

NOTICE

**This notice is posted pursuant to the Texas Open Meetings Act.
[TEXAS GOVERNMENT CODE SECTION 551]**

BRYAN ISD BOARD OF TRUSTEES WORKSHOP

Boardroom

801 South Ennis Street

Bryan, TX 77803

Tuesday, June 20, 2023 – 6:00 PM

AGENDA

CALL TO ORDER

Welcome

Pledges of Allegiance

Citizens' Comments

Spotlight

1. Recognition of Dr. Brian Merrell Receiving Friends of Alternative Schools as Presented by the Texas Association for Alternative Education Friends of Alternative Schools
2. Recognition of Amanda Godfrey Receiving Lifetime Achievement Award as Presented by the Texas Association for Alternative Education's Lifetime Achievement
3. Hispanic Forum Donation for Rudder High School Mariachi Uniforms

Superintendent Update

1. Superintendent - Celebrating Employees and Students and Student Enrollment Information

ITEMS FOR DISCUSSION AND OR ACTION / CONSENT AGENDA

1. Consider Approval of the Meeting Minutes for May 1 and May 15, 2023 2



BRYAN ISD BOARD OF TRUSTEES MEETING
May 1, 2023

The Bryan ISD Board of Trustees met for a regular meeting on May 1, 2023, at noon, in the Boardroom of the Bryan ISD Administration Building, located at 801 South Ennis Street, Bryan, TX 77803.

Board members present:

- Dr. Julie Harlin
- Dr. Deidra Davis
- Ruthie Waller
- David Stasny
- Leo Gonzalez, II

Absent board member:

- Felicia Benford
- Mark McCall

Staff members present:

- Ginger Carrabine
- Dr. Barbara Ybarra
- Kevin Beesaw
- Carol Cune
- Linda Montoya
- Dr. Brian Merrell
- Jennifer Warren
- Ron Clary
- Clay Falls
- Janice Williamson
- Tiffany Lee

CALL TO ORDER

Board President, Dr. Julie Harlin, called the workshop to order at noon and extended a welcome to all attendees.

Citizens' Comment

No comment cards were presented.

Spotlight

Campus Spotlight - Bowen Elementary's Sign Language Club: Principal Kimberly Guess introduced students from Alton Bowen's Bobcat Sign Language Club. Bowen Elementary is home to the Regional Day School for the Deaf. Students across the Brazos Valley are bused to Bowen

Elementary for services learning in math and reading. The Sign Language Club is a new endeavor and a special one helping students connect with people who are hard of hearing. The club has built a sense of community and pride for all involved.

Bryan High School International Baccalaureate Senior Projects Exhibition

Sara Patterson introduced IB students and showed the student's work depth. An exhibit will be held on May 23, 2023. Students will showcase their exhibits that have had a cultural impact on history.

Board Committee Report

Finance Committee Update on Fencing Projects, Merrill Green Stadium Score-Board, and the Legislative Session

Trustee, David Stasny, stated that the committee received an update on the fencing projects. The bids for that project were considerably higher than the estimated amount. The Administration will look at the most cost-effective options for this project. Multiple Legislative options regarding School Finance are being vetted in the House and the Senate. The District will monitor the 88th Legislative session and move forward based on the legislative options.

Technology Committee Update on Software Renewals and Technology Purchases

Trustee Leo Gonzalez II stated that the committee met in April at 10:00 a.m. The administration updated the committee on the current student information management system that was up for renewal. Technology purchases for the new school year were underway and will follow the standard computer replacement cycle.

Information Item

Aspire Academy Update on Enrichment Pathways and Project Lead the Way

Director of Advanced Academics, Dr. Christina Richardson, gave a high-level overview of the Aspire Academy. The recruitment phase was complete. Over 470 students have been accepted. Campuses will continue to evaluate students to qualify. Enrichment planning has begun with the six teams of 1 K-12 teachers, administrators, TAMU faculty and community partners. The teams will set clear objectives and expectations for grading and weekly activities and lesson development, develop six weeks calendars and create enrichment introduction lessons for each of the six pathways. An Enrichment Showcase will be held in the Fall and Spring.

Project Lead the Way (PLTW) vertically aligns with Bryan ISD's high school Project Lead the Way courses in Science, Math, and ELA standards. It provides relevant, inspiring, engaging STEM activities for all students and turn-key modules for teachers. Approximately 1200 intermediate students will participate in PLTW for the 2023-2024 school year with little or no costs to the district, as campus Principals wrote grants to cover the cost for PLTW.

Safety and Security Update and Notice of Intruder

Assistant Director of Safety and Security, Rich Himmel, stated that on April 17, 2023, a safety audit was conducted in the District. The Auditor made a notation for one interior door and one exterior door infraction. The findings were discussed and resolved by the campus administration. The Auditor presented no other results.

District Data System Update

Director of Data Services Jennifer Lemons updated the Student Information System (SIS). The current software has been in place throughout the district since 1995. Historically, the replacement cycle was five years to review the process to ensure the district gets everything needed. Demos of multiple software companies took place. A review of the cost proposals took place. A rubric method was used to score the software. Skyward was the only vendor that scored high.

Skyward offered stakeholders the opportunity to dig deeper into the system to see the ease and flexibility of the SIS. The benefit of moving to Skyward is that it is a cloud-based solution. With this, there will be increased cybersecurity protection, eliminate the need to purchase new servers, and will eliminate the need for OS updates/virus protection.

The implementation cost estimate will be approximately \$1.5 million, with a plan to split these funds over three years and a \$100,000 contingency plan covering the additional data or history conversion, training and consulting. Extra savings would be approximately \$35,000 annually and \$280,000 for infrastructure.

The District could have additional savings by combining Cardonex, RaaWee, Timeclock Plus, and Absence Management could be included in the Skyward suite package.

Special Education Services Update

Executive Director of Special Services, Jennifer Warren, gave an update on the special education sustainable staffing model. The traditional staffing model is similar to the self-contained classroom. Classroom A 1 teacher and two instructional assistants serving ten students. Classroom B has one teacher and instructional assistant helping 15-18 students. Classroom C provides one teacher and two instructional assistants to service 15-18 students. The vacancy covered by long-term subs or other teachers absorbs the students. Compensation for teachers is provided for individuals working through a teacher planning period. The sustainable staffing model is Achieving Collaborative Excellence (ACE). The ACE model will allow the vacant classroom D teacher position to be reclassified to an ACE Teacher. One Instructional Assistant (IA) in Classrooms A & B each reclassified to a Clinical Teacher (IA). Classroom C will host Clinical II Methods Students. Vacant Classroom D Instructional Assistant positions reclassified to needed FTEs across the District and ACE Teacher stipends of approximately \$10,000.

The Administration seeks a combined service for campuses serving FLEX, PASS and SOAR students with Behavior Social and Support. The combined program would launch as "BEST" Behavioral Emotional Social Team, which will provide a combination of FLEX, PASS, and SOAR services at each campus in the district. The benefits are students can attend their zoned campus, with less student transition, providing equity and capacity across the district. The individual circumstance will be considered when deciding to mitigate the impact of student transition. Adjustments will be made to the Life Skills sections to provide paired teams across the district.

ITEMS FOR DISCUSSION AND OR ACTION / CONSENT AGENDA

A **motion** was made by Leo Gonzales and seconded by Dr. Deidra Davis to approve the items listed on the consent agenda. *The motion passed unanimously.*

- Superintendent's Final Recommendation for Professional Contracts for the 2023-2024 School Year

ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA

Business Services

DISCUSS AND CONSIDER APPROVAL OF A CONTRACT RENEWAL WITH THE KICKSTART KIDS PROGRAM FOR THE 2023-2024 SCHOOL YEAR

Assistant Superintendent of Business Services reported that Bryan ISD had long and successful relationships with the Kickstart Kids Martial Arts and Character Development Program. The program started at Jane Long and Davila in 2013. In 2017-18, the program expanded to include Rayburn Middle School. The administration seeks to add Sadberry Intermediate for the 2023-2024 school year. To date, there are 377 students in the program. Kickstart Kids has had a positive impact on student character.

A **motion** was made by Dr. Deidra Davis and seconded by Ruthie Waller to authorize the District Administration to enter into a contract with Kickstart Kids for the 2023-2024 school year. *The motion passed unanimously.*

Closed Session

CONVENE IN CLOSED SESSION

Board President Dr. Julie Harlin called for a closed session at 1:43 p.m. as authorized by Texas Government Code Chapter 551.074 and 551.083 for the subjects allowed.

DISCUSS ISSUES PERTAINING TO APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE (TEXAS GOVERNMENT CODE SECTION 551.074)

The agenda item was discussed in a session closed to the public.

DISCUSS TXEDCON 2023 DELEGATE ASSEMBLY FOR THE JOINT CONVENTION (TEXAS GOVERNMENT CODE CHAPTER 551.074)

The agenda item was discussed in a session closed to the public.

PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.0821, DELIBERATION CONCERNING A PUBLIC SCHOOL STUDENT WHEREIN PERSONALLY IDENTIFIABLE INFORMATION WILL NECESSARILY BE REVEALED

The agenda item was discussed in a session closed to the public.

DISCUSSION REGARDING INTRUDER DETECTION SECURITY AUDIT AND CORRECTIVE ACTION PLAN BASED ON FINDING FROM APRIL 17, 2023 - TEX GOV'T CODE 551.076

The agenda item was discussed in a session closed to the public.

Reconvene in Open Session

The Board reconvened in an open session at 2:25 p.m. The Board took no action in closed session.

CONSIDER THE APPOINTMENT OF THE DELEGATE AND ALTERNATE FOR THE 2023 TXEDCON

DELEGATE ASSEMBLY CONVENTION

A **motion** was made by Leo Gonzalez and seconded by Ruthie Waller accepting the Board of Trustees recommendation for Dr. Julie Harlin as the Official Voting Delegate and David Stasny as the Alternate to the 2023 TASB Delegate Assembly. *The motion passed unanimously.*

ADJOURN

There being no further business, the meeting adjourned at 2:26 p.m.

President

Secretary



BRYAN ISD BOARD OF TRUSTEES MEETING

May 15, 2023

The Bryan ISD Board of Trustees met for a regular meeting on May 15, 2023, at 6:00 p.m., in the Boardroom of the Bryan ISD Administration Building, located at 801 South Ennis Street Bryan, TX 77803.

Board members present:

- Dr. Julie Harlin
- Dr. Deidra Davis
- Felicia Benford
- Mark McCall
- Ruthie Waller
- David Stasny
- Leo Gonzalez, II

Staff members present:

- Ginger Carrabine
- Dr. Barbara Ybarra
- Kevin Beesaw
- Carol Cune
- Dr. Brian Merrell
- Jennifer Warren
- Clay Falls
- Janice Williamson
- Rich Himmell
- Tiffany Lee

CALL TO ORDER

Board President, Dr. Julie Harlin, called the meeting to order at 6:00 p.m. and welcomed all attendees.

Pledges of Allegiance

Fourth graders from Fannin Elementary led the audience in reciting the American Pledge. Students from Crockett Elementary's Robotics Team recited the Texas Pledge.

Citizens' Comment

The Board received a comment card from Nick Fajkus referencing a Safety and Security concern at a Bryan ISD campus.

Spotlight

Essential 8 “E8” Partner Award - Truist Bank

The agenda item was tabled until a future meeting.

Elementary & Secondary Teachers of the Month

The Elementary Teacher of the Month, Elizabeth Mitchell, Neal Elementary, received spotlight recognition. Principal Juanita Collins introduced Mitchell. The Secondary Teacher of the Month, Jose Lopez, Sam Rayburn Intermediate, was presented by Becky Ryberg. Both educators exhibited outstanding Essential 8 characteristics. The teachers received a certificate of appreciation and a gift card from Truist Bank.

Recognition of Jefferson Award Recipient Agustin Lara

Neal Elementary Principal Juanita Collins introduced Agustin Lara as the Jefferson Award recipient. Mr. Lara, a 4th-grade teacher at Neal Elementary, has worked tirelessly to make a difference in the community. Lara, a commuted educator who enjoys sharing his love for traveling, is delighted to bring cultural awareness into his classroom for his students.

Rudder High School’s Advanced Placement “AP” Capstone Program Celebrations

Dr. Christina Richardson stated that High School students have the opportunity to earn college credit through Advanced Placement courses. Seniors Ian Currie and Trey Gonzalez spoke about what AP Capstone means to them. They develop techniques, attend seminars and provide research-based evidence for their findings.

Bryan Collegiate High School Junior Service Projects

Principal Tommy Roberts stated that students attending Bryan Collegiate High must complete over 100 community service hours before graduation and provide a presentation on their service projects. Students spoke about the knowledge gained from the fantastic opportunities to serve the community. Before the May 2024 graduation, the Class of 2024 will have over 7,000 hours of volunteer work.

Recognition of Career & Technical Education “CTE” Student Achievements and Awards

Director of Career & Technical Education, David Reynolds, introduced Teachers and Instructors from the Career and Technical Education team. Over 300 students district-wide were recognized for their placement at State and National competitions.

Recognition of Joe Orsak - Rudder High School Baseball

Executive Director of Athletics, Janice Williamson, recognized Joe Orsak, Joe Orsak is a long-time voice of Rudder Ranger Baseball. For the past ten years, his dedication has brought joy and excitement to Ranger Stadium, from his music and sound effect choices to his warm and personal welcome of visiting teams that have endeared him to players and fans alike. But his selfless dedication of time and resources to support the Ranger Team sets him apart. He has always gone above and beyond his role as “team announcer” to ensure that the team has everything they need to succeed both on and off the field.

Citizens' Comment

The Board received a comment card from Nick Fajkus referencing a Safety and Security concern at a Bryan ISD campus.

Superintendent's Update

Superintendent, Ginger Carrabine, gave an update on all the wonderful events across the district. At this time of the year, there are numerous student celebrations. The annual Collegiate Signing occurred at Rudder High and Bryan High School; multiple students pledged their intent to play sports at the collegiate level.

UIL Champions from Rudder and Bryan High participated at the State Track meet. Both campuses received medals in track and field events.

The Robotics Exhibition was held with students across the district, showcasing various projects.

An annual retiree dinner was held. Individuals received a rocking chair to rock into the next Chapter of their lives.

Board Committee Reports

City School Committee: Trustee, Ruthie Waller, stated that the City is looking forward to partnering with the Bryan ISD to build a boathouse. Bryan ISD has over 5000 students participating in CTE courses. The district also provides services for Caldwell, Snook, and College Station ISD students. Summer parks and recreation events are underway. The new playground at Austin Colony Park is open. The committee discussed fence replacement at Johnson Elementary and access points.

The administration will continue to advocate for teachers and provide services for students. A Community Pep Rally is planned for August 4 at Merrill Green Stadium. The Education Foundation will host a Home Town Reunion (concert and dinner) on August 19, 2023.

Finance Committee: Trustee, Mark McCall, stated that the committee had met. The Safety and Security Fencing project bids came in higher than expected. The goal is to find the most cost-effective option for the district.

Executive Board Committee - Dr. Deidra Davis stated that the committee met. The committee received a high-level overview of the 2023 Election regarding vote centers and estimated costs for the election.

Teaching and Learning: Trustee Felicia Benford stated that the committee met and received a high-level overview of the annual renewals for additional educational and operational software and resources for the 2023-2024 school year. The STAAR/EOC testing calendar for the 2023-2024 school year conflicts with testing and April 10, 2024, early release date. Administration is reviewing possible options and will make a minor calendar adjustment.

TIA Teachers will receive a printout of the estimated payout on their June 15th paycheck.

ITEMS FOR DISCUSSION AND OR ACTION / CONSENT AGENDA

A **motion** was made by Dr. Deidra Davis and seconded by Felicia Benford to approve the items listed on the consent agenda. *The motion passed unanimously.*

- Meeting Minutes April 3, 2023
- Meeting Minutes April 17, 2023
- Bills Paid, Financial Statements, and Purchasing Report for April 2023
- Bank Depository Contract
- Skyward Student Information System and Enterprise Resource Planning Software
- Close Out for Career & Technical Education Complex Roof Replacement
- Quarterly Investment Report for the Quarter Ended February 28, 2023

ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA

Business Services

DISCUSS AND CONSIDER APPROVAL OF THE AFTER-SCHOOL AND SUMMER CHILD CARE PROGRAM

Assistant Director of Business Services, Melissa Martin, reported that the After-School and Summer Child Care Program will expire on July 31, 2023. Bryan ISD requested proposals for the continuation of this program. Three bids were received; Alphabest Education, Apollo After School, and Champions. The evaluation committee comprised an elementary principal, an intermediate principal, school leadership, and the finance team, who weighed in on the proposals. The proposed locations for the program for the 2023-2024 school year will be 12 elementary and three intermediate campuses. After the evaluation process, Bryan ISD recommended awarding the After School and Summer Child Care Program contract to Alphabest Education. Alphabest currently serves 78 school districts across the state.

A **motion** was made by David Stasny and seconded by Leo Gonzalez, II, to approve the recommendation to award the After School Care and Summer Care Program to Alphabest Education from August 2023 to the end of the summer program 2025 with two 2-year renewal options for the 2025-2027 and 2027-2029 school years, as presented. *The motion passed unanimously.*

CONSIDER APPROVAL OF AN ADDITIONAL RETENTION STIPEND FOR THE 2023-24 SCHOOL YEAR

Assistant Superintendent of Business Services, Kevin Beesaw, stated that after visiting with legislators and assessing the status of bills discussed in this legislative session, school funding would not be settled in the regular session and may be decided in a special session in September. The Administration proposed a one-time retention stipend of 1% for the December 2023 payroll. This would increase the December 2023 retention stipend from 1% to 2% and be in addition to the 2% September 2023 and 1% May 2024 retention stipends for a total of 5% for the 2023 school year. ESSER funds will be the funding source for the retention stipends. The recommendation for retention stipends will be for all teachers and staff returning for the 2023-24 school year.

A **motion** was made by Mark McCall and seconded by Dr. Deidra Davis for the approval of the retention stipends and sign-on bonus for the 2023-24 school year as presented. *The motion passed unanimously.*

Closed Session

CONVENE IN CLOSED SESSION

Board President Dr. Julie Harlin called for a closed session at 7: 27 p.m. as authorized by Government Code Chapter 551.074 and 551.0821 for the subjects allowed.

DISCUSS ISSUES PERTAINING TO APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE (TEXAS GOVERNMENT CODE SECTION 551.074)

The agenda item was discussed in a session closed to the public.

PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.0821, DELIBERATION CONCERNING A PUBLIC SCHOOL STUDENT WHEREIN PERSONALLY IDENTIFIABLE INFORMATION WILL NECESSARILY BE REVEALED

The agenda item was discussed in a session closed to the public.

Reconvene in Open Session

The Board reconvened in an open session at 8:35 No action took place in the closed session.

ADJOURN

There being no further business, the meeting adjourned at 8:35 p.m.

President

Secretary

2. Consider Approval of Bills Paid, Financial Statements, and Purchasing Report for May 2023

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Bryan ISD Monthly Update - Budgeted Funds

General Fund

May 2023

	Adopted Budget	9 Months May 2023	Estimated Budget Remaining	May Actual
Revenues:				
Local and Intermediate Sources	97,176,000	90,861,119	6,314,881	1,266,536
State Programs	58,499,000	40,438,121	18,060,879	3,144,871
Federal Programs	2,610,000	1,437,279	1,172,721	71,768
Total Revenues	158,285,000	132,736,519	25,548,481	4,483,175
Expenditures:				
11 Instructional	97,041,021	75,474,112	21,566,909	8,577,782
12 Instructional Resources	1,548,815	1,261,100	287,715	132,416
13 Instructional Staff Development	3,485,850	2,552,448	933,402	322,901
21 Instructional Leadership	3,495,741	3,168,397	327,344	336,863
23 Campus Administration	10,454,870	8,157,136	2,297,735	902,552
31 Guidance and Counseling	5,694,480	4,581,578	1,112,902	505,520
32 Social Work Services	420,371	133,053	287,318	15,931
33 Health Services	1,955,308	1,581,300	374,008	161,607
34 Student Transportation	7,455,668	6,242,738	1,212,930	652,281
35 Food Services	25,000	1,095	23,905	122
36 Cocurricular / Extracurricular	4,158,088	3,409,835	748,253	356,262
41 General Administration	4,542,665	3,640,869	901,796	376,427
51 Plant Maint. And Operations	16,035,805	12,778,071	3,257,734	1,243,271
52 Security and Monitoring	1,792,030	1,406,092	385,938	359,589
53 Data Processing Services	2,563,532	2,152,500	411,032	508,490
61 Community Services	156,256	151,653	4,603	19,904
71 Debt Services	835,000	625,953	209,047	208,651
72 Debt Services - SECO Loan	-	-	-	-
81 Facilities Acquisition & Constr.	-	-	-	-
95 Juvenile Justice AEP	60,000	43,324	16,676	10,298
97 Tax Incremental Financing	-	-	-	-
99 Intergovernmental Charges	1,127,500	564,853	562,647	-
Total Expenditures	162,848,000	127,926,107	34,921,893	14,690,866
Other Resources*	0	22,265	(22,265)	-
Other Uses**	0	(512,480)	(512,480)	5,368
Net Other Resources and Uses	0	(490,215)	(490,215)	5,368

**Other Uses include portable roof repairs and HVAC repairs due to damage from prior year hail storms
A Budget Amendment will be brought to cover the negative balances.

*Other Resources include sale of equipment from CTEC.

Bryan ISD Monthly Update - Budgeted Funds

Debt Service

May 2023

	Adopted Budget	9 Months May 2023	Estimated Budget Remaining	May Actual
Revenues:				
Local and Intermediate Sources	31,003,602	28,272,087	2,731,515	-
State Programs	150,000	799,288	(649,288)	-
Total Revenues	31,153,602	29,071,375	2,082,227	-
Expenditures:				
71 Debt Services	31,153,602	23,176,173	7,977,429	-
Total Expenditures	31,153,602	23,176,173	7,977,429	-

A Budget Amendment will be brought to cover the negative balances.

Bryan ISD Monthly Update - Budgeted Funds

School Nutrition Services

May 2023

	Adopted Budget	9 Months May 2023	Estimated Budget Remaining	May Actual
Revenues:				
Total Revenues*	11,000,000	11,617,339	(617,339)	1,234,624
Expenditures:				
35 Food Services	10,535,000	8,775,459	1,759,541	950,446
51 Plant Maint. And Operations	465,000	465,000	-	-
Total Expenditures	11,000,000	9,240,459	1,759,541	950,446

A Budget Amendment will be brought to cover the negative balances.

Bryan ISD Monthly Update - Non-Budgeted Funds
Special Revenue Funds
May 2023

	Adopted Budget	9 Months May 2023	Estimated Budget Remaining	May Actual
Revenues:				
Local and Intermediate Sources	-	710,001	-	138,626
State Programs	-	2,760,914	-	359,459
Federal Programs	-	22,102,834	-	3,261,917
Other	-		-	-
Total Revenues	-	25,573,750	-	3,760,001
Expenditures:				
11 Instructional	-	13,516,101	-	2,387,820
12 Instructional Resources	-	70,634	-	15,911
13 Instructional Staff Development	-	3,368,596	-	373,906
21 Instructional Leadership	-	754,840	-	108,643
23 Campus Administration	-	911,285	-	188,328
31 Guidance and Counseling	-	1,932,238	-	186,390
32 Social Work Services	-	677,363	-	83,194
33 Health Services	-	831,997	-	18,466
34 Student Transportation	-	1,453,640	-	80,373
35 Food Services	-		-	-
36 Cocurricular / Extracurricular	-	722,403	-	94,592
41 General Administration	-	242,240	-	46,362
51 Plant Maint. And Operations	-	755,991	-	85,265
52 Security and Monitoring	-	69,762	-	9,902
53 Data Processing Services	-	57,794	-	16,404
61 Community Services	-	208,866	-	64,446
71 Debt Services	-	-	-	-
81 Facilities Acquisition & Constr.	-		-	-
95 Juvenile Justice AEP	-		-	-
97 Tax Incremental Financing	-		-	-
99 Intergovernmental Charges	-		-	-
Subtotal Expenditures	-	25,573,750	-	3,760,001
Other Uses	-	-	-	-
Total Expenditures	-	25,573,750	-	3,760,001

These items do not require budgets to be adopted
by the Board of Trustees

**BRYAN INDEPENDENT SCHOOL DISTRICT
 REPORT OF SUPERINTENDENT APPROVED PURCHASES (\$25,000 - \$50,000)
 FOR THE MONTH OF MAY 2023**



Date	Dept	Campus	Vendor	Amount	Fund	Purch Method	Description
05/10/23	IMA	Technology	Savvas Learning Company	\$49,937.81	ESSER	Purchasing Cooperative	Purchase of grades 6, 7 & 8 ELA TX Student Edition Curriculum Consumables
05/19/23		Administration	Education Service Center VI	\$45,000.00	General	Interlocal Agreement	Safety and Security Audit 2023

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Savvas Learning Company

FUNDING AMOUNT: \$49,937.81

ADDRESS: PO Box 6820

FUNDING SOURCE: ESSER

CITY, STATE ZIP: Chandler, AZ 85246

DATE REQUIRED: May 2023

PURCHASING/BID METHOD:

Allied States 22-7436 Purchasing Cooperative

DESCRIPTION:

Purchase of grades 6, 7 & 8 ELA TX Student Edition Curriculum Consumables

JUSTIFICATION:

Curriculum Purchase

EFFECT ON FUTURE BUDGET YEAR:

n/a

REQUESTED BY:

Angela Wells

DATE:

May 2023

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

KA

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

GC

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES: NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____

YES: NO:



Angela Wells
 Instructional Material Manager
 Bryan Ind School District
 801 S Ennis St
 Bryan, TX 77803-4642
 United States

Quote Number: 217402-3
 Quote Creation Date: 01-23-2023
 Quote Expiration Date: 09-30-2023

Quote Release: 3

Bryan ISD myPerspectives 6-8 Consumable Print Only

Price Quote Summary

Solution	Base Amount	Total
myPerspectives English Language	\$ 49,937.81	\$ 49,937.81
Solution Subtotal	\$ 49,937.81	\$ 49,937.81
	Shipping & Handling	\$ 0.00
	Total	\$ 49,937.81

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
myPerspectives English Language Arts				
myPerspectives 6-8 Print Only SE's				
9780328991334	** MYPERSPECTIVES ENGLISH LANGUAGE ARTS 2020 TEXAS STUDENT EDITION GRADE 6	21.97	841	\$18,476.77
9780328991341	** MYPERSPECTIVES ENGLISH LANGUAGE ARTS 2020 TEXAS STUDENT EDITION GRADE 7	21.97	741	\$16,279.77
9780328991358	** MYPERSPECTIVES ENGLISH LANGUAGE ARTS 2020 TEXAS STUDENT EDITION GRADE 8	21.97	691	\$15,181.27
myPerspectives 6-8 Print Only SE's Subtotal				\$ 49,937.81
myPerspectives English Language Arts Subtotal				\$ 49,937.81

ISBN	Description	Price	Charged Qty	Total Charged
Solution Subtotal				\$ 49,937.81
Shipping and Handling				\$ 0.00
Total				\$ 49,937.81

**** Contract Pricing has been applied to these items**

Please send your purchase order to irvingsupport@savvas.com

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form or by mail. Please submit your PO and price via one of the following methods:

Please send your purchase order to irvingsupport@savvas.com

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

For questions regarding your order please call Customer Service: 1-800-848-9500.

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Savvas proprietary information and not subject to disclosure by the customer.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Return Policy: If you are not entirely satisfied with any of our products, then you may, within six months from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Savvas within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: <https://worktext-subscriptions.savvas.com/>.

Annual subscriptions for iLit and Successmaker: Products automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by completing the customer service request form which you can access here: <https://support.savvas.com/support/s/customer-service-support-form>.

Technical support services are included with purchase of Savvas digital products eform: <https://support.savvas.com/support/s/k12-curriculum-support-form> phone: 1-800-848-9500

Professional Services: All paid services must be scheduled and delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. MySavvasTraining, which provides online access to on-demand tutorials and interactive webinar sessions, is included with purchase of products (mySavvasTraining.com).

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Education Service Center VI

FUNDING AMOUNT: \$45,000

ADDRESS: 3332 Montgomery Road

FUNDING SOURCE: General Fund

CITY, STATE ZIP: Huntsville, TX 77340

DATE REQUIRED: May 2023

PURCHASING/BID METHOD:

Interlocal Agreement

DESCRIPTION:

Safety and Security Audit

JUSTIFICATION:

A safety and security audit provides an overview of facility safety and security by identifying areas that need improvement and those that are commendable. This proactive process ensures students are achieving their ultimate learning potential in a safe and secure environment.

EFFECT ON FUTURE BUDGET YEAR:

n/a

REQUESTED BY:

Rich Himmel/Ron Clary

DATE:

May 2023

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES: NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____

YES: NO:

GENERAL SPECIAL FUNDS

CHECKS OVER \$3000

MAY 2023

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
1	603063	AMAZON CAPITAL SERVICES INC	05/04/23	20,273.18	Districtwide: Office and Instruction Supplies		TTI, IDEA, LOC
2	603067	APPLE COMPUTER,INC.	05/04/23	5,231.95	MacBook, iPads, and Parts		LOC
3	603068	AVID CENTER	05/04/23	8,550.00	Summer Conference Registration, Districtwide	X	TT2, LOC
4	603072	BALFOUR	05/04/23	4,154.95	BHS, MCHS and BCHS Diploma Covers		LOC
5	603095	CANDOR CONSULTING AND DIAGNOSTICS	05/04/23	39,385.76	SPED Contract Student Assessment Services	X	IDEA
6	603112	DEER OAKS EAP SERVICES	05/04/23	3,147.48	Monthly EAP Services Charges	X	LOC
7	603128	ERIC ARMIN INC	05/04/23	28,565.40	Texas Instrument Calculators for BHS, RHS, BCHS, SFA and Davila Students		TTI, LOC
8	603131	ESS SOUTH CENTRAL LLC	05/04/23	70,693.29	Districtwide: Para and Teacher Substitute Charges	X	LOC
9	603135	FIKES WHOLESALE INC	05/04/23	19,639.74	Transportation Fuel		LOC
10	603139	FOLLETT SCHOOL SOLUTIONS LLC	05/04/23	6,477.59	Elementary Campus Library Books		TTI
11	603145	GOODYEAR TIRE & RUBBER COMPANY	05/04/23	12,406.28	Bus and White Fleet Tires		LOC
12	603172	LAKESHORE LEARNING MATERIALS LLC	05/04/23	4,967.94	Instructional Material for Mitchel		TTI
13	603174	MICHELLE LEAGANS LLC	05/04/23	3,900.00	BHS ShyAnne Officer and Team Choreography Contractor Services		LOC
14	603178	DENISE LINDEMAN	05/04/23	5,150.00	SPED Contract Student Assessment Services		IDEA
15	603183	LOWE'S HOME CENTERS LLC	05/04/23	3,448.26	Maintenance: Supplies and Materials		LOC
16	603208	PROCARE THERAPY INC	05/04/23	3,570.80	SPED Psychologist Services	X	IDEA
17	603220	SEIDLITZ EDUCATION	05/04/23	13,295.00	Professional Development Training and Materials		TT3
18	603233	SPECIALIZED ASSESSMENT & CONSULTING	05/04/23	6,630.00	SPED Contract Student Assessment Services	X	IDEA
19	603242	TEXAS LETTER JACKETS	05/04/23	3,465.00	BISD Student Ambassador Letter Jackets		LOC
20	603267	4IMPRINT INC	05/11/23	3,483.58	Tumblers for End of Year Service Awards		LOC
21	603268	ACCELERATE LEARNING INC	05/11/23	8,256.60	Elementary Math Educational Kits		TTI
22	603281	AMAZON CAPITAL SERVICES INC	05/11/23	18,373.85	Districtwide: Office and Instruction Supplies		TT3, LOC, TT1, DEd, Mini Grants
23	603283	APPLE COMPUTER,INC.	05/11/23	3,087.54	Chromebook and Computer Parts		LOC
24	603290	BAYER CONSTRUCTION ELECTRICAL CONTR	05/11/23	7,592.10	Baseball Field Electrical Work, Parts and Labor		LOC
25	603296	BLICK ART MATERIALS LLC	05/11/23	3,047.49	Johnson and BCHS Art Supplies		LOC
26	603301	BRYAN POLICE DEPARTMENT	05/11/23	253,915.38	Quarterly SRO payment	X	LOC
27	603304	BRYAN TEXAS UTILITIES	05/11/23	300,857.61	Districtwide: Monthly Electricity and Water		LOC
28	603313	CHI ST JOSEPH HEALTH REGIONAL HOSP	05/11/23	16,198.78	District Flu Vaccine	X	LOC
29	603333	ESS SOUTH CENTRAL LLC	05/11/23	71,558.88	Districtwide: Para and Teacher Substitute Charges	X	LOC
30	603367	JOURNEY HOUSE TRAVEL INC	05/11/23	4,281.83	Hotel Reservations for Staff and Student Travel		LOC
31	603373	KYRISH TRUCK CENTER OF BRYAN	05/11/23	10,146.60	Transportation Parts and Supplies		LOC
32	603376	LEAD4WARD LLC	05/11/23	7,862.00	Training Tools for 1st Year Teachers		TT2, LOC
33	603385	MARKERBOARD PEOPLE	05/11/23	8,100.00	Instructional Materials		TTI
34	603395	OPTIMUM	05/11/23	4,343.80	Monthly District Phone Service		LOC
35	603396	OPTIMUM	05/11/23	5,865.74	Monthly District Internet Service		LOC
36	603402	PROCARE THERAPY INC	05/11/23	3,570.80	SPED Tele-School Psychologist Services	X	IDEA
37	603403	PROJECT LEAD THE WAY INC	05/11/23	16,223.25	Long Robotics Design and Instructional Kits		TTI

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
38	603406	PYRAMID SCHOOL PRODUCTS	05/11/23	5,447.20	CDC Warehouse: Stock		LOC
39	603417	PAMELA SIMMONS	05/11/23	3,050.00	SPED Contract Student Assessment Services		IDEA
40	603422	SUMMIT ELECTRIC SUPPLY CO INC	05/11/23	4,008.02	Maintenance: Parts and Materials		LOC
41	603423	TEAM SOLUTIONS INC	05/11/23	8,119.00	Annual Support for Delta HVAC Controls Building Automation System		LOC
42	603424	TEXAS ASSOC OF SCH BOARDS-TASB	05/11/23	3,930.00	Conference Registration Fees		LOC
43	603429	TEXAS COMPTROLLER OF PUBLIC ACCOUNT	05/11/23	208,651.12	SECO Principal and Interest Payment	X	SECO
44	603448	THOMAS BUS GULF COAST	05/11/23	245,600.00	Buses, 2 Total	X	ESSER II
45	603449	CORE PROJECT	05/11/23	4,250.00	Curriculum Software License Renewal for BHS, RHS, Davila, MCHS, SFA and MS		ESSER III
46	603489	AMAZON CAPITAL SERVICES INC	05/18/23	25,401.84	Districtwide: Office and Instruction Supplies		TTI, LOC, TT3, DONATION
47	603491	APPLE COMPUTER,INC.	05/18/23	19,826.49	MacBooks (8 total), iPad (30 total), Parts and Supplies		TTI, LOC, DEd
48	603493	AVID CENTER	05/18/23	11,148.00	Summer Conference Registration, Districtwide	X	TT3
49	603529	CDW GOVERNMENT LLC	05/18/23	24,145.02	Districtwide Cisco Meraki Software License Annual Fee		LOC
50	603530	CHASTANG FORD	05/18/23	44,897.00	Maintenance Van Purchase (ordered placed 8/19/22)		LOC
51	603532	CHOOSING THE BEST PUBLISHING LLC	05/18/23	6,181.25	Davila, Long, SFA and Rayburn Student Instructional Materials	X	LOC
52	603538	CITIBANK N.A.	05/18/23	16,539.64	Student Travel; Districtwide: Sam's Supplies		TTI, LOC, Donation
53	603539	CITY OF BRYAN	05/18/23	29,639.43	Health Center Monthly Charge	X	LOC
54	603540	COAST TO COAST COMPUTER PRODUCTS	05/18/23	3,290.44	Districtwide Printer Toner Purchases		PSHOP
55	603545	CR TEXAS LLC DBA KD TIMMONS	05/18/23	3,000.00	Transportation Fluid		LOC
56	603550	DISCOVERY EDUCATION INC	05/18/23	23,000.00	Teacher Professional Development		TTI, LOC
57	603562	ESS SOUTH CENTRAL LLC	05/18/23	72,734.07	Districtwide: Para and Teacher Substitute Charges	X	LOC
58	603565	FERGUSON FACILITIES SUPPLY	05/18/23	6,142.00	CDC Warehouse: Stock		LOC
59	603566	FIKES WHOLESALE INC	05/18/23	17,588.65	Transportation Fuel		LOC
60	603574	GUARDIAN REPAIR & PARTS	05/18/23	6,659.01	Custodial: Parts and Supplies		LOC
61	603578	HEAT TRANSFER SOLUTIONS INC	05/18/23	16,048.85	Jones HVAC Parts		LOC
62	603583	IMAGINE LEARNING LLC	05/18/23	3,500.00	Onsite EDGE Professional Development		TT2
63	603586	INTERBORO PACKAGING	05/18/23	3,752.00	CDC Warehouse: Stock		LOC
64	603588	INTOUCH RECEIPTING	05/18/23	4,305.00	Annual Software for Finance		LOC
65	603595	JOURNEY HOUSE TRAVEL INC	05/18/23	18,730.44	CTE SkillsUSA Student Travel Hotel Arrangements		Donation, LOC
66	603600	KYRISH TRUCK CENTER OF BRYAN	05/18/23	9,760.17	Transportation Parts and Supplies		LOC
67	603607	MONOGRAMS & MORE	05/18/23	3,281.75	Neal and CTE Shirts		LOC
68	603612	NATIONAL COUNCIL FOR COMMUNITY	05/18/23	3,750.00	NCCEP/GEARUP Conference Registration		LOC
69	603615	OLIVER BROTHERS TRANSMISSIONS	05/18/23	3,839.37	Transmission Repair		LOC
70	603620	PROJECT LEAD THE WAY INC	05/18/23	33,218.25	Instructional Materials		TTI
71	603622	PYRAMID SCHOOL PRODUCTS	05/18/23	3,355.20	CDC Warehouse: Stock		LOC
72	603627	ROESSLER EQUIPMENT COMPANY	05/18/23	3,849.00	HVAC Parts and Supplies		LOC
73	603645	TEXAS COMMERCIAL WASTE	05/18/23	7,658.46	Districtwide: Compact Dumpster Service		LOC
74	603667	XEROX FINANCIAL SERVICES	05/18/23	16,094.35	Districtwide: Monthly Copier Lease		LOC
75	603475	EDUCATION SERV CENTER REGION VI	05/18/23	3,600.00	Annual Zoom Meeting Software Renewal		ESSER II
76	603683	SHI GOVERNMENT SOLUTIONS INC	05/18/23	10,092.80	E-Hall Pass Software for 28 Secondary Campuses		ESSER II
77	603476	NCS PEARSON INC	05/18/23	23,704.20	SPED Instructional Kits		TCLAS

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
78	603719	AMAZON CAPITAL SERVICES INC	05/25/23	22,670.45	Districtwide: Office and Instruction Supplies		TTI, LOC, Donation
79	603722	APPLE COMPUTER,INC.	05/25/23	108,675.95	MacBooks, iPad (230 total), and Parts		TTI, LOC
80	603739	CITY OF BRYAN	05/25/23	5,978.57	Neal Recreation Center		LOC
81	603751	DELL MARKETING L.P.	05/25/23	61,249.20	Chromebooks, Computers, and Monitors		PSHOP, LOC, PERKINS
82	603756	EDUCATION SERV CENTER REGION VI	05/25/23	45,060.00	Safety and Security Audit 2023		LOC
83	603761	ESS SOUTH CENTRAL LLC	05/25/23	74,863.87	Districtwide: Para and Teacher Substitute Charges	X	LOC
84	603766	FIKES WHOLESAL INC	05/25/23	71,923.84	Transportation Fuel		LOC
85	603779	IMPACT FIRE SERVICES	05/25/23	10,684.00	Fire Extinguisher Replacement, 200 total		LOC
86	603780	INTECH SOUTHWEST SERVICES LLC	05/25/23	10,100.00	Districtwide Instructional Headphones, 650 pair		TTI, LOC
87	603787	JOURNEY HOUSE TRAVEL INC	05/25/23	17,347.37	Travel Arrangements for Student, Teacher, and Administration Conference/Trainings		IDEA, LOC
88	603789	KNOWSYS EDUCATIONAL SERVICES LLC	05/25/23	3,234.00	PSAT Student and Teacher Workbooks		LOC
89	603795	LARRY JOLLISANT, INC	05/25/23	19,500.00	Portable Relocation from RHS to BHS		LOC
90	603796	LEGO EDUCATION US	05/25/23	18,686.50	Lego Educational Software for Districtwide Use		TTI, LOC
91	603810	MUSIC & ARTS	05/25/23	5,069.52	BHS and RHS Band Instruments and Accessories		LOC
92	603819	POSITIVE PROMOTIONS	05/25/23	3,314.37	Jones Classroom Materials and Supplies		Donation
93	603839	SCHOOL NURSE SUPPLY, INC.	05/25/23	4,140.00	Portable Audiometers for Nurse Clinics		LOC
94	603844	SKILLSUSA TEXAS	05/25/23	16,060.00	BHS, RHS and CTE SkillsUSA Student Registration		LOC
95	603848	SPECIALIZED ASSESSMENT & CONSULTING	05/25/23	7,395.00	SPED Contract Student Assessment Services	X	IDEA
96	603851	STRING AND HORN SHOP INC	05/25/23	3,534.54	SFA Band Supplies		LOC
97	603856	T K SALES	05/25/23	45,868.00	CDC Warehouse: Stock		LOC
98	603860	TECHNOLOGY STUDENT ASSOCIATION	05/25/23	4,015.00	CTE Student Conference Registration		LOC
99	603868	TEXAS POLITICAL SUBDIVISIONS	05/25/23	3,290.86	Auto Liability Insurance Deductible Billing for April	X	LOC
100	603871	TIMECLOCK PLUS, LLC	05/25/23	6,996.42	Timeclock Hardware Support and Maintenance Annual Fee		LOC
101	603873	UNIFIRST HOLDINGS	05/25/23	3,448.14	Transportation Uniform Service		LOC
102	603876	UNITED STATES POSTAL SERVICE	05/25/23	4,000.00	BHS Postage		LOC
103	603889	XEROX CORPORATION	05/25/23	25,309.33	Districtwide: Monthly Copier Lease		LOC
104	603891	XEROX FINANCIAL SERVICES	05/25/23	8,633.01	Districtwide: Monthly Copier Lease		LOC
105	603685	AMAZON CAPITAL SERVICES INC	05/25/23	5,110.90	Districtwide: Office and Instruction Supplies		ESSER II
106	603686	THOMAS BUS GULF COAST G P	05/25/23	856,750.00	Buses, 7 total	X	ESSER II
107	603688	APPLE COMPUTER,INC.	05/25/23	11,750.00	Johnson iPads, 25 total		ESSER III
108	603902	TEXAS TEACHERS	05/31/23	5,469.20	Payroll Deductions		LOC
109	603922	AMAZON CAPITAL SERVICES INC	05/31/23	26,277.88	Districtwide: Office and Instruction Supplies		TTI, LOC, TT3, Donation, Ded
110	603923	AMERICAN ALLIED HEALTH INC	05/31/23	5,170.00	Student Patient Care Technician Certification at BHS	X	LOC
111	603927	ATMOS ENERGY	05/31/23	14,989.92	Districtwide: Monthly Gas Charges		LOC
112	603928	AVID CENTER	05/31/23	8,479.10	Summer Conference Registration, Districtwide	X	TTI, LOC
113	603929	B/CS HABITAT FOR HUMANITY	05/31/23	47,708.26	Conlee Home Contribution		LOC
114	603930	BRAZOS COUNTY TREASURER'S OFFICE	05/31/23	10,298.00	Juvenile Detention Center Services	X	LOC
115	603931	BURMAX COMPANY INC	05/31/23	3,793.23	RHS CTE Classroom Supplies		LOC
116	603938	COLLEGE BOARD	05/31/23	19,943.00	BHS, RHS and BCHS SAT Testing Materials	X	LOC
117	603945	ENOME INC (GOALBOOK)	05/31/23	141,907.50	Goalbook Toolkit Membership Annual Software Fee	X	IDEA

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
118	603948	ESS SOUTH CENTRAL LLC	05/31/23	78,545.37	Districtwide: Para and Teacher Substitute Charges	X	LOC
119	603961	INTECH SOUTHWEST SERVICES LLC	05/31/23	5,750.00	iPad Cases, 230 total		TTI
120	603964	JOURNEY HOUSE TRAVEL INC	05/31/23	3,409.64	Hotel Reservations for Staff and Student Travel		LOC
121	603965	KLEEN AIR SERVICE & SALES	05/31/23	3,305.88	Maintenance HVAC Supplies		LOC
122	603968	KYRISH TRUCK CENTER OF BRYAN	05/31/23	17,694.16	Transportation Parts and Supplies		LOC
123	603971	DENISE LINDEMAN	05/31/23	3,800.00	SPED Contract Student Assessment Services		IDEA
124	603982	PRECISION HAIL & COLLISION	05/31/23	3,452.83	Repair to 2021 Suburban due to Accident, Insurance Funded		LOC
125	603984	RELIABLE	05/31/23	3,099.82	Service on Bus 4262		LOC
126	603990	SCHOLASTIC INC	05/31/23	3,476.41	Districtwide Book Purchase		TTI, TT3
127	603993	SEIDLITZ EDUCATION	05/31/23	8,447.50	Bilingual Professional Development and Materials		TT3
128	604001	STEPPING STONES GROUP LLC	05/31/23	10,360.00	SPED Speech Therapist Contract Services	X	IDEA
129	604007	TEXAS COUN OF ADM OF SPEC EDU-TCASE	05/31/23	3,320.00	SPED Counselor Annual Dues		IDEA
130	604012	TIVA	05/31/23	5,740.00	Conference Registration Fees		LOC
131	604017	SANTOSH VEMULA	05/31/23	4,975.00	Video Services for Graduations Convocation, Fine Arts and Athletics		LOC
132	603905	PIRAINO CONSULTING	05/31/23	7,926.02	Displays and Installation at BCHS, Bowen, and Jones		ESSER II

Disp Fund: 181 ATHLETIC

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
133	603031	BSN SPORTS LLC	05/04/23	3,819.82	BHS and SFA Soccer, Track, Football and Cross Country Equipment.		1813
134	603452	BADGEHIRE CORPORATE SERVICES	05/11/23	3,425.00	BHS, RHS and Davila Game Security		1813
135	603671	BSN SPORTS LLC	05/18/23	9,940.44	BHS and RHS Wrestling, Baseball, Track, Football, Soccer and Cross Country Equipment, Shoes and Shorts		1813
136	603674	CITIBANK N.A.	05/18/23	7,654.33	Athletic Student Meal for Out of Town Travel		1813
137	603915	TEXAS HIGH SCHOOL COACHES ASSO.	05/31/23	3,490.00	BHS Coach Annual Dues		1813

Disp Fund: 240 FOOD SERVICE

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
138	36266	GOLD STAR FOODS	05/22/23	4,082.18	Districtwide: Bread, Produce and Food Products		2403
139	36270	HILAND DAIRY FOODS COMPANY INC	05/22/23	83,777.67	Districtwide: Milk		2403
140	36282	SCARMARDO PRODUCE CO	05/22/23	25,819.16	Districtwide: Produce		2403
141	V1001662	LABATT FOOD SERVICE	05/22/23	86,642.49	Districtwide: Food and Supplies		2403
142	V1001665	LABATT FOOD SERVICE	05/22/23	90,306.64	Districtwide: Food and Supplies		2403
143	V1001669	LABATT FOOD SERVICE	05/22/23	86,429.52	Districtwide: Food and Supplies		2403
144	V1001672	LABATT FOOD SERVICE	05/22/23	69,070.85	Districtwide: Food and Supplies		2403
145	36291	ACE MART RESTAURANT SUPPLY COMPANY	05/31/23	27,438.87	Sadberrry Campus Supplies		2403
146	36303	HEART OF TEXAS PIZZA, LP	05/31/23	18,208.00	Districtwide: Pizza		2403
147	36306	HILAND DAIRY FOODS COMPANY INC	05/31/23	9,770.25	Districtwide: Milk		2403
148	36311	KURZ & CO.	05/31/23	9,046.60	Districtwide: Bread		2403
149	36324	SCARMARDO PRODUCE CO	05/31/23	14,214.80	Districtwide: Produce		2403
150	V1001673	LABATT FOOD SERVICE	05/31/23	3,600.48	Districtwide: Food and Supplies		2403

Disp Fund: 461 ELEMENTARY/CTE/BRYAN COLLIGIATE CAMPUS ACTIVITY

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
151	16317	SCHOLASTIC BOOK FAIRS	05/11/23	6,205.92	Henderson Spring Book Fair		4613
152	16344	C.C. CREATIONS, LTD	05/25/23	5,107.39	Kemp and Branch Student Shirts		4613
153	16438	SCHOLASTIC BOOK FAIRS	05/31/23	8,225.13	Kemp and Jones Book Fair		4613

Disp Fund: 462 INTERMEDIATE/MIDDLE SCHOOL CAMPUS ACTIVITY

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
154	12401	ESF FUNDRAISING OF TEXAS	05/11/23	4,500.00	Davila and Rayburn Chocolate Bar Fundraiser		4623

Disp Fund: 463 BRYAN HIGH SCHOOL CAMPUS ACTIVITY

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
155	7130	JOURNEY HOUSE TRAVEL INC	05/04/23	16,011.54	Band Disney Trip		4633
156	7131	NAVIGATE 360 LLC	05/04/23	5,550.00	PBIS Student Reward Annual Software		4633
157	7145	LEGACY CHARTERS	05/18/23	4,050.00	Baseball Playoffs in Waco		4633

Disp Fund: 464 RUDDER HIGH SCHOOL CAMPUS ACTIVITY

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
158	7149	CITIBANK N.A.	05/18/23	3,152.81	Athletic Student Meal for Out of Town Travel		4643

Disp Fund: 699 CONSTRUCTION

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
159	4622	CORGAN	05/22/23	3,000.00	BHS Scoreboard Consulting		6993
160	4623	DRYMALLA CONSTRUCTION COMPANY LLC	05/22/23	2,323,186.05	Sadberry Construction (Board Approval Date - 03/20/20)	X	6993
161	4627	PBK ARCHITECTS, INC	05/22/23	49,841.94	Sadberry Construction (Board Approval Date - 03/20/20)	X	6993
162	4628	STRING AND HORN SHOP INC	05/22/23	15,400.00	Fine Arts Instruments		6993
163	4629	VOGLER SHEET METAL COMPANY INC	05/22/23	596,448.00	Kemp, Ross, and Mitchell Roof (Board Approval Date - 12/05/22)	X	6993

Disp Fund: 784 SELF INSURANCE

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
164	V9000346	SEDGWICK CLAIMS MANAGEMENT SERVICES	05/05/23	15,411.69	Workers Compensation Claims		7843
165	V9000347	SEDGWICK CLAIMS MANAGEMENT SERVICES	05/11/23	7,964.44	Workers Compensation Claims		7843
166	V9000349	SEDGWICK CLAIMS MANAGEMENT SERVICES	05/25/23	3,661.69	Workers Compensation Claims		7843
167	V9000350	SEDGWICK CLAIMS MANAGEMENT SERVICES	06/02/23	6,791.14	Workers Compensation Claims		7843

Disp Fund: 868 RUDDER HIGH SCHOOL STUDENT ACTIVITY

Item	Check No	Vend Name	Run Date	Amount	Description	Brd	Disp Fund
168	7162	EWELL EDUCATIONAL SERVICES	05/18/23	4,182.00	FFA Spring Contest Entry		8683

3. Consider Approval of the Texas Teacher Evaluation and Support System (T-TESS) and the Bryan Teacher Evaluation and Support System (B-TESS) Appraisal Calendar for the 2023-2024 School Year

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Texas Teacher Evaluation and Support System (T-TESS) & Bryan Teacher Evaluation and Support System (B-TESS) 2023-2024 Teacher Appraisal Calendar

State regulations require the District to establish a time frame for each school's teacher appraisal period.
Specific timelines are outlined below. ([see DNA\(LEGAL\)](#))

T-TESS/B-TESS Orientation	
July 1, 2023 - August 11, 2023	T-TESS refresher training for all returning teachers to BISD.
July 27, 2023 <small>(New Teacher Institute)</small>	T-TESS orientation training for all new teachers to BISD. <small>*Note The district will provide any late hires refresher/orientation training and an email will be sent to the campus principal when the training has been completed</small>
T-TESS and B-TESS Teacher Self-Assessment, Goal-setting, and Student Learning Objectives (SLO)	
August 10, 2023 Sept. 14, 2023	Submit to the appraiser for approval within six weeks from the day of completion of the orientation/refresher, to be discussed at a face-to-face conference, which is required for all teachers and their appraisers. <small>*Note: Late hires will be provided the same six-week window.</small>
August 28 – May 3, 2024	
Informal observations/walkthroughs conducted with ongoing feedback provided to support & develop teacher growth	
No earlier than September 7th if the teacher's goals, SLO, and PD calendar have been submitted to the appraiser	
Unannounced Formal (45-minute) Observation <ul style="list-style-type: none"> ● The 2-week window provided to the teacher ● Observation scores for Domains 1, 2, & 3 were shared within <u>ten business days</u> of observation. ● Face-to-face post-conference conducted within <u>ten business days</u> of observation (see DNA(LEGAL)) <ul style="list-style-type: none"> ○ Request for 2nd Formal Observation must be made within ten working days of the Post Conference. ○ A teacher may be given advance notice of the date or time of the second appraisal, but advance notice is not required. 	
Ongoing throughout the 2023-2024 School Year	
Goal-Setting & Student Learning Objectives for Late Hires <ul style="list-style-type: none"> □ Submitted to the appraiser within six weeks from the day of the completion of the orientation/refresher □ Review of teacher and student data □ Review of the Goal-Setting and SLO to formatively assess progress toward goals and teacher and student performance □ Collection of evidence to support Domain IV by teacher and appraiser (as appropriate) 	
April 2 - May 3, 2024	
<ul style="list-style-type: none"> ● End-of-Year Summative Conferences to be held face-to-face between teacher & appraiser. ● Domains I, II, and III Summative scores are shared electronically with the teacher at least five days before the summative conference. ● Review of data and evidence gathered throughout the appraisal year for Domain IV, including the teacher's evidence for this domain; Domain IV scores determined and shared. ● Discuss progress toward the teacher's SLO and professional goals for 2023-24. ● Discuss potential goals, student learning objectives, and professional development plans for the next school year. <ul style="list-style-type: none"> ○ For information regarding a request for a second appraisal for Domain IV and the performance of the teachers' students as defined in 19 Administrative Code 150.1001(f)(2) within ten working days of receiving a written annual summative appraisal with which the teacher disagrees can be found in Board Policy DNA(LEGAL) 	

Note: Teachers will submit an electronic verification of the summative conference, which will serve as his/her signature of receipt of the summative document.

4. Consider Approval of Purchase Over \$50,000 for NWEA Measures of Academic Progress

31

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: NWEA

FUNDING AMOUNT: 227,852.50

ADDRESS: 121 NW Everett Street

FUNDING SOURCE: *ESSER*

CITY, STATE ZIP: Portland, OR 97209

DATE REQUIRED: Aug 1, 2023

PURCHASING/BID METHOD:

Central Texas Purchasing Alliance

DESCRIPTION:

Map Growth K-12 \$176,400.00

Map Growth Science (Add On) \$ 22,137.50

Map Reading Fluency Add-On for Bundle Price (incl. English and Spanish) \$29,315.00

Growth Report + 1hr Virtual Consulting

JUSTIFICATION:

NWEA is a research-based, not-for-profit organization that supports students and educators worldwide by creating assessment solutions that precisely measure growth and proficiency—and provide insights to help tailor instruction. Computer adaptive interim assessments provide an accurate view of what each student knows and is ready to learn so teachers can plan instruction, group students based on their specific needs, and track academic growth over time. MAP Growth would also serve as a growth measure for the Teacher Incentive Allotment program. This purchased includes MAP Growth, MAP Reading Fluency, and associated professional development.

EFFECT ON FUTURE BUDGET YEAR:

ESSER

Barbara Ybarra

REQUESTED BY: Barbara Ybarra

DATE:

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D:

YES:

NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____

YES:

NO:



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
Start Date: 09/01/2023
End Date: 08/31/2024

Created Date: 04/12/2023
Quote Number: 00077269
Agency Code: 16245

Prepared By: Jennifer Little
Phone:
Email: jennifer.little@nwea.org

Contact Name: Mary Desern
Phone: (979) 209-1089
Email: mary.desern@bryanisd.org

Bill To Name: Bryan ISD
Bill To Address: 101 N. Texas Ave.
Bryan, TX 77803

Ship To Name: Bryan ISD
Ship To Address: 101 North Texas Avenue
Bryan, TX 77803-5313

Table with 6 columns: Product, List Price, Sales Price, Quantity, Total Price, Item Discount. Rows include MAP Growth K-12, MAP Growth Science (Add-On), MAP Reading Fluency Add-on for Bundle price, and Growth Report +1hr Virtual Consulting.

Quote Discount -\$46,126.00
Quote Subtotal \$227,852.50
Estimated Tax \$0.00
Grand Total \$227,852.50

Terms and Conditions

This Schedule A is subject to the terms and conditions located at: https://legal.nwea.org/ (the "Agreement") for the Products and Services listed above. By signing this Schedule A, you agree you have read, understand, and agree to the terms of the Agreement.

General. Product and Onsite/Virtual Services-specific terms are located at: http://legal.nwea.org/msa_supplemental_terms.pdf.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html

Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address or specify changes to your Account Manager.

Signature

Signature: Jill Morris

Printed Name: Jill Morris

Date: 4/17/2023

Title: Director, AREA

5. Consider Approval of Purchase Over \$50,000 for Imagine Learning

36

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Imagine Learning	FUNDING AMOUNT: \$263,190.00
ADDRESS: 8860 E. Chaparral Rd	FUNDING SOURCE: Title 1
CITY, STATE ZIP: Scottsdale, AZ 85250	DATE REQUIRED: 8/1/2023

PURCHASING/BID METHOD:

By Board's approval

DESCRIPTION: Imagine Learning is the company for the intervention program, Imagine Math, and the credit recovery program, Edgenuity. Imagine Math is a rigorous, standards-rich, supplemental math curriculum that adapts to the individualized needs of each student in grades 3-6. This on-line program provides interventions to enrich students at the advanced level and provide interventions for those that are struggling. Teachers, administrators and district personnel can assess student progress through data reports provided by the program. Edgenuity provides extensive opportunities for credit recovery and is also used for credit advancement. The district uses this program throughout the year for six weeks grade repair as well as course credit.

JUSTIFICATION: Imagine Math is diagnostic and provides differentiation for all students. It is fully integrated with NWEA. Edgenuity has been used for a number of years by our district and has many courses that can be used to support credit recovery for our students.

EFFECT ON FUTURE BUDGET YEAR:

Requesting purchase with existing Title 1 funds
The quote is for 3 years to provide a substantial discount.

REQUESTED BY: Dr. Leslie Holtkamp	DATE: June 8, 2023
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KEVIN BEESAW, ASSIST SUPT OF BUS SERV	APPROVED: <input type="checkbox"/>	DENIED: <input type="checkbox"/>
GINGER CARRABINE, SUPERINTENDENT	APPROVED: <input type="checkbox"/>	DENIED: <input type="checkbox"/>

DATE OF BOARD MEETING:	APPROVED: <input type="checkbox"/>	DENIED: <input type="checkbox"/>
-------------------------------	---	---

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: **YES:** **NO:**

PURCHASE ORDER NO: _____ **BUDGET TRANSFER REQUIRED:**

DATE ISSUED: _____

YES:

NO:



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 8/1/2023
Quote No. 243165
Acct. No. 03:br:TX:12215637
Total \$789,570.00
Pricing Expires 7/31/2024

Bryan Independent School District
801 S Ennis St
Bryan TX 77803

Payment Schedule	Contract Start	Contract End
2023: \$263,190.00	8/1/2023	7/31/2026
2024: \$263,190.00		
2025: \$263,190.00		

Qty	Description	Comment	End Date	Per Unit	Amount
Alton O Bowen Elementary School					
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Anson Jones Elementary School					
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Arthur L Davila Middle School					
1	Digital Libraries 6-8 Comprehensive Site License (all MS math, ELA, science, social studies, MS electives, and MS World Languages; excludes eDynamic Learning and Purpose Prep)		07/31/2026	\$39,600.00	\$39,600.00
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Bonham Elementary School					
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Bryan Collegiate High School					

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

BRYAN INDEPENDENT SCHOOL DISTRICT

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Jordan Armstrong
jordan.armstrong@imaginelearning.com
361-484-3198

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 8/1/2023
Quote No. 243165
Acct. No. 03:br:TX:12215637
Total \$789,570.00
Pricing Expires 7/31/2024

Qty	Description	Comment	End Date	Per Unit	Amount
1	Digital Libraries 9-12 Comprehensive Site License (HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)		07/31/2026	\$67,500.00	\$67,500.00
1	Edgenuity Academic Integrity - Includes Plagiarism Checker and Speed Radar		07/31/2026		\$0.00
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Bryan Independent School District					
1	Classlink Integration (Provides SSO from Classlink. Requires nightly import, sold separately)		07/31/2026	\$0.00	\$0.00
1	Imagine Math District-Wide License for all students served within the district boundaries		07/31/2026	\$318,000.00	\$318,000.00
1	Nightly Imports - Student and Teacher Data (creates on nightly basis, no class creation included)		07/31/2026	\$0.00	\$0.00
3	Professional Development Comprehensive Onsite Package - Edgenuity or MyPath K-12 - up to 40 educators. Package includes 4 onsite days comprised of up to 8 sessions of customer's choice delivered onsite.		07/31/2026	\$13,300.00	\$39,900.00
2	Professional Development Comprehensive Onsite Package - IL Math - up to 40 educators per session. Package includes 4 onsite days comprised of up to 8 sessions of customer's choice.		07/31/2026	\$14,000.00	\$28,000.00
3	Professional Development Onsite Day		07/31/2026	\$3,400.00	\$10,200.00
6	Professional Development Webinar Training		07/31/2026	\$750.00	\$4,500.00
Crockett Elementary School					
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Disciplinary Alternative Ed Program-Daep					
1	Digital Libraries 6-12 Comprehensive All Site License (MS and HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)		07/31/2026	\$33,000.00	\$33,000.00
1	Edgenuity Academic Integrity - Includes Plagiarism Checker and Speed Radar		07/31/2026		\$0.00
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Fannin Elementary School					
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Henderson Elementary School					
1	Imagine Math District-Wide Access	39	07/31/2026	\$0.00	\$0.00



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 8/1/2023
Quote No. 243165
Acct. No. 03:br:TX:12215637
Total \$789,570.00
Pricing Expires 7/31/2024

Qty	Description	Comment	End Date	Per Unit	Amount
James Earl Rudder High School					
1	Digital Libraries 9-12 Comprehensive Site License (HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)		07/31/2026	\$67,500.00	\$67,500.00
1	Edgenuity Academic Integrity - Includes Plagiarism Checker and Speed Radar		07/31/2026		\$0.00
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Jane Long Intermediate School					
20	Digital Libraries 3-8 Concurrent User (3-5 content for math, ELA, science, and social studies; all MS math, ELA, science, social studies, MS electives, and MS World Languages; excludes eDynamic Learning and Purpose Prep)		07/31/2026	\$2,100.00	\$42,000.00
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Johnson Elementary School					
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Kemp Carver Elementary School					
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Mary Branch Elementary School					
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Mary Catherine Harris Schl-Sch of Choice					
1	Digital Libraries 9-12 Comprehensive Site License (HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)		07/31/2026	\$36,000.00	\$36,000.00
1	Edgenuity Academic Integrity - Includes Plagiarism Checker and Speed Radar		07/31/2026		\$0.00
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Mitchell Elementary School					
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Navarro Elementary School					
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Neal Elementary School					
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Sadberry Intermediate					



Price Quote

8860 E. Chaparral Rd
 Suite 100
 Scottsdale, AZ 85250
 877-725-4257

Date 8/1/2023
Quote No. 243165
Acct. No. 03:br:TX:12215637
Total \$789,570.00
Pricing Expires 7/31/2024

Qty	Description	Comment	End Date	Per Unit	Amount
20	Digital Libraries 3-8 Concurrent User (3-5 content for math, ELA, science, and social studies; all MS math, ELA, science, social studies, MS electives, and MS World Languages; excludes eDynamic Learning and Purpose Prep)		07/31/2026	\$2,100.00	\$42,000.00
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Sam Houston Elementary School					
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Sam Rayburn Intermediate School					
20	Digital Libraries 3-8 Concurrent User (3-5 content for math, ELA, science, and social studies; all MS math, ELA, science, social studies, MS electives, and MS World Languages; excludes eDynamic Learning and Purpose Prep)		07/31/2026	\$2,100.00	\$42,000.00
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Stephen F Austin Middle School					
1	Digital Libraries 6-8 Comprehensive Site License (all MS math, ELA, science, social studies, MS electives, and MS World Languages; excludes eDynamic Learning and Purpose Prep)		07/31/2026	\$39,600.00	\$39,600.00
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Sul Ross Elementary School					
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00
Travis B Bryan High School					
1	Digital Libraries 9-12 Comprehensive Site License (HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)		07/31/2026	\$67,500.00	\$67,500.00
1	Edgenuity Academic Integrity - Includes Plagiarism Checker and Speed Radar		07/31/2026		\$0.00
1	Imagine Math District-Wide Access		07/31/2026	\$0.00	\$0.00

Subtotal \$877,300.00
Discount (\$87,730.00)
Total \$789,570.00

6. Consider Approval of Purchase Over \$50,000 for Candor Consulting and Diagnostic Group, LLC

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**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Candor Consulting and Diagnostic Group **FUNDING AMOUNT:** not to exceed \$90,000

ADDRESS: 111 North Wall Street, #1171 **FUNDING SOURCE:** IDEA B

CITY, STATE ZIP: Belton, TX 76513 **DATE REQUIRED:** June 2023

PURCHASING/BID METHOD:
Professional Service

DESCRIPTION:
Specialized services provided by Candor Consulting & Diagnostic Group for student special education evaluation services.

JUSTIFICATION:
Candor Consulting & Diagnostic Group is used within the Sp Ed department to assist with student evaluation services. This assistance is needed due to shortages in this specialized area and an increase in referrals for special education evaluations.

EFFECT ON FUTURE BUDGET YEAR:
N/A

REQUESTED BY: Catherine George **DATE:** 6/6/23

KEVIN BEESAW, ASSIST SUPT OF BUS SERV **APPROVED:** **DENIED:**

GINGER CARRABINE, SUPERINTENDENT **APPROVED:** **DENIED:**

DATE OF BOARD MEETING: **APPROVED:** **DENIED:**

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: **YES:** **NO:**

PURCHASE ORDER NO: _____ **BUDGET TRANSFER REQUIRED:**

DATE ISSUED: _____ **YES:** **NO:**



CANDOR CONSULTING & DIAGNOSTICS, LLC.

111 N. Wall Street

#1171

Belton, Texas 76513

(254) 833-4006

Support@CandorDiag.com

www.candordiag.com

Cost of Services - Full-Time

Service Provided	Hourly Rate (Monolingual/Bilingual)
Diagnostician Evaluation & Report Writing	\$83.00/\$87.00
LSSP Evaluation & Report Writing	\$89.00/\$94.00
Occupational Therapist Evaluation & Report Writing	\$85.00/\$90.00
Speech Therapist Evaluation & Report Writing	\$89.00/\$94.00
ARD Facilitator Services	\$75.00/\$80.00
Speech Therapist Assistant	\$65.00/\$70.00
Special Education Teacher	\$65.00/\$70.00
Mileage is in addition to services provided	IRS Rate Per Mile

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Helping you meet the needs of those you serve!

AGREEMENT FOR PROFESSIONAL SERVICES – BRYAN INDEPENDENT SCHOOL DISTRICT



BRYAN ISD
CHILDREN FIRST. ALWAYS.

Bryan Independent School District

AGREEMENT FOR PROFESSIONAL SERVICES – INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES – INDEPENDENT CONTRACTOR

Agreement is made between Bryan Independent School District (the “District”) and Candor Consulting and Diagnostics Group (“Consultant”).

For good and valuable consideration (including, without limitation, the mutual promises made in this Agreement the District and the Consultant hereby agrees as follows:

1. **Parties.** The District is an independent school district organized and operating in accordance with the laws of the State of Texas. The administrative offices of the District are located at 801 S. Ennis St., Bryan TX 77803. Consultant is an individual or business entity located in the State of Florida, and identified by Addendum A, incorporated herein for all purposes.
2. **Legal Compliance.** As a material condition of this Agreement, Consultant agrees to the submission of specific information which includes any licenses, permits or certifications relating to the Consultant’s qualifications and/or authority to provide the Services, liability insurance and provision of fingerprinting results. Consultant further warrants and represents, as a material condition to this Agreement, that it shall comply with all applicable laws, regulations, requirements, and guidelines that currently exist or may exist or be amended during the term of this Agreement regarding Consultant’s provision of services herein, and that such applicable laws, regulations, requirements, and guidelines are automatically incorporated into this Agreement.
3. **Description of Services.** The District engages the Consultant to provide, and the Consultant agrees to provide the services (“Services”) described in Addendum A and Addendum C. The District shall designate the Services that the Consultant shall provide hereunder, and the calendar time frames within which Services must be provided; however, the Consultant shall determine the specific dates and times of the Consultant’s Services and the legal and professional means and methods by which the Consultant will accomplish the Services. The Consultant represents and warrants that he or she is regularly engaged in the business of performing services such as the Services described herein and that he or she is fully and appropriately licensed, authorized and legally certified to provide Services described in Addendum A. During the term of this Agreement, the Consultant may provide services for individuals or entities other than the District and is not required to devote all of his or her time or resources to the provision of Services to the District.
4. **Payment for Services.** The District agrees to pay the consultant in accordance with the price and payment terms set forth in Addendum A, and the consultant agrees to accept such amounts as full payment for Services provided pursuant to this Agreement. Consultant shall present to the District at

its Business Office 801 S. Ennis St., Bryan TX 77803 an invoice setting forth in detail the Services performed, the date and location where such services were performed, the amount due Consultant as compensation for such Services and any other information reasonably requested by the District. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code which shall govern remittance of payment and remedies for late payment and non-payment.

5. **Independent Contractor Relationship.** THE DISTRICT AND THE CONSULTANT SPECIFICALLY ACKNOWLEDGE THAT IT IS THEIR MUTUAL AGREEMENT AND INTENTION THAT THE CONSULTANT IS AN INDEPENDENT CONTRACTOR OF THE DISTRICT IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. Consultant represents and warrants that it is an independent contractor that will furnish their own tools, products, and services. Consultant, its officers, employees, agents, representatives are not employees of the District. Consultant represents and warrants that it has no right to claims for wages, vacation pay, sick leave, retirement benefits, health benefits, social security, disability, worker's compensation benefits, or other benefits of any kind.

6. **Criminal History Reports.** Pursuant to Texas Education Code 22.0834, Consultant shall obtain criminal history reports through the criminal history clearinghouse for each employee or contractor who will have direct contact with students, and certify to the District that employees or contractors having direct contact with students have no disqualifying criminal history, as defined by Texas Education Code 22.085(a).

7. **Confidentiality of Student Information.** As an independent contractor retained by the district to perform Services under this Agreement, the Consultant shall be deemed a "school official" as that term is defined in the District's Board Policy, Texas Education Code, and the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) if Services require access to, or review of student records or educational records of the District's students, for whom the Consultant provides Services hereunder. The Consultant agrees to strictly maintain the confidentiality of any and all educational records of students in the District that are disclosed, or reviewed by the Consultant in accordance with Federal and state laws, rules and regulations.

8. **Non-Reimbursement of Expenses.** The District shall not be liable to the Consultant for any expenses paid or incurred by the Consultant including, without limitation, materials/supplies, business and travel expenses unless specifically agreed to in writing by the District.

9. **Tax Duties, Responsibilities, and Indemnification.** The District shall not pay or withhold any Federal, state or local taxes of any kind relating to payments made to Consultant for Services provided hereunder. Consultant is responsible for, and agrees to pay, all Federal, state or local taxes relating to payments received by Consultant for the performance of Services hereunder, including, without limitation, Federal income taxes, Social Security taxes, Federal Unemployment Compensations taxes, and other fees, charges, licenses or other payments required by law. If a court, administrative agency or other authorized person shall find that the Consultant is an employee of the District hereunder, the Consultant shall indemnify and hold the District harmless from and shall pay all taxes, fines, penalties, damages and other costs assessed against or incurred by the District in connection with such a finding by the applicable court, administrative agency or other authorized person.

10. **Insurance.** The Consultant shall comply with all laws, rules and regulations applicable to worker's compensation and shall provide the District with a certificate of any workers' compensation

insurance that is required by law, and certificates of such other types of insurance as the District may reasonably request, in such form and in such amount as shall reasonably be acceptable to the District. Throughout the term of this contract the Consultant shall obtain and maintain professional liability insurance in the amount of no less than \$2,000,000.00 per claim and \$4,000,000.00 in the aggregate as well as General Liability in the amount of no less than \$2,000,000.00 per claim and \$4,000,000.00 in the aggregate. Such policy must be issued by a duly licensed insurance company authorized to do business under the laws of the State of Texas.

11. **Indemnification.** Consultant shall indemnify and hold the District, its trustees, officers, employees, agents and representatives harmless from any and all claims, damages, expenses, losses, suits, actions, judgments, costs, awards and fees, including attorney's fees, arising out of Consultant's provision of Services hereunder or the performance by Consultant of this Agreement. To the extent allowable under the laws and Constitution of the State of Texas, District will indemnify and hold the Consultant, its officers, employees, agents and representatives harmless from any and all claims, damages, expenses, losses, suits, actions, judgments, costs, awards, and fees, including attorney's fees, arising out of the District's provision of Services hereunder or the performance by District of the Agreement.

12. **Term and Termination.** This Agreement shall commence on the date specified as the Effective Date below, and shall continue in effect until it is terminated by either party as provided herein, or provision of the services is completed, whichever occurs earlier. Either party may terminate this Agreement, with or without cause, by giving 20 days written notice of termination to the other party. The District may enter into a multi-year agreement for Services to be provided by Consultant beyond the first fiscal school year covered by this Agreement. In the event of non-availability of funds in any fiscal year to make payments, the Agreement may be terminated.

13. **No Authority To Bind the District.** The Consultant has no authority to enter into contracts or agreements on behalf of the District or in any way to act for or on behalf of the District.

14. **Notice.** Any notice or other communication given in connection with this Agreement shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address for that party specified herein. Either party may change its address stated herein by giving written notice of the change in accordance with the provisions of this Section.

Notice For District:

**Bryan Independent School District
Attn: Special Education Director
1201 Ridgedale St., Bryan TX 77803**

Notice to Consultant:

**Candor Consulting and Diagnostics Group
111 N. Wall Street #1171
Belton, TX 76513**

15. **Assignment**. Except as stated in Addendum A, the Consultant may not assign any or all of his or her rights, duties or obligations hereunder to any other person without the prior written consent of the District.

16. **Entire Agreement**. This Agreement, along with the Addendums constitute the entire understanding and agreement between the parties with respect to the subject matter hereof. The District and the Consultant each represent, warrant and agree that no promise or agreement which is not expressed herein has been made to or by either party and that neither party is relying upon any statements or representations other than those that are set forth in this Agreement and the attached addendums.

17. **Modification and Non-Waiver**. This Agreement may not be modified or amended except by written agreement executed by the parties hereto. The failure by either party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights or a waiver of any past, existing or future breach of this Agreement by the other party. Nothing in this Agreement will be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither of the Parties waives, modifies or alters to any extent whatsoever the availability of any defense of immunity under the laws of the United States of America and/or the State of Texas.

18. **Governing Law**. This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with the laws of the State of Texas and Brazos County. Venue for any dispute arising from this Agreement shall be in Brazos County, Texas.

19. **No Third Party Beneficiaries**. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party.

20. **No Boycott**.

a. Pursuant to Texas Government Code Chapter 2271, if the value of services provided in this Agreement exceeds \$100,000.00, and Consultant is a company with more than 10 employees, then Consultant warrants that it does not boycott Israel and shall not boycott Israel during the term of this Agreement.

b. Pursuant to Texas Government Code, Chapter 2274, Consultant represents and warrants that it does not and will not boycott energy companies.

c. Pursuant to Texas Government Code, Chapter 2274, Consultant represents and warrants that it does not discriminate against firearm entities or firearm trade associations.

d. Pursuant to Section 2155.0061 of the Texas Government Code, Consultant is not ineligible to enter into this Agreement.

21. **Certification Regarding Terrorist Organizations**. Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Consultant hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

22. Felony Conviction. Pursuant to Texas Education Code Section 44.034, Consultant must give advance written notice if Consultant's owner or employee has been convicted of a felony. This paragraph requiring advance notice does not apply to a publicly-held corporation.

23. Child Support. Pursuant to Texas Family Code, Section 231.006, Consultant certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

24. Conflict Of Interest. If applicable, CIQ Form as required by Board policy and law and found at <http://www.ethics.state.tx.us/forms/CIQ.pdf> will be executed and delivered to the District prior to Consultant's delivery of services.

25. Provisions for Contracts Under Federal Awards. All contracts under federal awards must meet federal, state and local requirements. State requirements for all contracts under federal awards include the following:

- The contract is only effective upon receipt by the District of the NOGA/GAN from the federal/state awarding agency.
- The contract period is aligned to the grant period of availability as stated on the NOGA/GAN from the federal/state awarding agency (period of availability).
- All services will be completed during the effective dates of the contract.
- All services will be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and paid upon verification of receipt of services.
- The regulations for procurement in 2 CFR §§200.318-323 are followed in issuing the contract.
- All professional services provided under the contract will follow the provisions of 2 CFR 200.459 Professional service costs.
- The contract identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- The contract identifies and lists only reasonable, necessary, allocable and allowable services to be provided during the period of availability of the funding sources listed in the contract.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).
- The contract specifies that the invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
- If the contract is to develop materials, concepts, or products, protection and ownership of such materials, concepts, or products are retained by TEA, the State of Texas, and the federal government, as applicable (including copyright, patent, trademark).

26. Federal requirements for all contracts under federal awards include the following:

- Contracts for more than the simplified acquisition threshold currently set at \$50,000 for Texas ISDs, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the District including the manner by which it will be effected and the basis for settlement.

• **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 3 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

• **Davis-Bacon Act,** as amended (40 U.S. C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the District must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The District must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The District must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The District must report all suspected or reported violations to the Federal awarding agency.

• **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the District in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S. C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

• **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency

• **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387),** as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the District to agree to comply with all applicable standards, orders or

regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S. C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- See §200.322 Procurement of recovered materials.

27. The following Addendums are attached and incorporated herein for all purposes:

Appendix A- Hourly Rates

28. Authority: Signatories warrant and attest that they have actual authority to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their signatures below. The "Effective Date" shall be the date on which the last party to sign this Agreement executes this Agreement.

CONSULTANT

Signature

Jake Fralicks

Printed Name

6/15/2023

Date

Bryan ISD

Superintendent or Designee

Printed Name

Date

7. Consider Approval of Purchase Over \$50,000 for Read 180 and System 44

53

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Houghton Mifflin Harcourt Publishing Co. **FUNDING AMOUNT:** \$ 59,512.01

ADDRESS: 14046 Collections Center Drive **FUNDING SOURCE:** SCE

CITY, STATE ZIP: Chicago, IL 60693 **DATE REQUIRED:** July 1, 2023

PURCHASING/BID METHOD:

Renewal – Sole Source Provider

DESCRIPTION:

Read 180 and System 44 Hosting and Materials: \$ 49,074.33
Read 180 Materials for Sadberry Intermediate School: \$ 10,437.68

JUSTIFICATION:

Intensive, supplemental reading intervention for dyslexic students and struggling readers. Serves general education, Early Bilingual, and Special Education students. It is also used as part of the accelerated instruction pathway for students who need additional support for STAAR and EOC, including hours for HB 4545.

EFFECT ON FUTURE BUDGET YEAR:

Re-occurring yearly cost

REQUESTED BY: Jennifer Warren

DATE: June 7, 2023

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED: **DENIED:**

GINGER CARRABINE, SUPERINTENDENT

APPROVED: **DENIED:**

DATE OF BOARD MEETING:

June 20, 2023

APPROVED: **DENIED:**

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: **YES:** **NO:**

PURCHASE ORDER NO: _____ **BUDGET TRANSFER REQUIRED:**

DATE ISSUED: _____ **YES:** **NO:**



Houghton Mifflin Harcourt

Proposal #008661023

Prepared For

Bryan Ind School District

801 S Ennis St
Bryan TX 77803

Attention:

Kristen Beesaw

kristen.beesaw@bryanisd.org

For the Purchase of:

Read 180

Prepared By

Ian Moore

ian.moore@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hmhco.com/common/terms-conditions>

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Kristen Beesaw
kristen.beesaw@bryanisd.org

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Date of Proposal: 3/29/2023

Proposal for Bryan Ind School District

Expiration Date: 5/13/2023

ISBN	Title	Price	Quantity	Value of All Materials
<u>R180 U Stage B</u> Classroom Packages				
3031465	9781328017642 READ 180 Universal Stage B Classroom Package Includes the READ 180 Universal Teacher Bookshelf and READ 180 Universal Independent Reading Library (Paperback Collection; 30 titles, 4 copies each and Audiobook Collection; 5 titles, 4 copies each)	\$4,499.00	2	\$8,998.00

Total for Classroom Packages

Total for R180 U Stage B

\$8,998.00

Total Savings:	\$0.00
Subtotal Purchase Amount:	\$8,998.00
Shipping & Handling:	\$1,439.68

Total Cost of Proposal (PO Amount):

\$10,437.68

****Please add proper sales tax to your order****

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Kristen Beesaw
kristen.beesaw@bryanisd.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for
Bryan Ind School District

Total Cost of Proposal (PO Amount): \$10,437.68

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
Bryan ISD	Bryan ISD
801 S Ennis St	801 S Ennis St
Bryan, TX 77803-4642	Bryan, TX 77803-4642
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 3/29/2023

Proposal Expiration Date: 5/13/2023



Houghton Mifflin Harcourt

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Kristen Beesaw
kristen.beesaw@bryanisd.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

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Houghton Mifflin Harcourt

Proposal #008677940

Prepared For

Bryan Ind School District

801 S Ennis St
Bryan TX 77803

Attention:

Kristen Beesaw

kristen.beesaw@bryanisd.org

For the Purchase of:

Read 180 Universal ; 1 YEAR

TERM: 6/28/2023 to 6/28/2024

Prepared By

Ian Moore

ian.moore@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hmhco.com/common/terms-conditions>

Coupon Code: ISGDIGITAL30

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Kristen Beesaw
kristen.beesaw@bryanisd.org

HMH Confidential and Proprietary

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

**Proposal for
Bryan Ind School District**

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
R180 U Stage B						
Student Digital-Only Package						
6003185	9781328028464 READ 180 Universal Stage B/ System 44 Secondary Literacy License Digital Student Subscription Package, 1 Year Includes Literacy Intervention License (R180U Stage B / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription. Software to be hosted by HMH.	\$169.00	620	\$104,780.00	\$86,180.00	\$18,600.00
TERM: 6/28/2023 to 6/28/2024						
Real Book & REACH Workshops						
3017262	9780545890106 READ 180 Universal Stage B Real Book	\$29.95	270	\$8,086.50		\$8,086.50
3032021	9781328027535 READ 180 Universal Stage B REACH Workshops 7-9 Student Bundle	\$19.95	120	\$2,394.00		\$2,394.00
Bundle Includes: READ 180 Universal Stage B Reach Real Book Workshop 7 Book READ 180 Universal Stage B Reach Real Book Workshop 8 Book READ 180 Universal Stage B Reach Real Book Workshop 9 Book READ 180 Universal Stage B Reach Getting Started Guide, Book						
Total for Student Digital-Only Package		\$29,080.50				
Teacher Subscription						
9781328019936	Literacy Intervention License (R180 U Stage B / S44 Secondary) TeacherSubscription	\$299.00	9	\$2,691.00	\$2,691.00	
TERM: 6/28/2023 to 6/28/2024						
Total for Teacher Subscription		\$0.00				
Total for R180 U Stage B		\$29,080.50				

Coupon Code: ISGDIGITAL30

Attention:
Kristen Beesaw
kristen.beesaw@bryanisd.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

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**Proposal for
Bryan Ind School District**

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
R180 U Stage C						
Student Digital-Only Package						
6003186 9781328028471	READ 180 Universal Stage C/ System 44 Secondary Literacy License Digital Student Subscription Package, 1 Year Includes Literacy Intervention License (R180U Stage C / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription. Software to be hosted by HMH.	\$169.00	350	\$59,150.00	\$48,650.00	\$10,500.00
TERM: 6/28/2023 to 6/28/2024						
Real Book						
3012001 9781328003379	READ 180 Universal Stage C Real Book	\$29.95	225	\$6,738.75		\$6,738.75
Total for Student Digital-Only Package						
Teacher Subscription						
9781328019967	Literacy Intervention License (R180 U Stage C / S44 Secondary) TeacherSubscription	\$299.00	7	\$2,093.00	\$2,093.00	
TERM: 6/28/2023 to 6/28/2024						
Total for Teacher Subscription						
\$0.00						
Total for R180 U Stage C				\$17,238.75		

Coupon Code: ISGDIGITAL30

Attention:
Kristen Beesaw
kristen.beesaw@bryanisd.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

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Proposal for Bryan Ind School District

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
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TERM: 6/28/2023 to 6/28/2024

Total Savings:	\$139,614.00
Subtotal Purchase Amount:	\$46,319.25
Shipping & Handling:	\$2,755.08
Total Cost of Proposal (PO Amount):	\$49,074.33

****Please add proper sales tax to your order****

Coupon Code: ISGDIGITAL30

Attention:
Kristen Beesaw
kristen.beesaw@bryanisd.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

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**Proposal for
Bryan Ind School District**

Total Cost of Proposal (PO Amount): \$49,074.33

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Bryan ISD 801 S Ennis St Bryan, TX 77803-4642	Sold to: Bryan ISD 801 S Ennis St Bryan, TX 77803-4642
--	--
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 4/20/2023

Proposal Expiration Date: 6/4/2023



Houghton Mifflin Harcourt

Coupon Code: ISGDIGITAL30

Send **Check Payments** to:
 Houghton Mifflin Harcourt Publishing Company
 14046 Collections Center Drive
 Chicago, IL 60693

Attention:
 Kristen Beesaw
 kristen.beesaw@bryanisd.org

HMH Confidential and Proprietary

Send **Orders** to:
 orders@hnhco.com
 FAX: 800-269-5232

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Reading Horizons

FUNDING AMOUNT: \$ 507,288.75

ADDRESS: 1194 Flint Meadow Drive

FUNDING SOURCE: Dyslexia Grant

CITY, STATE ZIP: Kaysville, UT 84037

DATE REQUIRED: July 1, 2023

PURCHASING/BID METHOD:

Renewal – Sole source provider

DESCRIPTION:

Student Transfer Books - \$125,288.75
Discovery Unlimited Software - \$161,000
Year 2 Professional Development - \$221,000

JUSTIFICATION:

Reading Horizons will be used in grades K-3 to systematically and explicitly teach students foundational reading skills.

EFFECT ON FUTURE BUDGET YEAR:

The grant will cover all costs for the 2022-2023 and 2023-2024 school year. Following the conclusion of the grant, the annual cost would be \$161,000 funded by Title I and SCE

REQUESTED BY: Kristen Beesaw

DATE: June 7, 2023

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED: **DENIED:**

GINGER CARRABINE, SUPERINTENDENT

APPROVED: **DENIED:**

DATE OF BOARD MEETING: June 20, 2023

APPROVED: **DENIED:**

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES: NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____

YES: NO:



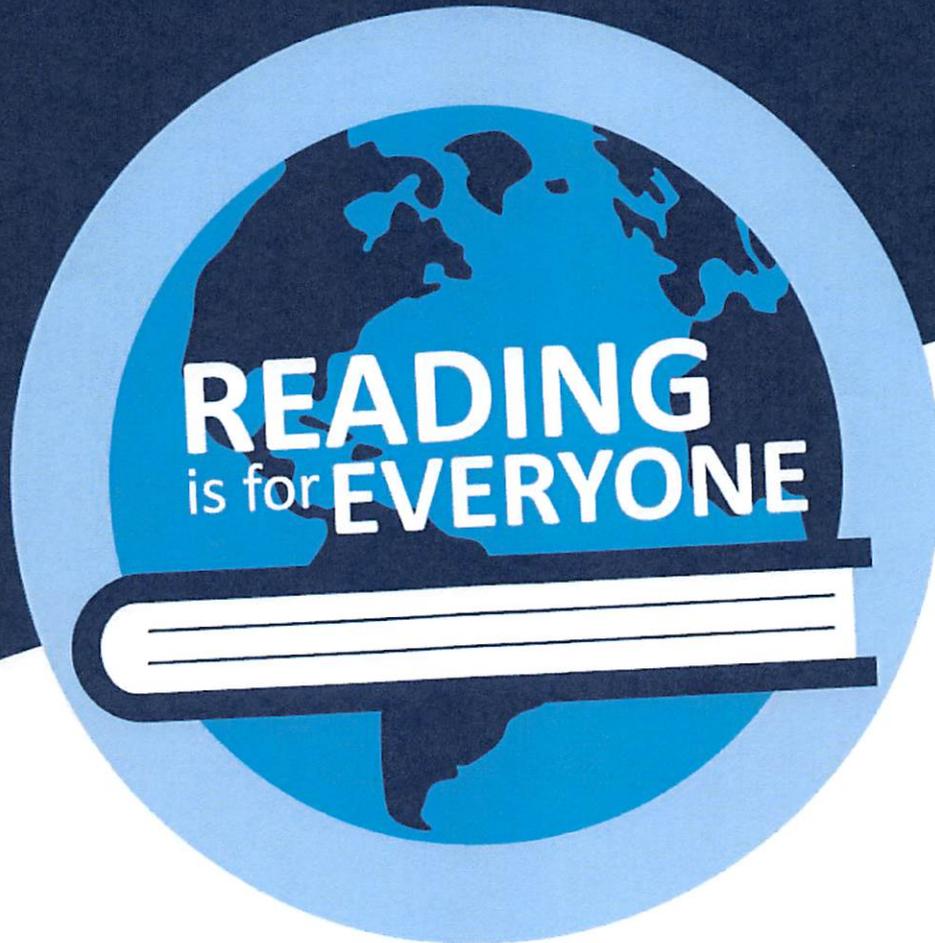
Bryan ISD

Prepared for:
Charlene Muehlstein
Elementary ELA Coordinator

Prepared by:
Milo Williams
Account Representative

Reading Horizons Quote

Name	Price	QTY	Subtotal
Year 2 - Professional Development			
Year 2 - Sustainable Success DiscoveryTwo-Day Onsite Training	\$7,000.00	10	\$70,000.00
Discovery Fall Onsite Coaching Day	\$3,500.00	14	\$49,000.00
Discovery Spring Onsite Coaching Day	\$3,500.00	14	\$49,000.00
Online Professional Development Unlimited School Access	\$2,500.00	14	\$35,000.00
District Trainer Certification <small>Certication cost for up to 15 people. Does not include travel costs.</small>	\$18,000.00	1	\$18,000.00
		Subtotal	\$221,000.00
		Shipping	\$0.00
		Total	\$221,000.00



Bryan ISD

Prepared for:
Charlene Muehlstein
Elementary ELA Coordinator

Prepared by:
Milo Williams
Account Representative

Name	Price	QTY	Subtotal
Software - Year-to-Year			
Discovery Unlimited School License	\$11,500.00	14	\$161,000.00
		Subtotal	\$161,000.00
Shipping			\$0.00
		Total	\$161,000.00



Bryan ISD

Prepared for:
Charlene Muehlstein
Elementary ELA Coordinator

Prepared by:
Milo Williams
Account Executive

Reading Horizons Quote

Name	Price	QTY	Discount	Subtotal
Free Student Transfer Books - Year 1				
Kindergarten Transfer Books	\$0.00	510	100.00%	\$0.00
Grade 1 Transfer Books	\$0.00	534	100.00%	\$0.00
Grade 2 Transfer Books	\$0.00	432	100.00%	\$0.00
Grade 3 Transfer Books	\$0.00	324	100.00%	\$0.00
Student Transfer Books - Year 1				
Kindergarten Transfer Books	\$20.00	643	65.00%	\$4,501.00
Grade 1 Transfer Books	\$25.00	700	65.00%	\$6,125.00
Grade 2 Transfer Books	\$25.00	767	65.00%	\$6,711.25
Grade 3 Transfer Books	\$25.00	842	65.00%	\$7,367.50
Student Transfer Books - Year 2				
Kindergarten Transfer Books	\$20.00	1200	20.00%	\$19,200.00
Grade 1 Transfer Books	\$25.00	1153	20.00%	\$23,060.00
Grade 2 Transfer Books	\$25.00	1234	20.00%	\$24,680.00
Grade 3 Transfer Books	\$25.00	1199	20.00%	\$23,980.00
Subtotal				\$115,624.75
Shipping				\$15,668.00
Shipping Discount				-\$6,004.00
Line item discount total				-\$68,610.25
Total				\$125,288.75

9. Consider Approval of Purchase Over \$50,000 for Schoology

71

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: PowerSchool

FUNDING AMOUNT: 87,680.00

ADDRESS: 150 Parkshore Dr.

FUNDING SOURCE: ESSER

CITY, STATE ZIP: Folsom, CA 95630

DATE REQUIRED: 09/1/2023

PURCHASING/BID METHOD:

Purchasing Cooperative

DESCRIPTION: District Learning Management System

JUSTIFICATION:

The district Learning Management System, Schoology, houses district created curriculum, and is the platform used in classrooms for online assignments, formative assessments, and access to teacher created instructional materials. Many of our online instructional materials resources integrate seamlessly with Schoology and this platform is also used regularly to house professional development materials and resources. Courses are pre-populated each year and assigned to students and teachers based on the master schedule.

EFFECT ON FUTURE BUDGET YEAR:

A new quote/invoice will be sent each year of the contract.

REQUESTED BY: Dr. Barbara Ybarra

DATE: June 20, 2023

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES: NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____ YES: NO:

Prepared By: Craig Stull
 Customer Name: Bryan Independent School District

 Customer Contact: Julea Johnson
 Title: Executive Director of Technology Services
 Address: 801 S. Ennis
 City: Bryan
 State/Province: Texas
 Zip Code: 77803
 Phone #: (979)209-1171

 Contract Term: 36 Months
 Start Date: 1-OCT-2023
 End Date: 30-SEP-2026
 Billing Frequency: Annually

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-OCT-2023 - 30-SEP-2024				
License and Subscription Fees				

Schoology LMS Subscription		16,000.00	Students	USD 87,680.00
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 License and Subscription Totals: **USD 87,680.00**
Quote Total

Initial Term	1-OCT-2023 - 30-SEP-2024
Amount To Be Invoiced	USD 87,680.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Bryan Independent School District

Signature:

Signature:

A handwritten signature in black ink that reads "Eric Shander". The signature is written in a cursive style with a large initial "E".

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 24-JAN-2023

Date:

PO Number: _____

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Branching Minds

FUNDING AMOUNT: \$133,648.00

ADDRESS: 157 Columbus Avenue, 4th Floor

FUNDING SOURCE: Title 1 and SCE

CITY, STATE ZIP: New York, NY 10023

DATE REQUIRED: July 1, 2023

PURCHASING/BID METHOD:

Renewal – Sole Source Provider

DESCRIPTION:

Platform Licenses Pk-12: \$127,048
Data + Technology Implementation Fee: \$6,600

JUSTIFICATION:

Branching Minds provides research-based interventions that are differentiated according to students' needs. Intervention plans are then created and monitored for progress in order to maximize student success. The platform supports collaboration between administrators, teachers, parents, and students, as well as the ability to create customized letters and reports that are used to meet State requirements for Response to Intervention notification and Accelerated Instruction Plans. The cost for Branching Minds for the 2023-2024 school year is \$133,648.00.

EFFECT ON FUTURE BUDGET YEAR:

Re-occurring yearly cost

REQUESTED BY: Jennifer Warren

DATE: June 7, 2023

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

June 20, 2023

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: YES:

NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____

YES:

NO:



Bryan ISD, TX Partnership Proposal July 1, 2023 through June 30, 2024

Quote created: March 15, 2023 Reference: 20230315 102600714

Bryan Independent School District
101 North Texas Avenue
Bryan, Texas 77803
United States

Kristen Beesaw Beesaw
kristen.beesaw@bryanisd.org
19792182350

We understand that RTI/MTSS is a system-level practice intended to support *all* students in fluid and evolving ways, therefore BRM works with schools and districts at a systems-level. Below please find an overview of a way to get started with Branching Minds.

Partnerships with BRM includes the following:

- **Platform:** Licenses for all teachers, support staff, and administrators to support all students included in school/district enrollment (tiers 1, 2, 3 + students with IEPs, 504 Plans, and enrichment needs).
- **Integrations:** Data and technology implementation to streamline practice, including Student Information System (SIS) and assessment providers.
- **Ongoing customer support:** On-boarding process designed to identify and address needs and develop a successful implementation plan, periodic check-in calls to review effective implementation and intervention practice, live chat, and FAQs.
- **PD and Coaching:** A minimum amount of professional development is required for successful BRM implementation. Additional PD and coaching are available for RTI/MTSS infrastructure work and any related RTI/MTSS needs.

- **Infrastructure support:** RTI/MTSS audits (Roots Reports), and Handbook Alignment/Development Coaching

Products & Services

BRM Platform Licenses PK-12

15881

\$8.00
/ year

\$127,048.00 / year
for 1 year

Student profiles and staff licenses created for all students and staff at partnering schools.

Data + Technology Implementation Fee

22

\$300.00
/ year

\$6,600.00 / year
for 1 year

Streamlines all tech and data connections, integrations, and ingestions per school.

Annual subtotal \$133,648.00

Total **\$133,648.00**

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Kristen Beesaw Beesaw

kristen.beesaw@bryanisd.org

Verify to sign

Michelle McKissic

michelle.mckissic@branchingminds.com

Verify to sign

This quote expires on June 15, 2023

This contract begins on July 1, 2023 and will terminate on June 30, 2024.

Branching Minds Commitment to Purchase

Please accept this commitment to purchase the above products and services. We understand that upon signature of this Purchase Agreement by the district representative, we will be immediately licensed to use the Branching Minds programs outlined above, and be entitled to the services available under the terms of the executed Purchase Agreement.

I agree that use of the Branching Minds programs and services available under the terms of the executed Purchase Agreement are governed by the Master Subscription Agreement, available at <https://www.branchingminds.com/msa>, which is incorporated by reference hereto.

We, the undersigned, respectfully submit this Letter of Commitment for your acceptance, and attest that we are a designated agent for Bryan ISD.

Questions? Contact me



Michelle McKissic

Customer Success Manager

michelle.mckissic@branchingminds.com

Branching Minds

157 Columbus Avenue, 4th Floor

New York, NY 10023

USA

11. Consider Approval of Purchase Over \$50,000 for School Object's
Eduphoria Suite

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**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Eduphoria	FUNDING AMOUNT: \$51,335.60
ADDRESS: PO BOX 671277	FUNDING SOURCE: Title I (75%) & Local (25%)
CITY, STATE ZIP: Dallas Texas 75267	DATE REQUIRED: 07.01.2023

PURCHASING/BID METHOD: Purchasing Co-op TIPS #220105

DESCRIPTION:
Eduphoria Subscription -Direct Database Access
Eduphoria Suite Subscription

JUSTIFICATION:
Eduphoria! Suite of applications is critical to district functioning and supports:

- Student assessment platform for online assessments give in the district
 - provides students experience with the new item types they will see on the STAAR test
- Teachers have access to student data for students in their classes
 - NWEA MAP, Local Assessments, STAAR/EOC, etc.
- Call ticket systems for Technology and other departments
 - Help Desk, Translation Requests, etc.
- System for professional learning and evaluation of staff
 - Staff Professional Development Monitoring, Staff Evaluation, etc.
- Electronic forms, signatures, and workflow to streamline in-district processes
 - HR forms, Field Trip Requests, Gifts to the district, etc.

EFFECT ON FUTURE BUDGET YEAR:
This is an annual cost

REQUESTED BY: Jill Morris		DATE: 05.02.2023
-------------------------------------	---	----------------------------

KEVIN BEESAW, ASSIST SUPT OF BUS SERV **APPROVED:** **DENIED:**

GINGER CARRABINE, SUPERINTENDENT **APPROVED:** **DENIED:**

DATE OF BOARD MEETING: **APPROVED:** **DENIED:**

BUSINESS OFFICE USE ONLY:			
FORM 1295 REC'D:	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
PURCHASE ORDER NO:	_____	BUDGET TRANSFER REQUIRED:	
DATE ISSUED:	_____80	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>



Quote for Bryan ISD

Date 2/28/2023
Quote # 11413
Expires 7/19/2023
Account Manager Morgan, Hillory
License Start Date 7/19/2023
License End Date 7/18/2024

Remit Payments To

Eduphoria Incorporated
 P.O. Box 671277
 Dallas, Texas 75267-1277

Bill To

Bryan ISD
 101 North Texas Ave.
 Bryan TX 77803
 United States

Description	Quantity	Units	Rate	Total Amount
Eduphoria Subscription	1			
Eduphoria Direct Database Access	1	District	685.00	685.00
Eduphoria Suite Subscription	23	Campus	2,202.20	50,650.60

Total \$51,335.60

Notes

TIPS #220105

*If your district is purchasing from a specific Co-op, this Co-op also needs to be listed on the Purchase Order.

Representative Contact

Phone: 972-535-5570
 Fax: 214-291-5255
 Email: billing@eduphoria.net

12. Consider Approval of Purchase Over \$50,000 for Frontline eSTAR

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**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Frontline Technologies Group

FUNDING AMOUNT: not to exceed \$60,000

ADDRESS: PO Box 780577

FUNDING SOURCE: Local

CITY, STATE ZIP: Philadelphia, PA 19178

DATE REQUIRED: June 2023

PURCHASING/BID METHOD:

Allied States Purchasing Cooperative, #17-7247

DESCRIPTION:

Renewal of the IEP – eStar v5, unlimited usage for employees

JUSTIFICATION:

This software is used for online Special Education online assessment management.

EFFECT ON FUTURE BUDGET YEAR:

N/A

REQUESTED BY:

Catherine George

DATE:

6/6/2023

KEVIN BEESAW, ASSIST SUPT OF BUS SERV

APPROVED:

DENIED:

GINGER CARRABINE, SUPERINTENDENT

APPROVED:

DENIED:

DATE OF BOARD MEETING:

APPROVED:

DENIED:

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D:

YES:

NO:

PURCHASE ORDER NO: _____

BUDGET TRANSFER REQUIRED:

DATE ISSUED: _____

YES:

NO:

Frontline Education Renewal Notice

Attn: Bryan Independent School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. This includes the ability to create a support request.

Below you will find information about the renewal of your subscription(s) that renew on 7/01/2023. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions please reach out to your Client Success Manager

Description	Start Date	End Date	Qty	Rate	Amount
IEP - eStar v5, unlimited usage for internal employees	7/01/2023	8/31/2023	1	\$9,616.71	\$9,616.71
IEP - eStar v5, unlimited usage for internal employees	9/01/2023	8/31/2024	1	\$56,614.47	\$56,614.47
Total					\$66,231.18

Please use this [link](#) to indicate that you intend to renew your subscriptions and request your invoice if needed.

Need assistance? You can reach us by calling Jorge Martinez at or by emailing us at renewals@frontlineed.com.



Laura Hughes
Director, Client Retention and Renewals



Patricia Ortega <patricia.ortega@bryanisd.org>

Fwd: [Frontline Education Support] Re: Renewals for 2023 - 24 school year

1 message

Melissa Martin <melissa.martin@bryanisd.org>

Thu, Jun 15, 2023 at 11:31 AM

To: Catherine George <catherine.george@bryanisd.org>, Patricia Ortega <patricia.ortega@bryanisd.org>

Here you go!

The renewal price for 2023-24 is \$56,614.47. This will get our year to align with the billing dates.

Thanks,
Melissa

Melissa Martin
Assistant Director of Finance
Bryan Independent School District
801 South Ennis, Bryan, Texas 77803
melissa.martin@bryanisd.org
979.209.1048



Children First. Always.

The information contained in this transmission is intended for the use of the individuals to whom it is addressed and may contain information that is privileged or confidential. If you are not the intended recipient or responsible for delivery to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

 **Renewal Notice - Q-152574.pdf**
62K

13. Consider Approval of Purchase Over \$50,000 for Specialized Assessments and Consulting

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**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Specialized Assessment	FUNDING AMOUNT: not to exceed \$125,000
ADDRESS: 11301 Fallbrook Drive, Suite 220	FUNDING SOURCE: IDEA B
CITY, STATE ZIP: Houston, Texas 77065	DATE REQUIRED: June 2023
PURCHASING/BID METHOD: Professional Service	

DESCRIPTION:
Continued use of the services provided from Specialized Assessments and Consulting for student evaluation services.

JUSTIFICATION:
Specialized Assessments and Consulting is used within the Sp Ed department to help with student evaluation services. This assistance is needed due to shortages in this specialized area and an increase in referrals for special education evaluations.

EFFECT ON FUTURE BUDGET YEAR:
N/A

REQUESTED BY: Catherine George	DATE: 6/6/23
--	------------------------

KEVIN BEESAW, ASSIST SUPT OF BUS SERV	APPROVED: <input type="checkbox"/>	DENIED: <input type="checkbox"/>
--	---	---

GINGER CARRABINE, SUPERINTENDENT	APPROVED: <input type="checkbox"/>	DENIED: <input type="checkbox"/>
---	---	---

DATE OF BOARD MEETING:	APPROVED: <input type="checkbox"/>	DENIED: <input type="checkbox"/>
-------------------------------	---	---

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: **YES:** **NO:**

PURCHASE ORDER NO: _____ **BUDGET TRANSFER REQUIRED:**

DATE ISSUED: _____ **YES:** **NO:**



Professional Services Agreement between
Bryan ISD **and Specialized Assessment & Consulting,**
LLC

(Employer ID# 20-2533103)

Definitions:

1. “Worker” or “Workers” refers to workers provided by Specialized Assessment & Consulting, LLC to perform services outlined in this Contract. Workers may include subcontractors.
2. Bryan ISD may also be referred to as “Client”.
3. Specialized Assessment & Consulting, LLC may also be referred to as “Contractor”

Terms:

1. This Professional Services Agreement represents the agreement between Client Specialized Assessment & Consulting, LLC.
2. **Location of Services:** Services will be performed at location designated by Client. Notwithstanding the above, travel charges may apply as listed in Exhibit A.
3. **Description of Services:** Contractor shall provide services on an as requested basis as Client may from time to time authorize by written or electronic work orders. The Client is responsible for making the request for any needed service. Services will be delivered based on the availability of Workers. All work will be performed in accordance with all applicable state and federal laws, as may be understood by Contractor at its sole discretion.
4. **Compensation:** For full payment for the performance of all Services, Client shall pay Contractor in accordance with Exhibit A upon receipt of the invoice and copies of any all evaluation reports.
5. **Term:** The contract shall be effective from 08/01/2023 to 07/31/2024 .
6. **Invoice:** Contractor shall submit a documented and itemized invoice to Client all in accordance with Exhibit A. All invoices shall be submitted to Client. Client shall pay the invoice within 30 days of receipt of said invoice.
7. **Cancellation of Services Policy:** Cancellations should be made a minimum of 48 hours notice. If Contractor’s service provider arrives for an in-person or virtual scheduled appointment and was not notified of the cancellation, you may be charged for the service.

8. **Taxes:** Contractor shall be responsible for the payment and reporting of all federal and state employment taxes for its employees. Contractor will not be responsible for the payment and reporting of federal and state employment taxes for any workers it determined to be independent contractors. Upon request, Company will provide Client with the classification of each worker that is providing services pursuant to this Contract.
9. **Independent Contractor Relationship:** Contractor will be acting as an independent contractor in performing services under this contract and is not an agent, servant, employee or representative of the Client.
10. **No Compete:** Client agrees that during the term of this Agreement or for a period of 1 years thereafter, it will not directly or indirectly engage any of Company's workers who have worked for Client under this contract without prior written approval of Company.
11. Workers provided by Specialized Assessment & Consulting, LLC have represented to Specialized that they maintain an appropriate active license or certification. Upon request, it will be proved to the Client.
12. In compliance with SB9, Client will be required to complete the fingerprint criminal history results from the Texas Department of Public Safety and the Federal Bureau of Investigation. Contractor may assist in obtaining release forms when requested by the Client.
13. This agreement can be terminated by either party, with or without cause, with 30 days advance notice. Additionally, with 48 hours notice, Contractor may terminate this Agreement, at its sole discretion, if client fails to make timely payments for invoices provided by Contractor, or if Client asks Contractor to perform or act in a way against any local, county, state, federal or professional law or code of conduct, or if Client acts in any way that may be considered negligent or deceitful toward Contractor or any of its employees, or agents.
14. CLIENT SHALL DEFEND, INDEMNIFY, HOLD HARMLESS CONTRACTOR, INCLUDING ITS OFFICERS, DIRECTORS, PARTNERS, JOINT VENTURERS, AGENTS, EMPLOYEES, AFFILIATES, PARENTS AND SUBSIDIARIES, AND EACH OF THEM, OF AND FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, ACTUAL ATTORNEYS' FEES, LOSSES OR LIABILITIES, IN LAW OR IN EQUITY, OF EVERY KIND AND NATURE WHATSOEVER ("CLAIMS") ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT. THE INDEMNIFICATION REQUIREMENTS OF THIS SECTION SHALL EXTEND TO CLAIMS OCCURRING AFTER THIS AGREEMENT IS TERMINATED AS WELL AS WHILE IT IS IN FORCE. SUCH INDEMNITY PROVISIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, REGARDLESS OF ANY PASSIVELY NEGLIGENT ACT, WILLFUL MISCONDUCT, OR OMISSION OF CONTRACTOR, OR ITS AGENTS, EMPLOYEES, OR WORKERS.

15. Any and all disputes arising under or relating to the terms and conditions of this Agreement are subject to mandatory arbitration in accordance with the rules of the American Arbitration Association then in effect. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement. The demand for arbitration shall be made within a reasonable time after written notice of the claim, dispute or other matter in question has been given, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. All parties shall be liable for their own costs and attorney's fees, unless an award is granted in favor of a party by the arbitration board.

16. **Integration.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations between the parties with respect thereto. All future Work Orders agreed to between the parties are subject to and incorporated herein the Agreement. Any provision in a future Work Order that is in contradiction of a provision of this Agreement shall be void.

17. **Governing Law.** This Agreement shall be enforced, governed by, and construed in accordance with the laws of the State of Texas. Any dispute resolution action or claims must be brought in the courts or with an arbitration board in Harris County Texas..

18. **Severability.** If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.

Exhibit A (23-24)

IMPORTANT: Services may be provided virtually at the same rate if requested.

EVALUATION SERVICES	
<p>Psycho-educational Evaluation:</p> <p>Includes cognitive processing, academic achievement testing, classroom observation for SLD, Full and Individual Evaluation (FIE) report and reviewing results with parent(s).</p>	\$1,047.55
<p>Bilingual Spanish Psycho-educational Evaluation:</p> <p>For students who require testing in Spanish and/or English and require expertise in the evaluation of Culturally and Linguistically Diverse students. Includes language dominance, cognitive processing, academic achievement testing, classroom observation for SLD, Full and Individual Evaluation (FIE) report and reviewing results with parent(s).</p>	\$1,471.68
<p>Additional Components for Psycho-educational Evaluations:</p> <ul style="list-style-type: none"> • Additional second language testing for languages other than Spanish • Consultation with interpreters or outside agencies • Formal adaptive behavior measures • OHI documentation • Other additional testing 	\$91.98 Per hour
<p>Psychological Evaluation:</p> <p>Includes interviews, observation, rating scales, recommendations, report and reviewing results with parent(s). This does not include an FIE report.</p>	\$955.57
<p>Bilingual Spanish Psychological Evaluation:</p> <p>Includes interviews, observation, rating scales, recommendations, report and reviewing results with parent(s). This does not include an FIE report.</p>	\$1,129.31

<p>Additional Components for Psychological Evaluations:</p> <ul style="list-style-type: none"> • Additional observations • BIP or IEP development • Consultation with interpreters or outside agencies • Related Services Counseling evaluation • Formal Functional Behavioral Assessment • OHI documentation • Other additional testing 	<p>\$91.98 Per hour</p>
<p>Speech and Language Evaluation:</p> <p>Includes articulation, language, voice, or fluency, or a combination of these areas. Also includes teacher and parent information and reviewing results with parent(s). This does not include an FIE report.</p>	<p>\$548.79</p>
<p>Speech and Language Evaluation FIE:</p> <p>Includes articulation, language, voice or fluency, where Speech Impairment is the only eligibility and includes an FIE report. Also includes teacher and parent information and reviewing results with parent(s).</p>	<p>\$722.53</p>
<p>Bilingual Speech and Language Evaluation:</p> <p>Testing in Spanish and English. Includes articulation, language, voice, or fluency. Also includes teacher and parent information and reviewing results with parent(s). This does not include an FIE report.</p>	<p>\$868.70</p>
<p>Bilingual Speech and Language Evaluation FIE:</p> <p>Testing in Spanish and English. Includes articulation, language, voice, or fluency, where Speech Impairment is the only eligibility and includes an FIE report. Also includes teacher and parent information and reviewing results with parent(s).</p>	<p>\$1,042.44</p>
<p>Occupational Therapy or Physical Therapy Evaluation:</p> <p>To help determine an education need for services, accommodations, and modifications to meet educational goals. Includes reviewing results with parent(s).</p>	<p>\$562.10</p>
<p>504 Dyslexia, Dyscalculia, or Dysgraphia Evaluation:</p>	<p>\$664.30</p>

<p>Evaluation for the identification of dyslexia, dyscalculia, or dysgraphia when completed under Section 504. Includes reviewing results with parent(s).</p>	
<p>Bilingual 504 Dyslexia, Dyscalculia, or Dysgraphia Evaluation:</p> <p>For students who require testing in Spanish and/or English and require expertise in the evaluation of Culturally and Linguistically Diverse students. Evaluation for the identification of dyslexia, dyscalculia, or dysgraphia when completed under Section 504. Includes reviewing results with parent(s).</p>	<p>\$858.48</p>

<p>HOURLY RATE SERVICES</p>	
<p>All direct and indirect services are billable. Examples of billable hourly services include, but are not limited to:</p> <ul style="list-style-type: none"> ● Admission, Review and Dismissal meetings and related paperwork (1 Hour Minimum) ● Client-requested trainings ● Counseling evaluations ● Consultation with parents, teachers, school staff or other professionals ● Documentation for Medicaid billing ● Formal Functional Behavioral Assessments ● Instructional Services ● Progress reports ● Related Services ● Review of Existing Evaluation Data (1 Hour Minimum) ● Review of outside reports ● Service logs and other forms of documentation ● Supervision of SLPAs and/or COTAs (billed at the rate of the supervisor and the supervisee). Hours will vary but at a minimum will meet licensing requirements. ● Staffing and other meetings ● Other work as agreed upon by the Client and Specialized Assessment & Consulting, LLC. 	

Licensed Specialist in School Psychology	\$91.98 per hour
Bilingual Spanish Licensed Specialist in School Psychology	\$97.09 per hour
Educational Diagnostician	\$86.87 per hour
Bilingual Spanish Educational Diagnostician	\$91.98 per hour
Speech-Language Pathologist	\$86.87 per hour
Bilingual Spanish Speech-Language Pathologist	\$91.98 per hour
Speech Language Pathology Assistant	\$66.43 per hour
Speech Language Pathology Clinical Fellowship Year <i>with district provided supervision</i>	\$66.43 per hour
Occupational Therapist	\$86.87 per hour
Certified Occupational Therapy Assistant	\$66.43 per hour
Physical Therapist	\$86.87 per hour
Physical Therapy Assistant	\$66.43 per hour
Licensed Professional Counselor	\$86.87 per hour
Licensed Clinical Social Worker	\$86.87 per hour
School Counselor	\$86.87 per hour
Board Certified Behavior Analyst	\$127.75 per hour
Deaf/Hard of Hearing Teacher	\$127.75 per hour
Teacher of Visually Impaired	\$127.75 per hour
Orientation and Mobility Specialist	\$127.75 per hour
Music Therapist	\$127.75 per hour

Special Education Teacher	\$66.43 per hour
Special Education Teacher Assistant	\$32.70 per hour
Dyslexia teacher	\$66.43 per hour
Adaptive PE Teacher	\$66.43 per hour

ADDITIONAL SERVICES

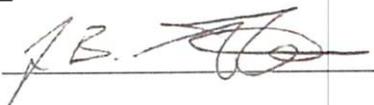
American Sign Language Interpreter: Interpreting and translation services, utilizing American Sign Language and other tactual communication.	\$66.43 per hour
Interpreter Services Flat Rate: Conveying messages between two languages. Initial visits up to two hours are at the flat rate. Visits that exceed the initial two hours are billed hourly. If there is a gap in services of one or more hours of unbillable time in the same day, then additional services are billed at the higher flat rate. For less than 24 hours cancellation notice, flat rate applies.	\$143.08 Flat rate and \$71.54 additional per hour after the first 2 hours
Translation: Translating a written evaluation report into another language. Flat rate is per page. Half pages are counted as a full page.	\$45.99 per page

ADDITIONAL TERMS

Cancellation: 1 hour will be charged at the provider's hourly rate for a meeting scheduled by the client that is canceled with less than 24-hour notice.



Signatures:

Approved by: _____	Specialized Assessment & Consulting, LLC
Title: _____	Approved by: <u>James Hitchcock</u>
Signature: _____	Title: <u>CEO</u>
Date: _____	Signature: 
Approved by: _____	Date: <u>05/19/2023</u>
Title: _____	
Signature: _____	
Date: _____	
Approved by: _____	
Title: _____	
Signature: _____	
Date: _____	

14. Consider Approval of Purchase Over \$50,000 for Stepping Stone Group

99

**BRYAN INDEPENDENT SCHOOL DISTRICT
PURCHASE AUTHORIZATION REQUEST**

In accordance with Policy CH (LOCAL) the following purchase request is being submitted for consideration:

VENDOR: Stepping Stones Group	FUNDING AMOUNT: not to exceed \$80,000
ADDRESS: 123 North Wacker Drive, Suite 1150	FUNDING SOURCE: IDEA B
CITY, STATE ZIP: Chicago, IL 60606	DATE REQUIRED: June 2023
PURCHASING/BID METHOD: Professional Service	

DESCRIPTION:
Specialized services provided by Stepping Stones Group for student special education evaluations and services.

JUSTIFICATION:
Stepping Stones Group is used within the Sp Ed department to assist with student evaluation services. This assistance is needed due to shortages in this specialized area and an increase in referrals for special education evaluations.

EFFECT ON FUTURE BUDGET YEAR:
N/A

REQUESTED BY: Catherine George	DATE: 6/6/23
--	------------------------

KEVIN BEESAW, ASSIST SUPT OF BUS SERV	APPROVED: <input type="checkbox"/>	DENIED: <input type="checkbox"/>
--	---	---

GINGER CARRABINE, SUPERINTENDENT	APPROVED: <input type="checkbox"/>	DENIED: <input type="checkbox"/>
---	---	---

DATE OF BOARD MEETING:	APPROVED: <input type="checkbox"/>	DENIED: <input type="checkbox"/>
-------------------------------	---	---

BUSINESS OFFICE USE ONLY:

FORM 1295 REC'D: **YES:** **NO:**

PURCHASE ORDER NO: _____ **BUDGET TRANSFER REQUIRED:**

DATE ISSUED: _____ **YES:** **NO:**

AGREEMENT FOR PROFESSIONAL SERVICES – BRYAN INDEPENDENT SCHOOL DISTRICT



BRYAN ISD
CHILDREN FIRST. ALWAYS.

Bryan Independent School District

AGREEMENT FOR PROFESSIONAL SERVICES – INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES – INDEPENDENT CONTRACTOR

Agreement is made between Bryan Independent School District (the “District”) and The Stepping Stones Group (“Consultant”).

For good and valuable consideration (including, without limitation, the mutual promises made in this Agreement the District and the Consultant hereby agrees as follows:

1. **Parties.** The District is an independent school district organized and operating in accordance with the laws of the State of Texas. The administrative offices of the District are located at 801 S. Ennis St., Bryan TX 77803. Consultant is an individual or business entity located in the State of Florida, and identified by Addendum A, incorporated herein for all purposes.
2. **Legal Compliance.** As a material condition of this Agreement, Consultant agrees to the submission of specific information which includes any licenses, permits or certifications relating to the Consultant’s qualifications and/or authority to provide the Services, liability insurance and provision of fingerprinting results. Consultant further warrants and represents, as a material condition to this Agreement, that it shall comply with all applicable laws, regulations, requirements, and guidelines that currently exist or may exist or be amended during the term of this Agreement regarding Consultant’s provision of services herein, and that such applicable laws, regulations, requirements, and guidelines are automatically incorporated into this Agreement.
3. **Description of Services.** The District engages the Consultant to provide, and the Consultant agrees to provide the services (“Services”) described in Addendum A and Addendum C. The District shall designate the Services that the Consultant shall provide hereunder, and the calendar time frames within which Services must be provided; however, the Consultant shall determine the specific dates and times of the Consultant’s Services and the legal and professional means and methods by which the Consultant will accomplish the Services. The Consultant represents and warrants that he or she is regularly engaged in the business of performing services such as the Services described herein and that he or she is fully and appropriately licensed, authorized and legally certified to provide Services described in Addendum A. During the term of this Agreement, the Consultant may provide services for individuals or entities other than the District and is not required to devote all of his or her time or resources to the provision of Services to the District.
4. **Payment for Services.** The District agrees to pay the consultant in accordance with the price and payment terms set forth in Addendum A, and the consultant agrees to accept such amounts as full payment for Services provided pursuant to this Agreement. Consultant shall present to the District at

its Business Office 801 S. Ennis St., Bryan TX 77803 an invoice setting forth in detail the Services performed, the date and location where such services were performed, the amount due Consultant as compensation for such Services and any other information reasonably requested by the District. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code which shall govern remittance of payment and remedies for late payment and non-payment.

5. **Independent Contractor Relationship.** THE DISTRICT AND THE CONSULTANT SPECIFICALLY ACKNOWLEDGE THAT IT IS THEIR MUTUAL AGREEMENT AND INTENTION THAT THE CONSULTANT IS AN INDEPENDENT CONTRACTOR OF THE DISTRICT IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. Consultant represents and warrants that it is an independent contractor that will furnish their own tools, products, and services. Consultant, its officers, employees, agents, representatives are not employees of the District. Consultant represents and warrants that it has no right to claims for wages, vacation pay, sick leave, retirement benefits, health benefits, social security, disability, worker's compensation benefits, or other benefits of any kind.

6. **Criminal History Reports.** Pursuant to Texas Education Code 22.0834, Consultant shall obtain criminal history reports through the criminal history clearinghouse for each employee or contractor who will have direct contact with students, and certify to the District that employees or contractors having direct contact with students have no disqualifying criminal history, as defined by Texas Education Code 22.085(a).

7. **Confidentiality of Student Information.** As an independent contractor retained by the district to perform Services under this Agreement, the Consultant shall be deemed a "school official" as that term is defined in the District's Board Policy, Texas Education Code, and the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) if Services require access to, or review of student records or educational records of the District's students, for whom the Consultant provides Services hereunder. The Consultant agrees to strictly maintain the confidentiality of any and all educational records of students in the District that are disclosed, or reviewed by the Consultant in accordance with Federal and state laws, rules and regulations.

8. **Non-Reimbursement of Expenses.** The District shall not be liable to the Consultant for any expenses paid or incurred by the Consultant including, without limitation, materials/supplies, business and travel expenses unless specifically agreed to in writing by the District.

9. **Tax Duties, Responsibilities, and Indemnification.** The District shall not pay or withhold any Federal, state or local taxes of any kind relating to payments made to Consultant for Services provided hereunder. Consultant is responsible for, and agrees to pay, all Federal, state or local taxes relating to payments received by Consultant for the performance of Services hereunder, including, without limitation, Federal income taxes, Social Security taxes, Federal Unemployment Compensations taxes, and other fees, charges, licenses or other payments required by law. If a court, administrative agency or other authorized person shall find that the Consultant is an employee of the District hereunder, the Consultant shall indemnify and hold the District harmless from and shall pay all taxes, fines, penalties, damages and other costs assessed against or incurred by the District in connection with such a finding by the applicable court, administrative agency or other authorized person.

10. **Insurance.** The Consultant shall comply with all laws, rules and regulations applicable to worker's compensation and shall provide the District with a certificate of any workers' compensation

insurance that is required by law, and certificates of such other types of insurance as the District may reasonably request, in such form and in such amount as shall reasonably be acceptable to the District. Throughout the term of this contract the Consultant shall obtain and maintain professional liability insurance in the amount of no less than \$2,000,000.00 per claim and \$4,000,000.00 in the aggregate as well as General Liability in the amount of no less than \$2,000,000.00 per claim and \$4,000,000.00 in the aggregate. Such policy must be issued by a duly licensed insurance company authorized to do business under the laws of the State of Texas.

11. **Indemnification.** Consultant shall indemnify and hold the District, its trustees, officers, employees, agents and representatives harmless from any and all claims, damages, expenses, losses, suits, actions, judgments, costs, awards and fees, including attorney's fees, arising out of Consultant's provision of Services hereunder or the performance by Consultant of this Agreement. To the extent allowable under the laws and Constitution of the State of Texas, District will indemnify and hold the Consultant, its officers, employees, agents and representatives harmless from any and all claims, damages, expenses, losses, suits, actions, judgments, costs, awards, and fees, including attorney's fees, arising out of the District's provision of Services hereunder or the performance by District of the Agreement.

12. **Term and Termination.** This Agreement shall commence on the date specified as the Effective Date below, and shall continue in effect until it is terminated by either party as provided herein, or provision of the services is completed, whichever occurs earlier. Either party may terminate this Agreement, with or without cause, by giving 20 days written notice of termination to the other party. The District may enter into a multi-year agreement for Services to be provided by Consultant beyond the first fiscal school year covered by this Agreement. In the event of non-availability of funds in any fiscal year to make payments, the Agreement may be terminated.

13. **No Authority To Bind the District.** The Consultant has no authority to enter into contracts or agreements on behalf of the District or in any way to act for or on behalf of the District.

14. **Notice.** Any notice or other communication given in connection with this Agreement shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address for that party specified herein. Either party may change its address stated herein by giving written notice of the change in accordance with the provisions of this Section.

Notice For District:
Bryan Independent School District
Attn: Special Education Director
1201 Ridgedale St., Bryan TX 77803

Notice to Consultant:
The Stepping Stones Group, LLC
123 N. Wacker Suite 1105
Chicago, IL 60606

15. **Assignment.** Except as stated in Addendum A, the Consultant may not assign any or all of his or her rights, duties or obligations hereunder to any other person without the prior written consent of the District.

16. **Entire Agreement.** This Agreement, along with the Addendums constitute the entire understanding and agreement between the parties with respect to the subject matter hereof. The District and the Consultant each represent, warrant and agree that no promise or agreement which is not expressed herein has been made to or by either party and that neither party is relying upon any statements or representations other than those that are set forth in this Agreement and the attached addendums.

17. **Modification and Non-Waiver.** This Agreement may not be modified or amended except by written agreement executed by the parties hereto. The failure by either party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights or a waiver of any past, existing or future breach of this Agreement by the other party. Nothing in this Agreement will be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither of the Parties waives, modifies or alters to any extent whatsoever the availability of any defense of immunity under the laws of the United States of America and/or the State of Texas.

18. **Governing Law.** This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with the laws of the State of Texas and Brazos County. Venue for any dispute arising from this Agreement shall be in Brazos County, Texas.

19. **No Third Party Beneficiaries.** Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party.

20. **No Boycott.**

a. Pursuant to Texas Government Code Chapter 2271, if the value of services provided in this Agreement exceeds \$100,000.00, and Consultant is a company with more than 10 employees, then Consultant warrants that it does not boycott Israel and shall not boycott Israel during the term of this Agreement.

b. Pursuant to Texas Government Code, Chapter 2274, Consultant represents and warrants that it does not and will not boycott energy companies.

c. Pursuant to Texas Government Code, Chapter 2274, Consultant represents and warrants that it does not discriminate against firearm entities or firearm trade associations.

d. Pursuant to Section 2155.0061 of the Texas Government Code, Consultant is not ineligible to enter into this Agreement.

21. **Certification Regarding Terrorist Organizations.** Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Consultant hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

22. **Felony Conviction.** Pursuant to Texas Education Code Section 44.034, Consultant must give advance written notice if Consultant's owner or employee has been convicted of a felony. This paragraph requiring advance notice does not apply to a publicly-held corporation.

23. **Child Support.** Pursuant to Texas Family Code, Section 231.006, Consultant certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

24. **Conflict Of Interest.** If applicable, CIQ Form as required by Board policy and law and found at <http://www.ethics.state.tx.us/forms/CIQ.pdf> will be executed and delivered to the District prior to Consultant's delivery of services.

25. **Provisions for Contracts Under Federal Awards.** All contracts under federal awards must meet federal, state and local requirements. State requirements for all contracts under federal awards include the following:

- The contract is only effective upon receipt by the District of the NOGA/GAN from the federal/state awarding agency.
- The contract period is aligned to the grant period of availability as stated on the NOGA/GAN from the federal/state awarding agency (period of availability).
- All services will be completed during the effective dates of the contract.
- All services will be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and paid upon verification of receipt of services.
- The regulations for procurement in 2 CFR §§200.318-323 are followed in issuing the contract.
- All professional services provided under the contract will follow the provisions of 2 CFR 200.459 Professional service costs.
- The contract identifies the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- The contract identifies and lists only reasonable, necessary, allocable and allowable services to be provided during the period of availability of the funding sources listed in the contract.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).
- The contract specifies that the invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
- If the contract is to develop materials, concepts, or products, protection and ownership of such materials, concepts, or products are retained by TEA, the State of Texas, and the federal government, as applicable (including copyright, patent, trademark).

26. **Federal requirements for all contracts under federal awards include the following:**

- Contracts for more than the simplified acquisition threshold currently set at \$50,000 for Texas ISDs, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the District including the manner by which it will be effected and the basis for settlement.

- **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 3 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- **Davis-Bacon Act, as amended (40 U.S. C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the District must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The District must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The District must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The District must report all suspected or reported violations to the Federal awarding agency.

- **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the District in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S. C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency

- **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387),** as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the District to agree to comply with all applicable standards, orders or

regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S. C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- See §200.322 Procurement of recovered materials.

27. The following Addendums are attached and incorporated herein for all purposes:

Appendix A- Hourly Rates

28. Authority: Signatories warrant and attest that they have actual authority to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their signatures below. The "Effective Date" shall be the date on which the last party to sign this Agreement executes this Agreement.

CONSULTANT

Bryan ISD

Julie Williams
Signature

Superintendent or Designee Date

Julie Williams
Printed Name

Printed Name

6/15/23
Date

Date

**Appendix
A**

The services that may be provided under this Contract and the corresponding hourly bill rates for each service for the are listed below:

Specialty/Hourly Rate

Audiologist: \$70.00

Ed. Diag.: \$69.00

Bil. Ed. Diag: \$74.00

LSSP English: \$82.00

Bil. LSSP: \$87.00

CCC-SLP and CF-SLP \$72.00

Biling. CCC-SLP and Bilingual CF-SLP \$77.00

SLPA: \$62.00

Bilingual. SLPA: \$65.00

OT: \$68.00

OTA: \$60.00

PT: \$70.00

PTA: \$62.00

OMS: \$65.00

TVI: \$65.00

DHH/HI: \$65

SU/AI/Certified Interpreter of the Deaf: \$55.00

Music Therapist: \$58.00

Special Education Teacher: \$62/monolingual, \$65/Bilingual

Dyslexia Teacher: \$60/monolingual, \$63/bilingual

School Counselor (Teacher certification) \$58.00

Licensed Professional Counselor: \$68.00

Bilingual Licensed Professional Counselor: \$70.00

Licensed Master Social Worker: \$60.00

Bilingual Master Licensed Social Worker: \$63.00

Licensed Clinical Social Worker: \$68.00

Bilingual Licensed Clinical Social Worker: \$70.00

Licensed Marriage and Family Therapist: \$68.00

Bilingual Licensed Marriage and Family Therapist: \$70.00

RN: \$62.00

LVN: \$46.00

Adapted PE Teacher: \$60.00

15. Consider Approval of a Purchase Request for Construction of Playground Shade Covers at Crockett Elementary
16. Consider Approval of a Purchase Request for Construction of Playground Shade Covers at Navarro Elementary
17. Consider Approval of a Purchase Request Over \$50,000 for Renewal of Voluntary Student and Athletic UIL Insurance

ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA

Business Services

1. Consideration and Possible Action on a Proposed Contract with PBK Architects, Inc., to Provide Architectural and Engineering Services as Set Out in the AIA B101-2017, Standard Form of Agreement Between Owner and Architect, as Negotiated and Modified for the Renovations to Elementary Schools Project

Closed Session

1. Discuss Issues Pertaining to Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee (Texas Government Code Chapter 551.074)
2. Pursuant to Texas Government Code Sections 551.0821, Deliberation Concerning a Public School Student Wherein Personally Identifiable Information will Necessarily be Revealed
3. Discussing Regarding Superintendent Evaluation (Texas Government Code 551.074)
4. Discussion Regarding Superintendent Contract, Including Extension and Terms (Texas Government Code 551.074)

Reconvene in Open Session

1. Consideration and Possible Action Regarding Superintendent's Evaluation
2. Consideration and Possible Action Regarding Extension of Superintendent Contract and/or Modification of Terms

ADJOURN

In accordance with the Texas Open Meetings Act Subchapters D and E of Chapter 551, Texas Government Code (§551.071 Attorney/Client Consultation, §551.072 Real Estate, §551.073 Contracts for Gifts or Donations, §551.074 Personnel Matters, §551.075 Investments, §551.076 Security Devices, §551.082 Discipline of Student or Employee Complaint, §551.0821 Personally Identifiable Student Information, §551.083 Employee Groups Consultation, §551.084 Exclusion of Hearing Witnesses), the board may enter closed meeting to deliberate any subject authorized by Subchapters listed.