

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

Monday, June 5, 2023 – 12:00 PM

AGENDA

CALL TO ORDER

Welcome

Citizens' Comments

Spotlight

1. Recognition of BVCASA for Providing Invaluable Comprehensive Services to Those in Need

Board Committees

1. Finance Committee: Merrill Green Stadium Scoreboard, Student and Athletic-UIL Insurance, Stipends, and Selling Remaining Bonds
2. Intergovernmental Committee (IGC): Legislative Update, Summer Programs, and BCS Chamber Trip to Washington, D.C.

Information Items

1. Presentation of Preliminary Information Related to the Sale of the Remaining 2020 Bond Issue 2

Plan of Finance Overview

Bryan Independent School District

June 5, 2023



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

Steven Adams | Managing Director
Office 214.373.3911 | Cell 214.608.2293
steven@spfmuni.com

Paul Jasin | Managing Director
Office 214.373.3911 | Cell 214.288.7898
paul@spfmuni.com

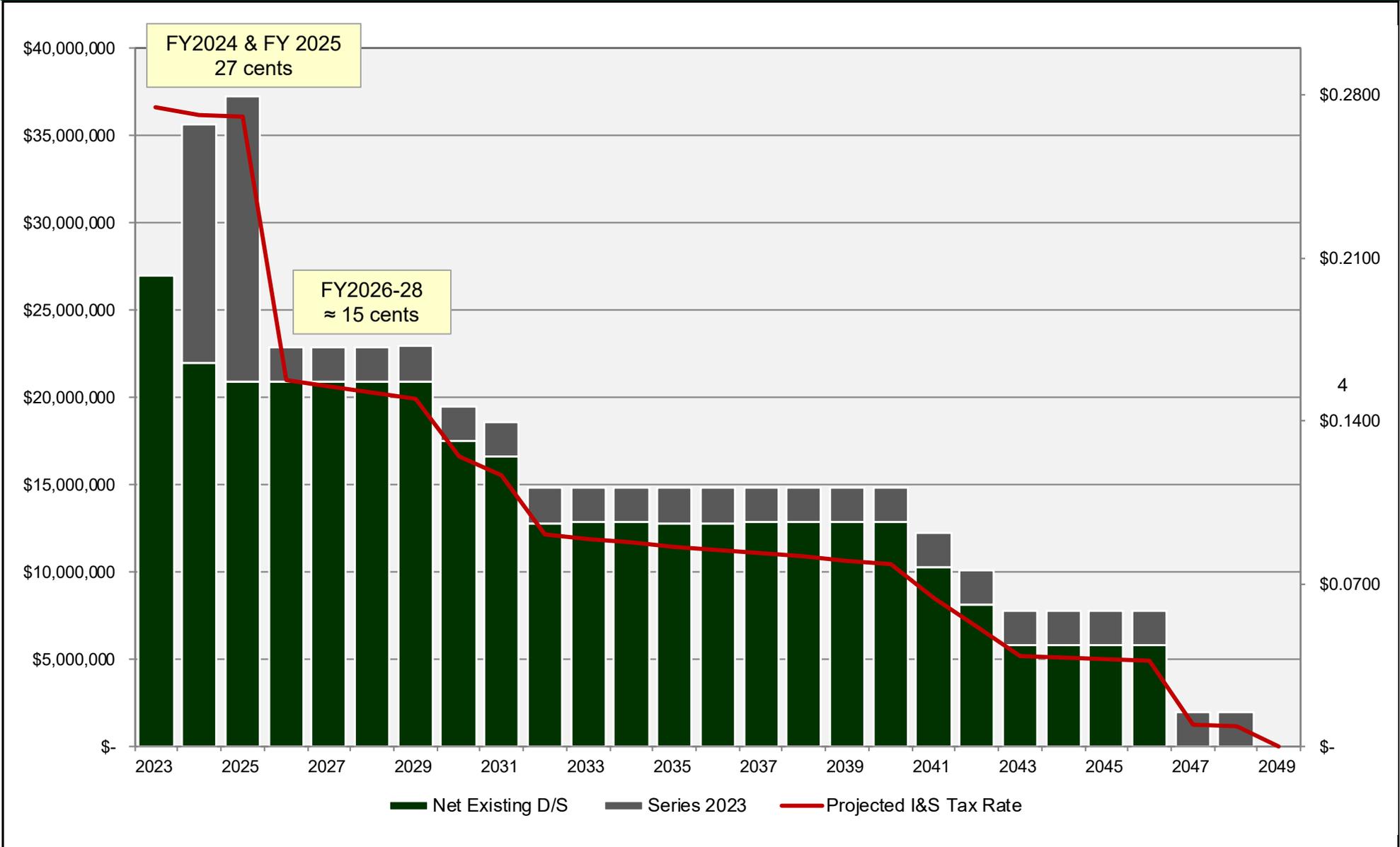


Plan of Finance

- In November 2020, Bryan Independent School District (the “District”) voters approved a \$175,000,000 a bond referendum.
- The remaining, unissued, amount of the authorization is \$55,000,000. The District is considering an issuance of the remaining voted authorization.
- The District’s current, Fiscal Year 2023, I&S Tax Rate is \$0.275 cents.
- On the proposed Series 2023 Bonds, the District is considering structuring alternatives for the financing:
 - **Option 1:** Size the proposed Bonds with a **projected I&S Tax Rate of 27 cents** in Fiscal Years 2024 & 2025
 - **Option 2:** Size the proposed Bonds with a **projected I&S Tax Rate of 22 cents** in Fiscal Years 2024 & 2025
 - **Consideration:** By keeping the I&S Rate at 27 cents in Fiscal Years 2024 & 2025, the District is able to accelerate \$13.7 million in principal and avoid \$8.47 million of interest during the life of the transaction.
 - **Consideration:** Future estimated bonding capacity of 5 cents is approximately \$118 million.
- The proposed financing is scheduled to set interest rates on August 21, 2023 and close on September 20, 2023.
 - The Series 2023 Bonds are estimated to have an interest rate of 4.34% with a 25-year term, which represent current rates plus 25 basis points of cushion.
- At the District’s August 2022 Board Meeting, a motion passed for the prepayment, with cash on hand, of \$3,805,000 in principal amount of the outstanding Series 2013 Bonds. The preliminary timeline for the prepayment is as follows:
 - June 7, 2023: Redemption Notice sent to existing Bondholders (minimum 45-day Notice required).
 - July 25, 2023: Redemption of a portion of the outstanding Series 2013 Bonds to occur.

Option 1: Graph of the District's Outstanding and Proposed Debt Service

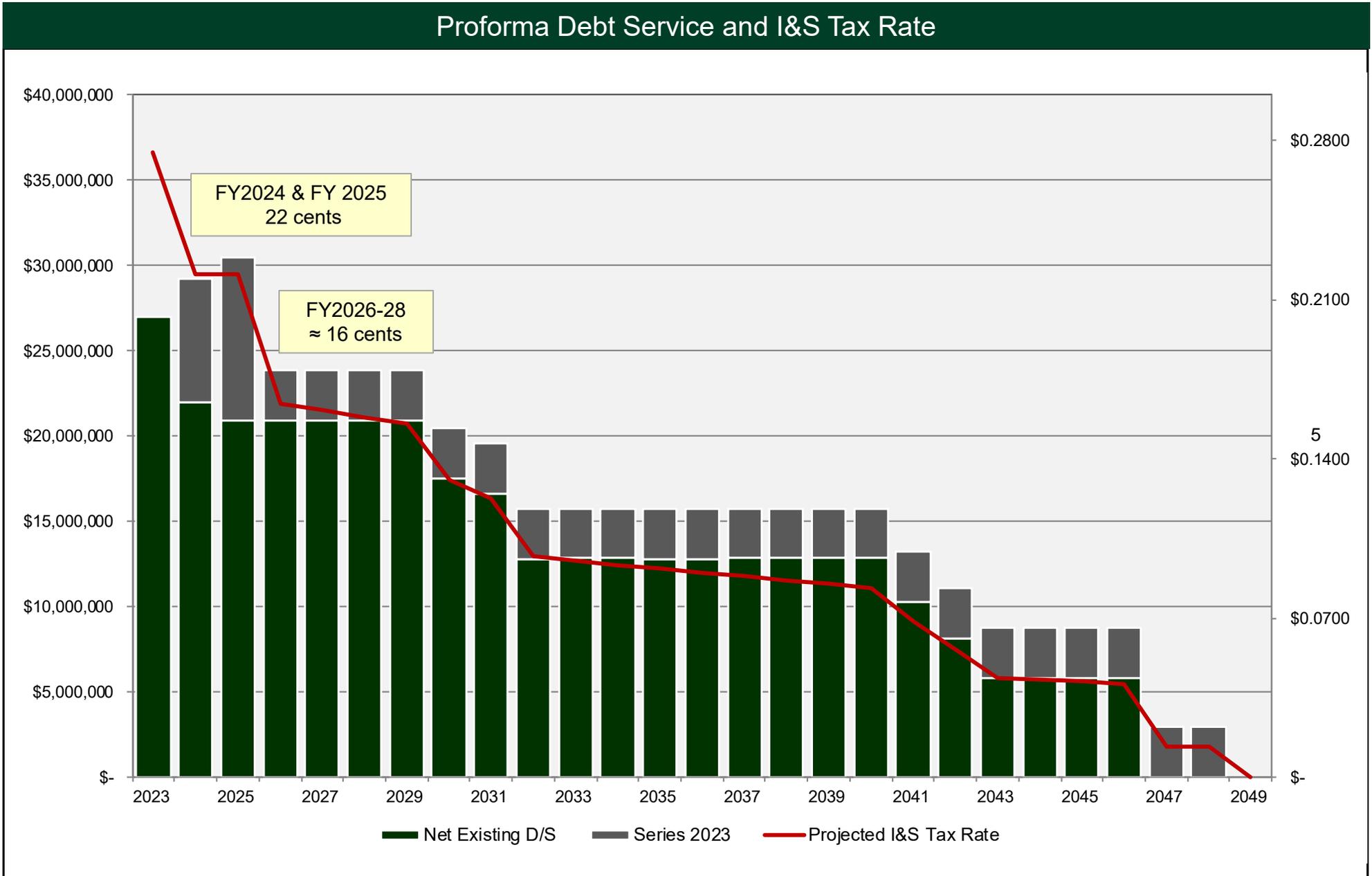
Proforma Debt Service and I&S Tax Rate



Note: See Projected Tax Rate Model for detailed analysis and assumptions.



Option 2: Graph of the District's Outstanding and Proposed Debt Service



Note: See Projected Tax Rate Model for detailed analysis and assumptions.



Sources and Uses of Funds for the Series 2023 Bonds

Total Sources of Funds	
Par Amount of Bonds	\$55,000,000
Net Premium	209,885
Total Sources	\$55,209,885
Total Uses of Funds	
Costs of Issuance	\$205,000
Deposit to Project Fund - 2020 Referendum	55,000,000
Deposit to Project Fund - 2002 Referendum	1,947
Rounding Amount	2,938
Total Uses	\$55,209,885



Primary Modeling Assumptions

- Based on preliminary valuations, the District's tax base grew 19% from last year. The preliminary 2024 freeze adjusted assessed valuation is \$12,406,160,047.
- The financial model assumes nominal growth in the District's tax base (Fiscal Years 2025 & 2026 at 5% annual growth; Fiscal Years 2027 - 2029 at 2% annual growth; followed by neutral growth thereafter.)
- The Series 2023 Bonds are estimated to have an interest rate of 4.34% with a 25-year term, which represent current rates plus 25 basis points of cushion.

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Historical Interest Rates – Bond Buyer Index

History of Municipal Interest Rates





Proposed Financing Calendar for the Series 2023 Bonds

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

Denotes Board Meeting Date
 Denotes Closing Date

Date	Task
Monday, April 18, 2023	Specialized Public Finance Inc. (“SPFI”) submits Permanent School Fund (“PSF”) application to Texas Education Association (“TEA”) for approval.
Friday, May 19, 2023	Receive PSF letter from TEA approving the Bonds for guarantee.
Monday, June 5, 2023	Board Meeting – Presentation from SPFI on the financing plan for the issuance of the Bonds. (12:00pm) 9
Week of: Monday, July 17, 2023	SPFI distributes Preliminary Official Statement (“POS”) for comments and requests rating from the rating agencies to obtain credit ratings on the Bonds.
Tuesday, July 25, 2023	Final taxable assessed valuation is received from the appraisal district.
Week of: Monday, July 31, 2023	Rating conference calls are held with S&P Global Ratings (“S&P”) and Fitch Ratings (“Fitch”).
Friday, August 11, 2023	Receive ratings from the rating agencies. SPFI to post the POS.
Monday, August 21, 2023	Competitive Sale – Receive bids on the Bonds from broker/dealers. Bids are tabulated and verified by SPFI. (9:30 am) Board Meeting – The Board authorizes the sale of the Bonds to the winning bidder. (6:00 pm)
Wednesday, September 20, 2023	Closing Date – The District receives the bond proceeds into the construction fund.

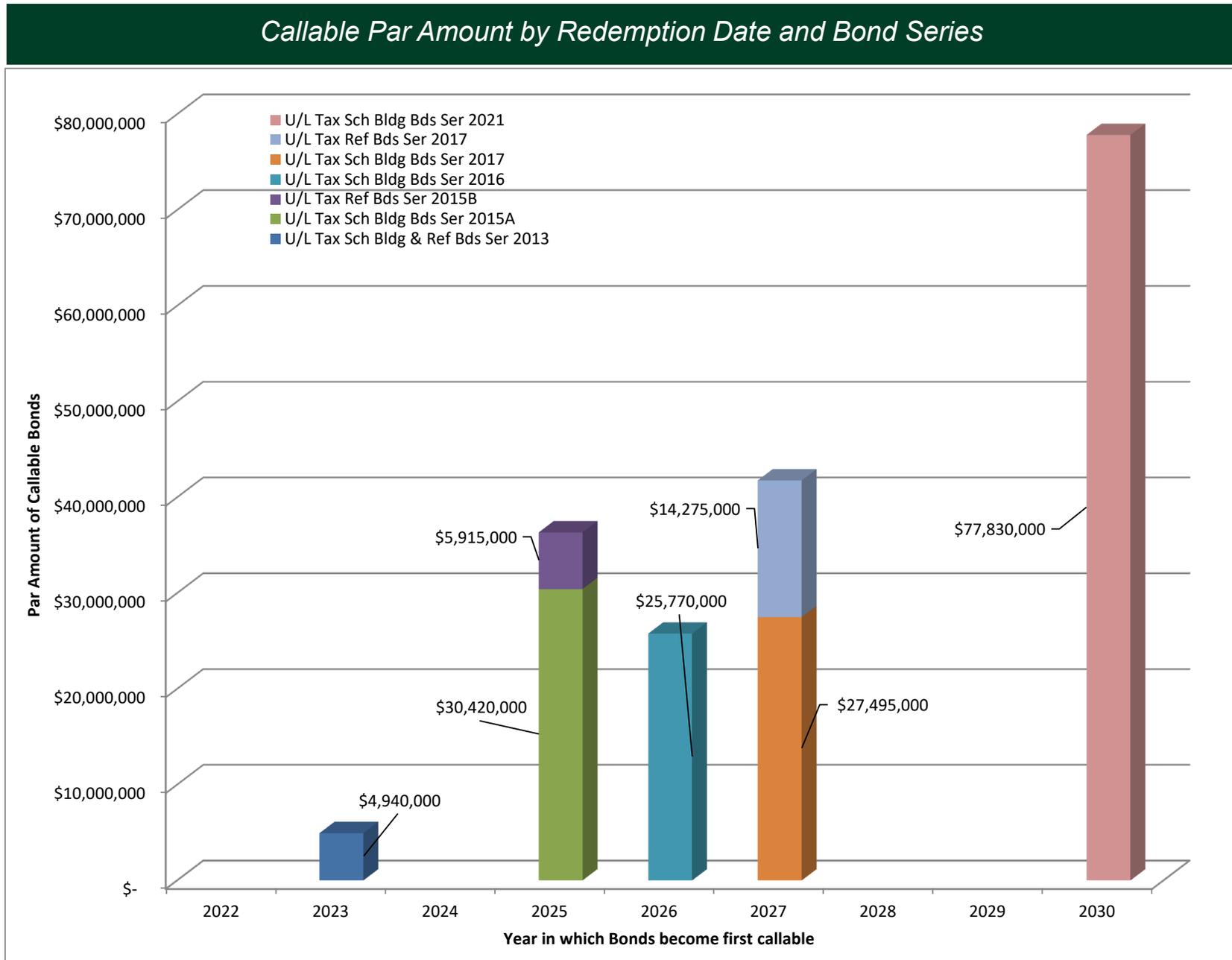
Proposed Prepayment Timeline

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

Denotes Board Meeting Date
 Denotes Closing Date

Date	Task
Monday, June 5, 2023	Board Meeting – Specialized Public Finance Inc. (“SPFI”) will update the Board on the redemption of selected maturities of the outstanding bonds. 10
Wednesday, June 7, 2023	Escrow Agent to send Notice of Redemption to bondholders.
Tuesday, July 25, 2023	Redemption Date - The District wires the payoff amount to the Escrow Agent for redemption.

Callable Par Amount by Redemption Date and Bond Series



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Note: Series 2019 and Series 2018 Bonds are non-callable.



Using Cash on Hand to Prepay Existing Bonds

- The District would avoid \$881,556 in future interest payments by choosing to prepay the Bonds early.

Prepaid Bonds					Annual Savings - 2023 Prepayment			
Issue	Maturity	Interest Rate	Amount	Callable	FYE 8/31	Existing D/S	Prepayment Amount	Savings
Series 2013	2029-2030	4.00%	\$ 3,805,000	Currently Callable @ par	2023	76,100	(3,872,644)	(3,796,544)
					2024	152,200	-	152,200
					2025	152,200	-	152,200
					2026	152,200	-	152,200
					2027	152,200	-	152,200
					2028	152,200	-	152,200
					2029	2,999,100	-	2,999,100
					2030	918,000	-	918,000
						\$ 4,754,200	\$ (3,872,644)	\$ 881,556

PRELIMINARY BORROWING ANALYSIS DETAIL



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES



Option 1: Series 2023 Bond Tax Rate Proforma

FYE 8/31	Freeze Adjusted Assessed Valuation	Est. Growth	Total Revenues with Estimated Tax Rate	Existing D/S	Prepayment of Existing Debt	New Money \$55,000,000 2023 Bonds			Projected Total Net D/S	Est. I&S Tax Rate	Change
						Delivery: Aug Principal	Est. TIC: 4.34% Interest	Total			
2023	\$ 10,393,746,979		\$ 30,396,434	\$ 26,992,720	\$ 3,796,544	\$ -	\$ -	\$ -	\$ 30,789,264	\$ 0.275	-
2024	12,406,160,047	19.36%	35,501,653	21,998,064	(152,200)	11,585,000	2,070,789	13,655,789	35,501,653	0.270	(0.005)
2025	13,026,468,049	5.00%	37,107,644	20,895,151	(152,200)	14,825,000	1,539,693	16,364,693	37,107,644	0.270	
2026	13,677,791,452	5.00%	22,737,675	20,901,883	(152,200)	760,000	1,227,993	1,987,993	22,737,675	0.157	
2027	13,951,347,281	2.00%	22,736,719	20,901,926	(152,200)	790,000	1,196,993	1,986,993	22,736,719	0.154	
2028	14,230,374,226	2.00%	22,733,425	20,895,933	(152,200)	825,000	1,164,693	1,989,693	22,733,425	0.151	
2029	14,514,981,711	2.00%	19,925,163	20,933,270	(2,999,100)	860,000	1,130,993	1,990,993	19,925,163	0.128	
2030	14,805,281,345	2.00%	18,607,275	17,534,383	(918,000)	895,000	1,095,893	1,990,893	18,607,275	0.118	
2031	15,101,386,972	2.00%	18,612,325	16,622,933	-	930,000	1,059,393	1,989,393	18,612,325	0.117	
2032	15,403,414,712	2.00%	14,812,225	12,825,733	-	965,000	1,021,493	1,986,493	14,812,225	0.091	
2033	15,711,483,006	2.00%	14,824,838	12,837,745	-	1,005,000	982,093	1,987,093	14,824,838	0.089	
2034	16,025,712,666	2.00%	14,824,684	12,833,692	-	1,050,000	940,993	1,990,993	14,824,684	0.088	
2035	16,346,226,919	2.00%	14,817,756	12,829,564	-	1,090,000	898,193	1,988,193	14,817,756	0.086	
2036	16,673,151,458	2.00%	14,818,413	12,829,720	-	1,135,000	853,693	1,988,693	14,818,413	0.085	
2037	17,006,614,487	2.00%	14,822,347	12,834,954	-	1,180,000	807,393	1,987,393	14,822,347	0.083	14
2038	17,346,746,777	2.00%	14,825,416	12,836,223	-	1,230,000	759,193	1,989,193	14,825,416	0.081	
2039	17,693,681,712	2.00%	14,816,103	12,830,645	-	1,280,000	706,753	1,986,753	14,817,398	0.080	
2040	18,047,555,346	2.00%	14,821,367	12,832,604	-	1,340,000	648,763	1,988,763	14,821,367	0.078	
2041	18,408,506,453	2.00%	12,278,004	10,290,892	-	1,400,000	587,113	1,987,113	12,278,004	0.064	
2042	18,776,676,582	2.00%	10,122,654	8,135,004	-	1,465,000	522,650	1,987,650	10,122,654	0.052	
2043	19,152,210,114	2.00%	7,782,903	5,792,753	-	1,535,000	455,150	1,990,150	7,782,903	0.039	
2044	19,535,254,316	2.00%	7,780,874	5,793,380	-	1,605,000	382,494	1,987,494	7,780,874	0.038	
2045	19,925,959,403	2.00%	7,779,187	5,791,133	-	1,685,000	304,356	1,989,356	7,780,489	0.037	
2046	20,324,478,591	2.00%	7,783,314	5,795,895	-	1,765,000	222,419	1,987,419	7,783,314	0.037	
2047	20,730,968,162	2.00%	1,986,563	-	-	1,850,000	136,563	1,986,563	1,986,563	0.009	
2048	21,145,587,526	2.00%	1,996,313	-	-	1,950,000	46,313	1,996,313	1,996,313	0.009	
			\$ 344,766,198	\$ (881,556)		\$ 55,000,000	\$ 20,762,055	\$ 75,762,055	\$ 419,646,697		

Assumptions:

(1) FY 2024 Preliminary Freeze Adjusted Value is provided by the CAD. Projected growth rates are provided by the District. Preliminary, subject to change.

Includes preliminary freeze adjusted revenues. Does not include hold harmless revenues.

(2) Reflects current interest rates as of May 22, 2023 plus 25 basis points.

(3) Est. tax collections rate: 98.00%



Option 2: Series 2023 Bond Tax Rate Proforma

FYE 8/31	Freeze Adjusted Assessed Valuation	Est. Growth	Total Revenues with Estimated Tax Rate	Existing D/S	Prepayment of Existing Debt	New Money \$55,000,000 2023 Bonds			Projected Total Net D/S	Est. I&S Tax Rate	Change
						Delivery: Aug Principal	Est. TIC: 4.34% Interest	Total			
2023	\$ 10,393,746,979		\$ 30,396,434	\$ 26,992,720	\$ 3,796,544	\$ -	\$ -	\$ -	\$ 30,789,264	\$ 0.275	-
2024	12,406,160,047	19.36%	29,046,221	21,998,064	(152,200)	5,005,000	2,194,108	7,199,108	29,044,971	0.220	(0.055)
2025	13,026,468,049	5.00%	30,333,808	20,895,151	(152,200)	7,635,000	1,955,856	9,590,856	30,333,808	0.220	
2026	13,677,791,452	5.00%	23,681,008	20,901,883	(152,200)	1,140,000	1,791,325	2,931,325	23,681,008	0.163	
2027	13,951,347,281	2.00%	23,682,458	20,901,926	(152,200)	1,185,000	1,747,731	2,932,731	23,682,458	0.160	
2028	14,230,374,226	2.00%	23,674,910	20,895,933	(152,200)	1,230,000	1,702,450	2,932,450	23,676,183	0.157	
2029	14,514,981,711	2.00%	20,864,651	20,933,270	(2,999,100)	1,275,000	1,655,481	2,930,481	20,864,651	0.135	
2030	14,805,281,345	2.00%	19,551,358	17,534,383	(918,000)	1,330,000	1,604,975	2,934,975	19,551,358	0.125	
2031	15,101,386,972	2.00%	19,553,708	16,622,933	-	1,380,000	1,550,775	2,930,775	19,553,708	0.123	
2032	15,403,414,712	2.00%	15,760,108	12,825,733	-	1,440,000	1,494,375	2,934,375	15,760,108	0.097	
2033	15,711,483,006	2.00%	15,767,129	12,837,745	-	1,495,000	1,435,675	2,930,675	15,768,420	0.095	
2034	16,025,712,666	2.00%	15,768,267	12,833,692	-	1,560,000	1,374,575	2,934,575	15,768,267	0.093	
2035	16,346,226,919	2.00%	15,760,539	12,829,564	-	1,620,000	1,310,975	2,930,975	15,760,539	0.092	
2036	16,673,151,458	2.00%	15,764,495	12,829,720	-	1,690,000	1,244,775	2,934,775	15,764,495	0.090	
2037	17,006,614,487	2.00%	15,765,829	12,834,954	-	1,755,000	1,175,875	2,930,875	15,765,829	0.088	15
2038	17,346,746,777	2.00%	15,770,398	12,836,223	-	1,830,000	1,104,175	2,934,175	15,770,398	0.087	
2039	17,693,681,712	2.00%	15,765,120	12,830,645	-	1,905,000	1,029,475	2,934,475	15,765,120	0.085	
2040	18,047,555,346	2.00%	15,764,379	12,832,604	-	1,980,000	951,775	2,931,775	15,764,379	0.084	
2041	18,408,506,453	2.00%	13,221,604	10,290,892	-	2,065,000	865,713	2,930,713	13,221,604	0.069	
2042	18,776,676,582	2.00%	11,065,654	8,135,004	-	2,160,000	770,650	2,930,650	11,065,654	0.056	
2043	19,152,210,114	2.00%	8,723,953	5,792,753	-	2,260,000	671,200	2,931,200	8,723,953	0.044	
2044	19,535,254,316	2.00%	8,727,443	5,793,380	-	2,370,000	564,063	2,934,063	8,727,443	0.043	
2045	19,925,959,403	2.00%	8,724,889	5,791,133	-	2,485,000	448,756	2,933,756	8,724,889	0.042	
2046	20,324,478,591	2.00%	8,728,764	5,795,895	-	2,605,000	327,869	2,932,869	8,728,764	0.041	
2047	20,730,968,162	2.00%	2,931,163	-	-	2,730,000	201,163	2,931,163	2,931,163	0.014	
2048	21,145,587,526	2.00%	2,936,859	-	-	2,870,000	68,163	2,938,163	2,938,163	0.013	
			\$ 344,766,198	\$ (881,556)		\$ 55,000,000	\$ 29,241,951	\$ 84,241,951	\$ 428,126,593		

Assumptions:

(1) FY 2024 Preliminary Freeze Adjusted Value is provided by the CAD. Projected growth rates are provided by the District. Preliminary, subject to change.

Includes preliminary freeze adjusted revenues. Does not include hold harmless revenues.

(2) Reflects current interest rates as of May 22, 2023 plus 25 basis points.

(3) Est. tax collections rate: 98.00%



STAAR/EOC Redesign & Accountability Refresh Update

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June 5, 2023

Overall

1 Student Achievement

3 on AP or 4 on IB
 TSI criteria (SAT/ACT/TSIA)
 Dual credit course
 Associate's degree
 Industry-based certification
 Completed IEP and workforce readiness
 Enlist in US Armed Forces
 SPED Graduate on RHSP, DAP, FHP-E or FHSP-DLA

Graduation Rate (20%)
 College, Career, Military Ready (40%)
 STAAR Performance (40%)

(% approaches + % meets + % masters)
 3

**2 Part A:
Academic Growth**

Math: Algebra 1
 Reading: English 2

**Don't Let Students
Go Backwards!**

**Part B:
Relative Performance**

Comparison of how well students are doing relative to students in schools with similar Eco Dis percentage based on STAAR Performance and CCMR

3 Closing the Gaps

Student Groups Included: All, Racial/Ethnic Groups, Eco Dis, SPED, EL, Continuously Enrolled, Non-Continuously Enrolled

Indicators
 Meets in Math & Reading (50%)
 Graduation Rate (10%)
 EL Proficiency (10%)
 CCMR (30%)

Different indicator targets for different subgroups

Overall Rating

70% of overall rating is the best of Domain 1, Domain 2A, or Domain 2B

30% of overall rating is Domain 3

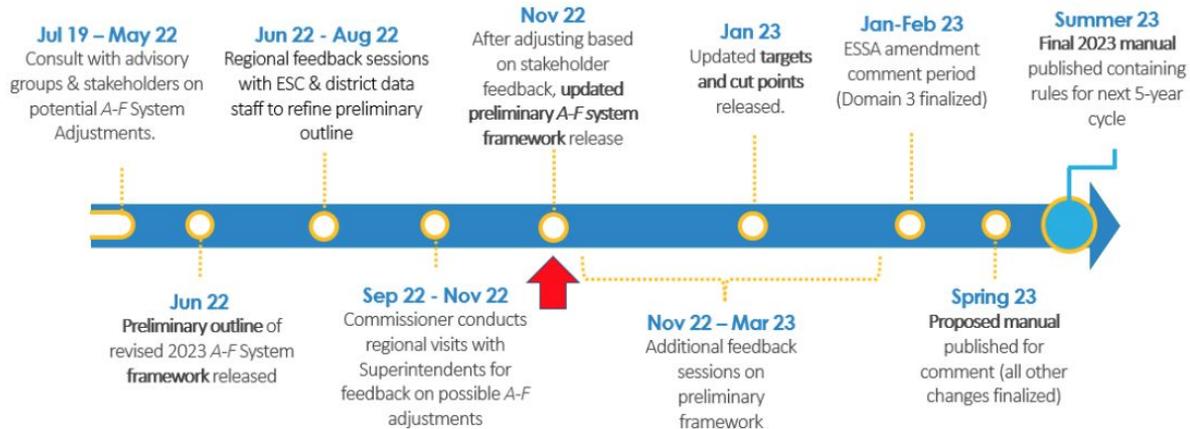
**2021-2022
District Rating
86 B
Using this methodology.**



Board Goal Development & Accountability Update 2022-2023

November 17, 2022

STAAR Redesign Accountability Refresh Board Goals Legislative Priorities



NEW: System Changes for 22-23

- Changes in the scaling and cut points for multiple measures (Graduation Rate, CCMR, etc.).
 - College, Career, Military Readiness: previously a rate of 60 would scale to a score of 90. Under the new scaling, a district would need a rate of 88 to scale to a 90.
 - The same student outcomes would result in a scale score dropping from 90 to approximately 75.
- CCMR

TEA 3A. IBC & Programs of Study Accountability Transition

Sunset IBCs (v2) will continue to generate A-F credit for two more upcoming graduating classes, and program-of-study requirements are phased in over three years, to allow school systems to transition their career preparation programs



Assessment Construction Changes for 2022-2023

STAAR redesign was authorized by HB 3906 in 2019 (86th Texas Legislature):

- Reading Language Arts (RLA) Redesign
 - Incorporate writing in every grade assessment
 - Include cross-curricular reading passages that cover content taught in other subjects
- Limit multiple choice questions at 75% of test questions
 - Beginning in 2023, STAAR assessments will include Technology Enhanced Items
 - Bryan ISD has been using these new item types for local assessments since 2021



Technology Enhanced Items

	Math	Science	Social Studies	Reading
Multipart - provide a response and a justification		✓	✓	✓
Multiselect - select more than one correct answer	✓	✓	✓	✓
Constructed Response - provide a written response	✓	✓	✓	✓
Drag & Drop - select and drag text/object to a different location	✓	✓	20	
Hot Spot - select 1 or more areas from an image	✓	✓	✓	
Inline Choice - choose from a drop-down list of options	✓	✓	✓	
Text Entry - enter a numeric quantity, word, or phrase	✓	✓	✓	✓
Highlight text - highlight text from a given passage			✓	✓
Graphing - plot on coordinate plane or number line, create bar graph	✓			



District Rating: Proportional Domain Rating

The following steps describe the proposed methodology.

1. Determine the number of students enrolled in grades 3–12 at each campus.
2. Sum the number of students enrolled in grades 3–12 at the district.
3. Divide the number of grades 3–12 students at the campus by the district total.
4. The resulting percentage is the weight that each campus would contribute to the district domain score.

Campus	Grade 3–12 Enrollment	Calculation	Weight
Campus 1	334	$334 \div 2,417$	13.8%
Campus 2	990	$990 \div 2,417$	41.0%
Campus 3	62	$62 \div 2,417$	2.6%
Campus 4	761	$761 \div 2,417$	31.5%
Campus 5	270	$270 \div 2,417$	11.2%
District 3–12 Enrollment	2,417		

District Rating: Proportional Domain Rating

The following steps describe the proposed methodology.

5. Multiply the campus domain scaled score by its weight to determine the points.
6. Sum the points for all campuses to determine the district's domain score.

Campus	Student Achievement Domain Scaled Score	Weight	Points
Campus 1	85	13.8%	11.7
Campus 2	85	41.0%	34.9
Campus 3	77	2.6%	2.0
Campus 4	72	31.5%	22.7
Campus 5	67	11.2%	7.5
District Student Achievement Domain Scaled Score			79

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This example is for Domain I. Each domain is calculated in a similar manner.

NEW District Rating Calculation for 2023

Each campus domain score will be multiplied by the percent of enrollment and then summed to find the district accountability rating.

District Cod	District Nar	Campus Co	Campus Name	Total Enrollment	Grades 3-12 Enrollment	Percentage of District
021902	BRYAN ISD	021902001	TRAVIS B BRYAN H S	2418	2418	20.9%
021902	BRYAN ISD	021902002	JAMES EARL RUDDER H S	1769	1769	15.3%
021902	BRYAN ISD	021902041	STEPHEN F AUSTIN	1206	1206	10.4%
021902	BRYAN ISD	021902046	SAM RAYBURN	1173	1173	10.1%
021902	BRYAN ISD	021902047	ARTHUR L DAVILA MIDDLE	1044	1044	9.0%
021902	BRYAN ISD	021902045	JANE LONG	998	998	8.6%
021902	BRYAN ISD	021902003	BRYAN COLLEGIATE H S	466	466	4.0%
021902	BRYAN ISD	021902115	ANSON JONES EL	559	209	1.8%
021902	BRYAN ISD	021902107	HENDERSON EL	554	207	1.8%
021902	BRYAN ISD	021902108	JOHNSON EL	539	206	1.8%
021902	BRYAN ISD	021902114	MARY BRANCH EL	615	204	1.8%
021902	BRYAN ISD	021902110	SUL ROSS EL	541	194	1.7%
021902	BRYAN ISD	021902103	BONHAM EL	525	186	1.6%
021902	BRYAN ISD	021902101	KEMP-CARVER EL	503	174	1.5%
021902	BRYAN ISD	021902017	THE MARY CATHERINE HARRIS SCHOOL	169	169	1.5%
021902	BRYAN ISD	021902112	SAM HOUSTON EL	452	153	1.3%
021902	BRYAN ISD	021902119	MITCHELL EL	442	153	1.3%
021902	BRYAN ISD	021902118	NEAL EL	365	136	1.2%
021902	BRYAN ISD	021902113	NAVARRO EL	422	132	1.1%
021902	BRYAN ISD	021902106	FANNIN EL	385	130	1.1%
021902	BRYAN ISD	021902105	CROCKETT EL	424	127	1.1%
021902	BRYAN ISD	021902117	ALTON BOWEN EL	342	104	0.9%

Making just this one change in the accountability system would have resulted in the District rating changing from an 86 to a 78.

2022-2023 STAAR/EOC Changes In Summary

- ≠ Changes to the **structure** of the assessment and question types.
- ≠ Changes to the **content** of the assessment, writing now in grades 3-8.
- ≠ Changes to the elements and **indicators** in the accountability system.
- ≠ Changes to the **cut points** and scale scores in the accountability system.
- ≠ Changes to the **methodology** in the accountability system.

2023 A-F Refresh Overview and Summary



2023 Ratings Will Be Different

State law requires updates to standards to continuously improve student performance and ensure Texas is a national leader in preparing students for postsecondary success. Prior to 2017, accountability standards and cut points were raised each year. A-F enables apples-to-apples comparisons by updating standards less frequently. However, this results in larger changes when the updates occur. This year is different with the updated standards. Therefore, 2022 and 2023 ratings cannot be compared side-by-side. It is possible that a campus with an A in 2022 may improve in 2023 and yet receive a B.

23

Bottom line: These changes will make it impossible to compare next year to prior years with any reliability. **From TEA: “It’s is possible that a campus with an A in 2022 may improve in 2023 and yet receive a B”**

TEA: Zone of Uncertainty (Current Year)

With the redesign of the content and structure of the STAAR/EOC TEA has not set passing standards for this year's assessments.

- Districts will not know what constitutes “passing” until after graduation. There are also implications for summer school.

To guide districts with these decisions TEA has released the raw score tables with the following guidance:

- Likely did not pass
- **Zone of uncertainty**
- Likely passed (Passed = Approaches or higher)

Spring 2023 STAAR EOC Assessment

Raw Score	Preliminary Determination
1	Likely did not pass
2	Likely did not pass
3	Likely did not pass
4	Likely did not pass
5	Likely did not pass
6	Likely did not pass
7	Zone of uncertainty
8	Zone of uncertainty
9	Zone of uncertainty
10	Zone of uncertainty
11	Zone of uncertainty
12	Zone of uncertainty
13	Zone of uncertainty
14	Likely passed
15	Likely passed
16	Likely passed
17	Likely passed ²⁴
18	Likely passed
19	Likely passed
20	Likely passed



LEGISLATIVE PRIORITIES



2023-2024 | bryanisd.org/TXLegislativePriorities

Bryan ISD Advocates the 88th Texas Legislature for the Following Priorities

ADDRESS THE TEACHER SHORTAGE

Support Teachers & School Districts in Efforts to Properly Educate Students

ADVOCATE - Help teachers enter the profession with more financial aid & additional incentives, including increased staff compensation, retirement & health benefits.

ENHANCE - Improve TRS to attract staff. Remove burdensome retirement criteria & compensation. Increase flexibility with compensation, including rehiring retirees.

RESTORE - Advocate for a “hold harmless” accountability rating & replace the current A-F system for one that honors the complex work of educators throughout the state.



UPDATE SCHOOL FINANCE

Change the System & Increase Funding

RESTRUCTURE - Use student enrollment & consider regional cost differences. Distribute funding equitably, reduce recapture payments, increase funding for student education & teacher compensation, & provide automatic property tax relief for taxpayers. Any “revenue in excess of entitlement” must be returned to the Basic Allotment and not into the general fund or other fund not benefiting traditional public education.



FUND - Substantially increase the Basic Allotment & provide annual inflation adjustments using the Texas CPI to at least raise per-pupil funding to the national average.

CHAMPION - Advocate for local spending freedom. Oppose using local school property tax revenues for non-public education purposes & cuts to FSP funding.

SUPPORT - Fund full-day Pre-K for all students through FSP funding. Increase School Safety Allotment funding & local flexibility to ensure our schools are safe. Increase IMTA funding so districts can provide adequate technology & instructional materials to meet higher student standards.



LEGISLATIVE PRIORITIES

2023-2024 | bryanisd.org/TXLegislativePriorities

PROTECT PUBLIC EDUCATION

Maintain Academic & Financial Transparency

PRESERVE - Support plans keeping public tax dollars going to public school districts held accountable by elected school board members who reside in the communities they serve. Ensure public tax dollars are not diverted to private entities.

RETHINK STANDARDIZED TESTS

Advocate for a More Comprehensive Accountability System

UPGRADE - Stop oversimplifying the work of teachers.

GROW - Oppose A-F campus and district ratings. Limit state assessment programs to those required to meet federal ESSA requirements. Advocate for a more comprehensive accountability system that looks beyond high-stakes, multiple-choice exams. Implement & assess a “hold harmless” accountability rating year after changes to the system & assessment. Allow local discretion in instructional planning and repeal accelerated learning requirements.



FOCUS ON SCHOOL SAFETY

Provide Adequate Funding for School Safety Provisions with Local Flexibility

SUPPORT - Provide additional support, resources, and services from the mental health field to better increase access to research-based proactive and crisis mental health services. With assistance & collaboration from mental health providers, provide support for services to students, caregivers, & school staff to help identify or support student mental health needs.

Your Voice Matters

DISTRICT 14 TEXAS HOUSE REPRESENTATIVE - Rep. John Raney (979) 260-5040

DISTRICT 12 TEXAS HOUSE REPRESENTATIVE - Rep. Kyle Kacal (979) 774-7276

DISTRICT 5 TEXAS SENATOR - Sen. Charles Schwertner (979) 776-0222

88th TX LEGISLATIVE TIMELINE - January 10 First Day of Session | March 10 Bill Filing Deadline
May 29 Last Day of Session | June 18 Deadline for the Governor to Sign or Veto Legislation



**Bryan Independent School District Resolution of Board of Trustees
Regarding STAAR Redesign and the Accountability System for Public Schools**

WHEREAS, the 86th Texas Legislature passed HB 3906, which authorized the redesign of the State of Texas Assessments of Academic Readiness; and

WHEREAS, the Texas Education Agency has made vast changes to the content, structure, and administration of the state assessments, including limiting multiple choice questions to 75% of the test questions, the addition of technology-enhanced question types for all grade levels and subjects, the addition of short constructed written responses in all subject areas and tested grade levels, shifting to evidence-based writing samples for the first time, and all students will now be required to take the online administration of the assessments; and

WHEREAS, the Texas Education Agency's proposed "A-F Accountability Refresh" is scheduled for the 2023 Accountability Ratings; and

WHEREAS, the Texas Education Agency's A-F Refresh Overview and Summary states that ratings from 2022 and 2023 cannot be compared side-by-side and that, "It is possible that a campus with an A in 2022 may improve in 2023 and yet receive a B."; and

WHEREAS, in the 2022 accountability ratings, the College, Career, and Military Readiness cut score to receive an "A" in the domain was a 60 and for 2023 will now be an 88. This results in a 47% increase in one year, applied to students who graduated in 2022 and who are no longer enrolled; and

WHEREAS, there is a state and national teacher workforce shortage and the vast changes implemented by the STAAR Redesign and the A-F Accountability Refresh have been cited as reasons for teachers leaving the profession;

IT IS THEREFORE:

RESOLVED THAT the Bryan ISD Board of Trustees calls on the Texas Legislature to institute a hold harmless year for 2023 Accountability; and

RESOLVED THAT the Bryan ISD Board of Trustees asks that the Texas Education Agency maintain the 2022 College, Career, and Military Readiness cut scores; and

RESOLVED THAT the Bryan ISD Board of Trustees urges the Texas Legislature to limit state assessment programs to those required to meet federal ESSA requirements and reduce the time students spend taking state tests; and

RESOLVED THAT the Bryan ISD Board of Trustees implores the Texas Legislature to replace the A-F system for public schools with one that honors the complex work of educators throughout the state.

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Bryan Independent School District during a called meeting on April 3, 2023, a quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: 7

Nays: 0

Abstentions: 0

By: 
Dr. Julie Harlin
President, Bryan ISD Board of Trustees

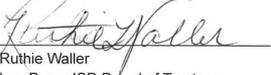
By: 
Felicia Benford
Secretary, Bryan ISD Board of Trustees

By: 
Mr. Mark McCall
Member, Bryan ISD Board of Trustees

By: 
Mr. David Stasny
Member, Bryan ISD Board of Trustees

By: 
Dr. Deidra Davis
Vice President, Bryan ISD Board of Trustees

By: 
Mr. Leo Gonzalez
Member, Bryan ISD Board of Trustees

By: 
Mrs. Ruthie Waller
Member, Bryan ISD Board of Trustees

Preliminary Accountability Manual Released

- May 19, 2023: TEA Released Preliminary Accountability Manual for Public Comment (157 pages).
- Late Summer: Final Accountability Manual will be adopted.
- Includes all of the proposed changes to indicators and calculations, including CCMR adjustments in scoring and district proportional rating calculation methodology.

Figure: 19 TAC §97.1001(b)

2023 Accountability Manual

Chapter 1—2023 Accountability Overview

About this Manual

The 2023 Accountability Manual is a technical guide that explains how the Texas Education Agency (TEA) uses the accountability system to evaluate the academic performance of Texas public schools. The manual describes the accountability system and explains how TEA processes information from different sources to produce 2023 accountability data reports.

The 2022 Accountability Manual/2023 Accountability Manual attempts to address all possible scenarios; however, because of the number and diversity of districts and campuses in Texas, there could be unforeseen circumstances that are not anticipated in the manual. If a data source used to determine district or campus performance is unintentionally affected by unforeseen circumstances, including natural disasters or test administration issues, the commissioner of education will consider those circumstances and their impact in determining whether or how that data source will be used to assign accountability ratings and award distinction designations. In such instances, the commissioner will interpret the manual as needed to assign the appropriate ratings and/or award distinction designations that preserve both the intent and the integrity of the accountability system.

Accountability Advisory Groups

Educators, school board members, business and community representatives, professional organizations, and legislative representatives from across the state have been instrumental in developing the current accountability system.

Texas Accountability Advisory Group (TAAG) includes representatives from school districts, legislative offices, and the business community. Members identify issues critical to the accountability system and makes recommendations and provide feedback on major policy issues.

ESC Accountability Group (EAG) includes representatives from each regional education service center (ESC) in the state. Members identify issues critical to the accountability system and make recommendations/provide feedback on major policy issues.

Accountability Technical Advisory Committee (ATAC) includes representatives from school districts, charter schools, and regional education service centers (ESCs). Members made recommendations to address technical issues for 2023 accountability.

Accountability Policy Advisory Committee (APAC) includes representatives from legislative offices, school districts, charter schools, parents, and the business community. Members made recommendations to address policy issues for 2023 accountability.

The commissioner considered all proposals and released the 2022 Academic Accountability System Framework in February 2022.

The commissioner considered all proposals and released preliminary A-F frameworks in June and November of 2022 and January of 2023. The final 2023 A-F System Framework was released in March/February 2023.

The accountability development proposals and supporting materials that were reviewed and discussed at each advisory group meeting are available online at <https://tea.texas.gov/texas-schools/accountability/academic-accountability/performance-reporting/2023-accountability-development-materials>. <https://tea.texas.gov/texas-schools/accountability/academic-accountability/performance-reporting/2023-accountability-development>.

New CCMR Scale Scores

- CCMR Calculations are Based on the prior year's graduating class.
- Class of 2022 CCMR results will be used for the the 2023 rating using the NEW calculation.
- NOTE: Actual student CCMR results maintained or **improved** over the prior year, yet the score used for the rating dropped by up to 16 points.

CCMR Scale Scores - Not %

	2017-2022 Scaling	2023 Scaling
BHS	95	80
BCHS	100	100
Rudder	94	78
MC Harris	81	78
District	92	New Calculation

TEA's "What If" Scenarios

TEA's "WHAT IF" Ratings Using the 21-22 Student Results under the 22-23 Preliminary Accountability Manual

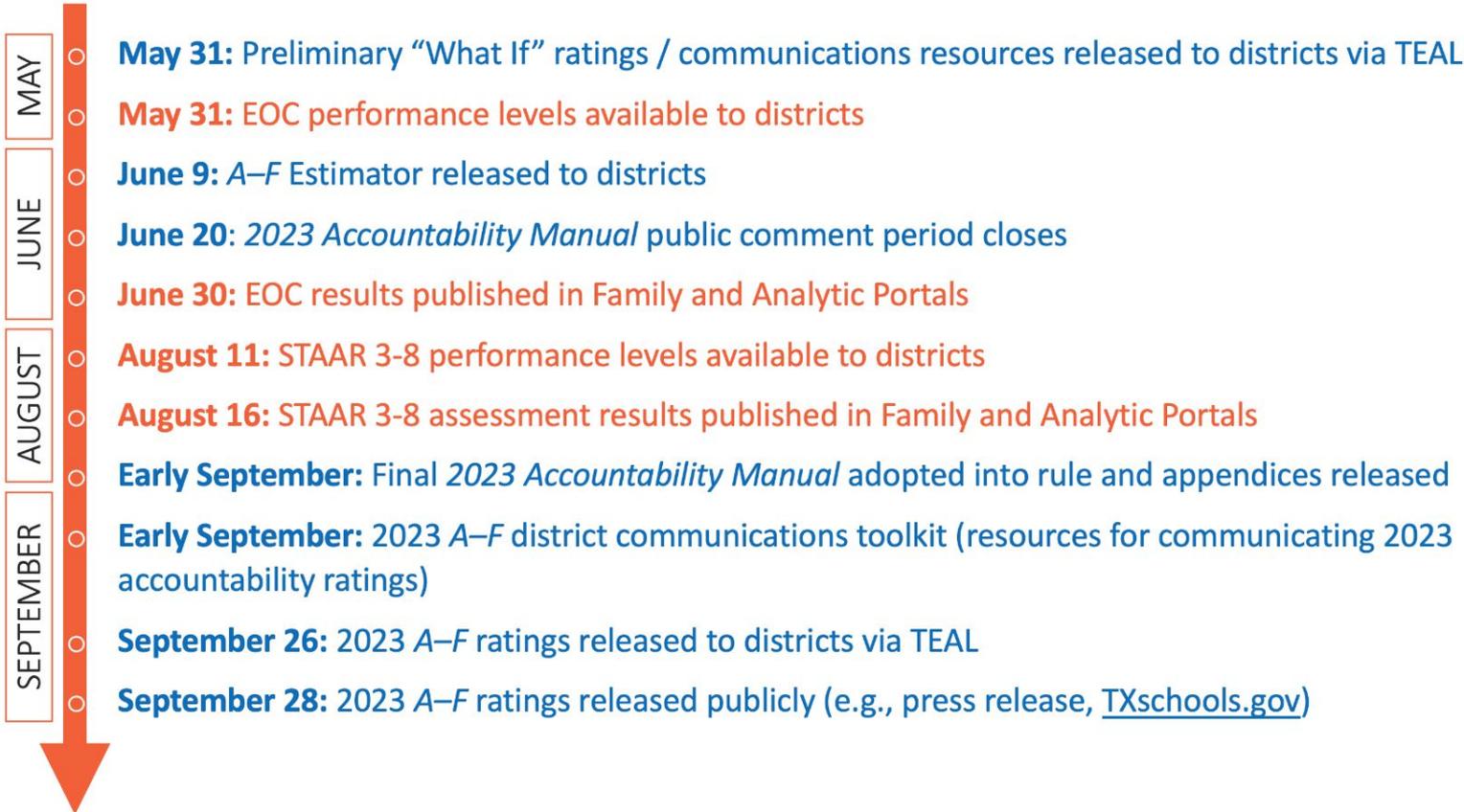
- **Last year's student results** under the **PROPOSED** new accountability calculations.

Key Changes to the Calculations

- CCMR Scale Score
- Graduation Rate Scale Score
- Domain II Calculation - Student Growth, 4545
- Domain III Calculation - Super Group, 2 Lowest Performing Subgroups, Minimum Group Size of 10, New Rating System (0-4)

	2022 Overall Rating	What IF Overall Rating with NEW TEA Methodology
District	86	75
Bonham	76	76
Bowen	77	74
Branch	80	74
Crockett	75	61
Fannin	85	81
Henderson	76	71
Houston	87	89
Johnson	91	89
Jones	76	69
Kemp-Carver	89	85
Mitchell	77	79
Navarro	74	69
Neal	87	87
Ross	88	85
Long	78	69
Rayburn	79	7329
Davila	75	69
SFA	76	74
BHS	83	76
RHS	80	71
BCHS	95	97
MC Harris**	81	73

2023 A-F Communications Timeline



When Should Parents Expect Scores from TEA?

- Districts have received early guidance on student results:
 - Likely Passed, Zone of Uncertainty, Likely Did Not Pass.

Spring 2023 STAAR Reporting Timelines



The spring 2023 State of Texas Assessments of Academic Readiness (STAAR®) has been redesigned to align closer to classroom instruction and the unique ways students learn. Reporting final test results for the redesigned STAAR will take a bit longer this year because educators from across the state will meet to provide their expert opinions on the passing scores for the redesigned assessments.

End-of-Course

MAY 31 **Early Scale Scores and Performance Levels**
Districts can access scale scores and performance levels and make decisions regarding a student. Early results may be considered final unless districts request corrections.

JUNE 30 **Results for Families**
Available in the Family Portal.



Visit TexasAssessment.gov for more information.

TEA | TEXAS ASSESSMENT

Spring 2023 STAAR Reporting Timelines



The spring 2023 State of Texas Assessments of Academic Readiness (STAAR®) has been redesigned to align closer to classroom instruction and the unique ways students learn. Reporting final test results for the redesigned STAAR will take a bit longer this year because educators from across the state will meet to provide their expert opinions on the passing scores for the redesigned assessments.

Grades 3-8

AUG 11 **Scale Scores and Performance Levels**
Districts can access scale scores, performance levels, and STAAR Report Cards and make decisions regarding a student.

AUG 16 **Results for Families**
Available in the Family Portal.



Visit TexasAssessment.gov for more information.

TEA | TEXAS ASSESSMENT

2022-2023 STAAR/EOC Changes In Summary

- ≠ Changes to the **structure** of the assessment and question types.
- ≠ Changes to the **content** of the assessment, writing now in grades 3-8.
- ≠ Changes to the elements and **indicators** in the accountability system.
- ≠ Changes to the **cut points** and scale scores in the accountability system.
- ≠ Changes to the **methodology** in the accountability system.

2023 A-F Refresh Overview and Summary



2023 Ratings Will Be Different

State law requires updates to standards to continuously improve student performance and ensure Texas is a national leader in preparing students for postsecondary success. Prior to 2017, accountability standards and cut points were raised each year. A-F enables apples-to-apples comparisons by updating standards less frequently. However, this results in larger changes when the updates occur. This year is different with the updated standards. Therefore, 2022 and 2023 ratings cannot be compared side-by-side. It is possible that a campus with an A in 2022 may improve in 2023 and yet receive a B.

32

Bottom line: These changes will make it impossible to compare next year to prior years with any reliability. **From TEA: “It’s is possible that a campus with an A in 2022 may improve in 2023 and yet receive a B”**



3. Teaching and Learning Annual Renewals and Purchases for Supplemental Educational Support and Operational Software Solutions

35



Teaching & Learning

*Annual Renewals and Purchases for
Supplemental Educational Support and Operational Software Solutions*

June 5, 2023

Overview of Purchase Requests

Operational		
NWEA MAP	\$227,852.50	ESSER & SCE
Branching Minds	\$133,648	Title I & SCE
Schoology	\$87,680	
Eduphoria! Suite	\$51,335.60	Title I & Local
Frontline eStar (SPED)	\$60,000	Local

Supplemental Support and Services		
Imagine Learning & Edgenuity	\$263,190 <i>annually for 3 years</i>	Title I and SCE
HMH Read 180 and System 44	\$51,512.01	SCE
Reading Horizons	\$507,288.75	Dyslexia Grant
Specialized Assessments & Consulting	\$107,000	IDEA
Stepping Stone Group	\$61,500	IDEA 36
Candor Consulting & Diagnostic Group	\$90,000	IDEA

IDEA: Individuals with Disabilities Education Act Funds

SCE: State Compensatory Education Funds

Title I: Federal Title I Funds

ESSER: Federal Elementary and Secondary School Emergency Relief Fund

Operational Purchase Requests

NWEA Map Growth (Operational)

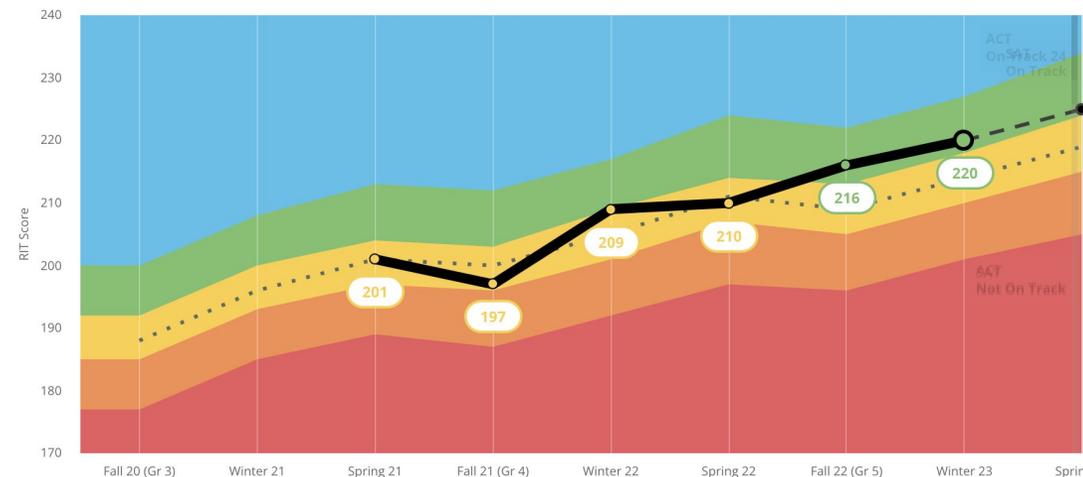
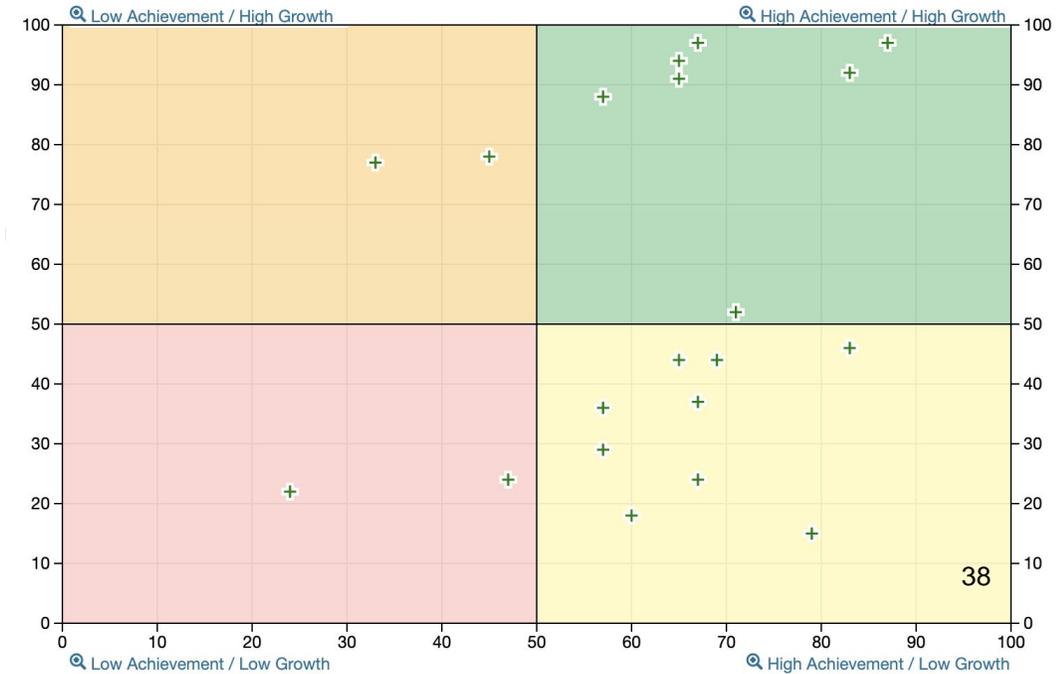
Years in BISD	2	Annual Cost	\$227,852.50
Pop. Served	K-12	Funding Source	ESSER & SCE

Description

- NWEA supports students and educators worldwide by creating assessment solutions that precisely measure growth and proficiency—and provide insights to help tailor instruction.
- Computer adaptive 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. The reading assessment also serves as the Dyslexia screener for K-1.
- MAP Fluency measures foundational reading skills including oral reading fluency and literal comprehension for grades K - 4.

Impact/Usage

- All K-12 students
- Reading, Language Usage, Mathematics, Science
- Allows for progress monitoring of student progress over time
- Tracks student progress in reading levels for grades K - 4



Branching Minds *(Operational)*

Years in BISD	5	Annual Cost	\$133,648
Pop. Served	PK-12	Funding Source	Title I & SCE

Description

- Software that supports the district's legally required Multi-Tiered System of Support for struggling learners. Documents goals, progress, meetings, and communications with parents, teachers, and administrators. Also provides intervention strategies and resources.

Impact/Usage

- Over 580,000 tasks/to-do items completed for students. Such as: intervention sessions, student insight survey, progress monitoring, etc.
- Over 44,000 family communications such as phone calls, emails, letters, etc.
- In the last 30 days, 80% of teachers have logged in to document intervention or communication work.

The screenshot displays the Branching Minds software interface. It features three main sections: 'Progress Monitors', 'Interventions & Accommodations', and 'Supplemental Supports'.
1. **Progress Monitors:** Shows a plan for 'DRA - Comprehension' assigned to Danielle Legg. It includes a goal score of 40 and a date range of 9/27/21 - 12/13/21. A message states 'No scores yet for DRA - Comprehension'.
2. **Interventions & Accommodations:** Shows a plan for 'Bryan ISD SE-Based Reading Re-teach' assigned to Victoria Jordan. It includes details like 'In a Group', '3x/week', '20min', '8/30/21 - 12/13/21', and 'In Class (Teacher)'. A progress bar shows '0/960 planned minutes' and a count of '39'. A dropdown menu is open, listing actions: 'Assign to me', 'Edit or extend this plan', 'Copy to same student', 'Go to Group Plan', 'Copy to other students', 'Copy to other staff members', and 'Delete plan'.
3. **Supplemental Supports:** A message states 'No supplemental supports added yet.'
At the bottom, a copyright notice reads: '© 2021 Branching Minds, Inc. All rights reserved.'

Schoology (Operational)

Description

- 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 lesson 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.
- Ability to create engaging tasks aligned to STAAR Redesign

Impact/Usage

- 4.6 million sessions/uses this year
 - 300,220 staff sessions/uses
 - 4.3 million student sessions/uses

Years in BISD	3	Annual Cost	\$87,680
Pop. Served	K-12	Funding Source	ESSER

The screenshot shows the Schoology interface for a course titled "1st GRADE". On the left, there is a sidebar with navigation options: "Group Options", "Updates", "Discussions", "Albums", "Members (231)", "Resources", "Britannica School", "Conferences", "McGraw Hill K-12 SSO", and "STEMscopes". Below the sidebar, there is an "Access Code" section with the code "XXMW-SQ52-7TWHR" and a "Reset" link. At the bottom, there is an "Information" section with the category "General".

BISD 1st Grade Teachers

Resources

Title

Getting Started with Schoology for Students

These resources will include a short video and handout you can share with your students and parents to help them get started in Schoology.



Added by Jana Wenzel · Apr 5, 2020

40

1st Grade ELA/SLA

Added by Charlene Muehlstein · Jun 6, 2022

1st Grade Math

Added by Debbie Richards · Jul 25, 2022

1st Grade Science - (Under Construction)

Added by Debbie Richards · May 11, 2023

1st Grade Social Studies

Added by Charlene Muehlstein · May 25, 2022

Eduphoria! Suite (Operational)

Years in BISD	18	Annual Cost	\$51,335.60
Pop. Served	K-12	Funding Source	Title & Local

Description

- 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, T-TESS, etc.
- Electronic forms, signatures, and workflow to streamline in-district processes - HR forms, Field Trip Requests, Gifts to the district, etc.

Impact/Usage

- For the 2022-2023 school year, there were over 316,000 student logins for online quizzes/assessments. Averaging 1,099 student logins per day.
- Over 9,000 computer help desk requests were entered this year.
- There are currently over 125 active form templates used by district employees.

Technology

- Audio and Video devices**
Ex: Projectors, TV, speaker system, video announcement, document camera, or interactive whiteboard
- Computer Problem / Request**
- Data Services Information Request**
Used to track district information and project tickets.
- Friendly Name Change**
- Hardware Delivery**
This ticket is to be used for delivery of equipment to campuses.
- Out of Warranty Repair**
- Remove/Disposal of Tech Equipment**
This form is used to request pick up of out dated technology related equipment for recycling.
- TimeClock**
- Staff Damage**
- Warranty Repair (In-house)**
- Hardware Problem?**
If your computer won't power on, has been damaged or is making strange noises when trying to start up.
- MIT Issues**
- PA / Bells/ Informacast Requests**
- Software Problem?**
If your computer won't login, doesn't have the software you need, or a program on the computer isn't working properly.
- Technology Training/Support**
Use this to request technology
- Printer Repair**
- Security Camera Adjust**
Use This Form To Request Adjust
- Battery Replacement**
- Damages**
Old Description - DO NOT USE
- Edgenuity**
- Google Requests**
Please Note: Google Groups are designed to support communication for large groups. Please refer to the Google Communication Guides in the Instructional Technology Vault for small group communication suggestions.
- Online Resource Account Request**
This is to be used for online resource account creation and change request. Online resources include McGraw Hill Connected, MSTAR/ESTAR, Think Through Math, Houghton Mifflin Harcourt (HMH), Sapling Learning, iStation, FFAST Math and USA Test Prep.
- Raptor Issues**
- Security Cameras (CCTV)**
To report problems with surveillance cameras.
- SPED CCTV Request**
Camera install work order for SPED classrooms.
- Student Damage**
- Warranty Repair (Vendor)**
- Internet Filtering Request**
All requests for access to or to block a website should be requested here.
- Networking**
Use this for bad ports, installation of new ports or any other type of Networking issue.
- Phone or Fax Issues**
- Summer Maintenance**
- School Support Request**

Select a Category

Form Category

- General Forms
- Business Services
- CTE
- Curriculum & Instruction
- Education Foundation
- Human Resources
- Instructional Materials
- Special Education
- Technology Services
- Transportation
- Warehouse
- School Leadership
- Assessment
- Copy Center
- Data Services
- Discipline Forms
- Field Trip Requests
- Fine Arts
- Maintenance and Operations
- Technology Purchasing
- Professional Development Requests
- Volunteer Programs
- COVID19 Forms

Aware
View student test data and perform district benchmarks

Forethought
District wide curriculum management and lesson planner.

Formspace
Create and submit online forms.

Helpdesk
Request support and manage all of your requests.

Strive
Providing educators the information needed for professional growth.

Management
Manage global settings for Eduphoria.



Frontline eSped *(Operational)*

Years in BISD	10	Annual Cost	\$60,000
Pop. Served	SPED	Funding Source	Local

Description

- Frontline school administration software allows Bryan ISD staff to manage all aspects of special education student documentation needs.
- Systems supports all aspects of Special Education student paperwork including
 - creating student’s individualized education plan (IEP) document,
 - creating meeting notices,
 - completing IEP meeting documentation,
 - completing special education evaluation reports,
 - completing progress reports,
 - documenting parent contacts, and
 - allows for student’s IEP plan to be shared with all appropriate staff.
- Allows for easy transfer of educational records to other districts within the state of Texas who use the system.

Impact/Usage

- Used district wide to support 2,700 special education students
- Used to completed over 6,200 ARD meetings
- Used to completed over 1,500 initial and special request evaluation reports
- Used to complete over 700 re-evaluation reports completed

Screen: 12. Development of IEP / Transition Application: ARD Forms

DEVELOPMENT OF THE INDIVIDUAL EDUCATION PROGRAM (IEP)
Present Levels of Academic Achievement and Functional Performance

Yes No N/A Clear The ARD committee reviewed achievement of the previous year's goals on the IEP. (Applicable to all but initial ARD meetings.)

Reading	Math
Speech/Related Services	Behavior
Written expression	Other
Functional	

eStar State Assessment (STAAR) Application: ARD Forms

This student is/will be in grade level that takes the STAAR? Yes No Clear

Duration of Special Education Services: From: To:
 Date of STAAR Revision:

IMPORTANT: If appropriate, complete the STAAR Alternate 2 Participation Requirements form found on the [STAAR Alternate 2 Resources page of the TEA website.](#)

STAAR Alternate 2 Participation Requirements

State-required documentation form has been completed and the student meets participation requirements.

STAAR Alternate 2 Medical Exceptions

State-required documentation form has been completed and the student meets eligibility requirements.

STAAR Alternate 2 NAAR

State-required documentation form has been completed and the student meets eligibility requirements.

STAAR Grades (3-8)	Assessment Types	
Subject	Current Year <input type="text" value="2022-2023"/>	Next Year <input type="text"/>
RLA	<input type="text" value="STAAR Online"/>	<input type="text"/>
Math	<input type="text" value="STAAR Online"/>	<input type="text"/>
Science (5 & 8)	<input type="text" value="STAAR Online"/>	<input type="text"/>
Social Studies (8 only)	<input type="text" value="STAAR Online"/>	<input type="text"/>

Supplemental Support and Services

Imagine Math/Edgenuity *(Supplemental)*

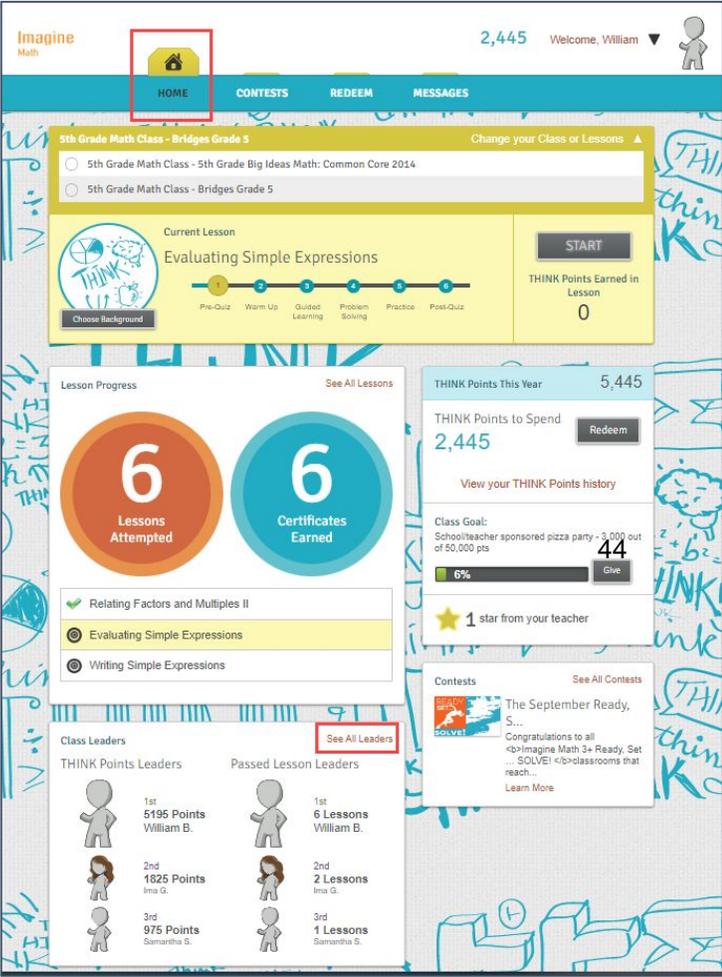
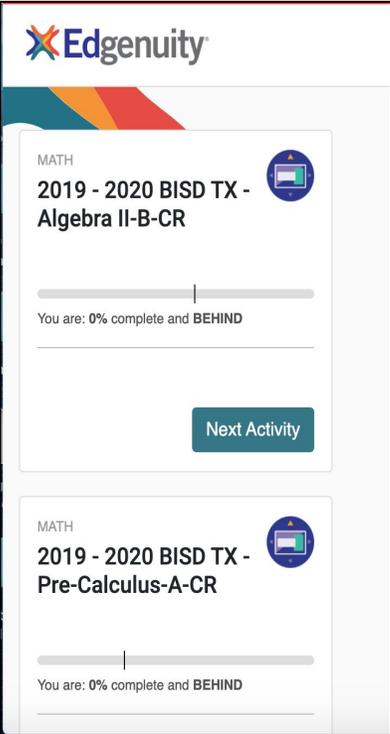
Years in BISD	9	Annual Cost	\$263,190**
Pop. Served	3-12*	Funding Source	Title I & SCE

Description

- Two supplemental software solutions bundled together under a 3-year agreement is providing a more substantial discount.
- Selection Committee reviewed various solutions and selected Edgenuity which is utilized for credit advancement and recovery. These courses come with all resources, materials, and assessments in a self-paced online environment.
- Imagine Math provides online individualized learning lessons specific to student needs utilizing data from MAP.

Impact/Usage

- Approximately 1,700 unique students completed course(s), repaired grades, or other completed other graduation requirements or test prep for SAT/ACT in Edgenuity during the current year.
- 4,635 students in grades 3-8 use Imagine Math weekly in their Math and/or Math Intervention classrooms.
- Research found that students who passed at least 30 Imagine Math lessons demonstrated significantly greater growth on STAAR math assessments.



*Imagine Math serves grades 3-8; Edgenuity grades 5-12
 **This is an annual price for a 3 year agreement

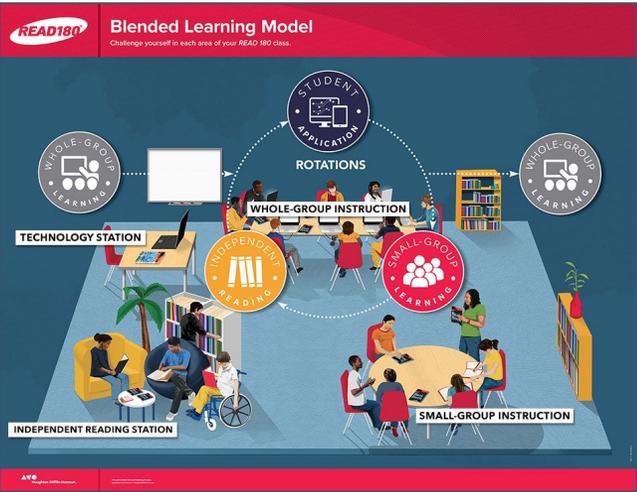


HMH Read 180 & System 44 *(Supplemental)*

Years in BISD	8	Annual Cost	\$59,512.01
Pop. Served	5-11	Funding Source	SCE

Description

- 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.
- This purchase is to set up two classrooms at Sadberry as well as over the usual annual cost for licensing and consumables.

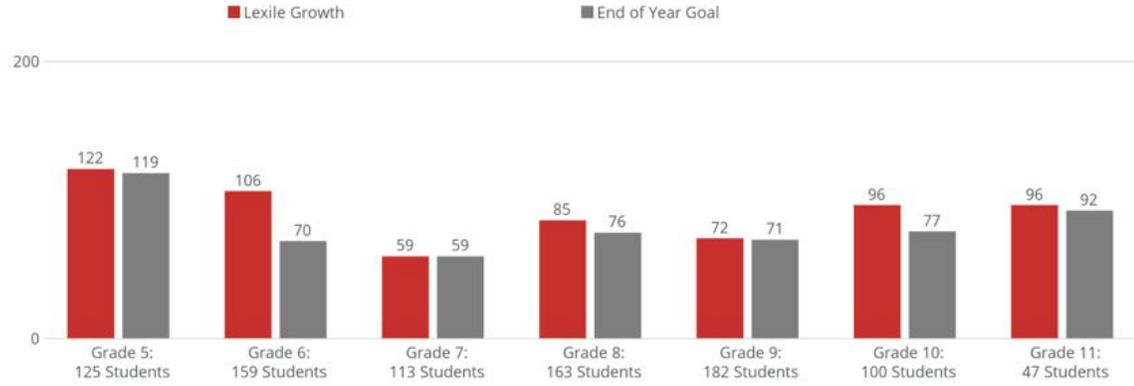


Impact/Usage

- In the 2021-2022 school year, each grade level of students met or exceeded the end of year growth goal in the Read 180 program.
- Of the students in System 44, approx. 79% of students improved their accuracy and 53% improved their fluency by 4+ points.

Mean Lexile Gain & Goal by Grade Level

Mean Change in Lexile & Low-end Growth Goal by Grade Level



Reading Horizons *(Supplemental)*

Years in BISD	1	Annual Cost	\$507,288.75
Pop. Served	K-3	Funding Source	Dyslexia Grant*

Description

- Reading Horizons is a supplemental foundational skills curriculum that is aligned with the Science of Teaching Reading for K - 3rd grade.
- It is a systematic, explicit, multi-sensory phonics curriculum with lesson support for whole group instruction, small group differentiation, and blended learning by utilizing an online practice program.
- The initial purchase of Reading Horizons was funded by the Dyslexia grant received in the summer of 2022. We have additional grant funds and would like to purchase additional non-consumable extension materials and professional development so that the district can sustain the implementation beyond the grant period.
- Following the conclusion of the grant, the annual cost would be \$161,000 funded by Title I and SCE.

Impact/Usage

- Students utilize the online component 3-5 days per week in 15-minute stations
- 72,282 student hours online for 2022-2023 school year
- 1,128 teacher hours online for 2022-2023 school year

For demonstration purposes only. Changes will not be saved.

Preview Content | Demonstration Site | Demonstration Teacher

Site Login: demonstrationsite

Logged in Students: 0
Manage Users

Filter by Track: K

Standard Lessons
 MCW Lessons
 Reference Lessons
 Tests
 Assessments
 Check-Ups

PA	Phonemic Awareness Initial Sound	
PA	Phonemic Awareness Blending	
PA	Phonemic Awareness Final Sound	46
PA	Phonemic Awareness Medial Sound	
PA	Phonemic Awareness Segmentation	
SA	Spelling/Word Recognition Assessment 1	

Play ⓘ

*Bryan ISD was awarded \$2.3 million from the Dyslexia Grant for materials and training.



Special Education Services *(Supplemental)*

Years in BISD	1-4*	Annual Cost	\$258,500
Pop. Served	SPED	Funding Source	IDEA

Description

- Due to the national-wide special education professionals shortage and continued increase in referrals for special education evaluations and the recent legislative changes regarding dyslexia and associated disorders, including speech/language issues, it is anticipated that the need will continue to hire multiple contracted assessment specialists with an amount that will exceed \$50,000.
- Even outside contracted service providers have experienced staffing vacancies and shortages, coupled with high demand. Thus, the district is requesting to continue partnership with three entities for assessment and speech language pathology services **not to exceed** the amounts provided below:
 - Specialized Assessments & Consulting: \$107,000
 - Stepping Stone Group: \$61,500
 - Candor Consulting & Diagnostic Group: \$90,000

Impact/Usage

- ARD Facilitator support for multiple campuses to hold over 660 ARD meeting
- Educational Diagnostician support to complete over 60 full and individual evaluations
- Speech Pathologist support to complete over 40 evaluations and provide therapy to over 70 students
- LSSP support to complete over 90 evaluations



THE STEPPING STONES GROUP
Transforming Lives Together



*Specialized Assessments & Consulting 4 Years; Stepping Stone Group and Candor Consulting 1 year

Overview of Purchase Requests

Operational		
NWEA MAP	\$227,852.50	ESSER & SCE
Branching Minds	\$133,648	Title I & SCE
Schoology	\$87,680	
Eduphoria! Suite	\$51,335.60	Title I & Local
Frontline eStar (SPED)	\$60,000	Local

Supplemental Support and Services		
Imagine Learning & Edgenuity	\$263,190 <i>annually for 3 years</i>	Title I and SCE
HMH Read 180 and System 44	\$51,512.01	SCE
Reading Horizons	\$507,288.75	Dyslexia Grant
Specialized Assessments & Consulting	\$107,000	IDEA
Stepping Stone Group	\$61,500	IDEA 48
Candor Consulting & Diagnostic Group	\$90,000	IDEA

IDEA: Individuals with Disabilities Education Act Funds

SCE: State Compensatory Education Funds

Title I: Federal Title I Funds

ESSER: Federal Elementary and Secondary School Emergency Relief Fund



ITEMS FOR DISCUSSION AND OR ACTION / CONSENT AGENDA

1. Consider Approval of the 2023-2024 Memorandum of Understanding Between Brazos County Juvenile Board and Bryan ISD Relating to the Placement of Bryan ISD Students in the Juvenile Services Academy/Juvenile Justice Alternative Education Program

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**2023-2024 MEMORANDUM OF UNDERSTANDING BETWEEN
BRAZOS COUNTY JUVENILE SERVICES
ACADEMY/JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
AND BRYAN INDEPENDENT SCHOOL DISTRICT**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Brazos County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and Bryan Independent School District (“BISD”) whose students are subject to placement in the Brazos County Juvenile Services Academy / Juvenile Justice Alternative Education Program (the Program of JJAEP). It establishes roles and responsibilities relating to the Brazos County Juvenile Justice Alternative Education Program and Bryan Independent School District. This Memorandum of Understanding is an inter-local agreement entered into pursuant to Texas Education Code, Chapter 37 and Texas Government Code Chapter 791.

II. PROGRAM GOALS

The major goals for the Program in providing services for the students are: (1) to provide a continuum of educational services; (2) to establish consistency, predictability, and appropriateness of student placement following expulsion from their regular school program; (3) to return the expelled student to a regular school setting as soon as appropriate; (4) to impress upon the expelled student that there are progressive sanctions for engaging in criminal and delinquent behavior in the public school setting; (5) to provide educational and placement options for the Brazos County juvenile courts; and (6) to enable the expelled student to perform academically at their appropriate grade level.

III. STUDENT ELIGIBILITY

Students will be assigned to the Brazos County Juvenile Services Academy/Juvenile Justice Alternative Education Program (JJAEP) only as set forth by the provision of this MOU.

- A. Discretionary Expulsions. Students may be assigned to the JJAEP when they have been expelled from BISD for committing one of the offenses listed in the “Attachment A” deemed to be a discretionary expulsion by the Texas Education Code (“TEC”), as listed under TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.0081(b) (Discretionary Expulsion).
- B. Mandatory Expulsion. Students shall be assigned to the JJAEP when they have received a mandatory expulsion from BISD for committing one of the delinquent or criminal offenses deemed to require a mandatory expulsion under TEC Section 37.007 (a), (d), and (e) (Mandatory Expulsion).
- C. Notification Procedures. BISD shall notify the appropriate local law enforcement agency and/or the juvenile and juvenile department in writing as soon as practicable upon BISD’s identification of a student who it reasonably believes has engaged in delinquent or criminal conduct for which the student will be subject to

mandatory or discretionary expulsion. Such notice shall be given in addition to any notice required under Texas Family Code Sec. 52.041.

- D. Court-Ordered Placements. Students may be placed in the JJAEP by a Brazos County Juvenile Court when they have been adjudicated or placed on conditions of release for delinquent conduct. BISD is responsible for providing special education services for BISD students, as articulated in the students' IEPs and/or BIPs when such services are not provided by the JJAEP.
- E. Registered Sex Offenders. Students who are publicly registered sex offenders may be placed by BISD in the JJAEP as provided in Subchapter I of Chapter 37 of the TEC and in accordance with the conditions set out in Section III.B of this MOU.
- F. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJAEP Program behavior expectations as determined by the JJAEP Administrator, the student shall be returned to BISD for disposition. The JJAEP shall not accept nor keep enrolled any student who is 18 years of age or older.
- G. Mandatory and Discretionary Placements. Students expelled into the JJAEP shall only be accepted or remain in the JJAEP if ordered as a condition of court ordered juvenile probation or on a condition of release for "Delinquent Conduct" (as defined by Texas Family Code Chapter 51) by a Brazos County juvenile judge or Brazos County juvenile referee. Eligibility of any other student expelled from BISD on a discretionary basis will be determined by the JJAEP and BISD on a case-by-case basis following BISD hearing on recommended expulsion. The JJAEP will be notified of such hearings and permitted to attend.

IV. STUDENT PLACEMENT

Term of Assignment to the JJAEP

- A. Term of Assignment. The discretionary expulsion or placement order by BISD shall specify the number of days or term of the expulsion or placement. For the purpose of this Article, one hundred eighty (180) enrolled instructional days is a year (Year). Minimum placement will be no less than, thirty (30) instructional days but not to exceed one Year unless otherwise required by law. Students being discharged from the JJAEP shall be released at the end of a grading period back to BISD.
- B. Notification. The JJAEP shall provide a basic schedule of instruction to the home district of each student within five business days of enrollment.
- C. Mandatory Expulsions. A student's original term of expulsion for a mandatory offense may not exceed one (1) calendar year. A student's total assignment to the JJAEP for the Mandatory Expulsion may not exceed one (1) Year. An exception may be granted for the expulsion of a student who brings a firearm to school. A student expelled from the student's regular campus for a period of one (1)

calendar year in accordance with federal law may be assigned to the JJAEP for one (1) calendar year.

D. Mandatory and Discretionary Placements. A student who is assigned to the JJAEP due to a Mandatory or Discretionary Expulsion shall be returned to BISD upon the first of these events to occur:

1. The charges are dismissed or reduced to an offense not eligible for expulsion.
2. The student is acquitted.
3. The student is discharged from juvenile probation or from conditions of release.
4. The student completes the term of placement.
5. The student graduates from high school.
6. The student's assignment at the JJAEP reaches one hundred eighty (180) enrolled instructional days; or,
7. The student successfully completes the JJAEP Program.

At the discretion of the Brazos County JJAEP, any mandatory or discretionary student may be returned to their home district for persistent disruption of program and/or failure to attend school (including leaving the campus without permission).

E. Student Releases. The JJAEP staff may recommend students who demonstrate exemplary performance for early release and alternatively, may recommend expulsion term extensions for students who do not satisfactorily complete the JJAEP program. The final determination to extend a student's expulsion term is that of the BISD.

A student's assignment to the JJAEP shall terminate at the earliest of one of the following dates:

1. Successful completion of the expulsion term.
2. Early release pursuant to the preceding paragraph.
3. One of the seven "Exit Reasons" described in Texas Juvenile Justice Department 348 standards:
 - a. Completed program / returned to home school while on probation.
 - b. Completed program / term of probation expired.
 - c. Completed program / term of placement expired.
 - d. GED completion
 - e. Graduated
 - f. Left program incomplete.
 - g. Other – left program for non-delinquency reason such as moved, death, or medical reason; or,
4. The student's assignment to the JJAEP reaches one hundred eighty (180) enrolled instructional days.

F. Maximum Student Population. The maximum student population shall not exceed thirty (30) students. In the event the JJAEP population exceeds thirty (30)

enrolled students the JJAEP may:

1. Discharge and return discretionary expulsions enrolled at the JJAEP back to BISD to reduce the population; and / or,
 2. Refuse or deny any new discretionary expulsions from BISD.
- G. Referrals. BISD shall be allowed no more than four (4) discretionary referrals at any one time.

V. SPECIAL PROGRAMS

Special Education and 504.

- A. Initial ARD or 504 Committee. A BISD student who commits an offense and has been identified by BISD as having a disability may be expelled from BISD only after a duly constituted Admission, Review and Dismissal (“ARD”) Committee determines that the alleged offense is not a manifestation of the student’s disability in accordance with applicable state and federal laws. BISD shall invite the JJAEP Administrator or the administrator’s designee to an ARD committee meeting convened to discuss a BISD student’s expulsion. BISD must provide reasonable notice of the ARD committee meeting to the JJAEP administrator and to the parent consistent with federal and state law. A copy of the student’s current individualized education program (IEP) and Behavior Intervention Plan (BIP) must be provided to the JJAEP Administrator with the notice. If the JJAEP Administrator or designee is unable to attend the ARD committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student’s placement in the JJAEP and implementation of the IEP or BIP in the JJAEP. Any BISD student who has been identified as a 504 eligible student may be expelled only after a 504 committee determines whether the student’s disability as it relates to the alleged misbehavior should result in the student’s expulsion.
- B. Section-504-Eligible Students. (1) The JJAEP will ensure, in collaboration with BISD, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations will be maintained for each student.
- C. English as a Second Language (ESL). (1) The JJAEP, in collaboration with BISD, will ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations will be maintained for each student.
- D. IEP and BIP. BISD Students with disabilities assigned to the JJAEP will be provided educational services determined by the ARD Committee, and articulated

in the IEP and / or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP and / or BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and modifications for the term of the student's tenure at the JJAEP.

1. Responsibility. Ultimately, BISD is responsible to ensure that appropriate programs and services, as articulated in a BISD student's IEP and/or BIP, are provided at the JJAEP continuously and without disruption. The Juvenile Board is not responsible for the provision of special education services, 504 services or LPAC/ESL services. All related services articulated in students' IEPs must be provided by BISD. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters.
 2. Amendments. The JJAEP Administrator or designee will notify BISD if the JJAEP is unable to implement the services assigned to it in the IEP and/or BIP of a BISD student. BISD will convene an ARD Committee meeting, including the appropriate JJAEP personnel, to reconsider the placement of the student JJAEP, or amend the plans as deemed necessary. Any amendments to an IEP and/or BIP of a BISD student will be effectuated through the BISD ARD Committee. The JJAEP will provide a copy of each special education student's schedule within 5 school days of BISD's request.
- E. Suspected Disability. If a BISD student assigned to the JJAEP is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, BISD's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary. The JJAEP staff will assist with the completion of the necessary referral documents. Any BISD student determined to qualify for services and protection under IDEA or Section 504, shall be afforded all lawfully required services and protections by BISD to the extent that the JJAEP cannot provide the service and BISD is notified of the need to provide the service.
- F. Change of Residence. Students receiving special education services prior to their expulsion and who change residence to another ISD served by the JJAEP, shall continue to be the responsibility of the expelling ISD for the duration of their expulsion.
- G. Special Education Eligibility. In any instance where a BISD JJAEP student who was not eligible for special education services at the time of the expulsion and/or who has not previously been admitted into a special education program, changes residence from the expelling ISD to BISD and now qualifies for special education services, an ARD Committee meeting will be convened with representatives from the expelling ISD, BISD, and JJAEP personnel. When a student is identified as a special education student and after consent is obtained for that student to receive services, the ISD of the new residence will accept full responsibility for the expelled student, claim Average Daily Attendance (ADA), provide any special

education services articulated in the IEP and/or BIP that the JJAEP cannot provide, and be obligated to pay a cost for the placement to the JJAEP. BISD retains the authority to honor or terminate the expulsion and have the student attend one of the schools within BISD. BISD shall be responsible for the provision of special education services as deemed necessary by the respective evaluation team.

- H. Accountability. Academic accountability for BISD students placed at the JJAEP shall remain with BISD. The eligibility folder will stay with BISD, and a working folder will be sent to the JJAEP prior to the intake appointment.
- I. Addressing Concerns. After placement of a BISD student in the JJAEP, if the JJAEP has concerns that the student's education or behavioral needs cannot be met in the JJAEP program, the JJAEP shall provide written notice of the specific concerns to BISD. BISD will conduct an ARD Committee meeting to reconsider the placement of the student into the JJAEP and to avoid disruption of services and/or an improper placement. BISD is responsible for providing notice to the JJAEP and to the parent of the ARD Committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD Committee meeting. If the JJAEP Administrator or designee is unable to attend the ARD Committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls.
- J. Notices. The notices required in Article IV of this MOU must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term "native language" when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parent of the child.

V. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS

All state-required standardized tests will be administered to students enrolled at the JJAEP. The following responsibilities are assigned for administration of the tests:

- A. List of Students. JJAEP staff will provide BISD with a list of all students from that District enrolled at the JJAEP at least ten (10) school days prior to the date of administration of state-required standardized tests and will timely update BISD as to any changes to that list through the date of testing.
- B. Answer Sheets. BISD is responsible for securing, coding, and delivering all answer sheets to the JJAEP Administrator or designee at least five (5) school days before the day of standardized test administration. BISD will also provide additional answer documents to cover students that enroll after the list of students was provided to BISD.
- C. Modifications. BISD will assist the JJAEP staff to ensure implementation of modifications articulated in the IEPs and/or BIPs for standardized testing, as appropriate, for students receiving special education services, and speakers of

languages other than English. If the modifications exceed what the JJAEP can reasonably implement, BISD remains responsible for ensuring that the student has access to the necessary modifications by whatever means BISD deems most appropriate.

- D. Retrieving Completed Answer Sheets. The JJAEP is responsible for making necessary arrangements to retrieve all completed student answer sheets attributed to BISD's students enrolled at the JJAEP. This should occur at least ten (10) school days prior to the state-mandated ship date.
- E. Submitting Answer Sheets. BISD is responsible for obtaining the student answer sheets and is also responsible for returning all answer sheets and test booklets to the appropriate TEA contracted agent.
- F. Student Success Initiatives. The JJAEP will assist BISD in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

VI. FUNDING AND BILLING

- A. Mandatory Expulsions. Funding for expulsions deemed by BISD to be mandatory for purposes of Texas Education Code Chapter 37 will be provided by the Texas Juvenile Justice Department ("TJJD") for those students who meet the prescribed TJJD eligibility requirements. In addition to the payment received from TJJD, BISD will pay for the attendance of such students at the rate of \$27.64 per day.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.008 (b) BISD shall pay the rate of \$106.00 per student per day of attendance at the JJAEP. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Court Ordered Placements. BISD shall forward funds received for these students from the Texas Education Agency based on BISD's daily attendance rate, hereinafter referred to as "Target Revenue", to Brazos County Juvenile Services.
- D. Payment. BISD shall make payment to the Juvenile Board through the Brazos County Auditor. Payment for the full amount hereunder shall be made payable to Brazos County within thirty (30) days after the invoice issued by the JJAEP Administrator.

VII. TRANSPORTATION

Participant ISD Responsibility. Transportation of students to and from the JJAEP shall be the sole responsibility of BISD. BISD is responsible for either transporting the students or information parents of their responsibility to transport their children to and from the JJAEP. BISD shall provide all necessary security at the student pick up/drop off location(s). Special Education students for whom special transportation is required by the students Individual

Education Plan (IEP) will receive transportation from BISD.

VIII. TRANSITION

Approaching a student's completion of his/her term at the JJAEP, JJAEP staff will send BISD a transition file that includes:

- A. The student's grades converted to numeric scores; when requested by BISD, course completions will be reported.
- B. A behavior summary, recommendations and comments that suggest placement options that the JJAEP staff deems appropriate for the student returning to his/her home campus.
- C. Attendance information; and,
- D. Other recommendations and comments.

IX. PARTIAL INVALIDITY

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

X. TERM

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect as of August 1, 2023 continuing through, and including, July 31, 2024. This Agreement shall automatically renew each year on August 1st, beginning with August 1, 2023, unless notice of a party's intent not to renew is sent to the other party prior to July 15th of that year. The Brazos County Juvenile Board and Bryan Independent School District may modify this Agreement under terms as specified in a written addendum to be signed by all parties and subsequently attached hereto.

XI. INTEGRATION

This Memorandum of Understanding, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party that is not contained herein shall be of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

AGREED AND EXECUTED this the ____ day of _____, 2023.

Brazos County Juvenile Board

By: _____

Name: Judge Duane Peters

Title: Chairman

AGREED AND EXECUTED this the ____ day of _____, 2023.

Bryan Independent School District

By: _____

Name: Ginger Carrabine

Title: Superintendent

ON _____, 20____, FULLY EXECUTED IN
DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN
ORIGINAL.

Brazos County Commissioners Court

By: _____
Duane Peters, County Judge

Date

200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503

2. Discussion and Consideration of a Resolution Providing for the Redemption of \$3,805,000 in Principal Amount of the Outstanding Bryan Independent School District Unlimited Tax School Building and Refunding Bonds, Series 2013 and Resolving Other Matters Incident and Related Thereto

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A RESOLUTION providing for the redemption of \$3,805,000 in principal amount of the outstanding "Bryan Independent School District Unlimited Tax School Building and Refunding Bonds, Series 2013," and resolving other matters incident and related thereto.

WHEREAS, pursuant to an order (the "Order") passed and adopted by the Board of Trustees (the "Board of Trustees") of the Bryan Independent School District (the "District"), the District has heretofore issued and there is currently outstanding certain bonds more particularly described as follows: "Bryan Independent School District Unlimited Tax School Building and Refunding Bonds, Series 2013" dated June 15, 2013, being a portion of the such bonds scheduled to mature on February 15 in each of the years 2029 and 2030, and aggregating in the principal amount of \$3,805,000 (the "Redeemed Bonds"); and

WHEREAS, the Board of Trustees of the District finds and determines that the Redeemed Bonds should be redeemed prior to maturity on the date and in the manner hereinafter provided and in accordance with the requirements prescribed therefor and notice of redemption of such bonds should be approved and authorized to be given at this time by the Board of Trustees; now therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BRYAN INDEPENDENT SCHOOL DISTRICT:

SECTION 1: The Redeemed Bonds in the aggregate principal amount of \$3,805,000 shall be redeemed and the same are hereby called for redemption on July 25, 2023, at the price of par and accrued interest to the date of redemption. The Secretary of the Board of Trustees is hereby authorized and directed to file a copy of this Resolution, together with a suggested form of notice of redemption to be sent to bondholders, with U.S. Bank Trust Company, National Association, the paying agent/registrar for the Redeemed Bonds, in accordance with the redemption provisions applicable to such bonds; such suggested form of notice of redemption being attached hereto as **Exhibit A** and incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2: The President, Vice President or Secretary of the Board of Trustees, the Superintendent or the Assistant Superintendent of Business Services of the District are hereby authorized and directed to make all arrangements necessary to notify the holders of such Redeemed Bonds of the District's decision to redeem such bonds on the date and in the manner herein provided and in accordance with the order authorizing the issuance of the Redeemed Bonds.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4: This Resolution shall be in force and effect from and after its passage on the date shown below. To the extent any prior action of the Board of Trustees of the District related to the redemption of the Redeemed Bonds is in conflict with the provisions of this Resolution, this Resolution controls and supersedes the prior action.

PASSED AND ADOPTED, this June 5, 2023.

BRYAN INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(District Seal)

EXHIBIT A

**NOTICE OF REDEMPTION
BRYAN INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BONDS
SERIES 2013
Dated June 15, 2013**

NOTICE IS HEREBY GIVEN that a portion of the bonds of the above series maturing on February 15, 2029 and February 15, 2030 and aggregating in principal amount \$3,805,000 have been called for redemption on July 25, 2023 at the redemption price of par and accrued interest to the date of redemption, such bonds being identified as follows:

<u>Maturity Date</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Principal Amount to be Redeemed (\$)</u>
February 15, 2029	3,075,000	2,905,000
February 15, 2030	900,000	900,000

A lot selection resulting in a pro rata selection among the outstanding maturities of the bonds has been made and your Bond has been selected for redemption. All of such bonds shall become due and payable on July 25, 2023 and interest thereon shall cease to accrue from and after said redemption date, and payment of the redemption price of said bonds shall be paid to the registered owners of the bonds only upon presentation and surrender of such bonds to U.S. Bank Trust Company, National Association at its designated offices at the following address: 111 Fillmore Avenue East, St. Paul, Minnesota 55107-1402, Attention: Bond Operations.

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said bonds and pursuant to a resolution by the Board of Trustees of the Bryan Independent School District.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
13737 Noel Road, Suite 800
Dallas, Texas 75240

3. Discuss and Consider a Memorandum of Understanding with the Mental Health Routine Services Authority of the Brazos Valley

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into MHMR Authority of Brazos Valley (“MHMRABV”) and Bryan Independent School Bryan (“Bryan ISD”), jointly referred to as (“Parties”), for the purpose of outlining the process and procedures for the provision of school-based mental health care by MHMRABV to Bryan ISD students with mental illness or intellectual and developmental disabilities who are enrolled in or newly referred to Children’s Mental Health Services.

WHEREAS, MHMR Authority of Brazos Valley provides mental health services to children and adolescents in Bryan County, who are served by Bryan ISD,

WHEREAS, the Parties desire to make available mental health services to Bryan ISD Students with the least amount of disruption to the Students’ educational programming,

WHEREAS, Bryan ISD believes it is in the best interest of the School District to allow MHMRABV to administer mental health services to the Students on Bryan ISD property,

WHEREAS, it is deemed advisable and in the best interest of the Parties to enter into this Agreement for MHMRABV to provide children’s mental health services to the Students of Bryan ISD on Bryan Property for the purpose of carrying out these objectives,

NOW THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties hereto agree as follows:

I. SERVICES TO BE PERFORMED BY MHMRABV FOR EXISTING CLIENTS;

MHMRABV will assign one Youth and Family Case Manager (CM) to provide services on Bryan ISD campuses according to a schedule mutually agreed upon by Bryan ISD and MHMRABV. The CM will act as a liaison between Bryan ISD and MHMRABV behavioral health staff serving Bryan ISD students. The CM will coordinate with Bryan ISD designees when it is necessary to arrange for another MHMRABV staff member to meet with a student on campus. The CM will ensure that all proper consents have been signed by the parents to permit this coordination and collaboration of services between MHMRABV and Bryan ISD.

The CM will provide the following services:

- **Case management** to (1) link the child to needed resources, such as medical care, housing and employment resources, counseling, and other supports, (2) assess the child’s stressors and environment, (c) assess the child’s behaviors in varied settings, (3) provide family education regarding the severe emotional disturbance and its symptoms and (4) assess the child and family’s stage of change.
- **Skills training** to help students and families (1) learn and master behavioral health techniques using evidence-based curricula, (2) develop safety and crisis prevention plans, (3) identify and develop personal strengths and goals, and (4) celebrate steps toward recovery and independence.
- **Recovery planning** to develop a step-by-step plan to achieve family-directed goals until independence from MHMRABV is achieved.

- **Care coordination**, after obtaining consent from the child’s parent or guardian to do so, to provide feedback from school personnel and in-school observation to the child’s treatment team. MHMRABV will educate parents on the value of signing a Release of Information (ROI) to include Bryan ISD as a partner in the child’s treatment, enabling the school to be made aware of recovery plans and critical events, such as psychiatric hospitalization, so that a re-entry plan can be developed.
- **Coordination of intake assessments** for students the CM has pre-screened eligible for MHMRABV programs; these services may be arranged via tele-video to overcome transportation and scheduling barriers.
- **Participation in case conferencing** and ARD meetings as requested and when appropriate.
- **Counseling to provide evidenced-based therapies focused on the reduction or elimination of symptoms of emotional disturbance and increasing youth’s ability to perform activities of daily living.**

MHMRABV confirms that any MHMRABV employee serving as the CM under this Agreement has received training in person-centered care, crisis intervention, trauma-informed practices, and on how to use treatment that is nationally recognized and utilizes evidence-based curricula. This position receives clinical supervision from a Licensed Professional Counselor employed by MHMRABV.

Services provided by MHMRABV under this Agreement are independent of the services provided by Bryan ISD. The relationship of the parties is that of independent contractors. No relationship of employer/employee, principal/agent, or other association shall be created by this Agreement. The parties agree that they will not act or represent that they are acting as an agent of the other nor shall either party incur any obligations on behalf of the other party. MHMRABV agrees that it will specifically include a statement in its correspondence with families subject to this program that its services and recommendations are independent of any services and recommendations provided by Bryan ISD and are not required for the receipt of a Free Appropriate Public Education (“FAPE”) by Bryan ISD.

MHMRABV acknowledges and agrees that the sole purpose of this Agreement is to provide the terms and conditions of the District allowing MHMRABV to provide mental health services to Bryan ISD students on District property. MHMRABV acknowledges and agrees that the District’s agreement to provide MHMRABV with access to Bryan ISD students on District property serves as good and valuable consideration to bind the Parties to this Agreement.

MHMRABV acknowledges and agrees that should a mutually agreeable schedule not be reached in regards to a specific treatment session time, Bryan ISD retains the right to deny such treatment session on District ISD property, if such session would jeopardize the educational programming of a student. It shall be the exclusive right of Bryan ISD to determine whether a student’s educational programming is being jeopardized and deny treatment sessions.

This MOU does not document nor provide for the exchange of funds or personnel between the parties, nor does it make any commitment of funds or resources. MHMRABV shall be responsible for all costs that it incurs and expenses related to the provision of services by this Agreement.

MHMRABV will also provide the following:

- All materials, equipment and transportation needed to carry out the functions above.
- Regularly scheduled conference calls or meetings to evaluate the effectiveness of the partnership and to implement improvements to process or information flow.
- As-needed consultation with the Children’s Mental Health Program Supervisor or Director of Crisis Services to prevent or intervene in mental health emergencies.
- Youth Mental Health First Aid (YMFHA) training for school staff if requested, at no cost to the school.
- Documentation of parental consent regarding the services to be provided by MHMRABV under this MOU to a child enrolled in or newly referred to Children’s Mental Health Services. The signed consent form must be renewed on an annual basis.
- MHMRABV personnel who will have contact with school students at any Bryan ISD campus will have completed a criminal background check by MHMR Authority of Brazos Valley and will be made available to Bryan ISD Human Resources Department. MHMRABV agrees to comply with Bryan ISD Board Policy CJA and Texas Education Code § 22.085 and thereby prohibit any MHMRABV employee from providing services at the school or supervising or having direct contact with a school student if the employee has a disqualifying conviction. The school reserves the right to either remove a MHMRABV employee from school property or terminate this agreement if the school becomes aware that MHMRABV has not obtained all required criminal history record information or if a MHMRABV employee has a disqualifying conviction.
- MHMRABV shall maintain and safeguard any health care records created, maintained, received, and used by MHMRABV personnel and mental health care service providers that contain protected health information and electronic health information (“health records”), which includes personally identifiable health information, in a safe, secure place with restricted access. “Protected Health Information” or “Electronic Health Information” is information, including demographic information collected from an individual, that is created, received, transmitted, or maintained by MHMRABV in any form or medium, and relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care, or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. (45 C.F.R. §160.103). Release and/or disclosure of the health records must be made only in accordance with applicable state and federal laws. The health records maintained by MHMRABV will be stored separately from any student education records maintained by Bryan ISD, as defined by the Family Educational Rights and Privacy Act (“Education

Records”). MHMRABV will not store or maintain Education Records. Bryan ISD will not be responsible for maintaining, safeguarding, or storing MHMRABV health records.

II. SERVICES TO BE PROVIDED BY BRYAN INDEPENDENT SCHOOL BRYAN (BRYAN ISD);

- A private meeting space on each assigned campus for the CM to meet with students and/or families.
- Contact information of designated school personnel the CM may coordinate with for scheduling space and availability of student.
- Orientation for the CM and Clinical Lead on Bryan ISD policies the CM will need to follow when on school campuses.
- A written procedure for the CM to follow in order to successfully coordinate for other MHMRABV staff to meet with students on campus, in accordance with the school’s preferences.
- Regularly scheduled conference calls or face-to-face meetings to evaluate the effectiveness of the partnership and to implement improvements to process or information flow.

III. TERM OF AGREEMENT

This Agreement is to begin September 1, 2023 and shall terminate August 31, 2024. The Agreement may be renewed for up to five (5) additional one-year periods upon mutual written agreement of the parties. This Agreement may be terminated by either party at any time for any reason with 30 days written notice to the corresponding party.

IV. COMPLETE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement, and contains all of the covenants and agreements between the Parties with respect to such subject matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Any change, addition or deletion to the terms of this Agreement shall be in writing and executed by both parties. An executed facsimile or electronic copy will be sufficient to evidence the parties’ agreement to any change, addition, or deletion to this Agreement. MHMRABV and Bryan ISD will review this agreement annually before the anniversary of its effective date for the purpose of determining possible renewal of this Agreement and to consider incorporating changes required by statutes, Executive Orders, or the Federal Acquisition Regulations, such changes to be evidenced by a modification to this agreement or by a superseding agreement. If the parties fail to agree on any such change, the Agreement shall terminate

V. CONFIDENTIALITY OF RECORDS OF COVERED INDIVIDUALS SERVED BY THIS AGREEMENT

The Parties fully agree and acknowledge that all information regarding a student or family will be treated with confidentiality in accordance with the Family Educational Rights and Privacy Act, 34 C.F.R. part 99 (FERPA), HIPAA and all other state and federal confidentiality laws and regulations to ensure appropriate protection of students' rights.

MHMRABV shall comply with all applicable laws, rules and regulations relating to the confidentiality of information regarding Covered Individuals and shall establish a method to secure the confidentiality of records and other information pertaining to Covered Individuals as required by the applicable provisions of Texas law, the privacy and security regulations promulgated pursuant to Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH").

(a) MHMRABV agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with client information, if any, accessed or generated during services under the terms of this Agreement, that MHMRABV and its officers, employees, agents and subcontractors are bound by the provisions of laws, statues, and regulations protecting the confidentiality of this information.

(b) MHMRABV agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or drug abuse, MHMRABV and its officers, employees and agents are bound by the provisions of 42 C.F.R. Part 2.

(c) MHMRABV agrees to follow, undertake, or institute appropriate procedures of safeguarding client information, if any, with particular reference to client identifying information or protected health information. The term "client identifying information" and/or "protected health information" includes, but is not limited to, a client's medical record, graphs, or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgment that a person is or has received services at the facility, center, or other designated provider.

(d) MHMRABV agrees to resist in judicial proceedings any efforts to obtain access to information pertaining to clients except as expressly stated in applicable laws, rules and regulations. MHMRABV agrees to inform Bryan ISD of any attempts to gain access to information pertaining to clients.

(e) MHMRABV agrees to report to Bryan ISD any use or disclosure of protected health information not provided for by this agreement of which it becomes aware. As well as to mitigate, to the extent practicable, any harmful effect that it is aware of that results from a use or disclosure of protected health information by it in violation of the requirements of this Agreement.

(f) MHMRABV agrees to make available to the Secretary of State or its designee its internal practices, books, and records and policies and procedures used by MHMRABV related to the use and disclosure of protected health information for the purpose of determining MHMRABV's compliance with the Privacy Rule.

(g) MHMRABV agrees to maintain documentation of and information related to its uses and disclosures of protected health information to permit Authority to provide an accounting of disclosures as prescribed by 45 CFR §164.528.

(h) MHMRABV agrees that no services are being provided to Bryan ISD, and therefore this Agreement does not create a "business associate" relationship as that term is defined by 45 CFR §160.103.

VI. INDEMNIFICATION AND INSURANCE

MHMRABV shall indemnify and hold harmless the Bryan and its trustees, administrators, teachers, nurses, employees, officers, agents, volunteers and assigns from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of the CM or any MHMRABV employee or agent, whether negligent or purposeful, in the execution or performance of (1) any services to students of the Bryan, or (2) the terms of this Agreement. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION OR IN THIS AGREEMENT SHALL REQUIRE MHMRABV TO INDEMNIFY THE BRYAN ISD OR ITS EMPLOYEES, OR AFOREMENTIONED AGENTS FOR ANY CLAIMS BY THIRD PARTIES FOR DAMAGES OR LOSSES ARISING OUT OF OR SOLELY CAUSED BY THE NEGLIGENCE OF THE DISTRICT OR ITS EMPLOYEES OR AGENTS.

To the extent permitted under the laws of the State of Texas, BRYAN ISD hereby agrees to indemnify and hold harmless the MHMRABV, its trustees, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorneys' fees and costs related to the investigation of any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the non-performance or the negligent performance of BISD's obligations under this Agreement, whether by the BISD, its directors, officers, employees, or agents.

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.

Throughout the term of the Agreement MHMRABV shall carry Commercial General Liability coverage of \$1,000,000 combined single limit policy aggregate; and \$500,000 combined single limit per occurrence. MHMRABV shall carry Business Auto Liability coverage of \$1,000,000 combined single limit per occurrence. MHMRABV shall provide Certificates of Insurance to Bryan ISD upon execution of this MOU.

VII. NOTICE

All notices and correspondence given pursuant to this MOU must be in writing and sent to the following individuals and addresses;

Bill Kelly
MHMR Authority of Brazos Valley
1504 S. Texas Ave
Bryan, TX 77802

Bryan ISD
Attn: Superintendent of Schools
801 S Ennis
Bryan, TX 77803

VIII. GOVERNING LAW

The laws of the State of Texas will govern this MOU. Venue shall be in Brazos County, Texas.

IX. BINDING AUTHORITY

The individuals represented by the MHMRABV and Bryan ISD signatures below represent that they have full authority to enter into this MOU.

In signing this MOU, MHMRABV and Bryan ISD affirm their mutual interest to allow MHMRABV to provide school-based mental health care to Bryan ISD students with mental illness or intellectual and developmental disabilities who are enrolled in or newly referred to Children’s Mental Health Services.

Bill Kelly, Executive Director
MHMR Authority of Brazos Valley

Date

Superintendent
Bryan Independent School District

Date

4. Consider Approval of the Memorandum of Understanding with the Texas A&M Chapter of Advise Texas

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**AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY
AND
Bryan Independent School District**

This AGREEMENT is entered into by and between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, (“Texas A&M”), and Bryan Independent School District (“Bryan ISD”), individually referred to as “Party” or collectively referred to as “Parties”,

WHEREAS, the program contemplated by this AGREEMENT is of mutual interest and benefit to Texas A&M and to Bryan ISD, and will further the public outreach service and research objectives of Texas A&M in a manner consistent with its status as an agency of the State of Texas,

The parties agree as follows:

1. **STATEMENT OF WORK.** Texas A&M agrees to use its best efforts to coordinate support for Bryan ISD to achieve the main goals of the Advise TX program to enhance the college going culture and to increase the number of students who are pursuing higher education. A detailed summary of the Advise TX college advisers job description is outlined in the statement of purpose and services to be performed paragraph of the Texas A&M Chapter of Advise TX Memorandum of Understanding (“MOU”) which is incorporated herein by this reference.
2. **PROJECT DIRECTOR.** The tasks will be supervised by Undergraduate Strategic Partnerships, Texas A&M.
3. **PERIOD OF PERFORMANCE.** The program shall be conducted during the 2023 – 2025 Texas A&M academic years. [August 16, 2023-June 15, 2025.]
4. **PRICE AND PAYMENT.** As compensation for performance under this AGREEMENT, Bryan ISD agrees to award Texas A&M Twelve Thousand Five Hundred Dollars (\$12,500.00) (“Advisor Fee”) per advisor to employ and train the advisor or provide supplies for the program. Payments shall be made by Bryan ISD in the following manner: payment shall be made within thirty (30) days of the beginning of the Period of Performance. Expenses incurred within the sixty (60) day period prior to the Period of Performance are allowed if they are directly related to the program costs.

Texas A&M shall contact the following address and/or person for financial inquiries:

ISD Name: Bryan Independent School District
ISD Address: 801 S. Ennis Street
Bryan, TX 77803
Telephone: 979-209-1054
Facsimile: 979-209-1050
Attn: Donna Willett
Director of Counseling Services

5. **DELIVERABLES.** The following deliverables are required under this AGREEMENT:

Texas A&M agrees to provide reports to Bryan ISD in accordance with the College Advising Corps manual and MOU.

6. **NOTICES.** Any notice required or permitted under this AGREEMENT must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. Texas A&M and Bryan ISD can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M: Texas A&M University
Undergraduate Strategic Partnerships
MS 1270 TAMU
College Station, TX 77843-1270
Attn: Kenneth Johnson
Telephone: (979) 458-7019
Facsimile: (979) 458-0434

Bryan ISD: Bryan Independent School District
801 S. Ennis Street
Bryan, TX 77803
Attn: Donna Willet
Director of Counseling Services
Telephone: 979-209-1054
Facsimile: 979-209-1050

7. **EXPORT ADMINISTRATION.** It is understood that Texas A&M is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable United States export laws and regulations. Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government.

Both Texas A&M and Bryan ISD hereby agree and warrant that the program and development contemplated hereunder, and any exchange of technical data, computer software or other commodities resulting there from, shall be conducted in full compliance with the export control laws of the United States Government.

8. **INDEPENDENT CONTRACTOR.** For the purposes of this AGREEMENT and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing. The parties further agree that each party may only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties.

9. **SEVERABILITY.** If any of the provisions of this AGREEMENT in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this AGREEMENT and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

10. **DISPUTE RESOLUTION.** The dispute resolution process provided in Chapter 2260, *Texas*

Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M and Bryan ISD to attempt to resolve any claim for breach of contract made by Bryan ISD that cannot be resolved in the ordinary course of business. Bryan ISD shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine Bryan ISD's claim and any counterclaim and negotiate with Bryan ISD in an effort to resolve the claim.

11. **TERMINATION.** Either party may terminate this AGREEMENT and terminate all of its obligations pursuant to this AGREEMENT 1) if the other party fails to perform, keep and observe any terms or conditions required by this AGREEMENT to be performed and fails to cure such default in accordance with Section 12 below or 2) for convenience with thirty (30) days written notice to the other party in accordance with Section 6. In the event of termination for convenience by Bryan ISD, Texas A&M will be reimbursed for all costs and commitments incurred by Texas A&M prior to the date of termination that have not already been accounted for in previous payments to Texas A&M. In the event of termination for convenience by Texas A&M, Bryan ISD will be reimbursed for a prorated portion of any Advisor Fees paid to Texas A&M under Section 6 which shall be determined in the following manner: (Total amount of Advisor Fees paid to Texas A&M x number days from date of termination to the end of Period of Performance ÷ 365).

12. **NOTICE OF DEFAULT.** In the event of a default, the non-defaulting party will give the defaulting party written notice, pursuant to Section 6 of this AGREEMENT, to correct such default. If the default continues for thirty (30) calendar days after receipt of such notice, the non-defaulting party may terminate this AGREEMENT by written notice to the defaulting party sent pursuant to Section 10 of this AGREEMENT.

13. **FORCE MAJEURE.** Neither Party will be in breach of its obligations under this AGREEMENT (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a Party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

14. **GOVERNING LAW.** This AGREEMENT is construed under and in accordance with the laws of the State of Texas, and is performable in Brazos County, Texas. Pursuant to §85.18, *Texas Education*

Code, mandatory venue is in Brazos County for all legal proceedings against Texas A&M pertaining to this AGREEMENT.

15. NON-WAIVER. The Parties expressly acknowledges that each party is an agent/subdivision of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by either party of its right to claim such exemptions, privileges, and immunities as may be provided by law.

16. CONFLICT OF INTEREST. By executing and/or accepting this Agreement, Bryan ISD and each person signing on behalf of Bryan ISD certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

17. MISCELLANEOUS. This AGREEMENT constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties.

ACCEPTED AND AGREED:

Bryan ISD

TEXAS A&M UNIVERSITY

Signature

Signature

Name & Title

Kenneth Johnson
Director of Strategic Partnerships

Date

Date

ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA

1. Human Resources

- A. Discuss and Consider New Stipends and Modified Stipends for the 2023-2024 School Year

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2023-2024 Stipend Update

June 5, 2023

Health and Fine Arts

	New or Modify	22-23 Stipend Amount	22-23 # of Positions	22-23 Total Amount	23-24 # of Positions	23-24 Proposed Stipend	23-24 Total Amount	Budget Impact
Lead Nurse	New	0	0	0	3	\$450	\$1,350	\$1,350
High School Mariachi Director	Modify	\$2,000	1	\$2,000	2	\$4,000	\$8,000	\$6,000

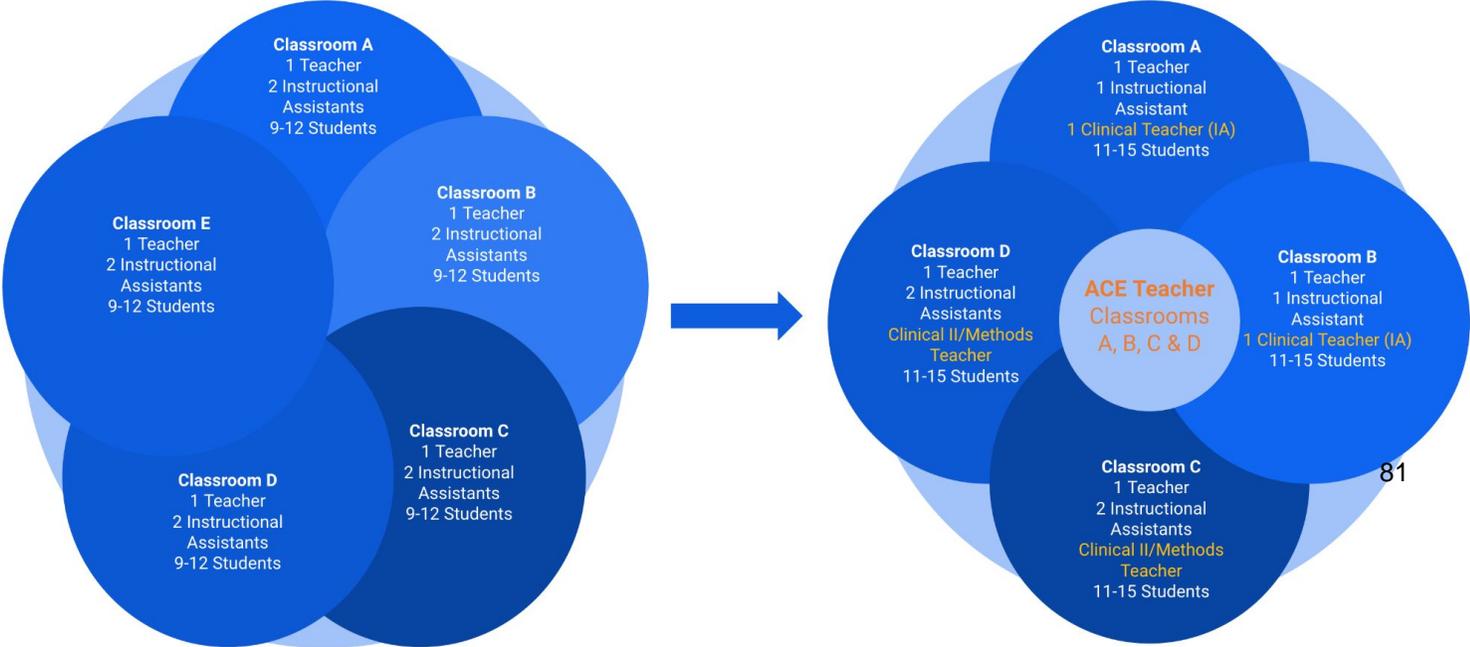
80

Sustainable Staffing Model

Achieving Collaborative Excellence (ACE)

NEW for 2022-2023

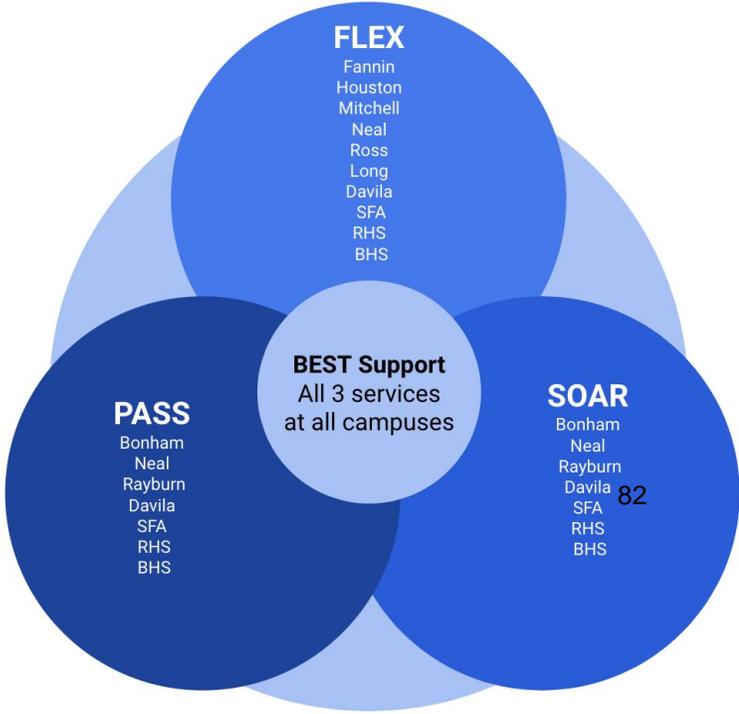
- General Education Location: Branch
- SPED Locations: SFA & BHS
- \$10,000 stipend/master teacher
- **Total: \$30,000**
 - Title II Funding Source



BEST: Behavioral Emotional Social Team

- Combine and provide FLEX, PASS and SOAR services at every campus (BEST Support)
- Serve students at their home campus, provides flexibility in staffing

SPED	New or Modify	22-23 Stipend Amount	22-23 # of Positions	22-23 Total Amount	23-24 # of Positions	23-24 Proposed Stipend	23-24 Total Amount	Budget Impact
SOAR (Transition to BEST)	Modify	\$6,000	8	48000	8	\$6,000	\$48,000	\$0
FLEX (Transition to BEST)	Modify	\$2,500	11	27500	11	\$6,000	\$66,000	\$38,500
PASS (Transition to BEST)	Modify	\$2,500	7	17500	7	\$6,000	\$42,000	\$24,500
SAILS	Modify	\$3,000	35	105000	35	\$6,000	\$210,000	\$105,000
ECSE	Modify	\$3,000	8	24000	8	\$6,000	\$48,000	\$24,000
18 PLUSS	Modify	\$3,000	3	9000	3	\$6,000	\$18,000	\$9,000
LOW INCIDENT BEHAVIORAL Specialists	Modify	\$3,500	4	14000	4	\$6,000	\$24,000	\$10,000



SOAR/PASS/FLEX: Teachers providing varying levels of behavioral support.
 SAILS, ECSE, 18+: Teachers providing life skills support to students at various ages.

Special Programs Classroom Stipends

	New or Modify	22-23 Stipend Amount	22-23 # of Positions	22-23 Total Amount	23-24 # of Positions	23-24 Proposed Stipend	23-24 Total Amount	Budget Impact
SPED Teachers (ICS, RESOURCE, CT, HEARING IMPAIRED)	Modify	\$2,000	95	\$190,000	95	\$2,500	\$237,500	\$47,500
SPEECH SUPERVISOR (per asst.)	Modify	\$2,000	9	\$18,000	9	\$3,000	\$27,000	\$9,000
Lead Dyslexia Specialist	New	\$0	0	\$0	1	\$2,000	\$2,000	\$2,000 ⁸³
Bilingual SLP/SLPA, LSSP as determined by LAS, LOTE or other local assessment direct services *Title III Funding	Modify	\$0	0	\$0	3	\$6,000	\$18,000	\$18,000

ICS: In-Class Support Teacher

CT: Co-Teacher

SLP/SLPA: Speech Language Pathologist/Speech Language Pathologist Assistant

LSSP: Licensed Specialist in School Psychology

Proposed 23-24 Stipend Adjustments

	New or Modify	22-23 Stipend Amount	22-23 # of Positions	22-23 Total Amount	23-24 # of Positions	23-24 Proposed Stipend	23-24 Total Amount	Budget Impact
Lead Nurse	New			\$0	3	\$450	\$1,350	\$1,350
High School Mariachi Director	Modify	\$2,000	1	\$2,000	2	\$4,000	\$8,000	\$6,000
Sustainable Staffing/ ACE (Title II)	New			\$0	3	\$10,000	\$30,000	\$30,000
SOAR (Transition to BEST)	Modify	\$6,000	8	\$48,000	8	\$6,000	\$48,000	\$0
FLEX (Transition to BEST)	Modify	\$2,500	11	\$27,500	11	\$6,000	\$66,000	\$38,500
PASS (Transition to BEST)	Modify	\$2,500	7	\$17,500	7	\$6,000	\$42,000	\$24,500
SAILS	Modify	\$3,000	35	\$105,000	35	\$6,000	\$210,000	\$105,000
ECSE	Modify	\$3,000	8	\$24,000	8	\$6,000	\$48,000	\$24,000
18 PLUSS	Modify	\$3,000	3	\$9,000	3	\$6,000	\$18,000	\$9,000
LOW Incident Behavioral Specialists (Title III)	Modify	\$3,500	4	\$14,000	4	\$6,000	\$24,000	\$10,000
SPED (ICS, Resource, CT, Hearing Impaired)	Modify	\$2,000	95	\$190,000	95	\$2,500	\$237,500	\$47,500
Speech Supervisor (per asst.)	Modify	\$2,000	9	\$18,000	9	\$3,000	\$27,000	\$9,000
Lead Dyslexia Specialist	New			\$0	1	\$2,000	\$2,000	\$2,000
Bilingual SLP/SLPA, LSSP	Modify			\$0	3	\$6,000	\$18,000	\$18,000
							Total	\$324,850



Finance

1. Consider Approval for the Purchase Over \$50,000 for the Replacement of the Merrill Green Stadium Video Board

Teaching and Learning

1. Discuss and Consider Approval of the Revised 2023-2024 District Calendar 87

BRYAN ISD 2023 - 2024 CALENDAR

July
 4 Holiday/Independence Day
 31 Staff Development/Time Equivalent(TE) Day

August
 1-8 Staff Development
 9 Teacher Work Day
 10 First Day of Classes
 Beginning of 1st Six Weeks
 23 Early Release - All Students

September
 1 Staff Development/Time Equivalent(TE) Day
 4 Holiday/Labor Day
 13 Early Release - All Students
 18 Staff Development
 18 Parent Conference Day
 (Elementary/Intermediate Only)
 19 Beginning of 2nd Six Weeks

October
 4 Staff Development
 16-20 Campus Holidays

November
 1 Early Release - All Students
 6 Beginning of 3rd Six Weeks
 20-24 Holiday/Thanksgiving Break

December
 15 Early Release - All Students
 End of First Semester
 18-31 Holiday/Winter Break

January
 1 Holiday/Winter Break
 2 Staff Development/Time Equivalent(TE) Day
 3 Staff Development
 4 First Day of Classes 2nd Semester
 Beginning of 4th Six Weeks
 15 Holiday/Martin L. King Day

February
 7 Early Release - All Students
 16,19 Staff Development
 20 Beginning of 5th Six Weeks

March
 11-15 Holiday/Spring Break
 29 Holiday/Good Friday

April
 1 Staff Development
 8 Beginning of 6th Six Weeks

May
 23 Early Release - All Students
 End of Second Semester
 24 Teacher Work Day - Student Holiday
 25 Graduation
 27 Holiday/Memorial Day
 28 Staff Development/Time Equivalent(TE) Day

June
 19 Optional Holiday/Non-Duty for 226+

Inclement Weather Days
 April 1

- Holiday - Students and Staff
- Campus Holiday
- Optional Holiday/Non-Duty for 226+
- Staff Development - Student Holiday
- Staff Development/TE Day - Student Holiday
- Parent Conference Day (Elementary/Intermediate Only)
- Teacher Work Day - Student Holiday
- Early Release - All Students
- [Beginning of Six Weeks
-] End of Six Weeks
- First Day of Semester Classes
- Graduation
- Inclement Weather Days

GRADING PERIODS	Days
First Semester:	78
1st Six Weeks	25
2nd Six Weeks	28
3rd Six Weeks	25
Second Semester:	91
4th Six Weeks	30
5th Six Weeks	27
6th Six Weeks	34

S	M	T	W	T	F	S
July 2023						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S	M	T	W	T	F	S
August 2023						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

S	M	T	W	T	F	S
September 2023						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

S	M	T	W	T	F	S
October 2023						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

S	M	T	W	T	F	S
November 2023						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S	M	T	W	T	F	S
December 2023						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S	M	T	W	T	F	S
January 2024						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S	M	T	W	T	F	S
February 2024						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

S	M	T	W	T	F	S
March 2024						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

S	M	T	W	T	F	S
April 2024						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S	M	T	W	T	F	S
May 2024						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S	M	T	W	T	F	S
June 2024						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

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

Reconvene in Open Session

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.