER HOURS TELEPHONE: 210-658-0900

Subscribed and sworn to before me this 25 day of August, 2020.

Notary Public -- Signature

KIMBERLY FRYE
Notary Public, State of Texas
Comm. Expires 08-28-2023
Notary ID 130350608

Name: Kimberly Frye
(Printed or Typed Name)

My Commission Expires: 08/28/2023

AUTOMATEDLOGIC

United Technologies

September 17, 2020

Re: BISD Paredes E.S Ph.II

Warranty Letter

To Whom It May Concern,

We are pleased to confirm that we have completed the system installation, start-up and commissioning for the Building Automation System Controls 7.0. Automated Logic warrants to BISD . for the ("Paredes E.S") that the workmanship and materials are free from defects for a period of one (1) year from the date of System acceptance or beneficial use, whichever occurs first. "Beneficial use" is defined as the date the building owner or its agent ("User") begins to use all or substantially all of the System for its intended purposes whether or not the System has been formally accepted by the User. In the event User gains beneficial use of portions of the System before all of the System is installed, Automated Logic may place such portions under warranty with appropriate notification to User.

During the warranty period, defective materials and workmanship will be repaired or replaced by Automated Logic without charge for either parts or labor. This warranty shall not apply if the System is modified, tampered with, misused, or subjected to abnormal working conditions including but not limited to water damage, misapplication of electrical power that exceeds manufacturer's specified tolerances, negligence, or physical damage to the System.

Automated Logic shall in no event be liable for any special, indirect, incidental, punitive, or consequential damages of any kind or character, including, without limitations, loss of revenue or profits, failure to realize savings or other benefits, loss of data or use, damage to equipment, attorney fees and claims against the purchaser by any third party, even if Automated Logic has been advised of such damages.

Upon discovery of a warranty defect, the User should notify Automated Logic as shown herein to report the condition. Automated Logic warranty service is available Monday through Friday, excluding nationally recognized holidays, from 8:00 AM to 5:00PM local job site time, unless otherwise agreed to in writing between the User and Automated Logic will use its best efforts to provide warranty service within 2 working days after receipt of notification of a possible warranty defect.

In the event Automated Logic responds to a call for which it is determined that no System warranty issues are involved, Automated Logic reserves the right to invoice User for time and materials it expends for such response.

This warranty is in lieu of all other warranties, expressed or implied, and does not include merchantability and fitness for use. This warranty shall go into effect on the warranty start date listed below.

WARRANTY - START DATE: July 30, 2020 **EXPIRATION DATE: July 30, 2021**

WARRANTY CONTACT INFORMATION – Service Support – SanAntonioService@automatedlogic.com

TELEPHONE: 210-658-0900 EMERGENCY / AFTER HOURS TELEPHONE: 210-658-0900

December 12, 2019

Brownsville ISD
Mr. Fernando Villarreal
3750 Robindale Road
Brownsville, TX 78526

Re: Energy Services Performance Contract – Brownsville ISD - SE Project PC18P0041
BISD Project PO P326763

Subject: **Letter of Substantial Completion Mechanical – Lucio MS, Garcia MS, Southmost ES, Besteiro MS, Paredes ES, Porter HS**

Dear Fernando,

The Mechanical installation performed at the above school buildings has been reviewed and found to be substantially complete in accordance with our scope of work. Per our contract, Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as shown in the table below which is also the date of commencement of applicable warranties required by the Contract Documents

School	Subcontractor	Date of Substantial Completion
Lucio MS	ProTech	9/20/2019
Garcia MS	ProTech	9/20/2019
Besteiro MS	ProTech	9/20/2019
Besteiro MS	TDI	8/14/19
Peredes ES	TDI	8/14/19
Porter HS	TDI	8/14/19
Southmost ES	TDI	8/14/19

For any warranty or performance related questions, please contact your Schneider Electric Energy Solutions Performance Assurance Support Services (PASS) Representative listed below or the Customer Care Center at 1-800-274-5551.

Jaime Jimenez
Phone: 956-357-8117
Email: Jaime.jimenez@se.com

Sincerely,

Daryl Cox
Project Manager
Schneider Electric

Fernando Villarreal
Facilities Project Manager
Brownsville ISD

PRO TECH
MECHANICAL, INC

1622 Saratoga
Corpus Christi, Texas 78417

Telephone: 361-882-2101
Fax: 361-882-2154

Juliet Garcia Middle School

We hereby warrant and guarantee the installation of HVAC systems installed and provided by Pro Tech Mechanical at **Juliet Garcia Middle School in Brownsville ISD** for a period of **(1)** year from the date of substantial completion or the date factory startup was performed on equipment. **Substantial completion has been established as 9-20-2019**

We agree to repair or replace to the satisfaction of the Owner all work that may prove defective in workmanship or materials within that period. Ordinary wear and tear and unusual abuse or neglect, together with all other work that may be damaged or displaced in so doing is not covered by this warranty. Unauthorized modification to any component of the covered system(s) will invalidate this warranty in its entirety.

Executed- 20th day of September 2019

Pro Tech Mechanical, Inc.

Signature

Project Manager
Title

State of Texas
County of NUECES
Subscribed and sworn to before me this 23 day of September, 2019

Dawn Schetzsle
Notary Public

DAWN SCHETZSLE
ID# 12498848-8
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-14-2020

My commission expires: 7-14-20

PRO TECH
MECHANICAL, INC

1622 Saratoga
Corpus Christi, Texas 78417

Telephone: 361-882-2101
Fax: 361-882-2154

Eddie Lucio Middle School

We hereby warrant and guarantee the installation of HVAC systems installed and provided by Pro Tech Mechanical at **Eddie Lucio Middle School in Brownsville ISD** for a period of **(1)** year from the date of substantial completion or the date factory startup was performed on equipment. **Substantial completion has been established as 9-20-2019**

We agree to repair or replace to the satisfaction of the Owner all work that may prove defective in workmanship or materials within that period. Ordinary wear and tear and unusual abuse or neglect, together with all other work that may be damaged or displaced in so doing is not covered by this warranty. Unauthorized modification to any component of the covered system(s) will invalidate this warranty in its entirety.

Executed- 20th day of September 2019

Pro Tech Mechanical, Inc.

Signature

Project Manager
Title

State of Texas
County of NUECES
Subscribed and sworn to before me this 23 day of September, 2019

Dawn Schetzsle
Notary Public

DAWN SCHETZSLE
ID# 12498848-8
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-14-2020

My commission expires: 7-14-20

PRO TECH
MECHANICAL, INC

1622 Saratoga
Corpus Christi, Texas 78417

Telephone: 361-882-2101
Fax: 361-882-2154

Besterio Middle School

We hereby warrant and guarantee the installation of HVAC systems installed and provided by Pro Tech Mechanical at **Besterio Middle School in Brownsville ISD** for a period of **(1)** year from the date of substantial completion or the date factory startup was performed on equipment. **Substantial completion has been established as 9-20-2019**

We agree to repair or replace to the satisfaction of the Owner all work that may prove defective in workmanship or materials within that period. Ordinary wear and tear and unusual abuse or neglect, together with all other work that may be damaged or displaced in so doing is not covered by this warranty. Unauthorized modification to any component of the covered system(s) will invalidate this warranty in its entirety.

Executed- 20th day of September 2019

Pro Tech Mechanical, Inc.

Signature

Project Manager
Title

State of Texas
County of Nueces
Subscribed and sworn to before me this 23 day of September, 2019

Dawn Schetzsle
Notary Public

DAWN SCHETZSLE
ID# 12498848-8
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-14-2020

My commission expires: 7-14-20

Warranty Letter

12/2019

TDIndustries
12700 O'Connor Road
San Antonio Texas 78233

RE: Brownsville ISD Besteiro Middle School
6280 Southmost Road
Brownsville Texas 78521
TDI Project No. B-19199-3-139
Letter of Warranty for Mechanical, Electrical

Daryl Cox

In accordance with Contract documents, beginning and extending as shown below, TDIndustries' warranty will be in effect on the above referenced project.

Warranty effective:	August 14,2019
Warranty expires:	August 13,2020

The Owner has taken beneficial occupancy; therefore, TDIndustries guarantees the material and labor on this project as described below on this project.

This warranty includes the following:

- Repair or replacement of defective plumbing and HVAC materials, fixtures, or equipment furnished by TDIndustries.

This warranty does not include:

- Acts of God, owner abuse, misuse, or neglect.
- Operation of system(s) outside the design parameters.
- Consequential/speculative damages due to failure or rupture of any material installed by TDIndustries, including business interruption, losses, delays, or personnel injuries. It is recommended that the Owner purchase specific insurance coverage for such losses.
- Liability regarding the inappropriate use of products.
- Any work installed by Others.
- Any equipment or apparatus furnished by Others and installed and/or connected by TDIndustries.
- Any work installed by TDIndustries that is extended, rerouted, or otherwise affected by Others.
- Any connection by Others of equipment that damages work installed by TDIndustries, whether it is negligent or in violation of Code on the part of Others.
- Cutting and patching of building surfaces to make repairs on concealed or inaccessible equipment and wiring.
- Repairs required due to extended periods of lack of operation; i.e., flattened bearings, rusted moving parts.
- Restarting of systems shut down by Others.
- Resetting of circuit breakers due to overcurrent or short circuit conditions.
- Regularly required maintenance, lubrication, filter changes, and lamp or luminary replacements.
- Loss of equipment or materials due to freezing.
- Lamps (light bulbs) or luminaries.
- Fuses.
- Service calls for temperature discomfort due to tampering with thermostats.
- Service calls for plumbing stoppages.
- Mold remediation.

General Clarifications:

- The Owner is responsible for routine periodic maintenance on the equipment such as lubrication, filter changes, lamp or luminary replacements, etc. See the Operation and Maintenance Manual for details specific to equipment furnished on this project.
- TDIndustries will accept calls from Owner-designated personnel only.
- All warranty calls must be for a specific reason. Owner-designated personnel must sign for work done.
- Any calls determined as not justifiable warranty calls will be paid for by the Owner.
- All warranty work will be done during normal working hours; i.e., 8am until 5pm, Monday through Friday, excluding holidays. Replacement material will be shipped via regular delivery.

Thank you for the opportunity to be of service. If you have any questions, need additional information, have a warranty call, or for inquiries regarding TDIndustries' Planned Maintenance Programs, please contact our Customer Service Department.

- Dallas – 972-888-9370
- Houston – 713-333-4406
- Austin – 512-445-6060
- San Antonio – 210-656-5511
- Phoenix – 480-967-1777

Sincerely,

Wayne Sides

Project Manager
Wayne Sides

cc:

STATE OF Texas

COUNTY OF Bexar

This instrument was acknowledged before me on this 12TH day of December, 2019, by Wayne Sides, Projet Manager of TD Industries, a Texas corporation.

(SEAL)

VALERIE DAWN SICINA
My Notary ID # 972898
Expires June 28, 2020

Valerie Dawn Sicina

NOTARY PUBLIC, STATE OF Texas

COMMISSION EXPIRES: 6/28/20

NAME: Valerie Dawn Sicina

Warranty Letter

TDIndustries

12/2019

TDIndustries
12700 O'Connor Road
San Antonio Texas 78233

RE: Brownsville ISD Southmost Elementary
5245 Southmost Blvd.
Brownsville Texas 78521
TDI Project No. B-19199-3-139
Letter of Warranty for Mechanical, Electrical

Daryl Cox

In accordance with Contract documents, beginning and extending as shown below, TDIndustries' warranty will be in effect on the above referenced project.

Warranty effective:	August 14, 2019
Warranty expires:	August 13, 2020

The Owner has taken beneficial occupancy; therefore, TDIndustries guarantees the material and labor on this project as described below on this project.

This warranty includes the following:

- Repair or replacement of defective plumbing and HVAC materials, fixtures, or equipment furnished by TDIndustries.

This warranty does not include:

- Acts of God, owner abuse, misuse, or neglect.
- Operation of system(s) outside the design parameters.
- Consequential/speculative damages due to failure or rupture of any material installed by TDIndustries, including business interruption, losses, delays, or personnel injuries. It is recommended that the Owner purchase specific insurance coverage for such losses.
- Liability regarding the inappropriate use of products.
- Any work installed by Others.
- Any equipment or apparatus furnished by Others and installed and/or connected by TDIndustries.
- Any work installed by TDIndustries that is extended, rerouted, or otherwise affected by Others.
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- Repairs required due to extended periods of lack of operation; i.e., flattened bearings, rusted moving parts.
- Restarting of systems shut down by Others.
- Resetting of circuit breakers due to overcurrent or short circuit conditions.
- Regularly required maintenance, lubrication, filter changes, and lamp or luminary replacements.
- Loss of equipment or materials due to freezing.
- Lamps (light bulbs) or luminaries.
- Fuses.
- Service calls for temperature discomfort due to tampering with thermostats.
- Service calls for plumbing stoppages.
- Mold remediation.

General Clarifications:

- The Owner is responsible for routine periodic maintenance on the equipment such as lubrication, filter changes, lamp or luminary replacements, etc. See the Operation and Maintenance Manual for details specific to equipment furnished on this project.
- TDIndustries will accept calls from Owner-designated personnel only.
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Thank you for the opportunity to be of service. If you have any questions, need additional information, have a warranty call, or for inquiries regarding TDIndustries' Planned Maintenance Programs, please contact our Customer Service Department.

- Dallas – 972-888-9370
- Houston – 713-333-4406
- Austin – 512-445-6060
- San Antonio – 210-656-5511
- Phoenix – 480-967-1777

Sincerely,

Wayne Sides

Project Manager
Wayne Sides

cc:

STATE OF Texas

COUNTY OF Bexar

This instrument was acknowledged before me on this 12TH day of December, 2019, by Wayne Sides, Project Manager of TD Industries, a Texas corporation.

(SEAL)

VALERIE DAWN SICINA
My Notary ID # 972898
Expires June 28, 2020

Valerie Dawn Sicina

NOTARY PUBLIC, STATE OF Texas

COMMISSION EXPIRES: 6/28/20

NAME: Valerie Dawn Sicina

Warranty Letter

12/2019

TDIndustries
12700 O'Connor Road
San Antonio Texas 78233

RE: Brownsville ISD Porter Early College High School
3500 International Blvd.
Brownsville Texas 78521
TDI Project No. B-19199-3-139
Letter of Warranty for Mechanical, Electrical

Daryl Cox

In accordance with Contract documents, beginning and extending as shown below, TDIndustries' warranty will be in effect on the above referenced project.

Warranty effective:	August 14,2019
Warranty expires:	August 13,2020
RA400 Warranty effective:	July 31,2019
RA400 Warranty expires:	July 30,2020

The Owner has taken beneficial occupancy; therefore, TDIndustries guarantees the material and labor on this project as described below on this project.

This warranty includes the following:

- Repair or replacement of defective plumbing and HVAC materials, fixtures, or equipment furnished by TDIndustries.

This warranty does not include:

- Acts of God, owner abuse, misuse, or neglect.
- Operation of system(s) outside the design parameters.
- Consequential/speculative damages due to failure or rupture of any material installed by TDIndustries, including business interruption, losses, delays, or personnel injuries. It is recommended that the Owner purchase specific insurance coverage for such losses.
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- Resetting of circuit breakers due to overcurrent or short circuit conditions.
- Regularly required maintenance, lubrication, filter changes, and lamp or luminary replacements.
- Loss of equipment or materials due to freezing.
- Lamps (light bulbs) or luminaries.
- Fuses.
- Service calls for temperature discomfort due to tampering with thermostats.

- Service calls for plumbing stoppages.
- Mold remediation.

General Clarifications:

- The Owner is responsible for routine periodic maintenance on the equipment such as lubrication, filter changes, lamp or luminary replacements, etc. See the Operation and Maintenance Manual for details specific to equipment furnished on this project.
- TDIndustries will accept calls from Owner-designated personnel only.
- All warranty calls must be for a specific reason. Owner-designated personnel must sign for work done.
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- Dallas – 972-888-9370
- Houston – 713-333-4406
- Austin – 512-445-6060
- San Antonio – 210-656-5511
- Phoenix – 480-967-1777

Sincerely,

Wayne Sides

Project Manager
Wayne Sides

cc:

STATE OF Texas

COUNTY OF Bexar

This instrument was acknowledged before me on this 12TH day of December, 2019, by Wayne Sides, Project Manager of TD Industries, a Texas corporation.

(SEAL)

VALERIE DAWN SICINA
My Notary ID # 972898
Expires June 28, 2020

Valerie Dawn Sicina

NOTARY PUBLIC, STATE OF Texas

COMMISSION EXPIRES: 6/28/20

NAME: Valerie Dawn Sicina

Warranty Letter

12/2019

TDIndustries
12700 O'Connor Road
San Antonio Texas 78233

RE: Brownsville ISD Paredes Elementary School
3700 Heritage Trail
Brownsville Texas 78526
TDI Project No. B-19199-3-139
Letter of Warranty for Mechanical, Electrical

Daryl Cox

In accordance with Contract documents, beginning and extending as shown below, TDIndustries' warranty will be in effect on the above referenced project.

Warranty effective: August 14,2019
Warranty expires: August 13,2020

The Owner has taken beneficial occupancy; therefore, TDIndustries guarantees the material and labor on this project as described below on this project.

This warranty includes the following:

- Repair or replacement of defective plumbing and HVAC materials, fixtures, or equipment furnished by TDIndustries.

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- Restarting of systems shut down by Others.
- Resetting of circuit breakers due to overcurrent or short circuit conditions.
- Regularly required maintenance, lubrication, filter changes, and lamp or luminary replacements.
- Loss of equipment or materials due to freezing.
- Lamps (light bulbs) or luminaries.
- Fuses.
- Service calls for temperature discomfort due to tampering with thermostats.
- Service calls for plumbing stoppages.
- Mold remediation.

General Clarifications:

- The Owner is responsible for routine periodic maintenance on the equipment such as lubrication, filter changes, lamp or luminary replacements, etc. See the Operation and Maintenance Manual for details specific to equipment furnished on this project.
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- Dallas – 972-888-9370
- Houston – 713-333-4406
- Austin – 512-445-6060
- San Antonio – 210-656-5511
- Phoenix – 480-967-1777

Sincerely,

Wayne Sides

Project Manager
Wayne Sides

cc:

STATE OF Texas

COUNTY OF Bexar

This instrument was acknowledged before me on this 12TH day of December, 2019, by Wayne Sides, Project Manager of TD Industries, a Texas corporation.

(SEAL)

VALERIE DAWN SICINA
My Notary ID # 972898
Expires June 28, 2020

Valerie Dawn Sicina

NOTARY PUBLIC, STATE OF Texas

COMMISSION EXPIRES: 6/28/20

NAME: Valerie Dawn Sicina

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

Item Title:			
	Energy Conservation – Design-Build	**X**	**Action**
	LED Lighting Retrofit Phase I		**Information**
	Substantial Completion		**Discussion**

BACKGROUND:

The Energy Conservation Design-Build – LED Lighting Retrofit Phase I project is ready for Substantial Completion acceptance by the Brownsville ISD Board of Trustees. The Project Engineer, General Contractor, BISD Facilities Department Administrative staff, and the Third Party Reviewer conducted a walk-thru at all campuses listed below. As a result, the Administration recommends substantial completion acceptance for this project. Attached for reference, please find the following documents:

LED Lighting Retrofit
- Porter ECHS, Besteiro MS, Garcia MS, Lucio MS, Aiken ES, Paredes ES, Southmost ES, and Aquatic Center

- Cover Letter from the Project Manager
- Substantial Completion Certificate

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Recommend approval to authorize the Administration to accept the Energy Conservation Design-Build – LED Lighting Retrofit Phase I project as substantially complete for Porter ECHS, Besteiro MS, Garcia MS, Lucio MS, Aiken ES, Paredes ES, Southmost ES, and Aquatic Center.

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 9/30/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONSTRUCTION MANAGER - ADVISER EDITION
AIA DOCUMENT G704/CMa

OWNER ☐
CONSTRUCTION MANAGER ☒
ARCHITECT ☐
CONTRACTOR ☒
FIELD ☐
OTHER ☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

PROJECT: (Name and address) **Brownsville ISD** Various

PROJECT NOS: **SE Project#PC18P0008**
BISD PO# P317802
CONTRACT FOR: **Construction Agreement**
CONTRACT DATE: **8/2/2018**

TO OWNER: (Name and address) **Brownsville ISD**
MR. Fernando Villarreal
3750 Robindale Road
Brownsville, TX 78526

TO CONTRACTOR: (Name and address) **Schneider Electric**
1650 West Crosby Rd.
Carrollton, TX 75006

DATE OF ISSUANCE **[9/22/2020]**
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The lighting retrofits performed at the below school buildings has been reviewed and found to be substantially complete in accordance with our scope of work. Per our contract, Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as shown in the table below which is also the date of commencement of applicable warranties required by the Contract Documents.

School	Date of Substantial Completion
Lighting Retrofits	
Porter Early College High School	January 18, 2019
Besteiro Middle School	January 18, 2019
Garcia Middle School	January 18, 2019
Lucio Middle School	January 18, 2019
Aiken Elementary	January 18, 2019
Paredes Elementary	January 18, 2019
Southmost Elementary	January 18, 2019
Aquatic Center	September 18, 2020

The work performed under this Contract has been reviewed and found, to the Construction Inspectors knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established in the chart

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Electronic Format G704/Cma - 1992

above, which is also the date of commencement of applicable warranties required by the Contract Documents:

CONSTRUCTION MANAGER	Brian Toce BY	9/23/20 DATE
BISD Superintendent	Dr. Rene Guitierrez BY	 DATE
Ethos Engineering, 3rd Party Reviewer	Cesar Gonzalez BY	9/23/2020 DATE

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Electronic Format G704/Cma - 1992

Fernando Villarreal
Brownsville ISD
3750 Robindale Road
Brownsville, TX 78526

Re: Brownsville ISD – PC18P0008
Subject: ***Letter of Substantial Completion – Lighting Retrofit***

Mr. Villarreal,

Schneider Electric Energy and Sustainability Services certifies the conservation measures have been furnished, installed, and verified for proper operation at the above project site. After the dates listed with the associated scopes of work Brownsville ISD is responsible to maintain the system per the manufacturer's recommendations.

The date of Substantial Completion is established by the table below, which is also the date of commencement of applicable warranties required by the contract documents.

Objective:
The proposal below was developed by Schneider Electric based on the following goals:

- *Replace all interior lighting at the schools identified below with new LED equivalents*
- *Replace all exterior lighting at the schools identified below with new LED equivalents*
- *Reduce the overall utility spend of Brownsville ISD*
- *Provide bulbs and fixtures with an expected useful life that exceeds 20 years, significantly reducing cost for repair and replacement*
- *Provide the most cost-effective lighting solution using high quality LED products*

Schneider Electric proposes to provide and install new LED lighting solutions for the interior and exterior of the schools listed above. All material, labor, equipment, deposal, and supervision to implement this lighting project is included. Interior 4' T8 LED Tube lights under typical operation include a 20-year warranty.

Scope:

Location	Warranty Date
Porter Early College High School	January 18, 2019
Besteiro Middle School	January 18, 2019
Garcia Middle School	January 18, 2019
Lucio Middle School	January 18, 2019
Aiken Elementary	January 18, 2019
Paredes Elementary	January 18, 2019
Southmost Elementary	January 18, 2019
Aquatic Center	September 18, 2020

Sincerely,
Chuck Lewis
Project Manager

Fernando Villareal, Brownsville ISD

Chuck Lewis — 9/21/20
Project Manager — Date

F Villareal
Client Signature — Date

Schneider Electric Energy and Sustainability Services, 1650 West Crosby Road, Carrollton, TX 75006 USA
Tel. +1 972 323 1111 Fax +1 972 242 5498 www.schneider-electric.com/

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/20

Item Title: O'Hanlon, Demerath & Castillo

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

BACKGROUND:

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

- August 4 – 24, 2020, invoice #21511, $ 3,547.50

FISCAL IMPLICATIONS:

RECOMMENDATION:

Recommend approval for payment in the amount of $ 3,547.50 to O'Hanlon, Demerath & Castillo for legal services.

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Submitted by: Superintendent

Recommended by: Asst. Supt./CFO

Approved by: Deputy Superintendent

René Gutierrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

O'HANLON, DEMERATH & CASTILLO
808 WEST AVENUE
AUSTIN, TX 78701
EIN: 26-2691915 COMP ID: 32036745696

(512) 494-9949

Invoice submitted to:

Brownsville ISD

Dr. René Gutiérrez
Superintendent
1900 Price Road
Brownsville, TX 78521

September 23, 2020
In Reference To: General Legal Services
Invoice #21511

Professional Services

			Rate	Hours	Amount
		General			
8/4/2020	KTO	Phone call with Superintendent Gutierrez, research re enforceability of county orders	$215.00/hr	1.10	$236.50
8/6/2020	KTO	Draft memo re reopening	$215.00/hr	2.70	$580.50
		SUBTOTAL:		[3.80	$817.00]
		TX v. Sylvia Atkinson			
8/24/2020	KTO	Review pleadings, research and work on show cause response	$215.00/hr	5.00	$1,075.00
	AW	Telephone call with D. Campbell and client regarding factual background in preparation of response to State's Motion for Insurance of Order to Show Cause.	$215.00/hr	0.20	$43.00
	AW	Edit Gutierrez's response to State's Motion for Issuance of Order to Show Cause.	$215.00/hr	0.70	$150.50
	AW	Conference with K. O'Hanlon and D. Campbell regarding factual background and legal strategy regarding BISD's response to State's Motion for Issuance of Order to Show Cause.	$215.00/hr	1.00	$215.00
	DC	Telephone call with District's legal counsel regarding background for Motion for Issuance of Order to Show Cause	$215.00/hr	0.20	$43.00

			Rate	Hours	Amount
8/24/2020	DC	Review Motion for Issuance of Order to Show Cause	$215.00/hr	0.20	$43.00
	DC	Prepare initial draft of Opposition to Motion for Issuance of Order to Show Cause	$215.00/hr	5.40	$1,161.00
	SUBTOTAL:			[12.70	$2,730.50]
	For professional services rendered			16.50	$3,547.50
	Additional Charges :				
	TX v. Sylvia Atkinson				
8/24/2020	DC	Filing fee for Notice of Appearance and Opposition to Motion to Compel			NO CHARGE
	SUBTOTAL:				[0.00]
	Total additional charges				$0.00
	Total amount of this bill				$3,547.50
	Previous balance				$2,322.00
	Accounts receivable transactions				
9/8/2020	Payment - thank you. Check No. 254444				($2,322.00)
	Total payments and adjustments				($2,322.00)
	Balance due				$3,547.50

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

Item Title: Payment to Architectural Services
ROFA Architects
Sams's Stadium Renovations Improvements

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:			Amount:
ROFA Architect	**Sam's Stadium Renovations Improvements**			Payment #2
	Original Contract Fee Amount:			$400,000.00
	Allowable for Reimbursable Expenses			$18,150.00
	Total Contract Amount			$400,000.00
	Program & Schematic Design:	10%	Complete	$2,419.14
	Design Development	15%	Complete	$3,628.71
	Construction Documents	45%	Complete	$10,886.12
	Bidding:	5%	Complete	$1,209.57
	Construction:	25%	Complete	$0.00
	Previously Invoiced:			$18,150.00
	Current Payment Due:			**$21,135.79**
	Balance to Finish:			$360,714.21

FISCAL IMPLICATIONS:

Tax Rate Increase Fund 188: $21,135.79

RECOMMENDATION:

Recommend approval of Payment #2 for a total of $21,135.79 as partial payment to ROFA Architects, for Architectural Services work completed on the Sam's Stadium Renovation Improvements 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. Nellie Cantu 9/30/20
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

rofa architects

rike ogden figueroa allex

9/10/2020

INVOICE 2018.15A.01 **Sam's Memorial Stadium Renovations Improvements**
Abatement and Demolition of Obsolete Buildings
BISD

Purchase Order No. **P338835**

$	372,175.00	Low Bid Amount on **Abatement and Demolition** (subject to change)
	6.50%	
$	24,191.38	

	percent of fee	percent complete	A/E fee due		less previous paid invoices		balance due
Program & Schematic Design	10%	100%	$ 2,419.14	-	$ -	=	$ 2,419.14
Design Development	15%	100%	$ 3,628.71	-	$ -	=	$ 3,628.71
Construction Documents	45%	100%	$ 10,886.12	-	$ -	=	$ 10,886.12
Bidding	5%	100%	$ 1,209.57	-	$ -	=	$ 1,209.57
Construction	25%	0%	$ -		$ -		$ -
Basic A/E Services Total			$ 18,143.54	-	$ -	=	$ 18,143.54
Reimbursable Expenses:							
Printing contract documents			$ 492.25	-	$ -	=	$ 492.25
Structural Bldg. Assessment (Hinojosa Eng.)			$ 2,500.00	-	$ -	=	$ 2,500.00
Texas Department of Licensing & Regulation			$ -	-	$ -	=	$ -

Architectural/ Engineering fee balance due **$ 21,135.79**

9/22/2020

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

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

INVOICE

Invoice Number: 130205
Invoice Date: Sep 10, 2020
Page: 1
Duplicate

Bill To:
RIKE OGDEN FIGUEROA ALLEX 1007 Walnut McAllen, TX 78501 USA

Ship to:
RIKE OGDEN FIGUEROA ALLEX 1007 Walnut McAllen, TX 78501 USA

Customer ID	Customer PO	Payment Terms	
RIKE OG	2018.15	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Vic		10/10/20

Quantity	Item	Description	Unit Price	Amount
330.00	3200A-01	5 original 11 each 24x36	0.28	90.75
11.00	2543-01	BINDING -WIDE FORMAT	1.00	11.00
3,630.00	2500A-01	330 original 11 each 8.5x11	0.10	363.00
11.00	2542-01	BINDING -SPECS	2.00	22.00
22.00	2500A-01	11 original 2 each 8.5x11	0.10	2.20
12.00	3200A-01	1 original 2 each 24x36	0.28	3.30
		Addendum # 1 Brownsville ISD Sams Memorial Stadium Improvements Abatement & Demolition of Obsolete Buildings		

Subtotal	492.25
Sales Tax	
Total Invoice Amount	492.25
Payment/Credit Applied	
TOTAL	**492.25**

Check/Credit Memo No:

HINOJOSA
ENGINEERING, INC
STRUCTURAL - CIVIL

INVOICE

DATE: September 10, 2020
INVOICE # 20-124

REGISTRATION NO. F-908 EXPIRATION DATE 9/30/20
108 WEST 18TH STREET MISSION, TEXAS 78572
(956)581-0143 OFFICE (956)581-2074 FAX

CLIENT
Mr. Luis Figueroa
ROFA Architects
1007 Walnut Ave.
McAllen, Texas 78501

Attn: Mr. Luis Figueroa

PROJECT NAME
Brownsville ISD Landreth Bldg. Assessment

FOR PROFESSIONAL SERVICES PERFORMED

SCOPE OF WORK

Structural Assessment for existing structure located 216 W. Elizabeth Street, Brownsville, Texas

STRUCTURAL ENGINEERING FEE	TOTAL EARNED TO DATE	LESS PREVIOUS PAYMENT	AMOUNT DUE TO THIS INVOICE
$2,500.00	$2,500.00		$2,500.00

Please make check payable to **HINOJOSA ENGINEERING INC.** in the amount of **$2,500.00**

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: 9/22/2020

Vendor (Existing POs)	*Check#/Invoice#*	PO #	PO Amount	Paid Amount	Balance on PO
ROFA	*Arch. Services*	**P338835**	$400,000.00		**$400,000.00**
Partial Payment #1 on February 11, 2020				$18,150.00	$381,850.00
Partial Payment #2 on October 06, 2020				$21,135.79	$360,714.21

Fully PAID

M Garcia Engineering, LLC	*Boundary & Topo.*	**348563**	$18,000.00		**$18,000.00**
Partial Payment # 1 August 05, 2020	*Invoice #18-147-001*			$18,000.00	**$0.00**
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**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

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 #3
	Original Contract Fee Amount:			$376,500.00
	Aiken ES (#133):	18.55%	Complete	$6,985.00
	Champion ES (#136):	18.55%	Complete	$6,985.00
	Del Castillo ES (#120):	18.55%	Complete	$6,985.00
	Egly ES (#123):	18.55%	Complete	$6,985.00
	El Jardin ES (#105):	18.55%	Complete	$6,985.00
	Gonzalez ES (#130):	18.55%	Complete	$6,985.00
	Morningside ES (#129):	18.55%	Complete	$6,985.00
	Palm Grove ES (#122):	18.55%	Complete	$6,985.00
	Perez ES (#122):	18.55%	Complete	$6,985.00
	Vermillion ES (#126):	18.55%	Complete	$6,985.00
	Previously Invoiced:			$37,600.00
	Current Payment Due:			**$32,250.00**
	Balance to Finish:			$306,650.00

FISCAL IMPLICATIONS:

Tax Rate Increase Fund 188: $32,250.00

RECOMMENDATION:

Recommend approval of Payment #3 for $32,250.00 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 9/30/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

HALFF

September 1, 2020
AVO 36427.001

Fernando E. Villarreal
Project/Facilities Manager
Facilities Department
Brownsville ISD

RE: BISD / 10 Campus Mini-Gym Improvements Invoice 3

Dear Sir:

Please find enclosed Invoice #10041805 in the amount of $32,250. 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: 08/31/2020
Invoice: 10041805
Project: 036427.001
PO No.: P359413

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

For Professional Services Rendered through: August 16, 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	*18.55*	6,985.00	3,760.00	3,225.00
000002 - Champion Elementary (#136)	37,650.00	*18.55*	6,985.00	3,760.00	3,225.00
000003 - Del Castillo Elementary (#120)	37,650.00	*18.55*	6,985.00	3,760.00	3,225.00
000004 - Egly Elementary (#123)	37,650.00	*18.55*	6,985.00	3,760.00	3,225.00
000005 - El Jardin Elementary (#105)	37,650.00	*18.55*	6,985.00	3,760.00	3,225.00
000006 - Gonzalez Elementary (#130)	37,650.00	*18.55*	6,985.00	3,760.00	3,225.00
000007 - Morningside Elementary (#129)	37,650.00	*18.55*	6,985.00	3,760.00	3,225.00
000008 - Palm Grove Elementary (#122)	37,650.00	*18.55*	6,985.00	3,760.00	3,225.00
000009 - Perez Elementary (#122)	37,650.00	*18.55*	6,985.00	3,760.00	3,225.00
000010 - Vermillion Elementary (#126)	37,650.00	*18.55*	6,985.00	3,760.00	3,225.00
Total Lump Sum Services:	376,500.00	*18.55*	69,850.00	37,600.00	32,250.00

Remaining Fee: 306,650.00

Total Earned to Date:	69,850.00
Less Previous Billed:	37,600.00
Amount Due this Invoice:	**32,250.00**

Outstanding Invoices:

Number	Date	Balance
10040648	08/03/2020	20,800.00
Total		**20,800.00**

Remit payment to P.O. Box 678316, Dallas, TX 75267-8316
Reference Project 036427.001 and Invoice 10041805
Contact Karen Highlander at khighlander@halfftritex.com with any billing questions.

Fee Itemization Schedule

Project	BISD Mini-Gym HVAC and Additions for 10 Campuses	PO #	P359413
Date	31-Aug-20	Requisition #	PR429633
Invoice #	3	Vendor #	V019459

Campus	Fee Type	Task	Fee($)	% Complete	Bill to Date ($)	Prev. Billed ($)	Current Due($)
Aikens	Basic	Arch. Draft	$3,300	35%	$1,155	$660	$495
		MEP Design	$6,300	10%	$630	$0	$630
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	60%	$4,200	$2,100	$2,100
		Civil CA	$2,500		$0	$0	$0
	Addtnl Services	Const. Staking Allowance	$600		$0	$0	$0
		ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**18.6%**	**$6,985**	**$3,760**	**$3,225**
Champion	Basic	Arch. Draft	$3,300	35%	$1,155	$660	$495
		MEP Design	$6,300	10%	$630	$0	$630
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	60%	$4,200	$2,100	$2,100
		Civil CA	$2,500		$0	$0	$0
	Addtnl Services	Const. Staking Allowance	$600		$0	$0	$0
		ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**18.6%**	**$6,985**	**$3,760**	**$3,225**
Del Castillo	Basic	Arch. Draft	$3,300	35%	$1,155	$660	$495
		MEP Design	$6,300	10%	$630	$0	$630
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	60%	$4,200	$2,100	$2,100
		Civil CA	$2,500		$0	$0	$0
	Addtnl Services	Const. Staking Allowance	$600		$0	$0	$0
		ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**18.6%**	**$6,985**	**$3,760**	**$3,225**
		Arch. Draft	$3,300	35%	$1,155	$660	$495
		MEP Design	$6,300	10%	$630	$0	$630

Egly	Basic	MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	60%	$4,200	$2,100	$2,100
		Civil CA	$2,500		$0	$0	$0
	Addtnl Services	Const. Staking Allowance	$600		$0	$0	$0
		ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**18.6%**	**$6,985**	**$3,760**	**$3,225**
El Jardin	Basic	Arch. Draft	$3,300	35%	$1,155	$660	$495
		MEP Design	$6,300	10%	$630	$0	$630
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	60%	$4,200	$2,100	$2,100
		Civil CA	$2,500		$0	$0	$0
	Addtnl Services	Const. Staking Allowance	$600		$0	$0	$0
		ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**18.6%**	**$6,985**	**$3,760**	**$3,225**
Gonzalez	Basic	Arch. Draft	$3,300	35%	$1,155	$660	$495
		MEP Design	$6,300	10%	$630	$0	$630
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	60%	$4,200	$2,100	$2,100
		Civil CA	$2,500		$0	$0	$0
	Addtnl Services	Const. Staking Allowance	$600		$0	$0	$0
		ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**18.6%**	**$6,985**	**$3,760**	**$3,225**
Morningside	Basic	Arch. Draft	$3,300	35%	$1,155	$660	$495
		MEP Design	$6,300	10%	$630	$0	$630
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	60%	$4,200	$2,100	$2,100
		Civil CA	$2,500		$0	$0	$0
		Const. Staking Allowance	$600		$0	$0	$0

	Addtnl Services	ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**18.6%**	**$6,985**	**$3,760**	**$3,225**
Palm Grove	Basic	Arch. Draft	$3,300	35%	$1,155	$660	$495
		MEP Design	$6,300	10%	$630	$0	$630
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	60%	$4,200	$2,100	$2,100
		Civil CA	$2,500		$0	$0	$0
		Const. Staking Allowance	$600		$0	$0	$0
	Addtnl Services	ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**18.6%**	**$6,985**	**$3,760**	**$3,225**
Perez	Basic	Arch. Draft	$3,300	35%	$1,155	$660	$495
		MEP Design	$6,300	10%	$630	$0	$630
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	60%	$4,200	$2,100	$2,100
		Civil CA	$2,500		$0	$0	$0
		Const. Staking Allowance	$600		$0	$0	$0
	Addtnl Services	ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**18.6%**	**$6,985**	**$3,760**	**$3,225**
Vermillion	Basic	Arch. Draft	$3,300	35%	$1,155	$660	$495
		MEP Design	$6,300	10%	$630	$0	$630
		MEP CA	$4,500		$0	$0	$0
		Struct. Design	$3,100		$0	$0	$0
		Structural CA	$1,250		$0	$0	$0
	Supple-mental	Survey	$1,000	100%	$1,000	$1,000	$0
		Civil Design	$7,000	60%	$4,200	$2,100	$2,100
		Civil CA	$2,500		$0	$0	$0
		Const. Staking Allowance	$600		$0	$0	$0
	Addtnl Services	ADA/TDLR Allowance	$1,400		$0	$0	$0
		Windstorm Cert.	$2,700		$0	$0	$0
		Irrig/Land Allowance	$1,500		$0	$0	$0
		General Design Allowanc	$2,500		$0	$0	$0
	Campus Total		**$37,650**	**18.6%**	**$6,985**	**$3,760**	**$3,225**
Grand Total			**$376,500**	**18.6%**	**$69,850**	**$37,600**	**$32,250**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

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 #12
	Original Contract Fee Amount:		$8,408,940.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$8,408,940.00
	Total Completed & Stored to Date:		$7,668,286.34
	Retainage:		
	5% Retainage of Complete Work:	$383,283.57	
	5% Retainage on Stored Materials:	$130.75	
	Total Retainage:	$383,414.32	
	Total Earned Less Retainage:		$7,284,872.02
	Less Previous Certificates of Payment:		$6,969,122.99
	Current Payment Due:		**$315,749.03**
	Balance to Finish Plus Retainage:		$1,124,067.98

FISCAL IMPLICATIONS:

Tax Rate Increase Fund 188: $315,749.03

RECOMMENDATION:

Recommend approval of Payment #12 for $315,749.03 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
Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nellie Cantu 9/30/20
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.

GMS ARCHITECTS

September 18, 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 Twelve (12). This covers work completed or stored for the above referenced project thru September 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: **Twelve**
PERIOD TO: **9/08/2020**
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** P348641

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 8,408,940.00
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1+2)		$ 8,408,940.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)		$ 7,668,286.34
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E)	$ 383,283.57	
b. 5 % of Stored Material (Column F)	$ 130.75	
Total Retainage (Lines 5a + 5b or Total in Column I)		$ 383,414.32
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 7,284,872.02
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 6,969,122.99
8. CURRENT PAYMENT DUE		$ 315,749.03
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less line 6)		$ 1,124,067.98

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: **9/18/2020**

State of: **TEXAS**
County of: **HIDALGO**
Subscribed and sworn to before me this **18th** day of **September, 2020**
Notary Public: A Stevens
My Commission expires: April 26, 2024

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 315,749.03

(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: 9/18/2020

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

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Twelve
APPLICATION DATE: 9/18/2020
PERIOD TO: 9/8/2020
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	130,812.00	11,892.00		142,704.00	92.30%	11,904.00	7,135.20
	Insurance 3,489	70,876.00	63,890.00	3,489.00		67,379.00	95.07%	3,497.00	3,368.95
	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		1,600.00	100.00%	-	80.00
	Labor	2,000.00	1,000.00	1,000.00		2,000.00	100.00%	-	100.00
	C/O	1,000.00	1,000.00			1,000.00	100.00%	-	50.00
	Labor	400.00	400.00			400.00	100.00%	-	20.00
	6" sewerline	3,198.00	3,198.00			3,198.00	100.00%	-	159.90
	Labor	2,214.00	2,214.00			2,214.00	100.00%	-	110.70
	Cut and restore pavement	32,900.00	24,675.00	8,225.00		32,900.00	100.00%	-	1,645.00
	Labor	14,000.00	10,500.00	3,500.00		14,000.00	100.00%	-	700.00
	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

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APPLICATION DATE: 9/18/2020
PERIOD TO: 9/8/2020
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)
	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	3,200.00		4,400.00	100.00%	-	220.00
	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	7,850.00		29,830.00	93.69%	2,010.00	1,491.50
	Labor	13,620.00	9,402.00	3,360.00		12,762.00	93.70%	858.00	638.10
	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		1,350.00	100.00%	-	67.50
	Labor	863.00		863.00		863.00	100.00%	-	43.15
	Concrete Paving	68,825.30	40,374.00	28,451.30		68,825.30	100.00%	-	3,441.27
	Labor	28,262.00	16,579.00	11,683.00		28,262.00	100.00%	-	1,413.10
	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		5,320.00	100.00%	-	266.00
	Labor	2,708.00		2,708.00		2,708.00	100.00%	-	135.40
	Paving Hotmix	6,660.00		6,660.00		6,660.00	100.00%	-	333.00
	Labor	2,656.00		2,656.00		2,656.00	100.00%	-	132.80
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, Material	9,453.00		9,453.00		9,453.00	100.00%	-	472.65

CONTINUATION SHEET

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APPLICATION NO: Twelve
APPLICATION DATE: 9/18/2020
PERIOD TO: 9/8/2020
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, Labor	2,869.00		1,000.00		1,000.00	34.86%	1,869.00	50.00
	Chain link Fence Gate, Material	3,280.00		3,280.00		3,280.00	100.00%	-	164.00
	Chain link Fence Gate, Labor	2,198.00				-		2,198.00	-
215	Striping & Car Stops	5,430.00				-		5,430.00	-
223	Landscape Materials	33,020.00				-		33,020.00	-
	Labor	24,000.00				-		24,000.00	-
	Irrigation Materials	14,817.00		12,594.45		12,594.45	85.00%	2,222.55	629.72
	Labor	10,450.00		7,315.00		7,315.00	70.00%	3,135.00	365.75
	Meter	3,200.00		3,200.00		3,200.00	100.00%	-	160.00
	Sleeves	1,300.00		1,300.00		1,300.00	100.00%	-	65.00
	Irrigation Maintenance	-				-		-	-
	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

CONTINUATION SHEET

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APPLICATION DATE: 9/18/2020
PERIOD TO: 9/8/2020
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)
	Materials	72,000.00	72,000.00			72,000.00	100.00%	-	3,600.00
	METALS								
501	Shop Drawings	6,000.00	6,000.00			6,000.00	100.00%	-	300.00
	Structural Steel	45,000.00	45,000.00			45,000.00	100.00%	-	2,250.00
	Fabrication	19,555.00	19,555.00			19,555.00	100.00%	-	977.75
	Erection	25,000.00	25,000.00			25,000.00	100.00%	-	1,250.00
	Steel Joist & Decking, Material	274,876.00	274,876.00			274,876.00	100.00%	-	13,743.80
	Steel Joist & Decking, Labor	90,000.00	90,000.00			90,000.00	100.00%	-	4,500.00
	Decking Installation	75,569.00	75,569.00			75,569.00	100.00%	-	3,778.45
	Aluminum Ladder, Material	3,500.00	3,500.00			3,500.00	100.00%	-	175.00
	Aluminum Ladder, Labor	2,000.00	2,000.00			2,000.00	100.00%	-	100.00
	Wall Canopy Material	3,826.44	3,826.44			3,826.44	100.00%	-	191.32
	Wall Canopy Labor	3,259.56	2,444.67			2,444.67	75.00%	814.89	122.23
	Walkway Canopy Material	12,521.58				-		12,521.58	-
	Walkway Canopy Labor	12,992.42				-		12,992.42	-
	Trellis/Shade Materials	5,227.50	5,227.50			5,227.50	100.00%	-	261.38
	Trellis/Shade Labor	7,522.50	7,522.50			7,522.50	100.00%	-	376.13
	WOODS & PLASTICS								
601	Roof Nailers Materials	3,060.00	3,060.00			3,060.00	100.00%	-	153.00
	Roof Nailer Labor	1,880.00	1,880.00			1,880.00	100.00%	-	94.00
	Framing for Concession Stand Area	12,760.00	12,760.00			12,760.00	100.00%	-	638.00
	Labor	4,582.00	4,582.00			4,582.00	100.00%	-	229.10
	Decorative Trim	6,875.00	1,375.00	5,500.00		6,875.00	100.00%	-	343.75
	Labor	3,063.00	612.00	2,451.00		3,063.00	100.00%	-	153.15
603	Architectural Woodwork material	10,000.00	10,000.00			10,000.00	100.00%	-	500.00
	Architectural Woodwork labor	15,000.00				-		15,000.00	-
910	Wood Floors Materials	181,650.00	181,650.00			181,650.00	100.00%	-	9,082.50
	Labor	55,850.00				-		55,850.00	-
606	Lumber and Nails	5,000.00	1,000.00			1,000.00	20.00%	4,000.00	50.00
612	General Cleaning & Final Cleaning	8,000.00	1,500.00			1,500.00	18.75%	6,500.00	75.00
	MOISTURE PROTECTION								
401	KERDI Sheet Waterproofing, Labor	20,198.80	20,198.80			20,198.80	100.00%	-	1,009.94
401	KERDI Sheet Waterproofing, Material	30,298.20	30,298.20			30,298.20	100.00%	-	1,514.91
902	Blanket Type Wall Insulation, Labor	3,198.00	2,558.40			2,558.40	80.00%	639.60	127.92
902	Blanket Type Wall Insulation, Material	484.00	290.40			290.40	60.00%	193.60	14.52
401	Masonry-Rigid Board Insulation, Labor	9,800.00	9,800.00			9,800.00	100.00%	-	490.00

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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	56,000.00			56,000.00	100.00%	-	2,800.00
701	SBS Roof Cap Sheet, Material	200,000.00	200,000.00			200,000.00	100.00%	-	10,000.00
701	SBS Roof Base Flashing, Labor	11,000.00	11,000.00			11,000.00	100.00%	-	550.00
701	SBS Roof Base Flashing, Material	20,000.00	20,000.00			20,000.00	100.00%	-	1,000.00
401	Sheet Metal Labor	42,000.00	42,000.00			42,000.00	100.00%	-	2,100.00
401	Sheet Metal Materials	33,000.00	33,000.00			33,000.00	100.00%	-	1,650.00
701	Masonry-Sheet Metal Flashing & Trim, Labor	9,300.00	9,300.00			9,300.00	100.00%	-	465.00
701	Masonry-Sheet Metal Flashing & Trim, Material	21,700.00	21,700.00			21,700.00	100.00%	-	1,085.00
	DOORS & WINDOWS								
	Metal doors & frames, Labor	50.00	50.00			50.00	100.00%	-	2.50
801	Metal doors & frames, Material	15,710.00	15,710.00			15,710.00	100.00%	-	785.50
	Wood Doors, Labor	2,020.00				-		2,020.00	-
	Wood Doors, Material	11,660.00		11,500.00		11,500.00	98.63%	160.00	575.00
	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	29,293.00	19,707.00		49,000.00	100.00%	-	2,450.00
811	Exterior Storefront Doors, Labor	13,280.00	13,280.00			13,280.00	100.00%	-	664.00
	Exterior Storefront Door, Material	18,720.00	18,720.00			18,720.00	100.00%	-	936.00
	Exterior Storefront Windows, Labor	20,030.00	20,030.00			20,030.00	100.00%	-	1,001.50
	Exterior Storefront Windows, Material	31,010.00	31,010.00			31,010.00	100.00%	-	1,550.50
	Interior Glass, Labor	2,000.00	2,000.00			2,000.00	100.00%	-	100.00
	Interior Glass, Material	3,500.00	3,500.00			3,500.00	100.00%	-	175.00
	Exterior Glass, Labor	10,084.00	10,084.00			10,084.00	100.00%	-	504.20
	Exterior Glass, Material	15,216.00	15,216.00			15,216.00	100.00%	-	760.80
	Door Hardware, Labor	3,500.00	3,500.00			3,500.00	100.00%	-	175.00
	Door Hardware, Material	2,000.00	2,000.00			2,000.00	100.00%	-	100.00
815	Rolling Counter Door	6,304.00	5,590.00			5,590.00	88.67%	714.00	279.50
	FINISHES								
902	Metal Studs Exterior Material	36,350.00	36,350.00			36,350.00	100.00%	-	1,817.50
	Labor	5,337.00	5,337.00			5,337.00	100.00%	-	266.85
	Drywall Materials	7,205.00	7,205.00			7,205.00	100.00%	-	360.25
	Labor	4,231.00	3,807.90	423.10		4,231.00	100.00%	-	211.55
	Gyp Board Ceiling Materials	8,380.00	8,380.00			8,380.00	100.00%	-	419.00

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	Labor	2,962.00	1,777.20	1,184.80		2,962.00	100.00%	-	148.10
	Acoustical Ceiling Materials	24,532.00	24,532.00			24,532.00	100.00%	-	1,226.60
	Labor	2,617.00	2,093.60			2,093.60	80.00%	523.40	104.68
	Tectum Ceilings & Wall Panels Materials	73,828.00	73,828.00			73,828.00	100.00%	-	3,691.40
	Labor	40,250.00	40,250.00			40,250.00	100.00%	-	2,012.50
	Special Ceilings Materials	41,720.00	37,548.00	4,172.00		41,720.00	100.00%	-	2,086.00
	Labor	10,136.00	9,122.40	1,013.60		10,136.00	100.00%	-	506.80
908	Paint Labor	53,600.00	42,880.00	8,040.00		50,920.00	95.00%	2,680.00	2,546.00
	Paint Materials	80,400.00	64,320.00	12,060.00		76,380.00	95.00%	4,020.00	3,819.00
911	Ceramic Tile Materials	46,742.00	46,742.00			46,742.00	100.00%	-	2,337.10
	Ceramic Tile Labor	18,000.00	18,000.00			18,000.00	100.00%	-	900.00
	Resilient Tile Materials	3,250.00	3,250.00			3,250.00	100.00%	-	162.50
	Resilient Tile Labor	1,875.00				-		1,875.00	-
	Resilient base Materials	1,853.00	1,853.00			1,853.00	100.00%	-	92.65
	Resilient base labor	900.00				-		900.00	-
	Resilient Treads Mateirals	15,710.00	15,710.00			15,710.00	100.00%	-	785.50
	Resilient Treads Labor	1,520.00				-		1,520.00	-
917	Terrazzo	85,000.00	85,000.00			85,000.00	100.00%	-	4,250.00
	SPECIALTIES								
1001	Fire Extinguishers	3,480.00	3,480.00			3,480.00	100.00%	-	174.00
902	Toilet Accessories Labor	1,000.00		500.00		500.00	50.00%	500.00	25.00
1004	Toilet Accessories Materials	11,694.00	11,694.00			11,694.00	100.00%	-	584.70
902	Toilet Partitions, Labor	3,000.00	600.00	1,650.00		2,250.00	75.00%	750.00	112.50
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	2,615.00	100.00%	-	130.75
1025	Backstops, Labor	16,994.00				-		16,994.00	-
	Backstops, Material	61,534.00	61,534.00			61,534.00	100.00%	-	3,076.70

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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)
	Gymnasium Wall Padding, Labor	12,299.00		10,145.00		10,145.00	82.49%	2,154.00	507.25
	Gymnasium Wall Padding, Material	20,536.00	20,536.00			20,536.00	100.00%	-	1,026.80
	Volleyball Equipment, Material	5,587.00		4,190.00		4,190.00	75.00%	1,397.00	209.50
1027	Bleachers, Labor	36,000.00				-		36,000.00	-
	Bleachers, Material	295,866.00	190,540.00	55,000.00		245,540.00	82.99%	50,326.00	12,277.00
	Exterior Parking Lot Signage, Labor	312.00				-		312.00	-
	Exterior Parking Lot Signage, Material	468.00				-		468.00	-
	Pipe Bollards, Labor	171.00				-		171.00	-
501	Pipe Bollards, Material	4,500.00	4,500.00			4,500.00	100.00%	-	225.00
1034	Flag Pole	3,896.00				-		3,896.00	-
1403	Bike Rack	1,000.00	1,000.00			1,000.00	100.00%	-	50.00
	EQUIPMENT								
1101	Residential Equipment	20,855.00				-		20,855.00	-
1102	Washer & Dryer	14,850.00				-		14,850.00	-
1031	Projection Screens-Labor	300.00	300.00			300.00	100.00%	-	15.00
	Projection Screens Materials	5,925.00	5,925.00			5,925.00	100.00%	-	296.25
	MECHANICAL								
1501	Plumbing Mobilization	7,500.00	7,500.00			7,500.00	100.00%	-	375.00
	Rough in Underground Materials	16,000.00	16,000.00			16,000.00	100.00%	-	800.00
	Labor	28,000.00	28,000.00			28,000.00	100.00%	-	1,400.00
	Top Out Water L&V Materials	45,000.00	45,000.00			45,000.00	100.00%	-	2,250.00
	Labor	68,400.00	68,400.00			68,400.00	100.00%	-	3,420.00
	Roof Drain Materials	14,600.00	14,600.00			14,600.00	100.00%	-	730.00
	Labor	19,500.00	19,500.00			19,500.00	100.00%	-	975.00
	Insulation Materials	11,000.00	11,000.00			11,000.00	100.00%	-	550.00
	Labor	17,000.00	17,000.00			17,000.00	100.00%	-	850.00
	Fixtures Materials	108,000.00	108,000.00			108,000.00	100.00%	-	5,400.00
	Labor	25,000.00	25,000.00			25,000.00	100.00%	-	1,250.00
1506	**HVAC**								
	Mobilization	29,922.00	29,922.00			29,922.00	100.00%	-	1,496.10
	Project Management	4,000.00	3,000.00			3,000.00	75.00%	1,000.00	150.00
	Submittals	6,000.00	6,000.00			6,000.00	100.00%	-	300.00
	Permits - City Fees	4,000.00	4,000.00			4,000.00	100.00%	-	200.00
	Equipment Rentals	10,000.00	9,500.00	500.00		10,000.00	100.00%	-	500.00
	Overhead and Profit	17,000.00	15,000.00	2,000.00		17,000.00	100.00%	-	850.00
	Project Meetings	4,000.00	3,500.00	500.00		4,000.00	100.00%	-	200.00
	Closing Documents	2,500.00				-		2,500.00	-

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	230519 - Meters and Gauges								
	Material	2,000.00	1,500.00	500.00		2,000.00	100.00%	-	100.00
	Labor	500.00				-		500.00	-
	230523 - Valves for HVAC Piping								
	Material	2,000.00	2,000.00			2,000.00	100.00%	-	100.00
	Labor	500.00	500.00			500.00	100.00%	-	25.00
	230529 - Hangers and Supports for HVAC Piping & Equipment								
	Material	5,000.00	5,000.00			5,000.00	100.00%	-	250.00
	Labor	2,000.00	2,000.00			2,000.00	100.00%	-	100.00
	230553 - Identification for HVAC Piping and Equipment								
	Material	1,000.00	750.00	250.00		1,000.00	100.00%	-	50.00
	Labor	500.00	250.00	250.00		500.00	100.00%	-	25.00
	230713 - Duct Insulation								
	Material	40,000.00	34,000.00	2,500.00		36,500.00	91.25%	3,500.00	1,825.00
	Labor	40,000.00	24,000.00	9,000.00		33,000.00	82.50%	7,000.00	1,650.00
	230716 - HVAC Equipment Insulation								
	Material	8,000.00	7,000.00			7,000.00	87.50%	1,000.00	350.00
	Labor	2,500.00	1,500.00			1,500.00	60.00%	1,000.00	75.00
	230719 - HVAC Piping Insulation								
	Material	20,000.00	19,000.00			19,000.00	95.00%	1,000.00	950.00
	Labor	20,000.00	15,500.00			15,500.00	77.50%	4,500.00	775.00
	230800 - Commissioning of HVAC								
	Pumps -Start-up & Commissioning (MRI)	500.00				-		500.00	-
	VFD's - Start-up & Commissioning (PMS)	600.00				-		600.00	-
	Chiller - Start-Up & Commissioning (PMS)	1,200.00				-		1,200.00	-
	232113 / 232116 - Hydronic Piping & Specialties								
	Material - Hydronic Piping (NWS)	45,000.00	39,500.00	2,655.00		42,155.00	93.68%	2,845.00	2,107.75
	Labor - Hydronic Piping	55,000.00	47,000.00			47,000.00	85.45%	8,000.00	2,350.00
	Material & Labor - Pipe Supports	10,000.00	8,000.00			8,000.00	80.00%	2,000.00	400.00
	Material - Hydronic Specialties (NWS)/(MRI)	5,000.00	5,000.00			5,000.00	100.00%	-	250.00
	Labor - Hydronic Specialties	2,000.00	1,000.00			1,000.00	50.00%	1,000.00	50.00
	232123 - Hydronic Pump								
	Material - Pumps (MRI)	7,502.00	7,502.00			7,502.00	100.00%	-	375.10
	Labor to Install	2,000.00	2,000.00			2,000.00	100.00%	-	100.00
	232513 - Water Treatment								
	Material	4,900.00	4,900.00			4,900.00	100.00%	-	245.00
	Labor	1,000.00	1,000.00			1,000.00	100.00%	-	50.00
	232923 - Variable Frequency Drives								
	Material - (PMS)	19,486.00	19,486.00			19,486.00	100.00%	-	974.30

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	Labor	2,000.00				-		2,000.00	-
	233113 / 233300 - Metal Ducts & Air Duct Accessories								
	Material- Shop Prefab Sheetmetal's	55,000.00	54,000.00			54,000.00	98.18%	1,000.00	2,700.00
	Labor - Shop Prefab Sheetmetal's	70,000.00	65,000.00			65,000.00	92.86%	5,000.00	3,250.00
	Material - Installation of Ducts	10,000.00	9,000.00			9,000.00	90.00%	1,000.00	450.00
	Labor - Installation of Ducts	90,000.00	61,000.00			61,000.00	67.78%	29,000.00	3,050.00
	Material to Protect Duct Work	1,500.00	1,500.00			1,500.00	100.00%	-	75.00
	Material- Dampers (MRI)	4,514.00	4,514.00			4,514.00	100.00%	-	225.70
	Labor - Dampers	1,100.00	1,100.00			1,100.00	100.00%	-	55.00
	Material - Duct Heaters (MRI)	7,500.00	7,500.00			7,500.00	100.00%	-	375.00
	Labor - Duct Heaters	1,500.00				-		1,500.00	-
	Material - Flexible Air Duct (MRI)	7,885.00	7,885.00			7,885.00	100.00%	-	394.25
	Labor - Flexible Air Duct	3,000.00	2,000.00			2,000.00	66.67%	1,000.00	100.00
	233423 - HVAC Power Ventilators								
	Material (MRI)	3,830.00	3,830.00			3,830.00	100.00%	-	191.50
	Labor to Install	1,500.00	1,500.00			1,500.00	100.00%	-	75.00
	233713 - Diffusers, Registers and Grilles & Louvers								
	Material-Diffusers, Registers and Grilles (MRI)	17,353.00	17,353.00			17,353.00	100.00%	-	867.65
	Labor to Install	5,000.00	3,000.00			3,000.00	60.00%	2,000.00	150.00
	Material - Louvers (MRI)	9,038.00	9,038.00			9,038.00	100.00%	-	451.90
	Labor to Install	2,000.00	1,500.00			1,500.00	75.00%	500.00	75.00
	236423 - Scroll Water Chiller								
	Materials (PMS/Daikin)	139,230.00	139,230.00			139,230.00	100.00%	-	6,961.50
	Labor to Install	7,000.00	7,000.00			7,000.00	100.00%	-	350.00
	237313 - Air Handling Units								
	Material - (PMS/Daikin)	78,440.00	78,440.00			78,440.00	100.00%	-	3,922.00
	Labor to Install	7,000.00	7,000.00			7,000.00	100.00%	-	350.00
	Trane Control Credit from SMAC	(81,300.00)				-		(81,300.00)	-
1507	**ALC-Controls-Mobilization**								
	Engineering	8,130.00	8,130.00			8,130.00	100.00%	-	406.50
	Materials	28,455.00	28,455.00			28,455.00	100.00%	-	1,422.75
	Softeware & Graphics	6,504.00	5,528.40	325.20		5,853.60	90.00%	650.40	292.68
	Installation	26,016.00	20,812.80	1,300.80		22,113.60	85.00%	3,902.40	1,105.68
	Checkout /Startup	9,756.00	2,439.00	3,414.60		5,853.60	60.00%	3,902.40	292.68
	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	38,722.00			38,722.00	100.00%	-	1,936.10
	Testing and closeout	575.00	575.00			575.00	100.00%	-	28.75

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	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	58,465.00			58,465.00	100.00%	-	2,923.25
	Wiring Materials	41,810.00	41,810.00			41,810.00	100.00%	-	2,090.50
	Labor	18,720.00	18,720.00			18,720.00	100.00%	-	936.00
	Gear Materials	86,570.00	86,570.00			86,570.00	100.00%	-	4,328.50
	Labor	10,945.00	10,945.00			10,945.00	100.00%	-	547.25
	Lighting Materials	138,050.00	138,050.00			138,050.00	100.00%	-	6,902.50
	Labor	15,600.00	15,600.00			15,600.00	100.00%	-	780.00
	Devices Materials	2,600.00	2,600.00			2,600.00	100.00%	-	130.00
	Labor	3,120.00	3,120.00			3,120.00	100.00%	-	156.00
	Gymnasium Sound System Submittals	780.00	780.00			780.00	100.00%	-	39.00
	Materials	51,815.00	25,908.00	12,953.00		38,861.00	75.00%	12,954.00	1,943.05
	Prewire Labor	7,358.00	7,358.00			7,358.00	100.00%	-	367.90
	Trim-Out Labor	1,966.00	983.00	884.70		1,867.70	95.00%	98.30	93.39
	Testing	491.00				-		491.00	-
	Coordination and Arch Flash Studies	2,500.00	2,500.00			2,500.00	100.00%	-	125.00
									-
	Contractor Fee	313,160.00	276,129.08	12,722.36		288,851.44	92.24%	24,308.56	14,442.57
	ALLOWANCES								
141	Betterment Fund Allowance ($200,000)	2,728.16				-		2,728.16	-
	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)		(5,360.00)	100.00%	-	(268.00)
	Replace existing exterior light pole lights with new LED	12,842.50	11,495.00			11,495.00	89.51%	1,347.50	574.75
	Reduce Size of exterior windows	(2,500.00)	(2,500.00)			(2,500.00)	100.00%	-	(125.00)
	Ceramic Tile Revisions in Restroom & Concession Area	24,070.00	21,882.00			21,882.00	90.91%	2,188.00	1,094.10
	Trophy Case Size Increase	6,920.00	6,185.00			6,185.00	89.38%	735.00	309.25
	Exhaust fan for Washer & Dryer	650.00				-		650.00	-

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: Twelve
APPLICATION DATE: 9/18/2020
PERIOD TO: 9/8/2020
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)
	Lower waterline at existing line crossing at security guard	3,495.00		3,495.00		3,495.00	100.00%	-	174.75
	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)		(8,300.00)	100.00%	-	(415.00)
	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		6,613.10	100.00%	-	330.66
	Canopy Lighting Revisions	1,668.67				-		1,668.67	-
	Extension of Fire Alarm System	69,669.97	42,627.35			42,627.35	61.18%	27,042.62	2,131.37
	Relocate ice maker condensate line	658.86				-		658.86	-
	Extra Electrical work required by Telepro for Fire Alarm	4,862.39		4,862.39		4,862.39	100.00%	-	243.12
	Shot Clocks	2,441.00				-		2,441.00	-
	ASI-14R Downspout Revisions	8,645.00				-		8,645.00	-
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**	**7,335,918.94**	**329,752.40**	**2,615.00**	**7,668,286.34**	**91.19%**	**740,653.66**	**383,414.32**

498

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Name Hanna ECHS New Gymnasium Facility

Job No. 1046 Pay 12

On receipt by the signer of this document of a check from Brownsville I.S.D. *(maker of check)* in the sum of $ 315,749.03 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: 09/18/20

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 18th day of September, 2020.

AIRIKA STEVENS
NOTARY PUBLIC
ID# 124905630
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:** 10/06/2020

Item Title: Payment to Contractor
Scoggins Construction Co., Inc.
Canopy Improvements- 5 Campuses

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:		Amount:
Scoggins Contructions Co., Inc.	**Canopy Improvements - 5 Campuses**		Payment #1
	Original Contract Fee Amount:		$1,110,000.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$1,110,000.00
	Total Completed & Stored to Date:		$114,500.00
	Retainage:		
	5% Retainage of Complete Work:	$5,725.00	
	0% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$5,725.00	
	Total Earned Less Retainage:		$108,775.00
	Less Previous Certificates of Payment:		$0.00
	Current Payment Due:		**$108,775.00**
	Balance to Finish Plus Retainage:		$1,001,225.00

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $108,775.00

RECOMMENDATION:

Recommend approval of Payment #1 for $108,775.00 as partial payment to Scoggins Construction Co., Inc. for Construction Services work completed on the Canopy Improvement Project to be paid from Maintenance Tax Note 189.

Martin Espinosa
Submitted by: Principal/Program Adm.

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

Dr. Nellie Cantu 9/30/20
Approved by: Deputy Superintendent

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

September 16, 2020

Mr. Martin Espinosa
Brownsville Independent School District
1900 E. Price Road
Brownsville, TX 78521

RE: BISD Canopy Improvements at Canales, Cromack, Del Castillo, Aiken & El Jardin Elementary Schools
Pay Application No. 01

In accordance with the contract documents, based on observations by Green, Rubiano & Associates (GRA) staff and documentation provided by the contractor in reference to this application for payment, GRA certifies to BISD 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 (Scoggins Construction) is entitled to payment on Pay Application No. 01 in the amount of $108,775.00.

Respectfully,

Heriberto Cavazos, P.E.
Partner

STATE OF TEXAS
HERIBERTO CAVAZOS
103450
LICENSED
PROFESSIONAL ENGINEER

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT: **BISD Canopy Improvements**
Multiple Campuses
Harlingen, TX 78550

APPLICATION NO: 01

INVOICE NUMBER 1

FROM CONTRACTOR: **SCOGGINS CONSTRUCTION CO., INC.**
17862 Graham Rd.
Harlingen TX 78552

ENGINEER: **Green, Rubiano & Associated**
1220 W Harrison
Harlingen TX 78550

PERIOD TO: 9/1/2020

INVOICE DATE: 9/16/2020

CONTRACT FOR: Renovation P361697.

CONTRACT DATE:

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		$1,110,000.00
2.)	Net Change by Change Orders		$0.00
3.)	CONTRACT SUM TO DATE		$1,110,000.00
4.)	TOTAL COMPLETED & STORED TO DATE		$114,500.00
5.)	RETAINAGE		
	a. 5% of Completed Work	$5,725.00	
	b. 5.% of Stored Material	$0.00	
	Total retainage		$5,725.00
6.)	TOTAL EARNED LESS RETAINAGE		$108,775.00
7.)	LESS PREVIOUS CERTIFICATES FOR PAYMENT		$0.00
8.)	CURRENT PAYMENT DUE		$108,775.00
9.)	BALANCE TO FINISH, INCLUDING RETAINAGE		$1,001,225.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month		
TOTALS		
NET CHANGES by Change Order		

The under signed Contractor certifies that to the best of the Contractor's knowledge, information and the 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: SCOGGINS CONSTRUCTION CO., INC.

By: _____ Date: 9/16/2020

State of: TEXAS
County of: CAMERON
Subscribed and sworn to before me this 16 day of September-20

Notary Public:
My Commission expires: 1/27/2022

STACEY S ROWE
Notary Public, State of Texas
Comm. Expires 01-27-2022
Notary ID 1110207-7

ARCHITECT'S/CONSULTANT'S CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on the 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.

$108,775.00

AMOUNT CERTIFIED.....
(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/CONSULTANT: _____ Date 9/16/20

By: Heriberto Cavazos

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

Project	BISD Canopy Improvements
Owner	Brownsville ISD
Contractor	Scoggins Construction
Contract Date	
Completion Date	
Date Data Entered	

A	B	C	D	E	F	G		H	I
ITEM #	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	% (G-C)	BALANCE to Finish (C-G)	RETAINAGE (If Variable Rate)
100	**GENERAL CONDITIONS**								
1	Contingency Allowance	$100,000.00	$0.00	$0.00		$0.00	0.00%	$100,000.00	$0.00
2	Payment/Performance & Fees	$30,000.00	$0.00	$30,000.00		$30,000.00	100.00%	$0.00	$1,500.00
3	Canopy Shop Drawings	$10,000.00	$0.00	$10,000.00		$10,000.00	100.00%	$0.00	$500.00
4	General Conditions	$40,000.00	$0.00	$4,000.00		$4,000.00	10.00%	$36,000.00	$200.00
	CANALES			41,000.00 - 41,800					
5	Concrete Footings	$35,000.00	$0.00	$10,500.00		$10,500.00	30.00%	$24,500.00	$525.00
6	Existing Canopy 8 & 10 Demo	$5,000.00	$0.00	$5,000.00		$5,000.00	100.00%	$0.00	$250.00
7	Canopy Material	$116,000.00	$0.00	$0.00		$0.00	0.00%	$116,000.00	$0.00
8	Existing Panel Demo Labor	$19,000.00	$0.00	$18,000.00		$18,000.00	94.74%	$1,000.00	$900.00
9	New Roof Panel Labor	$36,000.00	$0.00	$0.00	5%	$0.00	0.00%	$36,000.00	$0.00
10	Canopy Steel Labor	$10,000.00	$0.00	$0.00		$0.00	0.00%	$10,000.00	$0.00
11	Painting	$18,000.00	$0.00	$2,000.00		$2,000.00	11.11%	$16,000.00	$100.00
	CROMACK			35,500.00	33,725.00				
12	Concrete Footings	$38,000.00	$0.00	$5,000.00		$5,000.00	13.16%	$33,000.00	$250.00
13	Canopy Material	$132,000.00	$0.00	$0.00		$0.00	0.00%	$132,000.00	$0.00
14	Existing Panel Demo Labor	$17,000.00	$0.00	$17,000.00		$17,000.00	100.00%	$0.00	$850.00
15	New Roof Panel Labor	$50,000.00	$0.00	$0.00	5%	$0.00	0.00%	$50,000.00	$0.00
16	Canopy Steel Labor	$9,000.00	$0.00	$0.00		$0.00	0.00%	$9,000.00	$0.00
17	Painting	$25,000.00	$0.00	$2,000.00		$2,000.00	8.00%	$23,000.00	$100.00
	DEL CASTILLO			24,000.00	22,800				
18	Concrete Footings	$20,000.00	$0.00	$0.00		$0.00	0.00%	$20,000.00	$0.00
19	Existing Canopy 1 Demo	$6,000.00	$0.00	$6,000.00		$6,000.00	100.00%	$0.00	$300.00
20	Canopy Material	$60,000.00	$0.00	$0.00	5%	$0.00	0.00%	$60,000.00	$0.00
21	Canopy Panel Demo Labor	$1,000.00	$0.00	$1,000.00		$1,000.00	100.00%	$0.00	$50.00

A	B	C	D	E	F	G		H	I
ITEM #	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS Presently Stored (Not in D or E)	TOTAL Completed and Stored to date	% (G-C)	BALANCE to Finish (C-G)	RETAINAGE (If Variable Rate)
			From Previous Application (D+E)	This Period					
22	New Roof Panel Labor	$26,500.00	$0.00	$0.00		$0.00	0.00%	$26,500.00	$0.00
23	Canopy Steel Labor	$8,000.00	$0.00	$0.00		$0.00	0.00%	$8,000.00	$0.00
24	Painting	$6,000.00	$0.00	$1,000.00		$1,000.00	16.67%	$5,000.00	$50.00
	AIKEN			8,000.00	7,600.00				
25	Structural Steel	$18,000.00	$0.00	$0.00		$0.00	0.00%	$18,000.00	$0.00
26	Canopy Demolition	$10,000.00	$0.00	$0.00		$0.00	0.00%	$10,000.00	$0.00
27	Canopy Material	$90,000.00	$0.00	$0.00		$0.00	0.00%	$90,000.00	$0.00
28	Canopy Panel Demo Labor	$13,000.00	$0.00	$3,000.00		$3,000.00	23.08%	$10,000.00	$150.00
29	New Roof Panel Labor	$33,000.00	$0.00	$0.00	5%	$0.00	0.00%	$33,000.00	$0.00
30	Canopy Steel Labor	$5,000.00	$0.00	$0.00		$0.00	0.00%	$5,000.00	$0.00
31	Painting	$20,000.00	$0.00	$0.00		$0.00	0.00%	$20,000.00	$0.00
	EL JARDIN			3000.-	2,850.00				
32	Concrete Footings	$8,500.00	$0.00	$0.00		$0.00	0.00%	$8,500.00	$0.00
33	Canopy Demolition	$5,000.00	$0.00	$0.00		$0.00	0.00%	$5,000.00	$0.00
34	Canopy Material	$55,000.00	$0.00	$0.00		$0.00	0.00%	$55,000.00	$0.00
35	Canopy Panel Demo Labor	$11,500.00	$0.00	$0.00		$0.00	0.00%	$11,500.00	$0.00
36	New Roof Panel Labor	$11,000.00	$0.00	$0.00		$0.00	0.00%	$11,000.00	$0.00
37	Canopy Steel Labor	$2,500.00	$0.00	$0.00		$0.00	0.00%	$2,500.00	$0.00
38	Painting	$10,000.00	$0.00	$0.00		$0.00	0.00%	$10,000.00	$0.00
	SUB-TOTAL BID	**$1,110,000.00**	**$0.00**	**$114,500.00**	**$0.00**	**$114,500.00**	**10%**	**$995,500.00**	**$5,725.00**
	CHANGE ORDERS								
	TOTAL CHANGE ORDERS	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
	ORIGINAL CONTRACT SUM	$1,110,000.00	$0.00	$114,500.00	$0.00	$114,500.00	10%	$995,500.00	$5,725.00
	NET CHANGE BY CHANGE ORDERS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	CONTRACT SUM TO DATE	**$1,110,000.00**	$0.00	$114,500.00	$0.00	$114,500.00	10%	$995,500.00	$5,725.00

A	B	C	D	E	F	G		H	I
ITEM #	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS Presently Stored (Not in D or E)	TOTAL Completed and Stored to date	% (G-C)	BALANCE to Finish (C-G)	RETAINAGE (If Variable Rate)
			From Previous Application (D+E)	This Period					

ORIGINAL CONTRACT SUM		$1,110,000.00
NET CHANGE BY CHANGE ORDERS		$0.00
CONTRACT SUM TO DATE		$1,110,000.00
TOTAL COMPLETED AND STORED TO DATE		$114,500.00
5% OF COMPLETED WORK	$5,725.00	
5% OF STORED MATERIAL	$0.00	
TOTAL RETAINAGE		$5,725.00
TOTAL EARNED LESS RETAINAGE		$108,775.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT		$0.00
CURRENT PAYMENT DUE		$108,775.00
BALANCE TO FINISH INCLUDING RETAINAGE		$1,001,225.00

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

Item Title: Payment to Engineer
Gonzalez Engineering & Surveying, Inc.
Lopez ECHS – Bus-Drive & Staff Parking Lot Improvements

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:			Amount:
Gonzalez Engineering & Surveying, Inc.	**Lopez ECHS - Bus-Drive & Staff Parking Lot Improv.**			Payment #1
	Original Contract Fee Amount:			$25,230.00
	Allowable for Reimbursable Expenses			$3,000.00
	Total Contract Amount			$28,230.00
	Surveying of Existing Condition	100%	Complete	$5,280.00
	Preliminary Design Concept	100%	Complete	$1,920.00
	Final Design/Construction Dwgs	100%	Complete	$11,500.00
	Construction Inspections	0%	Complete	$0.00
	As-Builts	0%	Complete	$0.00
	Reimbursable Expenses	49%	Complete	$219.75
	Administration of Construction	0%	Complete	$0.00
	Previously Invoiced:			$0.00
	Current Payment Due:			**$18,919.75**
	Balance to Finish:			$9,310.25

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $18,919.75

RECOMMENDATION:

Recommend approval of Payment #1 for $18,919.75 as partial payment to Gonzalez Engineering & Surveying, Inc. for Engineering Services work completed on the Lopez ECHS Bus-Drive & Staff Parking Lot Improvements project to be paid from Maintenance Tax Note Fund 189.

Fernando E Villarreal
Submitted by: Principal/Program Adm.

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

Dr. Nellie Cantu
Approved by: Deputy Superintendent
9/30/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

G-E&S
GONZALEZ
ENGINEERING & SURVEYING INC.
Texas Engineering Firm Reg. No. F-1
Texas Surveying Firm Reg. No. 10044700

September 21, 2020

Brownsville Independent School District
Attn: Fernando Villarreal

RE: CSP 21-117 Lopez ECHS-Bus Drive & Parking Lot Improvement
P.O.# P359414
G-E&S # 255-G-016 –001

Mr. Villarreal,

Please receive the attached invoice No. 206160, for the amount of $18,919.75, dated 8/17/2020, for the surveying and engineering work done in the months of June and July 2020, for the Lopez ECHS-Bus Drive & Parking Lot Improvement.

If you have any questions or comments regarding this matter please don't hesitate to contact me.

Edmundo R. Gonzalez Jr., P.E., R.P.L.S.



Office: 153 East Price Road Brownsville, Texas 78521 * Phone: (956) 546-5515 * Fax: (956) 546-2804
Mailing Address: P.O. Box 3104 Brownsville, Texas 78523-3104

G-E & S

Invoice

Gonzalez Engineering & Surveying, Inc.
P.O. Box 3104
Brownsville, Texas 78523-3104

Date	Invoice No.
8/17/2020	206160

Bill To

BISD Accounts Payable
4330 Morrison Road
Brownsville, TX 78521
Attn: Fernando Villarreal

Job Number	Terms
255-G-016-001	Due Upon Receipt

P359414

Description	Amount
Professional Services in connection with:	
Engineering & Surveying required for the construction repairs of the bus access driveway areas and two car parking areas at Lopez High School (southside) located on South Dakota Ave. Work done in the month of June & July, 2020.	
Surveying of existing conditions ----------100%	5,280.00
Preliminary Design Concept ----------100%	1,920.00
Final Design / Construction Drawings ----------100%	11,500.00
Construction Inspection ----------0%	0.00
As-Builts ----------0%	0.00
Allowance - Reimbursable Expenses ----------49%	219.75
Allowance - Administration of Construction Phase Contracting ---------- 0%	0.00

Please return Copy with Payment

ORIGINAL

Phone: 956-546-5515 Fax: 956-546-2804

Subtotal	$18,919.75
Sales Tax (8.25%)	$0.00
Total	$18,919.75
Payments/Credits	$0.00
Balance Due	***$18,919.75***

RECEIVED SEP 15 2020

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

Item Title: Payment to Architectural Services
Raba Kistner Consultants, Inc.
Lopez ECHS – Roof Replacement Phase I

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:			Amount:
Raba Kistner Consultants, Inc.	**Lopez ECHS - Roof Replacement Phase I**			Payment #1, 2
	Original Contract Fee Amount:			$177,000.00
	Allowable for Reimbursable Expenses			$0.00
	Total Contract Amount			$177,000.00
	Schematic/Design/Construction Documents:	100%	Complete	$118,566.00
	Contract Administration:	20%	Complete	$16,938.00
	Reimbursable Expenses			$665.30
	Previously Invoiced:			$0.00
	Current Payment Due:			**$136,169.30**
	Balance to Finish:			$40,830.70

FISCAL IMPLICATIONS:
Maintenance Tax Note Fund 189: $136,169.30

RECOMMENDATION:
Recommend approval of Payment #1 and #2 for $136,169.30 as partial payment to Raba Kistner Consultants, Inc. for Architectural Services work completed on the Lopez ECHS Roof Replacement 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 9/30/20
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.

Project No. AMB20-013-00
September 17, 2020

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

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

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

RE: RK Invoices Nos. S137969 (dated 07/24/2020) & S138232 (dated 08/25/2020)
Lopez ECHS Roof Replacement – Phase 1 - CSP # 21-115
3205 S. Dakota Avenue,
Brownsville, Texas, 78521

Dear Mr. Villarreal:

Please find attached, our Invoices Nos. S137969 & S138232 corresponding to the months of July and August for the above-referenced Project. The two invoices combined total $136,169.30 and reflect the 80% of our Consulting Services Agreement ($177,000.00) and include a reimbursable expense of $665.30 for reprographics services (reproduction and distribution to interested bidders of Drawings and Specifications).

The work invoiced up to date reflect the following completed consulting services:

- Field work and assessment of existing conditions;
- Schematic Design and Design Development
- Preparation of Construction Documents;
- Bidding and Negotiation Assistance
- Construction Administration (Construction is currently at 50% completed);

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

Sincerely,

RABA KISTNER CONSULTANTS, INC.

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

MDH/af

Attachments – Invoices Nos. S137969 (07/24/2020) & S138232 (08/25/2020)

INVOICE

INVOICE DATE: 07/24/2020 **INVOICE NO. S137969**

CONSULTANTS **ENVIRONMENTAL** **FACILITIES** **INFRASTRUCTURE**

CLIENT NO. A06457

RABA KISTNER

ACCOUNTS PAYABLE
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
1900 E. PRICE ROAD | ROOM 303
BROWNSVILLE, TEXAS 78521
PHONE NO. 956.548.8311

BISD CONTACT: FERNANDO VILLARREAL
956.698.2400 | fevillarreal@bisd.us

RKCI PROPOSAL NO. PMB20-016-00
BISD PO NO. P359539

RKCI PROJECT NO. AMB20-013-00
LOPEZ HIGH SCHOOL
BROWNSVILLE, TEXAS

REMITTANCE ADDRESS
RABA KISTNER, INC.
PO BOX 971037
DALLAS, TEXAS 75397-1037
210.699.9090
www.rkci.com

RKCI ACH INFORMATION
JPMORGAN CHASE BANK, NA
ABA: 111000614
ACCT: 1821317326
EMAIL: ar@rkci.com

RKCI PROJECT MANAGER: MICHAEL HOVAR

BUILDING ENVELOPE CONSULTING SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH JULY 24, 2020

ROOF CONSULTING SERVICES	
TOTAL PROJECT FEE	$177,000.00
PERCENT COMPLETE	70%
BILLINGS THIS PERIOD:	
BASIC SERVICES: SCHEMATIC / DESIGN / CONSTRUCTION DOCS	$118,566.00
REIMBURSABLE EXPENSES: RGV REPROGRAPHICS	$665.30
ADDITIONAL SERVICES: NONE THIS BILLING PERIOD	$0.00
AMOUNT DUE THIS INVOICE	**$119,231.30**

BASIC SERVICES BUDGET & BILLING SUMMARY	
AUTHORIZED LUMP SUM FEE	$169,380.00
BASIC SERVICES PREVIOUSLY BILLED	$0.00
BASIC SERVICES DUE THIS INVOICE	**$118,566.00**
BASIC SERVICES BILLED TO DATE	$118,566.00
BASIC SERVICES REMAINING FEE	$50,814.00

REIMBURSABLE EXPENSES & ADDITIONAL SERVICES	
AUTHORIZED FEE	$7,620.00
EXPENSES PREVIOUSLY BILLED	$0.00
EXPENSES DUE THIS INVOICE	**$665.30**
EXPENSES BILLED TO DATE	$665.30
REMAINING FEE	$6,954.70

INVOICES ARE SUBMITTED MONTHLY AND ARE DUE ON RECEIPT
CARRYING CHARGES MAY BE ASSESSED ON INVOICES UNPAID BEYOND 30 DAYS FROM BILLING DATE
PLEASE PAY FROM THIS INVOICE

INVOICE

INVOICE DATE: 08/25/2020 **INVOICE NO. S138232**

CONSULTANTS **ENVIRONMENTAL** **FACILITIES** **INFRASTRUCTURE**

CLIENT NO. A06457

RABA KISTNER

ACCOUNTS PAYABLE
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
1900 E. PRICE ROAD | ROOM 303
BROWNSVILLE, TEXAS 78521
PHONE NO. 956.548.8311

BISD CONTACT: FERNANDO VILLARREAL
956.698.2400 | fevillarreal@bisd.us

RKCI PROPOSAL NO. PMB20-016-00
BISD PO NO. P359539

RKCI PROJECT NO. AMB20-013-00
LOPEZ HIGH SCHOOL
BROWNSVILLE, TEXAS

REMITTANCE ADDRESS
RABA KISTNER, INC.
PO BOX 971037
DALLAS, TEXAS 75397-1037
210.699.9090
www.rkci.com

RKCI ACH INFORMATION
JPMORGAN CHASE BANK, NA
ABA: 111000614
ACCT: 1821317326
EMAIL: ar@rkci.com

RKCI PROJECT MANAGER: MICHAEL HOVAR

BUILDING ENVELOPE CONSULTING SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH AUGUST 15, 2020

ROOF CONSULTING SERVICES	
TOTAL PROJECT FEE	$177,000.00
PERCENT COMPLETE	80%
BILLINGS THIS PERIOD:	
BASIC SERVICES: BIDDING AND 20% OF CONTRACT ADMINISTRATION	$16,938.00
REIMBURSABLE EXPENSES: NONE THIS BILLING PERIOD	$0.00
ADDITIONAL SERVICES: NONE THIS BILLING PERIOD	$0.00
AMOUNT DUE THIS INVOICE	**$16,938.00**

BASIC SERVICES BUDGET & BILLING SUMMARY	
AUTHORIZED LUMP SUM FEE	$169,380.00
BASIC SERVICES PREVIOUSLY BILLED	$118,566.00
BASIC SERVICES DUE THIS INVOICE	**$16,938.00**
BASIC SERVICES BILLED TO DATE	$135,504.00
BASIC SERVICES REMAINING FEE	$33,876.00

REIMBURSABLE EXPENSES & ADDITIONAL SERVICES	
AUTHORIZED FEE	$7,620.00
EXPENSES PREVIOUSLY BILLED	$665.30
EXPENSES DUE THIS INVOICE	**$0.00**
EXPENSES BILLED TO DATE	$665.30
REMAINING FEE	$6,954.70

INVOICES ARE SUBMITTED MONTHLY AND ARE DUE ON RECEIPT
CARRYING CHARGES MAY BE ASSESSED ON INVOICES UNPAID BEYOND 30 DAYS FROM BILLING DATE
PLEASE PAY FROM THIS INVOICE

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

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

X Action
___ Information
___ Discussion

BACKGROUND:

Firm:	Project:		Amount:
Rio Roofing, Inc.	**Lopez ECHS - Roof Replacement Phase I**		Payment #2
	Original Contract Fee Amount:		$2,309,000.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$2,309,000.00
	Total Completed & Stored to Date:		$1,149,400.00
	Retainage:		
	5% Retainage of Complete Work:	$52,460.00	
	5% Retainage on Stored Materials:	$5,010.00	
	Total Retainage:	$57,470.00	
	Total Earned Less Retainage:		$1,091,930.00
	Less Previous Certificates of Payment:		$711,170.00
	Current Payment Due:		**$380,760.00**
	Balance to Finish Plus Retainage:		$1,217,070.00

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $380,760.00

RECOMMENDATION:

Recommend approval of Payment #2 for $380,760.00 as partial payment to Rio Roofing, Inc. for Construction Services work completed on the Lopez ECHS Roof Replacement Phase I project to be paid from Maintenance Tax Note Fund 189.

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 9/30/20
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.

Project No. AMB20-013-00
September 15, 2020

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

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

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

RE: Review and Certification of Pay Application No. 02
Lopez ECHS Roof Replacement – Phase 1 - CSP # 21-115
3205 S. Dakota Avenue,
Brownsville, Texas, 78521

Dear Mr. Villarreal:

Please find attached, Pay Application 02 from Rio Roofing, Inc. for the above-referenced Project. This Pay Application reflects the contract value of work completed and materials stored to date. That amount is $1,149,400.00, or approximately 50% of the contract value. The total earned, less retainage for this Pay Application is $380,760.00. The amount retained is $57,470.00.

This Pay Application Request is comprised of the following:

- General Conditions and Supervision;
- Mobilization and staging;
- Roof Replacement Preparation
  - Removal of the existing gravel
  - Installation of wood blocking & carpentry
  - Membrane repairs
- Modified Bitumen Membrane Roofing Installation;
  - Lightweight Insulating Concrete
  - Base Ply installation ("Dry-in")
- Mechanical work (raising, & securing rooftop units);
- Roof Accessories fabrication;
- Stored materials (Sheet metal flashing & trim, accessories, etc.)

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

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

Sincerely,

RABA KISTNER CONSULTANTS, INC.

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

MDH/af

Attachment – Certified Pay Application 01 submitted by Rio Roofing

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT:
Re-Roofing at Lopez ECHS
Brownsville, Texas

APPLICATION NO: Two
PERIOD TO: 9/15/2020
PROJECT NO: AMB20-013-00

Distribution to:
X OWNER
X ARCHITECT
X CONTRACTOR

FROM CONTRACTOR:
Rio Roofing, Inc.
22452 US 77 Expressway
Harlingen, Texas 78552
P361278

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

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. **ORIGINAL CONTRACT SUM**		$ 2,309,000
2. **Net change by Change Orders**		$ -
3. **CONTRACT SUM TO DATE** (Line 1±2)		$ 2,309,000
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703)		$ 1,149,400
5. **RETAINAGE:**		
a. 5 % of Completed Work (Column D+E on G703)	$ 52,460.00	
b. % of Stored Material (Column F on G703)	$ 5,010.00	
Total Retainage (Line 5a+5b or Total in Column I of G703)		$ 57,470.00
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$ 1,091,930.00
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$711,170.00
8. **CURRENT PAYMENT DUE**		$ 380,760.00
9. **BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)		$ 1,217,070

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ -	$ -
Total approved this Month	$ -	$ -
TOTALS:	$ -	$ -
NET CHANGES by Change Order		$ -

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

CONTRACTOR: Rio Roofing, Inc.

By: _____ Date: 9/15/2020

State of: Texas
County of: _____
Subscribed and sworn to before me this 15th day of September, 2020.

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

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: $380,760.00

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

ARCHITECT:
By: _____ Date: 9-15-2020

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

CONTINUATION SHEET

PAGE 2 OF 3 PAGES

**
**

'APPLICATION NUMBER: Two
'APPLICATION DATE: 9/15/2020
PERIOD TO: 9/15/2020

Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable Retainage for line items may apply.

Purchase Order No: N/A

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: PREVIOUS APPLICATION	WORK COMPLETED: THIS APPLICATION: Work in Place	WORK COMPLETED: THIS APPLICATION: Stored Materials (not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	**General Conditions**	$51,000.00	$ 10,000.00	$ 5,000.00	$ -	$ 15,000.00	29%	$ 36,000.00	$ 750.00
2	**Supervision**	$44,000.00	$ 9,000.00	$ 4,500.00	$ -	$ 13,500.00	31%	$ 30,500.00	$ 675.00
3	**Mobilization**	$3,000.00	$ 3,000.00	$ -	$ -	$ 3,000.00	100%	$ -	$ 150.00
4	**Lightweight Insulating Concrete**								
	Labor	$217,600.00	$ 44,600.00	$ 27,900.00	$ -	$ 72,500.00	33.3%	$ 145,100.00	$ 3,625.00
	Material	$242,400.00	$ 153,100.00	$ 1,700.00	$ -	$ 154,800.00	63.9%	$ 87,600.00	$ 7,740.00
5	**Carpentry**								
	Labor	$26,000.00	$ 10,400.00	$ 13,000.00	$ -	$ 23,400.00	90%	$ 2,600.00	$ 1,170.00
	Material	$29,000.00	$ 29,000.00	$ -	$ -	$ 29,000.00	100%	$ -	$ 1,450.00
6	**Masonry**								
	Labor	$16,200.00	$ -	$ -	$ -	$ -		$16,200.00	$ -
	Material	$9,000.00	$ -	$ -	$ -	$ -		$9,000.00	$ -
7	**Roof Replacement Preparation**								
	Labor	$119,900.00	$ 49,000.00	$ 58,000.00	$ -	$ 107,000.00	89%	$ 12,900.00	$ 5,350.00
	Material	$37,000.00	$ 37,000.00	$ -	$ -	$ 37,000.00	100%	$ -	$ 1,850.00
8	**SBS Modified Bituminous Membrane Roofing**								
	Base Sheet-Labor	$94,000.00	$ -	$ 21,700.00	$ -	$ 21,700.00	23.1%	$ 72,300.00	$ 1,085.00
	Base Sheet-Material	$180,700.00	$ 56,000.00	$ -	$ 73,800.00	$ 129,800.00	71.8%	$ 50,900.00	$ 6,490.00
	Cap Sheet-Labor	$90,800.00	$ -	$ -	$ -	$ -		$ 90,800.00	$ -
	Cap Sheet-Material	$286,200.00	$ -	$ -	$ 13,700.00	$ 13,700.00	4.8%	$ 272,500.00	$ 685.00
9	**Sheet Metal Flashing and Trim**								
	Labor	$67,900.00	$ -	$ -	$ -	$ -		$ 67,900.00	$ -
	Material	$50,500.00	$ 10,000.00	$ -	$ -	$ 10,000.00	19.8%	$ 40,500.00	$ 500.00
10	**Roofing Accessories**								
	Labor	$17,700.00	$ -	$ 3,100.00	$ -	$ 3,100.00	17.5%	$ 14,600.00	$ 155.00
	Material	$70,300.00	$ 26,000.00	$ 9,700.00	$ 12,700.00	$ 48,400.00	68.8%	$ 21,900.00	$ 2,420.00
	Page 2 Total	**$1,653,200.00**	**$ 437,100.00**	**$ 144,600.00**	**$ 100,200.00**	**$ 681,900.00**	**41%**	**$ 971,300.00**	**$ 34,095.00**

'APPLICATION NUMBER: Two
'APPLICATION DATE: 9/15/2020
PERIOD TO: 9/15/2020

Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable Retainage for line items may apply.

Purchase Order No: N/A

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATION	WORK COMPLETED THIS APPLICATION Work in Place	WORK COMPLETED THIS APPLICATION Stored Materials (not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE
11	**Red Line**								
	Labor	$ 3,400.00	$ -	$ -	$ -	$ -	0%	$ 3,400.00	$ -
	Material	$ 35,000.00	$ -	$ -	$ -	$ -	0%	$ 35,000.00	$ -
12	**Skylights**								
	Labor	$ 27,800.00	$ -	$ -	$ -	$ -	0%	$ 27,800.00	$ -
	Material	$ 45,300.00	$ -	$ -	$ -	$ -	0%	$ 45,300.00	$ -
11	**MEP**	$ 442,500.00	$ 277,000.00	$ 156,000.00	$ -	$ 433,000.00	98%	$ 9,500.00	$ 21,650.00
12	**Clean Up**	$ 3,000.00	$ -	$ -	$ -	$ -	0%	$ 3,000.00	$ -
13	**Warranty**	$ 15,200.00	$ -	$ -	$ -	$ -	0%	$ 15,200.00	$ -
14	**Windstorm Certification**	$ 28,100.00	$ 14,000.00	$ -	$ -	$ 14,000.00	50%	$ 14,100.00	$ 700.00
15	**P&P Bond**	$ 20,500.00	$ 20,500.00	$ -	$ -	$ 20,500.00	100%	$ -	$ 1,025.00
16	**Contingency**	$ 35,000.00	$ -	$ -	$ -	$ -	0%	$ 35,000.00	$ -
	Page 3 Total	$ 655,800.00	$ 311,500.00	$ 156,000.00	$ -	$ 467,500.00	71%	$ 188,300.00	$ 23,375.00
	TOTAL	**$2,309,000.00**	**$ 748,600.00**	**$ 300,600.00**	**$ 100,200.00**	**$ 1,149,400.00**	**50%**	**$ 1,159,600.00**	**$ 57,470.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

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 #4
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:		$129,000.00
	Retainage:		
	10% Retainage of Complete Work:	$12,900.00	
	0% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$12,900.00	
	Total Earned Less Retainage:		$116,100.00
	Less Previous Certificates of Payment:		$104,281.11
	Current Payment Due:		**$11,818.89**
	Balance to Finish Plus Retainage:		$22,900.00

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $11,818.89

RECOMMENDATION:

Recommend approval of Payment #4 for $11,818.89 as partial payment to NM Contracting, LLC for Construction Services work completed on the Cummings CTE CV4 MEP Upgrades project to be paid from Maintenance Tax Note Fund 189.

Fernando E Villarreal
Submitted by: Principal/Program Adm.

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

Dr. Nellie Cantu
Approved by: Deputy Superintendent 9/30/20

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

September 21, 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. 4

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: $11,818.89

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

Jose Antonio Nicanor
Engineer

09/21/2020
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 #: 4-Aug
PERIOD TO: 08/31/20
PROJECT NO: 2082
CONTRACT DATE: 03/12/20

Distribution to:
- [ ] Owner
- [ ] Const. Mgr
- [ ] Architect
- [ ] Contractor

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

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

P358598.

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)		129,000.00
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	$	12,900.00
b. 10.0% of Stored Material (Column F on Continuation Sheet)	$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	$	12,900.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	116,100.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	104,281.11
8. CURRENT PAYMENT DUE	$	11,818.89
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	22,900.00

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: 9-15-20

State of: Texas
County of: Hidalgo

Subscribed and sworn to before me this 15th day of September, 2020

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

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

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ---------- $ **11,818.89**

(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 Nieves Date: 9/21/2020

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.

520

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

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

APPLICATION NUMBER: **4-Aug**
APPLICATION DATE: 08/31/20
PERIOD TO: 08/31/20

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	15,537.60	3,182.40		18,720.00	100%	0.00	1,872.00
2	Overhead & Profit	$5,910.00	4,905.30	1,004.70		5,910.00	100%	0.00	591.00
3	Building Permit	$1,200.00	1,200.00			1,200.00	100%	0.00	120.00
4	Bonds	$4,170.00	4,170.00			4,170.00	100%	0.00	417.00
5	ALLOWANCES								
6	Owner's Contingency	$10,000.00				0.00	0%	10,000.00	0.00
7	Div. 2 - Sitework								
8	Demo & Concrete	$5,000.00	5,000.00			5,000.00	100%	0.00	500.00
9	Div. 15 - HVAC								
10	HVAC Mobilization/Insurance	$3,000.00	3,000.00			3,000.00	100%	0.00	300.00
11	Metal Duct Material	$750.00	675.00	75.00		750.00	100%	0.00	75.00
12	Metal Duct Labor	$3,800.00	3,420.00	380.00		3,800.00	100%	0.00	380.00
13	Dust Collector & Accessories	$40,450.00	36,405.00	4,045.00		40,450.00	100%	0.00	4,045.00
14	Mechanical Materials	$450.00	405.00	45.00		450.00	100%	0.00	45.00
15	Mechanical Labor	$1,500.00	1,350.00	150.00		1,500.00	100%	0.00	150.00
16	Test & Balance	$1,050.00		1,050.00		1,050.00	100%	0.00	105.00
17	Div. 16 - ELECTRICAL								
18	UG Utility Labor	$3,000.00	3,000.00			3,000.00	100%	0.00	600.00
19	UG Utility Materials	$1,500.00	1,500.00			1,500.00	100%	0.00	1,800.00
20	Gear Labor	$6,000.00	5,400.00	600.00		6,000.00	100%	0.00	350.00
21	Gear Material	$18,000.00	16,200.00	1,800.00		18,000.00	100%	0.00	450.00
22	Conduit Labor	$3,500.00	3,500.00			3,500.00	100%	0.00	350.00
23	Conduit Material	$4,500.00	4,050.00	450.00		4,500.00	100%	0.00	300.00
24	Wire Labor	$3,500.00	3,150.00	350.00		3,500.00	100%	0.00	3,149.00
25	Wire Material	$3,000.00	3,000.00			3,000.00	100%	0.00	2,999.00
26									
27	Change Orders					0.00	0%	0.00	0.00
28	CO 001 - Additional Days	$0.00	0.00			0.00	0%	0.00	0.00
31	GRAND TOTAL	$139,000.00	$115,867.90	$13,132.10	$0.00	$129,000.00	93%	10,000.00	12,900.00

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

Item Title: Payment to Engineering Services
Green, Rubiano & Associates
District Wide (6) Canopy Repair & Replacements

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:			Amount:
Green, Rubiano & Asso.	**District Wide (6) Canopy Repair & Replacements**			Payment #4
	Original Contract Fee Amount:			$108,000.00
	Allowable for Reimbursable Expenses			$0.00
	Windstorm Inspection Services			$6,000.00
	Total Contract Amount			$114,000.00
	Schematic Design	100%	Complete	$9,990.00
	Design Development	100%	Complete	$13,320.00
	Construction Documents:	100%	Complete	$26,640.00
	Bidding:	100%	Complete	$3,330.00
	Construction Administration:	4%	Complete	$532.80
	Reimbursable Expenses:			$0.00
	Less Previously Invoiced:			$68,728.97
	Current Payment Due:			**$9,083.83**
	Balance to Finish:			$45,271.03

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $9,083.83

RECOMMENDATION:

Recommend approval of Payment #4 for a total of $9,083.83 as partial payment Green, Rubiano & Associates for Structural Engineering Services work completed on the District Wide (6) Canopy Repair & Replacement Project to be paid from Maintenance Tax Note Fund 189.

Martin Espinosa
Submitted by: Principal/Program Adm.

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

Dr. Nellie Cantu
Approved by: Deputy Superintendent
9/30/20

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

September 10, 2020

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

Re.: Purchase Order P312612– BISD District Wide Canopies - Engineering Services Invoice

Dear Mr. Espinosa:

Attached please find Green, Rubiano & Associates' (GRA's) invoice number 7560 for the District Wide Canopies project. This invoice covers services rendered through July 31, 2020. Services detailed on invoice; prompt payment is appreciated.

Respectfully,

Rolando R. Rubiano, P.E.
Principal

GREEN, RUBIANO & ASSOCIATES, INC

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

Invoice

Date	Invoice #
7/31/2020	7560

Bill To

Brownsville Independent School District
1900 Price Road
Brownsville, TX 78521
Purchase Order P312612
Attn: Martin Espinosa

Project

746-33 District Wide Canopies

Dates	Description		Amount
	Structural Engineering Design & Construction Administration for the Canopy Repair & Replacement for the BISD Campuses Purchase Order P312612		
	Total construction cost: $1,110,000.00		
	Structural engineering fee at 6% of total construction cost::	$66,600.00	
	-Canales Elementary $291,000.00 at 6%: $17,460.00		
	-Cromack Elementary $327,000.00 at 6%: $19,620.00		
	-Del Castillo Elementary $143,000.00 at 6%: $8,580.00		
	-Aiken Elementary $225,500.00 at 6%: $13,530.00		
	-El Jardin Elementary $123,500.00 at 6%: $7,410.00		
	Windstorm Inspection Services $1,000.00/Campus:	$5,000.00	
	Changes in Scope to Date & Work Performed at Longoria Elementary:	$24,000.00	
	Design of New Canopies at Canales & Cromack Elementary:	$6,000.00	
	Anticipated Changes During Construction:	$8,000.00	
	Total structural engineering services approved to date:	$109,600.00	
	Schematic Design (15%) $9,990.00 now due through 100%:		$9,990.00
	Design Development (20%) $13,320.00 now due through 100%:		$13,320.00
	Construction Documents (40%) $26,640.00 now due through 100%:		$26,640.00
	Bidding (5%) $3,330.00 now due through 100%:		$3,330.00
	Construction Administration (20%) $13,320.00 now due through 4%:		532.80
	Longoria Elementary $24,000.00 design & changes in scope now due through 100%:		$24,000.00
	Windstorm inspection services $5,000.00 now due through 0%:		$0.00
	Canales Elementary & Cromack Elementary $6,000.00 canopies now due thru 0%:		$0.00
	Changes during construction $8,000.00 now due thru 0%:		$0.00
	Total now due:		$77,812.80
	Less previously invoiced:		-$68,728.97
	Total Now Due		$9,083.83

Thank you for your business!

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

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 #6
	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:		$907,402.73
	Retainage:		
	5% Retainage of Complete Work:	$45,370.14	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$45,370.14	
	Total Earned Less Retainage:		$862,032.59
	Less Previous Certificates of Payment:		$700,356.46
	Current Payment Due:		**$161,676.13**
	Balance to Finish Plus Retainage:		$197,967.41

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $161,676.13

RECOMMENDATION:

Recommend approval of Payment #6 for $161,676.13 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, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nellie Cantu
Approved by: Deputy Superintendent 9/30/20

Approved for Submission to Board of Education:

René Gutierrez

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Date: September 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 #6.

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:	6 Rev 1 9/15/2020 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 P352106.				

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)		$ 907,402.73
5.	RETAINAGE:		
a.	5% % of Completed Work (Columns D & E on G703)	$ 45,370.14	
b.	5% % of Stored Material (Column F on G703)	$ -	
	Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 45,370.14
6.	TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)		$ 862,032.59
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 700,356.46
8.	CURRENT PAYMENT DUE		$ 161,676.13
9.	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 197,967.41	

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: 9-17-2020

State of: TEXAS County of: CAMERON
Subscribed and sworn before me this 17th day of Sept. 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..... $ 161,676.13

(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: David Brown
By: _____ Date: 09-17-2020

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 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: **6 Rev 1**
APPLICATION DATE **9/10/2020**
PERIOD TO: **9/15/2020**
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

528

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: **6 Rev 1**
APPLICATION DATE **9/10/2020**
PERIOD TO: **9/15/2020**
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	$375.00		$375.00	75%	$125.00	$18.75
45	Mobilization	$ 250.00	$125.00	$125.00		$250.00	100%	$0.00	$12.50

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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: **6 Rev 1**
APPLICATION DATE **9/10/2020**
PERIOD TO: **9/15/2020**
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%
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	$125.00		$250.00	100%	$0.00	$12.50
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	$580.00		$580.00	100%	$0.00	$29.00
69	2x8	$ 100.00	$0.00	$100.00		$100.00	100%	$0.00	$5.00

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CONTINUATION SHEET

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APPLICATION NO: **6 Rev 1**
APPLICATION DATE **9/10/2020**
PERIOD TO: **9/15/2020**
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%
70	3/4 Plywood	$ 140.00	$0.00	$140.00		$140.00	100%	$0.00	$7.00
71	Roof Tear Off & Disposal	$ 2,200.00	$0.00	$2,200.00		$2,200.00	100%	$0.00	$110.00
72	Labor Install Wood Blocking	$ 1,200.00	$250.00	$950.00		$1,200.00	100%	$0.00	$60.00
73	Labor Install ISO	$ 700.00	$0.00	$700.00		$700.00	100%	$0.00	$35.00
74	Labor Install Dens Deck	$ 700.00	$0.00	$700.00		$700.00	100%	$0.00	$35.00
75	Labor Install Base Ply	$ 600.00	$0.00	$600.00		$600.00	100%	$0.00	$30.00
76	Labor Install Cap Sheet	$ 1,400.00	$0.00	$1,400.00		$1,400.00	100%	$0.00	$70.00
77	Labor Install Flashing	$ 450.00	$0.00	$450.00		$450.00	100%	$0.00	$22.50
78	Metal Flat Stock	$ 1,800.00	$1,800.00	$0.00		$1,800.00	100%	$0.00	$90.00
79	Fabricate DownSpouts	$ 2,000.00	$0.00	$2,000.00		$2,000.00	100%	$0.00	$100.00
80	Splash Blocks	$ 1,500.00	$0.00	$0.00		$0.00	0%	$1,500.00	$0.00
81	Labor DownSpouts	$ 1,800.00	$0.00	$1,800.00		$1,800.00	100%	$0.00	$90.00
82	Roof Tear Off & Disposal	$ 1,520.00	$0.00	$1,520.00		$1,520.00	100%	$0.00	$76.00
83	Install Wood Blocking	$ 400.00	$0.00	$400.00		$400.00	100%	$0.00	$20.00
84	Install ISO	$ 950.00	$0.00	$950.00		$950.00	100%	$0.00	$47.50
85	Install Dens Deck	$ 950.00	$0.00	$950.00		$950.00	100%	$0.00	$47.50
86	Install Base Ply	$ 950.00	$0.00	$950.00		$950.00	100%	$0.00	$47.50
87	Install Cap Sheet	$ 950.00	$0.00	$950.00		$950.00	100%	$0.00	$47.50
88	Install Flashing	$ 750.00	$0.00	$0.00		$0.00	0%	$750.00	$0.00
89	Metal Flat Stock	$ 1,200.00	$1,200.00	$0.00		$1,200.00	100%	$0.00	$60.00
90	Fabricate Copping	$ 275.00	$0.00	$275.00		$275.00	100%	$0.00	$13.75
91	Fabricate Collector Heads	$ 375.00	$0.00	$375.00		$375.00	100%	$0.00	$18.75
92	Fabricate Scuppers	$ 250.00	$0.00	$250.00		$250.00	100%	$0.00	$12.50
93	Fabricate DownSpouts	$ 300.00	$0.00	$300.00		$300.00	100%	$0.00	$15.00

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PERIOD TO: **9/15/2020**
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%
94	Splash Blocks	$ 1,722.00	$0.00	$1,722.00		$1,722.00	100%	$0.00	$86.10
95	Fabricate Wall Receiver	$ 300.00	$0.00	$0.00		$0.00	0%	$300.00	$0.00
96	Labor Copping	$ 450.00	$0.00	$0.00		$0.00	0%	$450.00	$0.00
97	Labor Collector Heads	$ 450.00	$0.00	$0.00		$0.00	0%	$450.00	$0.00
98	Labor Scuppers	$ 450.00	$0.00	$0.00		$0.00	0%	$450.00	$0.00
99	Labor DownSpouts	$ 400.00	$0.00	$0.00		$0.00	0%	$400.00	$0.00
100	Labor Wall Receiver	$ 300.00	$0.00	$0.00		$0.00	0%	$300.00	$0.00
	Total Russell	**$ 39,000.00**	**$ 12,928.00**	**$ 20,887.00**	**$ -**	**$ 33,815.00**	**87%**	**$ 5,185.00**	**$ 1,690.75**
	Sharp ES - Unit B & Unit G								
101	Supervision	$ 5,500.00	$5,500.00	$0.00		$5,500.00	100%	$0.00	$275.00
102	Mobilization	$ 1,600.00	$1,600.00	$0.00		$1,600.00	100%	$0.00	$80.00
103	Submittals	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
104	Demobilization	$ 500.00	$500.00	$0.00		$500.00	100%	$0.00	$25.00
105	Insurance & Bonds	$ 2,149.25	$2,149.25	$0.00		$2,149.25	100%	$0.00	$107.46
106	Building Permit	$ 678.30	$678.30	$0.00		$678.30	100%	$0.00	$33.92
107	Wind Storm Registration	$ 565.25	$565.25	$0.00		$565.25	100%	$0.00	$28.26
108	Wind Storm Certificate	$ 565.25	$0.00	$0.00		$0.00	0%	$565.25	$0.00
109	Storage, Rental Equipment, Fence	$ 2,894.75	$2,894.75	$0.00		$2,894.75	100%	$0.00	$144.74
110	Firestone Final Inspection	$ 726.75	$726.75	$0.00		$726.75	100%	$0.00	$36.34
111	Firestone BaseGard SA	$ 5,733.25	$5,733.25	$0.00		$5,733.25	100%	$0.00	$286.66
112	Firestone SBS Poly Torch Base	$ 9,093.75	$9,093.75	$0.00		$9,093.75	100%	$0.00	$454.69
113	Firestone SBS Premium FR Torch	$ 15,957.50	$15,957.50	$0.00		$15,957.50	100%	$0.00	$797.88
114	Firestone LWC Fasteners	$ 1,211.25	$1,211.25	$0.00		$1,211.25	100%	$0.00	$60.56
115	Firestone 1/2" Cover Board	$ 6,994.25	$6,994.25	$0.00		$6,994.25	100%	$0.00	$349.71

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CONTINUATION SHEET

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APPLICATION DATE **9/10/2020**
PERIOD TO: **9/15/2020**
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%
116	Q Panel	$ 323.00	$323.00	$0.00		$323.00	100%	$0.00	$16.15
117	Firestone Taper	$ 4,441.25	$4,441.25	$0.00		$4,441.25	100%	$0.00	$222.06
118	Firestone ISO 1.5	$ 8,770.11	$8,770.11	$0.00		$8,770.11	100%	$0.00	$438.51
119	Firestone ISO 1.8	$ 1,534.25	$1,534.25	$0.00		$1,534.25	100%	$0.00	$76.71
120	Firestone ISO 2.0	$ 4,553.64	$4,553.64	$0.00		$4,553.64	100%	$0.00	$227.68
121	Firestone Accessories	$ 1,211.25	$1,211.25	$0.00		$1,211.25	100%	$0.00	$60.56
122	Leads	$ 1,049.75	$1,049.75	$0.00		$1,049.75	100%	$0.00	$52.49
123	Cant Strip	$ 242.25	$242.25	$0.00		$242.25	100%	$0.00	$12.11
124	Roofing Accessories	$ 403.75	$403.75	$0.00		$403.75	100%	$0.00	$20.19
125	2x6	$ 4,764.25	$4,764.25	$0.00		$4,764.25	100%	$0.00	$238.21
126	2x8	$ 403.75	$403.75	$0.00		$403.75	100%	$0.00	$20.19
127	3/4 Plywood	$ 683.20	$683.20	$0.00		$683.20	100%	$0.00	$34.16
128	Roof Tear Off & Disposal	$ 7,500.00	$7,500.00	$0.00		$7,500.00	100%	$0.00	$375.00
129	Install Wood Blocking	$ 15,000.00	$15,000.00	$0.00		$15,000.00	100%	$0.00	$750.00
130	Install ISO	$ 3,750.00	$3,750.00	$0.00		$3,750.00	100%	$0.00	$187.50
131	Install Dens Deck	$ 3,750.00	$3,750.00	$0.00		$3,750.00	100%	$0.00	$187.50
132	Install Base Ply	$ 3,250.00	$3,250.00	$0.00		$3,250.00	100%	$0.00	$162.50
133	Install Cap Sheet	$ 3,250.00	$3,250.00	$0.00		$3,250.00	100%	$0.00	$162.50
134	Install Flashing	$ 3,250.00	$3,250.00	$0.00		$3,250.00	100%	$0.00	$162.50
135	Metal Flat Stock	$ 7,500.00	$7,500.00	$0.00		$7,500.00	100%	$0.00	$375.00
136	Fabricate Facia	$ 1,450.00	$1,450.00	$0.00		$1,450.00	100%	$0.00	$72.50
137	Fabricate Gutter	$ 4,250.00	$4,250.00	$0.00		$4,250.00	100%	$0.00	$212.50
138	Fabricate Soffit & Cornice	$ 3,250.00	$3,250.00	$0.00		$3,250.00	100%	$0.00	$162.50
139	Fabricate DownSpouts	$ 1,750.00	$1,750.00	$0.00		$1,750.00	100%	$0.00	$87.50

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PURCHASE ORDER: **P352106**

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140	Splash Blocks	$ 750.00	$750.00	$0.00		$750.00	100%	$0.00	$37.50
141	Labor Install Facia	$ 1,250.00	$1,250.00	$0.00		$1,250.00	100%	$0.00	$62.50
142	Labor Gutter	$ 6,250.00	$6,250.00	$0.00		$6,250.00	100%	$0.00	$312.50
143	Labor Soffit & Cornice	$ 4,300.00	$4,300.00	$0.00		$4,300.00	100%	$0.00	$215.00
144	Labor DownSpouts	$ 1,000.00	$1,000.00	$0.00		$1,000.00	100%	$0.00	$50.00
	Total Sharp	**$ 155,050.00**	**$ 154,484.75**	**$ -**	**$ -**	**$ 154,484.75**	**100%**	**$ 565.25**	**$ 7,724.24**
	Yturria Elementary School								
145	Supervision	$ 30,000.00	$12,000.00	$4,500.00		$16,500.00	55%	$13,500.00	$825.00
146	Mobilization	$ 12,276.00	$11,485.00	$791.00		$12,276.00	100%	$0.00	$613.80
147	Submittals	$ 7,068.00	$7,068.00	$0.00		$7,068.00	100%	$0.00	$353.40
148	Demobilization	$ 2,500.00	$0.00	$0.00		$0.00	0%	$2,500.00	$0.00
149	Insurance & Bonds	$ 14,508.00	$14,508.00	$0.00		$14,508.00	100%	$0.00	$725.40
150	Building Permit	$ 3,124.80	$3,124.80	$0.00		$3,124.80	100%	$0.00	$156.24
151	Wind Storm Registration	$ 2,604.00	$2,604.00	$0.00		$2,604.00	100%	$0.00	$130.20
152	Wind Storm Certificate	$ 2,604.00	$791.00	$511.00		$1,302.00	50%	$1,302.00	$65.10
153	Storage, Rental Equipment, Fence	$ 27,156.00	$10,862.40	$12,220.20		$23,082.60	85%	$4,073.40	$1,154.13
154	Firestone Final Inspection	$ 3,348.00	$0.00	$1,674.00		$1,674.00	50%	$1,674.00	$83.70
155	Firestone BaseGard SA	$ 28,000.00	$28,000.00	$0.00		$28,000.00	100%	$0.00	$1,400.00
156	Firestone SBS Poly Torch Base	$ 58,000.00	$58,000.00	$0.00		$58,000.00	100%	$0.00	$2,900.00
157	Firestone SBS Premium FR Torch	$ 98,000.00	$98,000.00	$0.00		$98,000.00	100%	$0.00	$4,900.00
158	Firestone 1/2" Cover Board	$ 40,000.00	$40,000.00	$0.00		$40,000.00	100%	$0.00	$2,000.00
159	Q Panel	$ 2,488.00	$0.00	$2,488.00		$2,488.00	100%	$0.00	$124.40
160	Firestone Taper	$ 2,000.00	$2,000.00	$0.00		$2,000.00	100%	$0.00	$100.00
161	Firestone ISO 1.5	$ 74,000.00	$74,000.00	$0.00		$74,000.00	100%	$0.00	$3,700.00

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162	Firestone ISO 2.0	$ 4,000.00	$4,000.00	$0.00		$4,000.00	100%	$0.00	$200.00
163	Firestone Accessories	$ 6,580.00	$6,580.00	$0.00		$6,580.00	100%	$0.00	$329.00
164	Leads	$ 5,836.00	$5,836.00	$0.00		$5,836.00	100%	$0.00	$291.80
165	Cant Strip	$ 2,116.00	$2,116.00	$0.00		$2,116.00	100%	$0.00	$105.80
166	Roofing Accessories	$ 2,860.00	$2,860.00	$0.00		$2,860.00	100%	$0.00	$143.00
167	2x6	$ 21,000.00	$14,700.00	$6,300.00		$21,000.00	100%	$0.00	$1,050.00
168	2x8	$ 2,500.00	$1,750.00	$750.00		$2,500.00	100%	$0.00	$125.00
169	3/4 Plywood	$ 4,000.00	$2,800.00	$1,200.00		$4,000.00	100%	$0.00	$200.00
170	Waterproofing	$ 9,500.00	$0.00	$0.00		$0.00	0%	$9,500.00	$0.00
171	Roof Tear Off & Disposal	$ 40,000.00	$28,000.00	$12,000.00		$40,000.00	100%	$0.00	$2,000.00
172	Install Wood Blocking	$ 11,500.00	$8,050.00	$3,450.00		$11,500.00	100%	$0.00	$575.00
173	Install ISO	$ 19,500.00	$13,650.00	$5,850.00		$19,500.00	100%	$0.00	$975.00
174	Install Dens Deck	$ 19,500.00	$13,650.00	$5,850.00		$19,500.00	100%	$0.00	$975.00
175	Install Base Ply	$ 35,500.00	$24,850.00	$10,650.00		$35,500.00	100%	$0.00	$1,775.00
176	Install Cap Sheet	$ 36,500.00	$0.00	$10,950.00		$10,950.00	30%	$25,550.00	$547.50
177	Install Flashing	$ 5,250.00	$0.00	$1,312.50		$1,312.50	25%	$3,937.50	$65.63
178	Metal Flat Stock	$ 15,000.00	$7,500.00	$7,500.00		$15,000.00	100%	$ -	$750.00
179	Wall Panels	$ 4,500.00	$0.00	$4,500.00		$4,500.00	100%	$ -	$225.00
180	Fabricate Copping	$ 3,200.00	$0.00	$3,200.00		$3,200.00	100%	$0.00	$160.00
181	Fabricate Metal Edge	$ 17,000.00	$6,800.00	$6,800.00		$13,600.00	80%	$3,400.00	$680.00
182	Fabricate Scuppers	$ 3,000.00	$1,200.00	$1,200.00		$2,400.00	80%	$600.00	$120.00
183	Fabricate DownSpouts	$ 6,781.20	$0.00	$6,781.20		$6,781.20	100%	$0.00	$339.06
184	Labor Install Copping	$ 2,700.00	$0.00	$0.00		$0.00	0%	$2,700.00	$0.00
185	Labor Metal edge	$ 17,500.00	$7,000.00	$6,125.00		$13,125.00	75%	$4,375.00	$656.25

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APPLICATION NO: **6 Rev 1**
APPLICATION DATE **9/10/2020**
PERIOD TO: **9/15/2020**
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	Labor Scuppers	$ 3,250.00	$1,300.00	$1,137.50		$2,437.50	75%	$812.50	$121.88
187	Labor DownSpouts	$ 7,500.00	$0.00	$3,750.00		$3,750.00	50%	$3,750.00	$187.50
	Total Yturria	**$ 714,250.00**	**$ 515,085.20**	**$ 121,490.40**	**$0.00**	**$ 636,575.60**	**89%**	**$ 77,674.40**	**$ 31,828.78**
	Contingency Allowances								
188	Yturria Elementary School	$ 80,000.00	$0.00	$23,968.00		$23,968.00	30%	$56,032.00	$1,198.40
189	El Jardin ES Unite G & Unit H	$ 5,000.00	$0.00	$0.00		$0.00	0%	$5,000.00	$0.00
190	Russell ES - Unit I Kitchen	$ 3,000.00	$0.00	$3,000.00		$3,000.00	100%	$0.00	$150.00
191	Sharp ES - Unit B & Unit G	$ 12,000.00	$3,360.00	$840.00		$4,200.00	38%	$7,800.00	$210.00
	TOTAL	**$ 1,060,000.00**	**$ 737,217.33**	**$ 170,185.40**	**$ -**	**$ 907,402.73**	**86%**	**$ 152,597.28**	**$ 45,370.14**

536

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 $161,676.13 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: 9-17-2020

Company Name: Argio Roofing & Construction, LLC

By: Rogerio Escobedo

Signature: _____

Title: President

SUBSCRIBED AND SWORN TO BEFORE ME this the 17th day of Sept., 2020.

NOTARY PUBLIC, in and for the State of Texas

Signature: Annabel Garcia

My Commission Expires: 09/03/2022

ANNABEL GARCIA
Notary ID #128370216
My Commission Expires
September 3, 2022

ANNABEL GARCIA
Notary ID #128370216
My Commission Expires
September 3, 2022

Argio
Roofing & Construction, L.L.C.

September 17, 2020

ARMKO Industries
Attn: Travis Jones
3400 N. McColl Road, Ste 38
McAllen, Texas 78501

RE: BISD Multi Campus Roof Replacement Phase 1 Schedule of Values

Mr. Jones,

There were some line items on the Schedule of Values for the above referenced project that were mislabeled and did not apply to this project. The line items have been removed and the dollar amount allocated for those items has been distributed in various labor line items. The line amounts removed were Lines 79, 80, 81, 84 & 85 from Pay Applications 1 thru 5. There had been no charge on these items previously therefore the previously billed amount remains unaffected.
Additionally, there was a duplicate item for Splash Blocks, previously Lines 83 & 99. They have now been combined.
All items were located in the Russell Elementary School section. The total amount of $39,000 for Russell remains the same.

Please contact our office with any questions or concerns.

Regards,

Rogerio Escobedo

Houston 3802 Palm Crest Dr. Rosharon Texas 77583 . (832) 250-9417 . O (956) 7489160 . Rescobedo@argioroofing.com
R. G. V. 29729 Norman Rd Rio Hondo Texas 78583 . (956) 748-9507 . F (956) 748.3940 . Msantana@argioroofing.com
WWW.ARGIOROOFING.COM

NATIONAL ROOFING CONTRACTORS ASSOCIATION

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

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 #6
	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:		$923,264.55
	Retainage:		
	5% Retainage of Complete Work:	$46,163.23	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$46,163.23	
	Total Earned Less Retainage:		$877,101.32
	Less Previous Certificates of Payment:		$686,584.52
	Current Payment Due:		**$190,516.80**
	Balance to Finish Plus Retainage:		$655,646.68

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $190,516.80

RECOMMENDATION:

Recommend approval of Payment #6 for $190,516.80 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 9/30/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

CHANIN
ENGINEERING, LLC

September 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 #6.

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 # 6

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: September 11, 2020 Invoice No: 20-045-5

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:		$ 923,264.55
5.	Retainage (per Agreement):		
	5% of completed Work:	$ 46,163.23	
	0% of stored material:	$ -	
	Total Retainage:		$ 46,163.23
6.	% of Construction Completed:		
	9% of contracted $ amount has been completed		$ 923,264.55
7.	Total completed to date less retainage (4 minus 5):		$ 877,101.32
8.	Less previous Application for Payments:		$ 686,584.52
9.	Balance to Finish Including Retainage:		$ 655,646.68
10.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		**$ 190,516.80**

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 # 6 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 September 11, 2020 RG Enterprises, LLC dba G&G Contractors
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 11TH
day of September 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 September 11, 2020 Chanin Engineering, LLC
ENGINEER
By:

Quantity Worksheet 3.5

Contractor Name: RG ENTERPRISES, LLS dba G&G CONTI
Starting Date:
Project Ending Date:
Engineer's / County Project Desc: CSP 20-116 BISD MULTI CAMPUS CANOPY UPGRADE

Application: 6
Application Date: September 11, 2020
P.O. No.:
Invoice No.: 20-045-5

PROJECT NO.: CSP20-116

A	B	C	D	E	F	G		H	I
Item Code	Description	SCHEDULED VALUE	WORK COMPLETED		MATERIALS COMPLETED AND STORED TO DATE (NOT IN D OR E)	Total Completed to Date (D+E+F)	% COMPLETED (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	MARTIN ELEMENTARY-		FROM PREVIOUS APPLICATIONS (D+E)	THIS PERIOD					(G*5%)
1	MOBILIZATION	$ 5,005.00	$ 3,503.50	$ 500.50		$ 4,004.00	80%	$ 1,001.00	$ 200.20
2	INSURANCE/BONDS	$ 4,500.00	$ 4,500.00	$ -		$ 4,500.00	100%	$ -	$ 225.00
3	OVERHEAD AND PROFIT	$ 8,000.00	$ 2,800.00	$ 1,200.00		$ 4,000.00	50%	$ 4,000.00	$ 200.00
4	PORT-A-POTTY	$ 400.00	$ 200.00	$ 100.00		$ 300.00	75%	$ 100.00	$ 15.00
5	MATERIALS CANOPY	$ 123,450.00	$ 92,587.50	$ 30,862.50		$ 123,450.00	100%	$ -	$ 6,172.50
6	LABOR INSTALLATION OF CANOPY	$ 137,500.00	$ 103,125.00	$ -		$ 103,125.00	75%	$ 34,375.00	$ 5,156.25
7	MATERIALS CONCRETE	$ 42,144.00	$ 21,072.00	$ 12,643.20		$ 33,715.20	80%	$ 8,428.80	$ 1,685.76
8	LABOR INSTALLATION OF CONCRETE	$ 52,500.00	$ 26,250.00	$ 15,750.00		$ 42,000.00	80%	$ 10,500.00	$ 2,100.00
9	ALLOWANCE	$ 20,000.00	$ 1,916.25	$ -		$ 1,916.25	10%	$ 18,083.75	$ 95.81
10	CONTINGENCY ALLOWANCE	$ 10,500.00	$ -	$ -		$ -	0%	$ 10,500.00	$ -
	SUB-TOTALS	**$ 403,999.00**	**255,954.25**	**$ 61,056.20**		**$ 317,010.45**	**78%**	**$ 86,988.55**	**$ 15,850.52**

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: 6
Application Date: September 11, 2020
P.O. No.:
Invoice No.: 20-045-5

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	$ 3,503.50	$ 500.50		$ 4,004.00	80%	$ 1,001.00	$ 200.20
13	INSURANCE/BONDS	$ 4,500.00	$ 4,500.00	$ -		$ 4,500.00	100%	$ -	$ 225.00
14	OVERHEAD AND PROFIT	$ 8,000.00	$ 2,800.00	$ 1,200.00		$ 4,000.00	50%	$ 4,000.00	$ 200.00
15	PORT-A-POTTY	$ 400.00	$ 200.00	$ 100.00		$ 300.00	75%	$ 100.00	$ 15.00
16	MATERIALS CANOPY	$ 127,500.00	$ 95,625.00	$ -		$ 95,625.00	75%	$ 31,875.00	$ 4,781.25
17	LABOR INSTALLATION OF CANOPY	$ 137,500.00	$ 103,125.00	$ -		$ 103,125.00	75%	$ 34,375.00	$ 5,156.25
18	MATERIALS CONCRETE	$ 3,664.00	$ 1,832.00	$ 1,099.20		$ 2,931.20	80%	$ 732.80	$ 146.56
19	LABOR INSTALLATION OF CONCRETE	$ 48,048.00	$ 24,024.00	$ 14,414.40		$ 38,438.40	80%	$ 9,609.60	$ 1,921.92
20	ALLOWANCE	$ 20,000.00	$ 5,232.00	$ -		$ 5,232.00	26%	$ 14,768.00	$ 261.60
21	CONTINGENCY ALLOWANCE	$ 10,500.00		$ -		$ -	0%	$ 10,500.00	$ -
	SUB-TOTALS	$ 365,117.00	240,841.50	$ 17,314.10		$ 258,155.60	71%	$ 106,961.40	12,907.78

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: 6
Application Date: September 11, 2020
P.O. No.:
Invoice No.: 20-045-5

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 +E)	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		$ 63,750.00		$ 63,750.00	50%	$ 63,750.00	$ 3,187.50
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		$ 63,750.00		$ 72,152.50	17%	$ 356,894.50	3,607.63

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: 6
Application Date: September 11, 2020
P.O. No.:
Invoice No.: 20-045-5

PROJECT NO.: CSP20-116

A	B	C	D	E	F	G		H	I
Item Code	Description	SCHEDULED VALUE	WORK COMPLETED		MATERIALS COMPLETED AND STORED TO DATE (NOT IN D OR E)	Total Completed to Date (D+E+F)	% COMPLETED (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	VILLANUEVA ELEMENTARY		FROM PREVIOUS APPLICATIONS (D+E)	THIS PERIOD					(G*5%)
35	MOBILIZATION	$ 5,005.00	$ 3,503.50	$ 500.50		$ 4,004.00	80%	$ 1,001.00	$ 200.20
36	INSURANCE/BONDS	$ 4,500.00	$ 4,500.00	$ -		$ 4,500.00	100%	$ -	$ 225.00
37	OVERHEAD AND PROFIT	$ 8,000.00	$ 2,800.00	$ 1,200.00		$ 4,000.00	50%	$ 4,000.00	$ 200.00
38	PORT-A-POTTY	$ 400.00	$ 200.00	$ 100.00		$ 300.00	75%	$ 100.00	$ 15.00
39	MATERIALS CANOPY	$ 117,500.00	$ 88,125.00	$ 17,625.00		$ 105,750.00	90%	$ 11,750.00	$ 5,287.50
40	LABOR INSTALLATION OF CANOPY	$ 113,900.00	$ 85,425.00	$ 17,085.00		$ 102,510.00	90%	$ 11,390.00	$ 5,125.50
41	MATERIALS CONCRETE	$ 24,156.00	$ 12,076.80	$ 9,663.60		$ 21,740.40	90%	$ 2,415.60	$ 1,087.02
42	LABOR INSTALLATION OF CONCRETE	$ 30,624.00	$ 15,312.00	$ 12,249.60		$ 27,561.60	90%	$ 3,062.40	$ 1,378.08
43	ALLOWANCE	$ 20,000.00	$ 5,580.00	$ -		$ 5,580.00	28%	$ 14,420.00	$ 279.00
44	CONTINGENCY ALLOWANCE	$ 10,500.00	$ -			$ -	0%	$ 10,500.00	$ -
	SUB-TOTALS	$ 334,585.00		$ 58,423.70		$ 275,946.00	82%	$ 58,639.00	13,797.30
	TOTALS	$ 1,532,748.00		$ 200,544.00		$ 923,264.55	60%	$ 609,483.45	$ 46,163.23

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

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 #6
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:		$309,000.00
	Retainage:		
	5% Retainage of Complete Work:	$15,450.00	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$15,450.00	
	Total Earned Less Retainage:		$293,550.00
	Less Previous Certificates of Payment:		$286,725.20
	Current Payment Due:		**$6,824.80**
	Balance to Finish Plus Retainage:		$55,450.00

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $6,824.80

RECOMMENDATION:

Recommend approval of Payment #6 for $6,824.80 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 9/30/20
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

GREEN, RUBIANO & ASSOCIATES

Structural Engineers
Firm Registration #: F-4145

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

August 26, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

RE: Food Nutrition Services Roof Project Pay App #06

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 #06 in the amount of $6,824.80.

The Contractor is also requesting 12 days of extension to the substantial completion time of the contract due to weather delays that occurred during the month of July. The following weather days are acknowledged by GRA.

Wind Delays:

- 6th, 8th, 9th, 10th, 13th, 15th, and 16th

Rain Delays:

- July: 23rd, 24th, 27th, 28th, and 29th

Total Additional Days: 12 Days

Respectfully,

STATE OF TEXAS
ROLANDO R. RUBIANO
86369
LICENSED
PROFESSIONAL ENGINEER
8/26/2020

Approved for payment
9/3/2020

Rolando R. Rubiano, P.E.
Principal
GRA Engineering

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:** 006 **PERIOD TO:** August 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:**			

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		$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)		$309,000.00
5. RETAINAGE:		
a. 5.00 % of Completed Work (Column D + E on G703)	$15,450.00	
b. 5.00 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$15,450.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$293,550.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$286,725.20
8. CURRENT PAYMENT DUE		$6,824.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$55,450.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

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

CONTRACTOR:

By: _____ Date: August 11, 2020

State of: Texas

County of: Cameron

Subscribed and sworn to before me this 11 day of August 2020

Notary Public: Irma E Capistran

My Commission expires: September 15, 2023

IRMA ELIZABETH CAPISTRA
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 $6,824.80

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

ARCHITECT: Engineer

By: _____ Date: 8/26/2020

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

9/3/2020 MC

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Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	006
APPLICATION DATE:	August 11, 2020
PERIOD TO:	August 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	28,966.00	1,034.00	0.00	30,000.00	100.00%	0.00	0.00
02	Insurance	4,000.00	3,850.00	150.00	0.00	4,000.00	100.00%	0.00	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	2,000.00	0.00	5,000.00	100.00%	0.00	0.00
07	Roof Demolition	43,000.00	43,000.00	0.00	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	87,000.00	4,000.00	0.00	91,000.00	100.00%	0.00	0.00
10	Insulation	70,400.00	70,400.00	0.00	0.00	70,400.00	100.00%	0.00	0.00
11	Structural Straps	17,000.00	17,000.00	0.00	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**	**$301,816.00**	**$7,184.00**	**$0.00**	**$309,000.00**	**88.54%**	**$40,000.00**	**$0.00**

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User Notes:

ZIWA
LIFELONG CUSTOMER COMMITMENT

07/30/2020

Rolando Rubiano
Green, Rubiano & Associates

Ref.: BISD FNS Roofing
Rain Delays for the month of 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:

Wind delays:

- 6th, 8th, 9th, 10th, 13th, 15th, 16th = 7 days

Rain delays:

- 23rd, 24th, 27th, 28th, 29th = 5 days

Total: 12 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:** 10/06/2020

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

X **Action**
Information
Discussion

BACKGROUND:

Firm:	Project:			Amount:
Green, Rubiano & Asso.	**BISD Food Nutrition Services Building Roof Repair**			Payment #8
	Original Contract Fee Amount:			$27,500.00
	Total Contract Amount			$27,500.00
	Schematic Design	15%	Complete	$3,750.00
	Design Development	20%	Complete	$5,000.00
	Construction Documents:	40%	Complete	$10,000.00
	Bidding	5%	Complete	$1,250.00
	Construction Administration:	20%	Complete	$4,300.00
	Subtotal:			$24,300.00
	Less Previously Invoiced:			$23,100.00
	Current Payment Due:			**$1,200.00**
	Balance to Finish:			$3,200.00

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $1,200.00

RECOMMENDATION:

Recommend approval of Payment #8 for a total of $1,200.00, as partial payment Green, Rubiano & Associates for Structural Engineering Services work completed on the BISD Food Nutrition Services Building Roof Repair Project to be paid from Maintenance Tax Note Fund 189.

Martin Espinosa
Submitted by: Principal/Program Adm.

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

Dr. Nellie Cantu
Approved by: Deputy Superintendent
9/30/20

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

September 10, 2020

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

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

Dear Mr. Espinosa:

Attached please find Green, Rubiano & Associates' (GRA's) invoice number 7525 for the BISD Food Nutrition Services Building Roof Repairs project. This invoice covers services rendered through July 31, 2020; prompt payment is appreciated.

Respectfully,

Rolando R. Rubiano, P.E.
Principal

9/11/2020 approved

GREEN, RUBIANO & ASSOCIATES, INC

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

Invoice

Date	Invoice #
7/31/2020	7525

Bill To

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

Project

746-35 BISD FNS Roof Repairs

Dates	Description	Amount
	Structural engineering fee for the BISD Food Nutrition Services Building Roof Repairs: $25,000.00 Purchase Order No. P339969	
	Schematic Design(15%) $3,750.00 complete thru 100%:	$3,750.00
	Design Development(20%) $5,000.00 complete thru 100%:	$5,000.00
	Construction Documents(40%) $10,000.00 complete thru 100%:	$10,000.00
	Bidding (5%) $1,250.00 complete thru 100%	$1,250.00
	Construction Administration(20%) $5,000.00 complete thru 86%:	$4,300.00
	Subtotal:	$24,300.00
	Less previously invoiced:	-$23,100.00
	Total Now Due	$1,200.00

Thank you for your business!

9/11/2020

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

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 #8
	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:		$3,110,800.52
	Retainage:		
	5% Retainage of Complete Work:	$155,540.06	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$155,540.06	
	Total Earned Less Retainage:		$2,955,260.46
	Less Previous Certificates of Payment:		$2,817,817.78
	Current Payment Due:		**$137,442.68**
	Balance to Finish Plus Retainage:		$479,639.54

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $137,442.68

RECOMMENDATION:

Recommend approval of Payment #8 for $137,442.68 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 9/30/20
Approved by: Deputy Superintendent

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

September 17, 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 #8

Dear Mr. Villarreal,

We reviewed payment application #8 dated 09/11/2020 for the amount of $137,442.68, and we take no exceptions.

Best Regards,

J. Gabriel Hinojosa, PE, LEED AP
Principal

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: Brownsville ISD

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

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

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

APPLICATION NO: 0008
PERIOD FROM: 8/16/2020
PERIOD TO: 9/15/2020
PROJECT NO: 45190
ARCH PROJ NO:
CONTRACT DATE: 12/6/19
APPLICATION DATE: 9/11/2020
INVOICE NO.:

Distribution To:
___ OWNER
___ ARCHITECT
___ CONTRACTOR
___
___

CONTRACT FOR: P355823.

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	$	3,110,800.52
RETAINAGE:		
5.00% OF COMPLETED WORK $ 155,540.06		
0.00% OF STORED MATERIAL $ 0.00		
TOTAL RETAINAGE	$	155,540.06
TOTAL EARNED LESS RETAINAGE	$	2,955,260.46
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	$	0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	2,817,817.78
CURRENT PAYMENT DUE	$	137,442.68
BALANCE TO FINISH INCLUDING RETAINAGE	$	479,639.54

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

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

CONTRACTOR: Victoria Air Conditioning, LTD.

By: _____ Date: 9/11/2020
Rebecca Doebbler, CFO

State of: Texas
County of: Victoria

Subscribed and sworn to before me this 17 day of September 20 20

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

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 137,442.68

(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: 9/17/2020

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: 0008
APPLICATION DATE: 9/11/2020
PERIOD FROM: 8/16/2020
PERIOD TO: 9/15/2020

CONTRACT FOR:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS APPLICATION	THIS APPLICATION					
				WORK IN PLACE	STORED MATERIALS				
45190-001	Bond	35,000.00	35,000.00	0.00	0.00	35,000.00	100.0%	0.00	1,750.00
45190-002	Contingency Allowance	100,000.00	12,780.00	0.00	0.00	12,780.00	12.8%	87,220.00	639.00
45190-003	Project Award Mobilization	103,047.00	103,047.00	0.00	0.00	103,047.00	100.0%	0.00	5,152.35
45190-004	Onsite Mobilization	103,047.00	103,047.00	0.00	0.00	103,047.00	100.0%	0.00	5,152.36
45190-005	HVAC Equipment	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-006	DX RTU's and Energy Recovery Units - Material	688,080.00	688,080.00	0.00	0.00	688,080.00	100.0%	0.00	34,404.00
45190-007	DX RTU's and Energy Recovery Units - Labor	193,795.00	193,795.00	0.00	0.00	193,795.00	100.0%	0.00	9,689.75
45190-008	Alternate #2 Extended Warranty RTU's & ERU's	109,615.00	0.00	0.00	0.00	0.00	0.0%	109,615.00	0.00
45190-009	Exhaust Fans - Material	46,940.00	46,940.00	0.00	0.00	46,940.00	100.0%	0.00	2,347.00
45190-010	Exhaust Fans - Labor	34,810.00	34,810.00	0.00	0.00	34,810.00	100.0%	0.00	1,740.50
45190-011	Bipolar Ionization Tubes - Material	38,500.00	38,500.00	0.00	0.00	38,500.00	100.0%	0.00	1,925.00
45190-012	Bipolar Ionization Tubes - Labor	13,420.00	12,749.00	671.00	0.00	13,420.00	100.0%	0.00	671.00
45190-013	Air Devices - Material	60.00	60.00	0.00	0.00	60.00	100.0%	0.00	3.00
45190-014	Air Devices - Labor	600.00	600.00	0.00	0.00	600.00	100.0%	0.00	30.00
45190-015	Piping	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-016	Piping - Material	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00
45190-017	Piping - Labor	8,000.00	5,600.00	2,400.00	0.00	8,000.00	100.0%	0.00	400.00
45190-018	Ceiling Work - Material	40,000.00	36,000.00	2,000.00	0.00	38,000.00	95.0%	2,000.00	1,900.00
45190-019	Ceiling Work - Labor	30,000.00	18,000.00	4,500.00	0.00	22,500.00	75.0%	7,500.00	1,125.00
45190-020	Structural Steel - Material	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00
45190-021	Structural Steel - Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00
45190-022	Demolition - Material	12,000.00	12,000.00	0.00	0.00	12,000.00	100.0%	0.00	600.00

45190-023	Demolition - Labor	35,000.00	29,750.00	3,500.00	0.00	33,250.00	95.0%	1,750.00	1,662.50
45190-024	Start Up & Verification	6,000.00	4,800.00	1,200.00	0.00	6,000.00	100.0%	0.00	300.00
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	4,620.00	0.00	0.00	4,620.00	100.0%	0.00	231.00
45190-029	Pipe - Labor	4,860.00	4,860.00	0.00	0.00	4,860.00	100.0%	0.00	243.00
45190-030	Duct - Material	1,530.00	1,530.00	0.00	0.00	1,530.00	100.0%	0.00	76.50
45190-031	Duct - Labor	2,830.00	2,830.00	0.00	0.00	2,830.00	100.0%	0.00	141.50
45190-032	Controls Sub	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-033	Approved Submittals	9,699.00	9,505.02	0.00	0.00	9,505.02	98.0%	193.98	475.26
45190-034	Equipment to Site	48,495.00	48,495.00	0.00	0.00	48,495.00	100.0%	0.00	2,424.76
45190-035	Installation of Hardware	67,893.00	66,535.14	1,357.86	0.00	67,893.00	100.0%	0.00	3,394.65
45190-036	Software & System Programing	38,796.00	36,856.20	1,939.80	0.00	38,796.00	100.0%	0.00	1,939.80
45190-037	System Verification & Close Out	29,097.00	17,458.20	5,819.40	0.00	23,277.60	80.0%	5,819.40	1,163.88
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	4,117.00	0.00	4,117.00	100.0%	0.00	205.85
45190-042	Fire Alarm System	13,580.00	424.00	12,884.40	0.00	13,308.40	98.0%	271.60	665.42
45190-043	Gear - Package	11,000.00	11,000.00	0.00	0.00	11,000.00	100.0%	0.00	550.00
45190-044	Lighting Package	827,156.00	785,798.20	41,357.80	0.00	827,156.00	100.0%	0.00	41,357.80
45190-045	Demolition ES - 10	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-046	Material	4,400.00	3,300.00	0.00	0.00	3,300.00	75.0%	1,100.00	165.00
45190-047	Labor	7,700.00	4,389.00	0.00	0.00	4,389.00	57.0%	3,311.00	219.45
45190-048	Demolition ED - 1.0 Area 1St G,F,E,D,H	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-049	Material	8,800.00	8,800.00	0.00	0.00	8,800.00	100.0%	0.00	440.00
45190-050	Labor	29,700.00	29,106.00	594.00	0.00	29,700.00	100.0%	0.00	1,485.00
45190-051	Demolition ED - 1.1 Area 1st F,E,A,D	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-052	Material	6,600.00	6,336.00	264.00	0.00	6,600.00	100.0%	0.00	330.00
45190-053	Labor	18,700.00	17,952.00	561.00	0.00	18,513.00	99.0%	187.00	925.65
45190-054	Demolition ED - 1.2 Area 1st G	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00

45190-055	Material	2,200.00	550.00	0.00	0.00	550.00	25.0%	1,650.00	27.50
45190-056	Labor	4,950.00	544.50	0.00	0.00	544.50	11.0%	4,405.50	27.23
45190-057	Demolition ED - 1.3 Area 1st B,C, Gym	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-058	Material	4,400.00	2,772.00	1,628.00	0.00	4,400.00	100.0%	0.00	220.00
45190-059	Labor	19,800.00	12,078.00	5,544.00	0.00	17,622.00	89.0%	2,178.00	881.10
45190-060	Demoliation ED - 1.4 Aera 1st B,D	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-061	Material	3,300.00	561.00	2,739.00	0.00	3,300.00	100.0%	0.00	165.00
45190-062	Labor	11,000.00	1,100.00	2,200.00	0.00	3,300.00	30.0%	7,700.00	165.00
45190-063	Demolition ED - 1.5 Aera 2nd E,F,D	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-064	Material	3,300.00	3,300.00	0.00	0.00	3,300.00	100.0%	0.00	165.00
45190-065	Labor	16,500.00	16,500.00	0.00	0.00	16,500.00	100.0%	0.00	825.00
45190-066	Demolition ED - 1.6 Aera 2nd E,F	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-067	Material	2,200.00	1,100.00	1,100.00	0.00	2,200.00	100.0%	0.00	110.00
45190-068	Labor	9,900.00	4,950.00	2,772.00	0.00	7,722.00	78.0%	2,178.00	386.10
45190-069	Demolition ED 1.7 Roof	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-070	Material	3,300.00	3,300.00	0.00	0.00	3,300.00	100.0%	0.00	165.00
45190-071	Labor	13,200.00	13,200.00	0.00	0.00	13,200.00	100.0%	0.00	660.00
45190-072	Site ES - 1.1	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-073	Material	16,500.00	14,355.00	2,145.00	0.00	16,500.00	100.0%	0.00	825.00
45190-074	Labor	77,000.00	62,370.00	3,080.00	0.00	65,450.00	85.0%	11,550.00	3,272.50
45190-075	New E - 1.0 Area 1st G,F,E,D,H	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-076	Material	16,500.00	16,500.00	0.00	0.00	16,500.00	100.0%	0.00	825.00
45190-077	Labor	44,000.00	43,120.00	0.00	0.00	43,120.00	98.0%	880.00	2,156.00
45190-078	New E - 1.1 Aera 1st F,E,A,D	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-079	Material	16,500.00	16,500.00	0.00	0.00	16,500.00	100.0%	0.00	825.00
45190-080	Labor	38,500.00	30,800.00	3,850.00	0.00	34,650.00	90.0%	3,850.00	1,732.50
45190-081	New E - 1.2 Area 1st G	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-082	Material	5,500.00	1,100.00	0.00	0.00	1,100.00	20.0%	4,400.00	55.00
45190-083	Labor	13,750.00	0.00	0.00	0.00	0.00	0.0%	13,750.00	0.00
45190-084	New E - 1.3 Area 1st C, Gyms	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-085	Material	11,000.00	11,000.00	0.00	0.00	11,000.00	100.0%	0.00	550.00

45190-086	Labor	22,000.00	19,800.00	2,200.00	0.00	22,000.00	100.0%	0.00	1,100.00
45190-087	New E - 1.4 Area 1st C	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-088	Material	11,000.00	2,200.00	8,800.00	0.00	11,000.00	100.0%	0.00	550.00
45190-089	Labor	22,000.00	0.00	11,000.00	0.00	11,000.00	50.0%	11,000.00	550.00
45190-090	New E - 1.5 Area 1st B,D	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-091	Material	11,000.00	2,200.00	4,400.00	0.00	6,600.00	60.0%	4,400.00	330.00
45190-092	Labor	27,500.00	0.00	7,700.00	0.00	7,700.00	28.0%	19,800.00	385.00
45190-093	New E - 1.6 Area 1st F,E,D	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-094	Material	16,500.00	16,500.00	0.00	0.00	16,500.00	100.0%	0.00	825.00
45190-095	Labor	44,000.00	43,120.00	0.00	0.00	43,120.00	98.0%	880.00	2,156.00
45190-096	New E - 1.7 Area 2nd F,E	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-097	Material	11,893.00	11,893.00	0.00	0.00	11,893.00	100.0%	0.00	594.65
45190-098	Labor	33,000.00	27,390.00	0.00	0.00	27,390.00	83.0%	5,610.00	1,369.50
45190-099	New E - 1.8 Concession	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-100	Material	3,300.00	0.00	0.00	0.00	0.00	0.0%	3,300.00	0.00
45190-101	Labor	6,600.00	0.00	0.00	0.00	0.00	0.0%	6,600.00	0.00
45190-102	New E - 1.9 Roof	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
45190-103	Material	16,500.00	16,500.00	0.00	0.00	16,500.00	100.0%	0.00	825.00
45190-104	Labor	39,204.00	36,851.76	2,352.24	0.00	39,204.00	100.0%	0.00	1,960.20
45190-105	Roofing Sub	17,316.00	17,316.00	0.00	0.00	17,316.00	100.0%	0.00	865.80
45190-106	Pier Sub	31,950.00	31,950.00	0.00	0.00	31,950.00	100.0%	0.00	1,597.50
Original Contract Totals or Page 1 Total		**3,434,900.00**	**2,966,124.02**	**144,676.50**	**0.00**	**3,110,800.52**	**90.6%**	**324,099.48**	**155,540.06**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

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 #8
	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:		$751,344.00
	Retainage:		
	5% Retainage of Complete Work:	$37,567.20	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$37,567.20	
	Total Earned Less Retainage:		$713,776.80
	Less Previous Certificates of Payment:		$566,849.32
	Current Payment Due:		**$146,927.48**
	Balance to Finish Plus Retainage:		$172,223.20

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $146,927.48

RECOMMENDATION:

Recommend approval of Payment #8 for $146,927.48 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
Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nellie Cantu 9/30/20
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.

Date: September 4, 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 #8.

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:	PROJECT:	APPLICATION NO: EIGHT	Distribution to:
Brownsville Independent School District 1900 E. Price Road, Room #107 Brownsville, TX 78521	Brownsville ISD Multi-Campus Roof Replacement Phase II	PERIOD TO: 09/04/2020	OWNER ☒
		CONTRACT FOR:	ARCHITECT ☐
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT DATE:	CONTRACTOR ☐
American Contracting USA, Inc. 1606 S. Reynolds Rio Hondo, TX 78583 P351917.	Armko Industries, Inc. 1320 Spinks Road Flower Mound, TX 75028	PROJECT NOS: / /	FIELD ☐
			OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	$	886,000.00
2. NET CHANGE BY CHANGE ORDERS	$	0.00
3. CONTRACT SUM TO DATE *(Line 1 + 2)*	$	886,000.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*	$	751,344.00
5. RETAINAGE:		
a. 5 % of Completed Work *(Columns D + E on G703)*	$	37,567.20
b. 5 % of Stored Material *(Column F on G703)*	$	0.00
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*	$	37,567.20
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*	$	713,776.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*	$	566,849.32
8. CURRENT PAYMENT DUE	$	146,927.48
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$	172,223.20

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: Estrella Balcenas Date: 09-04-20
State of: Texas
County of: Cameron
Subscribed and sworn to before me this 4th day of Sept. 2020
Notary Public: Imelda G. Flores
My commission expires: April 19, 2021

IMELDA G. FLORES NOTARY PUBLIC STATE OF OKLAHOMA COMM. # 19001092 EXPIRES 4-19-2021

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 ..... $
(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: David Brown Date: 09-04-2020

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.

AIA Document G702™ – 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

G702TM1992 4

Brownsville ISD
Multi-Campus Roof Replacement Project
Phase II
Schedule of Values

CONTINUATION SHEET **AIA DOCUMENT G703** (INSTRUCTIONS ON REVERSE SIDE

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: EIGHT
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	$79,087.50	$4,162.50	$0.00	$83,250.00	100%	$0.00	$4,162.50
2	Storage Container	$700.00	$665.00	$35.00	$0.00	$700.00	100%	$0.00	$35.00
3	Portable	$500.00	$475.00	$25.00	$0.00	$500.00	100%	$0.00	$25.00
4	Equipment	$6,000.00	$5,700.00	$300.00	$0.00	$6,000.00	100%	$0.00	$300.00
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	$7,125.00	$375.00	$0.00	$7,500.00	100%	$0.00	$375.00
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	$6,000.00	$0.00	$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	$2,000.00	$0.00	$2,000.00	100%	$0.00	$100.00
24	Warranty	$1,050.00	$0.00	$0.00	$0.00	$0.00	0%	$1,050.00	$0.00
25	Coating	$10,000.00	$10,000.00	$0.00	$0.00	$10,000.00	100%	$0.00	$500.00
26	MEP	$30,000.00	$30,000.00	$0.00	$0.00	$30,000.00	100%	$0.00	$1,500.00
27	Allowance	$62,000.00	$0.00	$10,070.00	$0.00	$10,070.00	16%	$51,930.00	$503.50
	SUBTOTAL FOR CUMMINGS MS:	$414,000.00	$344,052.50	$16,967.50	$0.00	$361,020.00	**87%**	$52,980.00	$18,051.00

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%
	Russell Elementary								
28	General Conditions	$23,790.00	$0.00	$14,274.00	$0.00	$14,274.00	60%	$9,516.00	$713.70
29	Storage Container	$350.00	$0.00	$210.00	$0.00	$210.00	60%	$140.00	$10.50
30	Portable	$250.00	$0.00	$150.00	$0.00	$150.00	60%	$100.00	$7.50
31	Equipment	$3,000.00	$0.00	$1,800.00	$0.00	$1,800.00	60%	$1,200.00	$90.00
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	$1,000.00	$0.00	$1,000.00	100%	$0.00	$50.00
35	Dumpsters	$2,000.00	$0.00	$1,800.00	$0.00	$1,800.00	90%	$200.00	$90.00
36	Roofing Materials - Base sheet and plies	$5,000.00	$0.00	$5,000.00	$0.00	$5,000.00	100%	$0.00	$250.00
37	Roofing Materials - Cap Sheet	$8,000.00	$1,680.00	$6,320.00	$0.00	$8,000.00	100%	$0.00	$400.00
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	$2,500.00	$0.00	$2,500.00	100%	$0.00	$125.00
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	$16,000.00	$0.00	$16,000.00	100%	$0.00	$800.00
42	Insulation Materials - Coverboard	$4,000.00	$0.00	$4,000.00	$0.00	$4,000.00	100%	$0.00	$200.00
43	Insulation Labor - Insulation	$2,500.00	$0.00	$2,500.00	$0.00	$2,500.00	100%	$0.00	$125.00
44	Insulation Labor - Coverboard	$2,500.00	$0.00	$2,500.00	$0.00	$2,500.00	100%	$0.00	$125.00
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	$2,000.00	$0.00	$2,000.00	100%	$0.00	$100.00
49	Carpentry Labor	$2,200.00	$0.00	$2,200.00	$0.00	$2,200.00	100%	$0.00	$110.00
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	$62,254.00	$0.00	$67,034.00	**59%**	$46,966.00	$3,351.70

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	$7,500.00	$2,500.00	$0.00	$10,000.00	80%	$2,500.00	$500.0
54	Storage Container	$350.00	$210.00	$70.00	$0.00	$280.00	80%	$70.00	$14.0
55	Portable	$250.00	$150.00	$50.00	$0.00	$200.00	80%	$50.00	$10.0
56	Equipment	$3,000.00	$1,800.00	$600.00	$0.00	$2,400.00	80%	$600.00	$120.0
57	Bonds	$600.00	$600.00	$0.00	$0.00	$600.00	100%	$0.00	$30.0
58	Insurances	$2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100%	$0.00	$100.0
59	Mobilization	$800.00	$800.00	$0.00	$0.00	$800.00	100%	$0.00	$40.0
60	Dumpsters	$1,500.00	$1,350.00	$0.00	$0.00	$1,350.00	90%	$150.00	$67.5
61	Roofing Materials - Base sheet and plies	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00	100%	$0.00	$150.0
62	Roofing Materials - Cap Sheet	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100%	$0.00	$250.0
63	Roofing Materials - Misc. Adhesives, Fasteners, & Etc.	$5,000.00	$1,700.00	$3,300.00	$0.00	$5,000.00	100%	$0.00	$250.0
64	Roofing Labor - Base Sheet & Plies	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100%	$0.00	$75.0
65	Roofing Labor - Cap Sheet	$1,500.00	$0.00	$0.00	$0.00	$0.00	0%	$1,500.00	$0.0
66	Insulation Materials - Insulation	$4,500.00	$3,195.00	$1,305.00	$0.00	$4,500.00	100%	$0.00	$225.0
67	Insulation Materials - Coverboard	$2,500.00	$1,800.00	$700.00	$0.00	$2,500.00	100%	$0.00	$125.0
68	Insulation Labor - Insulation	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100%	$0.00	$75.0
69	Insulation Labor - Coverboard	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100%	$0.00	$75.0
70	Sheet Metal - Material	$2,500.00	$0.00	$2,250.00	$0.00	$2,250.00	90%	$250.00	$112.5
71	Sheet Metal - Labor (Fabrication)	$1,750.00	$0.00	$1,575.00	$0.00	$1,575.00	90%	$175.00	$78.75
72	Sheet Metal - Labor (Installation)	$1,750.00	$0.00	$1,575.00	$0.00	$1,575.00	90%	$175.00	$78.75
73	Carpentry Materials	$1,000.00	$0.00	$1,000.00	$0.00	$1,000.00	100%	$0.00	$50.00
74	Carpentry Labor	$2,000.00	$0.00	$2,000.00	$0.00	$2,000.00	100%	$0.00	$100.00
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	$33,605.00	$16,925.00	$0.00	$50,530.00	**63%**	$29,470.00	$2,526.50

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	$45,136.00	$11,284.00	$0.00	$56,420.00	100%	$0.00	$2,821.00
80	Storage Container	$700.00	$560.00	$140.00	$0.00	$700.00	100%	$0.00	$35.00
81	Portable	$500.00	$400.00	$100.00	$0.00	$500.00	100%	$0.00	$25.00
82	Equipment	$6,000.00	$4,800.00	$1,200.00	$0.00	$6,000.00	100%	$0.00	$300.00
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	$6,300.00	$700.00	$0.00	$7,000.00	100%	$0.00	$350.00
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	$24,000.00	$1,000.00	$0.00	$25,000.00	100%	$0.00	$1,250.00
89	Roofing Materials - Misc. Adhesives, Fasteners, & Etc.	$27,000.00	$22,950.00	$4,050.00	$0.00	$27,000.00	100%	$0.00	$1,350.00
90	Roofing Labor - Base Sheet & Plies	$7,000.00	$7,000.00	$0.00	$0.00	$7,000.00	100%	$0.00	$350.00
91	Roofing Labor - Cap Sheet	$7,000.00	$0.00	$7,000.00	$0.00	$7,000.00	100%	$0.00	$350.00
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	$7,000.00	$0.00	$0.00	$7,000.00	100%	$0.00	$350.00
95	Insulation Labor - Coverboard	$7,000.00	$7,000.00	$0.00	$0.00	$7,000.00	100%	$0.00	$350.00
96	Sheet Metal - Material	$6,000.00	$0.00	$6,000.00	$0.00	$6,000.00	100%	$0.00	$300.00
97	Sheet Metal - Labor (Fabrication)	$4,500.00	$0.00	$4,500.00	$0.00	$4,500.00	100%	$0.00	$225.00
98	Sheet Metal - Labor (Installation)	$4,500.00	$0.00	$4,500.00	$0.00	$4,500.00	100%	$0.00	$225.00
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	$4,500.00	$500.00	$0.00	$5,000.00	100%	$0.00	$250.00
101	Demobilization	$1,800.00	$0.00	$1,800.00	$0.00	$1,800.00	100%	$0.00	$90.00
102	Warranty	$980.00	$0.00	$0.00	$0.00	$0.00	0%	$980.00	$0.00
103	Coating	$12,000.00	$0.00	$12,000.00	$0.00	$12,000.00	100%	$0.00	$600.00
104	Allowance	$8,000.00	$0.00	$3,740.00	$0.00	$3,740.00	47%	$4,260.00	$187.00
	SUBTOTAL FOR EL JARDIN ELEMENTARY:	$278,000.00	$214,246.00	$58,514.00	$0.00	$272,760.00	**98%**	$5,240.00	$13,638.00
	GRAND TOTAL:	**$886,000.00**	**$596,683.50**	**$154,660.50**	**$0.00**	**$751,344.00**	85%	**$134,656.00**	**$37,567.20**

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Brownsville ISD Multi-Campus Roof Replacement Phase II

Job No. _____

The signer of this document has been paid and has received a progress payment in the sum of $ 63,677.07 for all labor, services, equipment, or materials furnished to the property or to American Contracting USA, Inc. (person with whom signer contracted) 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). The signer therefore waives and releases 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 above referenced project to the following extent:

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.

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 09-04-20

American Contracting USA, Inc. (Company name)

By Leticia Barcenas (Signature)

President (Title)

STATE OF TEXAS §
§
COUNTY OF Cameron §

This instrument was acknowledged before me on this 4th day of Sept., 2020, by Leticia Barcenas (name), President (job title) of American Contracting USA, Inc. (company name).

IMELDA G. FLORES NOTARY PUBLIC STATE OF TEXAS ID# 1091924 EXPIRES 4-19-2021

Imelda Flores
NOTARY PUBLIC, STATE OF TEXAS

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

Item Title: Payment to Architectural Services
PBK Architects
Southmost ES – Roof Replacement

X Action
Information
Discussion

BACKGROUND:

PBK Architects

Southmost ES - Roof Replacement			Payment #11F
Original Contract Fee Amount:			$55,000.00
Allowable for Reimbursable Expenses			$0.00
Total Contract Amount			$55,000.00
Phase I:	100%	Complete	$27,500.00
Phase II:	100%	Complete	$27,500.00
Reimbursable Expenses			$0.00
Previously Invoiced:			$49,500.00
Current Payment Due:			**$5,500.00**
Balance to Finish:			$0.00

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $5,500.00

RECOMMENDATION:

Recommend approval of Payment #11 for a total of $5,500.00 as final payment to PBK Architects for Architectural Services work completed on the Southmost Elementary School Roof Replacement 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 9/30/20

Approved for Submission to Board of Education:

René Gutiérrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

3900 N. 10th Street, Suite 810
McAllen, Texas 78501
Toll-free: 1-800-938-7272
Fax: 956-687-1331
PBK.com

September 23, 2020 **VIA: E-MAIL**

Mr. Fernando Villarreal
Facilities/Maintenance Administrator
Brownsville Independent School District
3750 Robindale Road
Brownsville, Texas 78526

Re: Southmost Elementary School Roof Replacement
Brownsville Independent School District
PBK Invoice Number: 520428
PBK Project Number: 18159R

Dear Mr. Villarreal,

For the above referenced project, attached is the invoice for the month of November 2019. This final invoice reflects 100% completion of the Phase 2 in the amount of $5,500.00.

We appreciate the opportunity to work with the Brownsville Independent School District. If you have any questions, please do not hesitate to give me a call at (210) 683-7240.

Sincerely,

A. Todd, Scrimpsher, RA
Vice President
PBK Architects / Facility Consulting Group / BEAM Professionals

cc. File

PBK
6316 N. 10th Street
Building A, Suite 1
McAllen, TX 78504
P: 956-687-1330, F: 956-687-1331

Application For Payment

September 23, 2020
Project No: 000018159R
Invoice No: 520428
Final Invoice

Fernandeo Villarreal
Brownsville Independent School District
Facilities Dept.
3750 Robindale Rd.
Brownsville, TX 78526

Project 000018159R BISD-Southmost ES Roof Replacement
Application No. 11
PO No. P316766

Professional Services from November 1, 2019 to November 30, 2019

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Phase 1	27,500.00	100.00	27,500.00	27,500.00	0.00	
Phase 2	27,500.00	100.00	27,500.00	22,000.00	5,500.00	
Total Fee	55,000.00		55,000.00	49,500.00	5,500.00	
			Total Fee			**5,500.00**
					Total this Invoice	**$5,500.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

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

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:		Amount:
	Design-Build - HVAC & Controls Replacement, Phase II		Payment #11
Schneider Electric	Original Contract Fee Amount:		$7,361,254.00
	Net Change by Change Orders		($199,803.00)
	Contract Sum to Date:		$7,161,451.00
	Total Completed & Stored to Date:		$7,161,451.00
	Retainage:		
	5% Retainage of Complete Work:	$358,072.55	
	5% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$358,072.55	
	Total Earned Less Retainage:		$6,803,378.45
	Less Previous Certificates of Payment:		$6,790,982.45
	Current Payment Due:		**$12,396.00**
	Balance to Finish Plus Retainage:		$358,072.55

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $12,396.00

RECOMMENDATION:

Recommend approval of Payment #11 for $12,396.00 as partial payment to Schneider Electric for Construction Services work completed on the Design-Build HVAC/Controls Replacement, Phase II to be paid from Maintenance Tax Note Fund 189.

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

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

Dr. Nellie Cantu 9/30/20
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.

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

September 21, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

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

In accordance with the contract documents, based on the site observations and the data, comprising the application, Ethos Engineering certifies to the Owner that to the best of our knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the contract documents, and the Contractor (Schneider Electric Buildings Americas, Inc.) is entitled to payment on pay application #11 in the amount of $12,396.00.

Respectfully submitted,

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

APPLICATION AND CERTIFICATE FOR PAYMENT ARCHITECT'S PROJECT #: PC18P0041

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

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

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

APPLICATION NO: 11
PERIOD TO: Sept 21,2020
APPLICATION DATE: Sept 21,2020
CUSTOMER PO #: P326763

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

CONTRACT DATE: 8/17/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER	ADDITIONS	DEDUCTIONS
TOTAL	0.00	
Changer Order #1		199,803.00
TOTALS:	0.00	199,803.00
NET CHANGE BY CHANGE ORDERS	(199,803.00)	

1. ORIGINAL CONTRACT SUM	$7,361,254.00
2. NET CHANGE BY CHANGE ORDERS	($199,803.00)
3. CONTRACT SUM TO DATE	$7,161,451.00
4. TOTAL COMPLETED AND STORED TO DATE	$7,161,451.00
5. RETAINAGE:	
A. 5% OF COMPLETED WORK $358,072.55	
B. 5% OF STORED MATERIAL $0.00	
TOTAL RETAINAGE(AMT SHOULD = TOTAL COLUMN J)	$358,072.55
6. TOTAL EARNED LESS RETAINAGE	$6,803,378.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	$6,790,982.45
8. CURRENT PAYMENT DUE	$12,396.00
9. BALANCE TO FINISH, PLUS RETAINAGE	$358,072.55

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: Schneider Electric Buildings Americas, Inc.

BY: _____ DATE: 9/21/2020

STATE OF: TEXAS COUNTY OF: Brazoria
SUBSCRIBED AND SWORN TO BEFORE ME THIS 21st DAY OF September, 2020
NOTARY PUBLIC

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

MY COMMISSION EXPIRES: July 23, 2021

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

AMOUNT CERTIFIED.....$ 12,396.00

ARCHITECT:

By: _____ Date: 9-21-20

AIA Form

Schneider Electric Buildings Americas, Inc.

APPLICATION NUMBER: 11
APPLICATION DATE: Sept 21,2020
PERIOD TO: Sept 21,2020
ARCHITECT'S PROJECT NO: PC18P0041

Brownsville ISD PH 2 (ACH) Routing# 111000012

A	B	C	D	E	F	G	H	I	J
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 PREV. APPLICATION (D+E)	THIS PERIOD					
	BISD Project PH 1B								
	Mechanical & Automation								
1	***Project Total = $7,361,254***								
2	***Porter HS ($615,419)***								
3	Scope Dev and Engineering	29,136.00	29,136.00	0.00	0.00	29,136.00	100.00	0.00	1,456.80
4	Construction Management	41,199.00	41,199.00	0.00	0.00	41,199.00	100.00	0.00	2,059.95
5	Training, Tools, Warranty	7,478.00	7,478.00	0.00	0.00	7,478.00	100.00	0.00	373.90
6	Bonding and Insurance	7,206.00	7,206.00	0.00	0.00	7,206.00	100.00	0.00	360.30
7	M&V	4,326.00	4,326.00	0.00	0.00	4,326.00	100.00	0.00	216.30
8	HVAC Replacements	526,074.00	526,074.00	0.00	0.00	526,074.00	100.00	0.00	26,303.70
9	**This Period Total**			0.00					
10	***Besteiro MS ($2,222,308)***								
11	Scope Dev and Engineering	105,209.00	105,209.00	0.00	0.00	105,209.00	100.00	0.00	5,260.45
12	Construction Management	148,772.00	147,284.28	0.00	0.00	147,284.28	99.00	1,487.72	7,364.21
13	Training, Tools, Warranty	27,003.00	26,732.97	0.00	0.00	26,732.97	99.00	270.03	1,336.65
14	Bonding and Insurance	26,022.00	26,022.00	0.00	0.00	26,022.00	100.00	0.00	1,301.10
15	M&V	15,621.00	15,464.79	0.00	0.00	15,464.79	99.00	156.21	773.24
16	HVAC Replacements	1,563,614.00	1,547,977.86	0.00	0.00	1,547,977.86	99.00	15,636.14	77,398.89
17	Automation Installation	336,067.00	323,074.10	0.00	0.00	323,074.10	96.13	12,992.90	16,153.71
18	**This Period Total**			0.00					
19	***Garcia MS ($1,228,702)***								
20	Scope Dev and Engineering	58,172.00	58,172.00	0.00	0.00	58,172.00	100.00	0.00	2,908.60
21	Construction Management	82,255.00	78,964.80	0.00	0.00	78,964.80	96.00	3,290.20	3,948.24
22	Training, Tools, Warranty	14,929.00	14,331.84	0.00	0.00	14,331.84	96.00	597.16	716.59
23	Bonding and Insurance	14,387.00	14,387.00	0.00	0.00	14,387.00	100.00	0.00	719.35
24	M&V	8,636.00	8,290.56	0.00	0.00	8,290.56	96.00	345.44	414.53
25	HVAC Replacements	685,566.00	678,710.34	0.00	0.00	678,710.34	99.00	6,855.66	33,935.52
26	Automation Installation	364,757.00	251,787.54	0.00	0.00	251,787.54	69.03	112,969.46	12,589.38
27	**This Period Total**			0.00					
28	***Lucio MS ($1,398,653)***								
29	Scope Dev and Engineering	66,218.00	66,218.00	0.00	0.00	66,218.00	100.00	0.00	3,310.90
30	Construction Management	93,632.00	91,759.36	0.00	0.00	91,759.36	98.00	1,872.64	4,587.97
31	Training, Tools, Warranty	16,994.00	16,654.12	0.00	0.00	16,654.12	98.00	339.88	832.71
32	Bonding and Insurance	16,377.00	16,377.00	0.00	0.00	16,377.00	100.00	0.00	818.85
33	M&V	9,831.00	9,339.45	0.00	0.00	9,339.45	95.00	491.55	466.97
34	HVAC Replacements	829,019.00	820,728.81	0.00	0.00	820,728.81	99.00	8,290.19	41,036.44
35	Automation Installation	366,582.00	362,916.18	0.00	0.00	362,916.18	99.00	3,665.82	18,145.81
36	**This Period Total**			0.00					
37	Cont. on Page 4								
38									
39									
40									
	SUBTOTAL	5,465,082.00	5,295,821.00	0.00	0.00	5,295,821.00	96.90	169,261.00	264,791.05

Schneider Electric Buildings Americas, Inc.

APPLICATION NUMBER: 11
APPLICATION DATE: Sept 21,2020
PERIOD TO: Sept 21,2020
ARCHITECT'S PROJECT NO: PC18P0041

Brownsville ISD PH 2 (ACH) Routing# 111000012

A	B	C	D	E	F	G	H	I	J
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 PREV. APPLICATION (D+E)	THIS PERIOD					
41	**BISD Project PH 1B**								
42	**Mechanical & Automation**								
43									
44	***Paredes ES ($1,345,576)***								
45	Scope Dev and Engineering	63,704.00	63,704.00	0.00	0.00	63,704.00	100.00	0.00	3,185.20
46	Construction Management	90,079.00	85,575.05	0.00	0.00	85,575.05	95.00	4,503.95	4,278.75
47	Training, Tools, Warranty	16,350.00	15,532.50	0.00	0.00	15,532.50	95.00	817.50	776.63
48	Bonding and Insurance	15,756.00	15,756.00	0.00	0.00	15,756.00	100.00	0.00	787.80
49	M&V	9,458.00	9,268.84	0.00	0.00	9,268.84	98.00	189.16	463.44
50	HVAC Replacements	818,010.00	809,829.90	0.00	0.00	809,829.90	99.00	8,180.10	40,491.50
51	Automation Installation	332,219.00	302,319.29	13,048.42	0.00	315,367.71	94.93	16,851.29	15,768.39
52	**This Period Total**			13,048.42					
53	***Southmost ES ($550,596)***								
54	Scope Dev and Engineering	26,068.00	26,068.00	0.00	0.00	26,068.00	100.00	100.00	1,303.40
55	Construction Management	36,859.00	36,859.00	0.00	0.00	36,859.00	100.00	99.00	1,842.95
56	Training, Tools, Warranty	6,690.00	6,690.00	0.00	0.00	6,690.00	100.00	99.00	334.50
57	Bonding and Insurance	6,447.00	6,447.00	0.00	0.00	6,447.00	100.00	100.00	322.35
58	M&V	3,870.00	3,870.00	0.00	0.00	3,870.00	100.00	99.00	193.50
59	HVAC Replacements	268,988.00	268,988.00	0.00	0.00	268,988.00	100.00	99.00	13,449.40
60	Automation Installation	201,674.00	201,674.00	0.00	0.00	201,674.00	100.00	99.00	10,083.70
61	**This Period Total**			0.00					
62	**Credit on Equipment (CO #1)**								
63	*Besteiro MS (30,543)*	(30,543.00)	0.00	(30,543.00)	0.00	(30,543.00)	100.00	(30,543.00)	
64	*Garcia MS (108,175)*	(108,175.00)	0.00	(54,087.50)	0.00	(54,087.50)	100.00	(108,175.00)	
65	*Lucio MS (30,543)*	(30,543.00)	0.00	(30,543.00)	0.00	(30,543.00)	100.00	(30,543.00)	
66	*Paredes ES (30,542)*	(30,542.00)	0.00	(30,542.00)	0.00	(30,542.00)	100.00	(30,542.00)	
67	***Total Equipment Credits - ($199,803.00)***							**(199,803.00)**	
68									
	SUBTOTAL	1,896,172.00	1,852,581.58	13,048.42	0.00	1,865,630.00	98.39	31,237.00	93,281.50
	TOTAL	7,361,254.00	7,148,402.58	13,048.42	0.00	7,161,451.00	97.29	200,498.00	358,072.55

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

Item Title: Payment to Contractor
E3 Entegral Solutions
Design Build HVAC (CHW) Phase III

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:		
E3 Entegral Solutions, Inc.	**Design Build-HVAC (CHW) Phase III**		Payment #13
	Original Contract Fee Amount:		$4,787,642.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$4,787,642.00
	Total Completed & Stored to Date:		$4,770,542.00
	Retainage:		
	5% Retainage of Complete Work:	$238,527.10	
	0% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$238,527.10	
	Total Earned Less Retainage:		$4,532,014.90
	Less Previous Certificates of Payment:		$4,515,769.90
	Current Payment Due:		**$16,245.00**
	Balance to Finish Plus Retainage:		$255,627.10

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $16,245.00

RECOMMENDATION:

Recommend approval of Payment #13 for $16,245.00, as partial payment to E3 Entegral Solutions, Inc. for Construction Services work completed on the Design Build-HVAC (CHW)-Phase III project to be paid from Maintenance Tax Note Fund 189.

Martin Espinosa
Submitted by: Principal/Program Adm.

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

Dr. Nellie Cantu
Approved by: Deputy Superintendent 9/30/20

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

February 25, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

RE: BISD Design-Build HVAC (CHW) Phase III – Energy Efficiency and Conservation Contract

In accordance with the contract documents, based on the site observations and the data, comprising the application, Ethos Engineering certifies to the Owner that to the best of our knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the contract documents, and the Contractor (E3 Entegral Solutions, Inc.) is entitled to payment on pay application #13 in the amount of $16,245.00.

Respectfully submitted,

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

9/16/2020

INVOICE

REMIT TO: E3 Entegral Solutions, Inc.
2040 Highland Village Rd, Suite 100, Highland Village, TX 75077

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521
Attn:

INVOICE NO: 141056

INV. DATE: 2/19/2020

Entegral Job No: BRNVI-D-04

RE: Energy Conservation Project

Furnish materials, equipment, and labor required to perform Energy Conservation Project for Brownsville ISD, per our contract with Brownsville ISD.

REQUEST FOR PAYMENT NO: 13

ORIGINAL CONTRACT AMOUNT:	$ 4,787,642.00	
CHANGE ORDERS TO DATE:	$ 0.00	
CURRENT CONTRACT AMOUNT:	$ 4,787,642.00	
AMOUNT COMPLETED TO DATE:		$ 4,770,542.00
LESS RETAINAGE:		$ 238,527.10
		$ 4,532,014.90
LESS NET PREVIOUS REQUEST:		$ 4,515,769.90
AMOUNT DUE THIS REQUEST:		**$ 16,245.00**

Experienced. *Effective.* *Efficient.*

IMPORTANT NOTICE TO ALL CLIENTS REGARDING PAYMENTS TO E3

In order to protect our Clents against payment fraud, ANY change in remittance address or E3 bank account information will be communicated directly to our Clients by the assigned E3 project manager or account manager. The remittance address at the top of this invoice is correct and remains in effect unless notified. Any changes will NOT be communicated via email.

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

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

PROJECT: **Brownsville ISD III (CHW)**
Energy Efficiency and Conservation Contract

APPLICATION NO: 13
APPLICATION DATE: 2/19/2020
PERIOD TO: 2/29/2020

FROM CONTRACTOR:
E3 Entegral Solutions, Inc.
2040 Highland Village Rd.
Suite 100
Highland Village, TX 75077

PROJECT MANAGER: **Donald Todd**

Contract Date: 12/10/2018
Entegral Job No: BRNVI-D-04

Entegral Invoice No: 141056

P334496

CONTRACT FOR: Energy Efficiency and Conservation Project

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:		$ 4,787,642.00
2.	NET CHANGE BY CHANGE ORDERS:		$ 0.00
3.	CONTRACT SUM TO DATE (Line 1+2):		$ 4,787,642.00
4.	TOTAL COMPLETED AND STORED TO DATE:		$ 4,770,542.00
5.	RETAINAGE:		
	a. 5% of Completed Work	$ 238,527.10	
	b. 0% of Stored Material	$ 0.00	
	TOTAL RETAINAGE:		$ 238,527.10
6.	TOTAL EARNED LESS RETAINAGE: (Line 4 less Line 5 total)		$ 4,532,014.90
7.	LESS PREVIOUS CERTIFICATES OF PAYMENT: (Line 6 from prior certificates)		$ 4,515,769.90
8.	CURRENT PAYMENT DUE:		$ 16,245.00
9.	BALANCE TO FINISH, INC. RETAINAGE: (Line 3 less line 6)		$ 255,627.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved previously		
Total approved this period		
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 which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: E3 ENTEGRAL SOLUTIONS, INC.

By: Cindy Cannedy Date: 2/19/2020

State of: TX County of: Denton

Subscribed and sworn to me this: 19th February, 2020

Notary Public: Patricia A Thompson

PATRICIA A THOMPSON
Notary Public, State of Texas
Comm. Expires 04-05-2024
Notary ID 13060797-6

CERTIFICATE OF PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and 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 Contract Documents, and the Contractor is entitled to payment of the **AMOUNT CERTIFIED: $16,245.00**

CONSTRUCTION MANAGER:

Signature: Conor Donnelly P. Date: 02/25/2020

9/16/2020

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Brownsville ISD III (CHW)

Continuation Sheet

APPLICATION NUMBER: 13
APPLICATION DATE: 2/19/2020
PERIOD TO: 2/29/2020
ENTEGRAL JOB NO: BRNVI-D-04

ITEM NO.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
Lopez High School									
1	Lopez HS Boilers, Pumps, Piping Material	170,238.00	170,238.00	0.00	0.00	170,238.00	100	0.00	8,511.90
2	Lopez HS Boilers, Pumps, Piping Installation	113,396.00	113,396.00	0.00	0.00	113,396.00	100	0.00	5,669.80
3	Lopez HS OA Damper Replacement	97,000.00	97,000.00	0.00	0.00	97,000.00	100	0.00	4,850.00
4	Lopez HS Cooling Towers and Material	395,000.00	395,000.00	0.00	0.00	395,000.00	100	0.00	19,750.00
5	Lopez HS Cooling Towers Installation	276,000.00	276,000.00	0.00	0.00	276,000.00	100	0.00	13,800.00
6	Lopez HS VAV Material	410,000.00	410,000.00	0.00	0.00	410,000.00	100	0.00	20,500.00
7	Lopez HS VAV Installation	275,000.00	275,000.00	0.00	0.00	275,000.00	100	0.00	13,750.00
8	Lopez HS Controls Material	553,000.00	553,000.00	0.00	0.00	553,000.00	100	0.00	27,650.00
9	Lopez HS Controls Installation	399,366.00	399,366.00	0.00	0.00	399,366.00	100	0.00	19,968.30
10	Lopez HS Engineering	36,133.00	36,133.00	0.00	0.00	36,133.00	100	0.00	1,806.65
11	Lopez HS Mobilization	85,084.00	85,084.00	0.00	0.00	85,084.00	100	0.00	4,254.20
		2,810,217.00	**2,810,217.00**	**0.00**	**0.00**	**2,810,217.00**		**0.00**	**140,510.85**
Pace High School									
12	Pace HS VFDs, Dampers and Piping Materials	118,000.00	118,000.00	0.00	0.00	118,000.00	100	0.00	5,900.00
13	Pace HS VFDs, Dampers and Piping Installation	80,000.00	80,000.00	0.00	0.00	80,000.00	100	0.00	4,000.00
14	Pace HS Chiller	148,000.00	148,000.00	0.00	0.00	148,000.00	100	0.00	7,400.00
15	Pace HS Controls Material	498,200.00	498,200.00	0.00	0.00	498,200.00	100	0.00	24,910.00
16	Pace HS Controls Installation	342,000.00	307,800.00	17,100.00	0.00	324,900.00	95	17,100.00	16,245.00

Brownsville ISD III (CHW)

Continuation Sheet

APPLICATION NUMBER: 13

APPLICATION DATE: 2/19/2020

PERIOD TO: 2/29/2020

ENTEGRAL JOB NO: BRNVI-D-04

ITEM NO.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
17	Pace HS Engineering	12,690.00	12,690.00	0.00	0.00	12,690.00	100	0.00	634.50
18	Pace HS Mobilization	16,250.00	16,250.00	0.00	0.00	16,250.00	100	0.00	812.50
		1,215,140.00	**1,180,940.00**	**17,100.00**	**0.00**	**1,198,040.00**		**17,100.00**	**59,902.00**
Stillman Middle School									
19	Stillman MS Valve Replacements	105,000.00	105,000.00	0.00	0.00	105,000.00	100	0.00	5,250.00
20	Stillman MS RTU Panel Refurbishment	32,000.00	32,000.00	0.00	0.00	32,000.00	100	0.00	1,600.00
21	Stillman MS Controls Materials	305,200.00	305,200.00	0.00	0.00	305,200.00	100	0.00	15,260.00
22	Stillman MS Controls Installation	234,000.00	234,000.00	0.00	0.00	234,000.00	100	0.00	11,700.00
23	Stillman MS Engineering	37,470.00	37,470.00	0.00	0.00	37,470.00	100	0.00	1,873.50
24	Stillman MS Mobilization	48,615.00	48,615.00	0.00	0.00	48,615.00	100	0.00	2,430.75
		762,285.00	**762,285.00**	**0.00**	**0.00**	**762,285.00**		**0.00**	**38,114.25**
		4,787,642.00	**4,753,442.00**	**17,100.00**	**0.00**	**4,770,542.00**		**17,100.00**	**238,527.10**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

Item Title: Payment to Contractor
E3 Entegral Solutions
Design Build HVAC (CHW) Phase III

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:		Amount:
E3 Entegral Solutions, Inc.	**Design Build-HVAC (CHW) Phase III**		Payment #14
	Original Contract Fee Amount:		$4,787,642.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$4,787,642.00
	Total Completed & Stored to Date:		$4,770,542.00
	Retainage:		
	5% Retainage of Complete Work:	$239,382.10	
	0% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$239,382.10	
	Total Earned Less Retainage:		$4,548,259.90
	Less Previous Certificates of Payment:		$4,532,014.90
	Current Payment Due:		**$16,245.00**
	Balance to Finish Plus Retainage:		$239,382.10

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $16,245.00

RECOMMENDATION:

Recommend approval of Payment #14 for $16,245.00, as partial payment to E3 Entegral Solutions, Inc. for Construction Services work completed on the Design Build-HVAC (CHW)-Phase III project to be paid from Maintenance Tax Note Fund 189.

Martin Espinosa
Submitted by: Principal/Program Adm.

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

Dr. Nellie Cantu
Approved by: Deputy Superintendent 9/30/20

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

March 30, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

RE: BISD Design-Build HVAC (CHW) Phase III – Energy Efficiency and Conservation Contract

In accordance with the contract documents, based on the site observations and the data, comprising the application, Ethos Engineering certifies to the Owner that to the best of our knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the contract documents, and the Contractor (E3 Entegral Solutions, Inc.) is entitled to payment on pay application #14 in the amount of $16,245.00.

Respectfully submitted,

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

9/16/2020

INVOICE

REMIT TO: E3 Entegral Solutions, Inc.
2040 Highland Village Rd, Suite 100, Highland Village, TX 75077

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521
Attn:

INVOICE NO: 141083

INV. DATE: 3/25/2020

Entegral Job No: BRNVI-D-04

RE: Energy Conservation Project

Furnish materials, equipment, and labor required to perform Energy Conservation Project for Brownsville ISD, per our contract with Brownsville ISD.

REQUEST FOR PAYMENT NO: 14

ORIGINAL CONTRACT AMOUNT:	$ 4,787,642.00	
CHANGE ORDERS TO DATE:	$ 0.00	
CURRENT CONTRACT AMOUNT:	$ 4,787,642.00	
AMOUNT COMPLETED TO DATE:		$ 4,787,642.00
LESS RETAINAGE:		$ 239,382.10
		$ 4,548,259.90
LESS NET PREVIOUS REQUEST:		$ 4,532,014.90
AMOUNT DUE THIS REQUEST:		**$ 16,245.00**

Experienced. *Effective.* *Efficient.*

IMPORTANT NOTICE TO ALL CLIENTS REGARDING PAYMENTS TO E3

In order to protect our Clients against payment fraud, ANY change in remittance address or E3 bank account information will be communicated directly to our Clients by the assigned E3 project manager or account manager. The remittance address at the top of this invoice is correct and remains in effect unless notified. Any changes will NOT be communicated via email.

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

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

PROJECT: **Brownsville ISD III (CHW)**
Energy Efficiency and Conservation Contract

APPLICATION NO: 14
APPLICATION DATE: 3/25/2020
PERIOD TO: 3/31/2020

FROM CONTRACTOR:
E3 Entegral Solutions, Inc.
2040 Highland Village Rd.
Suite 100
Highland Village, TX 75077 P 334496

PROJECT MANAGER: Donald Todd

Contract Date: 12/10/2018
Entegral Job No: BRNVI-D-04

Entegral Invoice No: 141083

CONTRACT FOR: Energy Efficiency and Conservation Project

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:		$ 4,787,642.00
2.	NET CHANGE BY CHANGE ORDERS:		$ 0.00
3.	CONTRACT SUM TO DATE (Line 1+2):		$ 4,787,642.00
4.	TOTAL COMPLETED AND STORED TO DATE:		$ 4,787,642.00
5.	RETAINAGE:		
	a. 5% of Completed Work	$ 239,382.10	
	b. 0% of Stored Material	$ 0.00	
	TOTAL RETAINAGE:		$ 239,382.10
6.	TOTAL EARNED LESS RETAINAGE: (Line 4 less Line 5 total)		$ 4,548,259.90
7.	LESS PREVIOUS CERTIFICATES OF PAYMENT: (Line 6 from prior certificates)		$ 4,532,014.90
8.	CURRENT PAYMENT DUE:		$ 16,245.00
9.	BALANCE TO FINISH, INC. RETAINAGE: (Line 3 less line 6)		$ 239,382.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved previously		
Total approved this period		
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 which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: E3 ENTEGRAL SOLUTIONS, INC.

By: Cindy Cannedy Date: 3/26/2020

State of: TX County of: Denton

Subscribed and sworn to me this: 26th March 2020

Notary Public: Patricia A. Thompson

PATRICIA A THOMPSON
Notary Public, State of Texas
Comm. Expires 04-05-2024
Notary ID 13060797-6

CERTIFICATE OF PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and 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 Contract Documents, and the Contractor is entitled to payment of the **AMOUNT CERTIFIED: $16,245.00**
CONSTRUCTION MANAGER:

Signature: Cesar Gonzalez P. Date: 03/30/2020

MK 9/16/2020

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Brownsville ISD III (CHW)

Continuation Sheet

APPLICATION NUMBER: 14
APPLICATION DATE: 3/25/2020
PERIOD TO: 3/31/2020
ENTEGRAL JOB NO: BRNVI-D-04

ITEM NO.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
Lopez High School									
1	Lopez HS Boilers, Pumps, Piping Material	170,238.00	170,238.00	0.00	0.00	170,238.00	100	0.00	8,511.90
2	Lopez HS Boilers, Pumps, Piping Installation	113,396.00	113,396.00	0.00	0.00	113,396.00	100	0.00	5,669.80
3	Lopez HS OA Damper Replacement	97,000.00	97,000.00	0.00	0.00	97,000.00	100	0.00	4,850.00
4	Lopez HS Cooling Towers and Material	395,000.00	395,000.00	0.00	0.00	395,000.00	100	0.00	19,750.00
5	Lopez HS Cooling Towers Installation	276,000.00	276,000.00	0.00	0.00	276,000.00	100	0.00	13,800.00
6	Lopez HS VAV Material	410,000.00	410,000.00	0.00	0.00	410,000.00	100	0.00	20,500.00
7	Lopez HS VAV Installation	275,000.00	275,000.00	0.00	0.00	275,000.00	100	0.00	13,750.00
8	Lopez HS Controls Material	553,000.00	553,000.00	0.00	0.00	553,000.00	100	0.00	27,650.00
9	Lopez HS Controls Installation	399,366.00	399,366.00	0.00	0.00	399,366.00	100	0.00	19,968.30
10	Lopez HS Engineering	36,133.00	36,133.00	0.00	0.00	36,133.00	100	0.00	1,806.65
11	Lopez HS Mobilization	85,084.00	85,084.00	0.00	0.00	85,084.00	100	0.00	4,254.20
		2,810,217.00	**2,810,217.00**	**0.00**	**0.00**	**2,810,217.00**		**0.00**	**140,510.85**
Pace High School									
12	Pace HS VFDs, Dampers and Piping Materials	118,000.00	118,000.00	0.00	0.00	118,000.00	100	0.00	5,900.00
13	Pace HS VFDs, Dampers and Piping Installation	80,000.00	80,000.00	0.00	0.00	80,000.00	100	0.00	4,000.00
14	Pace HS Chiller	148,000.00	148,000.00	0.00	0.00	148,000.00	100	0.00	7,400.00
15	Pace HS Controls Material	498,200.00	498,200.00	0.00	0.00	498,200.00	100	0.00	24,910.00

Brownsville ISD III (CHW)

Continuation Sheet

APPLICATION NUMBER: 14

APPLICATION DATE: 3/25/2020

PERIOD TO: 3/31/2020

ENTEGRAL JOB NO: BRNVI-D-04

ITEM NO.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
16	Pace HS Controls Installation	342,000.00	324,900.00	17,100.00	0.00	342,000.00	100	0.00	17,100.00
17	Pace HS Engineering	12,690.00	12,690.00	0.00	0.00	12,690.00	100	0.00	634.50
18	Pace HS Mobilization	16,250.00	16,250.00	0.00	0.00	16,250.00	100	0.00	812.50
		1,215,140.00	**1,198,040.00**	**17,100.00**	**0.00**	**1,215,140.00**		**0.00**	**60,757.00**
Stillman Middle School									
19	Stillman MS Valve Replacements	105,000.00	105,000.00	0.00	0.00	105,000.00	100	0.00	5,250.00
20	Stillman MS RTU Panel Refurbishment	32,000.00	32,000.00	0.00	0.00	32,000.00	100	0.00	1,600.00
21	Stillman MS Controls Materials	305,200.00	305,200.00	0.00	0.00	305,200.00	100	0.00	15,260.00
22	Stillman MS Controls Installation	234,000.00	234,000.00	0.00	0.00	234,000.00	100	0.00	11,700.00
23	Stillman MS Engineering	37,470.00	37,470.00	0.00	0.00	37,470.00	100	0.00	1,873.50
24	Stillman MS Mobilization	48,615.00	48,615.00	0.00	0.00	48,615.00	100	0.00	2,430.75
		762,285.00	**762,285.00**	**0.00**	**0.00**	**762,285.00**		**0.00**	**38,114.25**
		4,787,642.00	**4,770,542.00**	**17,100.00**	**0.00**	**4,787,642.00**		**0.00**	**239,382.10**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

Item Title: Payment to Contractor
E3 Entegral Solutions
Design Build HVAC (CHW) Phase III

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:		Amount:
E3 Entegral Solutions, Inc.	**Design Build-HVAC (CHW) Phase III**		Final Payment #15
	Original Contract Fee Amount:		$4,787,642.00
	Net Change by Change Orders		$0.00
	Contract Sum to Date:		$4,787,642.00
	Total Completed & Stored to Date:		$4,787,642.00
	Retainage:		
	5% Retainage of Complete Work:	$0.00	
	0% Retainage on Stored Materials:	$0.00	
	Total Retainage:	$0.00	
	Total Earned Less Retainage:		$4,787,642.00
	Less Previous Certificates of Payment:		$4,548,259.90
	Current Payment Due:		**$239,382.10**
	Balance to Finish Plus Retainage:		$0.00

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $239,382.10

RECOMMENDATION:

Recommend approval of Payment #15 for $239,382.10, as a Final payment to E3 Entegral Solutions, Inc. for Construction Services work completed on the Design Build-HVAC (CHW)-Phase III project to be paid from Maintenance Tax Note Fund 189.

Martin Espinosa
Submitted by: Principal/Program Adm.

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

Dr. Nellie Cantu 9/30/20
Approved by: Deputy Superintendent

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

September 4, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

RE: BISD Design-Build HVAC (CHW) Phase III – Energy Efficiency and Conservation Contract (FINAL)

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 (E3 Entegral Solutions, Inc.) is entitled to payment on pay application #15 in the amount of $239,382.10.

Respectfully submitted,

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

9/16/2020 approved

INVOICE

REMIT TO: E3 Entegral Solutions, Inc.
2040 Highland Village Rd, Suite 100, Highland Village, TX 75077

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521
Attn:

INVOICE NO: 141101

INV. DATE: 7/15/2020

Entegral Job No: BRNVI-D-04

RE: Energy Conservation Project

Furnish materials, equipment, and labor required to perform Energy Conservation Project for Brownsville ISD, per our contract with Brownsville ISD.

REQUEST FOR PAYMENT NO: 15 FINAL

ORIGINAL CONTRACT AMOUNT:	$ 4,787,642.00	
CHANGE ORDERS TO DATE:	$ 0.00	
CURRENT CONTRACT AMOUNT:	$ 4,787,642.00	
AMOUNT COMPLETED TO DATE:		$ 4,787,642.00
LESS RETAINAGE:		$ 0.00
		$ 4,787,642.00
LESS NET PREVIOUS REQUEST:		$ 4,548,259.90
AMOUNT DUE THIS REQUEST:		**$ 239,382.10**

9/16/2020

Experienced. *Effective.* *Efficient.*

IMPORTANT NOTICE TO ALL CLIENTS REGARDING PAYMENTS TO E3

In order to protect our Clents against payment fraud, ANY change in remittance address or E3 bank account information will be communicated directly to our Clients by the assigned E3 project manager or account manager. The remittance address at the top of this invoice is correct and remains in effect unless notified. Any changes will NOT be communicated via email.

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

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

PROJECT: Brownsville ISD III (CHW)

APPLICATION NO: 15
APPLICATION DATE: 7/15/2020
PERIOD TO: FINAL 7/31/2020

FROM CONTRACTOR:
E3 Entegral Solutions, Inc.
2040 Highland Village Rd.
Suite 100
Highland Village, TX 75077

PROJECT MANAGER: Donald Todd

Contract Date: 12/10/2018
Entegral Job No: BRNVI-D-04

Entegral Invoice No: 141101

P334496

CONTRACT FOR: Energy Efficiency and Conservation Project

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:		$ 4,787,642.00
2.	NET CHANGE BY CHANGE ORDERS:		$ 0.00
3.	CONTRACT SUM TO DATE (Line 1+2):		$ 4,787,642.00
4.	TOTAL COMPLETED AND STORED TO DATE:		$ 4,787,642.00
5.	RETAINAGE:		
	a. 5% of Completed Work	$ 0.00	
	b. 0% of Stored Material	$ 0.00	
	TOTAL RETAINAGE:		$ 0.00
6.	TOTAL EARNED LESS RETAINAGE: (Line 4 less Line 5 total)		$ 4,787,642.00
7.	LESS PREVIOUS CERTIFICATES OF PAYMENT: (Line 6 from prior certificates)		$ 4,548,259.90
8.	CURRENT PAYMENT DUE:		$ 239,382.10
9.	BALANCE TO FINISH, INC. RETAINAGE: (Line 3 less line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved previously		
Total approved this period		
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 which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: E3 ENTEGRAL SOLUTIONS, INC.

By: _____ Date: 7/15/2020

State of: TX County of: Denton

Subscribed and sworn to me this: 15th day of July 2020

Notary Public: Cynthia D. Cannedy

CERTIFICATE OF PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and 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 Contract Documents, and the Contractor is entitled to payment of the **AMOUNT CERTIFIED: $239,382.10**
CONSTRUCTION MANAGER:

CYNTHIA D. CANNEDY
Notary Public, State of Texas
Comm. Expires 08-05-2023
Notary ID 130302279

9/16/2020

Architect/Engineer: _____ Date: 09/04/2020

AIA DOCUMENT G702/CMa · APPLICATION AND CERTIFICATION FOR PAYMENT · CONSTRUCTION MANAGER-ADVISER EDITION · 1992 EDITION · AIA · ©1992
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Brownsville ISD III (CHW)

Continuation Sheet

APPLICATION NUMBER: 15

APPLICATION DATE: 7/15/2020

PERIOD TO: FINAL 7/31/2020

ENTEGRAL JOB NO: BRNVI-D-04

ITEM NO.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
Lopez High School									
1	Lopez HS Boilers, Pumps, Piping Material	170,238.00	170,238.00	0.00	0.00	170,238.00	100	0.00	0.00
2	Lopez HS Boilers, Pumps, Piping Installation	113,396.00	113,396.00	0.00	0.00	113,396.00	100	0.00	0.00
3	Lopez HS OA Damper Replacement	97,000.00	97,000.00	0.00	0.00	97,000.00	100	0.00	0.00
4	Lopez HS Cooling Towers and Material	395,000.00	395,000.00	0.00	0.00	395,000.00	100	0.00	0.00
5	Lopez HS Cooling Towers Installation	276,000.00	276,000.00	0.00	0.00	276,000.00	100	0.00	0.00
6	Lopez HS VAV Material	410,000.00	410,000.00	0.00	0.00	410,000.00	100	0.00	0.00
7	Lopez HS VAV Installation	275,000.00	275,000.00	0.00	0.00	275,000.00	100	0.00	0.00
8	Lopez HS Controls Material	553,000.00	553,000.00	0.00	0.00	553,000.00	100	0.00	0.00
9	Lopez HS Controls Installation	399,366.00	399,366.00	0.00	0.00	399,366.00	100	0.00	0.00
10	Lopez HS Engineering	36,133.00	36,133.00	0.00	0.00	36,133.00	100	0.00	0.00
11	Lopez HS Mobilization	85,084.00	85,084.00	0.00	0.00	85,084.00	100	0.00	0.00
		2,810,217.00	**2,810,217.00**	**0.00**	**0.00**	**2,810,217.00**		**0.00**	**0.00**
Pace High School									
12	Pace HS VFDs, Dampers and Piping Materials	118,000.00	118,000.00	0.00	0.00	118,000.00	100	0.00	0.00
13	Pace HS VFDs, Dampers and Piping Installation	80,000.00	80,000.00	0.00	0.00	80,000.00	100	0.00	0.00
14	Pace HS Chiller	148,000.00	148,000.00	0.00	0.00	148,000.00	100	0.00	0.00
15	Pace HS Controls Material	498,200.00	498,200.00	0.00	0.00	498,200.00	100	0.00	0.00
16	Pace HS Controls Installation	342,000.00	342,000.00	0.00	0.00	342,000.00	100	0.00	0.00

Brownsville ISD III (CHW)

Continuation Sheet

APPLICATION NUMBER: 15

APPLICATION DATE: 7/15/2020

PERIOD TO: 7/31/2020

ENTEGRAL JOB NO: BRNVI-D-04

ITEM NO.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
17	Pace HS Engineering	12,690.00	12,690.00	0.00	0.00	12,690.00	100	0.00	0.00
18	Pace HS Mobilization	16,250.00	16,250.00	0.00	0.00	16,250.00	100	0.00	0.00
		1,215,140.00	**1,215,140.00**	**0.00**	**0.00**	**1,215,140.00**		**0.00**	**0.00**
Stillman Middle School									
19	Stillman MS Valve Replacements	105,000.00	105,000.00	0.00	0.00	105,000.00	100	0.00	0.00
20	Stillman MS RTU Panel Refurbishment	32,000.00	32,000.00	0.00	0.00	32,000.00	100	0.00	0.00
21	Stillman MS Controls Materials	305,200.00	305,200.00	0.00	0.00	305,200.00	100	0.00	0.00
22	Stillman MS Controls Installation	234,000.00	234,000.00	0.00	0.00	234,000.00	100	0.00	0.00
23	Stillman MS Engineering	37,470.00	37,470.00	0.00	0.00	37,470.00	100	0.00	0.00
24	Stillman MS Mobilization	48,615.00	48,615.00	0.00	0.00	48,615.00	100	0.00	0.00
		762,285.00	**762,285.00**	**0.00**	**0.00**	**762,285.00**		**0.00**	**0.00**
		4,787,642.00	**4,787,642.00**	**0.00**	**0.00**	**4,787,642.00**		**0.00**	**0.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10-06-2020

Item Title: Payment to Contractor
Ethos Engineering
Hanna ECHS- HVAC & Lighting Upgrades

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:			Amount:
Ethos Engineering	**Hanna ECHS - HVAC & Lighting Upgrades**			Payment #16
	Original Contract Fee Amount:			$332,320.00
	Allowable for Reimbursable Expenses			$31,000.00
	Total Contract Amount			$363,320.00
	Assessment Report:	100%	Complete	$6,211.80
	Preliminary Design:	100%	Complete	$9,317.70
	Construction Documents:	100%	Complete	$27,953.10
	Bidding:	100%	Complete	$3,105.90
	Construction Administration:	100%	Complete	$15,529.50
	Commissioning Phases:	90%	Complete	$13,537.99
	Add'l Services (Structural):	100%	Complete	$0.00
	Reimbursable Expenses	100%	Complete	$0.00
	Previously Invoiced:			$334,062.53
	Current Payment Due:			**$ 75,655.99**
	Balance to Finish:			$29,257.47

FISCAL IMPLICATIONS:
Maintenance Tax Note Fund 189: $75,655.99

RECOMMENDATION:
Recommend approval of Payment #16 for $75,655.99 as partial payment to Ethos Engineering, Inc. for Construction Services work completed on the Hanna ECHS-HVAC & Lighting Upgrades 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. Nellie Cantu 9/30/20
Approved by: Deputy Superintendent

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 18, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

RE: BISD Hanna ECHS HVAC Upgrades PO#P305835 & PO#P315665 16

This is to certify our submission of our billing invoice #2020-178 in the amount $75,655.99 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

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

ADJUSTED BILLING

BILL TO:
Brownsville ISD
Attn: Accounts Payable Department
1900 E. Price Rd., Rm 303
Brownsville, TX 78521

INVOICE

2020-178
Draw #16
Date 6/18/2020
Due Date 7/18/2020

Project Summary	**Brownsville ISD Hanna ECHS HVAC**
Project Name:	**Upgrades**
Project Location:	Brownsville, TX
Square Footage	N/A
For Services Through:	6/18/2020
Design Engineering Services A-H & Malls	**$340,458.00**
CX-Engineering Fee - A-H & Maills	**$66,023.32**
Additional Services Structural Allowance:	**$8,632.50**
Reimbursable Allowance:	**$1,207.03**

PO#305835
PO#315665
Total PO Amounts $416,320.85

(PODS A-H & Malls) PHASE	PHASE %	FEE ($)	% COMPLETE	FEE EARNED	LESS PRIOR INVOICES	AMOUNT DUE
Assessment Report	10	$34,045.80	100	$34,045.80	$27,834.00	$6,211.80
Preliminary Design	15	$51,068.70	100	$51,068.70	$41,751.00	$9,317.70
Construction Documents	45	$153,206.10	100	$153,206.10	$125,253.00	$27,953.10
Bidding	5	$17,022.90	100	$17,022.90	$13,917.00	$3,105.90
Construction Administration	25	$85,114.50	100	$85,114.50	$69,585.00	$15,529.50
Total	**100**	**$340,458.00**		**$340,458.00**	**$278,340.00**	
TOTAL DUE FOR BASIC SERVICES						**$62,118.00**

COMMISSIONING PHASE

(PODS A-H & Malls) PHASE - COMMISSIONING	PHASE %	FEE ($)	% COMPLETE	FEE EARNED	LESS PRIOR INVOICES	AMOUNT DUE
Commissioning Phases (as per IECC 2012 codes)	100	$66,023.32	90	$59,420.99	$45,883.00	$13,537.99
TOTAL DUE FOR BASIC SERVICES - Commissioning						**$13,537.99**
Additional Services Allowance:						
Structural Engineer Design Services	100	$ 8,632.50	100	$8,632.50	$8,632.50	**$0.00**
See Inv# 6601						
Reimbursable Allowance:						
Allegra Inv#112047 External Printing	100	$ 1,207.03	100	$1,207.03	$1,207.03	**$0.00**
TOTAL DUE FOR Additional Services & Reimbursable Expenses						**$0.00**

TOTAL DUE THIS INVOICE **$75,655.99**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

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 #17
	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:	78%	Complete	$12,449.00
	Reimbursable Expenses			$0.00
	Previously Invoiced:			$72,976.68
	Current Payment Due:			**$673.92**
	Balance to Finish:			$2,851.40

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $673.92

RECOMMENDATION:

Recommend approval of Payment #17 for $673.92 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
Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nellie Cantu 9/30/20
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: August 31, 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

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: I655546
Invoice Date: 8/31/20
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	9/30/20

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 $73,650.58 LESS PREVIOUS APPLICATIONS FOR PAYMENT -$72,976.66 TOTAL DUE THIS INVOICE (PLEASE SEE ATTACHED SCHEDULE OF VALUES) .. BALANCE TO BE BILLED FOR PHASE I $2,851.42	673.92

Subtotal	673.92
Sales Tax	
Total Invoice Amount	673.92
Payment/Credit Applied	
TOTAL	**673.92**

Check/Credit Memo No:

OWNER: BROWNSVILLE ISD

Addressee:

-

Date: August 31, 2020

Consultant Invoice Number: I655546

PROJECT NAME BROWNSVILLE ISD; PHASE I

Professional Services performed through: August 31, 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	2,752.80	0.00	(0.00)
TOTAL CONSULTANT'S FEE:		**13,764.00**	**100%**	**13,764.00**	**13,764.00**	**0.00**	**(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	78%	8,760.96	8,087.04	673.92	2,471.04
TOTAL CONSULTANT'S FEE:		**56,160.00**	**96%**	**53,688.96**	**53,015.04**	**673.92**	**2,471.04**

TOTALS			76,502.00		73,650.58	72,976.66	673.92	2,851.42
							*TOTAL DUE	
							THIS INVOICE*	

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10-06-2020

Item Title: Payment to Contractor
Ethos Engineering
Hanna ECHS- HVAC & Lighting Upgrades

X Action
Information
Discussion

Ethos Engineering

Hanna ECHS - HVAC & Lighting Upgrades **Final** Payment #17

Original Contract Fee Amount:			$332,320.00
Allowable for Reimbursable Expenses			$31,000.00
Contract Amendment:			$53,010.38
Total Contract Amount			$416,330.38
Assessment Report:	100%	Complete	$0.00
Preliminary Design:	100%	Complete	$0.00
Construction Documents:	100%	Complete	$0.00
Bidding:	100%	Complete	$0.00
Construction Administration:	100%	Complete	$0.00
Commissioning Phases:	100%	Complete	$6,601.86
Add'l Services (Structural):	100%	Complete	$0.00
Reimbursable Expenses	100%	Complete	$0.00
Previously Invoiced:			$409,728.52
Current Payment Due:			**$6,601.86**
Balance to Finish:			$0.00

FISCAL IMPLICATIONS:
Maintenance Tax Note Fund 189: $6,601.86

RECOMMENDATION:
Recommend approval of Payment #17 for $6,601.86 a Final payment to Ethos Engineering, Inc. for Construction Services work completed on the Hanna ECHS-HVAC & Lighting Upgrades 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. Nellie Cantu 9/30/20
Approved by: Deputy Superintendent

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

July 30, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

RE: BISD Hanna ECHS HVAC Upgrades PO#P305835 & PO#P315665

This is to certify our submission of our billing invoice #2020-196 in the amount $6,601.86 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

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

2020-196
Draw #17

Date	Due Date
7/30/2020	8/30/2020

Project Summary	**Brownsville ISD Hanna ECHS HVAC**
Project Name:	**Upgrades**
Project Location:	Brownsville, TX
Square Footage	N/A
For Services Through:	6/30/2020
Design Engineering Services A-H & Malls	**$340,458.00**
CX-Engineering Fee - A-H & Maills	**$66,022.85**
Additional Services Structural Allowance:	**$8,632.50**
Reimbursable Allowance:	**$1,207.03**

PO#305835
PO#315665
Total PO Amounts $416,320.85

(PODS A-H & Malls) PHASE	PHASE %	FEE ($)	% COMPLETE	FEE EARNED	LESS PRIOR INVOICES	AMOUNT DUE
Assessment Report	10	$34,045.80	100	$34,045.80	$34,045.80	$0.00
Preliminary Design	15	$51,068.70	100	$51,068.70	$51,068.70	$0.00
Construction Documents	45	$153,206.10	100	$153,206.10	$153,206.10	$0.00
Bidding	5	$17,022.90	100	$17,022.90	$17,022.90	$0.00
Construction Administration	25	$85,114.50	100	$85,114.50	$85,114.50	$0.00
Total	**100**	**$340,458.00**		**$340,458.00**	**$340,458.00**	
TOTAL DUE FOR BASIC SERVICES						**$0.00**

COMMISSIONING PHASE

(PODS A-H & Malls) PHASE - COMMISSIONING	PHASE %	FEE ($)	% COMPLETE	FEE EARNED	LESS PRIOR INVOICES	AMOUNT DUE
Commissioning Phases (as per IECC 2012 codes)	100	$66,022.85	100	$66,022.85	$59,420.99	$6,601.86
TOTAL DUE FOR BASIC SERVICES - Commissioning						**$6,601.86**
Additional Services Allowance:						
Structural Engineer Design Services	100	$ 8,632.50	100	$8,632.50	$8,632.50	**$0.00**
See Inv# 6601						
Reimbursable Allowance:						
Allegra Inv#112047 External Printing	100	$ 1,207.03	100	$1,207.03	$1,207.03	**$0.00**
TOTAL DUE FOR Additional Services & Reimbursable Expenses						**$0.00**

TOTAL DUE THIS INVOICE **$6,601.86**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

Item Title: Payment to Contractor
E3 Entegral Solutions, Inc. Design Build
HVAC (DX) Replacement Phase II

X Action
Information
Discussion

BACKGROUND:

E3 Entegral Solutions, Inc.

Design Build - HVAC (DX) Replacement Phase II		Final Payment #17
Original Contract Fee Amount:		$5,975,902.00
Net Change by Change Orders		$0.00
Contract Sum to Date:		$5,975,902.00
Total Completed & Stored to Date:		$5,975,902.00
Retainage:		
5% Retainage of Complete Work:	$0.00	
0% Retainage on Stored Materials:	$0.00	
Total Retainage:	$0.00	
Total Earned Less Retainage:		$5,975,902.00
Less Previous Certificates of Payment:		$5,677,106.90
Current Payment Due:		**$298,795.10**
Balance to Finish Plus Retainage:		$0.00

FISCAL IMPLICATIONS:
Maintenance Tax Note Fund 189: $298,795.10

RECOMMENDATION:
Recommend approval of Payment #17 for $298,795.10 as Final payment to E3 Entegral Solutions, Inc. for Construction Services work completed on the Design Build – HVAC (DX) Replacement Phase II project to be paid from Maintenance Tax Note Fund 189.

Martin Espinosa
Submitted by: Principal/Program Adm.

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

Dr. Nellie Cantu
Approved by: Deputy Superintendent
9/30/20

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

September 4, 2020

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521

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

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 (E3 Entegral Solutions, Inc.) is entitled to payment on pay application #17 in the amount of $298,795.10.

Respectfully submitted,

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

INVOICE

REMIT TO: E3 Entegral Solutions, Inc.
2040 Highland Village Rd, Suite 100, Highland Village, TX 75077

Brownsville ISD
1900 E. Price Road
Brownsville, TX 78521
Attn:

INVOICE NO: 141100

INV. DATE: 7/15/2020

Entegral Job No: BRNVI-D-02

RE: Energy Conservation Project

Furnish materials, equipment, and labor required to perform Energy Conservation Project for Brownsville ISD, per our contract with Brownsville ISD.

REQUEST FOR PAYMENT NO: 17

ORIGINAL CONTRACT AMOUNT:	$ 5,975,902.00	
CHANGE ORDERS TO DATE:	$ 0.00	
CURRENT CONTRACT AMOUNT:	$ 5,975,902.00	
AMOUNT COMPLETED TO DATE:		$ 5,975,902.00
LESS RETAINAGE:		$ 0.00
		$ 5,975,902.00
LESS NET PREVIOUS REQUEST:		$ 5,677,106.90
AMOUNT DUE THIS REQUEST:		**$ 298,795.10**

Experienced. *Effective.* *Efficient.*

IMPORTANT NOTICE TO ALL CLIENTS REGARDING PAYMENTS TO E3

In order to protect our Clents against payment fraud, ANY change in remittance address or E3 bank account information will be communicated directly to our Clients by the assigned E3 project manager or account manager. The remittance address at the top of this invoice is correct and remains in effect unless notified. Any changes will NOT be communicated via email.

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

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

PROJECT: Brownsville ISD II (DX & Con)

APPLICATION NO: 17
APPLICATION DATE: 7/15/2020
PERIOD TO: 7/31/2020

FROM CONTRACTOR:
E3 Entegral Solutions, Inc.
2040 Highland Village Rd.
Suite 100
Highland Village, TX 75077

PROJECT MANAGER: Paul Cuellar

Contract Date: 8/28/2018
Entegral Job No: BRNVI-D-02

Entegral Invoice No: 141100

CONTRACT FOR: Energy Efficiency and Conservation Project

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:		$ 5,975,902.00
2.	NET CHANGE BY CHANGE ORDERS:		$ 0.00
3.	CONTRACT SUM TO DATE (Line 1+2):		$ 5,975,902.00
4.	TOTAL COMPLETED AND STORED TO DATE:		$ 5,975,902.00
5.	RETAINAGE:		
	a. 5% of Completed Work	$ 0.00	
	b. 0% of Stored Material	$ 0.00	
	TOTAL RETAINAGE:		$ 0.00
6.	TOTAL EARNED LESS RETAINAGE: (Line 4 less Line 5 total)		$ 5,975,902.00
7.	LESS PREVIOUS CERTIFICATES OF PAYMENT: (Line 6 from prior certificates)		$ 5,677,106.90
8.	CURRENT PAYMENT DUE:		$ 298,795.10
9.	BALANCE TO FINISH, INC. RETAINAGE: (Line 3 less line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved previously		
Total approved this period		
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 which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: E3 ENTEGRAL SOLUTIONS, INC.

By: _____ Date: 7/15/2020

State of: TX County of: Denton

Subscribed and sworn to me this: 15th day of July 2020

Notary Public: Cynthia D. Cannedy

CERTIFICATE OF PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and 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 Contract Documents, and the Contractor is entitled to payment of the **AMOUNT CERTIFIED: $298,795.10**

CONSTRUCTION MANAGER:

CYNTHIA D. CANNEDY
Notary Public, State of Texas
Comm. Expires 08-05-2023
Notary ID 130302279

Architect/Engineer : _____ Date: 09/04/2020

AIA DOCUMENT G702/CMa · APPLICATION AND CERTIFICATION FOR PAYMENT · CONSTRUCTION MANAGER-ADVISER EDITION · 1992 EDITION · AIA · ©1992
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Brownsville ISD II (DX & Con)

Continuation Sheet

APPLICATION NUMBER: 17

APPLICATION DATE: 7/15/2020

PERIOD TO: 7/31/2020

ENTEGRAL JOB NO: BRNVI-D-02

ITEM NO.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
Lopez High School									
1	Lopez HS Mechanical Material	363,134.00	363,134.00	0.00	0.00	363,134.00	100	0.00	0.00
2	Lopez HS Mechanical Labor	242,090.00	242,090.00	0.00	0.00	242,090.00	100	0.00	0.00
3	Lopez HS Electrical	55,825.00	55,825.00	0.00	0.00	55,825.00	100	0.00	0.00
4	Lopez HS Controls Material	151,738.00	151,738.00	0.00	0.00	151,738.00	100	0.00	0.00
5	Lopez HS Controls Labor	101,160.00	101,160.00	0.00	0.00	101,160.00	100	0.00	0.00
6	Lopez HS Mobilization	59,759.00	59,759.00	0.00	0.00	59,759.00	100	0.00	0.00
7	Lopez HS Engineering	4,364.40	4,364.40	0.00	0.00	4,364.40	100	0.00	0.00
		978,070.40	**978,070.40**	**0.00**	**0.00**	**978,070.40**		**0.00**	**0.00**
Pace High School									
8	Pace HS Mechanical Material	575,367.00	575,367.00	0.00	0.00	575,367.00	100	0.00	0.00
9	Pace HS Mechanical Labor	383,578.00	383,578.00	0.00	0.00	383,578.00	100	0.00	0.00
10	Pace HS Electrical	88,452.00	88,452.00	0.00	0.00	88,452.00	100	0.00	0.00
11	Pace HS Controls Material	215,705.00	215,705.00	0.00	0.00	215,705.00	100	0.00	0.00
12	Pace HS Controls Labor	143,803.00	143,803.00	0.00	0.00	143,803.00	100	0.00	0.00
13	Pace HS Engineering	4,364.40	4,364.40	0.00	0.00	4,364.40	100	0.00	0.00
14	Pace HS Mobilization	59,759.00	59,759.00	0.00	0.00	59,759.00	100	0.00	0.00
		1,471,028.40	**1,471,028.40**	**0.00**	**0.00**	**1,471,028.40**		**0.00**	**0.00**
Brownsville Learning Academy									

Brownsville ISD II (DX & Con)

Continuation Sheet

APPLICATION NUMBER: 17

APPLICATION DATE: 7/15/2020

PERIOD TO: 7/31/2020

ENTEGRAL JOB NO: BRNVI-D-02

ITEM NO.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
15	BLA MS Mechanical Material	152,852.00	152,852.00	0.00	0.00	152,852.00	100	0.00	0.00
16	BLA MS Mechanical Labor	101,898.00	101,898.00	0.00	0.00	101,898.00	100	0.00	0.00
17	BLA MS Electrical	23,494.00	23,494.00	0.00	0.00	23,494.00	100	0.00	0.00
18	BLA MS Controls Material	302,698.00	302,698.00	0.00	0.00	302,698.00	100	0.00	0.00
19	BLA MS Controls Labor	201,797.00	201,797.00	0.00	0.00	201,797.00	100	0.00	0.00
20	BLA MS Engineering	4,364.40	4,364.40	0.00	0.00	4,364.40	100	0.00	0.00
21	BLA MS Mobilization	59,759.00	59,759.00	0.00	0.00	59,759.00	100	0.00	0.00
		846,862.40	**846,862.40**	**0.00**	**0.00**	**846,862.40**		**0.00**	**0.00**
Oliveira Middle School									
22	Oliveira MS Mechanical Material	858,751.00	858,751.00	0.00	0.00	858,751.00	100	0.00	0.00
23	Oliveira MS Mechanical Labor	572,501.00	572,501.00	0.00	0.00	572,501.00	100	0.00	0.00
24	Oliveira MS Electrical	132,018.00	132,018.00	0.00	0.00	132,018.00	100	0.00	0.00
25	Oliveira MS Controls Material	259,782.00	259,782.00	0.00	0.00	259,782.00	100	0.00	0.00
26	Oliveira MS Controls Labor	173,188.00	173,188.00	0.00	0.00	173,188.00	100	0.00	0.00
27	Oliviera MS Engineering	4,364.40	4,364.40	0.00	0.00	4,364.40	100	0.00	0.00
28	Oliviera MS Mobilization	59,759.00	59,759.00	0.00	0.00	59,759.00	100	0.00	0.00
		2,060,363.40	**2,060,363.40**	**0.00**	**0.00**	**2,060,363.40**		**0.00**	**0.00**
Benavides Elementary School									
29	Benavides ES Mechanical Material	163,963.00	163,963.00	0.00	0.00	163,963.00	100	0.00	0.00

Brownsville ISD II (DX & Con)

Continuation Sheet

APPLICATION NUMBER: 17

APPLICATION DATE: 7/15/2020

PERIOD TO: 7/31/2020

ENTEGRAL JOB NO: BRNVI-D-02

ITEM NO.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
30	Benavides ES Mechanical Labor	109,308.00	109,308.00	0.00	0.00	109,308.00	100	0.00	0.00
31	Benavides ES Electrical	25,206.00	25,206.00	0.00	0.00	25,206.00	100	0.00	0.00
32	Benavides ES Controls Material	154,186.00	154,186.00	0.00	0.00	154,186.00	100	0.00	0.00
33	Benavides ES Controls Labor	102,791.00	102,791.00	0.00	0.00	102,791.00	100	0.00	0.00
34	Benavides ES Engineering	4,364.40	4,364.40	0.00	0.00	4,364.40	100	0.00	0.00
35	Benavides ES Mobilization	59,759.00	59,759.00	0.00	0.00	59,759.00	100	0.00	0.00
		619,577.40	**619,577.40**	**0.00**	**0.00**	**619,577.40**		**0.00**	**0.00**
		5,975,902.00	**5,975,902.00**	**0.00**	**0.00**	**5,975,902.00**		**0.00**	**0.00**

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

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 #18
	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:	85%	Complete	$9,629.93
	Reimbursable Expenses			$0.00
	Previously Invoiced:			$50,914.17
	Current Payment Due:			**$2,154.16**
	Balance to Finish:			$1,229.67

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $2,154.16

RECOMMENDATION:

Recommend approval of Payments #18 for a total of $2,154.16 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
Manuel Hinojosa, FAIA /David Robledo
Recommended by: District Architect/CFO

Dr. Nellie Cantu 9/30/20
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.

Date: August 31, 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

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 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: I655646
Invoice Date: 8/31/20
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	9/30/20

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 $53,068.32 LESS PREVIOUS APPLICATIONS FOR PAYMENT -$50,914.17 TOTAL DUE THIS INVOICE 2,154.16 (PLEASE SEE SCHEDULE OF VALUES) . BALANCE TO BE BILLED THIS PHASE $1,229.67	

Subtotal	2,154.16
Sales Tax	
Total Invoice Amount	2,154.16
Payment/Credit Applied	
TOTAL	**2,154.16**

Check/Credit Memo No:

OWNER: BROWNSVILLE ISD **Date:** August 31, 2020

Addressee:

Consultant Invoice Number: I655646

PROJECT NAME BROWNSVILLE ISD; PHASE II

Professional Services performed through: August 31, 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	95%	3,555.85	3,106.69	449.16	187.15
TOTAL CONSULTANT'S FEE:		**18,715.00**	**99%**	**18,527.85**	**18,078.69**	**449.16**	**187.15**

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	95%	1,482.95	1,295.63	187.32	78.05
TOTAL CONSULTANT'S FEE:		**7,805.00**	**99%**	**7,726.95**	**7,539.63**	**187.32**	**78.05**

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	80%	677.76	355.82	321.94	169.44
TOTAL CONSULTANT'S FEE:		**4,236.00**	**96%**	**4,066.56**	**3,744.62**	**321.94**	**169.44**

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	50%	621.80	49.74	572.06	621.80
TOTAL CONSULTANT'S FEE:		**6,218.00**	**90%**	**5,596.20**	**5,024.14**	**572.06**	**621.80**

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	95%	2,615.92	2,120.27	495.65	137.68
TOTAL CONSULTANT'S FEE:		**13,768.00**	**99%**	**13,630.32**	**13,134.67**	**495.65**	**137.68**

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	95%	675.64	547.62	128.02	35.56
TOTAL CONSULTANT'S FEE:		**3,556.00**	**99%**	**3,520.44**	**3,392.42**	**128.02**	**35.56**

TOTAL DUE THIS INVOICE		54,298.00		53,068.32	50,914.17		**2,154.16**	1,229.67

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/2020

Item Title: Payment to Contractor
G & T Paving, LLC
Maintenance Department Receiving Area

X Action
Information
Discussion

BACKGROUND:

Firm:	Project:		Amount:
G & T Paving, LLC	**Maintenance Department Receiving Area**		Payment #1
	Original Contract Fee Amount:		$333,842.83
	Net Change by Change Orders		$ 0.00
	Contract Sum to Date:		$333,842.83
	Total Completed & Stored to Date:		$ 58,918.90
	Retainage:		
	5% Retainage of Complete Work:	$2,945.95	
	0% Retainage on Stored Material:	$ 0.00	
	Total Retainage:	$2,945.95	
	Total Earned Less Retainage:		$ 55, 972.95
	Less Previous Certificate of Payment:		$ 0.00
	Current Payment Due:		**$ 55,972.95**
	Balance to Finish, including Retainage:		$277,869.88

FISCAL IMPLICATIONS:

Local Maintenance Fund 197: $55,972.95

RECOMMENDATION:

Recommend approval of Payment #1 for $55,972.95 as partial payment to G & T Paving, LLC for construction services work completed on the Maintenance Department Receiving Area project to be paid from Local Maintenance Fund 197.

Jr Hgn for Martin Espinosa
Martin Espinosa
Submitted by: Principal/Program Adm.

Jimmy Haynes
Recommended by: Asst. Supt./CFO

Dr. Nellie Cantu
Dr. Nellie Cantu
Approved by: Deputy Superintendent
10/2/20

Approved for Submission to Board of Education:

René Gutierrez
Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

PlaGar Engineering LLC.
Civil Engineering Consultant
1155 Military Hwy Brownsville, Texas 78520
Firm Registration Number F-7893
Tel: 956-550-9995 Fax: 956-550-9939

Brownsville Independent School District
Mr. Martin Espinoza, Facility Department
4350 Morrison Rd
Brownsville, TX 78526

September 3, 2020

RE: Pay Application #1-Maintenance Department Receiving Area

Dear Mr. Espinoza,

I have received the first payment application from G&T Paving, LLC for the Maintenance Department Receiving Area Project. I recommend payment of $55,972.95 which includes work completed to date less retainage. Also, enclosed is proof of payment from G&T Paving, LLC for materials on hand to the canopy supplier.

Call should you have any questions.

Sincerely,

P.J. García, Jr., PE
Principal Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
BROWNSVILLE ISD
1900 E. RRICE RD. RM. 303
BROWNSVILLE, TX 78521

PROJECT: BISD
MAINTENANCE DEPARTMENT
RECEIVING AREA

APPLICATION NO: RETAINAGE .

PERIOD TO: 7/9/2020
8/31/2020

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
G & T PAVING, LLC
P.O. BOX 5136
BROWNSVILLE, TX 78523

VIA ENGINGEER:
PLAGAR ENGINEERING, LLC

CONTRACT NO: CSP #20-138
P.O. P359600

CONTRACT FOR: BISD

CONTRACT DATE: 7/9/2020

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 (Including Alte		$ 333,842.83
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 333,842.83
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 58,918.90
5. RETAINAGE:		
a. 5.00 % of Completed Work	$ $2,945.95	
b. ____ % of Stored Material (Column F on G703)	$ 0	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 2,945.95
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 55,972.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ $0.00
8. CURRENT PAYMENT DUE		$ 55,972.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 277,869.88

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: G&T PAVING, LLC

By: Abel Gozale Date: 8/31/2020

State of: TEXAS County of: CAMERON
Subscribed and sworn to before me this 31st. day of August 2020
Notary Public:
My Commission expires: 7/21/2023

LETICIA GARCIA
Notary Public
STATE OF TEXAS
ID#130303278
My Comm. Exp. July 21, 2023

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 . . . . . $ 55,972.95

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

~~ARCHITECT~~ ENGINEER:

By: Date: 9-3-2041

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.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 8/31/2020
PERIOD TO: 719/20-8/31/20
ARCHITECT'S PROJECT NO: CSP# 20-138

A	B	C	D	E	F	G	H	I	J
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					
	(Fill in & break down contract values)								
1	Prep ROW	$6,070.00	$0.00	$6,070.00	$0.00	$6,070.00	100.00%	$0.00	$303.50
2	6" Compacted Select Fill	$36,420.00	$0.00	$34,740.00	$0.00	$34,740.00	95.39%	$1,680.00	$1,737.00
3	6" Thick Concrete Pavement	$143,944.14	$0.00	$0.00	$0.00	$0.00	0.00%	$143,944.14	$0.00
4	6" to 8" Thick Concrete Pavement	$19,146.69	$0.00	$0.00	$0.00	$0.00	0.00%	$19,146.69	$0.00
5	Existing Grate Inlet Adjustment	$2,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,500.00	$0.00
6	Access Ramps	$2,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$2,500.00	$0.00
7	Erosion Control	$1,250.00	$0.00	$437.50	$0.00	$437.50	35.00%	$812.50	$21.88
8	16' x 42' Canopy	$12,000.00	$0.00	$960.00	$0.00	$960.00	8.00%	$11,040.00	$48.00
9	50' x 120' Canopy	$90,000.00	$0.00	$7,200.00	$0.00	$7,200.00	8.00%	$82,800.00	$360.00
10	Contingency Fund	$10,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$10,000.00	$0.00
11	18" RCP Class III with 48" Storm Manhole	$10,012.00	$0.00	$9,511.40	$0.00	$9,511.40	95.00%	$500.60	$475.57
	GRAND TOTALS	**$333,842.83**	**$0.00**	**$58,918.90**	**$0.00**	**$58,918.90**	**18%**	**$274,923.93**	**$2,945.95**

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

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/20

Item Title: Budget Amendment #016

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

BACKGROUND:
The District authorized the sale of the Unlimited Tax Refunding Bonds Series 2020A and 2020B scheduled for September 17, 2020, for the refunding of the Unlimited Tax Refunding Bonds Series 2013A and 2013B. A Budget Amendment is necessary to recognize the cost of issuance, underwriter's discount and bonds. The anticipated expenditures and savings will be approximately:

Cost of issuance and underwriter's discount	$ 524,551.00
Bonds	$ 50,687,709.00
Savings	$ 2,949,971.00

FISCAL IMPLICATIONS:
Fund 511 – Debt Service

Function 71-Debt Service	$51,212,260.00

RECOMMENDATION:
Recommend approval of Budget Amendment #016 in the amount of $51,212,260.00 for Fund 511 – Debt Services. (Additional Funding)

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

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu 4/30/20
Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

10-6-2020 BA#016

FUNCTION	SALARIES	CONTRACTED SERVICES	SUPPLIES & MATERIALS	OTHER MISC. EXPENSES	EQUIPMENT	DEBT SERVICE	TOTAL
	6100	**6200**	**6300**	**6400**	**6600**	**6500**	
11							$ -
12							$ -
13							$ -
21							$ -
23							$ -
31							$ -
32							$ -
33							$ -
34							$ -
36							$ -
41							$ -
51							$ -
52							$ -
53							$ -
61							$ -
71						$ 51,212,260	$ 51,212,260
81							$ -
TOTAL	$ -	$ -	$ -	$ -	$ -	$ 51,212,260	$ 51,212,260

SAVINGS

Brownsville ISD (General Obligation Debt)
2020 Financings
*** FINAL Verified Numbers as of 9/17/2020 2:51 PM ***

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 10/14/2020 @ 0.4438800%
08/31/2021	2,053,330.38	1,396,180.17	657,150.21	655,747.63
08/31/2022	2,053,330.38	1,669,850.00	383,480.38	380,793.20
08/31/2023	2,053,330.38	1,669,850.00	383,480.38	379,108.55
08/31/2024	13,560,955.38	13,146,050.00	414,905.38	408,337.27
08/31/2025	13,544,913.32	13,124,350.00	420,563.32	412,165.62
08/31/2026	13,534,409.56	13,121,900.00	412,509.56	402,575.97
08/31/2027	9,127,625.00	8,807,700.00	319,925.00	311,062.24
	55,927,894.40	52,935,880.17	2,992,014.23	2,949,790.47

Savings Summary

PV of savings from cash flow	2,949,790.47
Net PV Savings	2,949,790.47

SOURCES AND USES OF FUNDS

Brownsville ISD (General Obligation Debt)
2020 Financings
*** FINAL Verified Numbers as of 9/17/2020 2:51 PM ***

Dated Date	10/14/2020
Delivery Date	10/14/2020

Sources:	Unlimited Tax Refunding Bonds, Series 2020 (Tax-Exempt)	Unlimited Tax Refunding Bonds, Series 2020 (Taxable)	Total
Bond Proceeds:			
Par Amount	12,175,000.00	32,615,000.00	44,790,000.00
Premium	1,492,955.95	4,929,303.35	6,422,259.30
	13,667,955.95	37,544,303.35	51,212,259.30

Uses:	Unlimited Tax Refunding Bonds, Series 2020 (Tax-Exempt)	Unlimited Tax Refunding Bonds, Series 2020 (Taxable)	Total
Refunding Escrow Deposits:			
Cash Deposit	905.50	436.97	1,342.47
Open Market Purchases	13,502,528.76	37,183,837.65	50,686,366.41
	13,503,434.26	37,184,274.62	50,687,708.88
Delivery Date Expenses:			
Cost of Issuance	117,243.02	242,145.92	359,388.94
Underwriter's Discount	47,278.67	117,882.81	165,161.48
	164,521.69	360,028.73	524,550.42
	13,667,955.95	37,544,303.35	51,212,259.30

Brownsville Independent School District

Agenda Category: General Function **Board of Education Meeting:** 10/06/20

Item Title: Budget Amendment #017

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

BACKGROUND:
A Budget Amendment is necessary to reallocate funds within different functions as requested by campuses/departments for software, incentives, food, equipment, furniture, testing materials, supplies, consultants, printing, contracted services, fees, and other activities.

FISCAL IMPLICATIONS:
Local Funds

Function 11-Instruction	$	102,346.00
Function 12-Library Services		(2,200.00)
Function 13-Curriculum Staff Dev and Instr Staff Dev		315,490.00
Function 21-Instructional Leadership		3,312.00
Function 23-Campus Administration		845.00
Function 32-Social Work Serives		(3,166.00)
Function 34-Transportation		7,521.00
Function 36-Cocurricular/Extracurricular Activities		(190,449.00)
Function 41-Administration		206,066.00
Function 51-Maintanance and Operations		(582,282.00)
Function 53-Data Processing Services		142,517.00
	$	-

RECOMMENDATION:
Recommend approval of Budget Amendment #017 in the amount of $778,097.00 for Local Funds. (Reallocation as requested by campuses and departments)

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

David Robledo
Recommended by: Asst. Supt./CFO

Dr. Nereida Cantu
Approved by: Deputy Superintendent 9/30/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

10/6/2020

FUNCTION	SALARIES	CONTRACTED SERVICES	SUPPLIES & MATERIALS	OTHER MISC. EXPENSES	EQUIPMENT	TOTAL
	6100	**6200**	**6300**	**6400**	**6600**	
11	$ -	$ 33,271	$ 230,965	$ (161,890)		$ 102,346
12			$ (2,200)			$ (2,200)
13	$ 299,200		$ (2,890)	$ 19,180		$ 315,490
21	$ (300)	$ (500)	$ 4,812	$ (700)		$ 3,312
23		$ (600)	$ 4,055	$ (2,610)		$ 845
31						$ -
32			$ (3,166)			$ (3,166)
33						$ -
34	$ 7,521					$ 7,521
36		$ 34,972	$ (415,974)	$ 190,553		$ (190,449)
41	$ 202,900		$ 3,166			$ 206,066
51	$ 300	$ (152,328)	$ (430,954)	$ 700		$ (582,282)
52						$ -
53	$ 142,517					$ 142,517
61						$ -
81						$ -
TOTAL	$ 652,138	$ (85,185)	$ (612,186)	$ 45,233	$ -	$ -

Brownsville Independent School District

Agenda Category: Contract **Board of Education Meeting:** 10/06/2020

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

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

BACKGROUND:

The Brownsville Independent School District will hold a School Trustee Election on Tuesday, November 3, 2020 in 41 polling places on Election Day. The Cameron County Elections Administrator will serve as Administrator for the B.I.S.D. Election. The Cameron County Election Office agrees to coordinate, supervise, and handle all aspects of administering the election in accordance with provisions in the Texas Election Code and as outlined in this agreement. The estimated costs of the election are $125,620.00. An initial 60% ($75,372.00) deposit is due upon approval of signing contract. The remaining 40% (50,248.00) is due 30 days after final invoice is mailed to the District. The funds will be placed in a special election account to be used by the County for paying expenses as outlined in the contract. No funds will be expended by Cameron County except for supplies and services outlined in the contract or except as may be agreed to, in writing, by the District and County.

FISCAL IMPLICATIONS:

Budget Local Funds: Estimated at $125,620.00

RECOMMENDATION:

Recommend approval to contract (Amendment #1) with Cameron County Elections Office and to pay 60% deposit for estimated costs of election services for a joint Election to be held on Tuesday, November 3, 2020 and to authorize the Superintendent to sign the contract. Estimated at $125,620.00.

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Submitted by: Superintendent

Miguel Salinas
Recommended by: Staff Attorney

Dr. René Gutiérrez
Superintendent

Approved by: Deputy Superintendent

When Necessary, Additional Background May Follow This.

Minerva Almanza

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Friday, October 2, 2020 1:49 PM
To: Minerva Almanza
Cc: Patricia Perez
Subject: Re: Emailing: Agenda and Elections Contract

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

Mrs. Almanza,

I have reviewed and approve for signature.

Thanks,
Baltazar Salazar

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

> On Oct 2, 2020, at 1:34 PM, Minerva Almanza <malmanza1@bisd.us> wrote:
>
> Good afternoon Mr. Salazar,
>
> May you please review and approved the attached documentation as soon as possible.
>
> Thank you.
> Minnie
>
>
> Your message is ready to be sent with the following file or link attachments:
>
> Agenda and Elections Contract
>
>
> Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.
>
> _____
>
> 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.
> <Agenda and Elections Contract.pdf>

THE STATE OF TEXAS § Contract No.

COUNTY OF CAMERON §

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
CONTRACT FOR ELECTION SERVICES

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

I. JURISDICTION

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

II. ADMINISTRATION

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

III. LEGAL DOCUMENTS

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

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

IV. VOTING LOCATIONS

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

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

V. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

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

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

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

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

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

VI. EQUIPMENT SUPPLIES AND PRINTING

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

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

VII. EARLY VOTING

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

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

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

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

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

VIII. RETURNS OF ELECTIONS

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

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

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

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

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

IX. ELECTION EXPENSES

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

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

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

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

X. DEPOSIT OF FUNDS

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

The estimated cost is $125,620.00. The amount to be deposited is $ 75,372.0000. Deposits should be delivered to:

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

XI. RECORDS OF THE ELECTION

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

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

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

XII. RUNOFF ELECTION

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

XIII. CONTRACT WITHDRAWAL

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

XIV. XIV.NOTICE

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

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

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

Executed on this _____ day of _____, 2020.

RECOMMENDED FOR APPROVAL BY
COUNTY OF CAMERON

_____ for Remi Garza — 10/1/20

Remi Garza
County Elections Administrator — Date

ACCEPTED AND AGREED TO BY
BROWNSVILLE INDEPENDENT SCHOOL DISTRCT

_____ — _____

Dr. Rene Gutierrez
Superintendent — Date

ATTEST:

_____ — _____

Date

Notice of Early Voting Locations for the General Elections November 3, 2020

Subject to change

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

LOCATION	ADDRESS	DATES	TIMES
Main Office/Branch	Cameron County Courthouse Judicial Complex 954 E. Harrison St. Brownsville, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
Brownsville Public Library	2600 Central Blvd. Brownsville, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
Southmost Public Library	4320 Southmost Rd. Brownsville, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
Cameron Park Community Center (El Centro Cultural)	2100 Gregory Ave. Brownsville, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
Brownsville Independent School District	Administrative Bldg. 1900 E. Price Rd. Brownsville, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
Harlingen County Annex Bldg.	Court Room 3302 Wilson Rd. Harlingen, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
San Benito Community Bldg.	210 E. Heywood St. San Benito, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
Port Isabel City Hall	Board Room 305 E. Maxan St. Port Isabel, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
American Legion Hall	Dining Room 219 E. Commercial Ave. La Feria, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.

Notice of Early Voting Locations for the General Elections November 3, 2020

Subject to change

LOCATION	ADDRESS	DATES	TIMES
Los Fresnos Community Center	204 N. Brazil St. Los Fresnos, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
New Horizon Medical Center	191 E. Price Rd. Brownsville, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
Harlingen Cultural Arts Center	576 "76" Dr. Harlingen, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
Rio Hondo ISD Administrative Bldg.	Board Room 215 W. Colorado St. Rio Hondo, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
Santa Rosa Maria Luisa Ruiz Guerra County Annex Bldg.	116 Santa Vista Ave. Santa Rosa, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
Texas Southmost College	Jacob Brown Auditorium 600 International Blvd. Brownsville, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
Los Indios Community Center	309 Heywood St. Los Indios, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
Bob Clark Social Services Center	9901 California Rd. Brownsville, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.

Notice of Early Voting Locations for the General Elections November 3, 2020

Subject to change

LOCATION	ADDRESS	DATES	TIMES
Town of Rancho Viejo City Hall	Board Room 3301 Carmen Ave. Rancho Viejo, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
Brownsville Navigation District	Board Room 1000 Foust Rd. Brownsville, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
Laguna Vista City Hall	Board Room 122 Fernandez St. Laguna Vista, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Friday, Oct. 23	9:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	9:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29 thru Friday, Oct. 30	8:00 a.m. to 8:00 p.m.
South Padre Island City Hall	4601 Padre Blvd. South Padre Island, Texas	Tuesday, Oct. 13 thru Friday, Oct. 16	8:00 a.m. to 7:00 p.m.
		Saturday, Oct. 17 and Sunday, Oct. 18	10:00 am to 5:00 p.m.
		Monday, Oct. 19 thru Wednesday, Oct. 21	8:00 a.m. to 7:00 p.m.
		Thursday, Oct. 22	7:00 a.m to 7:00 p.m.
		Friday, Oct. 23	8:00 a.m. to 7:00 p.m.
		Saturday, Oct. 24 and Sunday, Oct. 25	10:00 am to 5:00 p.m.
		Monday, Oct. 26 thru Wednesday, Oct. 28	8:00 a.m. to 7:00 p.m.
		Thursday, Oct. 29	7:00 a.m to 8:00 p.m.
		Friday, Oct. 30	8:00 a.m. to 8:00 p.m.

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Cameron County Elections Office

_____	_____
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:** 10/06/20

Item Title: MOU-ESC Region 6, in Collaboration with ESC Region 1 and BISD

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

BACKGROUND:
The purpose of this Memorandum of Understanding is for the Brownsville Independent School District to enter into agreement with the cooperation of the Texas Education Agency (TEA) and the Educational Service Center Region 06 (ESC) acting as the fiscal and program manager in collaboration with the Education Service Center Region 01 (ESC) to participate in the implementation of a Texas Lesson Study (TXLS) program. The ESC will provide professional development and training to teachers for the implementation of the Lesson Study Process. The participants from R. E. Del Castillo Elementary will collaborate with the ESC Facilitator to design a plan for program growth and development.

FISCAL IMPLICATIONS:
No cost to the District

RECOMMENDATION:
Recommend approval to enter into a Memorandum of Understanding with the Education Service Center Region 06 in Collaboration with Education Service Center Region 01 and the Brownsville Independent School District. The purpose is to implement the Texas Lesson Study Program to participants at R. E. Del Castillo. The contracting period is from September 21, 2020 to August 31, 2021. There is no cost to the district.

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

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

Reviewed by: Miguel Salinas, *Staff Attorney*

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

Approved for Submission to Board of Education:

Dr. René Gutiérrez, *Superintendent*

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Tuesday, September 22, 2020 10:55 AM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: Region 6, In collaboration with ESC Region 1 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 Sep 22, 2020, at 10:45 AM, Sara Celis <scelis@bisd.us> wrote:
>
> Mr. Salazar,
>
> The attached is pending your review and approval.
>
> Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.
>
> Sincerely,
> *Sara Celis*
>
> **Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379**
> Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
> Go Green! Please do not print unless completely necessary.
>
> **CONFIDENTIALITY STATEMENT:** This message and all attachments are confidential and may be protected by the attorney-client and other privileges. Any review, use, dissemination, forwarding, printing, copying, disclosure or distribution by persons other than the intended recipients is prohibited and may be unlawful. You must delete this message and any copy of it (in any form) without disclosing it. Unless expressly stated in this e-mail, nothing in this message should be construed as a digital or electronic signature.

TEXAS LESSON STUDY
Research. Reflect. Refine.

Memorandum of Understanding

Texas Lesson Study Professional Development

A MEMORANDUM OF UNDERSTANDING between the agreeing parties:
Education Service Center Region 1 and R.E. Del Castillo Elementary, Brownsville ISD

Authorization

This Memorandum of Understanding (MOU) is an agreement under the authority of the Texas Interlocal Cooperation Act, Gov. Code, 791.001 et seq, which authorizes school districts, education service centers, and other governmental entities to covenant for the purpose of achieving efficiency in the accomplishment of the governmental administrative functions.

Background

This MOU is a mutual agreement between Education Service Center (ESC) Region 06 acting as fiscal agent and program manager, ESC Region 01, and R.E. Del Castillo, Brownsville ISD henceforth referred to as the Local Education Agency (LEA). The purpose of this agreement is to define the specific responsibilities of the ESCs and the LEA to fulfill the goals and objectives of the Lesson Study Program.

The goals of the Texas Lesson Study (TXLS) program include the following:

A. Improve teacher effectiveness through self-reflective, outcome-oriented, research-based learning communities
B. Increase self-mastery and public perception of the teaching profession by providing an opportunity for educators to evaluate, customize, and give feedback on high-quality instructional materials
C. Reinforce instructional programs with a systematic process that fosters the internalization of effective instructional practices and a deepened understanding of subject-area content

In cooperation with the ESC and the Texas Education Agency (TEA), the LEA agrees to partner with Education Service Center Region 01 for the period of September 21, 2020 to August 31, 2021.

This MOU is intended to be of equal benefit to both agreeing parties.

Responsibilities of ESC

ESC shall, in good faith and with all due diligence,

1. provide professional development, including coaching, to faculty and staff at the LEA to fulfill the goals of Lesson Study stated above;
2. support the LEA in designing a plan for the expansion and sustainability of this professional development program within the LEA;
3. not act in any way which might jeopardize or harm the operation or reputation of the LEA, and it will not disseminate any confidential information which may be shared by the LEA;
4. maintain records and collect data in accordance with Texas Education Agency requirements; and
5. practice effective communication.

Responsibilities of the LEA

The LEA shall, in good faith and with all due diligence,

1. allow for the activities and instructional strategies in selected classrooms;
2. ensure district administrators support the initiative through activities, including:
    a. collaborating with the ESC to align Lesson Study with other LEA instructional priorities and use the Lesson Study framework to support the application and implementation of these instructional goals and priorities;
    b. collaborating with the ESC on designing a plan for the expansion and sustainability of this professional development program, which includes the support of LEA Lesson Study facilitators;
    c. allowing videos of lessons and Lesson Study meetings to be recorded and shared;
    d. providing educators appropriate time to participate in activities;
    e. allowing the collection of anonymous student data (e.g., student work samples, pre- and post- formative assessments);

f. providing substitutes (paid for by the LEA) or coverage for participants for the lesson observation day(s);

3. ensure educators support the initiative through activities, including:
    a. actively participating in all phases of the Lesson Study cycles,
    b. allowing videos of lessons and Lesson Study meetings to be recorded and shared;
    c. allowing the collection of anonymous student data;
    d. willing to complete surveys related to the effectiveness and quality of the program;
    e. attending scheduled meetings and activities that are part of this professional development; and
    f. showcasing best practices;
4. the LEA will not act in any way which might jeopardize or harm the operation or reputation of ESC;
5. maintain records in accordance with Texas Education Agency requirements; and
6. practice effective communication.

Scope of Work

ESC and the LEA agree to work together in the following ways:

- Selecting teachers to participate in Lesson Study groups (approximately four teachers per group), supported by an ESC Facilitator/Coach.
- Supporting teachers in the Lesson Study process where teachers examine a problem of practice, plan instructional solutions, teach, observe, reflect, and share the results of their work.
- Voluntarily survey teachers, administrators, and students and collect anonymized student work samples.
- Collaborating with the ESC Facilitator/Coach to design a plan for program growth and development within the campus and/or LEA, including the training of district/campus facilitators who will lead groups in the district.

Fee for Service

There is no fee for services that align with the goals and objectives outlined above.

Ownership of Work Product

1. Title to and ownership of any portion of the ESC materials or training processes incorporated into any subsequent work product shall at all times remain with the ESC (and ultimately TEA), and the LEA shall not have any title or ownership interest therein.
2. Nothing contained in this agreement shall be construed to limit the ESC's rights to modify the training material or processes to develop other products that are similar to or offer the same or similar improvements.

Effective Date

The effective date of the agreement shall be September 21, 2020 to August 31, 2021.

AUTHORITY

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement as of the date set forth.

_____ Date: _____

Authorized District/Campus Representative

Anabel Rangel

_____ Date: 9-18-2020

Anabel Rangel, Director, Brownsville Extension Office
Region 01 ESC

Traci Seils

_____ Date: 9/18/2020

Traci Seils, Texas Lesson Study Program Manager, Hub 06

Brownsville Independent School District

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

Dr. René Gutiérrez
Superintendent

Item Description:

Memorandum of Understanding between the agreeing parties:
Education Service Center Region 1 and R.E. Del Castillo Elementary, Brownsville ISD

_____
Dr. René Gutiérrez
Superintendent

_____
Minerva M. Peña
Board President

_____
Dr. Prisci Roca Tipton
Board Secretary

_____
Date

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Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521 (956) 548-8121

Dr. René Gutiérrez
Superintendent of Schools

Received
SEP 22 2020
Staff Attorney

TO: **Miguel Salinas**
Staff Attorney

FROM: **Dr. Dora E. Sauceda**
Assistant Superintendent for Curriculum and Instruction

RE: **Dolores Cisneros- Emerson**
Elementary Administrator for Curriculum and Instruction

DATE: **September 21, 2020**

FOR: **(X) Signature/Approval** **( ) Review & Advise**

( ) As Requested **( ) Please Handle**

Attach please find the attach for your review and approval.

Thank you for your assistance in this matter.

Dr. Sauceda:
I have reviewed the attached MOU with Region and approve it as to form

Miguel Salinas
9/23/2020

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Brownsville Independent School District

Office for Assistant Superintendent
Curriculum Instruction & Accountability

Phone: (956) 698-2091

Transmittal Form

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

From: **Dr. Dora E. Sauceda**
Asst. Superintendent, Curriculum & Instruction

Date: September 23, 2020

Re: MOU, ESC Region 6, in collaboration with ESC Region 1 and Brownsville ISD

[X]	For Your Approval	[X]	For Your Signature
[ ]	For Your Information	[ ]	Please Comment
[ ]	Please Reply	[ ]	Unable to Approve Request

Recommend approval to enter into a Memorandum of Understanding with the Education Service Center Region 06 in Collaboration with Education Service Center Region 01 and the Brownsville Independent School District. The purpose is to implement the Texas Lesson Study Program to participants at R. F. Del Castillo.

The contracting period is from September 21, 2020 to August 31, 2021.

There is no cost to the district.

Thank you!

Deputy Superintendent

SEP 23 2020

for C&I and HR

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 10/06/20

Item Title: Behavioral Health Solutions of South TX YPP MOU and Brownsville Independent School District

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

BACKGROUND:

The Behavioral Health Solutions of South Texas (BHSST) Youth Prevention Program and the Brownsville ISD agree to collaborate in an effort to increase the effectiveness and visibility of prevention efforts focusing on alcohol, tobacco, and other drug abuse and behavioral health issues. BHHST goal is to educate the community with the expectation to reduce substance use and abuse among youth and adults. The Memorandum of Understanding specifically sets guidelines and procedures for all BISD Middle and High Schools and clarifies the roles and responsibilities between Brownsville ISD and BHSST.

Number of referrals for 2019-2020
Middle Schools – 250 Students referred at Positive Action Program
High Schools – 250 Students referred at Toward No Drugs Program

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and Behavioral Health Solutions of South Texas Youth Prevention Program for implementation of their educational programs for reducing alcohol, substance use and abuse among youth during the BISD 2020-2021 school year. No cost to the District.

Sara M. Garza
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent 9/21/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Rosa Maria Guerrero

From: Sara Celis
Sent: Monday, September 21, 2020 3:20 PM
To: Rosa Maria Guerrero
Subject: FW: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
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From: Baltazar Salazar [mailto:balsalazar@sbcglobal.net]
Sent: Friday, September 11, 2020 11:31 AM
To: Sara Celis <scelis@bisd.us>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Re: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

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 all documents except the following:

UTRGV Americorps- Venue has to be changed to Brownsville, Cameron County, Texas, and
Texas Tropical Behavioral Health- Indemnity clause has to be omitted.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

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

On Thursday, September 10, 2020, 05:04:33 PM CDT, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

I am sending this request again to list all MOU's attached that are pending your review. Please disregard the previous email of attachments.

1. Behavioral Health Solutions
2. Buckner Children & Family Services
3. Heartfelt Minds
4. Licensed Professional Counselor Interns (Dawn Morales & Anabelle Torres)
5. Licensed Professional Counselor Interns (Mark Chapa, Natividad Leal, Maria Paredes Aragus, Ana Rodriguez Salainas)
6. Mesquite Treatment
7. Serving Children & Adults in Need (SCAN)
8. Tobacco Prevention
9. Tropical Texas

10. UTRGV AmeriCorps

11. Beatriz Moreno, LPC Intern MOU

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: Thursday, September 10, 2020 4:37 PM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

The attached are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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From: Sara Celis
Sent: Tuesday, September 08, 2020 8:01 AM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>

649

Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 3rd Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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From: Sara Celis
Sent: Thursday, September 03, 2020 11:03 AM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 2nd Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

The attached are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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From: Sara Celis
Sent: Wednesday, September 02, 2020 11:57 AM
To: balsalazar@sbcglobal.net
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

I apologize the previous email only included 10 MOU's instead of 11. All MOU's are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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From: Rosa Maria Guerrero
Sent: Wednesday, September 02, 2020 11:54 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Sara Celis <scelis@bisd.us>
Subject: FW: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salinas/Sara:

I had previously attached only 10 items – I am attaching the 11th item titled **"Licensed Professional Counselor (D. Morales)."**

Thanks!

From: Rosa Maria Guerrero
Sent: Wednesday, September 2, 2020 9:37 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Dr. Timothy E. Cuff <tecuff@bisd.us>; Sara M. Garza <saragarza@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Good morning Mr. Salinas;

Please review/sign the attached Board Agenda Items regarding MOUs from Guidance & Counseling to be placed on the October 6, 2020 Board Agenda.

I will hand deliver the original documents to your office.

Thank you.

Rosa M. Guerrero

Administrative Assistant to Mr. Jimmy Haynes

Tel. 956-698-0825

BISD

Mr. Jimmy R. Haynes

Assistant Superintendent for Operations

jhaynes@bisd.us

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Jose G. Gonzalez, LCSW, Chief Executive Officer
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Phone: (956) 787-7111 • Fax: (956) 781-2233
www.bhsst.org
Since 1991

Memorandum of Understanding

Behavioral Health Solutions of South Texas (BHSST) and Brownsville Independent School District agree to collaborate in an effort to increase the effectiveness and visibility of prevention efforts focusing on alcohol, tobacco, and other drug abuse and behavioral health issues. BHSST goal is to educate the communities with expectations to reduce substance use and abuse among youth and adults.

Our commitment to this collaboration will consist of the following:

1. BHSST will provide a campus-based Youth Prevention (YP) Specialist at selected schools. The Prevention Specialists is: Nora H. Guerra and Omar Del Bosque.

2. The Prevention Specialist will coordinate services with the designated Brownsville Independent School District personnel. Services will be rendered according to the agreed upon schedule and a protocol for referring students will be developed.

3. All referrals to the Prevention Specialists will be attained through the designated school/community representatives. Students referred for youth prevention programs should have been identified as a *"colonia"* resident and/or at high risk for truancy. At no time will the Prevention Specialists solicit students for the program.

4. Prevention Specialists will provide curriculum-based education, skill building activities, problem identification and referrals. Assigned school personnel will be provided with updates as appropriate related to student participants as agreed upon.

1617 E. Tyler, Suite D, E
Harlingen, TX 78550
Phone: (956) 423-0018
211 W. 6th St.
Weslaco, TX 78596
Phone: (956) 447-0223
471 W. Hidalgo Ave.
Raymondville, TX 78580
Phone: (956) 232-2300
701 E. Rice Street
Falfurrias, TX 78355
Phone: (361) 325-2692
2100 Gregory Ave.
Brownsville, TX 78526
Phone: (956) 982-1551
14 Rodriguez Lane
Hebbronville, TX 78361
Phone: (361) 231-8009
700 East Kleberg Ave.
Kingsville, TX 78363
Phone: (361) 219-0552

5. Brownsville Independent School District will provide adequate space and security for BHSST staff to complete either Positive Action and/or Project Towards No Drug Abuse curriculum and provide education, information and referral services to participants.

6. Brownsville Independent School District understands this agreement to be inclusive of services and referrals to BHSST Youth Prevention programs. Youth Prevention programs include Youth Prevention Selective – Positive Action (YPSPA), Youth Prevention Indicated (YPI), Youth Prevention Selective – Project Towards No Drug Abuse (YPSTND) and Youth Prevention Universal (YPU). Youth Prevention program services include:

   - Evidence-based curriculum services.
   - Dissemination of information related to alcohol, tobacco, and other drug use/abuse/addiction, and individual/family/community impact.
   - Presentations, alternative activities and participation in health fairs and/or any community events related to ATOD prevention for youth and adults incorporation
   - information and skills related to deterring alcohol, tobacco, and other drug use/abuse/addiction.

7. BHSST and Brownsville Independent School District will cooperate fully to make it possible for individuals to receive services through BHSST. Cooperative efforts include:

   - Notification of local events such as health fairs, conferences, and/or celebrations that relate to prevention.
   - Offer networking assistance to strengthen prevention efforts in our community.
   - Refer individuals and/or agencies to each other for presentations and/or applicable resources.

8. BHSST staff will follow BHSST policies and adhere to Brownsville Independent School District policies and procedures when conducting services at Brownsville Independent School District.

9. All BHSST staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2).

10. Funding for these services is provided by a grant from the Texas Department of State Health Services and no fees or cost will be incurred by Brownsville Independent School District in association with Youth Prevention program services.

11. Brownsville Independent School District or BHSST may terminate services within 30 days' notice. This collaborative agreement will be enforced from September 01, 2020 through August 31, 2021.

_____ _____

Dr. René Gutiérrez
Superintendent
Brownsville Independent School District

Date

_____ _____

Minerva Peña
Board President
Brownsville Independent School District

Date

_____ _____

Dr. Prisci Roca-Tipton
Board Secretary
Brownsville Independent School District

Date

Jose G. Gonzalez, LCSW, CCH, BCPC
Chief Executive Officer
Behavioral Health Solutions of South Texas.

05/13/2020
Date

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Jose G. Gonzalez, *LCSW, Chief Executive Officer*
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Phone: (956) 787-7111 • Fax: (956) 781-2233
www.bhsst.org

Memorandum of Understanding

Behavioral Health Solutions of South Texas (BHSST) and Brownsville Independent School District agree to collaborate in an effort to increase the effectiveness and visibility of prevention efforts focusing on alcohol, tobacco, and other drug abuse and behavioral health issues. BHSST goal is to educate the communities with expectations to reduce substance use and abuse among youth and adults.

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2. The Prevention Specialist will coordinate services with the designated Brownsville Independent School District personnel. Services will be rendered according to the agreed upon schedule and a protocol for referring students will be developed.

3. All referrals to the Prevention Specialists will be attained through the designated school/community representatives. Students referred for youth prevention programs should have been identified as a *"colonia"* resident and/or at high risk for truancy. At no time will the Prevention Specialists solicit students for the program.

4. Prevention Specialists will provide curriculum-based education, skill building activities, problem identification and referrals. Assigned school personnel will be provided with updates as appropriate related to student participants as agreed upon.

1617 E. Tyler, Suite D, E Harlingen, TX 78550 Phone: (956) 423-0018
211 W. 6th St. Weslaco, TX 78596 Phone: (956) 447-0223
471 W. Hidalgo Ave. Raymondville, TX 78580 Phone: (956) 232-2300
701 E. Rice Street Falfurrias, TX 78355 Phone: (361) 325-2692
2100 Gregory Ave. Brownsville, TX 78526 Phone: (956) 982-1551
14 Rodriguez Lane Hebbronville, TX 78361 Phone: (361) 231-8009
700 East Kleberg Ave. Kingsville, TX 78363 Phone: (361) 219-0552

5. Brownsville Independent School District will provide adequate space and security for BHSST staff to complete either Positive Action and/or Project Towards No Drug Abuse curriculum and provide education, information and referral services to participants.

6. Brownsville Independent School District understands this agreement to be inclusive of services and referrals to BHSST Youth Prevention programs. Youth Prevention programs include Youth Prevention Selective – Positive Action (YPSPA), Youth Prevention Indicated (YPI), Youth Prevention Selective – Project Towards No Drug Abuse (YPSTND) and Youth Prevention Universal (YPU). Youth Prevention program services include:

   - Evidence-based curriculum services.
   - Dissemination of information related to alcohol, tobacco, and other drug use/abuse/addiction, and individual/family/community impact.
   - Presentations, alternative activities and participation in health fairs and/or any community events related to ATOD prevention for youth and adults incorporation
   - information and skills related to deterring alcohol, tobacco, and other drug use/abuse/addiction.

7. BHSST and Brownsville Independent School District will cooperate fully to make it possible for individuals to receive services through BHSST. Cooperative efforts include:

   - Notification of local events such as health fairs, conferences, and/or celebrations that relate to prevention.
   - Offer networking assistance to strengthen prevention efforts in our community.
   - Refer individuals and/or agencies to each other for presentations and/or applicable resources.

8. BHSST staff will follow BHSST policies and adhere to Brownsville Independent School District policies and procedures when conducting services at Brownsville Independent School District.

9. All BHSST staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2).

10. Funding for these services is provided by a grant from the Texas Department of State Health Services and no fees or cost will be incurred by Brownsville Independent School District in association with Youth Prevention program services.

11. Brownsville Independent School District or BHSST may terminate services within 30 days' notice. This collaborative agreement will be enforced from September 01, 2020 through August 31, 2021.

Dr. René Gutiérrez
Superintendent
Brownsville Independent School District

Date

Minerva Peña
Board President
Brownsville Independent School District

Date

Dr. Prisci Roca-Tipton
Board Secretary
Brownsville Independent School District

Date

Jose G. Gonzalez, LCSW, CCH, BCPC
Chief Executive Officer
Behavioral Health Solutions of South Texas.

5/13/2020
Date

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Jose G. Gonzalez, *LCSW, Chief Executive Officer*
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Phone: (956) 787-7111 • Fax: (956) 781-2233
www.bhsst.org

Memorandum of Understanding

Behavioral Health Solutions of South Texas (BHSST) and Brownsville Independent School District agree to collaborate in an effort to increase the effectiveness and visibility of prevention efforts focusing on alcohol, tobacco, and other drug abuse and behavioral health issues. BHSST goal is to educate the communities with expectations to reduce substance use and abuse among youth and adults.

Our commitment to this collaboration will consist of the following:

1. BHSST will provide a campus-based Youth Prevention (YP) Specialist at selected schools. The Prevention Specialists is: Nora H. Guerra and Omar Del Bosque.

2. The Prevention Specialist will coordinate services with the designated Brownsville Independent School District personnel. Services will be rendered according to the agreed upon schedule and a protocol for referring students will be developed.

3. All referrals to the Prevention Specialists will be attained through the designated school/community representatives. Students referred for youth prevention programs should have been identified as a *"colonia"* resident and/or at high risk for truancy. At no time will the Prevention Specialists solicit students for the program.

4. Prevention Specialists will provide curriculum-based education, skill building activities, problem identification and referrals. Assigned school personnel will be provided with updates as appropriate related to student participants as agreed upon.

1617 E. Tyler, Suite D, E Harlingen, TX 78550 Phone: (956) 423-0018
211 W. 6th St. Weslaco, TX 78596 Phone: (956) 447-0223
471 W. Hidalgo Ave. Raymondville, TX 78580 Phone: (956) 232-2300
701 E. Rice Street Falfurrias, TX 78355 Phone: (361) 325-2692
2100 Gregory Ave. Brownsville, TX 78526 Phone: (956) 982-1551
14 Rodriguez Lane Hebbronville, TX 78361 Phone: (361) 231-8009
700 East Kleberg Ave. Kingsville, TX 78363 Phone: (361) 219-0552

5. Brownsville Independent School District will provide adequate space and security for BHSST staff to complete either Positive Action and/or Project Towards No Drug Abuse curriculum and provide education, information and referral services to participants.

6. Brownsville Independent School District understands this agreement to be inclusive of services and referrals to BHSST Youth Prevention programs. Youth Prevention programs include Youth Prevention Selective – Positive Action (YPSPA), Youth Prevention Indicated (YPI), Youth Prevention Selective – Project Towards No Drug Abuse (YPSTND) and Youth Prevention Universal (YPU). Youth Prevention program services include:

   - Evidence-based curriculum services.
   - Dissemination of information related to alcohol, tobacco, and other drug use/abuse/addiction, and individual/family/community impact.
   - Presentations, alternative activities and participation in health fairs and/or any community events related to ATOD prevention for youth and adults incorporation
   - information and skills related to deterring alcohol, tobacco, and other drug use/abuse/addiction.

7. BHSST and Brownsville Independent School District will cooperate fully to make it possible for individuals to receive services through BHSST. Cooperative efforts include:

   - Notification of local events such as health fairs, conferences, and/or celebrations that relate to prevention.
   - Offer networking assistance to strengthen prevention efforts in our community.
   - Refer individuals and/or agencies to each other for presentations and/or applicable resources.

8. BHSST staff will follow BHSST policies and adhere to Brownsville Independent School District policies and procedures when conducting services at Brownsville Independent School District.

9. All BHSST staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2).

10. Funding for these services is provided by a grant from the Texas Department of State Health Services and no fees or cost will be incurred by Brownsville Independent School District in association with Youth Prevention program services.

11. Brownsville Independent School District or BHSST may terminate services within 30 days' notice. This collaborative agreement will be enforced from September 01, 2020 through August 31, 2021.

Dr. René Gutiérrez
Superintendent
Brownsville Independent School District

Date

Minerva Peña
Board President
Brownsville Independent School District

Date

Dr. Prisci Roca-Tipton
Board Secretary
Brownsville Independent School District

Date

Jose G. Gonzalez, LCSW, CCH, BCPC
Chief Executive Officer
Behavioral Health Solutions of South Texas.

5/13/2020
Date

2019 MOU

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 08/06/19

Item Title: Memorandum of Understanding Behavioral Health Solutions of ST and BISD for the 2019-2020 school year

X Action
Information
Discussion

BACKGROUND:

The Behavioral Health Solutions of South Texas (BHSST) and the Brownsville I.S.D. agree to collaborate in an effort to increase the effectiveness and visibility of prevention efforts focusing on alcohol, tobacco, and other drug abuse and behavioral health issues. BHHST goal is to educate the communities with expectation to reduce substance use and abuse among youth and adults. The Memorandum of Understanding specifically sets guidelines and procedures for all BISD Middle and High Schools and clarifies the roles and responsibilities between Brownsville ISD and BHSST.

Number of referrals for 2018-2019
Middle Schools – 250 Students referred at Positive Action Program
High Schools – 250 Students referred at Toward No Drugs Program

FISCAL IMPLICATIONS:

No Cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between Brownsville Independent School District and Behavioral Health Solutions of South Texas for implementation of their anti-alcohol, tobacco, and drug programs expressly for reducing substance use and abuse among youth and the community during the BISD 2019-2020 school year. This MOU is at no cost to the District.

Sara Garza
Submitted by: Program Administrator

Dr. Dora E. Sauceda
Recommended by: Assistant Superintendent

Miguel Salinas
Reviewed by: Staff Attorney

Approved for Submission to Board of Education:

Dr. Rene Gutierrez
Superintendent of Schools

When Necessary, Additional Background May Follow This.

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Phone: (956) 787-7111 • Fax: (956) 781-2233
www.bhsst.org

MEMORANDUM OF UNDERSTANDING

Behavioral Health Solutions of South Texas (BHSST) and Brownsville Independent School District agree to collaborate in an effort to increase the effectiveness and visibility of prevention efforts focusing on alcohol, tobacco, and other drug abuse and behavioral health issues. BHSST goal is to educate the communities with expectations to reduce substance use and abuse among youth and adults.

Our commitment to this collaboration will consist of the following:

1. BHSST will provide a campus-based Youth Prevention (YP) Specialist at selected schools. The Prevention Specialists are: Nora H. Guerra and Omar Del Bosque.

2. The Prevention Specialist will coordinate services with the designated Brownsville Independent School District personnel. Services will be rendered according to the agreed upon schedule and a protocol for referring students will be developed.

3. All referrals to the Prevention Specialists will be attained through the designated school/community representatives. Students referred for youth prevention programs should have been identified as a *"colonia"* resident and/or at high risk for truancy. At no time will the Prevention Specialists solicit students for the program.

4. Prevention Specialists will provide curriculum-based education, skill building activities, problem identification and referrals. Assigned school personnel will be provided with updates as appropriate related to student participants as agreed upon.

5. Brownsville Independent School District will provide adequate space and security for BHSST staff to complete either Positive Action and/or Project Towards No Drug Abuse curriculum and provide education, information and referral services to participants.

6. Brownsville Independent School District understands this agreement to be inclusive of services and referrals to BHSST Youth Prevention programs. Youth Prevention programs include Youth Prevention Selective – Positive Action (YPSPA), Youth Prevention Selective – Project Towards No Drug Abuse (YPSTND). Youth Prevention program services include:

- Evidence-based curriculum services.
- Dissemination of information related to alcohol, tobacco, and other drug use/abuse/addiction, and individual/family/community impact.

- Presentations, alternative activities and participation in health fairs and/or any community events related to ATOD prevention for youth and adults incorporating information and skills related to deterring alcohol, tobacco, and other drug use/abuse/addiction.

7. BHSST and Brownsville Independent School District will cooperate fully to ensure non duplication of services through BHSST. Cooperative efforts include:

- Brownsville Independent School District agrees to collaborate only with BHSST for the implementation of the Positive Action and / or Project Towards No Drugs curriculum services.
- Brownsville Independent School District agrees to collaborate with BHSST in providing notification of local events such as health fairs, conferences, and / or celebrations that relate to prevention, as well as offer networking assistance to strengthen prevention efforts in our community.
- Refer of individuals and/or agencies to each other for presentations and/or applicable resources.

8. BHSST staff will follow BHSST policies and adhere to Brownsville Independent School District policies and procedures when conducting services at Brownsville Independent School District.

9. All BHSST staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2).

10. Funding for these services is provided by a grant from the Texas Department of State Health Services and no fees or cost will be incurred by Brownsville Independent School District in association with Youth Prevention program services.

11. Brownsville Independent School District or BHSST may terminate services within 30 days' notice. This collaborative agreement will be enforced from September 01, 2019 through August 31, 2020.

Dr. Rene Gutierrez
Superintendent
Brownsville School District

Date 8/8/19

Jose G. Gonzalez, LCSW
Chief Executive Officer
Behavioral Health Solutions of South Texas

Date 6/28/19

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 10/06/20

Item Title: Memorandum of Understanding Buckner Children & Family Services Inc. FAYS and Brownsville ISD

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

BACKGROUND:

The Buckner Children & Family Services Inc. – FAYS Program provides services to youth 0-17 ages and their families in at-risk situations. The FAYS Program is designed to reduce family conflict, help with family support and skills and prevent the problems of runaway, school attendance issues and delinquent behaviors. The services for youth and families include screening/intake, crisis intervention, skills-based training presentations, case management, case follow-up and outreach.
Youth and families will learn skills to help them resolve crisis among peers and family, develop their skills to cope with everyday problems and stresses in their lives and learn self-esteem concepts while developing communication skills and peer pressure refusal skills.

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between Brownsville ISD and Buckner Children & Family Services Inc. – FAYS Program to provide youth and family crisis intervention services for the 2020-2021 school year. No cost to the District.

Sara M. Garza
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent 9/22/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Rosa Maria Guerrero

From: Sara Celis
Sent: Monday, September 21, 2020 3:20 PM
To: Rosa Maria Guerrero
Subject: FW: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
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From: Baltazar Salazar [mailto:balsalazar@sbcglobal.net]
Sent: Friday, September 11, 2020 11:31 AM
To: Sara Celis <scelis@bisd.us>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Re: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

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 all documents except the following:

UTRGV Americorps- Venue has to be changed to Brownsville, Cameron County, Texas, and
Texas Tropical Behavioral Health- Indemnity clause has to be omitted.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

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

On Thursday, September 10, 2020, 05:04:33 PM CDT, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

I am sending this request again to list all MOU's attached that are pending your review. Please disregard the previous email of attachments.

1. Behavioral Health Solutions
2. Buckner Children & Family Services
3. Heartfelt Minds
4. Licensed Professional Counselor Interns (Dawn Morales & Anabelle Torres)
5. Licensed Professional Counselor Interns (Mark Chapa, Natividad Leal, Maria Paredes Aragus, Ana Rodriguez Salainas)
6. Mesquite Treatment
7. Serving Children & Adults in Need (SCAN)
8. Tobacco Prevention
9. Tropical Texas

10. UTRGV AmeriCorps

11. Beatriz Moreno, LPC Intern MOU

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: Thursday, September 10, 2020 4:37 PM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

The attached are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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From: Sara Celis
Sent: Tuesday, September 08, 2020 8:01 AM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>

Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 3rd Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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From: Sara Celis
Sent: Thursday, September 03, 2020 11:03 AM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 2nd Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

The attached are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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From: Sara Celis
Sent: Wednesday, September 02, 2020 11:57 AM
To: balsalazar@sbcglobal.net
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

I apologize the previous email only included 10 MOU's instead of 11. All MOU's are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Rosa Maria Guerrero
Sent: Wednesday, September 02, 2020 11:54 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Sara Celis <scelis@bisd.us>
Subject: FW: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salinas/Sara:

I had previously attached only 10 items – I am attaching the 11th item titled "**Licensed Professional Counselor (D. Morales).**"

Thanks!

From: Rosa Maria Guerrero
Sent: Wednesday, September 2, 2020 9:37 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Dr. Timothy E. Cuff <tecuff@bisd.us>; Sara M. Garza <saragarza@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Good morning Mr. Salinas;

Please review/sign the attached Board Agenda Items regarding MOUs from Guidance & Counseling to be placed on the October 6, 2020 Board Agenda.

I will hand deliver the original documents to your office.

Thank you.

Rosa M. Guerrero

Administrative Assistant to Mr. Jimmy Haynes

Tel. 956-698-0825

BISD

Mr. Jimmy R. Haynes

Assistant Superintendent for Operations

jhaynes@bisd.us

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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.

BUCKNER.
Hope shines here.

MEMORANDUM OF UNDERSTANDING

FY 2020/2021

This Memorandum of Understanding is entered into by **Buckner Children and Family Services, Inc. (BCFS) – FAYS Program** and **Brownsville Independent School District**, for the sole purpose of providing FAYS Program services. All services will be provided free of charge to youth and families.

Buckner-FAYS Program provides services to youth, 0 to 17 years of age, and their families in at-risk situations. The **FAYS Program** is designed to reduce family conflict, help with family support and skills, and prevent the problems of runaway, school attendance issues and delinquent behaviors. Buckner **FAYS** Program helps youth and families resolve crises and establish and achieve goals that strengthen and promote healthy families. The services provided to the youth and families include screening/intake, crisis intervention, skills-based training, case management services, case follow-up and outreach. All services are free of charge to **Brownsville ISD** and the surrounding areas, and provided through home visits, office visits, and school and community visits.

Buckner-FAYS Program will provide skills-based training weekly, or as scheduled, to qualifying students and their families. These curriculums may be conducted in a group setting and/or after school and will be delivered and tailored to the needs of the school. Youth and their families will learn skills to help them resolve crises among peers and family, develop their skills to cope with everyday problems and stresses in their lives, and learn self-esteem concepts while developing communications skills and peer pressure refusal skills.

General Responsibility of **Buckner-FAYS Program**:

- Upon the receipt of referral, provide Intake process (which includes meeting with the youth's parents to obtain consent forms),
- Provide staff to conduct group skills training and counseling services,
- Provide program curriculum and supplies.

General responsibilities of **Brownsville ISD:**

- Provide student referrals,
- Provide class/school time for FAYS services,
- Provide class/facility space for groups and/or counseling services,
- Provide the use of equipment (TV and DVD) for group skills training.

This MOU will be in effect from September 1, 2020 through August 31, 2021.

Upon agreement by B.I.S.D., this cooperative working agreement shall be for one year and will be renewed annually. This MOU may be amended or modified in writing by either party, or terminated by either party, in writing with at least 30 days' notice before the termination.

Buckner Children and Family Services, Inc. agrees to submit the names of all its employees and all pertinent information to the BISD Human Resources Department so that BISD may conduct any criminal background checks required by law.

BISD at its sole discretion shall approve those employees of Buckner Children and Family Services, Inc. FAYS program in regard to the criminal background check.

Buckner Children and Family Services

STAR Program
1713 E. Tyler, Suite E
Harlingen, Texas 78550

Phone (956) 423-7909
Fax (956) 428-0412

buckner.org

BUCKNER
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BISD agrees to provide Buckner Children and Family Services, Inc. with a copy of the background check consent form signed by BCFS employee(s).

BISD agrees to inform Buckner Children and Family Services, Inc. in writing what the school's retention policy is, who has access to background checks, and what procedures they have in place to protect the confidentiality of BCFS staff.

Signed: This _____ day of _____, 2020.

Monica Salinas
Buckner Children and Family Services, Inc.
Executive Director

_____
Brownsville ISD

Buckner Children and Family Services

STAR Program
1713 E. Tyler, Suite E
Harlingen, Texas 78550

Phone (956) 423-7909
Fax (956) 428-0412

buckner.org

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Dr. René Gutiérrez **BISD Superintendent**	**Date**
Minerva M. Peña **BISD Board President**	**Date**
Dr. Prisci Roca Tipton **BISD Board Secretary**	**Date**

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MEMORANDUM OF UNDERSTANDING

FY 2020/2021

This Memorandum of Understanding is entered into by **Buckner Children and Family Services, Inc. (BCFS) – FAYS Program** and **Brownsville Independent School District**, for the sole purpose of providing FAYS Program services. All services will be provided free of charge to youth and families.

Buckner-FAYS Program provides services to youth, 0 to 17 years of age, and their families in at-risk situations. The **FAYS Program** is designed to reduce family conflict, help with family support and skills, and prevent the problems of runaway, school attendance issues and delinquent behaviors. Buckner **FAYS** Program helps youth and families resolve crises and establish and achieve goals that strengthen and promote healthy families. The services provided to the youth and families include screening/intake, crisis intervention, skills-based training, case management services, case follow-up and outreach. All services are free of charge to **Brownsville ISD** and the surrounding areas, and provided through home visits, office visits, and school and community visits.

Buckner-FAYS Program will provide skills-based training weekly, or as scheduled, to qualifying students and their families. These curriculums may be conducted in a group setting and/or after school and will be delivered and tailored to the needs of the school. Youth and their families will learn skills to help them resolve crises among peers and family, develop their skills to cope with everyday problems and stresses in their lives, and learn self-esteem concepts while developing communications skills and peer pressure refusal skills.

General Responsibility of **Buckner-FAYS Program**:

- Upon the receipt of referral, provide Intake process (which includes meeting with the youth's parents to obtain consent forms),
- Provide staff to conduct group skills training and counseling services,
- Provide program curriculum and supplies.

General responsibilities of **Brownsville ISD:**

- Provide student referrals,
- Provide class/school time for FAYS services,
- Provide class/facility space for groups and/or counseling services,
- Provide the use of equipment (TV and DVD) for group skills training.

This MOU will be in effect from September 1, 2020 through August 31, 2021.

Upon agreement by B.I.S.D., this cooperative working agreement shall be for one year and will be renewed annually. This MOU may be amended or modified in writing by either party, or terminated by either party, in writing with at least 30 days' notice before the termination.

Buckner Children and Family Services, Inc. agrees to submit the names of all its employees and all pertinent information to the BISD Human Resources Department so that BISD may conduct any criminal background checks required by law.

BISD at its sole discretion shall approve those employees of Buckner Children and Family Services, Inc. FAYS program in regard to the criminal background check.

Buckner Children and Family Services

STAR Program
1713 E. Tyler, Suite E
Harlingen, Texas 78550

Phone (956) 423-7909
Fax (956) 428-0412

buckner.org

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BISD agrees to provide Buckner Children and Family Services, Inc. with a copy of the background check consent form signed by BCFS employee(s).

BISD agrees to inform Buckner Children and Family Services, Inc. in writing what the school's retention policy is, who has access to background checks, and what procedures they have in place to protect the confidentiality of BCFS staff.

Signed: This _____ day of _____, 2020.

Monica Salinas
Buckner Children and Family Services, Inc.
Executive Director

_____
Brownsville ISD

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Dr. René Gutiérrez **BISD Superintendent**	**Date**
Minerva M. Peña	**Date**
Dr. Prisci Roca Tipton **BISD Board Secretary**	**Date**

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 08/06/19

Item Title: MOU Buckner Children & Family Services: STAR Program for the 2019-2020 school year

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

BACKGROUND:
The Buckner Children & Family Services; Inc.- STAR Program will provide group skills based training to children and youth 0-17 ages and their families that is designed to reduce/prevent runaway problems, truancy, and delinquent youth behaviors. The services will include screening/intake, crisis prevention counseling services, skills-based training presentations, case management, case follow-up and outreach. Services are free of charge and will be provided through home, office, school and community visits by professional staff who hold a minimum of a Bachelor Degree in Criminal Justice or Social Work/Psychology. The following curriculum will be used in the presentation: Practical Parent Education, Youth Connection, Get Real About Violence and It's Up to Me.

FISCAL IMPLICATIONS:
No Cost to the District

RECOMMENDATION:
Recommend approval to enter into a Memorandum of Understanding with Buckner Children & Family Services, INC. – STAR Program that includes youth and family crisis prevention education, intervention and support services, skills-based training presentations, case management follow up and outreach for the 2019-2020 school year at no cost to the district.

Sara Garza
Submitted by: Program Administrator

Dr. Dora E. Sauceda
Recommended by: Assistant Superintendent

Miguel Salinas
Reviewed by: Staff Attorney

Approved for Submission to Board of Education:

Dr. Rene Gutierrez
Superintendent of Schools

When Necessary, Additional Background May Follow This.

BUCKNER
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MEMORANDUM OF UNDERSTANDING

FY 2019/2020

This Memorandum of Understanding is entered into by **Buckner Children & Family Services, Inc. – STAR Program** and **Brownsville Independent School District,** for the sole purpose of providing STAR Program services. All services will be provided free of charge to youth and families.

Buckner-STAR Program provides services to youth, 0 to 17 years of age, and their families in at-risk situations. The **STAR Program** is designed to reduce family conflict, help with family support and skills and prevent the problems of runaway, school attendance issues and delinquent behaviors. Buckner STAR Program helps youth and families resolve crises and establish and achieve goals that strengthen and promote healthy families. The services provided to the youth and families include screening/intake, crisis intervention, skills-based training, case management services, case follow-up and outreach. All services are free of charge to **Brownsville ISD** and the surrounding areas, and provided through home visits, office visits, and school and community visits.

Buckner-STAR Program will provide skills-based training weekly, or as scheduled, to qualifying students and their families. These curriculums may be conducted in a group setting and/or after school and will be delivered and tailored to the needs of the school. Youth and their families will learn skills to help them resolve crises among peers and family, develop their skills to cope with everyday problems and stresses in their lives, and learn self-esteem concepts while developing communications skills and peer pressure refusal skills.

General Responsibility of **Buckner-STAR Program**:

- Upon the receipt of referral, provide Intake process (which includes meeting with the youth's parents to obtain consent forms),
- Provide staff to conduct group skills training and counseling services,
- Provide program curriculum and supplies.

General responsibilities of **Brownsville ISD:**

- Provide student referrals,
- Provide class/school time for STAR services,
- Provide class/facility space for groups and/or counseling services,
- Provide the use of equipment (TV and DVD) for group skills training.

This MOU will be in effect from September 1, 2019 though August 31, 2020.

This MOU may be amended or modified in writing by either party, or terminated by either party, in writing with at least 30 days' notice before the termination.

Buckner Children and Family Services, Inc. agree to submit the names of all its employees and all pertinent information to the BISD Human Resources Department so that BISD may conduct any and all criminal background checks required by law.

BISD at its sole discretion shall approve those employees of Buckner Children and Family Services, Inc. STAR program in regard to the criminal background check.

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BISD agrees to provide Buckner Children and Family Services, Inc. with a copy of the background check consent form that our employees will sign.

BISD agrees to inform Buckner Children and Family Services, Inc. in writing what the school's retention policy is, who has access to background checks, and what procedures they have in place to protect the confidentiality of our staff.

Once #1 and #2 have been completed, Buckner Children and Family Services, Inc. will need a copy of the consent forms our staff signs to be place in our personnel files.

Upon agreement by B.I.S.D., this cooperative working agreement shall be for one year and will be renewed annually. This agreement may be terminated by either party by providing a thirty-day written notice.

Monica Salinas
Buckner Children & Family Services, Inc.
Executive Director

Brownsville ISD Superintendent
Dr. Rene Gutierrez

Buckner Children and Family Services

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Harlingen, Texas 78550

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MEMORANDUM OF UNDERSTANDING

FY 2020/2021

This Memorandum of Understanding is entered into by **Buckner Children and Family Services, Inc. (BCFS) – FAYS Program** and **Brownsville Independent School District**, for the sole purpose of providing FAYS Program services. All services will be provided free of charge to youth and families.

Buckner-FAYS Program provides services to youth, 0 to 17 years of age, and their families in at-risk situations. The **FAYS Program** is designed to reduce family conflict, help with family support and skills, and prevent the problems of runaway, school attendance issues and delinquent behaviors. Buckner **FAYS** Program helps youth and families resolve crises and establish and achieve goals that strengthen and promote healthy families. The services provided to the youth and families include screening/intake, crisis intervention, skills-based training, case management services, case follow-up and outreach. All services are free of charge to **Brownsville ISD** and the surrounding areas, and provided through home visits, office visits, and school and community visits.

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General Responsibility of **Buckner-FAYS Program**:

- Upon the receipt of referral, provide Intake process (which includes meeting with the youth's parents to obtain consent forms),
- Provide staff to conduct group skills training and counseling services,
- Provide program curriculum and supplies.

General responsibilities of **Brownsville ISD:**

- Provide student referrals,
- Provide class/school time for FAYS services,
- Provide class/facility space for groups and/or counseling services,
- Provide the use of equipment (TV and DVD) for group skills training.

This MOU will be in effect from September 1, 2020 through August 31, 2021.

Upon agreement by B.I.S.D., this cooperative working agreement shall be for one year and will be renewed annually. This MOU may be amended or modified in writing by either party, or terminated by either party, in writing with at least 30 days' notice before the termination.

Buckner Children and Family Services, Inc. agrees to submit the names of all its employees and all pertinent information to the BISD Human Resources Department so that BISD may conduct any criminal background checks required by law.

BISD at its sole discretion shall approve those employees of Buckner Children and Family Services, Inc. FAYS program in regard to the criminal background check.

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BISD agrees to provide Buckner Children and Family Services, Inc. with a copy of the background check consent form signed by BCFS employee(s).

BISD agrees to inform Buckner Children and Family Services, Inc. in writing what the school's retention policy is, who has access to background checks, and what procedures they have in place to protect the confidentiality of BCFS staff.

Signed: This 12th day of August, 2020.

Monica Salinas
Buckner Children and Family Services, Inc.
Executive Director

Dr. Rene Gutierrez,
BISD Superintendent

Minerva Pena,
BISD Board President

Dr. Prisci Roca-Tipton
BISD Board Secretary

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General Responsibility of **Buckner-FAYS Program**:

- Upon the receipt of referral, provide Intake process (which includes meeting with the youth's parents to obtain consent forms),
- Provide staff to conduct group skills training and counseling services,
- Provide program curriculum and supplies.

General responsibilities of **Brownsville ISD:**

- Provide student referrals,
- Provide class/school time for FAYS services,
- Provide class/facility space for groups and/or counseling services,
- Provide the use of equipment (TV and DVD) for group skills training.

This MOU will be in effect from September 1, 2020 through August 31, 2021.

Upon agreement by B.I.S.D., this cooperative working agreement shall be for one year and will be renewed annually. This MOU may be amended or modified in writing by either party, or terminated by either party, in writing with at least 30 days' notice before the termination.

Buckner Children and Family Services, Inc. agrees to submit the names of all its employees and all pertinent information to the BISD Human Resources Department so that BISD may conduct any criminal background checks required by law.

BISD at its sole discretion shall approve those employees of Buckner Children and Family Services, Inc. FAYS program in regard to the criminal background check.

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BISD agrees to provide Buckner Children and Family Services, Inc. with a copy of the background check consent form signed by BCFS employee(s).

BISD agrees to inform Buckner Children and Family Services, Inc. in writing what the school's retention policy is, who has access to background checks, and what procedures they have in place to protect the confidentiality of BCFS staff.

Signed: This 12th day of August, 2020.

Monica Salinas
Buckner Children and Family Services, Inc.
Executive Director

Dr. Rene Gutierrez,
BISD Superintendent

Minerva Pena,
BISD Board President

Dr. Prisci Roca-Tipton
BISD Board Secretary

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Brownsville Independent School District

Agenda Category: General Function Contracts/MOU **Board of Education Meeting:** 10/06/20

Item Title: Heartfelt Minds Counseling & Consulting MOU and Brownsville Independent School District

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

BACKGROUND:

Heartfelt Minds Counseling & Consulting (HFMC) seeks to set out in writing the terms and respective responsibilities for the education and training of licensed professional counselor (LPC) interns pursuing counseling practicum/internship hours on BISD school campuses.

Licensed professional counselor interns mentored in this program shall have the written consent of the campus principal, the counselor mentor and LPC intern supervisor, Dr. James Whittenberg, to collaborate and execute the program roles and responsibilities as outlined in the affiliation agreement to provide counseling services to BISD students. The licensed professional counselor interns will obtain parental consent to perform supervised counseling of the BISD students during school hours.

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and Heartfelt Minds Counseling & Consulting to provide practicum/internship sites for licensed professional counselor interns on BISD school campuses to provide counseling services to BISD students for the 2020-2021 school year. No cost to the District.

Sara M. Garza
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent 9/22/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Rosa Maria Guerrero

From: Sara Celis
Sent: Monday, September 21, 2020 3:20 PM
To: Rosa Maria Guerrero
Subject: FW: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

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

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

From: Baltazar Salazar [mailto:balsalazar@sbcglobal.net]
Sent: Friday, September 11, 2020 11:31 AM
To: Sara Celis <scelis@bisd.us>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Re: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

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 all documents except the following:

UTRGV Americorps- Venue has to be changed to Brownsville, Cameron County, Texas, and
Texas Tropical Behavioral Health- Indemnity clause has to be omitted.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

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

On Thursday, September 10, 2020, 05:04:33 PM CDT, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

I am sending this request again to list all MOU's attached that are pending your review. Please disregard the previous email of attachments.

1. Behavioral Health Solutions
2. Buckner Children & Family Services
3. Heartfelt Minds
4. Licensed Professional Counselor Interns (Dawn Morales & Anabelle Torres)
5. Licensed Professional Counselor Interns (Mark Chapa, Natividad Leal, Maria Paredes Aragus, Ana Rodriguez Salainas)
6. Mesquite Treatment
7. Serving Children & Adults in Need (SCAN)
8. Tobacco Prevention
9. Tropical Texas

10. UTRGV AmeriCorps

11. Beatriz Moreno, LPC Intern MOU

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Sara Celis
Sent: Thursday, September 10, 2020 4:37 PM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

The attached are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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From: Sara Celis
Sent: Tuesday, September 08, 2020 8:01 AM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>

694

Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 3rd Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Sara Celis
Sent: Thursday, September 03, 2020 11:03 AM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 2nd Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

The attached are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Sara Celis
Sent: Wednesday, September 02, 2020 11:57 AM
To: balsalazar@sbcglobal.net
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

I apologize the previous email only included 10 MOU's instead of 11. All MOU's are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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From: Rosa Maria Guerrero
Sent: Wednesday, September 02, 2020 11:54 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Sara Celis <scelis@bisd.us>
Subject: FW: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salinas/Sara:

I had previously attached only 10 items – I am attaching the 11th item titled **"Licensed Professional Counselor (D. Morales)."**

Thanks!

From: Rosa Maria Guerrero
Sent: Wednesday, September 2, 2020 9:37 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Dr. Timothy E. Cuff <tecuff@bisd.us>; Sara M. Garza <saragarza@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Good morning Mr. Salinas;

Please review/sign the attached Board Agenda Items regarding MOUs from Guidance & Counseling to be placed on the October 6, 2020 Board Agenda.

I will hand deliver the original documents to your office.

Thank you.

Rosa M. Guerrero

Administrative Assistant to Mr. Jimmy Haynes

Tel. 956-698-0825

BISD

Mr. Jimmy R. Haynes

Assistant Superintendent for Operations

jhaynes@bisd.us

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LPC INTERN SUPERVISED CLINICAL EXPERIENCE AFFILIATION AGREEMENT

THIS AGREEMENT, effective the 12th day of August, 2020, is between Dr. James F. Whittenberg, PhD, LPC-S, CSC, LCDC, ("Supervisor"), a Licensed Professional Counselor-Supervisor and owner of Heartfelt Minds Counseling & Consulting, ("Agency"), and Brownsville Independent School District ("Facility"), a public school district having its principal office at the city of Brownsville, in Cameron County, in the State of Texas.

Recitals

A. Facility operates facilities located at 1700 East Price Road in the City of Brownsville, State of Texas, and therein provides educational services.

B. Agency operates facilities located at 30 Providencia Ct, Suite 5D, in the City of Brownsville, State of Texas, and therein provides clinical supervision with respect to and periodically desires to provide LPC Interns, in supervisory agreement with Agency Supervisor, clinical experience by utilizing appropriate facilities and personnel of third parties ("Program").

C. Facility desires to cooperate with Agency to establish and implement from time to time one or more Programs involving the LPC Interns and personnel of Agency and the facilities and personnel of Facility to (1) provide training, clinical experience, and related mentorship for LPC Interns; and (2) to foster career and employment opportunities for the LPC Interns.

Agreement

NOW, THEREFORE, in consideration of the mutual promises herein, Agency and Facility agree that any Program established and implemented by Facility and Agency during the term of this Agreement shall be covered by and subject to the following terms and conditions.

1. **PROGRAM AGREEMENT.** To become effective, all agreements with respect to a Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Facility and Agency.

2. **CONFLICT.** In the event of conflict between the text of a Program Agreement and the text of this Agreement, this Agreement shall govern.

3. **AMENDMENT OF PROGRAM AGREEMENT.** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and Agency.

4. **RESPONSIBILITIES OF FACILITY.** Except for acts to be performed by Agency pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the clinical experience specified in the Program Agreement. In connection with such Program, Facility 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 Agency;

b. permit the authority responsible for accreditation of Agency's supervisory agreement to inspect the facilities, services, and other items provided by Facility for purposes of the clinical experience; and

c. appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:

(1) Facility shall submit to Agency the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least 30 days prior to the date the appointment is to become effective.

(2) Agency shall notify Facility of Agency's approval or disapproval of such person within 10 days after receipt of such notice.

(3) No person shall act as Facility Liaison without the prior written approval of Agency.

(4) In the event the Facility Liaison approved by Agency later becomes unacceptable and Agency so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in this paragraph 4.c.

d. assign an internship site supervisor who has appropriate credentials, time, and interest for training the LPC Intern, including

(1) a minimum of a master's degree in counseling or closely related field with equivalent qualifications, including appropriate certifications and/or licenses

(2) a minimum of two (2) years of pertinent professional experiences in the program area in which the LPC Intern is completing clinical internship

(3) knowledge of the program's expectations, requirements, and evaluation procedures for LPC Interns;

e. provide opportunities for the LPC Intern to engage in a variety of direct client contact counseling activities under supervision and for evaluating the LPC Intern's performance (individual counseling, group counseling, family counseling, consultation, assessment, community outreach, and/or parent/guardian education);

f. provide the LPC Intern with adequate workspace and materials to conduct professional activities, and an appropriate system to place confidential records and materials;

g. provide supervisory contact that averages thirty (30) minutes weekly with LPC Interns that involves some examination of LPC Intern work using audio/visual recordings, observation, collaboration, and/or live individual/triadic or group supervision; and

h. provide the LPC Intern with an orientation for district and campus policies, regulations and guidelines.

5. **RESPONSIBILITIES OF AGENCY.** Agency will:

a. furnish Facility with the names of the LPC Interns assigned by Agency to participate in the Program;

b. assign only those LPC Interns who have been issued the LPC Intern temporary license by the state of Texas that are a prerequisite to Program participation; and

c. designate the owner of the Agency ("Agency Supervisor") to coordinate the clinical experience of LPC Interns participating in the Program with the Facility Liaison. Agency shall give Facility written notice of the name of the Facility Liaison.

d. provide the site prior to placement of the LPC Intern an academic calendar that shall include start and end dates for periods of clinical experience;

e. provide the site the Ethical Standards of the American Counseling Association and the Texas State Board of Examiners of Licensed Professional Counselors;

f. notify the LPC Intern that he/she must adhere to the administrative policies, rules, standards, schedules, and practices of the site;

g. ensure the Faculty Liaison shall be available for consultation with both site supervisors and LPC Interns and shall be immediately contacted should any problem or change in relation to LPC Intern, site, or the Agency occur;

h. confirm the Agency supervisor is responsible for the remediation plans if necessary;

i. offer site supervision training and will provide information on supervision training opportunities that offer CEU hours.

6. **RESPONSIBILITIES OF LPC INTERN.** LPC Intern will:

a. Be at the agreed upon location at times scheduled with Site Supervisor throughout the duration of the LPC Intern placement.

b. Attend at least two (2) hours of monthly virtual triadic supervision (two LPC Interns) with the Agency supervisor and at least two (2) hours of face-to-face group supervision with Agency supervisor at HFMC.

c. Complete requirements as designated by the Texas State Board of Examiners of Licensed Professional Counselors and the Agency supervisor.

d. Arrange to have some counseling sessions observed by the Agency supervisor.

e. Keep a weekly log of time spent that will be reviewed and signed by the Agency supervisor.

f. Read the ACA Code of Ethics and use as a guide for ethical and professional practice.

g. Abide by all site policies, rules, and regulations.

7. **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.

8. **ORAL REPRESENTATIONS.** No oral representations of any officer, agent, or employee of Facility, Agency, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

9. **AMENDMENT TO AGREEMENT.** No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

10. **ASSIGNMENT.** Neither this Agreement nor an Agency Agreement may be assigned by either party without prior written approval of the other party.

11. **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.

12. **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 LPC Interns 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.

13. **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.

14. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the Agency hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the LPC Interns who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

15. **INDEMNIFICATION.** To the extent authorized under the Constitution and laws of the State of Texas, Agency shall hold Facility harmless from liability resulting from Agency's acts or omissions within the terms of this Agreement; provided, however, Agency shall not hold Facility

harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring, or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to Agency's supervision or control. Agency agrees to defend, indemnify and hold Facility and its employees and officers and its affiliates harmless from any occurrence, liability, judgment, claim, award, cost of defense (including attorney fees and court costs) expense or other responsibility or cost of any nature whatsoever arising out of (i) the failure of Agency to provide the services as required under this Agreement; or (ii) arising (or previously having arisen) derivatively out of any intentional act, negligence, medical or professional malpractice, or other act or omission of Agency or its LPC Interns, employees, or agents in connection with the provision of services or representatives or warranties hereunder including specifically the Facility's or its staff's or officer's failure to supervise or negligently providing supervision of any Agency LPC Intern. The Facility shall promptly notify Agency of any claim or action brought against the Facility in respect of which indemnity may be sought against the Facility setting forth the particulars of such claim or action and Agency will assume the defense thereof including the employment of counsel satisfactory to the Facility and the payment of all expenses. If the Facility is advised by independent counsel that there may be legal defenses available to it which are different from, or in addition to those available to Agency, Agency will not be entitled to assume the defense of the proceeding on behalf of the indemnified party, but Agency shall be responsible for the fees, costs and expenses of conducting such defense; provided Agency shall not be liable for the expenses of more than one separate counsel representing all indemnified parties. This Section shall survive the termination or discharge of this Agreement.

Facility cannot and will not under state law indemnify the agency, facility, university, faculty, agents, representatives, employees, officers or any other responsibilities arising out of these services under this agreement or MOU. The Agency shall promptly notify Facility of any claim or action brought against the Agency in respect of which indemnity may be sought against the Agency setting forth the particulars of such claim or action and Facility will assume the defense thereof including the employment of counsel satisfactory to the Agency and the payment of all expenses. If the Agency is advised by independent counsel that there may be legal defenses available to it which are different from, or in addition to those available to Facility, Facility will not be entitled to assume the defense of the proceeding on behalf of the indemnified party. This Section shall survive the termination or discharge of this Agreement.

17. **COMPLIANCE.** The parties enter into an Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid Anti-Fraud and Abuse Laws and the Texas Medical Practice Act and Health & Safety Code. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself und ether terms of this Agreement in a manner to constitute a violation of Medicare/Medicaid Anti-Fraud and Abuse Law or Texas Medical Practice Act and Health & Safety Code provisions. In the event that any federal or state court of federal or state agency of competent jurisdiction, or the legal counsel of either party in its reasonable opinion, determines that this Agreement or any material provision of this Agreement violates any federal or state law, rule or regulation, the parties shall negotiate in good faith to amend this Agreement or the relevant provision thereof to remedy such violation in a manner that will not be inconsistent with the intent of the parties or such provision. However, if the parties cannot reach an agreement on such amendment, then either party may terminate this Agreement in ten (10) calendar days prior to notice to the other party.

Agency acknowledges that it is not now and has not been excluded with the last five (5) years from any federal healthcare program, including Medicare, Medicaid, CHAMPUS, maternal and child health block grants, social service block grants other and state funded healthcare programs (a Program). Agency affirmatively agrees to immediately notify Facility if Agency is convicted, and/or excluded by a Program. This Agreement is subject to immediate termination by the Facility upon written notice should Agency be convicted, sanctioned or excluded by any Program during the term of this Agreement.

Agency will at all times comply with applicable state, local and federal laws, including, but not limited to, the "Stark" law (42 U.S.C. § 1395nn), the Anti-Fraud and Abuse Statute (42 U.S.C. § 1320a-7b(b)), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Texas Patient Non-Solicitation Law (Texas Occ. Code Ann. § 102.001) and this Agreement shall be construed in accord with applicable The Joint Commission standards.

18. HIPAA. The parties agree that:

The Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Privacy, Security and Breach Notification Regulations at 45 CFR §§ 160 and 164 (hereinafter collectively "HIPAA") and subject to 45 CFR Parts 1650 and 164 ("the HIPAA Administrative Simplification Regulations").

To the extent that Agency LPC Interns are participating in the Program and Agency faculty members are providing supervision at the Facility as part of the Program, such LPC Interns and faculty members shall:

a. Be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR § 160.103, but shall not be construed to be employees of the Facility;

b. Receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulations; and,

c. Not disclose any Protected Health Information, as that term is defined by 45 CFR § 160.103, to Agency which a LPC Intern accessed through Program participation, or a faculty member accessed through the provision of supervision at Facility, that has not first been de-identified as provided in 45 CFR § 164.514(a)

Agency will never access or request to access any Protected Health Information held or collected by or on behalf of Facility from a LPC Intern or faculty member who is acting as a part of Facility's workforce as set forth in paragraph (Q)(2)(a) of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR § 164.514(a). No services are being provided by School to Facility pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45CFR § 160.103.

a. the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996, of 1996 as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Privacy, Security and Breach Notification Regulations at 45 CFR §§ 160 and 164 (hereinafter collectively, "HIPAA") and subject to 45 CFR Parts 160 and 164 ("the HIPAA Administrative Simplification Regulations");

b. to the extent that Agency LPC Interns are participating in the Program [and Agency faculty members are providing supervision at the Facility as part of the Program], such LPC Interns [and faculty members] shall:

(1) be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Facility;

(2) receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulations; and

(3) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to Agency which a LPC Intern accessed through Program participation [or a faculty member accessed through the provision of supervision at the Facility] that has not first been de-identified as provided in 45 CFR §164.514(a);

c. Agency will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a LPC Intern [or faculty member] who is acting as a part of the Facility's workforce as set forth in paragraph 15.b. of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and

d. no services are being provided to the Facility by the Agency pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

19. **RESEARCH APPROVAL.** Agency understands and acknowledges that no research may be conducted by its Faculty and/or LPC Interns without prior approval by Facility's Research & Device Feasibility committee. Agency shall inform LPC Interns that they should contact the Facility's Research Institute to begin the approval process. All research conducted at Facility must be approved by an appropriate and applicable Institutional Review Board (IRB) prior to the commencement of the research. Agency also understands and acknowledges that LPC Interns may not have access to patient health information for research purposes unless the LPC Intern has received written patient authorization or if such authorization is not feasible, such research is compliant with 45 CFR § 164.512 of HIPAA.

20. **INSURANCE.** LPC Interns shall purchase and maintain during the duration of this Agreement and after this Agreement as provided below the following insurance coverage:

(a) Worker's Compensation or accidental disability and employers' liability coverage sufficient to cover Agency's legal and statutory obligations for damages due to bodily injuries either by accident or disease occurring to Agency's employees, agents, servants or professional staff as a result of this Agreement.

(b) General Liability covering the LPC Interns, agents, employees and servants for bodily injury, personal injury or property damage claims arising out of the premises, products or activities of Agency or its LPC Interns and employees with minimum limits of liability of **$1,000,000.00** per occurrence and **$3,000,000.00** annual aggregate, such policy shall name Facility as an additional insured relating to Agency's indemnity obligations under this Agreement. Such policy shall be written on an occurrence basis.

(c) Professional Liability covering the LPC Interns, agents, employees and servants for bodily and personal injury claims arising out of the activities conducted during the clinical experience at Facility or the rendering or failure to render care by professional staff, Agency or its LPC Interns, agents, employees and servants with minimum limits of liability of **$1,000,000.00** per occurrence and **$3,000,000.00** aggregate. In the event such coverage is through a "claims made" policy and is either cancelled, replaced or non-renewed, Agency shall obtain and maintain extended coverage ("tail") insurance covering occurrences during the effective period expiration or earlier termination of this Agreement. Such policy shall make Facility as an additional insured relating to Agency's indemnity obligation under this Agreement.

(d) All of such policies shall provide for a waiver of subrogation claims against Facility.

(e) LPC Interns shall provide Facility with current certificate of insurance or renewal of insurance for all policies required under Section II during the term of this Agreement so that Facility has evidence of required insurance being effective at all times.

21. **No compensation.** Facility will not be charged for any services performed by Agency LPC Interns in connection with the Program covered by the Agreement. Facility will not have any obligation to pay the salaries or expenses of any LPC Interns of Agency in connection with this Program. Under no circumstances shall any LPC Intern or personnel of Agency be considered an agent of Facility, but rather will be considered on Facility's premises for the purpose of teaching or acquiring clinical skills.

AGENCY: James F Whittenberg

By: James F Whittenberg, PhD, LPC-S
Signature
James F. Whittenberg, PhD, LPC-S
Printed Name
Owner and Supervising Clinical Therapist
Title
Heartfelt Minds Counseling & Consulting
Facility
james.whittenberg@yahoo.com
Email
(956) 434-4475
Phone

Date: 05-13-2020

FACILITY:

By: _____
Signature
Dr. René Gutiérrez, BISD Superintendent
Printed Name

_____
Signature
Minerva Peña, BISD Board President
Printed Name

_____
Signature
Dr. Prisci Roca-Tipton BISD Board Secretary
Printed Name

Date: _____

2019 MOU

Brownsville Independent School District

Agenda Category: General Function Contracts/MOU **Board of Education Meeting:** 11/06/19

Item Title: Heartfelt Minds Counseling & Consulting MOU and Brownsville Independent School District

X Action
___ Information
\- Discussion

BACKGROUND:

Heartfelt Minds Counseling & Consulting (HFMC) seeks to set out in writing the terms and respective responsibilities for the education and training of licensed professional counselor (LPC) interns pursuing counseling practicum/internship hours on BISD school campuses.

Licensed professional counselor interns mentored in this program shall have the written consent of the campus principal, the counselor mentor and LPC intern supervisor, Dr. James Whittenberg, to collaborate and execute the program roles and responsibilities as outlined in the affiliation agreement. The licensed professional counselor interns will obtain parental consent to perform supervised counseling of the BISD students during school hours.

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and Heartfelt Minds Counseling & Consulting to provide practicum/internship sites for licensed professional counselor interns on BISD school campuses for the 2019-2020 school year. No cost to the District.

Sara Garza
Submitted by: Principal/Program Adm.

Dr. Timothy E. Cuff/David Robledo
Recommended by: Asst. Supt./CFO

Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent
10/29/19

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

LPC INTERN SUPERVISED CLINICAL EXPERIENCE AFFILIATION AGREEMENT

THIS AGREEMENT, effective the ____ day of October, 2019, is between Dr. James F. Whittenberg, PhD, LPC-S, CSC, LCDC, ("Supervisor"), a Licensed Professional Counselor-Supervisor and owner of Heartfelt Minds Counseling & Consulting, ("Agency"), and Brownsville Independent School District ("Facility"), a public school district having its principal office at the city of Brownsville, in Cameron County, in the State of Texas.

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b. permit the authority responsible for accreditation of Agency's supervisory agreement to inspect the facilities, services, and other items provided by Facility for purposes of the clinical experience; and

c. appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:

(1) Facility shall submit to Agency the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least 30 days prior to the date the appointment is to become effective.

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(2) a minimum of two (2) years of pertinent professional experiences in the program area in which the LPC Intern is completing clinical internship

(3) knowledge of the program's expectations, requirements, and evaluation procedures for LPC Interns;

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f. provide the LPC Intern with adequate workspace and materials to conduct professional activities, and an appropriate system to place confidential records and materials;

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e. Keep a weekly log of time spent that will be reviewed and signed by the Agency supervisor.

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15. **INDEMNIFICATION.** To the extent authorized under the Constitution and laws of the State of Texas, Agency shall hold Facility harmless from liability resulting from Agency's acts or omissions within the terms of this Agreement; provided, however, Agency shall not hold Facility

harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring, or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to Agency's supervision or control. Agency agrees to defend, indemnify and hold Facility and its employees and officers and its affiliates harmless from any occurrence, liability, judgment, claim, award, cost of defense (including attorney fees and court costs) expense or other responsibility or cost of any nature whatsoever arising out of (i) the failure of Agency to provide the services as required under this Agreement; or (ii) arising (or previously having arisen) derivatively out of any intentional act, negligence, medical or professional malpractice, or other act or omission of Agency or its LPC Interns, employees, or agents in connection with the provision of services or representatives or warranties hereunder including specifically the Facility's or its staff's or officer's failure to supervise or negligently providing supervision of any Agency LPC Intern. The Facility shall promptly notify Agency of any claim or action brought against the Facility in respect of which indemnity may be sought against the Facility setting forth the particulars of such claim or action and Agency will assume the defense thereof including the employment of counsel satisfactory to the Facility and the payment of all expenses. If the Facility is advised by independent counsel that there may be legal defenses available to it which are different from, or in addition to those available to Agency, Agency will not be entitled to assume the defense of the proceeding on behalf of the indemnified party, but Agency shall be responsible for the fees, costs and expenses of conducting such defense; provided Agency shall not be liable for the expenses of more than one separate counsel representing all indemnified parties. This Section shall survive the termination or discharge of this Agreement.

Facility cannot and will not under state law indemnify the agency, facility, university, faculty, agents, representatives, employees, officers or any other responsibilities arising out of these services under this agreement or MOU. The Agency shall promptly notify Facility of any claim or action brought against the Agency in respect of which indemnity may be sought against the Agency setting forth the particulars of such claim or action and Facility will assume the defense thereof including the employment of counsel satisfactory to the Agency and the payment of all expenses. If the Agency is advised by independent counsel that there may be legal defenses available to it which are different from, or in addition to those available to Facility, Facility will not be entitled to assume the defense of the proceeding on behalf of the indemnified party. This Section shall survive the termination or discharge of this Agreement.

17. **COMPLIANCE.** The parties enter into an Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid Anti-Fraud and Abuse Laws and the Texas Medical Practice Act and Health & Safety Code. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself und ether terms of this Agreement in a manner to constitute a violation of Medicare/Medicaid Anti-Fraud and Abuse Law or Texas Medical Practice Act and Health & Safety Code provisions. In the event that any federal or state court of federal or state agency of competent jurisdiction, or the legal counsel of either party in its reasonable opinion, determines that this Agreement or any material provision of this Agreement violates any federal or state law, rule or regulation, the parties shall negotiate in good faith to amend this Agreement or the relevant provision thereof to remedy such violation in a manner that will not be inconsistent with the intent of the parties or such provision. However, if the parties cannot reach an agreement on such amendment, then either party may terminate this Agreement in ten (10) calendar days prior to notice to the other party.

Agency acknowledges that it is not now and has not been excluded with the last five (5) years from any federal healthcare program, including Medicare, Medicaid, CHAMPUS, maternal and child health block grants, social service block grants other and state funded healthcare programs (a Program). Agency affirmatively agrees to immediately notify Facility if Agency is convicted, and/or excluded by a Program. This Agreement is subject to immediate termination by the Facility upon written notice should Agency be convicted, sanctioned or excluded by any Program during the term of this Agreement.

Agency will at all times comply with applicable state, local and federal laws, including, but not limited to, the "Stark" law (42 U.S.C. § 1395nn), the Anti-Fraud and Abuse Statute (42 U.S.C. § 1320a-7b(b)), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Texas Patient Non-Solicitation Law (Texas Occ. Code Ann. § 102.001) and this Agreement shall be construed in accord with applicable The Joint Commission standards.

18. **HIPAA.** The parties agree that:

The Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Privacy, Security and Breach Notification Regulations at 45 CFR §§ 160 and 164 (hereinafter collectively "HIPAA") and subject to 45 CFR Parts 1650 and 164 ("the HIPAA Administrative Simplification Regulations").

To the extent that Agency LPC Interns are participating in the Program and Agency faculty members are providing supervision at the Facility as part of the Program, such LPC Interns and faculty members shall:

a. Be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR § 160.103, but shall not be construed to be employees of the Facility;

b. Receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulations; and,

c. Not disclose any Protected Health Information, as that term is defined by 45 CFR § 160.103, to Agency which a LPC Intern accessed through Program participation, or a faculty member accessed through the provision of supervision at Facility, that has not first been de-identified as provided in 45 CFR § 164.514(a)

Agency will never access or request to access any Protected Health Information held or collected by or on behalf of Facility from a LPC Intern or faculty member who is acting as a part of Facility's workforce as set forth in paragraph (Q)(2)(a) of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR § 164.514(a). No services are being provided by School to Facility pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45CFR § 160.103.

a. the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996, of 1996 as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act and the Privacy, Security and Breach Notification Regulations at 45 CFR §§ 160 and 164 (hereinafter collectively, "HIPAA") and subject to 45 CFR Parts 160 and 164 ("the HIPAA Administrative Simplification Regulations");

b. to the extent that Agency LPC Interns are participating in the Program [and Agency faculty members are providing supervision at the Facility as part of the Program], such LPC Interns [and faculty members] shall:

(1) be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Facility;

(2) receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the HIPAA Privacy Regulations; and

(3) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to Agency which a LPC Intern accessed through Program participation [or a faculty member accessed through the provision of supervision at the Facility] that has not first been de-identified as provided in 45 CFR §164.514(a);

c. Agency will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a LPC Intern [or faculty member] who is acting as a part of the Facility's workforce as set forth in paragraph 15.b. of this Agreement or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and

d. no services are being provided to the Facility by the Agency pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

19. **RESEARCH APPROVAL.** Agency understands and acknowledges that no research may be conducted by its Faculty and/or LPC Interns without prior approval by Facility's Research & Device Feasibility committee. Agency shall inform LPC Interns that they should contact the Facility's Research Institute to begin the approval process. All research conducted at Facility must be approved by an appropriate and applicable Institutional Review Board (IRB) prior to the commencement of the research. Agency also understands and acknowledges that LPC Interns may not have access to patient health information for research purposes unless the LPC Intern has received written patient authorization or if such authorization is not feasible, such research is compliant with 45 CFR § 164.512 of HIPAA.

20. **INSURANCE.** LPC Interns shall purchase and maintain during the duration of this Agreement and after this Agreement as provided below the following insurance coverage:

(a) Worker's Compensation or accidental disability and employers' liability coverage sufficient to cover Agency's legal and statutory obligations for damages due to bodily injuries either by accident or disease occurring to Agency's employees, agents, servants or professional staff as a result of this Agreement.

(b) General Liability covering the LPC Interns, agents, employees and servants for bodily injury, personal injury or property damage claims arising out of the premises, products or activities of Agency or its LPC Interns and employees with minimum limits of liability of **$1,000,000.00** per occurrence and **$3,000,000.00** annual aggregate, such policy shall name Facility as an additional insured relating to Agency's indemnity obligations under this Agreement. Such policy shall be written on an occurrence basis.

(c) Professional Liability covering the LPC Interns, agents, employees and servants for bodily and personal injury claims arising out of the activities conducted during the clinical experience at Facility or the rendering or failure to render care by professional staff, Agency or its LPC Interns, agents, employees and servants with minimum limits of liability of **$1,000,000.00** per occurrence and **$3,000,000.00** aggregate. In the event such coverage is through a "claims made" policy and is either cancelled, replaced or non-renewed, Agency shall obtain and maintain extended coverage ("tail") insurance covering occurrences during the effective period expiration or earlier termination of this Agreement. Such policy shall make Facility as an additional insured relating to Agency's indemnity obligation under this Agreement.

(d) All of such policies shall provide for a waiver of subrogation claims against Facility.

(e) LPC Interns shall provide Facility with current certificate of insurance or renewal of insurance for all policies required under Section II during the term of this Agreement so that Facility has evidence of required insurance being effective at all times.

21. **No compensation.** Facility will not be charged for any services performed by Agency LPC Interns in connection with the Program covered by the Agreement. Facility will not have any obligation to pay the salaries or expenses of any LPC Interns of Agency in connection with this Program. Under no circumstances shall any LPC Intern or personnel of Agency be considered an agent of Facility, but rather will be considered on Facility's premises for the purpose of teaching or acquiring clinical skills.

AGENCY:

By: James F Whittenberg, PhD, LPC-S
Signature
James F. Whittenberg, PhD, LPC-S
Printed Name
Owner and Supervising Clinical Therapist
Title
Heartfelt Minds Counseling & Consulting
Facility
james.whittenberg@yahoo.com
Email
(956) 434-4475
Phone

Date: _____

FACILITY:

By: Rene Gutierrez
Signature
Dr. René Gutiérrez
Printed Name
Superintendent
Title
Brownsville ISD
Facility
rene.gutierrez@bisd.us
Email
956-698-0014
Phone

Date: 11-12-19

Approved by: Minerva M. Peña — 11/11/19

Minerva Peña, Board President — Date

Attested by: [signature] — 11/11/19

Dr. Prisci Roca Tipton, Board Secretary — Date

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 10/06/20

Item Title: Licensed Professional Counselor Intern (B.M.) MOU and Brownsville Independent School District

X Action
Information
Discussion

BACKGROUND:

A Brownsville ISD school counselor seeks to set out in writing the terms and respective responsibilities for continuing education and training for access to indirect and direct contact internship hours conducted during respective work hours at the BISD assigned campus toward completion of a Texas license professional counselor (LPC) credential. The Brownsville ISD school counselor will be supervised by a state certified LPC intern supervisor and shall have the written consent of the campus principal who will collaborate with the interns to execute the roles and responsibilities as outlined in the affiliation agreement. The LPC intern will obtain parental consent to perform supervised school counseling during school hours.

BISD counselor LPC intern – LPC intern site/work location:
Beatriz Moreno – Morningside Elementary

Licensed Professional Counselor Supervisor – Benancio Gonzalez, M.Ed., Licensed Professional Counselor Supervisor

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and the licensed professional counselor intern (B.M.) to provide an internship site on a BISD school campus for the 2020-2021 school year. No cost to the District.

Sara M. Garza
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent 9/22/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Rosa Maria Guerrero

From: Sara Celis
Sent: Monday, September 21, 2020 3:20 PM
To: Rosa Maria Guerrero
Subject: FW: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
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From: Baltazar Salazar [mailto:balsalazar@sbcglobal.net]
Sent: Friday, September 11, 2020 11:31 AM
To: Sara Celis <scelis@bisd.us>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Re: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

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 all documents except the following:

UTRGV Americorps- Venue has to be changed to Brownsville, Cameron County, Texas, and
Texas Tropical Behavioral Health- Indemnity clause has to be omitted.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

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

On Thursday, September 10, 2020, 05:04:33 PM CDT, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

I am sending this request again to list all MOU's attached that are pending your review. Please disregard the previous email of attachments.

1. Behavioral Health Solutions
2. Buckner Children & Family Services
3. Heartfelt Minds
4. Licensed Professional Counselor Interns (Dawn Morales & Anabelle Torres)
5. Licensed Professional Counselor Interns (Mark Chapa, Natividad Leal, Maria Paredes Aragus, Ana Rodriguez Salainas)
6. Mesquite Treatment
7. Serving Children & Adults in Need (SCAN)
8. Tobacco Prevention
9. Tropical Texas

10. UTRGV AmeriCorps

11. Beatriz Moreno, LPC Intern MOU

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: Thursday, September 10, 2020 4:37 PM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

The attached are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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From: Sara Celis
Sent: Tuesday, September 08, 2020 8:01 AM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>

Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 3rd Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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From: Sara Celis
Sent: Thursday, September 03, 2020 11:03 AM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 2nd Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

The attached are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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From: Sara Celis
Sent: Wednesday, September 02, 2020 11:57 AM
To: balsalazar@sbcglobal.net
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

I apologize the previous email only included 10 MOU's instead of 11. All MOU's are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Rosa Maria Guerrero
Sent: Wednesday, September 02, 2020 11:54 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Sara Celis <scelis@bisd.us>
Subject: FW: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salinas/Sara:

I had previously attached only 10 items – I am attaching the 11th item titled **"Licensed Professional Counselor (D. Morales)."**

Thanks!

From: Rosa Maria Guerrero
Sent: Wednesday, September 2, 2020 9:37 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Dr. Timothy E. Cuff <tecuff@bisd.us>; Sara M. Garza <saragarza@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Good morning Mr. Salinas;

Please review/sign the attached Board Agenda Items regarding MOUs from Guidance & Counseling to be placed on the October 6, 2020 Board Agenda.

I will hand deliver the original documents to your office.

Thank you.

Rosa M. Guerrero

Administrative Assistant to Mr. Jimmy Haynes

Tel. 956-698-0825

BISD

Mr. Jimmy R. Haynes

Assistant Superintendent for Operations

jhaynes@bisd.us

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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.

MEMORANDUM OF UNDERSTANDING
BETWEEN Brownsville Independent School District
AND Beatriz Moreno LPC Intern, Benancio Gonzalez LPC Supervisor

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Brownsville Independent School District, whose address is 1900 Price Road Brownsville, Texas 78521 and **Beatriz Moreno LPC Intern, Benancio Gonzalez LPC-Supervisor**, whose address is 1675 Old Creek Ct Brownsville Texas 78521.

2. Purpose. The purpose of the MOU is to establish the terms and conditions under which the LPC-Intern (Beatriz Moreno-school counselor) will function and accrue hours toward obtaining an LPC license during the time she is servicing students while employed by BISD as a counselor at Morningside Elementary located at 1025 Morningside Road Brownsville Texas 78521.

3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies' respective counties or municipalities and shall remain in full force and effect for the 2020-2021 This MOU may be terminated, without cause, by either party upon one month written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. Responsibilities of Brownsville Independent School District.

A) To provide the intern with adequate workspace and materials to conduct professional activities; and appropriate system to place confidential records and materials.

5. Responsibilities of Beatriz Moreno LPC Intern, Benancio Gonzalez LPC Supervisor.

A) Maintain client confidentiality of all students' records created by the school counselor.
B) Obtain parental permission for students who are to be serviced. (Attachment A)
C) Create and conduct psycho-educational presentations that support and enhance the emotional well being of the students.
D) Provide conflict resolution techniques and developmental awareness through presentations.
E) Provide career guidance according to the developmental stages of the students.
F) Sustain Mental Health for individual students with family and teacher consulting and individual counseling to ensure the welfare of the students.

6. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Brownsville Independent School District
Rene Gutierrez BISD Superintendent

_____ _____
Signature Date

Minerva Peña BISD Board President

_____ _____
Signature Date

Dr. Prisci Roca-Tipton BISD Board Secretary

_____ _____
Signature Date

Beatriz Moreno LPC Intern License #78039

_____ 6/16/20
Signature Date

Benancio Gonzalez LPC Supervisor License #63944

_____ 6/16/20
Signature Date

G) Implement Crisis Intervention Plan created by BISD & enhance attendance improvement plan.
H) Provide Psycho-Educational Groups to support students struggling with attention disorders, behavior problems and low academic performance and grief management.

7. **General Provisions**

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Cameron County, Texas.

D. Entirety of Agreement. This MOU, consisting of five pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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TO BOTTOM OF PAGE

School Counseling Consent

Beatriz Moreno Licensed Professional Counselor Intern under the supervision of Benancio Gonzalez LPC Supervisor will counsel students and employ hours to complete clock hours towards LPC license. Ms. Moreno has a Master Ed in counseling seeking an LPC license. Students' sessions will NOT be recorded or vide taped. Certain sessions will be staffed with the supervisor to ensure the welfare of the students and to supervise treatment plans.

Your child_____

Will participate in this program.

Beatriz Moreno LPC Intern would like to work with your son/daughter a student at **Morningside Elementary**. Any counseling sessions in which your child is involved will take place on the school campus during school hours. Beatriz Moreno adheres to the highest standards regarding your rights to confidentiality, including those set for the American School Counselor Association, The Texas Education Code and the school district board policy.

None of the counseling sessions will be recorded or videotaped.

____ My child will participate in the counseling sessions.

____My child will **NOT** participate in the counseling sessions.

We hope that you will take the opportunity to have your child in counseling sessions. If you are interested in having your child participate please sign the form as indicated below.

Thank you for your cooperation,

_____ _____

Parent signature Date

_____ _____

School Counselor-LPC Intern signature Date

2014 MOU

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 11/06/19

Item Title: Licensed Professional Counselor Intern MOU and Brownsville Independent School District

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

BACKGROUND:

A Brownsville ISD school counselor seeks to set out in writing the terms and respective responsibilities for continuing education and training for access to indirect and direct contact internship hours conducted during respective work hours at the BISD assigned campus toward completion of a Texas license professional counselor (LPC) credential. The Brownsville ISD school counselor will be supervised by a state certified LPC intern supervisor and shall have the written consent of the campus principal who will collaborate with the interns to execute the roles and responsibilities as outlined in the affiliation agreement. The LPC interns will obtain parental consent to perform supervised school counseling during school hours.

BISD counselor LPC intern – LPC intern site/work location:
Beatriz Moreno – Morningside Elementary

Licensed Professional Counselor Supervisor – Benancio Gonzalez, M.Ed., Licensed Professional Counselor Supervisor

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and the licensed professional counselor intern (B.M.) to provide an internship site on a BISD school campus for the 2019-2020 and the 2020-2021 school years. No cost to the District.

Sara Garza
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent 10/30/19

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

732

When Necessary, Additional Background May Follow This.

MEMORANDUM OF UNDERSTANDING
BETWEEN Brownsville Independent School District
AND Beatriz Moreno LPC Intern, Benancio Gonzalez LPC Supervisor

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Brownsville Independent School District, whose address is 1900 Price Road Brownsville, Texas 78521 and **Beatriz Moreno LPC Intern, Benancio Gonzalez LPC-Supervisor**, whose address is 1675 Old Creek Ct Brownsville Texas 78521.

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the LPC-Intern (Beatriz Moreno-school counselor) will function and accrue hours toward obtaining an LPC license during the time she is servicing students while employed by BISD as a counselor at Morningside Elementary located at 1025 Morningside Road Brownsville Texas 78521.

3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for the 2019-2020 and the 2020-2021 This MOU may be terminated, without cause, by either party upon one month written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. Responsibilities of Brownsville Independent School District.
A) To provide the intern with adequate workspace and materials to conduct professional activities; and appropriate system to place confidential records and materials.

6. Responsibilities of Beatriz Moreno LPC Intern, Benancio Gonzalez LPC Supervisor.
A) Maintain client confidentiality of all students' records created by the school counselor.
B) Obtain parental permission for students who are to be serviced. (Attachment A)
C) Create and conduct psycho-educational presentations that support and enhance the emotional well being of the students.
D) Provide conflict resolution techniques and developmental awareness through presentations.
E) Provide career guidance according to the developmental stages of the students.

F) Sustain Mental Health for individual students with family and teacher consulting and individual counseling to ensure the welfare of the students.
G) Implement Crisis Intervention Plan created by BISD & enhance attendance improvement plan.
H) Provide Psycho-Educational Groups to support students struggling with attention disorders, behavior problems and low academic performance and grief management.

7. **General Provisions**

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Cameron County, Texas.

D. Entirety of Agreement. This MOU, consisting of five pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

INTENTIONALLY LEFT BLANK

TO BOTTOM OF PAGE

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Brownsville Independent School District

Rene Gutierrez — 11-12-19

René Gutiérrez — Date

BISD Superintendent

Beatriz Moreno LPC Intern

Signature — 10-10-19

Date

Benancio Gonzalez LPC Supervisor

Signature — 10-10-19

Date

Attachment

School Counseling Consent

Beatriz Moreno Licensed Professional Counselor Intern under the supervision of Benancio Gonzalez LPC Supervisor will counsel students and employ hours to complete clock hours towards LPC license. Ms. Moreno has a Master Ed in counseling seeking an LPC license. Students' sessions will NOT be recorded or vide taped. Certain sessions will be staffed with the supervisor to ensure the welfare of the students and to supervise treatment plans.
Your child_____
Will participate in this program.

Beatriz Moreno LPC Intern would like to work with your son/daughter a student at **Morningside Elementary**. Any counseling sessions in which your child is involved will take place on the school campus during school hours. Beatriz Moreno adheres to the highest standards regarding your rights to confidentiality, including those set for the American School Counselor Association, The Texas Education Code and the school district board policy.

None of the counseling sessions will be recorded or videotaped.

____ My child will participate in the counseling sessions.

____My child will **NOT** participate in the counseling sessions.

We hope that you will take the opportunity to have your child in counseling sessions. If you are interested in having your child participate please sign the form as indicated below.

Thank you for your cooperation,

_____ _____
Parent signature Date

_____ _____
School Counselor-LPC Intern signature Date

Approved by: Minerva M. Peña
Minerva Peña, Board President

11/11/19
Date

Attested by:
Dr. Prisci Roca Tipton, Board Secretary

11/11/19
Date

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 10/06/20

Item Title: Licensed Professional Counselor Intern MOU (DM and AT) Brownsville Independent School District

X Action
____ Information
____ Discussion

BACKGROUND:

Brownsville ISD school counselors seek to set out in writing the terms and respective responsibilities for continuing education and training for access to indirect and direct contact internship hours conducted during respective work hours at the BISD assigned campus toward completion of a Texas license professional counselor (LPC) credential. The Brownsville ISD school counselor will be supervised by a state certified LPC intern supervisor and shall have the written consent of the campus principal who will collaborate with the interns to execute the roles and responsibilities as outlined in the affiliation agreement. The LPC interns will obtain parental consent to perform supervised school counseling during school hours.

BISD counselor LPC intern – LPC intern site/work location:
Dawn Morales – Yturria Elementary
Anabelle Torres – Yturria Elementary
Licensed Professional Counselor Supervisor – Michelle Burkott, M.Ed., Licensed Professional Counselor Supervisor

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and the licensed professional counselor interns (D.M.) and (A.T.) to provide an internship site on a BISD school campus for the 2020-2021 school year. No cost to the District.

Sara M. Garza
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent 9/22/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Rosa Maria Guerrero

From: Sara Celis
Sent: Monday, September 21, 2020 3:20 PM
To: Rosa Maria Guerrero
Subject: FW: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
Go Green! Please do not print unless completely necessary.

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From: Baltazar Salazar [mailto:balsalazar@sbcglobal.net]
Sent: Friday, September 11, 2020 11:31 AM
To: Sara Celis <scelis@bisd.us>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Re: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

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 all documents except the following:

UTRGV Americorps- Venue has to be changed to Brownsville, Cameron County, Texas, and
Texas Tropical Behavioral Health- Indemnity clause has to be omitted.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

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

On Thursday, September 10, 2020, 05:04:33 PM CDT, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

I am sending this request again to list all MOU's attached that are pending your review. Please disregard the previous email of attachments.

1. Behavioral Health Solutions
2. Buckner Children & Family Services
3. Heartfelt Minds
4. Licensed Professional Counselor Interns (Dawn Morales & Anabelle Torres)
5. Licensed Professional Counselor Interns (Mark Chapa, Natividad Leal, Maria Paredes Aragus, Ana Rodriguez Salainas)
6. Mesquite Treatment
7. Serving Children & Adults in Need (SCAN)
8. Tobacco Prevention
9. Tropical Texas

10. UTRGV AmeriCorps

11. Beatriz Moreno, LPC Intern MOU

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: Thursday, September 10, 2020 4:37 PM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

The attached are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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From: Sara Celis
Sent: Tuesday, September 08, 2020 8:01 AM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>

Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 3rd Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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From: Sara Celis
Sent: Thursday, September 03, 2020 11:03 AM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 2nd Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

The attached are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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From: Sara Celis
Sent: Wednesday, September 02, 2020 11:57 AM
To: balsalazar@sbcglobal.net
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

I apologize the previous email only included 10 MOU's instead of 11. All MOU's are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Rosa Maria Guerrero
Sent: Wednesday, September 02, 2020 11:54 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Sara Celis <scelis@bisd.us>
Subject: FW: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salinas/Sara:

I had previously attached only 10 items – I am attaching the 11th item titled **"Licensed Professional Counselor (D. Morales)."**

Thanks!

From: Rosa Maria Guerrero
Sent: Wednesday, September 2, 2020 9:37 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Dr. Timothy E. Cuff <tecuff@bisd.us>; Sara M. Garza <saragarza@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Good morning Mr. Salinas;

Please review/sign the attached Board Agenda Items regarding MOUs from Guidance & Counseling to be placed on the October 6, 2020 Board Agenda.

I will hand deliver the original documents to your office.

Thank you.

Rosa M. Guerrero

Administrative Assistant to Mr. Jimmy Haynes

Tel. 956-698-0825

BISD

Mr. Jimmy R. Haynes

Assistant Superintendent for Operations

jhaynes@bisd.us

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

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

Memorandum of Understanding Between
Dawn L. Morales
and
The Brownsville Independent School District
1900 E. Price Road
Brownsville, TX 78521

Purpose
This Memorandum of Understanding (MOU) is to demonstrate transparency in the process of documentation of LPC Internship counseling hours and the role of the school counselor while employed at the Brownsville Independent School District (BISD).

Role of Professional Counselor Intern
As an LPC-Intern I acknowledge that I am employed as a school counselor. My role is to assist with improving student success by addressing issues pertaining to academic, behavioral, social, and emotional development. This process includes helping students to apply academic achievement strategies, to manage emotions, and to practice good interpersonal skills. Guidance lessons are provided targeting character education concepts which teach students to use effective problem-solving approaches and coping skills. Responsive services are provided as needed and may be preventative, remedial or crisis oriented in nature. Individual planning involves helping students to develop and address academic, career, personal and social goals. System support is given as the counselor consults and collaborates with administrators, teachers, and parents to identify and coordinate resources and activities on campus and in the community that indirectly benefit students. As both a School Counselor and an LPC-Intern, I abide by the ethical standards of the American School Counseling Association, the American Counseling Association, and the Texas State Board of Examiners of Professional Counselors Title 22 Texas Administrative Code, Chapter 681.
LPC Internship hours are satisfied in accordance with The Texas Model for Comprehensive School Counseling Programs as specified in the TEC §33.005 (Appendix B).

Responsibilities of a Licensed Professional Counselor Intern

It is the responsibility of the Licensed Professional Counselor Intern to:

a. Attend a minimum of four hours of monthly individual/triadic supervision with the Licensed Professional Counselor Supervisor at a secondary site and approved by the Texas State Board of Examiners of Professional Counselors outside of contract hours.
b. Maintain accurate and confidential records indicating time spent delivering direct and indirect counseling services with clients to be reviewed and signed by the Licensed Professional Counselor Supervisor.
c. Read and abide by the Ethical Standards of the American School Counselor Association and American Counselor Association.
d. Adhere to all administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Meet all requirements and regulations set forth by the Texas State Board of Examiners of Professional Counselors.
f. Keep current Professional Liability Insurance for Licensed Professional Counselor Interns.

Responsibilities of Licensed Professional Counselor Supervisor

It is the role and responsibility of the Licensed Professional Counselor Supervisor to adhere to the Texas Administrative Code Section 681.93 while providing supervision to the Licensed Professional Counselor Intern. The Licensed Professional Counselor Supervisor will:

a. Provide the Licensed Professional Counselor Intern with the Ethical Standards of the American Counselor Association and the American School Counselor Association and ensure that the Licensed Professional Counselor Intern abides by all ethical standards specified;
b. Provide the Licensed Professional Counselor with a time frame for the duration of the Licensed Professional Counselor Internship;
c. Certify that the License Professional Counselor Intern meets the requirements and abides by all of regulations set forth by the Texas State Board of Examiners of Professional Counselors;
d. Notify and assert that the Licensed Professional Counselor Intern must adhere to the administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Guarantees that the Licensed Professional Counselor Supervisor will be available for supervision, consultation, with the Licensed Professional Counselor Intern and shall be immediately contacted should any problem or change in relation to the site or Licensed Professional Counselor Internship occur.
f. Ensure that the Licensed Professional Counselor Intern is protected by Professional Liability Insurance for Licensed Professional Counselor Interns.

Records

For the purpose of documentation, records refer solely to the Supervision Log document provided by the Texas State Board of Examiners of Professional Counselors. The services provided to the students will be discussed with the LPC Supervisor during supervision hours. Students will be referred to by initials and grade level only for the purpose of understanding the child's emotional state and developing appropriate interventions. All discussion between LPC-intern and Supervisor will be kept confidential.

Duration

This MOU shall become effective upon signature by the authorized officials and will remain in effect for one calendar year.

Dawn L. Morales

Dawn L. Morales, M.Ed., C.S.C., Licensed Professional Counselor Intern under the supervision of Michelle, Burkott, M.Ed., C.S.C., Licensed Professional Counselor Supervisor

Dawn L Morales Date: June 4, 2020

Signature:

_____

Dr. Rene Gutierrez, Superintendent of The Brownsville Independent School District

_____ Date:

Signature:

_____

Minerva Pena, Brownsville Independent School District Board President

_____ Date:

Signature:

_____

Dr. Prisci Roca-Tipton, Brownsville Independent School District Board Secretary

_____ Date:

Signature:

Memorandum of Understanding Between
Anabelle Torres
and
The Brownsville Independent School District
1900 E. Price Road
Brownsville, TX 78521

Purpose
This Memorandum of Understanding (MOU) is to demonstrate transparency in the process of documentation of LPC Internship counseling hours and the role of the school counselor while employed at the Brownsville Independent School District (BISD).

Role of Professional Counselor Intern
As an LPC-Intern I acknowledge that I am employed as a school counselor. My role is to assist with improving student success by addressing issues pertaining to academic, behavioral, social, and emotional development. This process includes helping students to apply academic achievement strategies, to manage emotions, and to practice good interpersonal skills. Guidance lessons are provided targeting character education concepts which teach students to use effective problem-solving approaches and coping skills. Responsive services are provided as needed and may be preventative, remedial or crisis oriented in nature. Individual planning involves helping students to develop and address academic, career, personal and social goals. System support is given as the counselor consults and collaborates with administrators, teachers, and parents to identify and coordinate resources and activities on campus and in the community that indirectly benefit students. As both a School Counselor and an LPC-Intern, I abide by the ethical standards of the American School Counseling Association, the American Counseling Association, and the Texas State Board of Examiners of Professional Counselors Title 22 Texas Administrative Code, Chapter 681.
LPC Internship hours are satisfied in accordance with The Texas Model for Comprehensive School Counseling Programs as specified in the TEC §33.005 (Appendix B).

Responsibilities of a Licensed Professional Counselor Intern

It is the responsibility of the Licensed Professional Counselor Intern to:

a. Attend a minimum of four hours of monthly individual/triadic supervision with the Licensed Professional Counselor Supervisor at a secondary site and approved by the Texas State Board of Examiners of Professional Counselors outside of contract hours.
b. Maintain accurate and confidential records indicating time spent delivering direct and indirect counseling services with clients to be reviewed and signed by the Licensed Professional Counselor Supervisor.
c. Read and abide by the Ethical Standards of the American School Counselor Association and American Counselor Association.
d. Adhere to all administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Meet all requirements and regulations set forth by the Texas State Board of Examiners of Professional Counselors.
f. Keep current Professional Liability Insurance for Licensed Professional Counselor Interns.

Responsibilities of Licensed Professional Counselor Supervisor

It is the role and responsibility of the Licensed Professional Counselor Supervisor to adhere to the Texas Administrative Code Section 681.93 while providing supervision to the Licensed Professional Counselor Intern. The Licensed Professional Counselor Supervisor will:

a. Provide the Licensed Professional Counselor Intern with the Ethical Standards of the American Counselor Association and the American School Counselor Association and ensure that the Licensed Professional Counselor Intern abides by all ethical standards specified;
b. Provide the Licensed Professional Counselor with a time frame for the duration of the Licensed Professional Counselor Internship;
c. Certify that the License Professional Counselor Intern meets the requirements and abides by all of regulations set forth by the Texas State Board of Examiners of Professional Counselors;
d. Notify and assert that the Licensed Professional Counselor Intern must adhere to the administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Guarantees that the Licensed Professional Counselor Supervisor will be available for supervision, consultation, with the Licensed Professional Counselor Intern and shall be immediately contacted should any problem or change in relation to the site or Licensed Professional Counselor Internship occur.
f. Ensure that the Licensed Professional Counselor Intern is protected by Professional Liability Insurance for Licensed Professional Counselor Interns.

Records

For the purpose of documentation, records refer solely to the Supervision Log document provided by the Texas State Board of Examiners of Professional Counselors. The services provided to the students will be discussed with the LPC Supervisor during supervision hours. Students will be referred to by initials and grade level only for the purpose of understanding the child's emotional state and developing appropriate interventions. All discussion between LPC-intern and Supervisor will be kept confidential.

Duration

This MOU shall become effective upon signature by the authorized officials and will remain in effect for one calendar year.

Anabelle Torres

Anabelle Torres, M.Ed., C.S.C., Licensed Professional Counselor Intern under the supervision of Michelle, Burkott, M.Ed., C.S.C., Licensed Professional Counselor Supervisor

Anabelle Torres Date: 06/03/20

Signature:

_____

Dr. Rene Gutierrez, Superintendent of The Brownsville Independent School District

_____ Date:

Signature:

_____

Minerva Pena, Brownsville Independent School District Board President

_____ Date:

Signature:

_____

Dr. Prisci Roca-Tipton, Brownsville Independent School District Board Secretary

_____ Date:

Signature:

2019 MOU

Brownsville Independent School District

Agenda Category: General Function — Contracts/MOU **Board of Education Meeting:** 11/06/19

Item Title: Licensed Professional Counselor Intern MOU and Brownsville Independent School District

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

BACKGROUND:

Brownsville ISD school counselors seek to set out in writing the terms and respective responsibilities for continuing education and training for access to indirect and direct contact internship hours conducted during respective work hours at the BISD assigned campus toward completion of a Texas license professional counselor (LPC) credential. The Brownsville ISD school counselor will be supervised by a state certified LPC intern supervisor and shall have the written consent of the campus principal who will collaborate with the interns to execute the roles and responsibilities as outlined in the affiliation agreement. The LPC interns will obtain parental consent to perform supervised school counseling during school hours.

BISD counselor LPC intern – LPC intern site/work location:

Dawn Morales – Yturria Elementary

Anabelle Torres – Yturria Elementary

Licensed Professional Counselor Supervisor – Michelle Burkott, M.Ed., Licensed Professional Counselor Supervisor

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and the licensed professional counselor interns (D.M.) and (A.T.) to provide an internship site on a BISD school campus for the 2019-2020 school year. No cost to the District.

Sara Garza
Submitted by: Principal/Program Adm.

Dr. Timothy E. Cuff /David Robledo
Recommended by: Asst. Supt./CFO

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent 10/29/19

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Memorandum of Understanding Between
Dawn L. Morales
and
The Brownsville Independent School District
1900 E. Price Road
Brownsville, TX 78521

Purpose
This Memorandum of Understanding (MOU) is to demonstrate transparency in the process of documentation of LPC Internship counseling hours and the role of the school counselor while employed at the Brownsville Independent School District (BISD).

Role of Professional Counselor Intern
As an LPC-Intern I acknowledge that I am employed as a school counselor. My role is to assist with improving student success by addressing issues pertaining to academic, behavioral, social, and emotional development. This process includes helping students to apply academic achievement strategies, to manage emotions, and to practice good interpersonal skills. Guidance lessons are provided targeting character education concepts which teach students to use effective problem-solving approaches and coping skills. Responsive services are provided as needed and may be preventative, remedial or crisis oriented in nature. Individual planning involves helping students to develop and address academic, career, personal and social goals. System support is given as the counselor consults and collaborates with administrators, teachers, and parents to identify and coordinate resources and activities on campus and in the community that indirectly benefit students. As both a School Counselor and an LPC-Intern, I abide by the ethical standards of the American School Counseling Association, the American Counseling Association, and the Texas State Board of Examiners of Professional Counselors Title 22 Texas Administrative Code, Chapter 681.
LPC Internship hours are satisfied in accordance with The Texas Model for Comprehensive School Counseling Programs as specified in the TEC §33.005 (Appendix B).

Responsibilities of a Licensed Professional Counselor Intern

It is the responsibility of the Licensed Professional Counselor Intern to:

a. Attend a minimum of four hours of monthly individual/triadic supervision with the Licensed Professional Counselor Supervisor at a secondary site and approved by the Texas State Board of Examiners of Professional Counselors outside of contract hours.
b. Maintain accurate and confidential records indicating time spent delivering direct and indirect counseling services with clients to be reviewed and signed by the Licensed Professional Counselor Supervisor.
c. Read and abide by the Ethical Standards of the American School Counselor Association and American Counselor Association.
d. Adhere to all administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Meet all requirements and regulations set forth by the Texas State Board of Examiners of Professional Counselors.
f. Keep current Professional Liability Insurance for Licensed Professional Counselor Interns.

Responsibilities of Licensed Professional Counselor Supervisor

It is the role and responsibility of the Licensed Professional Counselor Supervisor to adhere to the Texas Administrative Code Section 681.93 while providing supervision to the Licensed Professional Counselor Intern. The Licensed Professional Counselor Supervisor will:

a. Provide the Licensed Professional Counselor Intern with the Ethical Standards of the American Counselor Association and the American School Counselor Association and ensure that the Licensed Professional Counselor Intern abides by all ethical standards specified;
b. Provide the Licensed Professional Counselor with a time frame for the duration of the Licensed Professional Counselor Internship;
c. Certify that the License Professional Counselor Intern meets the requirements and abides by all of regulations set forth by the Texas State Board of Examiners of Professional Counselors;
d. Notify and assert that the Licensed Professional Counselor Intern must adhere to the administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Guarantees that the Licensed Professional Counselor Supervisor will be available for supervision, consultation, with the Licensed Professional Counselor Intern and shall be immediately contacted should any problem or change in relation to the site or Licensed Professional Counselor Internship occur.
f. Ensure that the Licensed Professional Counselor Intern is protected by Professional Liability Insurance for Licensed Professional Counselor Interns.

Records

For the purpose of documentation, records refer solely to the Supervision Log document provided by the Texas State Board of Examiners of Professional Counselors. The services provided to the students will be discussed with the LPC Supervisor during supervision hours. Students will be referred to by initials and grade level only for the purpose of understanding the child's emotional state and developing appropriate interventions. All discussion between LPC-intern and Supervisor will be kept confidential.

Duration

This MOU shall become effective upon signature by the authorized officials and will remain in effect for one calendar year.

Dawn L. Morales

Dawn L. Morales, M.Ed., C.S.C., Licensed Professional Counselor Intern under the supervision of Michelle Burkott, M.Ed., C.S.C., Licensed Professional Counselor Supervisor

Dawn L Morales Date: 10/11/2019

Signature:

Rene Gutierrez

Dr. Rene Gutierrez, Superintendent of The Brownsville Independent School District

11-12-19 Date:

Signature:

Memorandum of Understanding Between
Anabelle Torres
and
The Brownsville Independent School District
1900 E. Price Road
Brownsville, TX 78521

Purpose
This Memorandum of Understanding (MOU) is to demonstrate transparency in the process of documentation of LPC Internship counseling hours and the role of the school counselor while employed at the Brownsville Independent School District (BISD).

Role of Professional Counselor Intern
As an LPC-Intern I acknowledge that I am employed as a school counselor. My role is to assist with improving student success by addressing issues pertaining to academic, behavioral, social, and emotional development. This process includes helping students to apply academic achievement strategies, to manage emotions, and to practice good interpersonal skills. Guidance lessons are provided targeting character education concepts which teach students to use effective problem-solving approaches and coping skills. Responsive services are provided as needed and may be preventative, remedial or crisis oriented in nature. Individual planning involves helping students to develop and address academic, career, personal and social goals. System support is given as the counselor consults and collaborates with administrators, teachers, and parents to identify and coordinate resources and activities on campus and in the community that indirectly benefit students. As both a School Counselor and an LPC-Intern, I abide by the ethical standards of the American School Counseling Association, the American Counseling Association, and the Texas State Board of Examiners of Professional Counselors Title 22 Texas Administrative Code, Chapter 681.
LPC Internship hours are satisfied in accordance with The Texas Model for Comprehensive School Counseling Programs as specified in the TEC §33.005 (Appendix B).

Responsibilities of a Licensed Professional Counselor Intern

It is the responsibility of the Licensed Professional Counselor Intern to:

a. Attend a minimum of four hours of monthly individual/triadic supervision with the Licensed Professional Counselor Supervisor at a secondary site and approved by the Texas State Board of Examiners of Professional Counselors outside of contract hours.
b. Maintain accurate and confidential records indicating time spent delivering direct and indirect counseling services with clients to be reviewed and signed by the Licensed Professional Counselor Supervisor.
c. Read and abide by the Ethical Standards of the American School Counselor Association and American Counselor Association.
d. Adhere to all administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Meet all requirements and regulations set forth by the Texas State Board of Examiners of Professional Counselors.
f. Keep current Professional Liability Insurance for Licensed Professional Counselor Interns.

Responsibilities of Licensed Professional Counselor Supervisor

It is the role and responsibility of the Licensed Professional Counselor Supervisor to adhere to the Texas Administrative Code Section 681.93 while providing supervision to the Licensed Professional Counselor Intern. The Licensed Professional Counselor Supervisor will:

a. Provide the Licensed Professional Counselor Intern with the Ethical Standards of the American Counselor Association and the American School Counselor Association and ensure that the Licensed Professional Counselor Intern abides by all ethical standards specified;
b. Provide the Licensed Professional Counselor with a time frame for the duration of the Licensed Professional Counselor Internship;
c. Certify that the License Professional Counselor Intern meets the requirements and abides by all of regulations set forth by the Texas State Board of Examiners of Professional Counselors;
d. Notify and assert that the Licensed Professional Counselor Intern must adhere to the administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Guarantees that the Licensed Professional Counselor Supervisor will be available for supervision, consultation, with the Licensed Professional Counselor Intern and shall be immediately contacted should any problem or change in relation to the site or Licensed Professional Counselor Internship occur.
f. Ensure that the Licensed Professional Counselor Intern is protected by Professional Liability Insurance for Licensed Professional Counselor Interns.

Records

For the purpose of documentation, records refer solely to the Supervision Log document provided by the Texas State Board of Examiners of Professional Counselors. The services provided to the students will be discussed with the LPC Supervisor during supervision hours. Students will be referred to by initials and grade level only for the purpose of understanding the child's emotional state and developing appropriate interventions. All discussion between LPC-intern and Supervisor will be kept confidential.

Duration

This MOU shall become effective upon signature by the authorized officials and will remain in effect for one calendar year.

Anabelle Torres

Anabelle Torres, M.Ed., C.S.C., Licensed Professional Counselor Intern under the supervision of Michelle Burkott, M.Ed. C.S.C., Licensed Professional Counselor Supervisor

Anabelle Torres Date: 10/11/2019

Signature:

Rene Gutierrez

Dr. Rene Gutierrez, Superintendent of The Brownsville Independent School District

11-12-19 Date:

Signature:

Approved by: Minerva M. Peña 11/11/19

Minerva Peña, Board President — Date

Attested by: Prisci Roca Tipton 11/11/19

Dr. Prisci Roca Tipton, Board Secretary — Date

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 10/06/20

Item Title: Licensed Professional Counselor Interns (MC,NL, MPA and ARS) MOU and Brownsville ISD

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

BACKGROUND:
A Licensed Professional Counselor intern seeks to set out in writing the terms and respective responsibilities for continuing education and training toward completion of indirect and direct contact internship hours conducted during respective work hours at the BISD assigned campus toward completion of a Texas license professional counselor credential. The Brownsville Independent School District school counselor seeking this credential will be supervised by a state certified LPC intern supervisor and shall have the written consent of the respective campus principal who will collaborate with the intern to execute the program roles and responsibilities as outlined in the affiliation agreement form. The licensed professional counselor intern will obtain parental consent to perform supervised counseling of the BISD students during school hours.

BISD counselor LPC intern – LPC intern site/work location:
Mark Chapa – Brownsville Learning Academy, Natividad Leal – Canales Elementary,
Maria Elizabeth Paredes Aragus – Pullam Elementary and Ana L. Rodriguez-Salinas – Putegnat Elementary

Licensed Professional Counselor Supervisor – Michelle del Castillo Davis, M.Ed., C.S.C, LPC Supervisor

FISCAL IMPLICATIONS:
No cost to the District

RECOMMENDATION:
Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and the Licensed Professional Counselor Interns (MC, NL, MPA, and ARS) to provide an internship site on a BISD school campus for the 2020-2021 school year. No cost to the District.

Sara M. Garza
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent 9/22/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Rosa Maria Guerrero

From: Sara Celis
Sent: Monday, September 21, 2020 3:20 PM
To: Rosa Maria Guerrero
Subject: FW: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
Go Green! Please do not print unless completely necessary.

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

From: Baltazar Salazar [mailto:balsalazar@sbcglobal.net]
Sent: Friday, September 11, 2020 11:31 AM
To: Sara Celis <scelis@bisd.us>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Re: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

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 all documents except the following:

UTRGV Americorps- Venue has to be changed to Brownsville, Cameron County, Texas, and
Texas Tropical Behavioral Health- Indemnity clause has to be omitted.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

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

On Thursday, September 10, 2020, 05:04:33 PM CDT, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

I am sending this request again to list all MOU's attached that are pending your review. Please disregard the previous email of attachments.

1. Behavioral Health Solutions
2. Buckner Children & Family Services
3. Heartfelt Minds
4. Licensed Professional Counselor Interns (Dawn Morales & Anabelle Torres)
5. Licensed Professional Counselor Interns (Mark Chapa, Natividad Leal, Maria Paredes Aragus, Ana Rodriguez Salainas)
6. Mesquite Treatment
7. Serving Children & Adults in Need (SCAN)
8. Tobacco Prevention
9. Tropical Texas

10. UTRGV AmeriCorps

11. Beatriz Moreno, LPC Intern MOU

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Sara Celis
Sent: Thursday, September 10, 2020 4:37 PM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

The attached are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Sara Celis
Sent: Tuesday, September 08, 2020 8:01 AM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>

765

Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 3rd Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Sara Celis
Sent: Thursday, September 03, 2020 11:03 AM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 2nd Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

The attached are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Sara Celis
Sent: Wednesday, September 02, 2020 11:57 AM
To: balsalazar@sbcglobal.net
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

I apologize the previous email only included 10 MOU's instead of 11. All MOU's are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Rosa Maria Guerrero
Sent: Wednesday, September 02, 2020 11:54 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Sara Celis <scelis@bisd.us>
Subject: FW: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salinas/Sara:

I had previously attached only 10 items – I am attaching the 11th item titled "**Licensed Professional Counselor (D. Morales).**"

Thanks!

From: Rosa Maria Guerrero
Sent: Wednesday, September 2, 2020 9:37 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Dr. Timothy E. Cuff <tecuff@bisd.us>; Sara M. Garza <saragarza@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Good morning Mr. Salinas;

Please review/sign the attached Board Agenda Items regarding MOUs from Guidance & Counseling to be placed on the October 6, 2020 Board Agenda.

I will hand deliver the original documents to your office.

Thank you.

Rosa M. Guerrero

Administrative Assistant to Mr. Jimmy Haynes

Tel. 956-698-0825

BISD

Mr. Jimmy R. Haynes

Assistant Superintendent for Operations

jhaynes@bisd.us

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

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

Memorandum of Understanding Between
Mark Anthony Chapa
and
The Brownsville Independent School District
1900 E. Price Road
Brownsville, TX 78521

Purpose
This Memorandum of Understanding (MOU) is to demonstrate transparency in the process of documentation of LPC Internship counseling hours and the role of the school counselor while employed at the Brownsville Independent School District (BISD).

Role of Professional Counselor Intern
As an LPC-Intern I acknowledge that I am employed as a school counselor. My role is to assist with improving student success by addressing issues pertaining to academic, behavioral, social, and emotional development. This process includes helping students to apply academic achievement strategies, to manage emotions, and to practice good interpersonal skills. Guidance lessons are provided targeting character education concepts which teach students to use effective problem-solving approaches and coping skills. Responsive services are provided as needed and may be preventative, remedial or crisis oriented in nature. Individual planning involves helping students to develop and address academic, career, personal and social goals. System support is given as the counselor consults and collaborates with administrators, teachers, and parents to identify and coordinate resources and activities on campus and in the community that indirectly benefit students. As both a School Counselor and an LPC-Intern, I abide by the ethical standards of the American School Counseling Association, the American Counseling Association, and the Texas State Board of Examiners of Professional Counselors Title 22 Texas Administrative Code, Chapter 681.
LPC Internship hours are satisfied in accordance with The Texas Model for Comprehensive School Counseling Programs as specified in the TEC §33.005 (Appendix B).

Responsibilities of a Licensed Professional Counselor Intern

It is the responsibility of the Licensed Professional Counselor Intern to:

a. Attend a minimum of four hours of monthly individual/triadic supervision with the Licensed Professional Counselor Supervisor at a secondary site and approved by the Texas State Board of Examiners of Professional Counselors outside of contract hours.
b. Maintain accurate and confidential records indicating time spent delivering direct and indirect counseling services with clients to be reviewed and signed by the Licensed Professional Counselor Supervisor.
c. Read and abide by the Ethical Standards of the American School Counselor Association and American Counselor Association.
d. Adhere to all administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Meet all requirements and regulations set forth by the Texas State Board of Examiners of Professional Counselors.
f. Keep current Professional Liability Insurance for Licensed Professional Counselor Interns.

Responsibilities of Licensed Professional Counselor Supervisor

It is the role and responsibility of the Licensed Professional Counselor Supervisor to adhere to the Texas Administrative Code Section 681.93 while providing supervision to the Licensed Professional Counselor Intern. The Licensed Professional Counselor Supervisor will:

a. Provide the Licensed Professional Counselor Intern with the Ethical Standards of the American Counselor Association and the American School Counselor Association and ensure that the Licensed Professional Counselor Intern abides by all ethical standards specified;
b. Provide the Licensed Professional Counselor with a time frame for the duration of the Licensed Professional Counselor Internship;
c. Certify that the License Professional Counselor Intern meets the requirements and abides by all of regulations set forth by the Texas State Board of Examiners of Professional Counselors;
d. Notify and assert that the Licensed Professional Counselor Intern must adhere to the administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Guarantees that the Licensed Professional Counselor Supervisor will be available for supervision, consultation, with the Licensed Professional Counselor Intern and shall be immediately contacted should any problem or change in relation to the site or Licensed Professional Counselor Internship occur.
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Duration

This MOU shall become effective upon signature by the authorized officials and will remain in effect for one calendar year.

Mark Anthony Chapa, M.Ed., C.S.C., LPC-Intern supervised by Michelle Del Castillo Davis, LPC-Supervisor

6/18/2020

Signature/Date

BISD Superintendent, Dr. Rene Gutierrez/Date

BISD Board President, Minerva Peña/Date

BISD Board Secretary, Dr. Prisci Roca-Tipton/Date

COUNSELING SITE AGREEMENT FORM
POST GRADUATE PROFESSIONAL LICENSURE DESIGNATION
LICENSED PROFESSIONAL COUNSELOR (LPC)

Role of Professional Counselor Intern

As an LPC-Intern I acknowledge that I am employed as a school counselor. My role is to assist with improving student success by addressing issues pertaining to academic, behavioral, social, and emotional development. This process includes helping students to apply academic achievement strategies, to manage emotions, and to practice good interpersonal skills. Guidance lessons are provided targeting character education concepts which teach students to use effective problem-solving approaches and coping skills. Responsive services are provided as needed and may be preventative, remedial or crisis oriented in nature. Individual planning involves helping students to develop and address academic, career, personal and social goals. System support is given as the counselor consults and collaborates with administrators, teachers, and parents to identify and coordinate resources and activities on campus and in the community that indirectly benefit students.

As both a School Counselor and an LPC-Intern, I abide by the ethical standards of the American School Counseling Association, the American Counseling Association, and the Texas State Board of Examiners of Professional Counselors Title 22 Texas Administrative Code, Chapter 681.

LPC Internship hours are satisfied in accordance with The Texas Model for Comprehensive School Counseling Programs as specified in the TEC §33.005 (Appendix B).

A licensed professional counselor holds at least a master's degree in counseling or a counseling-related field, and must have complete 3,000 hours of supervised experience in the field of professional counseling.

Campus: Brownsville Learning Academy
Address 1800 Cummings Place, Brownsville , TX 78520
Phone Number 956-698-2456

LPC Intern	Date 6/3/2020
LPC Supervisor	Date 6-3-2020
Campus Principal	Date 6/3/2020

Memorandum of Understanding Between
Natividad C. Leal
and
The Brownsville Independent School District
1900 E. Price Road
Brownsville, TX 78521

Purpose
This Memorandum of Understanding (MOU) is to demonstrate transparency in the process of documentation of LPC Internship counseling hours and the role of the school counselor while employed at the Brownsville Independent School District (BISD).

Role of Professional Counselor Intern
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Duration

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Natividad C. Leal

Natividad C. Leal M.Ed., C.S.C., LPC Intern supervised by Michelle Del Castillo Davis, LPC-Supervisor

Signature/Date

BISD Superintendent, Dr. Rene Gutierrez/Date

BISD Board President, Minerva Peña/Date

BISD Board Secretary, Dr. Prisci Roca-Tipton/Date

COUNSELING SITE AGREEMENT FORM
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A licensed professional counselor holds at least a master's degree in counseling or a counseling-related field, and also must has complete 3,000 hours of supervised experience in the field of professional counseling.

Campus J. T. Canales Elementary
Address 1811 International Blvd.
Phone Number 956-698-0453

LPC Intern	6-2-20 Date
LPC Supervisor LPC-S	6-2-20 Date
Campus Principal	6/2/2020 Date

Memorandum of Understanding Between
Maria Elizabeth Paredes-Aragus
and
The Brownsville Independent School District
1900 E. Price Road
Brownsville, TX 78521

Purpose
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Duration

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Maria Elizabeth Paredes-Aragus, M.Ed., C.S.C., LPC-Intern supervised by Michelle Del Castillo Davis, LPC-Supervisor

Elizabeth Paredes-A.

Signature/Date

BISD Superintendent, Dr. Rene Gutierrez/Date

BISD Board President, Minerva Peña/Date

BISD Board Secretary, Dr. Prisci Roca-Tipton/Date

COUNSELING SITE AGREEMENT FORM
POST GRADUATE PROFESSIONAL LICENSURE DESIGNATION
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Campus Mittie A. Pullam Elementary
Address 3200 Madrid Ave./Brownsville, TX
Phone Number (956)547-3700

Maria Elizabeth Paredes-Aragus Elizabeth Paredes-A. 6/1/2020
LPC Intern Date

LPC-S 6-1-20
LPC Supervisor Date

06/01/2020
Campus Principal Date

Ana L. Rodriguez-Salinas

Contents in folder

- Memorandum of Understanding
    - Pending board approval
- Site Agreement
    - Principal/LPC-Supervisor/LPC-Intern
- Notification Letter
    - Will be given to parents of the student/s that I will be documenting/discussing with LPC-Supervisor
- Letter of Consent
    - Will be given to parents of the student/s that I will be documenting/discussing with LPC-Supervisor
- State Board Sample Log
    - Documentation of hours will be on this log and will be turned in to the state
    - Information in this document is limited and does not breach confidentiality of the student

Memorandum of Understanding Between
Ana L. Rodriguez-Salinas
and
The Brownsville Independent School District
1900 E. Price Road
Brownsville, TX 78521

Purpose
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Duration

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Ana L. Rodriguez-Salinas

Ana L. Rodriguez-Salinas, M.Ed., C.S.C., LPC-Intern supervised by Michelle Del Castillo Davis, LPC-Supervisor

6/2/20

Signature/Date

BISD Superintendent, Dr. Rene Gutierrez/Date

BISD Board President, Minerva Peña/Date

BISD Board Secretary, Dr. Prisci Roca-Tipton/Date

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Campus Putegnat Elementary
Address 730 E. 8th St.
Phone Number (956) 548-8930

Ana L. Rodriguez-Salinas — 6/2/20
LPC Intern — Date

M. de Jesus [illegible], LPC-S — 6-2-20
LPC Supervisor — Date

Dr. Adee [illegible] — 6-2-20
Campus Principal — Date

Your elementary counselor can help...

- You understand yourself and others.
- When you need someone to listen.
- With family changes.
- When you are faced with personal and difficult situations.
- With career development and healthy decision-making.
- When you are stressed out!

Confidentiality

All information shared during counseling sessions are confidential unless you say that

(1) you are planning to harm yourself or others

or

(2) you are the victim of abuse or neglect.

In these situations, we are required by law to report this information to parents and/or the appropriate agencies.

784

Brownsville I. S. D.

Meet the Counselor

Ana L. Rodriguez-Salinas has been serving the Brownsville Independent School District students for 20 years. Mrs. Salinas graduated from the University of Texas at Brownsville with a Masters Degree in Guidance and Counseling in 2008. She is currently pursuing her licensure from the State of Texas as a Professional Counselor and is completing her internship under the supervision of Michelle Del Castillo Davis, LPC-Supervisor, at Putegnat Elementary. Mrs. Salinas enjoys working with all the school children and guiding them to success as she prides herself in being an integral part of a team of educators that have the best interest of the child in mind.

Putegnat Elementary School
730 E. 8th St.
Brownsville, TX 78521

Guidance & Counseling

Mrs. A. Salinas
School Counselor
anlrodriguez@bisd.us

956-698-0484
Room # P-2

Mission Statement

Advocate for the overall development of the child which includes the academic, social and career aspects of our program to promote a collaborative relationship with parents, students, community and faculty.

. . . . . .

ACADEMIC DEVELOPMENT

GOAL: Students will acquire the academic preparation essential to chose from a variety of educational, training, and employment options upon completion of secondary school.

CAREER DEVELOPMENT

GOAL: Students will investigate the world of work in order to make informed career decisions.

PERSONAL/SOCIAL DEVELOPMENT

GOAL: Students will acquire an understanding of, and respect for, self and others, and the skills to be responsible citizens.

Counselor meets with students to:

- **Listen**
- **Problem-solve issues of concern**
- **Provide support when dealing with personal problems**
- **Create a plan for academic success**
- **Explore career awareness**

Counselor meets with parents/ guardians to:

- **Provide support for parents seeking help**
- **Provide information regarding available community resources**
- **Share information about their child within the boundaries of the counselor's professional ethics**
- **Review student academic performance**

Counselor consults with staff and other professionals to:

- **Help identify and assist students with academic difficulties**
- **Assist staff in teaching curriculum dealing with the Comprehensive School Counseling Program**
- **Make referrals to community agencies when necessary**

Common Concerns Dealt with in a School Counselor's Office

"I'm having trouble with an adult."

"I just need to talk to someone."

"My best friend is mad at me and I don't know what to do"

"My homework isn't done because of something that happened at home."

"Something happened to me and I need to tell someone."

"One of my parents left last night and I don't feel very good."

"I don't have anyone to play with."

Counselor may meet with students about...

Behavior issues

Problems with grades

Missing too many school days

Promotion/Retention

Healthy peer relationships

Helping with transitions

A.S. Putegnat Elementary
Counseling Department

Date: _____ Student's Name: _____

Teacher: _____ Grade:_____

Dear Parent(s):

Since children experience a variety of concerns at different ages, our school district offers counseling services to all children in grades Prekindergarten through 12. In addition to guidance classroom presentations, some students are referred to the counselor for individual and/or group counseling. The purpose of individual/group counseling is to assist the children to make maximum use of their educational experience. Our counseling program includes topics such as: Understanding Yourself; Appropriate/Inappropriate Behavior; Being Responsible; Goal Setting; Decision-Making; Self-Discipline; Understanding the Need for Rules; Social Skills; Relaxation/Stress; Handling Feelings; and losses.

Every effort is made to schedule counseling times so that the students do not miss valuable instructional time in the classroom. These sessions will take place during a 4-6 week period. In some instances, a referral to an outside agency may be necessary.

If you would like for your child to participate in the individual/group counseling program, please sign below and return this letter to the counselor. Please feel free to call my office if there are any questions.

Mrs. Ana L. Rodriguez-Salinas

Putegnat Elementary School Counselor, M.Ed., C.S.C., LPC-Intern supervised by Michelle Del Castillo-Davis, LPC-Supervisor

Parent's Signature: _____

Home Phone Number: _____

Work Phone or cell phone #: _____

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

A.S. Putegnat Elementary
Departamento de Consejería

Fecha:_____ Nombre del Estudiante: _____

Maestro/a: _____ Grado: _____

Estimados Padres:
Como algunos niños experimentan varias preocupaciones a distintas edades, nuestro distrito escolar ofrece servicios de consejería a todos los estudiantes de PK a grado 12. Adicional a las presentaciones en los salones, algunos estudiantes se les recomienda que visiten a la consejera para sesiones individuales o de grupo pequeño. El propósito de las sesiones individuales o de grupo pequeño es el de ayudar a los estudiantes a que tengan éxito en su experiencia educativa. Nuestro programa de consejería incluye temas como: Entendiéndote a ti mismo; Conducta apropiada/inapropiada; Ser responsable; Estableciendo metas; Toma de decisiones; Autodisciplina; Entendiendo la necesidad de tener reglas; Comportamiento social; Relajación/estrés y Manejo de los sentimientos y pérdidas.

Se hace el mejor esfuerzo para programar las sesiones de consejería en horas en que los estudiantes no pierden valioso tiempo de instrucción en su salón de clases. Estas sesiones se llevarán a cabo durante un período de 4 a 6 semanas. En algunas ocasiones, se recomendará otras fuentes de ayuda si es necesario.

Si usted está interesado en que su hijo/a participe en estas sesiones individuales o de grupo, favor de firmar la parte de abajo de esta forma y regrésela a la consejera. Favor de no dudar en llamarme si tienen alguna pregunta.

Mrs. Ana L. Rodriguez-Salinas

Putegnat Elementary School Counselor, M.Ed., C.S.C., LPC-Intern supervised by Michelle Del Castillo-Davis, LPC-Supervisor

Firma del Padre/Madre: _____

Teléfono en la casa: _____

Teléfono en el trabajo o celular: _____

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Supervision Hours Log- Site:_____(To be completed and signed each week)							
Week (MM/DD-DD/YY)	**Direct Supervision Hours**	**Direct Clinical Hours**	**Indirect Hours**	**Total Experience Hours Earned (cumulative)**	**Supervision Session Content**	**LPC-S Initials**	**LPC–Intern Initials**
Cumulative Hours							
LPC-S Signature					**Date: / /20__**		
Intern Signature					**Date: / /20__**		

2019 MOU

Brownsville Independent School District

Agenda Category: General Function Contracts/MOU **Board of Education Meeting:** 10/03/19

Item Title: Licensed Professional Counselor Interns MOU and Brownsville Independent School District

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

BACKGROUND:
Licensed Professional Counselor interns seek to set out in writing the terms and respective responsibilities for the their education and training toward completion of indirect and direct contact internship hours conducted during their respective work hours at their BISD assigned campuses toward completion of a Texas license professional counselor credential. Brownsville Independent School District counselors seeking this credential will be supervised by a state certified LPC intern supervisor and shall have the written consent of their respective campus principals who will collaborate with them to execute the program roles and responsibilities as outlined in the affiliation agreement form. The licensed professional counselor interns will obtain parental consent to perform supervised counseling of the BISD students during school hours.

Licensed Professional Counselor Supervisor – Ms. Michelle del Castillo Davis, M.Ed., C.S.C, LPC Supervisor
BISD counselor LPC interns – LPC intern sites/work locations:
Mark Chapa – Brownsville Learning Academy
atividad Leal – Canales Elementary
Maria Elizabeth Paredes Aragus – Pullam Elementary
Ana L. Rodriguez-Salinas – Putegnat Elementary

FISCAL IMPLICATIONS:
No cost to the District

RECOMMENDATION:
Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and the BISD school counselor licensed professional counselor interns to provide internship sites on BISD school campuses for the 2019-2020 school year. No cost to the District.

Sara Garza
Submitted by: Principal/Program Adm.

Dr. Dora E. Sauceda
Recommended by: Assistant Superintendent

Miguel Salinas
eviewed by: Staff Attorney

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent of Schools

When Necessary, Additional Background May Follow This.

Memorandum of Understanding Between
Mark Anthony Chapa
and
The Brownsville Independent School District
1900 E. Price Road
Brownsville, TX 78521

Purpose
This Memorandum of Understanding (MOU) is to demonstrate transparency in the process of documentation of LPC Internship counseling hours and the role of the school counselor while employed at the Brownsville Independent School District (BISD).

Role of Professional Counselor Intern
As an LPC-Intern I acknowledge that I am employed as a school counselor. My role is to assist with improving student success by addressing issues pertaining to academic, behavioral, social, and emotional development. This process includes helping students to apply academic achievement strategies, to manage emotions, and to practice good interpersonal skills. Guidance lessons are provided targeting character education concepts which teach students to use effective problem-solving approaches and coping skills. Responsive services are provided as needed and may be preventative, remedial or crisis oriented in nature. Individual planning involves helping students to develop and address academic, career, personal and social goals. System support is given as the counselor consults and collaborates with administrators, teachers, and parents to identify and coordinate resources and activities on campus and in the community that indirectly benefit students. As both a School Counselor and an LPC-Intern, I abide by the ethical standards of the American School Counseling Association, the American Counseling Association, and the Texas State Board of Examiners of Professional Counselors Title 22 Texas Administrative Code, Chapter 681.
LPC Internship hours are satisfied in accordance with The Texas Model for Comprehensive School Counseling Programs as specified in the TEC §33.005 (Appendix B).

Responsibilities of a Licensed Professional Counselor Intern

It is the responsibility of the Licensed Professional Counselor Intern to:

a. Attend a minimum of four hours of monthly individual/triadic supervision with the Licensed Professional Counselor Supervisor at a secondary site and approved by the Texas State Board of Examiners of Professional Counselors outside of contract hours.
b. Maintain accurate and confidential records indicating time spent delivering direct and indirect counseling services with clients to be reviewed and signed by the Licensed Professional Counselor Supervisor.
c. Read and abide by the Ethical Standards of the American School Counselor Association and American Counselor Association.
d. Adhere to all administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Meet all requirements and regulations set forth by the Texas State Board of Examiners of Professional Counselors.
f. Keep current Professional Liability Insurance for Licensed Professional Counselor Interns.

Responsibilities of Licensed Professional Counselor Supervisor

It is the role and responsibility of the Licensed Professional Counselor Supervisor to adhere to the Texas Administrative Code Section 681.93 while providing supervision to the Licensed Professional Counselor Intern. The Licensed Professional Counselor Supervisor will:

a. Provide the Licensed Professional Counselor Intern with the Ethical Standards of the American Counselor Association and the American School Counselor Association and ensure that the Licensed Professional Counselor Intern abides by all ethical standards specified;
b. Provide the Licensed Professional Counselor with a time frame for the duration of the Licensed Professional Counselor Internship;
c. Certify that the License Professional Counselor Intern meets the requirements and abides by all of regulations set forth by the Texas State Board of Examiners of Professional Counselors;
d. Notify and assert that the Licensed Professional Counselor Intern must adhere to the administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Guarantees that the Licensed Professional Counselor Supervisor will be available for supervision, consultation, with the Licensed Professional Counselor Intern and shall be immediately contacted should any problem or change in relation to the site or Licensed Professional Counselor Internship occur.
f. Ensure that the Licensed Professional Counselor Intern is protected by Professional Liability Insurance for Licensed Professional Counselor Interns.

Records

For the purpose of documentation, records refer solely to the Supervision Log document provided by the Texas State Board of Examiners of Professional Counselors. The services provided to the students will be discussed with the LPC Supervisor during supervision hours. Students will be referred to by initials and grade level only for the purpose of understanding the child's emotional state and developing appropriate interventions. All discussion between LPC-intern and Supervisor will be kept confidential.

Duration

This MOU shall become effective upon signature by the authorized officials and will remain in effect for one calendar year.

Mark Anthony Chapa, Certified School Counselor, Licensed Professional Counselor Intern
Supervised by Michelle del Castillo, M.Ed, C.S.C, Licensed Professional Counselor Supervisor

Signature: _____ Date: 9/10/19

_____

Dr. Rene Gutierrez, Superintendent

Signature: _____ Date: 10-3-19

Supervision Hours Log- Site:_____(To be completed and signed each week)

Date (MM/DD-DD/YY)	Direct Supervision Hours	Direct Clinical Hours	Indirect Hours	Total Experience Hours Earned (cumulative)	Supervision Session Content	LPC-S Initials	LPC–Intern Initials
Cumulative Hours							
LPC-S Signature					**Date: / /20__**		
Intern Signature					**Date: / /20__**		

Memorandum of Understanding Between
Maria Elizabeth Paredes-Aragus
and
The Brownsville Independent School District
1900 E. Price Road
Brownsville, TX 78521

Purpose
This Memorandum of Understanding (MOU) is to demonstrate transparency in the process of documentation of LPC Internship counseling hours and the role of the school counselor while employed at the Brownsville Independent School District (BISD).

Role of Professional Counselor Intern
As an LPC-Intern I acknowledge that I am employed as a school counselor. My role is to assist with improving student success by addressing issues pertaining to academic, behavioral, social, and emotional development. This process includes helping students to apply academic achievement strategies, to manage emotions, and to practice good interpersonal skills. Guidance lessons are provided targeting character education concepts which teach students to use effective problem-solving approaches and coping skills. Responsive services are provided as needed and may be preventative, remedial or crisis oriented in nature. Individual planning involves helping students to develop and address academic, career, personal and social goals. System support is given as the counselor consults and collaborates with administrators, teachers, and parents to identify and coordinate resources and activities on campus and in the community that indirectly benefit students. As both a School Counselor and an LPC-Intern, I abide by the ethical standards of the American School Counseling Association, the American Counseling Association, and the Texas State Board of Examiners of Professional Counselors Title 22 Texas Administrative Code, Chapter 681.
LPC Internship hours are satisfied in accordance with The Texas Model for Comprehensive School Counseling Programs as specified in the TEC §33.005 (Appendix B).

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b. Maintain accurate and confidential records indicating time spent delivering direct and indirect counseling services with clients to be reviewed and signed by the Licensed Professional Counselor Supervisor.
c. Read and abide by the Ethical Standards of the American School Counselor Association and American Counselor Association.
d. Adhere to all administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Meet all requirements and regulations set forth by the Texas State Board of Examiners of Professional Counselors.
f. Keep current Professional Liability Insurance for Licensed Professional Counselor Interns.

Responsibilities of Licensed Professional Counselor Supervisor

It is the role and responsibility of the Licensed Professional Counselor Supervisor to adhere to the Texas Administrative Code Section 681.93 while providing supervision to the Licensed Professional Counselor Intern. The Licensed Professional Counselor Supervisor will:

a. Provide the Licensed Professional Counselor Intern with the Ethical Standards of the American Counselor Association and the American School Counselor Association and ensure that the Licensed Professional Counselor Intern abides by all ethical standards specified;
b. Provide the Licensed Professional Counselor with a time frame for the duration of the Licensed Professional Counselor Internship;
c. Certify that the License Professional Counselor Intern meets the requirements and abides by all of regulations set forth by the Texas State Board of Examiners of Professional Counselors;
d. Notify and assert that the Licensed Professional Counselor Intern must adhere to the administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Guarantees that the Licensed Professional Counselor Supervisor will be available for supervision, consultation, with the Licensed Professional Counselor Intern and shall be immediately contacted should any problem or change in relation to the site or Licensed Professional Counselor Internship occur.
f. Ensure that the Licensed Professional Counselor Intern is protected by Professional Liability Insurance for Licensed Professional Counselor Interns.

Records

For the purpose of documentation, records refer solely to the Supervision Log document provided by the Texas State Board of Examiners of Professional Counselors. The services provided to the students will be discussed with the LPC Supervisor during supervision hours. Students will be referred to by initials and grade level only for the purpose of understanding the child's emotional state and developing appropriate interventions. All discussion between LPC-intern and Supervisor will be kept confidential.

Duration

This MOU shall become effective upon signature by the authorized officials and will remain in effect for one calendar year.

Maria Elizabeth Paredes-Aragus, M.Ed., C.S.C., Licensed Professional Counselor Intern under the supervision of Michelle Del Castillo Davis, M.Ed., C.S.C., Licensed Professional Counselor Supervisor

Signature: Elizabeth Paredes-A. Date: 9/9/19

Dr. Rene Gutierrez, Superintendent of The Brownsville Independent School District

Signature: Rene Gutierrez 10-3-19 Date:

Supervision Hours Log- Site:_____(To be completed and signed each week)							
Date (MM/DD-DD/YY)	**Direct Supervision Hours**	**Direct Clinical Hours**	**Indirect Hours**	**Total Experience Hours Earned (cumulative)**	**Supervision Session Content**	**LPC-S Initials**	**LPC–Intern Initials**
Cumulative Hours							
LPC-S Signature					**Date: / /20__**		
Intern Signature					**Date: / /20__**		

Memorandum of Understanding Between
Natividad C. Leal
and
The Brownsville Independent School District
1900 E. Price Road
Brownsville, TX 78521

Purpose
This Memorandum of Understanding (MOU) is to demonstrate transparency in the process of documentation of LPC Internship counseling hours and the role of the school counselor while employed at the Brownsville Independent School District (BISD).

Role of Professional Counselor Intern
As an LPC-Intern I acknowledge that I am employed as a school counselor. My role is to assist with improving student success by addressing issues pertaining to academic, behavioral, social, and emotional development. This process includes helping students to apply academic achievement strategies, to manage emotions, and to practice good interpersonal skills. Guidance lessons are provided targeting character education concepts which teach students to use effective problem-solving approaches and coping skills. Responsive services are provided as needed and may be preventative, remedial or crisis oriented in nature. Individual planning involves helping students to develop and address academic, career, personal and social goals. System support is given as the counselor consults and collaborates with administrators, teachers, and parents to identify and coordinate resources and activities on campus and in the community that indirectly benefit students. As both a School Counselor and an LPC-Intern, I abide by the ethical standards of the American School Counseling Association, the American Counseling Association, and the Texas State Board of Examiners of Professional Counselors Title Texas Administrative Code, Chapter 681.
LPC Internship hours are satisfied in accordance with The Texas Model for Comprehensive School Counseling Programs as specified in the TEC §33.005 (Appendix B).

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d. Adhere to all administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Meet all requirements and regulations set forth by the Texas State Board of Examiners of Professional Counselors.
f. Keep current Professional Liability Insurance for Licensed Professional Counselor Interns

Responsibilities of Licensed Professional Counselor Supervisor

It is the role and responsibility of the Licensed Professional Counselor Supervisor to adhere to the Texas Administrative Code Section 681.93 while providing supervision to the Licensed Professional Counselor Intern. The Licensed Professional Counselor Supervisor will:

a. Provide the Licensed Professional Counselor Intern with the Ethical Standards of the American Counselor Association and the American School Counselor Association and ensure that the Licensed Professional Counselor Intern abides by all ethical standards specified;
b. Provide the Licensed Professional Counselor with a time frame for the duration of the Licensed Professional Counselor Internship;
c. Certify that the License Professional Counselor Intern meets the requirements and abides by all of regulations set forth by the Texas State Board of Examiners of Professional Counselors;
d. Notify and assert that the Licensed Professional Counselor Intern must adhere to the administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Guarantees that the Licensed Professional Counselor Supervisor will be available for supervision, consultation, with the Licensed Professional Counselor Intern and shall be immediately contacted should any problem or change in relation to the site or Licensed Professional Counselor Internship occur.
f. Ensure that the Licensed Professional Counselor Intern is protected by Professional Liability Insurance for Licensed Professional Counselor Interns.

Records

For the purpose of documentation, records refer solely to the Supervision Log document provided by the Texas State Board of Examiners of Professional Counselors. The services provided to the students will be discussed with the LPC Supervisor during supervision hours. Students will be referred to by initials and grade level only for the purpose of understanding the child's emotional state and developing appropriate interventions. All discussion between LPC-intern and Supervisor will be kept confidential.

Duration

This MOU shall become effective upon signature by the authorized officials and will remain in effect for one calendar year.

Natividad C. Leal

LPC-Intern Name Natividad C. Leal, M. Ed., C.S.C., LPC Intern Supervised by Michelle Davis, LPC Supervisor

Signature: _____ Date: 9-10-19

Dr. Rene Gutierrez, Superintendent

Rene Gutierrez 10-3-19

Signature: _____ Date:

Supervision Hours Log- Site:_____(To be completed and signed each week)							
Date (MM/DD-DD/YY)	**Direct Supervision Hours**	**Direct Clinical Hours**	**Indirect Hours**	**Total Experience Hours Earned (cumulative)**	**Supervision Session Content**	**LPC-S Initials**	**LPC–Intern Initials**
Cumulative Hours							
LPC-S Signature					**Date: / /20__**		
Intern Signature					**Date: / /20__**		

Memorandum of Understanding Between
Ana L. Rodriguez-Salinas
and
The Brownsville Independent School District
1900 E. Price Road
Brownsville, TX 78521

Purpose
This Memorandum of Understanding (MOU) is to demonstrate transparency in the process of documentation of LPC Internship counseling hours and the role of the school counselor while employed at the Brownsville Independent School District (BISD).

Role of Professional Counselor Intern
As an LPC-Intern I acknowledge that I am employed as a school counselor. My role is to assist with improving student success by addressing issues pertaining to academic, behavioral, social, and emotional development. This process includes helping students to apply academic achievement strategies, to manage emotions, and to practice good interpersonal skills. Guidance lessons are provided targeting character education concepts which teach students to use effective problem-solving approaches and coping skills. Responsive services are provided as needed and may be preventative, remedial or crisis oriented in nature. Individual planning involves helping students to develop and address academic, career, personal and social goals. System support is given as the counselor consults and collaborates with administrators, teachers, and parents to identify and coordinate resources and activities on campus and in the community that indirectly benefit students. As both a School Counselor and an LPC-Intern, I abide by the ethical standards of the American School Counseling Association, the American Counseling Association, and the Texas State Board of Examiners of Professional Counselors Title 22 Texas Administrative Code, Chapter 681.
LPC Internship hours are satisfied in accordance with The Texas Model for Comprehensive School Counseling Programs as specified in the TEC §33.005 (Appendix B).

Responsibilities of a Licensed Professional Counselor Intern

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d. Notify and assert that the Licensed Professional Counselor Intern must adhere to the administrative policies, rules, standards, schedules, and practices of BISD and abides by all applicable federal, state, and municipal laws, ordinances, rules, and regulations;
e. Guarantees that the Licensed Professional Counselor Supervisor will be available for supervision, consultation, with the Licensed Professional Counselor Intern and shall be immediately contacted should any problem or change in relation to the site or Licensed Professional Counselor Internship occur.
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Records

For the purpose of documentation, records refer solely to the Supervision Log document provided by the Texas State Board of Examiners of Professional Counselors. The services provided to the students will be discussed with the LPC Supervisor during supervision hours. Students will be referred to by initials and grade level only for the purpose of understanding the child's emotional state and developing appropriate interventions. All discussion between LPC-intern and Supervisor will be kept confidential.

Duration

This MOU shall become effective upon signature by the authorized officials and will remain in effect for one calendar year.

Ana L. Rodriguez-Salinas

Ana L. Rodriguez-Salinas, Putegnat Elementary School Counselor, M.Ed., C.S.C., LPC-Intern supervised by Michelle Del Castillo Davis, LPC-Supervisor

Signature: Date: 9/10/19

Superintendent, Dr. Rene Gutierrez 10-3-19

Signature: Date:

Supervision Hours Log- Site:_____(To be completed and signed each week)

Date (MM/DD-DD/YY)	Direct Supervision Hours	Direct Clinical Hours	Indirect Hours	Total Experience Hours Earned (cumulative)	Supervision Session Content	LPC-S Initials	LPC–Intern Initials
Cumulative Hours							

LPC-S Signature _____ **Date:** / /20__

Intern Signature _____ **Date:** / /20__

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Monday, September 16, 2019 9:43 AM
To: Sara Celis
Cc: Minerva Almanza; Miguel Salinas; Dr. Rene Gutierrez
Subject: Re: Contracts Pending your Approval - 10/03/2019 BM
Attachments: 19-20 Licensed Professional Counselor Interns MOU.pdf; 19-20 Heartfelt Minds Counseling MOU.pdf; 19-20 A&M University Kingsville MOU.pdf; 19-20 Recovery Center of Cameron County MOU.pdf; Lamry University MOU.pdf

Sara,

I have reviewed all 5 contracts and strongly recommend that the language in the 19-20 Heartfelt Minds Counseling MOU and the Lamar University MOU, be omitted in paragraph 15 for Heartfelt and paragraph 8 for the Lamar MOU. The proposed language should be the following:

"The BISD cannot and will not under state law indemnify the agency, facility, university, faculty, agents, representatives, employees, officers or any other responsibilities arising out of these services under this contract or MOU."

The other attached contracts are approved for Dr. Gutierrez' signature. Please feel free to contact me if you have any questions.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

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

On Monday, September 16, 2019, 8:15:11 AM CDT, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

The attached documents are also pending your review and approval.

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 10/06/20

Item Title: Memorandum of Understanding Mesquite Treatment Center, LLC and Brownsville ISD

X Action
___ Information
___ Discussion

BACKGROUND:

Mesquite Treatment Center, LLC (MTC) is an organization whose mission is to provide the highest quality of chemical dependency counseling and drug/alcohol education to students in Cameron, Hidalgo, and Willacy counties. Services provided include initial screening and assessment, group and individual therapy, drug and alcohol education, behavioral issues, anger management, drug screening, and aftercare. MTC utilizes the evidenced based Matrix Model for Teens/Young Adults and Adults curriculum. Services will be provided exclusively to BISD Brownsville Academic Center (BAC) students at no cost to the District.

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between Brownsville ISD and Mesquite Treatment Center, LLC to provide outpatient chemical dependence services, intervention and counseling to BISD Brownsville Academic Center students for the 2020-2021 school year. No cost to the District.

Sara M. Garza
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent
9/22/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Rosa Maria Guerrero

From: Sara Celis
Sent: Monday, September 21, 2020 3:20 PM
To: Rosa Maria Guerrero
Subject: FW: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
Go Green! Please do not print unless completely necessary.

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

From: Baltazar Salazar [mailto:balsalazar@sbcglobal.net]
Sent: Friday, September 11, 2020 11:31 AM
To: Sara Celis <scelis@bisd.us>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Re: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

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 all documents except the following:

UTRGV Americorps- Venue has to be changed to Brownsville, Cameron County, Texas, and
Texas Tropical Behavioral Health- Indemnity clause has to be omitted.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

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

On Thursday, September 10, 2020, 05:04:33 PM CDT, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

I am sending this request again to list all MOU's attached that are pending your review. Please disregard the previous email of attachments.

1. Behavioral Health Solutions
2. Buckner Children & Family Services
3. Heartfelt Minds
4. Licensed Professional Counselor Interns (Dawn Morales & Anabelle Torres)
5. Licensed Professional Counselor Interns (Mark Chapa, Natividad Leal, Maria Paredes Aragus, Ana Rodriguez Salainas)
6. Mesquite Treatment
7. Serving Children & Adults in Need (SCAN)
8. Tobacco Prevention
9. Tropical Texas

10. UTRGV AmeriCorps

11. Beatriz Moreno, LPC Intern MOU

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Sara Celis
Sent: Thursday, September 10, 2020 4:37 PM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

The attached are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Sara Celis
Sent: Tuesday, September 08, 2020 8:01 AM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>

808

Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 3rd Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

The attached is pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Sara Celis
Sent: Thursday, September 03, 2020 11:03 AM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 2nd Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

The attached are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Sara Celis
Sent: Wednesday, September 02, 2020 11:57 AM
To: balsalazar@sbcglobal.net
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salazar,

I apologize the previous email only included 10 MOU's instead of 11. All MOU's are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379

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

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

From: Rosa Maria Guerrero
Sent: Wednesday, September 02, 2020 11:54 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Sara Celis <scelis@bisd.us>
Subject: FW: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salinas/Sara:

I had previously attached only 10 items – I am attaching the 11th item titled **"Licensed Professional Counselor (D. Morales)."**

Thanks!

From: Rosa Maria Guerrero
Sent: Wednesday, September 2, 2020 9:37 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Dr. Timothy E. Cuff <tecuff@bisd.us>; Sara M. Garza <saragarza@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Good morning Mr. Salinas;

Please review/sign the attached Board Agenda Items regarding MOUs from Guidance & Counseling to be placed on the October 6, 2020 Board Agenda.

I will hand deliver the original documents to your office.

Thank you.

Rosa M. Guerrero

Administrative Assistant to Mr. Jimmy Haynes

Tel. 956-698-0825

Mr. Jimmy R. Haynes

Assistant Superintendent for Operations

jhaynes@bisd.us

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

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.

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

and MESQUITE TREATMENT CENTER, LLC

TO PROVIDE OUTPATIENT CHEMICAL DEPENDENCY COUNSELING & INTERVENTION

This independent contractor agreement to provide chemical dependency treatment services entered by and between BROWNSVILLE INDEPENDENT SCHOOL DISTRICT (herein after referred to as **"BISD"**) and Mesquite Treatment Center, LLC (herein after **"MTC"**), a Texas for Profit Organization, whose address is P.O. Box 603 Harlingen TX 78551 and whose taxpayer identification number is 20-4812039. The purpose of this agreement is to provide outpatient chemical dependency treatment services to **BISD** students at no charge to **BISD** with parental consultation consent. In considering this contract between **BISD** and **MTC**, **BISD** and **MTC** agrees as follows:

Services to be Provided

A. Outpatient Chemical Dependency Counseling
B. Substance Abuse Intervention
C. Referrals for Substance Abuse Prevention and Education
D. Referrals to Inpatient Placements
E. Drug Testing
F. Referrals for Family Counseling
G. Referrals for Health/Mental Health Treatment

Services will be provided on campus in separate/private office or classroom to provide protection of confidentiality or at **MTC**. All services will be provided with parental consultation and consent.

Payment for Services

There is no cost to the district. MTC consultants will bill students' Medicaid, Chips, Child Protective Services, Indigent, and Private insurance for reimbursement for all services provided. **MTC** will also provide **Pro Bono** services for indigent students.

Provider of Services

Providers of services are licensed in the State of Texas. Assistance may be provided by **Licensed Chemical Dependency Counselors (LCDC) and Counselor Interns (CI)** . **MTC** requires each employee contractor to have their own liability coverage for at least $1 million.

Admissions/Discharge Criteria

MTC and its sole discretion shall make all decisions regarding admissions and discharges from the chemical dependency and mental health therapy in collaboration with **BISD** and the parents/guardian of the student.

Medical Necessities / Progress Notes

MTC agrees to ensure that students receive appropriate medical care including prescribed medications by a medical doctor/psychiatrist of their own and/or will give a referral list to the parents to choose any doctor close to their area. Progress will be discussed with **BISD** staff on a regular basis and any acute care in which students may need additional assistance, the counselor will be informed immediately.

Documentation of Services

MTC will assist to set academic goals according as applicable to student referral with assistance of **BISD** staff which will be received and discussed with appropriate staff.

Compliance

MTC shall provide services in compliance with all current local, state and federal laws, rules and regulations and policies of **BISD**.

Background Checks

MTC shall ensure that all staff complete appropriate screening and background checks in compliance with state, federal, and policies of **BISD**. **MTC** is in compliance with Senate Bill 9 for school contactors. All staff shall be fingerprinted and results are placed in the Texas Department of Public Safety FACT Clearinghouse.

Non-Discrimination

MTC shall ensure that no person, on the basis of race, color, national origin, relation, sex, age, handicap or political affiliation, will be excluded from participation in, be denied any benefit, or be subjected to discrimination.

Client Rights

Each client admitted to the program is entitled to the following rights:

1. The right to appropriate and quality services and to know the qualifications of counseling staff.
2. The right to give informed consent of to refuse services and/or medication and to be advised of the consequences of refusal.
3. The right to know the costs of services; how much of the cost is charged to the client and how much is paid by other sources.
4. The right to dignity and personal privacy.
5. The right to protection of confidentiality of any personally identifiable information and/or information of services processed without written consent as governed by local, state and federal regulations, except when there is reasonable concern for child abuse, suicide, or homicide.
6. The right to a humane and safe environment free from abuse, neglect, and exploitation.
7. The right to receive a copy and complete explanation of the client's rights in clear, non-technical terms in a language the client understands.

Information Release

MTC will maintain all records and clients and will sign consent to release medical information to **BISD** and its Counselor.

Client Information

MTC will maintain client information and/or records for a period of five years for each student who receives services, unless otherwise specified in the contract or as provided by state or federal law.

Length of Sessions

Each session shall be no less than thirty (30) minutes and no more than (1) hour, unless in certain emergency and/or extenuating circumstances.

Program Progress

MTC will meet with designated staff of **BISD** to discuss progress of program quarterly. Any issues, updates, or program highlights will be reviewed at that time.

INDEPENDENT CONTRACTOR

It is understood and agreed that **MTC** shall perform all services under this contract in accordance with generally accepted standard applicable thereto. It is the intent of **BISD** and **MTC** that the agency is an independent contractor under the sole supervision, management, direction, and control of **MTC**. **BISD** shall look to **MTC** for results only. The personnel and staff of **MTC** are employees of **MTC** and shall not for any purpose be considered employees or agency of **BISD**. In this regard, **MTC** and **BISD** understand and agree that:

1. **BISD** will not responsible to withhold or pay on behalf of **MTC** any sums for income tax, unemployment, insurance, social security, or any other withholding pursuant to any law or requirement of any government body, or make available to said agency any of the benefits, including worker's compensation insurance coverage afforded to employees of **BISD**.
2. All such withholding, payment and benefits, if any, are sole responsibility of **MTC**.
3. **MTC** shall indemnify and hold harmless **BISD** from any damages or liability, including attorney's fees and legal expenses, incurred by **BISD** with respect to such payments withholding and benefits.

COMPLETE CONTRACT

A. Term

This contract shall be effective on school year 2020 and shall terminate on school year 2021 unless otherwise terminated.

B. Termination of Contract

This contract shall remain in effect until contract completion and acceptance of performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to cancellation. Such written notice shall be mailed at the address designated at the beginning and **BISD** shall have the right to terminate said contract for cause of no cause.

C. Amendments

This contract may only be amended by written agreement and by signature from both **MTC** and **BISD**.

D. Severability

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

E. Entire Agreement

This contract constitutes the entire agreement of the parties.

F. No waiver of Immunity

Nothing in this is intended to and **BISD** does not hereby waive release of relinquish any right to assert any of the defenses **BISD** enjoys by virtue of state and/or federal constitution, laws, rules of regulations and any sovereign official or entity, or individual against **BISD**.

G. Governing Law

This contract shall be constituted according to the law of the State of Texas. Jurisdiction and venue of any action brought under this contract shall lie exclusively in Cameron County.

H. Qualifications or information provided by **BISD** does not warrant or make any representations as to the accuracy of any information it provides to **MTC. MTC** shall be responsible in determining the accuracy of any information required to determine, at its own risk, what kind or type of services it is to offer in connection with this agreement. The use of any information requested by **MTC** is done so and is at **MTC's** own risk.

I. Grievance Policies

MTC shall at all times keep and maintain rules, regulations and policies for its employees as required by law providing for a process by which any employee may grieve any compliant which affects the employee personally at work or any of the conditions of the work and/or employment.

J. Zero Tolerance Policy

MTC certifies to **BISD** that upon the initial signing of any resulting agreement or any time thereafter as requested by **BISD** that no agent and/or employee acting on **MTC** behalf ever come unto any campus or **BISD** property with drugs, alcohol and/or weapons.

K. Binding Agreement

This agreement shall be binding and inure to the benefit of the successors and/or assigns of **MTC** and shall be binding and inure to the benefit of **BISD** successors and/or assigns.

L. Assignment

This agreement shall not be assigned by **MTC** without the written consent of **BISD**. Any proposed assignment, including any partial assignment or delegation to any agent or subcontractor, is not permitted hereunder and shall void this agreement. The sale of **MTC** or the filing of Bankruptcy or any inability to perform by **MTC** shall make this agreement void.

M. Waiver of Default

No waiver by parties hereto of any default or breach of any term, condition or convenience of this Agreement shall be deemed to be waived of any other breach of the same or any other term, condition or covenant contained herein.

N. Mediation

The parties may mediate any dispute prior to any litigation being commenced, unless a party has overreached and is likely to alter the status quo, and in that even the other party may seek equitable and immediate relief.

O. Notice

Except as expressly provided herein, any notice required or permitted to be given under this agreement shall be in writing and delivered to:

P. Venue

Any and all litigation related to this agreement will be proper in State Court in Cameron County, Texas.

Q. Termination

Either party may terminate this agreement at any time with or without cause by providing a thirty (30) day written notice. The notice is effective on the day it is faxed to Mesquite Treatment Center, LLC. Upon receiving said notice, Mesquite Treatment Center, LLC will immediately cease any and all work on behalf of BROWNSVILLE ISD. Additionally, Mesquite Treatment Center, LLC will only be paid for work performed prior to receiving notice of termination.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT:

Dr. René Gutiérrez, BISD Superintendent

By: _____ Dated: _____

Minerva Peña, - BISD Board President

By: _____ Dated: _____

Dr. Prisci Roca-Tipton – BISD Board Secretary

By: _____ Dated: _____

MESQUITE TREATMENT CENTER, LLC

Laura Lisa Garza, CEO

By: Laurlsa garza Dated: 6-22-2020

2019 MOU

Brownsville Independent School District

Agenda Category: General Function Contracts/MOU **Board of Education Meeting:** 08/06/19

Item Title: Memorandum of Understanding Mesquite Treatment Center, LLC and BISD for the 2019-2020 School Year

X **Action**
Information
Discussion

BACKGROUND:

Mesquite Treatment Center, LLC (MTC) is an organization whose mission is to provide the highest quality of chemical dependency counseling and drug/alcohol education to students in Cameron, Hidalgo, and Willacy counties. Services provided include initial screening and assessment, group and Individual therapy, drug and alcohol education, behavioral issues, anger management, drug screening, and aftercare. MTC utilizes the evidenced based Matrix Model for Teens/Young Adults and Adults curriculum. Services will be provided exclusively to BISD Brownsville Academic Center (BAC) students at no cost to the District.

FISCAL IMPLICATIONS:

No Cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between Brownsville ISD and Mesquite Treatment Center, LLC to provide outpatient chemical dependence services, intervention and counseling to BISD Brownsville Academic Center students at no cost to the District.

Sara Garza
Submitted by: Program Administrator

Dr. Dora E. Sauceda
Recommended by: Assistant Superintendent

Miguel Salinas
Reviewed by: Staff Attorney

Approved for Submission to Board of Education:

Dr. Rene Gutierrez
Superintendent of Schools

When Necessary, Additional Background May Follow This.

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

and MESQUITE TREATMENT CENTER, LLC

TO PROVIDE OUTPATIENT CHEMICAL DEPENDENCY COUNSELING & INTERVENTION

This independent contractor agreement to provide chemical dependency treatment services entered by and between BROWNSVILLE INDEPENDENT SCHOOL DISTRICT (herein after referred to as **"BISD"**) and Mesquite Treatment Center, LLC (herein after **"MTC"**), a Texas for Profit Organization, whose address is P.O. Box 603 Harlingen TX 78551 and whose taxpayer identification number is 20-4812039. The purpose of this agreement is to provide outpatient chemical dependency treatment services to **BISD** students at no charge to **BISD** with parental consultation consent. In considering this contract between **BISD** and **MTC**, **BISD** and **MTC** agrees as follows:

Services to be Provided

A. Outpatient Chemical Dependency Counseling
B. Substance Abuse Intervention
C. Referrals for Substance Abuse Prevention and Education
D. Referrals to Inpatient Placements
E. Drug Testing
F. Referrals for Family Counseling
G. Referrals for Health/Mental Health Treatment

Services will be provided on campus in separate/private office or classroom to provide protection of confidentiality or at **MTC**. All services will be provided with parental consultation and consent.

Payment for Services

There is no cost to the district. MTC consultants will bill students' Medicaid, Chips, Child Protective Services, Indigent, and Private insurance for reimbursement for all services provided. **MTC** will also provide **Pro Bono** services for indigent students.

Provider of Services

Providers of services are licensed in the State of Texas. Assistance may be provided by **Licensed Chemical Dependency Counselors (LCDC) and Counselor Interns (CI)** . **MTC** requires each employee contractor to have their own liability coverage for at least $1 million.

Admissions/Discharge Criteria

MTC and its sole discretion shall make all decisions regarding admissions and discharges from the chemical dependency and mental health therapy in collaboration with **BISD** and the parents/guardian of the student.

Medical Necessities / Progress Notes

MTC agrees to ensure that students receive appropriate medical care including prescribed medications by a medical doctor/psychiatrist of their own and/or will give a referral list to the parents to choose any doctor close to their area. Progress will be discussed with **BISD** staff on a regular basis and any acute care in which students may need additional assistance, the counselor will be informed immediately.

Documentation of Services

MTC will assist to set academic goals according as applicable to student referral with assistance of **BISD** staff which will be received and discussed with appropriate staff.

Compliance

MTC shall provide services in compliance with all current local, state and federal laws, rules and regulations and policies of **BISD**.

Background Checks

MTC shall ensure that all staff complete appropriate screening and background checks in compliance with state, federal, and policies of **BISD**. **MTC** is in compliance with Senate Bill 9 for school contactors. All staff shall be fingerprinted and results are placed in the Texas Department of Public Safety FACT Clearinghouse.

Non-Discrimination

MTC shall ensure that no person, on the basis of race, color, national origin, relation, sex, age, handicap or political affiliation, will be excluded from participation in, be denied any benefit, or be subjected to discrimination.

Client Rights

Each client admitted to the program is entitled to the following rights:

1. The right to appropriate and quality services and to know the qualifications of counseling staff.
2. The right to give informed consent of to refuse services and/or medication and to be advised of the consequences of refusal.
3. The right to know the costs of services; how much of the cost is charged to the client and how much is paid by other sources.
4. The right to dignity and personal privacy.
5. The right to protection of confidentiality of any personally identifiable information and/or information of services processed without written consent as governed by local, state and federal regulations, except when there is reasonable concern for child abuse, suicide, or homicide.
6. The right to a humane and safe environment free from abuse, neglect, and exploitation.
7. The right to receive a copy and complete explanation of the client's rights in clear, non-technical terms in a language the client understands.

Information Release

MTC will maintain all records and clients and will sign consent to release medical information to **BISD** and its Counselor.

Client Information

MTC will maintain client information and/or records for a period of five years for each student who receives services, unless otherwise specified in the contract or as provided by state or federal law.

Length of Sessions

Each session shall be no less than thirty (30) minutes and no more than (1) hour, unless in certain emergency and/or extenuating circumstances.

Program Progress

MTC will meet with designated staff of **BISD** to discuss progress of program quarterly. Any issues, updates, or program highlights will be reviewed at that time.

INDEPENDENT CONTRACTOR

It is understood and agreed that **MTC** shall perform all services under this contract in accordance with generally accepted standard applicable thereto. It is the intent of **BISD** and **MTC** that the agency is an independent contractor under the sole supervision, management, direction, and control of **MTC**. **BISD** shall look to **MTC** for results only. The personnel and staff of **MTC** are employees of **MTC** and shall not for any purpose be considered employees or agency of **BISD**. In this regard, **MTC** and **BISD** understand and agree that:

1. **BISD** will not responsible to withhold or pay on behalf of **MTC** any sums for income tax, unemployment, insurance, social security, or any other withholding pursuant to any law or requirement of any government body, or make available to said agency any of the benefits, including worker's compensation insurance coverage afforded to employees of **BISD**.
2. All such withholding, payment and benefits, if any, are sole responsibility of **MTC**.
3. **MTC** shall indemnify and hold harmless **BISD** from any damages or liability, including attorney's fees and legal expenses, incurred by **BISD** with respect to such payments withholding and benefits.

COMPLETE CONTRACT

A. Term

This contract shall be effective on August 14, 2019 and shall terminate on May 27, 2020 unless otherwise terminated.

B. Termination of Contract

This contract shall remain in effect until contract completion and acceptance of performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to cancellation. Such written notice shall be mailed at the address designated at the beginning and **BISD** shall have the right to terminate said contract for cause of no cause.

C. Amendments

This contract may only be amended by written agreement and by signature from both **MTC** and **BISD**.

D. Severability

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

E. Entire Agreement

This contract constitutes the entire agreement of the parties.

F. No waiver of Immunity

Nothing in this is intended to and **BISD** does not hereby waive release of relinquish any right to assert any of the defenses **BISD** enjoys by virtue of state and/or federal constitution, laws, rules of regulations and any sovereign official or entity, or individual against **BISD**.

G. Governing Law

This contract shall be constituted according to the law of the State of Texas. Jurisdiction and venue of any action brought under this contract shall lie exclusively in Cameron County.

H. Qualifications or information provided by **BISD** does not warrant or make any representations as to the accuracy of any information it provides to **MTC. MTC** shall be responsible in determining the accuracy of any information required to determine, at its own risk, what kind or type of services it is to offer in connection with this agreement. The use of any information requested by **MTC** is done so and is at **MTC's** own risk.

I. Grievance Policies

MTC shall at all times keep and maintain rules, regulations and policies for its employees as required by law providing for a process by which any employee may grieve any compliant which affects the employee personally at work or any of the conditions of the work and/or employment.

J. Zero Tolerance Policy

MTC certifies to **BISD** that upon the initial signing of any resulting agreement or any time thereafter as requested by **BISD** that no agent and/or employee acting on **MTC** behalf ever come unto any campus or **BISD** property with drugs, alcohol and/or weapons.

K. Binding Agreement

This agreement shall be binding and inure to the benefit of the successors and/or assigns of **MTC** and shall be binding and inure to the benefit of **BISD** successors and/or assigns.

L. Assignment

This agreement shall not be assigned by **MTC** without the written consent of **BISD**. Any proposed assignment, including any partial assignment or delegation to any agent or subcontractor, is not permitted hereunder and shall void this agreement. The sale of **MTC** or the filing of Bankruptcy or any inability to perform by **MTC** shall make this agreement void.

M. Waiver of Default

No waiver by parties hereto of any default or breach of any term, condition or convenience of this Agreement shall be deemed to be waived of any other breach of the same or any other term, condition or covenant contained herein.

N. Mediation

The parties may mediate any dispute prior to any litigation being commenced, unless a party has overreached and is likely to alter the status quo, and in that even the other party may seek equitable and immediate relief.

O. Notice

Except as expressly provided herein, any notice required or permitted to be given under this agreement shall be in writing and delivered to:

P. Venue

Any and all litigation related to this agreement will be proper in State Court in Cameron County, Texas.

Q. Termination

Either party may terminate this agreement at any time with or without cause by providing a thirty (30) day written notice. The notice is effective on the day it is faxed to Mesquite Treatment Center, LLC. Upon receiving said notice, Mesquite Treatment Center, LLC will immediately cease any and all work on behalf of BROWNSVILLE ISD. Additionally Mesquite Treatment Center, LLC will only be paid for work performed prior to receiving notice of termination.

Dr. Rene Gutierrez
SUPERINTENDENT
Brownsville ISD
708 Palm Blvd
Brownsville, Texas 78520

LAURA LISA GARZA MPA, LCDC
Mesquite Treatment Center, LLC
P.O. Box 603
Harlingen, Texas 78551

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT:

By: Rene Gutierrez Dated: 8/8/19

MESQUITE TREATMENT CENTER, LLC

By: laurlgarza Dated: 8-17-19

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 10/06/20

Item Title: Serving Children and Adults in Need (SCAN) Inc. MOU and Brownsville Independent School District

X Action
Information
Discussion

BACKGROUND:

Serving Children and Adults in Need (SCAN) Inc. seeks to collaborate with Brownsville ISD to make substance abuse counseling available in an outpatient program from BISD students. The program uses Seeking Safety and Motivational Enhancement Therapy/Cognitive Behavioral Therapy evidenced based approaches that are designed specifically for adolescent populations experiencing problems related to substance abuse, while addressing individual needs. Counseling sessions will focus on factors that motivate participants to make changes in their behavior that will benefit their academic, personal and family life. SCAN will provide a counselor to the BISD campus1-2 days per week based on the need for services.

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and Serving Children and Adults in Need (SCAN) Inc. for the purpose of coordinating drug prevention counseling for students for the 2020-2021 school year. No cost to the District.

Sara M. Garza
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent 9/22/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Rosa Maria Guerrero

From: Sara Celis
Sent: Monday, September 21, 2020 3:20 PM
To: Rosa Maria Guerrero
Subject: FW: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
Go Green! Please do not print unless completely necessary.

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

From: Baltazar Salazar [mailto:balsalazar@sbcglobal.net]
Sent: Friday, September 11, 2020 11:31 AM
To: Sara Celis <scelis@bisd.us>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Re: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

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 all documents except the following:

UTRGV Americorps- Venue has to be changed to Brownsville, Cameron County, Texas, and
Texas Tropical Behavioral Health- Indemnity clause has to be omitted.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

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

On Thursday, September 10, 2020, 05:04:33 PM CDT, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

I am sending this request again to list all MOU's attached that are pending your review. Please disregard the previous email of attachments.

1. Behavioral Health Solutions
2. Buckner Children & Family Services
3. Heartfelt Minds
4. Licensed Professional Counselor Interns (Dawn Morales & Anabelle Torres)
5. Licensed Professional Counselor Interns (Mark Chapa, Natividad Leal, Maria Paredes Aragus, Ana Rodriguez Salainas)
6. Mesquite Treatment
7. Serving Children & Adults in Need (SCAN)
8. Tobacco Prevention
9. Tropical Texas

10. UTRGV AmeriCorps

11. Beatriz Moreno, LPC Intern MOU

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: Thursday, September 10, 2020 4:37 PM
To: 'balsalazar@sbcglobal.net' <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

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Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

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From: Rosa Maria Guerrero
Sent: Wednesday, September 02, 2020 11:54 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Sara Celis <scelis@bisd.us>
Subject: FW: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salinas/Sara:

I had previously attached only 10 items – I am attaching the 11th item titled **"Licensed Professional Counselor (D. Morales)."**

Thanks!

From: Rosa Maria Guerrero
Sent: Wednesday, September 2, 2020 9:37 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Dr. Timothy E. Cuff <tecuff@bisd.us>; Sara M. Garza <saragarza@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Good morning Mr. Salinas;

Please review/sign the attached Board Agenda Items regarding MOUs from Guidance & Counseling to be placed on the October 6, 2020 Board Agenda.

I will hand deliver the original documents to your office.

Thank you.

Rosa M. Guerrero

Administrative Assistant to Mr. Jimmy Haynes

Tel. 956-698-0825

BISD

Mr. Jimmy R. Haynes

Assistant Superintendent for Operations

jhaynes@bisd.us

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

SCAN
Serving Children and Adults In Need, Inc.
Our Passion Is Helping People

Cooperative Working Agreement

Between

SCAN (Serving Children and Adults in Need, Inc.)

And

Brownsville Independent School District

Purpose: Youth Substance Abuse Treatment

Dates: August 15, 2020 through August 15, 2021

Program Summary: SCAN, Inc. and the **Brownsville Independent School District** through this agreement will collaborate to make substance abuse counseling available through SCAN outpatient Program. This program uses Seeking Safety and Motivational Enhancement Therapy/ Cognitive behavioral Therapy (MET/CBT) evidence based approaches that are designed specifically for adolescent populations experiencing problems related to substance use, while addressing individual needs. We recognize the client's family as a key component in treatment to further enhance effectiveness of this approach. Using best practice, counseling sessions will focus on factors that motivate participants to make changes in their behavior that will benefit their family, their academic life style and the community as a whole.

Success/program outcomes:

SCAN provided substance abuse treatment services to 71 participants from Cameron County this fiscal year. Also, there have been 57 client discharges within the past fiscal year with a 63% successful completion rate. The state of Texas average successful complication rate is 42% .

Roles and Responsibilities:

Brownsville Independent School District will:

Refer clients identified with substance abuse related problems who may benefit from substance abuse treatment and substance abuse education.

Work in conjunction with SCAN, Inc. to improve the coordination of services.

Provide adequate space for OP staff to meet with program participants.

SCAN will provide:

Screening and assessments of clients.

Individual, group and family counseling.

HIV education and support group services.

Drug testing.

Family Education and support groups.

Referrals to community services.

Home visitations.

Case management.

Additionally, SCAN, Inc. will provide a counselor on campus 1-2 days per week, based on the need of the service. All referrals will be made through established protocols. At no time will the counselor solicit students, their legal guardians or family members without following set protocols. The Out Patient counselor will follow and adhere to the polices of agencies and the Brownsville Independent School District.

The counselor assigned to SCAN, Inc. located at 705 West Jefferson, Brownsville Texas is Suzette R. Arechar, BS, LCDC, CART. A full background check has been completed on this individual. She has cleared all background checks and is allowed direct contact with adolescents. Background checks for all staff having direct contact with youth will be submitted to Brownsville Independent School District upon request.

Implementation Costs: This is a non-financial agreement. Funding for these services will be provided through a grant from the Texas Department of State health Services. No fees or costs will be incurred by Brownsville Independent School District, their students or family served.

This cooperative Working Agreement shall begin August 15, 2020 and be effective through August 15, 2021.

Ms. Isela Dabdoub

Chief Executive Officer-SCAN-Inc.

Date

Dr. Rene Gutierrez

BISD Superintendent

Date

Ms. Minerva Pena

BISD President

Date

Dr. Prisci Roca-Tipton

BISD Board Secretary

Date

2019 MOU

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 08/06/19

Item Title: MOU between Brownsville ISD and Serving Children and Adults in Need (SCAN) for 2019-2020 school year

X Action
Information
Discussion

BACKGROUND:

Brownsville Independent School District is requesting the approval to enter into a Memorandum of Understanding between Brownsville Independent School District and Serving Children and Adults in Need (SCAN), Inc., for the purpose of coordinating drug prevention activities services for students in the Brownsville Independent School District.

FISCAL IMPLICATIONS:

No Cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding for Serving Children and Adults in Need (SCAN), Inc., for the purpose of coordinating drug prevention activities/services for students from September 1, 2019 through August 15, 2020. The MOU is at no cost to the District.

Sara Garza
Submitted by: Program Administrator

Dr. Dora E. Sauceda
Recommended by: Assistant Superintendent

Miguel Salinas
Reviewed by: Staff Attorney

Approved for Submission to Board of Education:

Dr. Rene Gutierrez
Superintendent of Schools

When Necessary, Additional Background May Follow This.

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Serving Children and Adults In Need, Inc.
Our Passion is Helping People

Cooperative Working Agreement

Between

SCAN (Serving Children and adults in Need, Inc.)

And

Brownsville Independent School District

Purpose: Youth Substance Abuse Treatment

Dates: August 15, 2019 through August 15, 2020

Program Summary: SCAN, Inc. and the **Brownsville Independent School District** through this agreement will collaborate to make substance abuse counseling available through SCAN outpatient Program. This program uses Motivational Enhancement Therapy/ Cognitive behavioral Therapy (MET/CBT) evidence based approaches that are designed specifically for adolescent populations experiencing problems related to substance use, while addressing individual needs. We recognize the client's family as a key component in treatment to further enhance effectiveness of this approach. Using best practice, counseling sessions will focus on factors that motivate participants to make changes in their behavior that will benefit their family, their academic life style and the community as a whole.

Success/program outcomes:

SCAN provided substance abuse treatment services to 89 participants from Cameron County this fiscal year. Also, there have been 74 client discharges within the past fiscal year with a 88% successful completion rate. The state of Texas average successful complication rate is 42% .

Roles and Responsibilities:

Brownsville Independent School District will:

Refer clients identified with substance abuse related problems who may benefit from substance abuse treatment and substance abuse education.

Work in conjunction with SCAN, Inc. to improve the coordination of services.

Provide adequate space for OP staff to meet with program participants.

SCAN will provide:

Screening and assessments of clients.

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The counselor assigned to SCAN, Inc. located at 705 West Jefferson, Brownsville Texas is Suzette R. Arechar, BS, LCDC, CART. A full background check has been completed on this individual. She has cleared all background checks and is allowed direct contact with adolescents. Background checks for all staff having direct contact with youth will be submitted to Brownsville Independent School District upon request.

Implementation Costs: This is a non-financial agreement. Funding for these services will be provided through a grant from the Texas Department of State health Services. No fees or costs will be incurred by Brownsville Independent School District, their students or family served.

This cooperative Working Agreement shall begin August 15, 2019 and be effective through August 15, 2020.

6-21-19

Isela Dabdoub — Date

Chief Executive Officer-SCAN-Inc.

8/8/19

Dr. Rene Gutierrez — Date

Superintendent of Schools

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 10/06/2020

Item Title: The Uniting Neighbors in Drug Abuse Defense (UNIDAD) and Brownsville Independent District MOU

X Action
Information
Discussion

BACKGROUND:

The Uniting Neighbors In Drug Abuse Defense (UNIDAD) Tobacco Prevention & Control (TPC) Coalition of Behavioral Health Solutions of South Texas seeks to collaborate with the Brownsville Independent School District to increase the effectiveness and visibility of prevention efforts by providing community-planned, evidence-based comprehensive tobacco prevention and education activities. The UNIDAD TPC Coalition's goal is to educate the communities with the expectations to reduce tobacco use, secondhand smoke exposure, and related health disparities among youth and adults.

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between Brownsville Independent School District and The Uniting Neighbors In Drug Abuse Defense (UNIDAD) Tobacco Prevention & Control (TPC) for the purpose of providing tobacco prevention activities and education for BISD students and families for the 2020-2021 school year. No cost to the District.

Sara M. Garza
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent 9/22/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Rosa Maria Guerrero

From: Sara Celis
Sent: Monday, September 21, 2020 3:20 PM
To: Rosa Maria Guerrero
Subject: FW: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
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From: Baltazar Salazar [mailto:balsalazar@sbcglobal.net]
Sent: Friday, September 11, 2020 11:31 AM
To: Sara Celis <scelis@bisd.us>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Re: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

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 all documents except the following:

UTRGV Americorps- Venue has to be changed to Brownsville, Cameron County, Texas, and
Texas Tropical Behavioral Health- Indemnity clause has to be omitted.

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...

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From: Rosa Maria Guerrero
Sent: Wednesday, September 02, 2020 11:54 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Sara Celis <scelis@bisd.us>
Subject: FW: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Mr. Salinas/Sara:

I had previously attached only 10 items – I am attaching the 11th item titled **"Licensed Professional Counselor (D. Morales)."**

Thanks!

From: Rosa Maria Guerrero
Sent: Wednesday, September 2, 2020 9:37 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Dr. Timothy E. Cuff <tecuff@bisd.us>; Sara M. Garza <saragarza@bisd.us>
Subject: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

Good morning Mr. Salinas;

Please review/sign the attached Board Agenda Items regarding MOUs from Guidance & Counseling to be placed on the October 6, 2020 Board Agenda.

I will hand deliver the original documents to your office.

Thank you.

Rosa M. Guerrero

Administrative Assistant to Mr. Jimmy Haynes

Tel. 956-698-0825

BISD

Mr. Jimmy R. Haynes

Assistant Superintendent for Operations

jhaynes@bisd.us

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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.

Tobacco Prevention & Control Coalition

A Cameron & Willacy County Coalition
Effort of Behavioral Health Solutions

www.unidadtpcc.org

Albert Cavazos
Chair

Aurora Pedraza
Vice - Chair

Micaela M. Rodriguez
Secretary

Sarah Garcia, BA
Treasurer

Community Safe Room
10804 So. Bus. 77
Raymondville, Texas 78550
Phone: (956) 689-2733 ext. 5
rtristan@bhsst.org

1617 E. Tyler St. Ste. D
Harlingen, TX 78550
Phone: (956)-423-0018 ext. 11

Memorandum of Understanding

The Uniting Neighbors In Drug Abuse Defense (UNIDAD) Tobacco Prevention & Control (TPC) Coalition and Brownsville Independent School District agrees to collaborate in an effort to increase the effectiveness and visibility of prevention efforts focusing on tobacco prevention and control providing community-planned, evidence-based comprehensive tobacco prevention and control activities, a School District sector. The UNIDAD TPC Coalition's goal is to educate the communities with expectations to reduce tobacco use, secondhand smoke exposure, and related health disparities among youth and adults.

Our commitment to this collaboration will consist of the following:

1. UNIDAD TPC Coalition Staff will coordinate with UNIDAD TPC Coalition members to conduct monthly coalition meetings; notify members in advance of coalition meeting schedules;

2. UNIDAD TPC Coalition Staff will coordinate and provide training specific to coalition functions and focus;

3. Brownsville Independent School District agrees to participate in implementing the Strategic Prevention Framework in an effort to ensure successful tobacco prevention and control activities are rendered. Participation will include:

    a. Attending meetings related to sub-committee involvement
    b. Provide assistance with epidemiological efforts
    c. Provide assistance with media and education efforts

4. The UNIDAD TPC Coalition Staff and Brownsville Independent School District will cooperate fully by:
    - Notifying each other of local events such as health fairs, conferences, and/or celebrations that relate to or are in line with coalition efforts.
    - Offer networking assistance to strengthen prevention efforts in our community.
    - Refer individuals and/or agencies to each other for presentations and applicable resources.

5. All Behavioral Health Solutions of South Texas staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2).

6. Funding for these services is provided by a grant from the Texas Department of State Health Services and no other fees or cost will be incurred by Brownsville Independent School District.
7. This collaborative agreement will be enforced from **September 1, 2020 through August 31, 2021** and may be amended or terminated by either party by submitting a written request at any time.

Dr. René Gutiérrez
Superintendent
Brownsville Independent School District

Date

Minerva Peña
Board President
Brownsville Independent School District

Date

Dr. Prisci Roca-Tipton
Board Secretary
Brownsville Independent School District

Date



Albert Cavazos
Chair
UNIDAD Tobacco Prevention & Control Coalition

8/25/2020
Date

Tobacco Prevention & Control Coalition

A Cameron & Willacy County Coalition Effort of Behavioral Health Solutions

www.unidadtpcc.org

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Vice - Chair

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    a. Attending meetings related to sub-committee involvement
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7. This collaborative agreement will be enforced from **September 1, 2020 through August 31, 2021** and may be amended or terminated by either party by submitting a written request at any time.

Dr. René Gutiérrez
Superintendent
Brownsville Independent School District

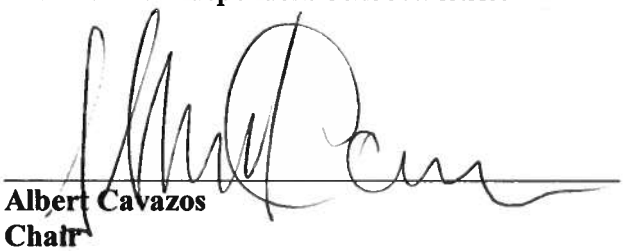
Date

Minerva Peña
Board President
Brownsville Independent School District

Date

Dr. Prisci Roca-Tipton
Board Secretary
Brownsville Independent School District

Date



Albert Cavazos
Chair
UNIDAD Tobacco Prevention & Control Coalition

8/25/2020
Date

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 08/06/19

Item Title: Memorandum of Understanding The Uniting Neighbors In Drug Abuse Defense (UNIDAD)

X Action
___ Information
___ Discussion

BACKGROUND:
The Uniting Neighbors In Drug Abuse Defense (UNIDAD) Tobacco Prevention & Control (TPC) Coalition seeks to collaborate with the Brownsville Independent School District in an effort to increase the effectiveness and visibility of prevention efforts by providing community-planned, evidence-based comprehensive tobacco prevention and education activities. The UNIDAD TPC Coalition's goal is to educate the communities with the expectations to reduce tobacco use, secondhand smoke exposure, and related health disparities among youth and adults.

FISCAL IMPLICATIONS:
No cost to the District

RECOMMENDATION:
Recommend approval to enter into a Memorandum of Understanding between Brownsville Independent School District and The Uniting Neighbors In Drug Abuse Defense (UNIDAD) Tobacco Prevention & Control (TPC) for the purpose of providing tobacco prevention activities and education for BISD students and families. No cost to the District.

Sara Garza
Submitted by: Program Administrator

Dr. Dora E. Sauceda
Recommended by: Assistant Superintendent

Miguel Salinas
Reviewed by: Staff Attorney

Approved for Submission to Board of Education:

Dr. Rene Gutierrez
Superintendent of Schools

When Necessary, Additional Background May Follow This

Tobacco Prevention & Control Coalition

A Cameron & Willacy County Coalition
Effort of Behavioral Health Solutions

www.unidadtpcc.org

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Chair

Dr. Jing Zhang
Vice - Chair

Micaela M. Rodriguez
Secretary

Rosalie Tristan, BA
Treasurer

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Memorandum of Understanding

The Uniting Neighbors In Drug Abuse Defense (UNIDAD) Tobacco Prevention & Control (TPC) Coalition and Brownsville Independent School District agrees to collaborate in an effort to increase the effectiveness and visibility of prevention efforts focusing on tobacco prevention and control providing community-planned, evidence-based comprehensive tobacco prevention and control activities, a School District sector. The UNIDAD TPC Coalition's goal is to educate the communities with expectations to reduce tobacco use, secondhand smoke exposure, and related health disparities among youth and adults.

Our commitment to this collaboration will consist of the following:

1. UNIDAD TPC Coalition Staff will coordinate with UNIDAD TPC Coalition members to conduct monthly coalition meetings; notify members in advance of coalition meeting schedules;

2. UNIDAD TPC Coalition Staff will coordinate and provide training specific to coalition functions and focus;

3. Brownsville Independent School District agrees to participate in implementing the Strategic Prevention Framework in an effort to ensure successful tobacco prevention and control activities are rendered. Participation will include:

    a. Attending meetings related to sub-committee involvement
    b. Provide assistance with epidemiological efforts
    c. Provide assistance with media and education efforts

4. The UNIDAD TPC Coalition Staff and Brownsville Independent School District will cooperate fully by:
    - Notifying each other of local events such as health fairs, conferences, and/or celebrations that relate to or are in line with coalition efforts.
    - Offer networking assistance to strengthen prevention efforts in our community.
    - Refer individuals and/or agencies to each other for presentations and applicable resources.

5. All Behavioral Health Solutions of South Texas staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2).

6. Funding for these services is provided by a grant from the Texas Department of State Health Services and no other fees or cost will be incurred by Brownsville Independent School District.
7. This collaborative agreement will be enforced from **September 1, 2019 through August 31, 2020** and may be amended or terminated by either party by submitting a written request at any time.

Brownsville Independent School District

Rene Gutierrez

SIGNATURE
Dr. Rene Gutierrez
Superintendent of Schools

8/8/19
Date

Albert Cavazos
Co-Chair
UNIDAD Tobacco Prevention & Control Coalition

7/9/19
Date

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 10/06/20

Item Title: Memorandum of Understanding Tropical Texas Behavioral Health and Brownsville ISD

X Action
Information
Discussion

BACKGROUND:

Tropical Texas Behavioral Health (TTBH) provides screening and assessment services to the identified student population for mental health services at campuses or through home visitations. TTBH will collaborate with the District regarding provision of follow-up mental health services and continuity of care for students. Services will be provided on an as needed basis and at times and days mutually agreed upon by TTBH and the District. The Memorandum of Understanding sets guidelines and procedures that clarify the roles and responsibilities between the Brownsville ISD and Tropical Texas Behavioral Health.

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and Tropical Texas Behavioral Health for student mental health services for the 2020-2021 school year. No cost to the District

Sara M. Garza
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent 9/22/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Rosa Maria Guerrero

From: Sara Celis
Sent: Wednesday, September 16, 2020 10:58 AM
To: Rosa Maria Guerrero
Cc: balsalazar@sbcglobal.net
Subject: FW: 2nd Request: Completed: You're copied on "BISD Texas Tropical Behavioral Health MOU 2020-2021"
Attachments: BISD MOU 2020-2021 - signed.pdf

Good morning Rosa,

Below is Mr. Salazar's approval of the attached MOU for Texas Tropical Behavioral Health.

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, September 16, 2020 10:49 AM
To: Sara Celis <scelis@bisd.us>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: Re: 2nd Request: Completed: You're copied on "BISD Texas Tropical Behavioral Health 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 ha e reviewed and approve for signature the latest updated MOU which omitted the indemnification paragraph.

Thanks,
Baltazar Salazar

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

On Sep 16, 2020, at 7:50 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
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From: Sara Celis
Sent: Monday, September 14, 2020 1:38 PM
To: Baltazar Salazar <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>

Subject: FW: Completed: You're copied on "BISD MOU 2020-2021"
Importance: High

Good afternoon Mr. Salazar,

Attached is a revised copy of the Texas Tropical Behavioral Health MOU pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
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From: Rosa Maria Guerrero
Sent: Monday, September 14, 2020 1:36 PM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Sara Celis <scelis@bisd.us>
Subject: FW: Completed: You're copied on "BISD MOU 2020-2021"
Importance: High

Good afternoon Mr. Salinas;

The 1st attachment – BISD MOU 2020-2021 - is to let you know the Indemnity clause has been omitted as per your instructions on e-mail found on 2nd attachment.

Thank you.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Friday, September 11, 2020 11:31 AM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: 4th Request: 11 MOU's from Guidance & Counseling for the 10-06-20 Board Agenda

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 all documents except the following:

UTRGV Americorps- Venue has to be changed to Brownsville, Cameron County, Texas,
and
Texas Tropical Behavioral Health- Indemnity clause has to be omitted.

Thanks,
Baltazar Salazar

Baltazar Salazar, Attorney at Law, pllc
8814 Brae Acres
Houston, Texas 77074
Tel. 713-655-1300
Balsalazar@sbcglobal.net

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

On Thursday, September 10, 2020. 05:04:33 PM CDT, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

I am sending this request again to list all MOU's attached that are pending your review. Please disregard the previous email of attachments.

MEMORANDUM OF AGREEMENT
BETWEEN
TROPICAL TEXAS BEHAVIORAL HEALTH
AND
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

THIS MEMORANDUM OF AGREEMENT (this Memorandum) is entered into between **Tropical Texas Behavioral Health** (TTBH), a community center organized under the provisions of the Texas Health & Safety Code, Chapter 534, and a governmental unit of the State of Texas, and the **Brownsville Independent School District** (District) whose address is 1900 Price Rd, Suite 212, Brownsville, TX 78520, for the purpose of establishing a continuity of care system for persons with mental illness.

In consideration of the mutual agreements contained within this Memorandum of Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, TTBH and District agree as follows:

I.
District Obligations

Services.
a. Identify and refer to TTBH students in need of screening and assessment for behavioral health services.
b. Provide TTBH, its employees or agents access to its campuses for the purpose of establishing a continuity of care system. Such person(s) shall be allowed campus access on an as-needed basis and at times and days mutually agreed upon by TTBH and District.
c. Collaborate with TTBH's worker(s) for the purpose of making referrals to TTBH and for the purpose of providing continued care, assessments and treatment of those students identified as requiring services from TTBH for behavioral health conditions.

Confidentiality. District must maintain the confidentiality of information received during the performance of this Memorandum, including information which discloses confidential personal information or identifies any person served by TTBH, in accordance with applicable federal and state laws.

District agrees to follow, undertake, or institute appropriate procedures of safeguarding client information with particular reference to client identifying information. The term "client identifying information" includes, but is not limited to, a client's medical record, graphs or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc.; any acknowledgment that a person is or has been a client of the facility, TTBH, or other designated Contractor; and protective health information (PHI) as such term is defined by the federal Health Insurance Portability and Accountability Act (HIPAA), as amended. District agrees to comply with HIPAA and all regulations promulgated thereunder, including, but not limited to, all provisions governing the use and disclosure of PHI.

TTBH will provide information requested by District related to TTBH students participating in the Program unless prohibited by federal or state law. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA). TTBH hereby designates District as a school official with a legitimate education 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 District to carry out the Program.

District agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

Non-Discrimination. District will ensure that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the policies of TTBH subject to written consent of Districts students' parental consent. However, a child may consent to counseling for those provisions pursuant in Texas Family Code, Sec. 32.004.

II.
TTBH Obligations

Services.

a. Provide staff, at times mutually agreed upon by TTBH and District, access to campuses for the purpose of conducting intake screenings and assessment of referrals by the District.

b. Provide mental health services, assessments and screenings to the identified student/family population at the designated location or through home visitation.

c. Collaborate with the District regarding provision of follow-up mental health services and assessments to eligible persons.

d. Provide service linkage to students for behavioral health services to include transporting students upon parental consent for services.

e. Provide services to District students and families who have been identified as being in need of these services, as capacity exists.

f. TTBH provide social workers with college degrees (Qualified Mental Health Professionals or QMHP) and licensed Practitioners of the Healing arts (LPHA) to provide services.

g. All TTBH employees assigned to assist the District shall hold the proper licenses and certifications to fulfill his/her job duties as mandated by TTBH and/or the State of Texas.

h. All TTBH employees assigned to the District shall: (1) report to their TTBH manager and follow his/her directives; (2) follow the duties and responsibilities outlined in this agreement; and (3) shall serve students that the District identifies as needing assistance through the referral system established by the District's Family Treatment Program.

i. TTBH employees will be given access to TTBH information systems at the Satellite office and colocation campus sites.

j. TTBH agrees to provide to the District the names, social security numbers and dates of birth of any employee of TTBH that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the TTBH employee as provided by District policy CH (Legal) and Sec. 22.083(b) of the Texas Education Code. Alternatively, TTBH may provide proof or certification, satisfactory to the District, of a criminal record check of the TTBH employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the TTBH employee clears the criminal record check.

k. Any access to student(s) of District shall be at times scheduled by TTBH and the District's Family Treatment Program Prevention Intervention Specialist at each school campus of District. Access to a student must be accompanied by written parental permission delivered to the Family Treatment Program Prevention Intervention Specialist at each campus of District if a student is a minor.

l. In the course of providing Services during the term of this Agreement, if in an exceptional circumstance, TTBH should obtain access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA) 20. U.S.C. 123g, et seq. and the regulations promulgated there under such information is considered confidential and is therefore protected. To the extent that TTBH has access to 'education records' under this Agreement, it is deemed a 'school official' as each of these terms are defined under FERPA. TTBH agrees that it shall not use education records for any purpose other than in the performance of the Agreement. Except as required by law, TTBH shall not

disclose or share education records with any third party unless permitted by the terms of the Agreement to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of TTBH under this Agreement.

m. In the event any person (s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, TTBH will immediately inform District of such request in writing if allowed by law or judicial and/or administrative order. TTBH shall not provide direct access to such data or information or respond to individual requests. TTBH shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the District and shall only provide such data or information to District. It shall by District's sole responsibility to respond to request for data or information received by TTBH regarding Distract data or information. Should TTBH receive a court order or lawfully issued subpoena seeking the release of such data or information. TTBH shall provide immediate notification to District of tis receipt of such court order or lawfully issued subpoena and shall immediately provide District with information, if allowed by law or judicial and/or administrative order.

n. If TTBH experiences a security breach concerning any education record covered buy this Agreement, then TTBH will immediately notify District and take immediate steps to limit and mitigate such security breach to the extent possible. The parties agree that any breach of the confidentiality obligation set forth in this Agreement may, District discretion, result in cancellation of further consideration for and the eligibility for TTBH agrees to indemnify and hold District harmless for any loss, cost, damage or expense suffered by District, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of education records.

o. Upon termination of this Agreement, TTBH shall return and/or destroy all data or information received from District upon, and in accordance with, direction from District. TTBH shall not retain copies of any data or information received from District once District has directed TTBH as to how such information shall be returned to District and/or destroyed. Furthermore, TTBH shall ensure that they dispose of any and all data or information received from District in a District-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

III.
Insurance

District agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omissions policy of insurance that covers District against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. District will furnish copies of said insurance policies and a certificate of insurance to TTBH upon request.

TTBH agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omissions policy of insurance coverage in order to insure TTBH against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. TTBH will furnish copies of said insurance policies and a certificate of insurance to District upon request.

Nothing in this agreement shall be construed or interpreted to mean that the parties are engaged in a partnership, joint enterprise, or other cooperative arrangement other than what is stated in this agreement. The parties agree that they are independent contractors and are not borrowing servants under this agreement. Nothing in this agreement shall be construed or interpreted to mean that this provision requiring insurance by the parties obligates the parties to list the other as a loss beneficiary on any of the above described policies.

IV.
Miscellaneous

Term. This contract will be effective on September 01, 2020 with an expiration on August 31, 2021 and will thereafter renew automatically on an annual basis unless otherwise terminated as provided herein. This contract is subject to appropriated funds. In the event funds are not appropriated this contract will be terminated immediately.

Amendments. This Memorandum of Agreement may only be amended by written agreement between District and TTBH.

Termination. This Memorandum of Agreement may be terminated by either party upon ten (10) days written notice to the other party of its intent to terminate the Memorandum.

Assignment. No assignment of this Memorandum or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.

Entire Agreement. This Memorandum of Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between TTBH and District on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Memorandum shall be valid unless in writing and executed by the parties hereto.

Notice. Except as expressly provided within this Memorandum, any notice required or permitted to be given under this Memorandum must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

DISTRICT
Rene Gutierrez
Superintendent
1900 Price Rd, Suite 212
Brownsville, TX 78520

TTBH
W. Terry Crocker
Chief Executive Officer
P. O. Drawer 1108
Edinburg, TX 78540

or to such other individual and address as provided in writing to the other party by the means specified above. The notice shall be effective on the date of delivery.

Other Agreements. TTBH and District agree that this Memorandum of Agreement shall not constitute a modification, amendment, waiver or change of any of the terms of any prior agreements between these parties.

The parties have executed this Memorandum of Agreement on the dates set forth below their signatures.

BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

_____
Dr. Rene Guiterrez
Superintendent
Date: _____

_____
Minerva Pena
BISD Board President
Date: _____

_____
Dr. Prisci Roca-Tipton
BISD Board Secretary
Date: _____

TROPICAL TEXAS BEHAVIORAL HEALTH

_____
W. Terry Crocker
Chief Executive Officer
Date: Sep 14, 2020

BISD MOU 2020-2021

Final Audit Report 2020-09-14

Created:	2020-09-14
By:	Michelle Nielsen (mnielsen@ttbh.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYEe7dJz4WYfMX20kFXTyJJfEFawz4PYX

"BISD MOU 2020-2021" History

Document created by Michelle Nielsen (mnielsen@ttbh.org)
2020-09-14 - 4:11:57 PM GMT- IP address: 71.78.223.130

Document emailed to Terry Crocker (tcrocker@ttbh.org) for signature
2020-09-14 - 4:12:23 PM GMT

Email viewed by Terry Crocker (tcrocker@ttbh.org)
2020-09-14 - 4:24:32 PM GMT- IP address: 70.123.85.85

Document e-signed by Terry Crocker (tcrocker@ttbh.org)
Signature Date: 2020-09-14 - 6:06:46 PM GMT - Time Source: server- IP address: 70.123.85.85

Signed document emailed to saragarza@bisd.us, Terry Crocker (tcrocker@ttbh.org) and Michelle Nielsen (mnielsen@ttbh.org)
2020-09-14 - 6:06:46 PM GMT

Adobe Sign

2019 MOU

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 08/06/19

Item Title: Memorandum of Understanding Tropical Texas Behavioral Health for the 2019-2020 school year

X Action
___ Information
___ Discussion

BACKGROUND:
Tropical Texas Behavioral Health (TTBH) provides mental health services, assessment and screening to the identified student/family population at campuses or thorough home visitation. TTBH will collaborate with the District regarding provision of follow-up mental health services and assessment to eligible students, provide service linkage to students for mental health services, and provide services to District students and families who have been identified as being in need of these services. Services will be provided on an as needed basis and at times and days mutually agreed upon by TTBH and the District. The Memorandum of Understanding sets guidelines and procedures that clarify the roles and responsibilities between the Brownsville I.S.D. and Tropical Texas Behavioral Health.

FISCAL IMPLICATIONS:
None

RECOMMENDATION:
Recommend approval to enter into a Memorandum of Understanding between Brownsville Independent School District and Tropical Texas Behavioral Health for mental health services for the 2019-2020 school year. This MOU is at no cost to the District.

Sara Garza
Submitted by: Program Administrator

Dr. Dora E. Sauceda
Recommended by: Assistant Superintendent

Miguel Salinas
Reviewed by: Staff Attorney

Approved for Submission to Board of Education:

Dr. Rene Gutierrez
Superintendent of Schools

When Necessary, Additional Background May Follow This.

MEMORANDUM OF AGREEMENT
BETWEEN
TROPICAL TEXAS BEHAVIORAL HEALTH
AND
Brownsville ISD

THIS MEMORANDUM OF AGREEMENT (this Memorandum) is entered into by **Tropical Texas Behavioral Health** (TTBH), a community center organized under the provisions of the Texas Health & Safety Code, Chapter 534, and a governmental unit of the State of Texas, and the Brownsville ISD (District) whose address is 1900 Price Road, Suite 212, Brownsville, TX 78520, for the purpose of establishing a continuity of care system for persons with mental illness.

In consideration of the mutual agreements contained within this Memorandum of Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, TTBH and District agree as follows:

I.
District Obligations

Services.

a. Identify and refer to TTBH students in need of screening and assessment for behavioral health services.

b. Provide TTBH, its employees or agents access to its campuses for the purpose of establishing a continuity of care system. Such person(s) shall be allowed campus access on an as needed basis and at times and days mutually agreed upon by TTBH and District.

c. Collaborate with the TTBH's worker(s) for the purpose of making referrals to TTBH and for the purpose of providing continued care, assessments and treatment of those students identified as requiring services from TTBH for behavioral health conditions.

Confidentiality. District must maintain the confidentiality of information received during the performance of this Memorandum, including information which discloses confidential personal information or identifies any person served by TTBH, in accordance with applicable federal and state laws.

District agrees to follow, undertake, or institute appropriate procedures of safeguarding client information with particular reference to client identifying information. The term "client identifying information" includes, but is not limited to, a client's medical record, graphs or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc.; any acknowledgment that a person is or has been a client of the facility, TTBH, or other designated Contractor; and protective health information (PHI) as such term is defined by the federal Health Insurance Portability and Accountability Act (HIPAA), as amended. District agrees to comply with HIPAA and all regulations promulgated thereunder, including, but not limited to, all provisions governing the use and disclosure of PHI.

Non-Discrimination. District will ensure that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the policies of TTBH.

II.
TTBH Obligations

Services.

a. Provide staff, at times mutually agreed upon by TTBH and District, access to campuses for the purpose of conducting intake screenings and assessment of referrals by the District.

b. Provide mental health services, assessments and screenings to the identified student/family population at the designated location or through home visitation.

c. Collaborate with the District regarding provision of follow-up mental health services and assessments to eligible persons.

d. Provide service linkage to students for mental health services.

e. Provide services to District students and families who have been identified as being in need of these services, as capacity permits.

f. TTBH agrees to provide to the District the names, social security numbers and dates of birth of any employee of TTBH that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the TTBH employee as provided by District policy CH (Legal) and Sec. 22.083 of the Texas Education Code. Alternatively, TTBH may provide proof or certification, satisfactory to the District, of a criminal record check of the TTBH employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the TTBH employee clears the criminal record check.

g. Any access to student(s) of District shall be at times scheduled by TTBH and the lead counselor at each school campus of District. Access to a student must be accompanied by written parental permission delivered to the lead counselor at each campus of District if a student is a minor.

III.
Insurance

District agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omissions policy of insurance that covers District against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. District will furnish copies of said insurance policies and a certificate of insurance to TTBH upon request.

TTBH agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omissions policy of insurance that covers TTBH against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. TTBH will furnish copies of said insurance policies and a certificate of insurance to District upon request.

Nothing in this agreement shall be construed or interpreted to mean that the parties are engaged in a partnership, joint enterprise, or other cooperative arrangement other than what is stated in this agreement. The parties agree that they are independent contractors and are not borrowing servants under this agreement. Nothing in this agreement shall be construed or interpreted to mean that this provision requiring insurance by the parties obligates the parties to list the other as a loss beneficiary on any of the above described policies.

IV.
Miscellaneous

Term. This Memorandum of Agreement will be effective on 09/01/2019 with an expiration on 08/31/2020 and will thereafter renew automatically on an annual basis unless otherwise terminated as provided herein. This memorandum of agreement is subject to appropriated funds. In the event funds are not appropriated this memorandum of agreement will be terminated immediately.

Amendments. This Memorandum of Agreement may only be amended by written agreement between District and TTBH.

Termination. This Memorandum of Agreement may be terminated by either party upon ten (10) days written notice to the other party of its intent to terminate the Memorandum.

Assignment. No assignment of this Memorandum or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.

Entire Agreement. This Memorandum of Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between TTBH and District on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Memorandum shall be valid unless in writing and executed by the parties hereto.

Notice. Except as expressly provided within this Memorandum, any notice required or permitted to be given under this Memorandum must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

DISTRICT
Dr. Rene Gutierrez
Superintendent
1900 Price Road, Suite 212
Brownsville, TX 78520

TTBH
W. Terry Crocker
Chief Executive Officer
P. O. Drawer 1108
Edinburg, TX 78540

or to such other individual and address as provided in writing to the other party by the means specified above. The notice shall be effective on the date of delivery.

Other Agreements. TTBH and District agree that this Memorandum of Agreement shall not constitute a modification, amendment, waiver or change of any of the terms of any prior agreements between these parties.

The parties have executed this Memorandum of Agreement on the dates set forth below their signatures.

Brownsville ISD

Dr. Rene Gutierrez
Superintendent
Date: 8/8/19

Tropical Texas Behavioral Health

W. Terry Crocker
Chief Executive Officer
Date: 5-9-19

Brownsville Independent School District

Agenda Category: General Function Contracts/MOU **Board of Education Meeting:** 10/06/20

Item Title: The University of Texas Rio Grande Valley AmeriCorps and Brownsville Independent School District

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

BACKGROUND:

The University of Texas Rio Grande Valley AmeriCorps will provide services for BISD students and parents to complete the college admission process that includes college test preparation, financial aid college applications, advising, registration and orientation to any college and university. The Memorandum of Understanding sets guidelines and procedures that clarify the roles and responsibilities between Brownsville ISD and the University of Texas Rio Grande Valley and participating schools under the BISD. AmeriCorps mentors will assist BISD students at Hanna ECHS, Porter ECHS, Pace ECHS, Rivera ECHS, Lopez ECHS and Veterans Memorial ECHS campus Go Centers at no cost to the District for the 2020-2021 school year.

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and the University of Texas Rio Grande Valley AmeriCorps for the purpose of providing AmeriCorps mentors at the six comprehensive ECHS to assist students/parents with college planning and enrollment services to any college and university for the 2020-2021 school year. No cost to the District.

Sara M. Garza
Submitted by: Principal Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent
9/22/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Thursday, September 17, 2020 3:00 PM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: UTRGV AmeriCorps Revised 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 revised MOU for signature.

Thanks,
Baltazar Salazar

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

> On Sep 17, 2020, at 2:10 PM, Sara Celis <scelis@bisd.us> wrote:
>
> Good afternoon Mr. Salazar,
>
> Attached is the revised MOU for UTRGV AmeriCorps pending your review and approval. Below are your comments.
>
> Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.
>
> Sincerely,
> *Sara Celis*
>
> **Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379**
> Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
> Go Green! Please do not print unless completely necessary.
>
> **CONFIDENTIALITY STATEMENT:** This message and all attachments are confidential and may be protected by the attorney-client and other privileges. Any review, use, dissemination, forwarding, printing, copying, disclosure or distribution by persons other than the intended recipients is prohibited and may be unlawful. You must delete this message and any copy of it (in any form) without disclosing it. Unless expressly stated in this e-mail, nothing in this message should be construed as a digital or electronic signature.

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The University of Texas Rio Grande Valley
Brownsville • Edinburg • Harlingen

Memorandum

TO: **Mr. Rick Anderson**

FROM: **Jael Perez**
AmeriCorps Program Director/Associate Director of Financial Aid

Date: **September 14, 2020**

Subject: AmeriCorps Grant-Agreement for 2020/2021 with Brownsville ISD

The UTRGV AmeriCorps agreement for Brownsville ISD had previously been singed in the month of June. However, the Brownsville ISD board had some delays in reviewing the agreement. Upon recent review of the previously signed MOU, it was brought up to my attention that under the Venue section, I erroneously indicated Hidalgo County instead of Cameron County as has been the case in previous years for this agreement.

This is the only item that has changed from the previously signed agreement. Please feel free to contact me if you have questions.

Agreement provided for:

- Brownsville Independent School District

Jael Perez
956-665-2958
Jael.perez@utrgv.edu

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INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this "**Contract**") is entered into effective August 31, 2020 ("**Effective Date**"), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: **Brownsville Independent School District (BISD),** a local entity of the State of Texas.

Performing Party: **University of Texas Rio Grande Valley (UTRGV),** an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to promote college awareness (**the "Project"**). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services ("**services**"):

- Assign AmeriCorps members for academic year (2020-2021) to a designated Lab or Go-Center for academic engagement activities to promote college awareness and participate among students and parents providing a maximum of 20 hours of service per week, over a 9 month period.
- Train members on how to spread the college-going message among students and parents that college is affordable, possible and desirable;
- Recruit, screen, deploy, and monitor AmeriCorps members to assist students at the lab assigned by the high school.
- Oversee student (member) academic progress; assist with postsecondary matriculation decisions and processes. Additional daily tasks will include facilitating the enrollment process to any university of their choice. (Admissions, Testing, Financial Aid, Advising, Registration, and Orientation)
- UTRGV agrees to provide to the District the names, social security numbers and dates of birth of any employee of UTRGV or AmeriCorps that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the UTRGV or AmeriCorps member as provided by District policy (Legal) and Section 22.083(b) of the Texas Education Code. Alternatively, UTRGV or AmeriCorps may provide proof or certification, satisfactory to the District, of a criminal record check of the UTRGV or AmeriCorps employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the UTRGV or AmeriCorps employee clears the criminal record check.
- Monitor the activities of the project through monthly reports from members and report to the AmeriCorps Agency.
- BISD acknowledges that as a service provider under agreement with BISD that UTRGV or AmeriCorps has a legitimate educational interest in the student data and information contained in the educational records provided to them in the execution of providing services to the District. UTRGV or AmeriCorps agrees to keep confidential all educational records obtained by them and to comply with the Family Educational Rights and Privacy

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Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by UTRGV or AmeriCorps shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s).

Receiving Party will be performing the following services:

- Establish a permanent physical location for the UTRGV AmeriCorps program. Members and students must have uninterrupted accessibility to computers and internet access, a Lab or Go-Center is a preferred location; the lab is required to have a minimum of eight computers.
- Provide Alpha Roster, including academic ranking from last academic year to AmeriCorps program members that will be kept at a secure place within the lab and will not be taken out of the school.
- Select students to be a part of the AmeriCorps program and must be allowed to meet twice a week with AmeriCorps members, except when state mandated exams are taking place.
- High School will need to provide a system in which students will be called out of their elective periods.
- Encourage the establishment of a student-led center in a classroom or lab to maximize a college going culture.
- Designate an adult sponsor to oversee the operation and supervision of the AmeriCorps members. This sponsor must either be a school employee or someone authorized by the school to have access to students and school facilities (such as a counselor).
- Display college readiness materials including FAFSA forms, Apply Texas Applications, community college applications and other items.
- Encourage teachers and students to use the UTRGV AmeriCorps Lab and infuse curriculum with activities that foster an expectation of college attendance (i.e. reinforcing the knowledge that a postsecondary education is affordable and possible, and the belief that it is desirable).

The Go Center Sponsor will:

- Communicate regularly with UTRGV AmeriCorps Program Director, or other designated program staff to provide feedback on UTRGV AmeriCorps program.
- Provide assistance to the UTRGV AmeriCorps members in their daily activities.
- Create awareness about the services offered by the program to all high school staff and community.
- Provide daily supervision of the UTRGV AmeriCorps members.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11 *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Chapter 79 *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

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TERM:

The participating parties agree to the terms outlined above for the duration of the academic year 2020 - 2021.

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party:
Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78521

with copy to:
Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78521
Email: sara.garza@bisd.us
Attention: Sara Garza

If to Performing Party:
University of Texas Rio Grande Valley
1201 University Blvd., ESSBL 5.101
Edinburg, Texas 78539
Attention: Mr. Rick Anderson

with copy to:
University of Texas Rio Grande Valley
1201 W University Drive, ESSBL 3.104
Edinburg, Texas 785439
Attention: Dr. Magdalena Hinojosa

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, *Texas Government Code*, then Performing Party will send that notice to Receiving Party as follows:

Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78521

DocuSign Envelope ID: 10604B07-5A61-46DA-9051-B03F74A99EAB

with copy to: Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78521
Email: sara.garza@bcisd.us
Attention: Sara Garza

or other person or address as may be given in writing by Receiving Party to Performing Party in accordance with this Section.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Either party may terminate this Contract without cause on thirty (30) days written notice to the other party.

OTHER PROVISIONS:

Access by Individuals with Disabilities. Performing Party represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to Receiving Party under this Contract (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Performing Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants that it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Performing Party is unable to do so, then Receiving Party may terminate this Contract and Performing Party will refund to Receiving Party all amounts Receiving Party has paid under this Contract within thirty (30) days after the termination date. Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by Title 1, Rule §213.38(g) of the *Texas Administrative Code*.

Venue; Governing Law. Cameron County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds

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pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

Brownsville Independent School District

By: _____

Name: Dr. René Gutiérrez

Title: BISD Superintendent

Date: _____

By: _____

Name: Minerva Peña

Title: BISD Board President

Date: _____

By: _____

Name: Dr. Prisci Roca-Tipton

Title: BISD Board Secretary

Date: _____

PERFORMING PARTY:

University of Texas Rio Grande Valley

By: Magdalena Hinojosa

Name: Dr. Magdalena Hinojosa

Title: Vice President for Strategic Enrollment

Date: _____

DocuSigned by:

By: Rick Anderson

905E97B3229547A...

Name: Mr. Rick Anderson

Title: Executive Vice President for Finance and Administration

Date: _____

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 08/06/19

Item Title: Memorandum of Understanding UTRGV AmeriCorps Program and BISD for 2019-2020 school year

X Action
___ Information
___ Discussion

BACKGROUND:

AmeriCorps will provide services and other resources, including material that will engender the understanding and acceptance among students and parents to complete all the necessary steps relating to test preparation, financial aid and admission applications for college acceptance. The Memorandum of Understanding sets guidelines and procedures that clarify the roles and responsibilities between Brownsville I.S.D. and the University of Texas Rio Grande Valley and participating schools under the Brownsville Independent School District. AmeriCorps mentors will assist BISD students at Hanna ECHS, Porter ECHS, Pace ECHS, Rivera ECHS, Lopez ECHS and Veterans Memorial ECHS "GO Centers" at no cost to the District for the 2019-2020 school year.

FISCAL IMPLICATIONS:

No Cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and the University of Texas Rio Grande Valley for the purpose of providing AmeriCorps mentors to assist students/parents with necessary steps relating to test preparation, financial aid and admission applications for college acceptance at no cost to the District for the 2019-2020 school year. This MOU is at no cost to the District.

Sara Garza
Submitted by: Program Administrator

Dr. Dora E. Sauceda
Recommended by: Assistant Superintendent

Miguel Salinas
Reviewed by: Staff Attorney

Approved for Submission to Board of Education:

Dr. Rene Gutierrez
Superintendent of Schools

When Necessary, Additional Background May Follow This.

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (this "**Contract**") is entered into effective August 31, 2019 ("**Effective Date**"), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: **Brownsville Independent School District (BISD)**, a local entity of the State of Texas.

Performing Party: **University of Texas Rio Grande Valley (UTRGV)**, an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to promote college awareness (the "**Project**"). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services ("**services**"):

- Assign AmeriCorps members for academic year (2019-2020) to a designated Lab or Go-Center for academic engagement activities to promote college awareness and participate among students and parents providing a maximum of 20 hours of service per week, over a 9 month period.
- Train members on how to spread the college-going message among students and parents that college is affordable, possible and desirable;
- Recruit, screen, deploy, and monitor AmeriCorps members to assist students at the lab assigned by the high school.
- Oversee student (member) academic progress; assist with postsecondary matriculation decisions and processes. Additional daily tasks will include facilitating the enrollment process to any university of their choice. (Admissions, Testing, Financial Aid, Advising, Registration, and Orientation)
- UTRGV agrees to provide to the District the names, social security numbers and dates of birth of any employee of UTRGV or AmeriCorps that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the UTRGV or AmeriCorps member as provided by District policy (Legal) and Section 22.083(b) of the Texas Education Code. Alternatively, UTRGV or AmeriCorps may provide proof or certification, satisfactory to the District, of a criminal record check of the UTRGV or AmeriCorps employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the UTRGV or AmeriCorps employee clears the criminal record check.
- Monitor the activities of the project through monthly reports from members and report to the AmeriCorps Agency.
- BISD acknowledges that as a service provider under agreement with BISD that UTRGV or AmeriCorps has a legitimate educational interest in the student data and information contained in the educational records provided to them in the execution of providing services to the District. UTRGV or AmeriCorps agrees to keep confidential all educational records obtained by them and to comply with the Family Educational Rights and Privacy

Act (FERPA) (20 U.S.C. § 1232g;34 CFR Part 99). Disclosure to third parties by UTRGV or AmeriCorps shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s).

Receiving Party will be performing the following services:

- Establish a permanent physical location for the UTRGV AmeriCorps program. Members and students must have uninterrupted accessibility to computers and internet access, a Lab or Go-Center is a preferred location; the lab is required to have a minimum of eight computers.
- Provide Alpha Roster, including academic ranking from last academic year to AmeriCorps program members that will be kept at a secure place within the lab and will not be taken out of the school.
- Select students to be a part of the AmeriCorps program and must be allowed to meet twice a week with AmeriCorps members, except when state mandated exams are taking place.
- High School will need to provide a system in which students will be called out of their elective periods.
- Encourage the establishment of a student-led center in a classroom or lab to maximize a college going culture.
- Designate an adult sponsor to oversee the operation and supervision of the AmeriCorps members. This sponsor must either be a school employee or someone authorized by the school to have access to students and school facilities (such as a counselor).
- Display college readiness materials including FAFSA forms, Apply Texas Applications, community college applications and other items.
- Encourage teachers and students to use the UTRGV AmeriCorps Lab and infuse curriculum with activities that foster an expectation of college attendance (i.e. reinforcing the knowledge that a postsecondary education is affordable and possible, and the belief that it is desirable).

The Go Center Sponsor will:

- Communicate regularly with UTRGV AmeriCorps Program Director, or other designated program staff to provide feedback on UTRGV AmeriCorps program.
- Provide assistance to the UTRGV AmeriCorps members in their daily activities.
- Create awareness about the services offered by the program to all high school staff and community.
- Provide daily supervision of the UTRGV AmeriCorps members.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11 *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Chapter 79 *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

TERM:

The participating parties agree to the terms outlined above for the duration of the academic year 2019 - 2020.

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78521

with copy to: Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78521
Email: sara.garza@bisd.us
Attention: Sara Garza

If to Performing Party: University of Texas Rio Grande Valley
1201 University Blvd., ESSBL 5.101
Edinburg, Texas 78539
Attention: Mr. Rick Anderson

with copy to: University of Texas Rio Grande Valley
1201 W University Drive, ESSBL 3.104
Edinburg, Texas 785439
Attention: Dr. Magdalena Hinojosa

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, *Texas Government Code*, then Performing Party will send that notice to Receiving Party as follows:

Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78521

with copy to: Brownsville Independent School District
1900 Price Road
Brownsville, Texas 78521
Email: sara.garza@bcisd.us
Attention: Sara Garza

or other person or address as may be given in writing by Receiving Party to Performing Party in accordance with this Section.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Either party may terminate this Contract without cause on thirty (30) days written notice to the other party.

OTHER PROVISIONS:

Access by Individuals with Disabilities. Performing Party represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to Receiving Party under this Contract (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Performing Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants that it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Performing Party is unable to do so, then Receiving Party may terminate this Contract and Performing Party will refund to Receiving Party all amounts Receiving Party has paid under this Contract within thirty (30) days after the termination date. Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by Title 1, Rule §213.38(g) of the *Texas Administrative Code*.

Venue; Governing Law. Hidalgo County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds

pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

Brownsville Independent School District

By: Rene Gutierrez

Name: Dr. Rene Gutierrez

Title: Superintendent of Schools

Date: 8/8/19

PERFORMING PARTY:

University of Texas Rio Grande Valley

By: Magdalena Hinojosa

Name: Dr. Magdalena Hinojosa

Title: Vice President for Strategic Enrollment

Date: 6/18/19

By: Rick Anderson

Name: Mr. Rick Anderson

Title: Executive Vice President for Finance and Administration

Date: 6/18/19

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 10/06/20

Item Title: Memorandum of Understanding Brownsville ISD and ECI Program

X Action
___ Information
___ Discussion

BACKGROUND:

Administration is requesting the annual approval for the Memorandum of Understanding between Brownsville ISD and the Early Childhood Intervention (ECI) program under the coordination of the Region I Educational Service Center (ESC). BISD and the Region I ECI program work in partnership to help children under three years of age who have developmental delays and transition these children into the school system when age appropriate. This agreement is subject to needs of the eligible students and the district. Services include screenings and evaluations, programming, service coordination, and transition services as needed. District's legal counsel has reviewed this agreement.

FISCAL IMPLICATIONS:

No cost to the district.

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between the Brownsville Independent School District and Early Childhood Intervention (ECI) Program under the coordination of Region I ESC to provide services for qualifying infants, toddlers, and their families for the 2020-2021 school year. No cost to the District.

Adriana Q. Lippa
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nellie Cantu
Approved by: Deputy Superintendent
9/22/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Wednesday, September 09, 2020 6:54 PM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: 2nd Request: 2020-2021 Region One, ESC, & ECI MOU - October 6, 2020 Agenda Item

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 Sep 8, 2020, at 8:06 AM, Sara Celis <scelis@bisd.us> wrote:
>
> The attached is pending your review and approval.
>
> Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.
>
> Sincerely,
> *Sara Celis*
>
> **Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379**
> Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
> Go Green! Please do not print unless completely necessary.
>
> **CONFIDENTIALITY STATEMENT:** This message and all attachments are confidential and may be protected by the attorney-client and other privileges. Any review, use, dissemination, forwarding, printing, copying, disclosure or distribution by persons other than the intended recipients is prohibited and may be unlawful. You must delete this message and any copy of it (in any form) without disclosing it. Unless expressly stated in this e-mail, nothing in this message should be construed as a digital or electronic signature.
>
> 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

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 548-8000 Fax: (956) 548-8019

Dr. René Gutierrez
Superintendent of Schools

Received SEP - 2 Staff Attorney

TRANSMITTAL

TO: Miguel Salinas
Legal Counsel

THRU: Dr. Nellie Cantu
Deputy Superintendent

THRU: Dr. Timothy Cuff
Assistant Superintendent

FROM: Adriana Q. Lippa
Special Services Administrator

DATE: 09/02/2020

RE: Memorandum of Understanding Brownsville ISD and the Region One Educational Service Center (ESC) Early Childhood Intervention (ECI) Program

[ ] For Your Signature
[ ] For Your Information
[x] For Your Approval
[x] For Your Review

MESSAGE: Please review the Memorandum of Understanding between Brownsville Independent School District and the Region One ESC Early Childhood Intervention Program (ECI) for the 2020-2021 school year. Please contact me if you have any questions or need additional information. Upon your review and approval, please forward the attached documents for placement on the October 6, 2019 board agenda.

Thank you.

HEALTH AND HUMAN SERVICES COMMISSION
EARLY CHILDHOOD INTERVENTION SERVICES

TEXAS Health and Human Services | Medical and Social Services

LOCAL MEMORANDUM OF UNDERSTANDING
FISCAL YEAR 2020-2021

I. General Contact Information

II. Transition Notification

III. Transition Conference

IV. Services to ECI Enrolled Children with Auditory and/or Vision Impairments

I. General Contact Information

ECI Program:	**Region One ESC/ECI Program** 1900 W. Schunior, Edinburg, TX 78541 Phone: 956-984-6131 Fax: 956-984-7648 www.esc1.net
ECI Administrator:	**Theresa Cantu** 956-984-6131 marycantu@esc1.net
ECI Supervisors: Hidalgo County	**Esmeralda Mora** 956-984-6160 emora@esc1.net
Cameron County	**Celina Perez** 956-504-9422 cgperez@esc1.net
Local Education Agency:	**Brownsville ISD** 2467 E. Price Rd. Brownsville, TX 78520 Phone: 956-548-8000 Fax 956-548-8446 www.bisd.us
Special Education Director	Adriana Lippa-Interim 956-548-8400 alippa@bisd.us
Primary Contact for Transition:	Lily Barbosa 956-548-8400 956-698-1166 Fax libarbosa@bisd.us
Primary Contact for AI services:	Dr. Catherine Fletcher 956-548-8400 cfletcher@bisd.us
Primary Contact for VI services:	Helen Abbott 956-956-8400 www.emabbott@bisd.us
Orientation & Mobility services:	Sixto De Angel 956-548-8400 956-698-0797 Fax sdelangel@bisd.us
Special Information or contact For summer months:	Sylvia Barguiarena 956-548-8400 956-698-1166 Fax sabarguiarena@bisd.us

II. TRANSITION NOTIFICATION

ECI Responsibilities:

1. ECI determines if child is potentially eligible for special education services under Part B of IDEA.

2. Prior to notifying the appropriate LEA that a child is potentially eligible for Part B services, ECI provides written notification to the child's parent advising the parent of:

   a. The information that will be disclosed, including the limited personally identifiable information (child's name, child's date of birth, parent's name, address, and telephone number), and the home language of the child;
   b. The scheduled LEA notification date; and
   c. The right to opt out of the disclosure in writing at any time up until the time of the scheduled LEA notification date.

3. For a child whose parent has not opted out of the disclosure within the prescribed timeline, ECI notifies the LEA at least 90 days before the child's third birthday that the child is potentially eligible for Part B services.

4. When ECI provides notification of a potentially eligible child less than 90 days before the child's third birthday, ECI provides a written explanation to the LEA stating the reason for the delay:

   a. The parent previously declined the referral
   b. Enrollment in ECI occurred when the child was between 33 and 36 months of age, or
   c. Program reasons delayed the referral.

5. If a child is enrolled late in ECI services (fewer than 90 days and more than 45 days before the child's third birthday), ECI determines as soon as possible whether the child is potentially eligible for Part B services. If the child is determined to be potentially eligible for Part B services, ECI provides notification to the LEA as soon as possible, unless the parent opts out of the disclosure in writing.

6. If a child is referred to ECI fewer than 45 days before the child's third birthday and the child may be potentially eligible for Part B services, ECI, with parental consent will refer the child to the LEA for a Part B eligibility determination. ECI is not required to determine the child's eligibility for ECI services in the situation.

7. With parental consent, ECI refers all children who have or are suspected of having an AI or a VI to the LEA for an evaluation by a teacher certified to teach children with AI or VI, whichever is appropriate.

LEA Responsibilities:

1. LEAs understand that receiving notification of a child who is potentially eligible for Part B services constitutes a referral to the Part B system and that steps must be taken to initiate the evaluation process to determine whether the child is eligible for Part B services.

2. LEAs coordinate efforts with ECI programs to support parent involvement in the transition planning process.

III. Transition Conference

1. ECI obtains parental consent from the parents in order to contact the school district.

2. If a child is determined potentially eligible for LEA services, ECI obtains parental consent to contact the LEA to schedule a transition conference no fewer than 90 days prior to the child's third birthday, and at the discretion of all parties, not more than nine months before the child's third birthday to discuss any services the child may receive under Part B.

3. The request for the transition conference will be faxed or scanned through email along with a copy of the parental consent for release of information. Once scheduled, the LEA personnel will invite other district staff that they want to attend, including VI and AI teachers, if applicable.

4. A face to face transition conference must be held at least 90 days before the child's third birthday.

5. To assist the LEA in determining eligibility, ECI with parent consent, must send the LEA the most recent (within the year):
    a. Evaluations (i.e. current Vision and Hearing report from doctor or nurse, etc.);
    b. Assessments;
    c. IFSP's

    The transition conference may be held at the family's home, at a school campus, or at another mutually agreed upon location. With parental consent, in addition to the family, the following individuals should also attend the meeting: ECI staff, a school representative, HHSC Division for Blind Services specialist if the child has a vision impairment, or HHSC Office of Deaf and Hard of Hearing Services regional specialist if a child has a hearing impairment.

6. The LEA referral Packet is filled out following the transition meeting.

7. A Full Individual Evaluation (FIE) and /or a speech evaluation are completed by the school district.

8. The Admission, Review, Dismissal (ARD) meeting is scheduled and held.
    ECI is invited if school personnel or parents request their presence, but ECI attendance is not mandatory at the ARD meeting.

9. ECI continues to provide early intervention services to the child until the Child's third Birthday even if the ARD meeting has occurred and the Individual Education Plan (IEP) has been signed. However, ECI stops Providing services to the child when:

    - the child reaches his or her third birthday
    - the parent requests to no longer receive early intervention services;
      or
    - the child begins receiving the same services from the LEA.

10. The child begins receiving services from the school district on his or her 3rd birthday. However, if the child's third birthday occurs during the Summer, the IEP team determines the start date of the IEP.

11. If the child will be going to Head Start and receiving services from the School district, ECI, with parental consent, will contact the school district staff and the Head Start staff attend the transition conference.

12. In order to ensure a smooth transition from ECI to the school district, transition conference, which are due during the summer months, will be Scheduled before May.

IV. Services to ECI Enrolled Children with Auditory and/or Vision Impairments

1. ECI conducts a vision and a hearing screening on every referral.

2. If vision or hearing loss is suspected, ECI refers, with parental consent, for an audiological exam, ontological exam and/or an exam by an ophthalmologist using TEA recommended forms. The referral must be made within 5 working days from failure of the screening. If the child already under the care of an ENT or ophthalmologist, ECI staff will obtain parental consent to obtain the most recent test results.
3. ECI is only responsible for providing ophthalmological, optometric, audiological and ontological evaluations when required for determining eligibility for ECI services.

4. If ECI receives a completed medical report that indicates vision or auditory impairment, ECI refers the child to the LEA, HHSC Division for Blind Services and Regional Day School Program for the Deaf, with parental consent, within five days of receiving the report.

5. The specialized AI and VI district staff will provide information and support to ECI staff during the referral-assessment phase as long as there is parental consent.

6. The ECI "Prior Written Notice for Eligibility Determination, Service Implementation and Discontinuation of Services" form must be used for all test administered by the LEA.

7. Children whose assessment results indicate an vision loss are referred to the LEA for a Functional Vision Evaluation (FVE), a Learning Media Assessment (LMA), and an Orientation and Mobility Evaluation (OME).

8. Children whose assessment results indicate an auditory loss are referred to the LEA for a communication assessment.

9. The AI or VI teacher provides the evaluation and eligibility determinations for ECI services. Therefore, it is imperative that a complete copy of the AI and/or VI assessment tool and report are provided to ECI by the LEA upon eligibility determination. Preferably, these tests are conducted as part of the initial assessment for ECI using the team approach and avoiding extra meetings for the family.

10. The Individual Family Service Plan (IFSP) meeting is held to develop the IFSP. The AI and/or VI teacher is required to attend initial and annual IFSP meetings. The AI and or VI teacher is not required to attend other IFSP meeting (Complete Reviews) when issues related to AI/VI services are not affected by the changes.

11. ECI provides teachers with a 10-day written notice of the meeting. The teachers may agree to hold the meeting sooner than the 10 days. AI and VI teachers review and sign all revisions to the IFSP, even if they do not attend the meetings.

12. Information that the school district and ECI need for the child's permanent folder is:

a. ECI will give copies of the following to the LEA:

For AI: Otological assessment (Part A)
Audiological Assessment (Part B)

For VI: Texas Eye Medical Report

For Both: IFSP including all IFSP reviews

b. The LEA will give copies of the following to ECI:

For AI: Communication Assessment (Part C)

For VI: Functional Vision Evaluation (FVE)
Learning Media Assessment (LMA)
Orientation and Mobility Evaluation (OME)

13. The AI and VI teachers provide services to ECI children as designated in the IFSP.

14. The AI and VI teacher assist ECI in meeting HHSC ECI federal indicator 1 by complying to begin the initial service no later than 28 days after the IFSP is signed by the parent.

15. If AI or VI teachers become aware of any changes in family circumstances, that information is communicated to the ECI program case manager (i.e., no shows, change of address, etc.) and vice versa. Any recommended changes in services provision (including frequency and intensity) requires an IFSP meeting.

16. Progress notes are kept by the AI and VI teacher to document the status and occurrences for each case. Progress notes are submitted to the ECI program on a weekly basis as services are rendered.

17. ECI is responsible for providing services all year round. Services to children with auditory and visual impairments must follow what is designated in the IFSP including the summer months.

This MOU will be reviewed annually. This MOU is effective upon the signature by all the parties and shall continue in effect until 08/31/2021.

LEA Representative Date



09.01.2020

ECI Representative Date

Superintendent of Schools Date

BISD Legal Counsel Date

References and Resources

HHSC.ECI webpage
www.hhsc.texas.gov

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Region One ECI Program

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:** 10/6/20

Item Title: 2020-2021 Letters of Agreement for BISD Adult Continuing Education Consortium for Cameron County

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

BACKGROUND:

The Brownsville Independent School District's Adult Continuing Education Consortium for Cameron County is funded through state and federal monies to provide ABE/ASE (Adult Basic Education/Adult Secondary Education), HSE (High School Equivalency), ESL (English as a Second Language) classes and certification for in demand occupations throughout the Cameron County area. These programs deliver educational skills to educationally disadvantaged youth and adults throughout Cameron County. 2020-2021 partnerships will include: Santa Rosa ISD, Cameron County Health and Human Services-Father O'Brien Community Health Clinic.

FISCAL IMPLICATIONS:

In-Kind facilities are provided at no cost to the district. Texas Workforce Commission Grant Award:
TOTAL GRANT AWARD - $1,573,713

RECOMMENDATION:

Recommend approval to enter into an Agreement with Cameron County Community Service Centers and School Districts to provide Adult Basic Education/Adult Secondary Education, High School Equivalency, English as Second Language and certification for in demand occupations classes for the 2020-2021 school year at no cost to the District.

Reyes R. Rivera
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent 9/22/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Wednesday, September 09, 2020 6:46 PM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: 2020-2021 Santa Rosa ISD & Father O'Brien Agreement

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

Mrs. Celis,

I have reviewed and approve for signature.

Thanks,
Baltazar Salazar

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

> On Sep 8, 2020, at 4:20 PM, Sara Celis <scelis@bisd.us> wrote:
>
> Mr. Salazar,
>
> The attached is pending your review and approval.
>
> Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.
>
> Sincerely,
> *Sara Celis*
>
> **Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379**
> Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
> Go Green! Please do not print unless completely necessary.
>
> **CONFIDENTIALITY STATEMENT:** This message and all attachments are confidential and may be protected by the attorney-client and other privileges. Any review, use, dissemination, forwarding, printing, copying, disclosure or distribution by persons other than the intended recipients is prohibited and may be unlawful. You must delete this message and any copy of it (in any form) without disclosing it. Unless expressly stated in this e-mail, nothing in this message should be construed as a digital or electronic signature.

Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator

BISD Adult Continuing Education

LETTER of AGREEMENT
2020-2021
SANTA ROSA ISD
(LOCAL EDUCATION AGENCY)
COLLABORATING PARTNER

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

Santa Rosa ISD-Collaborating Partner
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:
Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:
Provide staff development to data entry personnel on the usage of the TEAMS database.

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

(A) The AEL grant recipient shall serve as the point of contact with the Agency.

(B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:

(i) transmit questions and grant-related needs for AEL consortium members to the Agency; and

(ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

(A) monitor programmatic and fiscal progress against goals and project deliverables; and

(B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

(A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and

(B) submit this information to the Agency.

1.6 Workforce area coverage.

(A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

(B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

(i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;

(ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;

(iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and

(iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.

(g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.

(1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.

(2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.

Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator

BISD Adult Continuing Education

Santa Rosa ISD acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by Santa Rosa ISD shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Dr. Angela Gonzalez, Superintendent
Santa Rosa ISD

6/9/2020
Date

Dr. René Gutiérrez
Superintendent

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Date

LETTER of AGREEMENT
2020-2021
FATHER O'BRIEN COMMUNITY CLINIC
(COLLABORATING PARTNER)

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

Father O'Brien Community Clinic-Collaborating Partner
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:
Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:
Provide staff development to data entry personnel on the usage of the TEAMS database.

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 ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

(A) The AEL grant recipient shall serve as the point of contact with the Agency.

(B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:

(i) transmit questions and grant-related needs for AEL consortium members to the Agency; and

(ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL grant recipient shall:

(A) monitor programmatic and fiscal progress against goals and project deliverables; and

(B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL grant recipient shall:

(A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and

(B) submit this information to the Agency.

1.6 Workforce area coverage.

(A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

(B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

(i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;

(ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;

(iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and

(iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.

(g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.

(1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.

(2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one weeks' notice.

2020C05166

Dr. René Gutiérrez
Superintendent

Dr. Debbie Alford
Administrator

BISD Adult Continuing Education

Father O'Brien Community Clinic acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by Father O'Brien Community Clinic shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2020 to June 30, 2021.

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Eddie Treviño, Jr.
Cameron County Judge

Dr. René Gutiérrez
Superintendent

May 12, 2020
Date

Minerva M. Peña
Board President

Attested by: Sylvia Garza-Perez, County Clerk

COMMISSIONER'S COURT CAMERON COUNTY, TEXAS

Dr. Prisci Roca Tipton
Board Secretary

Date

Brownsville Independent School District

Agenda Category: General Function Contracts/MOU **Board of Education Meeting:** 10/06/2020

Item Title: The Positive Community Impact (PCI) Coalition and Brownsville Independent School District MOU

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

BACKGROUND:

The mission of the Positive Community Impact (PCI) Coalition of Behavioral Health Solution of South Texas is to build capacity, promote the sharing of resources, and inspire positive change specific to the prevention of underage drinking and substance abuse. The PCI Coalition and Brownsville Independent School District agree to collaborate to increase prevention efforts focused on reducing underage drinking and prescription drug abuse in the city of Brownsville via school presentations, health fairs, and other activities that relate to the coalition efforts.

FISCAL IMPLICATIONS:

No cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between Brownsville Independent School District and Positive Community Impact (PCI) Coalition for implementation of underage drinking and anti-drug education programs expressly for reducing prescription drug abuse among youth and adults during the BISD 2020-2021school year. No cost to the District.

Sara M. Garza
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nereida Cantu
Approved by: Deputy Superintendent 9/22/20

Approved for Submission to Board of Education:

Dr. Rene Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Monday, September 14, 2020 10:02 AM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: The Positive Community Impact Coalition 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 Sep 14, 2020, at 9:26 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.
>
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Positive Community Impact COALITION

A coalition effort of Behavioral Health Solutions of South Texas

Myrna De Coss
Chair

Jose Medrano
Vice-Chair

Modesta Garcia
Secretary

Alexandra Ybarra
Treasurer

Phone: 956-423-0018
www.bhsst.org

Memorandum of Understanding

The Positive Community Impact (PCI) Coalition's mission is to build capacity, promote the sharing of resources, and inspire positive change specific to the prevention of underage drinking and substance abuse. The PCI Coalition and Brownsville Independent School District (representing the School sector) agree to collaborate to increase prevention efforts focused on reducing underage drinking and prescription drug abuse in the city of Brownsville. Our collaborative efforts will serve to enhance community-planned and implementation of comprehensive prevention activities.

Our commitment to this collaboration will consist of the following:

1. PCI Coalition staff will coordinate with PCI Coalition members to conduct monthly coalition meetings providing advance notice to the membership of the meeting schedule;

2. PCI Coalition staff will coordinate and provide training specific to coalition functions and focus;

3. Brownsville Independent School District agrees to participate in implementing the Strategic Prevention Framework in an effort to ensure successful prevention activities are rendered. Activities to be completed by Brownsville Independent School District include:
   a. Attending meetings related to sub-committee involvement
   b. Provide assistance with epidemiological efforts
   c. Provide assistance with media and education efforts

4. The PCI Coalition staff and Brownsville Independent School District will cooperate fully by completing the following activities:
   a. Notifying each other of local events such as health fairs, conferences, and/or celebrations that relate to or are in line with coalition efforts.
   b. Offer networking assistance to strengthen prevention efforts in our target communities.
   c. Refer individuals and/or agencies to each other for presentations and/or applicable resources.

5. *All Behavioral Health Solutions of South Texas staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2).*

6. Funding for PCI Coalition services is provided by a grant funded through the Texas Health and Human Services Commission and no other fees or cost will be incurred by Brownsville Independent School District.

7. *This collaborative agreement will be enforced from October 01, 2020 through August 31, 2021 and reviewed annually. Additionally, either party may terminate without cause by giving the other party written notice of termination.*

Dr. René Gutiérrez
Superintendent
Brownsville Independent School District

Date

Minerva Pena
Board President
Brownsville Independent School District

Date

M. Ris

Myrna De Coss
PCI Coalition Chair

9/11/2020
Date

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Positive Community Impact Coalition
Company Name

Dr. René Gutiérrez
Superintendent

9/11/2020
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.
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Positive Community Impact COALITION

A coalition effort of Behavioral Health Solutions of South Texas

Myrna De Coss
Chair

Jose Medrano
Vice-Chair

Modesta Garcia
Secretary

Alexandra
Ybarra
Treasurer

Phone: 956-423-0018
www.bhsst.org

Memorandum of Understanding

The Positive Community Impact (PCI) Coalition's mission is to build capacity, promote the sharing of resources, and inspire positive change specific to the prevention of underage drinking and substance abuse. The PCI Coalition and Brownsville Independent School District (representing the School sector) agree to collaborate to increase prevention efforts focused on reducing underage drinking and prescription drug abuse in the city of Brownsville. Our collaborative efforts will serve to enhance community-planned and implementation of comprehensive prevention activities.

Our commitment to this collaboration will consist of the following:

1. PCI Coalition staff will coordinate with PCI Coalition members to conduct monthly coalition meetings providing advance notice to the membership of the meeting schedule;

2. PCI Coalition staff will coordinate and provide training specific to coalition functions and focus;

3. Brownsville Independent School District agrees to participate in implementing the Strategic Prevention Framework in an effort to ensure successful prevention activities are rendered. Activities to be completed by Brownsville Independent School District include:
   a. Attending meetings related to sub-committee involvement
   b. Provide assistance with epidemiological efforts
   c. Provide assistance with media and education efforts

4. The PCI Coalition staff and Brownsville Independent School District will cooperate fully by completing the following activities:
   a. Notifying each other of local events such as health fairs, conferences, and/or celebrations that relate to or are in line with coalition efforts.
   b. Offer networking assistance to strengthen prevention efforts in our target communities.
   c. Refer individuals and/or agencies to each other for presentations and/or applicable resources.

5. All Behavioral Health Solutions of South Texas staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2).
6. Funding for PCI Coalition services is provided by a grant funded through the Texas Health and Human Services Commission and no other fees or cost will be incurred by Brownsville Independent School District.

7. This collaborative agreement will be enforced from October 01, 2020 through August 31, 2021 and reviewed annually. Additionally, either party may terminate without cause by giving the other party written notice of termination.

Dr. René Gutiérrez
Superintendent
Brownsville Independent School District

Date

Minerva Pena
Board President
Brownsville Independent School District

Date

M. R

Myrna De Coss
PCI Coalition Chair

9/11/2020
Date

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Positive Community Impact Coalition
Company Name

Dr. René Gutiérrez
Superintendent

9/11/2020
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:** 09/03/19

Item Title: Memorandum of Understanding
The Positive Community Impact (PCI)
And BISD for the 2019-2020 school year

X Action
Information
Discussion

BACKGROUND:

The Positive Community Impact (PCI) Coalition's mission is to build capacity, promote the sharing of resources, and inspire positive change specific to the prevention of underage drinking and substance abuse. The PCI Coalition and Brownsville Independent School District agree to collaborate to increase prevention efforts focused on reducing underage drinking and prescription drug abuse in the city of Brownsville via school presentations, health fairs, and other activities that relate to the coalition efforts.

FISCAL IMPLICATIONS:

No Cost to the District

RECOMMENDATION:

Recommend approval to enter into a Memorandum of Understanding between Brownsville Independent School District and Positive Community Impact (PCI) for implementation of their underage drinking and drug programs expressly for reducing prescription drug abuse among youth and adults during the BISD 2019-2020 school year at no cost to the District.

Sara Garza
Submitted by: Program Administrator

Dr. Dora E. Sauceda
Recommended by: Assistant Superintendent

Miguel Salinas
Reviewed by: Staff Attorney

Approved for Submission to Board of Education:

Dr. Rene Gutierrez
Superintendent of Schools

When Necessary, Additional Background May Follow This.

Positive Community Impact COALITION

A coalition effort of Behavioral Health Solutions of South Texas

Esmeralda Yado
Chair

Vacant
Vice-Chair

Maria Saldivar
Secretary

Alexandra
Ybarra
Treasurer

Phone: 956 423 0018
www.bhsst.org

Memorandum of Understanding

The Positive Community Impact (PCI) Coalition's mission is to build capacity, promote the sharing of resources, and inspire positive change specific to the prevention of underage drinking and substance abuse. The PCI Coalition and Brownsville Independent School District (representing the School sector) agree to collaborate to increase prevention efforts focused on reducing underage drinking and prescription drug abuse in the city of Brownsville. Our collaborative efforts will serve to enhance community-planned and implementation of comprehensive prevention activities.

Our commitment to this collaboration will consist of the following:

1. PCI Coalition staff will coordinate with PCI Coalition members to conduct monthly coalition meetings providing advance notice to the membership of the meeting schedule;

2. PCI Coalition staff will coordinate and provide training specific to coalition functions and focus;

3. Brownsville Independent School District agrees to participate in implementing the Strategic Prevention Framework in an effort to ensure successful prevention activities are rendered. Activities to be completed by Brownsville Independent School District include:
    a. Attending meetings related to sub-committee involvement
    b. Provide assistance with epidemiological efforts
    c. Provide assistance with media and education efforts

4. The PCI Coalition staff and Brownsville Independent School District will cooperate fully by completing the following activities:
    a. Notifying each other of local events such as health fairs, conferences, and/or celebrations that relate to or are in line with coalition efforts.
    b. Offer networking assistance to strengthen prevention efforts in our target communities.
    c. Refer individuals and/or agencies to each other for presentations and/or applicable resources.

5. All Behavioral Health Solutions of South Texas staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2).

6. Funding for PCI Coalition services is provided by a grant funded through the Texas Health and Human Services Commission and no other fees or cost will be incurred by Brownsville Independent School District.

7. This collaborative agreement will be enforced from August 15, 2019 through May 29, 2020 and reviewed annually. Additionally, either party may terminate without cause by giving the other party written notice of termination.

Superintendent
Dr. Rene Gutierrez

9-4-19
Date

Esmeralda Yado
PCI Coalition Chair

7/11/19
Date

Brownsville Independent School District

Agenda Category: General Function Contracts/MOU **Board of Education Meeting:** 10/06/20

Item Title: MOU with PSJA ISD-OFSDFP App

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

BACKGROUND:

The Brownsville Independent School District will enter into a Memorandum of Understanding with the PSJA ISD from November 1, 2020 to August 31, 2021 to provide professional products and services to BISD in the area of informational systems. This informational system will be used to collect data through an App owned by the PSJA ISD. The data collected through this App will count minutes by students participating in the Optional Flexible School Day Funding Program (OFSDFP), which will then be submitted to the Texas Education Agency (TEA) for the recapture of lost monies through student absenteeism during the 2020-2021 school year.

FISCAL IMPLICATIONS:

A total estimated fiscal implication not to exceed $121,517 for the 2020-2021 school year is anticipated.

RECOMMENDATION:

Recommend approval to enter into Memorandum of Understanding between PSJA ISD and the Brownsville Independent School District to provide professional products and services to BISD in the area of informational systems. A total estimated fiscal implication not to exceed $121,517 for Nov. 1, 2020 to Aug. 31, 2021 school year is anticipated.

Randy Park by F.Sauceda
Submitted by: Principal/Program Adm.

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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nellie Cantu
Approved by: Deputy Superintendent
10/2/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Monday, September 28, 2020 7:37 PM
To: Sara Celis
Cc: Minerva Almanza; Patricia Perez
Subject: Re: PSJA ISD and Brownsville ISD 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 Sep 28, 2020, at 4:19 PM, Sara Celis <scelis@bisd.us> wrote:

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

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.

Memorandum of Agreement for
Pharr-San Juan- Alamo ISD
with
Brownsville ISD

This Memorandum of Agreement ("Agreement") is entered into by and between Pharr-San Juan-Alamo ISD (hereinafter PSJA ISD) and Brownsville Independent School District ("Brownsville ISD").

The purpose of the Agreement is to provide professional products and services to Participating District in the area of Information Systems.

WITNESSETH:

WHEREAS, the Participating District is authorized by the Texas Education Code, and the Texas Interlocal Cooperation Act (Chapter 791, Title 7, Government Code), to enter into agreements with PSJA ISD; and

WHEREAS, the Participating District desires to purchase certain products and support services; and

THEREFORE, NOW BE IT AGREED that the undersigned Participating District in return for the payment of the consideration stated below and subject to all terms of this Agreement, does hereby agree to the following terms, conditions, and general provisions:

1. Term of the Contract:

This Agreement shall commence on November 1st, 2020 and terminate on August 31, 2021, unless earlier terminated by either party. Upon the expiration of the original term, this agreement shall be automatically renewed for a one (1) year period unless, ninety (90) calendar days prior to the renewal date, either party gives the other party written notice of its intent not to continue the relationship.

2. Termination of the Contract:

Either party may terminate this Agreement, without penalty, by providing written notice to the other party ninety (90) calendar days prior to the date of termination. In the event of termination by Participating District, PSJA ISD shall determine the direct and indirect costs incurred to the date of termination and the Participating District shall pay PSJA ISD that amount. Termination of this Agreement shall not extinguish prior obligations or liabilities incurred.

3. **Scope of Work:**

a. The following applications are part of the scope of work with Brownsville ISD:

- Truancy and Dropout Prevention System (TDPS)
- ARP Minute Recovery App (Minute tracking System)
- Scripts to move minutes to eSchoolPLUS (Provide only; run by BISD staff at own risk)

b. Timeline of implementation of software (estimate)
   a. Project commencement: November 9th, 2020
   b. Milestone 1 (ARP Minute recovery system): 3 weeks
   c. Milestone 2 (Software code deployment and DB setup): 2 weeks
   d. Estimated Project end: December 21st 2020

4. **Responsibilities of Participating District:**

- When appropriate, the Participating District will load data into appropriate systems.
- Provide computer systems that meets the minimum requirements in order for optimal function of the Software.

5. **Consideration:**

Participating District agrees to pay PSJA ISD an annual licensing fee per student, as shown below. This fee is due and payable on November 1st 2020.

Item Description	Unit	Unit Cost	Amount Due
TDP – Base cost and installation	1	$5,500	$5,500
TDP – Licensing	40,747	$3.00	$122,241
TDP – Additional Support (Includes 20 hrs)		$75	$0
Training Days (Optional after year 1)	4	$1,500	$6,000
		Discount -10%	($12,224)
		Total Due:	**$121,517**

6. **Grant of Limited License:**

PSJA ISD grants Participating District a limited, non-exclusive, non-transferable License to access the Software with (a single) (any) computer or mobile device owned and controlled by Participating District.

7. **Limitation of Liability:**

PSJA ISD shall not be liable to the participating district for any direct or consequential losses or damages whatsoever sustained by the participating district, including, without limitation, damages for loss of profits, loss or corruption of data, damages to backup systems, damages to operating systems, damages to software, business interruption, any commercial damages or losses, or losses or damages to participating district's computer hardware, electronic equipment, or computer input and/or output peripheral devices resulting directly or indirectly from participating district' use or misuse of the software provided by PSJA ISD under this agreement. To the extent that this limitation of

liability clause is unenforceable, PSJA ISD's liability to participating district shall never exceed the dollar amount paid by participating school district to PSJA ISD during the term of this agreement.

PSJA ISD is providing the scripts that use interpretation of the attendance manual and as such is subject to validation by the participating district. All PEIMS reported data and rules are the sole ownership and responsibility of the participating district. PSJA does not warranty the data being reported to TEA.

8. No Warranty:

All licensed software, services, login access, products, information, custom software, documentation, maintenance service, and other services and materials provided under this agreement are provided "as is" without any expressed or implied warranty of any kind, including warranties of merchantability, non-infringement of intellectual property or fitness for any particular purpose. PSJA ISD cannot and does not guarantee or warrant that participating district's or PSJA ISD's computers and servers will be free from viruses, worms, trojan horses or other code that contains contaminating or destructive properties. Provider shall have no liability for such viruses, worms, trojan horses or other code that contains contaminating or destructive properties.

9. Ownership Rights:

PSJA ISD warrants that it is the sole owner of the Software and has the legal right to grant the Participating District login access and the License to use the Software. Participating District acknowledges and agrees that it will not use the Software for purposes other than as expressed herein. Participating District agrees that it will not decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Software, or infringe upon the patent, copyright, trademark, or intellectual property rights of PSJA ISD in the Software.

AUTHORIZATION	
PSJA ISD	**Participating District**
Dr. Jorge Arredondo Superintendent of Schools	Superintendent of Schools or Designee
Date:	**Date:**
Email:	**Email:**
Phone:	**Phone:**
	Contact Person:

Brownsville Independent School District

Agenda Category: General Function Contracts MOU

Board of Education Meeting: 10/06/2020

Item Title: Gerlach Builders,LLC/dba Wilcon
Contract Amendment CSP # 18-128
For the Hanna ECHS - HVAC Upgrades

X Action
Information
Discussion

BACKGROUND:

At the June 05, 2018 Board Meeting, the Board of Trustees approved to accept Gerlach Builders LLC dba WilCon McAllen, Texas as a General Contractor for the Construction Services for CSP #18-128 Hanna ECHS - HVAC Upgrades. For the amount of $ 5,674,300.00, due to the age and conditions of existing building additions to the scope of work were necessary. The purpose of this agenda is to amend the Contract for Construction Services cost for the aforementioned project. Based on the exact cost determined through the changes of scope of work, Administration is recommending cost increase from $ 5,674,300.00 to $ 5,725,891.82. Said change is stated in the attached Change Order document.

- Change Order attached.

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $ 5,725,891.82

RECOMMENDATION:

Recommend approval to accept the General Contractor Construction contract amendment for the Hanna ECHS - HVAC Upgrades from Gerlach Builders LLC dba WilCon, McAllen Texas, in the amount not to exceed $ 5,725,891.82 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

Mr. Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nellie Cantu
Approved By: Deputy Superintendent 10/2/20

Approved for Submission to Board of Education:

Dr. René Gutiérrez
Superintendent

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Wednesday, September 30, 2020 5:06 PM
To: Sara Celis
Cc: Minerva Almanza; Patricia Perez
Subject: Re: October 6, 2020, Agenda Items - Sigma HN Engineers-Rivera HVA & LED Upgrades & Gerlach Builders-Hanna HVAC Upgrades

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

Mrs. Celis,

I have reviewed and approve both attachments for signature.

Thanks,
Baltazar Salazar

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

On Sep 30, 2020, at 3:33 PM, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

I am following up on the attached documents that are pending your review and approval. Both need to be turned in to Pat as soon as possible.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

Go Green! Please do not print unless completely necessary.

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AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
BISD Upgrade HVAC, Controls, Lighting, Ductwork, Ceiling at Hanna ECHS Brownsville ISD Hanna Early College High School 2615 E. Price Road Brownsville, TX 78521	Contract For: Upgrades HVAC, Controls, Lighting, Ductwork & Ceilings Date: May 24, 2018	Change Order Number: 001 Date: February 18, 2020
OWNER: *(Name and address)* Brownsville ISD 1900 E. Price Road, Ste 107 Brownsville, TX 78521	**ARCHITECT:** *(Name and address)* Ethos Engineering 119 W. Van Buren Ave. Ste 101 Harlingen, TX 78550	**CONTRACTOR:** *(Name and address)* Gerlach Builders LLC dba WIL-CON P.O. Box 4352 McAllen, TX 78502

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Beginning Owner's Allowance ---------->	$200,000.00
Add credit to Allowance - Lighting Controls - Lutron wireless package/conduit wire	$ 41,643.34
Add credit to Allowance - Light Fixtures - VE Fixtures type E2	$ 6,000.00
Add credit to Allowance - Automated Logic & Carrier Controls Voluntary Discount	$ 4,000.00
Add credit to Allowance - Demolition work ceiling (Commerical Framing Systems):	$ 2,400.00
Deduct for Remove of abandoned data cable at POD A (Insight):	<$ 2,780.00>
Deduct for Painting walls doors and door frames (Mariscal Prof. Painting):	<$ 88,000.00>
Deduct for HVAC Insulation (Texas SMAC, LLC):	<$ 1,950.00>
Deduct Repaint lower & upper Cabinets in Pod A:	<$ 8,200.00>
Deduct for Remove of abandoned data Cable Pod B:	<$ 2,780.00>
Deduct for HVAC Insulation Pods B,C,D:	<$ 10,713.00>
Deduct Return Air Grilles:	<$ 8,213.00>
Deduct Library Wall:	<$ 9,725.00>
Deduct Library Flooring:	<$25,500.00>
Deduct Electrical- Relocate Conduit:	<$ 4,549.00>
Deduct D Pod Revision#5:	<$ 9,965.00>
Deduct ASI #2:	<$56,816.00>
Deduct Insulation Pods G & H:	<$ 7,110.00>
Deduct Labor and Clips to install 100 Markerboards:	<$ 4,000.00>
Deduct POD E Ceiling Tile Labor and additional materials:	<$ 4,200.00>
Deduct Strip and Wax Labor:	<$ 3,168.00>
Deduct Concrete beam total (9,590.00):	<$ 6,374.34>
Deduct Insulation POD E	<$ 5,280.00>
Deduct Insulation POD F	<$ 1,830.00>
Deduct Surge Protectors	<$ 5,775.00>
Deduct Speakers in POD E	<$26,862.00>
Deduct East and West Mall Grille Covers	<$ 1,200.00>
Add Credit for Ceiling Grid	$ 469.00
Deduct Concrete Beam Balance of $9,590.00	<$ 3,215.66>
Deduct Light Switches for East and West Malls	<$ 2,758.00>
Deduct Demo Ceiling rooms F125 & F126	<$ 450.00>
Overhead and Profit	$ 4,690.16
Ending Balance of Owner's Allowance:	**$51,591.82**

The original Contract Sum was	$	5,674,300.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	5,674,300.00
The Contract Sum will be increased by this Change Order in the amount of	$	51,591.82
The new Contract Sum including this Change Order will be	$	5,725,891.82

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged.

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User Notes: (3B9ADA40)

NOTE: This Change Order does ~~not~~ include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Ethos Engineering	Gerlach Builders LLC dba WIL-CON	Brownsville ISD
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Cesar Gonzalez, PE/Principal	Shawn Gerlach, President	, BISD Superintendent of Schools
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
2/18/2020	2-18-2020	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA40)

Brownsville Independent School District

Agenda Category: General Function /Contracts/MOU **Board of Education Meeting:** 10/06/2020

Item Title: Sigma HN Engineers Contract Amendment
RFQ #17-110 MEP Engineering Services
For Rivera ECHS – HVAC & LED Lighting Upgrades

X Action
Information
Discussion

BACKGROUND:

During the March 18, 2019 Board Meeting, the Board of Trustees approved to accept the Sigma HN Engineers, PLLC negotiated fee under RFQ #17-110 Mechanical/Electrical/Plumbing (MEP) Engineering Services for the Rivera ECHS – HVAC & LED Lighting Upgrades project. Thereafter, bids were received through the CSP process followed by the ranking, selection, and recommendation of the highest-scored vendor for the amount of $3,434,900.00 which includes Alternates in the scope of work. The purpose of this agenda is to amend the Engineering fees for the aforementioned project. Based on the revised scope of work, the Administration is recommending the estimated cost increase from $1,750,000.00 to $3,434,900.00. Thereby, the engineering negotiated fee will be $226,524.00. The said change is stated in the attached Engineering cost contract amendment. For reference, please find the attached documents as follows:

- Cover Letter
- Revised Contract Fee Breakdown
- Original Scope of Services
- Approved Agenda for Engineering Services

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189 – $226,524.00

RECOMMENDATION:

Recommend approval to accept the engineering contract amendment for the Rivera ECHS – HVAC & LED Lighting Upgrades from Sigma HN Engineers, PLLC of McAllen, Texas in the amount not to exceed $226,524.00. Funding 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

Miguel Salinas
Reviewed by: Staff Attorney

Dr. Nellie Cantu
Approved by: Deputy Superintendent
10/1/20

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

September 21, 2020

Gabriel Hinojosa, P.E., LEED AP, Principal
Sigma HN Engineers, PLLC
701 S. 15th St.
McAllen, TX 78501

Fernando Villarreal, Project Manager
Brownsville ISD Facilities Department
4350 Morrison Road
Brownsville, TX 78526

Re: Brownsville ISD Rivera Early College High School HVAC & Lighting Improvements
Cover letter to Proposal that amends original proposal dated February 25, 2019

Dear Mr. Villarreal:

Attached please find proposal that amends the original proposal dated February 25, 2019.

Best Regards,

Jesus Gabriel Hinojosa, PE, LEED AP
Principal

SIGMA HN
ENGINEERS, PLLC

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

September 18, 2020

Fernando Villarreal, Project Manager
Brownsville ISD Facilities Department
4350 Morrison Road
Brownsville, TX 78526

Re: Brownsville ISD Rivera Early College High School HVAC & Lighting Improvements
Revised Contract Fee

Dear Mr. Villarreal:

As requested, we are revising our contract fee from 7.5% of Total Construction Cost to the following:

Total Construction Contract	$ 3,434,900.00				
Description	Cost Basis		% Fee	% App	Fee
Construction Cost Portion at 7.5%	$1,750,000.00	x	7.5%	x 100.0% =	$131,250.00
Contingency Allowance at 7.5%	$100,000.00	x	7.5%	x 100.0% =	$7,500.00
Construction Cost Portion at 6.0%	$1,584,900.00	x	6.0%	x 100.0% =	$95,094.00
Sub-Total	$3,434,900.00				$233,844.00
Adjustments	Cost Basis		% Fee	% App	Fee
Less Alt #2 Cost - 5-Yr Ext. Warranty RTUs	-$122,000.00	x	6.0%	x 100.0% =	-$7,320.00
Sub-Total					-$7,320.00
Total Fee					$226,524.00

Any unused contingency funds will reduce the final Construction Cost, and thus, will reduce our fee as well; we will make this final adjustment as we approach final completion. If you find this agreeable, please indicate so by signing below. As always, if you have any questions or concerns, do not hesitate to contact me. Thank you; we appreciate the opportunity.

Best Regards,

Jesus Gabriel Hinojosa, PE, LEED AP
Principal

ACCEPTED BY:

_____
Signature

_____
Print Name, Title

_____
Date

SIGMA HN
ENGINEERS, PLLC

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

FEE BREAKDOWN

BISD RIVERA ECHS Construction Contract	$ 3,434,900.00

Item	Category	Description	Cost		% Fee		% Applied		Fee
0.1		Original Budget	$ 1,750,000.00	x	7.5%	x	100%	=	$ 131,250.00
0.2		Amount over Budget allowed at same % Fee	$ -	x	7.5%	x	100%	=	$ -
1.0	3	Contingency Allowance	$ 100,000.00	x	7.5%	x	100%	=	$ 7,500.00
2.0	3	Alternate #2: Extended 5-Yr Warranty on RTUs. Brownsville ISD chose to accept Alt #2.	$ 122,000.00	x	0.0%	x	100%	=	$ -
3.0	3	ALC to do full controls on RTUs vs. ALC integrating controls through BACNET cards. We issued an addendum after plans were completed to make this change. Brownsville ISD chose a more expensive option.	$ 54,300.00	x	6.0%	x	100%	=	$ 3,258.00
4.0	3	ALC Controls over JCI Controls. Brownsville ISD chose the more expensive option.	$ 97,000.00	x	6.0%	x	100%	=	$ 5,820.00
5.0	1	Exhaust Fans. Controls for exhaust fans. Electrical for exhaust fans	$ 148,000.00	x	6.0%	x	100%	=	$ 8,880.00
6.0	2	Bipolar Ionization tubes. These tubes were necessary to avoid the cost of more expensive units to meet the ASHRAE 62.1 Ventilation for Acceptable Indoor Air Quality. This was determined in the design process. Electrical for Bipolar Ionization tubes.	$ 59,250.00	x	6.0%	x	100%	=	$ 3,555.00
7.0	1	Parking Lot Lighting. Parking Lot Lighting Light Fixtures. Parking Lot Lighting Pier.	$ 235,450.00	x	6.0%	x	100%	=	$ 14,127.00
8.0	1	Portables Lighting	$ 43,000.00	x	6.0%	x	100%	=	$ 2,580.00
9.0	1	Baseball Field Concession Stand Lighting	$ 7,000.00	x	6.0%	x	100%	=	$ 420.00
10.0	2	Energy recovery units vs. standard units. Energy recover units were used to meet the requirments of the International Mechanical Code. The standard units could not meet the requirements of the IMC. Difference in Controls cost for Energy Recovery Units. New curb vs. curb adapter. Curb adapter would not work. Roofing. The roof had to be cut for new curb. Structural Steel. The ERUs were heavier than std. RTUs.	$ 165,250.00	x	6.0%	x	100%	=	$ 9,915.00
11.0		Remaining Amount Over Budget	$ 653,650.00	x	6.0%	x	100%	=	$ 39,219.00
TOTAL FEE									$ 226,524.00

Items not Conteplated in Original Budget of $1.75M:
Category 1: Items that were added to our Scope of Work.
Category 2: Items that arose during the design process.
Category 3: Items that were chosen by Brownsville ISD.

SIGMA HN
ENGINEERS, PLLC

February 25, 2019

Gabriel Hinojosa, PE, LEED AP
Sigma HN Engineers, PLLC
701 S. 15th St.
McAllen, TX 78501

Fernando Villarreal, Project/Facilities Manager
Brownsville ISD Facilities/Maintenance
3750 Robindale Road
Brownsville, TX 78526

Re: Brownsville ISD Rivera High School HVAC Improvements

Dear Mr. Villarreal:

SIGMA is pleased to submit this proposal for engineering design services associated with HVAC Improvement at Rivera High School. We understand the school district would like to replace 34 packaged DX rooftop units and retrofit the interior and exterior lighting with LED technology. Our scope of services is to design and prepare MEP construction documents for these improvements and perform the associated construction administration services. For these services, SIGMA proposes the following fee:

- 7.5% of Total Construction Cost.
- Based on a rough cost estimate of $1,750,000, our fee would be $131,250.

Please refer to the attached Scope of Services to review the included work. This proposal is based on our current and best understanding of the project requirements. If you find this proposal acceptable, please indicate so by signing below. As always, if you have any questions or concerns, do not hesitate to contact me. Thank you; we appreciate the opportunity.

Best Regards,

Jesus Gabriel Hinojosa, PE, LEED AP
Principal

ACCEPTED BY:

Signature

Sylvia R. Hatton, Ph.D.
BISD, Interim Superintendent
Print Name, Title

03/19/19
Date

SIGMA HN
ENGINEERS, PLLC

SCOPE OF SERVICES

I. PRE-DESIGN

- Conduct scoping site visit at High School.
- Provide rough estimate of probable cost for scope of work.

II. MECHANICAL

- Investigate existing equipment to be replaced.
- Calculate HVAC thermal loads for spaces affected.
- Develop demolition drawings for demolition work.
- Specify new packaged DX rooftop equipment.
- Design HVAC control schematics with BACNET interface cards on packaged DX units.
- Specify metal duct, insulation, and air duct accessories for connection of new rooftop unit to existing air distribution system.
- Specify testing, adjusting, and balancing for HVAC equipment.
- Provide HVAC energy compliance report.

III. ELECTRICAL

- Investigate existing electrical circuit for each HVAC unit.
- Design new circuit and electrical connection for each new HVAC unit if required.
- Design new smoke detectors and interface with existing fire alarm system.
- Design new lighting and control system for all interior and exterior lighting, excluding sports lighting.

IV. PLUMBING

- Investigate existing condensate drain system for HVAC systems.
- Specify new condensate pipe and insulation if required.

V. CONSTRUCTION ADMINISTRATION

- Conduct pre-bid meeting.
- Evaluate bid proposals.
- Conduct pre-construction meeting.
- Answer requests for information (RFIs).
- Review product data submittals.
- Evaluate payment applications.
- Perform site visits to observe work and determine if the work is in accordance with the Construction Documents and the general design intent.

EXCLUSIONS

- Structural engineering services.
- Wind storm design and certification of roof mounted equipment.
- Any additional Architectural/Engineering services not listed in the Scope of Services.

WORK BY PHASES

- Design Construction Documents: 85%.
- Construction Administration: 15%.

Brownsville Independent School District

Agenda Category: General Function — Contracts/MOU **Board of Education Meeting:** 03/18/19

Item Title: Sigma HN Engineering Contract
RFQ #17-110 MEP Engineering Services
for Rivera ECHS HVAC, Associated Controls
and Lighting Upgrades

X Action
Information
Discussion

BACKGROUND:

At the August 7, 2018, regular board meeting, the Board of Trustees approved the extension of RFQ #17-110, FY 2018-2019 for Mechanical/Electrical/Plumbing (MEP) Engineering Services. Sigma HN Engineers is one of the consultant firms approved for these services.

Sigma HN Engineers has proposed a negotiated fee for the Rivera ECHS HVAC, Associated Controls and Lighting Upgrades in the amount of $131,250.00 for MEP Engineering Services based on an estimated construction cost of $1,750,000.00. The negotiated fee is 7.5% of the estimated construction cost, which is equivalent to $131,250.00.

FISCAL IMPLICATIONS:

Maintenance Tax Note Fund 189: $131,250.00

RECOMMENDATION:

Recommend approval to accept the negotiated fee for RFQ #17-110 MEP Engineering Services for the Rivera ECHS HVAC, Associated Controls and Lighting Upgrades from Sigma HN Engineers, McAllen, Texas, in the amount not to exceed $131,250.00 to be paid from Maintenance Tax Note Fund 189.

Fernando E Villarreal
Submitted by: Principal/Program Adm.

Jimmy Haynes
Recommended by: Asst Supt/Interim CFO

Miguel Salinas
Reviewed by: Staff Attorney

Approved for Submission to Board of Education:

/s/ Sylvia R. Hatton

Sylvia R. Hatton, Ph.D.
Interim Superintendent

When Necessary, Additional Background May Follow This.

Sara Celis

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Wednesday, September 30, 2020 5:06 PM
To: Sara Celis
Cc: Minerva Almanza; Patricia Perez
Subject: Re: October 6, 2020, Agenda Items - Sigma HN Engineers-Rivera HVA & LED Upgrades & Gerlach Builders-Hanna HVAC Upgrades

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

Mrs. Celis,

I have reviewed and approve both attachments for signature.

Thanks,
Baltazar Salazar

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

> On Sep 30, 2020, at 3:33 PM, Sara Celis <scelis@bisd.us> wrote:
>
> Mr. Salazar,
>
> I am following up on the attached documents that are pending your review and approval. Both need to be turned in to Pat as soon as possible.
>
> 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:** 10/06/2020

Item Title: Memorandum of Understanding with St. Paul's Episcopal Church and KID's HOPE USA

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

BACKGROUND:

St. Paul's Episcopal Church, has collaborated with KID'S HOPE USA, a national organization that provides comprehensive training for volunteers who wish to serve as Mentors to local students. St Paul's Episcopal Church will provide trained Mentors to serve identified students at Perez Elementary.

Previously approved for the 2019-2020 school year.

FISCAL IMPLICATIONS:

No cost to the district

RECOMMENDATION:

Recommend approval to enter the Memorandum of Understanding with St. Paul's Episcopal Church and KIDS HOPE USA to mentor students at Perez Elementary for the 2020-2021 school year. No cost to the district.

Submitted by: Principal/Program Adm.

Recommended by: Asst. Supt./CFO

Reviewed by: Staff Attorney

Approved by: Deputy Superintendent

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

Minerva Almanza

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Wednesday, September 9, 2020 6:35 PM
To: Minerva Almanza
Cc: Patricia Perez
Subject: Re: Mou 2020-21 St. Paul's Episcopal Church

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Mrs. Almanza,

I have reviewed and approve for signature.

Thanks,
Baltazar Salazar

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

> On Sep 9, 2020, at 3:49 PM, Minerva Almanza <malmanza1@bisd.us> wrote:
>
> Good afternoon Mr. Salazar,
>
> I am following up on the review and approval for the attached MOU.
>
> Thank you
> Minnie
>
> **From:** Minerva Almanza
> **Sent:** Friday, September 4, 2020 11:54 AM
> **To:** Baltazar Salazar <balsalazar@sbcglobal.net>
> **Cc:** Patricia Perez <pperez@bisd.us>
> **Subject:** FW: Mou 2020-21 St. Paul's Episcopal Church
>
> Good morning Mr. Salazar,
>
> May you please review and approved the attached MOU for Dr. Gutierrez's signature.
>
> Thank you.
> Minnie
>
> **From:** Miguel Salinas
> **Sent:** Friday, September 4, 2020 11:45 AM
> **To:** Dr. Nereida Cantu <drncantu@bisd.us>

Cc: Patricia Perez <pperez@bisd.us>; Minerva Almanza <malmanza1@bisd.us>
Subject: RE: Mou 2020-21

Dr. Cantu: Reviewed and approved as to form.

Thanks

<image002.jpg>

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From: Dr. Nereida Cantu
Sent: Friday, September 04, 2020 11:05 AM
To: Miguel Salinas <miguelsalinas@bisd.us>
Cc: Patricia Perez <pperez@bisd.us>; Minerva Almanza <malmanza1@bisd.us>
Subject: FW: Mou 2020-21

Miguel,

Please review the attached MOU. This MOU was approved by the school board last year but approval was for 1 year.

He is resubmitting for this school year.

Thanks for your assistance.

Dr. Nellie Cantu
BISD Deputy Superintendent
drncantu@bisd.us
Office: 956.698.0020

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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.

From: Chuck Sharrow <pastor@sanpablobr.org>
Sent: Friday, September 4, 2020 11:01 AM
To: Dr. Nereida Cantu <drncantu@bisd.us>
Subject: Mou 2020-21

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.

Dr. Cantu,

Good Morning,
Attached is the last MOU from St Paul's. There is no date on it. If I need to provide a date someone can add it or I can recreate it.

this MOU is in the form of a PDF, I hope that is acceptable. It has the name of last year's board officials.

Please confirm that you got this and that it is acceptable by replying to this email.

blessings,
pastor chuck

<MOU St Paul's Episcopal Church Kids Hope USA with Board names added.pdf>

Memorandum of Understanding
between
BISD and St. Paul's Episcopal Church

Shared Vision

Brownsville ISD and St Paul's Episcopal Church share a vision: to give at-risk children in BISD at Perez elementary school a caring mentor focused on helping these children to learn, grow, and develop confidence in their ability to succeed.

Intended Purpose

St. Paul's Episcopal Church has partnered with KID'S HOPE USA, a national organization that provides comprehensive training for volunteers who wish to serve as Mentors to local students. St Paul's Episcopal Church will provide trained Mentors to serve identified students at Perez elementary BISD campus.

BISD shall:

Designate individuals serving in campus leadership roles as specific points of contact at each participating campus.

Facilitate volunteer background checks as outlined in BISD School Board Policy.

Identify students who will benefit from the mentorship program and match students with Mentor based on individual needs.

Designate a public meeting space for the mentor and mentee to meet on a weekly basis and set a regular schedule for the meetings.

Provide academic learning materials to the Mentor specifically designed for the student to be used during the mentor session.

Provide appropriate oversight/supervision.

Reserve the right to remove or reassign a Mentor based on the best interest of the student and/or school.

Cooperate in the evaluation of the KID'S HOPE USA mentorship program.

St. Paul's Episcopal Church shall:

Designate a single point of contact to serve as the KHUSA director. This is the individual that will coordinate activities with the school point of contact.

Ensure that all mentors complete the KHUSA Background Check and the BISD Volunteer Background Check.

Provide adult Mentors who have successfully completed the full KHUSA Mentor Training Session.

Ensure that all volunteers agree to and observe the separation of church and state as defined in the KHUSA training materials.

Not utilize the school or the mentor-mentee relationship as a vehicle for inviting students and/or their families to church related events.

Not utilize the school or the mentor- mentee relationship as a vehicle for inviting students and/or their families to social events outside the school.

Ensure that, in addition to following the KHUSA training materials regarding appropriate physical boundaries with children, Mentors comply with BISD policies regarding communication with students, including but not limited to refraining from communicating with students via social media.

Maintain the confidentiality of all student information and acknowledge that any student information may be used only for purposes related to and within the scope of the KHUSA program.

St Paul's Episcopal Church

Rev Charles Sharrow
Representative's Name

Charles Sharrow
Representative's Signature

Pastor / Vicar
Title

Dr. René Gutiérrez
Superintendent

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

Minerva Almanza

From: Dr. Nereida Cantu
Sent: Friday, September 4, 2020 11:05 AM
To: Miguel Salinas
Cc: Patricia Perez; Minerva Almanza
Subject: FW: Mou 2020-21
Attachments: MOU St Paul's Episcopal Church Kids Hope USA with Board names added.pdf

Miguel,

Please review the attached MOU. This MOU was approved by the school board last year but approval was for 1 year.

He is resubmitting for this school year.

Thanks for your assistance.

Dr. Nellie Cantu
BISD Deputy Superintendent
drncantu@bisd.us
Office: 956.698.0020

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From: Chuck Sharrow <pastor@sanpablobr.org>
Sent: Friday, September 4, 2020 11:01 AM
To: Dr. Nereida Cantu <drncantu@bisd.us>
Subject: Mou 2020-21

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Dr. Cantu,

Good Morning,
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this MOU is in the form of a PDF, I hope that is acceptable. It has the name of last year's board officials.

Please confirm that you got this and that it is acceptable by replying to this email.

blessings,
pastor chuck

Brownsville Independent School District

Agenda Category: General Function / Contracts/MOU **Board of Education Meeting:** 02/04/2020

Item Title: Memorandum of Understanding with St. Paul's Episcopal Church and KID's HOPE USA

X Action
___ Information
___ Discussion

BACKGROUND:

St. Paul's Episcopal Church has collaborated with KID'S HOPE USA, a national organization that provides comprehensive training for volunteers who wish to serve as Mentors to local students. St Paul's Episcopal Church will provide trained Mentors to serve identified students at participating elementary campus (Perez Elementary).

Previously approved in November, KID'S HOPE USA has decided to adopt another campus (Perez Elementary)

FISCAL IMPLICATIONS:

No cost to the district

RECOMMENDATION:

Recommend approval to enter into the Memorandum of Understanding with St. Paul's Episcopal Church and KIDS HOPE USA, a national organization that provides comprehensive training for volunteers who wish to serve as Mentors to local students for the 2019-2020 school year at no cost to the district.

Submitted by: Principal/Program Adm.

Recommended by: Asst. Supt./CFO

Reviewed by: Staff Attorney

Approved by: Deputy Superintendent

1/29/2020

Approved for Submission to Board of Education:

Dr. René Gutiérrez, Superintendent

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From: Baltazar Salazar [mailto:balsalazar@sbcglobal.net]
Sent: Thursday, January 09, 2020 8:22 AM
To: Sara Celis <scelis@bisd.us>
Cc: Minerva Almanza <malmanza1@bisd.us>; Patricia Perez <pperez@bisd.us>
Subject: Re: 3rd Request: Kid's Hope USA, House Bill 3 Teacher Incentive & UTRGV School of Medicine

Mrs. Celis,

I have reviewed and approve all three attached MOUs for Dr. Gutierrez' signature.

Thanks,
Baltazar Salazar

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

On Jan 9, 2020, at 8:05 AM, Sara Celis <scelis@bisd.us> wrote:

Good morning Mr. Salazar,

I am still pending your review and approval for the attached MOU'S/Contracts.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
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From: Sara Celis
Sent: Wednesday, January 08, 2020 3:28 PM
To: Baltazar Salazar <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: RE: Kid's Hope USA, House Bill 3 Teacher Incentive & UTRGV School of Medicine

Good afternoon Mr. Salazar,

Following up on the Agenda items that were sent this morning that are pending your review and approval. I have also attached another Agenda Item that was turned into our office. All three Agenda Items need to be turned into Pat as soon as possible.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
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From: Sara Celis
Sent: Wednesday, January 08, 2020 9:34 AM
To: Baltazar Salazar <balsalazar@sbcglobal.net>
Cc: Minerva Almanza <malmanza1@bisd.us>; Patricia Perez <pperez@bisd.us>
Subject: Kid's Hope USA & House Bill 3 Teacher Incentive

Good morning Mr. Salazar,

The attached are pending your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Sara Celis

Sara Celis | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379
Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521

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<Kid's Hope USA MOU.PDF>
<House Bill 3 Teacher Incentive.pdf>
<UTRGV School of Medicine.pdf>
<UTRGV School of Medicine revised.pdf>

Minerva Almanza

From: Baltazar Salazar <balsalazar@sbcglobal.net>
Sent: Thursday, January 9, 2020 5:00 PM
To: Sara Celis
Cc: Minerva Almanza
Subject: Re: 3rd Request: Kid's Hope USA, House Bill 3 Teacher Incentive & UTRGV School of Medicine

Perfect.

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

On Jan 9, 2020, at 3:50 PM, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

I've attached the UTRGV School of Medicine MOU. They did change the venue to Cameron County, Texas.

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: Thursday, January 09, 2020 9:53 AM
To: Sara Celis <scelis@bisd.us>
Subject: Re: 3rd Request: Kid's Hope USA, House Bill 3 Teacher Incentive & UTRGV School of Medicine

I don't believe they will agree, but we can request Cameron County.

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

On Jan 9, 2020, at 9:41 AM, Sara Celis <scelis@bisd.us> wrote:

Mr. Salazar,

Mr. Salinas made the recommendation to change the venue from Hidalgo County, Texas to Cameron County, Texas for the UTRGV School of Medicine MOU/Contract. Are you in agreement with that change?

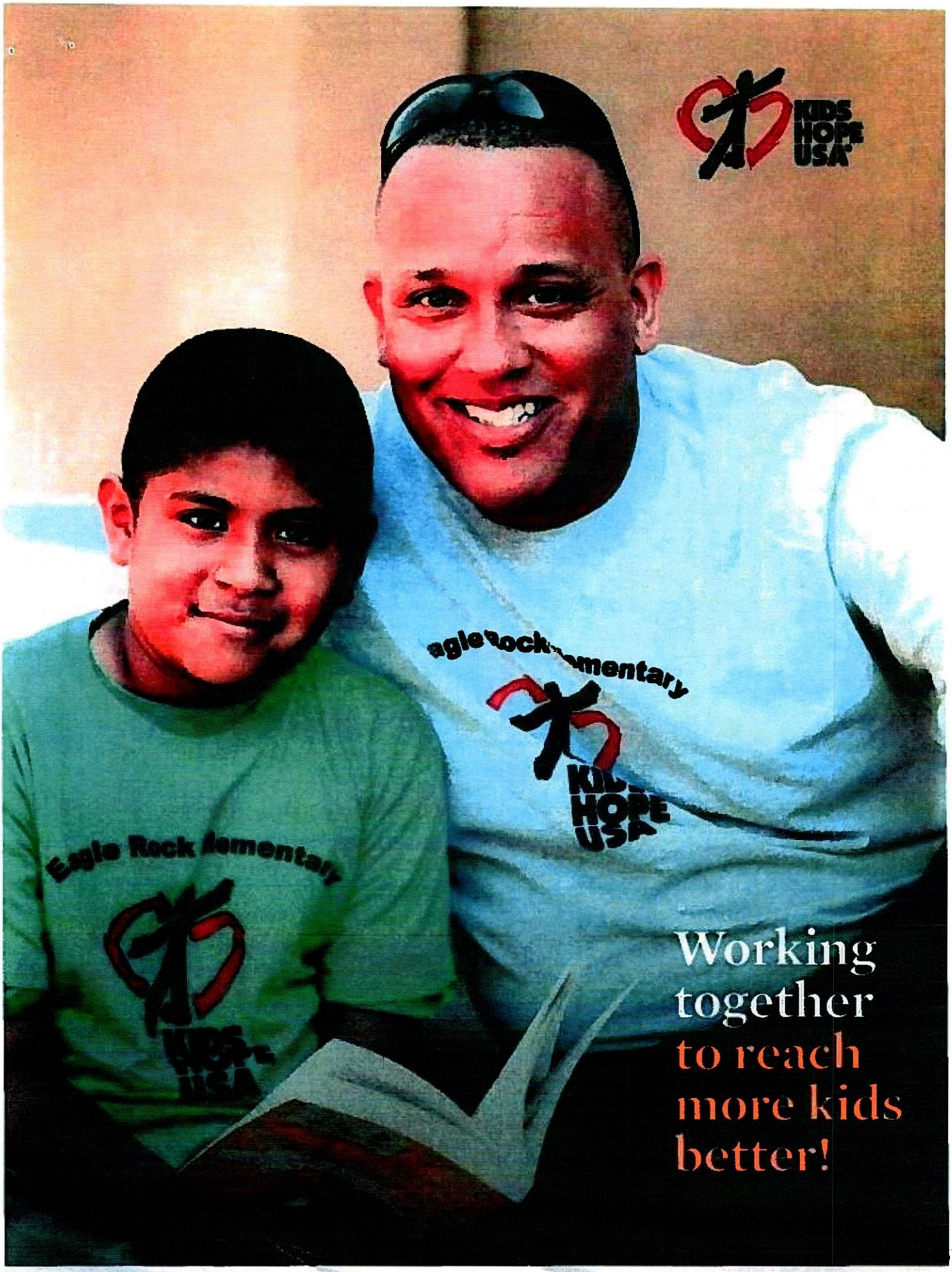
Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,
Sara Celis

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Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521
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KIDS HOPE USA
Eagle Rock Elementary
Working together to reach more kids better!

Kids Hope USA:
One Child.
One Hour.
One Church.
One School.

THE NEED

At-risk students live at-risk lives, often times with no boundaries or ones that make no sense at all. They long for direction, structure, and other life basics.

There are at-risk children in every school, in every community. Let's help change that reality—together.

CHOICES

Think for a moment, at-risk students have little or no ability to choose life for themselves. Rather they live with the decisions others have made for them.

However, we have been given the unbelievable privilege to make choices—to choose life and build real relationship with students.

SOLUTION

Send willing adults into their local schools to reach the kids who need it most in order to make an immediate impact in the lives of at-risk children in their community.



Churches mobilizing community outreach through volunteers.



Schools providing the opportunity to impact kids' lives who need it most.

Memorandum of Understanding
between
BISD and St. Paul's Episcopal Church

Shared Vision

Brownsville ISD and St Paul's Episcopal Church share a vision: to give at-risk children in BISD at Perez elementary school a caring mentor focused on helping these children to learn, grow, and develop confidence in their ability to succeed.

Intended Purpose

St. Paul's Episcopal Church has partnered with KID'S HOPE USA, a national organization that provides comprehensive training for volunteers who wish to serve as Mentors to local students. St Paul's Episcopal Church will provide trained Mentors to serve identified students at Perez elementary BISD campus.

BISD shall:

Designate individuals serving in campus leadership roles as specific points of contact at each participating campus.

Facilitate volunteer background checks as outlined in BISD School Board Policy.

Identify students who will benefit from the mentorship program and match students with Mentor based on individual needs.

Designate a public meeting space for the mentor and mentee to meet on a weekly basis and set a regular schedule for the meetings.

Provide academic learning materials to the Mentor specifically designed for the student to be used during the mentor session.

Provide appropriate oversight/supervision.

Reserve the right to remove or reassign a Mentor based on the best interest of the student and/or school.

Cooperate in the evaluation of the KID'S HOPE USA mentorship program.

St. Paul's Episcopal Church shall:

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Ensure that all mentors complete the KHUSA Background Check and the BISD Volunteer Background Check.

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Ensure that all volunteers agree to and observe the separation of church and state as defined in the KHUSA training materials.

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Not utilize the school or the mentor- mentee relationship as a vehicle for inviting students and/or their families to social events outside the school.

Ensure that, in addition to following the KHUSA training materials regarding appropriate physical boundaries with children, Mentors comply with BISD policies regarding communication with students, including but not limited to refraining from communicating with students via social media.

Maintain the confidentiality of all student information and acknowledge that any student information may be used only for purposes related to and within the scope of the KHUSA program.

St Paul's Episcopal Church

Rev Charles Sharrow
Representative's Name

Charles Sharrow
Representative's Signature

Pastor / Vicar
Title 10/30/19

Brownsville ISD

Dr. Rene Gutierrez
Representative's Name

Rene Gutierrez 2/6/20
Representative's Signature

Superintendent
Title

Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

St. Paul's Episcopal Church
Company Name

2/4/20
Date

Dr. René Gutiérrez
Superintendent

Minerva M. Peña
Board President

Dr. Prisci Roca Tipton
Board Secretary

2/4/20
Date

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