



A meeting of the Board of Trustees of the Bryan Independent School District will be held on Monday, June 16, 2025, beginning at 6:00 PM in the Boardroom of the Administration Building, 801 South Ennis Street, Bryan, Texas 77803, where a quorum of the Board of Trustees will be present.

The subjects to be discussed, considered, or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this meeting agenda. A closed meeting may be held at any time during the open meeting as authorized by various sections of the Texas Government Code. When this occurs, a formal statement will be made by the president or presiding officer of the Board of Trustees.

**1. Call to Order**

**2. Welcome**

**3. Pledges of Allegiance to the United States and Texas Flags**

**4. Spotlight**

4.A. Auxiliary Employee of the Month

4.B. Community Spotlight Destination Bryan and City of Bryan for the Texas Association of Basketball Coaches Girls Basketball Showcase

4.C. Recognition of Bryan High School Teacher, Christopher Lehde - Monster Jam Project

**5. Board Member Reports**

5.A. Superintendent's Report - Student and Staff Celebrations

5.B. Finance Board Committee Report - Budget Update

5.C. Executive Board Committee - Legislative Update

5.D. Bond Oversight Update - Status of Bond Projects and Expenditures

**6. Information Items**

6.A. Public Hearing 2025-26 Budget

6.B. Receive and Discuss an Update from the Bond Steering Committee Relating to the Committee's Work Associated with its Evaluation of District Facilities and Needs that May be Considered in Connection with a Possible November 2025 Bond Election

**7. Public Comment on Non-Agenda Item**

**8. Public Comment on Agenda Item**

**9. Consent Agenda**

9.A. Consider Approval of the Meeting Minutes for May 5 and May 19, 2025



## **BRYAN ISD BOARD OF TRUSTEES MEETING**

The Bryan ISD Board of Trustees met for a special meeting on May 5, 2025, at 12:00 p.m., in the Boardroom of the Bryan ISD Administration Building, located at 801 South Ennis Street, Bryan, TX 77803.

Board members present:

- David Stasny (President)
- Felicia Benford (Vice President)
- Joel Bryan (Secretary)
- Ruthie Waller
- Leo Gonzalez, II
- David R. Stennis

Absent:

- Dr. Julie Harlin

### **CALL TO ORDER REGULAR MEETING**

Board President David Stasny called the workshop to order at 12:00 p.m. A warm welcome was extended to all in attendance.

### **Spotlight**

#### **Bryan ISD Selected for the Texas Strategic Leadership Program**

Associate Superintendent of Teaching and Learning, Dr. Barbara Ybarra, introduced Region 6 ESC Texas Strategic Leadership Coaches, David Manley and Jay Smith from the Region 6 Education Service Center in Huntsville. Bryan ISD has been selected as one of the districts across the state to participate in the prestigious Texas Strategic Leadership Program (TSL). This Texas Education Agency initiative aims to enhance student experiences. Only 3% of Texas Public School Districts are selected to participate in TSL. As part of TSL, Bryan ISD will receive customized executive coaching and cohort experience opportunities for the superintendent and leadership teams. This customized support will be offered at no charge to the district.

### **Information Items**

#### **Strategic Plan Update**

Deputy Superintendent Dr. Brian Merrell updated the Strategic Planning process, which began in March 2025. The committee comprises over 50 members, representing a diverse range of stakeholders. Since starting the work, the committee has held seven meetings, during which they have received updates from various departments, including a deeper review of the construction costs and financial capacity, as well as the condition of the Career and Technical Education Center, Bryan High School, and Merrill Green Stadium. The committee voiced a desire to move the current Strategic Committee to a Bond Steering Committee. The stakeholders will continue to

prioritize student needs and provide input regarding district facilities. The individuals serving on this committee will continue to collect data to determine the needs for developing a proposed plan for a bond recommendation. The agendas, presentations, and supplemental information are accessible through the district's homepage. Additional meetings are scheduled for June 2025.

### **Budget Update**

Assistant Superintendent of Business Services Kevin Beesaw provided a general budget overview. The district has three funding sources: Local, Bond, and Grant. Local funds are the primary source for the district's day-to-day operations. Bond funds are voter-approved, and grant funds can only be used for designated purposes. Public Schools receive \$6,160 per student yearly, which has not changed since 2019. The number of student absences reduces the funding. As local property wealth increases, the State's contribution to funding public education decreases. Texas Public Schools continue to face financial challenges statewide. House Bill 2 - School Finance was amended and passed by the House on April 16, 2025. The amended bill will increase the basic allotment of \$395.00 per student. Due to the lack of action at the state level, the administration will wait to see what happens in the legislature before making any recommendations regarding compensation and stipends. Additional meetings will be held, and information will be released as it is received from the legislature. A Public Hearing to adopt the budget is scheduled for June 16.

### **Public Comment On Agenda Item**

No comment cards were presented.

### **ITEMS FOR DISCUSSION AND OR ACTION CONSENT AGENDA**

A **motion** was made by Leo Gonzalez, II, and seconded by Felicia Benford to approve all the items listed on the consent agenda as presented.

- Quarterly Investment Report for the Quarter Ended March 31, 2025
- Quarterly Donations Made to Bryan ISD

*The motion passed unanimously.*

### **ITEMS FOR DISCUSSION AND OR ACTION / REGULAR AGENDA**

#### **CONSIDER APPROVAL FOR THE PURCHASE OVER \$50,000 FOR THE SCHOOL SAFETY AND SECURITY AUDIT**

Assistant Superintendent of Business Services, Kevin Beesaw, and Assistant Director of Safety and Security, Rich Himmel, reported that the Texas Education Code 37.108 states, "At least once every three years, each school district shall conduct a safety and security audit of the district's facilities. To the extent possible, a district follows safety and security audit procedures developed by the Texas School Safety Center or a comparable public or private entity". While the term "audit" is included in TEC 37.108, the process was developed as an ongoing assessment of a district's safety and security. Audits should be a continuous process to identify hazards, threats, and vulnerabilities that may pose a risk to life or property, compromising a safe, secure, and healthy school environment conducive to teaching and learning. The current three-year School Safety and Security Audit Cycle began September 1, 2023, and will end on August 31, 2026. Region 6 will inspect campus and non-campus buildings in Bryan ISD using the Texas School Safety Center's K-12 School Safety and Security Audit Toolkit.

A **motion** was made by Joel Bryan and seconded by Ruthie Waller to approve the School Safety Audit for the 2023-2026 Audit Cycle to Region 6 in the amount of \$55,000 as presented. *The motion passed unanimously.*

**Closed Session**

**CONVENE IN CLOSED SESSION**

President David Stasny called for a closed session at 12:54 p.m. as authorized by *Texas Government Code Chapter 551.074, 551.0821, and 551.087* for the subjects allowed.

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

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

**DISCUSSION RELATED TO A PUBLIC SCHOOL STUDENT WHEREIN PERSONALLY IDENTIFIABLE INFORMATION WILL NECESSARILY BE REVEALED - TEXAS GOVERNMENT CODE SECTIONS 551.0821**

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

**CONSULTATION WITH ATTORNEY TO DISCUSS LEGAL REQUIREMENTS AND FINANCIAL TERMS OF JETI TAX INCENTIVE PROGRAM - TEXAS GOVERNMENT CODE SECTIONS 551.071 AND 551.087**

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

**Reconvene in Open Session**

The Board reconvened in an open session at 2:36 p.m. The Board took no action during the closed session.

**CONSIDER APPROVAL OF THE RECOMMENDATION FOR THE PRINCIPAL OF MITCHELL ELEMENTARY**

A **motion** was made by Joel Bryan and seconded by Felicia Benford to approve the Superintendent's recommendation for Jessica Pany as Principal of Mitchell Elementary. *The motion passed unanimously.*

**CONSIDERATION AND POSSIBLE ACTION REGARDING SUPERINTENDENT'S RECOMMENDATION TO TERMINATE THE PROBATIONARY CONTRACT, AT THE END OF THE CONTRACT TERM, OF A CLASSROOM TEACHER**

A **motion** was made by Leo Gonzalez, II and seconded by Felicia Benford for the Board of Trustees to terminate the probationary contract of Angela Tucker at the end of the contract term, in the best interests of the District, and direct the Superintendent to provide notice of this action to the employee in accordance with state law. *The motion passed unanimously.*

**ADJOURN**

There being no further business, the meeting adjourned at 2:37 p.m.

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President

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Secretary



## **BRYAN ISD BOARD OF TRUSTEES MEETING**

The Bryan ISD Board of Trustees met for a regular meeting on May 19, 2025, at 6:00 p.m., in the Boardroom of the Bryan ISD Administration Building, located at 801 South Ennis Street, Bryan, TX 77803.

Board members present:

- David Stasny (President)
- Felicia Benford (Vice President)
- Joel Bryan (Secretary)
- Ruthie Waller
- Dr. Julie Harlin
- Leo Gonzalez, II
- David R. Stennis

### **CALL TO ORDER REGULAR MEETING**

Board President David Stasny called the regular meeting to order at 6:00 p.m. and welcomed all attendees.

### **Pledge of Allegiance**

Student Ambassadors from Navarro Elementary recited the U.S. Pledge, and students from Johnson Elementary recited the Texas Pledge.

### **Spotlight**

#### **Elementary Teachers of the Month**

Principal Kathy Riley introduced Barbara Darnell as Navarro Elementary Teacher of the Month for May 2025. Principal Amy Thomman introduced Violeta Gonzalez, Johnson Elementary Teacher of the Month.

Representing the Secondary campuses was Travis B. Bryan High School teacher Kristen Runyen, introduced by Principal Lane Buban.

All Teachers of the Month were recognized for exhibiting outstanding Essential 8 (E8) characteristics in their classrooms and throughout their campuses. Each teacher received a certificate of appreciation and a gift card from Truist Bank.

### **Auxiliary Employee of the Month - School Nutrition Services**

Assistant Director of School Nutrition, Bridgette Young, introduced Olivia Barreto as the Auxiliary Employee of the Month for the School Nutrition Services Department. Barreto received a certificate of appreciation and a gift card from Truist Bank.

### **Recognition of the Rudder High School 4X1 Relay Team at the State Track Meet**

Executive Director of Athletics Dereck Rush introduced Jihad Wright, the Head Coach, and Alishea Wright for Rudder's Track Team. Coach Wright also introduced the members of the 4X1 relay team: Denim Preston, Roderick Harris III, Jaqise Martin, Brandon Brown, and alternates Kayden Holmes and Nicholas Cruz. The team placed 7th at the University of Texas relays on May 3, 2025.

### **Recognition of the Rudder High School Gymnastics Team at the State Gymnastics Meet**

Executive Director of Athletics, Dereck Rush, introduced the Head Coach, Jared Whiles (Girls Coach), and Coach Omar Loya (Boys Coach) for Rudder's Gymnastics. Coach Whiles introduced Mabrie Chavez, and Coach Loya introduced Elijah Acosta, senior; David Hernandez, senior; Aldo Rios, senior; Michael Farnsworth, junior; Brady Chavez, sophomore; Benjamin Farnsworth, sophomore; and Derick Hernandez, sophomore. The team placed 9th at the 2025 State Gymnastics Meet, held on April 24-25, in Odessa, Texas.

### **Recognition of Texas State History Day Winners and National History Day Qualifiers**

Social Studies and World Languages Coordinator Lisa Mouton introduced the Texas State History Day winners. Students from Jane Long Middle School, Bryan Collegiate High School, and Bryan High School participated in this event, which was held at the Bullock Museum and the University of Texas at Austin on April 5. Students competed in five categories: exhibits, websites, papers, performances, and documentaries. All are advancing to the National competition in Maryland.

### **Recognition of Los Vikingos Advanced to State for UIL Mariachi**

Los Vikingos Director James Mosqueda thanked the Board for their continued support of Los Vikingos. Bryan High School's Los Vikingos advanced to State for the ninth year in a row for UIL Mariachi. The award-winning musical group entertained the audience before tonight's meeting.

### **Recognition of Career and Technical Student Organizations (CTSO) State Award Winners and National Qualifiers**

Assistant Director of Career and Technical Education, Laura King, along with CTE Program Specialists Parker Knutson and Kacie Marchant introduced the teachers and sponsors for the Career and Technical Student Organizations. Students from Davila, Bryan High, Rudder High, Bryan Collegiate, and the Career and Technical Education Complex were recognized for their State and national placements in competitions within Career and Technical Student Organizations (CTSO), eSports, FFA, CTSO Advisory, and CTSO Chapter awards.

### **Recognition of District Staff Who Have Been Awarded the Bryan ISD Education Paraprofessional Scholarship and Alternative Teacher Certification Scholarships**

Sarah Braden, Executive Director of the Bryan ISD Education Foundation, introduced the Paraprofessional and Alternative Teacher Certification Scholarship recipients. The Bryan ISD Education Foundation has given over \$260,000 in staff scholarships. These funds are designed to support current District of Innovation (DOI) teachers and paraprofessionals who wish to further their education. Two paraprofessionals will each receive \$20,000 to complete their undergraduate

degree in Education, and \$220,000 will be awarded to degreed staff members who wish to obtain their teacher certification credentials.

## **Board Members Reports**

### **Superintendent's Update - Students, Staff, and Community Celebrations**

Superintendent Ginger Carrabine provided a comprehensive update on district student activities and staff celebrations. Numerous student groups received accolades. BISD has made history with 19 Bryan High and 19 Rudder High students who have signed their letter of intent to play sports at the collegiate level. Bryan Collegiate High School has 100% of its graduating seniors accepted to attend college in the fall. Bryan ISD is one of 2000 districts nationwide to be nominated for the prestigious HEB Award.

### **Teaching and Learning Board Committee Report - Annual Technology Purchase Requests, School Start/End Times for 2025-2026 School Year, and City of Bryan Community Development Block Grant - Project Hope**

Trustee Ruthie Waller stated that the committee met on May 6, 2025. The committee discussed the annual purchase requests over \$50,000 for various operational and supplemental services related to Teaching and Learning. The school start and end times for the 2025-2026 school year were addressed. The administration will be presenting this evening about a minor adjustment to the school day at some campuses to allow for more efficient operations.

Trustee Felicia Benford stated that Bryan ISD received the Community Development Block Grant from the City of Bryan. The grant is dedicated to assisting students and families with various essential services.

### **Executive Board Committee Report - Bond Steering Committee Update, JETI, Staffing Update, and Update on the Progress of Board Goals**

Board Secretary Joel Bryan stated that the committee met on May 14, 2025. The committee received an update on the Bond Steering Committee's feedback and progress. The committee suggested a deeper dive into some of the potential projects and estimated costs to understand the scope. An update on the JETI agreement was received, with additional information to be discussed in closed session. A staffing update was received on the current vacancies, with two principal positions on tonight's agenda for consideration.

## **Information Items**

### **2025-2026 Hours of Instruction and Operation for Schools**

Associate Superintendent of Teaching and Learning, Dr. Barbara Ybarra, and Interim Executive Director of Operations, Pat Corbett, provided an overview of the minor changes to the start and end times of the school day for all grade levels. The administration received feedback from stakeholders to ensure that the state-required 75,000 instructional minutes are met and that time is allocated for the safe passage of students upon arrival and departure, allowing them to arrive home on time. Transportation Services will ensure that there is at least 60 minutes between each tier, Elementary/Intermediate, and Middle/High School dismissals. The school doors will open at the same time, and the proposed changes are expected to have minimal impact on the school's daily schedule.

## **Update on the Budget Development Status for 2025-2026**

Assistant Superintendent of Business Services, Kevin Beesaw, provided an update on the budget development for the 2025-2026 school year. The local funds that fund the district's day-to-day operations

Districts across the state still face underfunded Transportation, Safety, and Security mandates. Record inflation and the end of the ESSER grant have created financial challenges, and districts anticipate a budget deficit.

Incoming Assistant Superintendent of Business Services Norma Friddle provided an overview of the SB2/HB3 that the Senate passed and approved by the House Public Education Committee and the House. The Governor signed this bill on May 3, 2025, increasing the basic allotment by \$55.00. However, the State would need to increase the rate to \$1,300 to combat inflation. The administration will continue to monitor the 89th Legislative Session. A final update will be presented to the Board of Trustees on June 2, 2025.

## **Public Comment on Non-Agenda Item**

Gail Masters - Kickstart Kids at Stephen F. Austin Middle School

## **Public Comment on Agenda Item**

No comment cards were presented.

## **ITEMS FOR DISCUSSION AND OR ACTION / CONSENT AGENDA**

A **motion** was made by Leo Gonzalez, II, and seconded by Felicia Benford to approve the items listed on the consent agenda. *The motion passed unanimously.*

- Meeting Minutes April 7, 2025
- Meeting Minutes April 21, 2025
- Financial Statements and Purchasing Report for April 2025

## **Action Items**

### **Consider Approval of Purchase Over \$50,000 for Armed Security Guards**

The agenda item was tabled. No action was taken.

## **Closed Session**

### **CONVENE IN CLOSED SESSION**

President David Stasny called for a closed session on the subjects allowed at 7:21 p.m. as authorized by Texas Government Code Chapters 551.074, 551.0821, 551.071, and 551.087.

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

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

**DISCUSSION RELATED TO A PUBLIC SCHOOL STUDENT WHEREIN PERSONALLY IDENTIFIABLE INFORMATION WILL NECESSARILY BE REVEALED - TEXAS GOVERNMENT CODE SECTIONS 551.0821**

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

**CONSULTATION WITH ATTORNEY TO DISCUSS LEGAL REQUIREMENTS AND FINANCIAL TERMS OF JETI TAX INCENTIVE PROGRAM - TEXAS GOVERNMENT CODE SECTIONS 551.071 AND 551.087**

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

**Reconvene in Open Session**

The Board reconvened in an open session at 9:02 p.m. No action was taken during the closed session.

**Consider Approval of the Recommendation to Hire the Principal of Stephen F. Austin Middle School**

A **motion** was made by Leo Gonzalez, II, and seconded by Felicia Benford to approve the Superintendent's recommendation for Becky Luna as Principal of Stephen F. Austin Middle School. *The motion passed unanimously.*

**Consider Approval of the Recommendation to Hire the Principal of Navarro Elementary School**

A **motion** was made by David R. Stennis and seconded by Felicia Benford to approve the Superintendent's recommendation for Tara Hunter as Principal of Navarro Elementary School. *The motion passed unanimously.*

**ADJOURN**

There being no further business, the meeting adjourned at 9:03 p.m.

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President

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Secretary

9.B. Consider Approval of Financial Statements and Purchasing Report for May 2025

**Bryan ISD Monthly Update - Budgeted Funds**

**General Fund**

**May 2025**

	<b>Adopted Budget</b>	<b>11 Months May 2025</b>	<b>Estimated Budget Remaining</b>	<b>May Actual</b>
<b>Revenues:</b>				
Local and Intermediate Sources	90,213,000	83,569,158	6,643,842	611,639
State Programs	74,890,000	63,981,504	10,908,496	2,017,831
Federal Programs	5,650,000	6,609,124	(959,124)	56,551
<b>Total Revenues</b>	<b>170,753,000</b>	<b>154,159,786</b>	<b>16,593,214</b>	<b>2,686,020</b>
<b>Expenditures:</b>				
11 Instructional	107,736,309	85,275,406	22,460,903	10,339,934
12 Instructional Resources	1,654,568	1,415,875	238,693	161,158
13 Instructional Staff Development	3,177,100	3,506,065	(328,965)	431,504
21 Instructional Leadership	4,335,529	3,517,373	818,156	325,577
23 Campus Administration	11,197,614	10,937,362	260,252	1,143,087
31 Guidance and Counseling	6,504,204	7,039,899	(535,695)	770,763
32 Social Work Services	231,390	416,576	(185,186)	46,820
33 Health Services	2,059,324	1,798,107	261,217	208,767
34 Student Transportation	7,921,236	7,320,423	600,813	915,976
35 Food Services	25,000	24	24,976	(0)
36 Cocurricular / Extracurricular	4,240,419	3,806,656	433,763	408,197
41 General Administration	4,685,099	4,599,928	85,171	533,430
51 Plant Maint. And Operations	16,509,790	16,111,723	398,067	1,396,997
52 Security and Monitoring	1,703,426	1,927,452	(224,026)	358,319
53 Data Processing Services	2,681,296	2,770,561	(89,265)	178,133
61 Community Services	113,121	236,832	(123,711)	35,716
71 Debt Services	835,000	834,604	396	208,651
72 Debt Services - SECO Loan	-	-	-	-
81 Facilities Acquisition & Constr.	-	-	-	-
95 Juvenile Justice AEP	60,000	33,804	26,196	8,126
97 Tax Incremental Financing	-	-	-	-
99 Intergovernmental Charges	1,308,875	869,165	439,710	2,513
<b>Total Expenditures</b>	<b>176,979,300</b>	<b>152,417,834</b>	<b>24,561,466</b>	<b>17,473,668</b>
Other Resources*	0	5,276	(5,276)	-
Other Uses**	0	0	0	-
<b>Net Other Resources and Uses</b>	<b>0</b>	<b>5,276</b>	<b>5,276</b>	<b>-</b>

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

**Bryan ISD Monthly Update - Budgeted Funds**

**Debt Service**

**May 2025**

	<b>Adopted Budget</b>	<b>11 Months May 2025</b>	<b>Estimated Budget Remaining</b>	<b>May Actual</b>
<b>Revenues:</b>				
Local and Intermediate Sources	37,448,928	32,560,007	4,888,921	140,195
State Programs	175,000	3,069,491	(2,894,491)	-
<b>Total Revenues</b>	<b>37,623,928</b>	<b>35,629,498</b>	<b>1,994,430</b>	<b>140,195</b>
<b>Expenditures:</b>				
71 Debt Services	37,623,928	39,896,421	(2,272,493)	-
<b>Total Expenditures</b>	<b>37,623,928</b>	<b>39,896,421</b>	<b>(2,272,493)</b>	<b>-</b>

**Bryan ISD Monthly Update - Budgeted Funds**

**School Nutrition Services**

**May 2025**

	<b>Adopted Budget</b>	<b>11 Months May 2025</b>	<b>Estimated Budget Remaining</b>	<b>May Actual</b>
<b>Revenues:</b>				
Total Revenues*	12,135,000	13,140,159	(1,005,159)	940,732
<b>Expenditures:</b>				
35 Food Services	11,585,000	12,483,974	(898,974)	943,851
51 Plant Maint. And Operations	550,000	550,000	-	-
<b>Total Expenditures</b>	<b>12,135,000</b>	<b>13,033,974</b>	<b>(898,974)</b>	<b>943,851</b>

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

**Bryan ISD Monthly Update - Non-Budgeted Funds**  
**Special Revenue Funds**  
**May 2025**

	<b>Adopted Budget</b>	<b>11 Months May 2025</b>	<b>Estimated Budget Remaining</b>	<b>May Actual</b>
<b>Revenues:</b>				
Local and Intermediate Sources	-	2,012,319	-	268,864
State Programs	-	4,244,980	-	58,385
Federal Programs	-	10,541,714	-	913,983
Other	-		-	-
<b>Total Revenues</b>	-	<b>16,799,013</b>	-	<b>1,241,232</b>
<b>Expenditures:</b>				
11 Instructional	-	7,553,941	-	456,274
12 Instructional Resources	-	1,621	-	-
13 Instructional Staff Development	-	2,489,943	-	238,470
21 Instructional Leadership	-	699,817	-	59,487
23 Campus Administration	-	488,974	-	42,904
31 Guidance and Counseling	-	2,130,403	-	230,827
32 Social Work Services	-	466,192	-	64,713
33 Health Services	-	27,651	-	-
34 Student Transportation	-	139	-	-
35 Food Services	-	-	-	-
36 Cocurricular / Extracurricular	-	689,162	-	121,470
41 General Administration	-	160,073	-	15,513
51 Plant Maint. And Operations	-	550,000	-	-
52 Security and Monitoring	-	861,957	-	-
53 Data Processing Services	-	-	-	-
61 Community Services	-	122,422	-	11,575
71 Debt Services	-	-	-	-
81 Facilities Acquisition & Constr.	-	556,718	-	-
95 Juvenile Justice AEP	-		-	-
97 Tax Incremental Financing	-	-	-	-
99 Intergovernmental Charges	-	-	-	-
<b>Subtotal Expenditures</b>	-	<b>16,799,013</b>	-	<b>1,241,232</b>
Other Uses	-	-	-	-
<b>Total Expenditures</b>	-	<b>16,799,013</b>	-	<b>1,241,232</b>

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

9.C. Consider Approval of the 2025-2026 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

**2025-2026 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. Homebound Students. JJAEP does not provide services to students who qualify for and are receiving homebound education services.
- H. 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.

## **VI. 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. Student Testing Tickets. BISD is responsible for securing and delivering all student testing tickets to the JJAEP Administrator or designee at least five (5) school days before the day of standardized test administration. BISD will also provide additional student testing tickets 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 testing tickets 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.

## VII. 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 ("TJJJ") for those students who meet the prescribed TJJJ eligibility requirements. In addition to the payment received from TJJJ, 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.

## VIII. 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 informing 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.

## IX. 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.

## **X. 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.

## **XI. TERM**

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect as of August 1, 2025 continuing through, and including, July 31, 2026. This Agreement shall automatically renew each year on August 1<sup>st</sup>, beginning with August 1, 2025, unless notice of a party's intent not to renew is sent to the other party prior to July 15<sup>th</sup> 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.

## **XII. 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 \_\_\_\_\_, 2025.

Brazos County Juvenile Board

By: \_\_\_\_\_

Name: Judge Duane Peters

Title: Chairman

AGREED AND EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_ Date

9.D. Consider Approval of the Bryan ISD Investment Policy

**Investment Authority**

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved  
Investment  
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

**Safety**

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No indi-

vidual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment  
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and  
Maturity**

To meet the investment objectives of the District, the maturity of investments shall be targeted to coincide with the cash flow needs of the District.

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. Assets of the District shall be invested in instruments whose maturities do not exceed two years from the time of purchase, with the exception of the capital projects fund, which shall be invested in instruments whose maturities do not exceed the anticipated cash flow requirements of the capital projects at the time of purchase. Under no circumstances shall investments be purchased with maturities greater than three years for capital projects.

The Board may specifically authorize a longer maturity for a given investment, within legal limits.

**Diversity**

The investment portfolio shall be diversified to reduce the risk of loss of investment income from overconcentration of assets in a specific issue, a specific issue size, specific maturity, or a specific class of securities.

Nevertheless, the District recognizes that in a diversified portfolio, occasional measured losses are inevitable and must be considered within the context of the overall portfolio's investment return. Also, it is intended that investments in all funds shall be managed in such a way that any market price losses resulting from interest-rate volatility shall be offset by income received from the balance of the portfolio during a 12-month period.

**Monitoring Market  
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

**Monitoring Rating  
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

**Funds / Strategies**

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

General Funds

Investment strategies for general funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Trust and Custodial  
Funds

Investment strategies for trust and custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Funds

Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to meet cash flow needs. Assets may be invested in maturities exceeding one year but not to exceed two years.

Enterprise Funds

Investment strategies for enterprise funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Capital Project  
Fund

Investment strategies for the capital project fund shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

**Safekeeping and  
Custody**

The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.

**Sellers of  
Investments**

Prior to handling investments on behalf of the District, a broker/dealer or qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers and representatives with distributors of investment pools shall be registered with the Texas

State Securities Board, must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA). Distributors of investment pools shall also be a registrant in good standing with the Municipal Securities Rulemaking Board (MSRB).

**Soliciting Bids for CDs**

In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

**Interest Rate Risk**

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

**Internal Controls**

A system of internal controls shall be documented in writing. Also, they shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Control of collusion.
2. Separation of duties.
3. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
4. Custodial safekeeping.
5. Avoidance of bearer-form securities.
6. Clear delegation of authority.
7. Specific limitations regarding securities losses.
8. Written confirmation of telephone transactions.
9. A limited number of authorized investment officials.
10. Documentation of transactions and strategies.

**Annual Audit**

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

**Annual Review**

At least annually, the Board shall review the local investment policy and investment strategies, document the review in writing, and record any changes made.

**Resolution Approving the Review of Bryan Independent School District's Investment Policy and Strategies**

*WHEREAS*, Section 2256.005(e), Texas Government Code, as amended, requires the governing body of an investing entity to review the district's investment policy and investment strategies not less than annually. The resolution so adopted shall record any changes made to either the investment policy or investment strategies;

*WHEREAS*, the Board of Trustees of Bryan Independent School District wish to approve the review and continuation of the district's investment policy and strategies required by Section 2256.005(e);

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of Bryan Independent School District as required by Section 2256.005(e) has reviewed the investment policy of Bryan Independent School District and recommends no changes.

Passed and adopted this 16th day of June 2025.

\_\_\_\_\_  
President, Board of Trustees  
Bryan Independent School District

Attest:

\_\_\_\_\_  
Secretary, Board of Trustees  
Bryan Independent School District

## **Resolution Approving Independent Sources of Instruction Relating to Investment Responsibilities**

*WHEREAS*, Section 2256.00B(a), Texas Government Code, as amended, requires the treasurer, chief financial officer if the treasurer is not the chief financial officer and the investment officer of a local government to attend an investment training session not less than once in a two-year period and receive not less than ten hours of instruction relating to investment responsibilities from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer, as provided in the investment policy of the local government, and

*WHEREAS*, the Texas Association of School Boards ("TASB"), the Texas Association of School Administrators ("TASA"), the Texas Association of School Business Officials ("TASBO"), any locally associated TASBO affiliates, region service centers, and TexPool provide investment training sessions relating to investment responsibilities, and

*WHEREAS*, the Board of Trustees of Bryan Independent School District wish to approve TASB, TASA, TASBO, any locally associated TASSO affiliates, and region service centers as independent sources of instruction to provide investment training sessions required by Section 2256.00B(a);

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of Bryan Independent School District that TASB, TASA, TASSO, any locally associated TASBO affiliates, and region service centers be approved as independent sources of instruction relating to investment responsibilities for the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of this local government, as required by Section 2256.00B(a), Texas Government Code, as amended.

Passed and adopted this 16th day of June 2025.

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President, Board of Trustees  
Bryan Independent School District

Attest:

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Secretary, Board of Trustees  
Bryan Independent School District

## **Resolution Approving a List of Qualified Investment Brokers and Advisors**

*WHEREAS*, Section 2256.025, Texas Government Code, as amended, requires the governing body of the local government or a designated investment committee to at least annually review, revise and adopt a list of qualified investment brokers that are authorized to engage in investment transactions with the district, and

*WHEREAS*, Truist, Merrill Lynch, Morgan Stanley, Multi-Bank Securities, Prudential Securities, TASB Lone Star Investment Pool, Texpool, UBS Securities, Texas CLASS, TD Ameritrade and Wells Fargo, engage in investment transactions with Bryan Independent School District, and

*WHEREAS*, Total Compensation Group Investment Advisory Services, LP (TCG), a registered investment advisor with the Securities and Exchange Commission (SEC), engage in investment advisory services with Bryan Independent School District through a Managed Asset Portfolio Program (MAPP) agreement approved on February 20, 2016, and

*WHEREAS*, the Board of Trustees of Bryan Independent School District wish to approve the above listed qualified brokers and advisors as authorized to engage in investment transactions with the district as required by Section 2256.025;

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of Bryan Independent School District approves the above list as qualified investment brokers and advisors that are authorized to engage in investment transactions with the district as required by Section 2256.025, Texas Government Code, as amended.

Passed and adopted this 16th day of June 2025.

\_\_\_\_\_  
President, Board of Trustees  
Bryan Independent School District

Attest:

\_\_\_\_\_  
Secretary, Board of Trustees  
Bryan Independent School District

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



## SALES ORDER

Order Date: 04/24/2025

Start Date: 09/01/2025

Order #: 00115746

End Date: 08/31/2026

### Prepared For

Account Name: Bryan ISD

Agency Code: 16245

Primary Contact: Jill Morris

Email: jill.morris@bryanisd.org

#### Customer Information

Bryan ISD  
101 North Texas Avenue  
Bryan, TX 77803-5313  
United States

#### Bill-To Information

Bryan ISD  
101 N. Texas Ave.  
Bryan, TX 77803  
United States

### NWEA Sales Point of Contact

Sarah Beth Stagg

sarahbeth.stagg@hnhco.com

### Products & Services

Product	Catalog Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth K-12	\$14.50	\$13.25	3,500	\$46,375.00	-\$4,375.00
MAP Reading Fluency Add-on for Bundle price (incl. English & Spanish)	\$7.00	\$7.00	5,500	\$38,500.00	-\$0.00
MAP Growth- Foundations Online – Bundle Add-on	\$750.00	\$750.00	1	\$750.00	-\$0.00
MAP Reading Fluency- Foundations Online – Bundle Add-on	\$750.00	\$750.00	1	\$750.00	-\$0.00

Discount	-\$4,375.00
Subtotal	\$86,375.00
Estimated Tax	\$0.00
<b>Grand Total</b>	<b>\$86,375.00</b>

### Invoicing Information

Unless otherwise specified, payment terms are Net 30. Remittance instructions will be included with your invoice.

Until this Sales Order is signed, the pricing is valid for 30 days from the Order Date listed at the top of this document. Please confirm the billing address or specify changes to your Sales Point of Contact.



For a copy of the latest NWEA division W-9, it is available at <https://support.hmhco.com/s/article/Billing-and-Invoices>. Click on "Requesting a W-9" and select "NWEA".

The Tax ID for NWEA, a division of Houghton Mifflin Harcourt Publishing Company, is 04-1456030.

## Terms and Conditions

This Sales Order is between Customer and NWEA, a division of Houghton Mifflin Harcourt Publishing Company, and is subject to the HMH Standard PreK-12 Terms of Purchase located at <https://www.hmhco.com/terms-of-purchase> (the "Agreement") for the Products and Services listed above. By signing this Sales Order, you agree you have read, understand, and agree to the Agreement.

## Signature

Customer  
Signature: \_\_\_\_\_

Customer  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Title \_\_\_\_\_



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

# Quote



**Bill To**  
Bryan ISD  
801 South Ennis  
Bryan, TX, 77803

Quote Number: 17230  
Quote Expires: 07/19/2025

## Notes

The Aware Premium subscription replaces your historic Eduphoria Suite subscription and removes access to all unused applications. Via TIPS #220105

If utilizing a purchasing cooperative, please list the contract number on your purchase order.

Description	Quantity	Rate	Total Amount
Eduphoria Aware Premium Subscription 07/19/2025 - 07/18/2026	23	\$2,214.00	\$50,922.00
Eduphoria Formspace Subscription 07/19/2025 - 07/18/2026	23	\$495.00	\$11,385.00
Eduphoria Helpdesk Subscription 07/19/2025 - 07/18/2026	23	\$590.00	\$13,570.00
Annual Eduphoria Strive Subscription 07/19/2025 - 07/18/2026	23	\$1,125.20	\$25,879.60
		<b>Total</b>	<b>\$101,756.60</b>

Please respond to this email with a copy of your purchase order or send a copy to [billing@eduphoria.net](mailto:billing@eduphoria.net).  
If utilizing a purchasing cooperative, please list contract number on your purchase order.

Eduphoria products and services are subject to an annual price increase based upon general enhancements, new features and market value. Late payment or failure to provide a purchase order may lead to license suspension. Services are valid for one (1) year from the date of purchase, pursuant to State and Federal regulations. Please refer to the [Eduphoria Software License Agreement](#) for additional detail.

9.G. Consider Approval of Purchase Over \$50,000 for Branching Minds



# Bryan ISD, TX Partnership Proposal July 1, 2025- June 30 2026

Quote created: January 28, 2025 Reference: 20250128-144143231

## **Bryan Independent School District**

101 North Texas Avenue  
Bryan, Texas 77803  
United States

## **Kristen Beesaw**

kristen.beesaw@bryanisd.org  
9792091037

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

### **Partnerships with BRM includes the following:**

- **Platform:** Licenses for all teachers, support staff, and administrators to support all students included in school/district enrollment (tiers 1, 2, 3 + students with IEPs, 504 Plans, and enrichment needs).
- **Integrations and ongoing customer support:** Included as part of your success package (details included below).
- **PD and Coaching:** A minimum amount of professional development is required for successful BRM implementation. Additional PD and coaching are available for RTI/MTSS infrastructure work and any related RTI/MTSS needs.
- **Infrastructure support:** RTI/MTSS audits (Roots Reports) and Handbook alignment/development coaching.

### **Success Package**

- Access to the MTSS Hub on-demand learning platform (LMS)
- Learning modules, tutorials, and videos to support educators as they configure and navigate the BRM platform and improve their MTSS practice
- Access to Best Practice Guides
- Dedicated Customer Success Manager
- Beginning and middle of year meetings
- End of year Impact Review
- Annual BRM Award Presentation
- Ongoing check-in meetings
- Milestone celebration
- Quarterly Impact Report
- Invitation to Regional MTSS Consortium

- In-app live chat support with prioritized first response time (during business hours)
- Tickets automatically routed to Tier 2 support specialists
- Access to Branching Minds Help Center
- Prioritized escalations and bug resolution time
- Dedicated Data Implementation Specialist
- Project Plan with embedded district-specific Data Sharing Guide
- Help documentation
- Access to the MTSS Hub On-Demand Learning Platform – configuration and technical data implementation courses
- Weekly check-in meetings during onboarding
  - Data ingestion and validation
  - Platform configuration
  - Additional data implementation support, as needed
- Data Integration
  - Rostering (staff, students, demographic fields, student flags, custom tags)
  - Early Warning System/Graduation Risk Report (attendance, behavior and course marks)
  - Assessment (screener, benchmark and progress monitoring)
- Data Extraction
  - Data extracts shared from Branching Minds to district via flat file (district responsible for mapping)
- Access to BRM Newsletter, Blogs, Podcast & Webinars
- Invitation to BRM MTSS Community
- 15 Tickets to BRM's Annual MTSS Summit
- Invitation to co-present with BRM in conferences and webinars

Cassandra McKay - Senior Customer Success Manager Branching Minds



# Products & Services

Item & Description	Item Quantity	Unit Price	Total
<p><b>BRM Platform Licenses PK-12</b></p> <p>Student profiles and staff licenses created for all students and staff at partnering schools July 1, 2025 - June 30, 2026</p>	15,914	\$9.00 / year	\$143,226.00 / year for 1 year
<p><b>Success Package</b></p> <p>The Branching Minds Success Package provides support and services that lead to a successful implementation of a school system's MTSS practice and its MTSS management system (the BRM platform) July 1, 2025 - June 30, 2026</p>	22	\$750.00 / year	\$16,500.00 / year for 1 year
Annual subtotal .....			\$159,726.00
Total .....			\$159,726.00

## Signature

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

**Kristen Beesaw**  
kristen.beesaw@bryanisd.org

[ sig|req|signer1 ]

**Cassandra McKay**  
cassandra.mckay@branchingminds.com

[ sig|req|signer2 ]

**Unless signed this quote expires on: June 30, 2025**

This contract begins on July 1, 2025 and will terminate on June 30, 2026.

**Branching Minds Commitment to Purchase**

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

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

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

**Questions? Contact me**



**Cassandra McKay**

Senior Customer Success Manager

[cassandra.mckay@branchingminds.com](mailto:cassandra.mckay@branchingminds.com)

+15124174239

**Branching Minds**

157 Columbus Avenue, 4th Floor

New York, NY 10023

USA

9.H. Consider Approval for Purchase Over \$50,000 for Frontline eStar

# Frontline Education Renewal Notice

Attn: Bryan Independent School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. This includes the ability to create a support request directly from the Learning Center. Additionally, we have enhanced our Learning Center with Frontline Support Communities for many of our solutions, empowering you to collaborate with your peers, our experts and to share best practices with K-12 partners across your region and the country.

Below you will find information about the renewal of your subscription(s) that renew on 9/01/2025. Once you have reviewed the pricing for your upcoming subscription you can either:

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

Description	Start Date	End Date	Qty	Rate	Amount
IEP - eStar v5, unlimited usage for internal employees	9/01/2025	8/31/2026	1	\$61,800.00	\$61,800.00
<b>Total</b>					<b>\$61,800.00</b>

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

Need assistance? You can reach us by calling Samantha Kaplan Heins at or by emailing us at [renewals@frontlineed.com](mailto:renewals@frontlineed.com).



Robert Hawkins  
Vice President, Client Success

9.I. Discuss and Consider Approval of a Resolution to Budget and Prioritize State Compensatory Funds for the 2025-26 Fiscal Year

**RESOLUTION BUDGETING FOR AND PRIORITIZING STATE COMPENSATORY FUNDS**

**WHERE AS**, TEC 28.0217 requires accelerated instruction in a subject area a student performs unsatisfactorily on an end of course exam, (EOC).

**FURTHER**, TEC 29.081 was amended to require school districts that did have students perform unsatisfactorily on an EOC exam to separately budget and prioritize state compensatory funds, (SCE), to support the additional cost for EOC exam failures.

**BE IT RESOLVED**, that Bryan Independent School District did have some students perform unsatisfactorily on EOC exams for the 2024-25 school year.

**THEREFORE**, Bryan Independent School District has prioritized SCE funds as follows to support the additional cost for these EOC failures as follows:

- A higher per student allocation of SCE funds to high schools.
- Funds for summer testing for retests.
- Supplemental software program that offers data driven differentiated instruction targeting courses with a state assessment.

**APPROVED** by the Board of Trustees of the Bryan Independent School District this 16th day of June, 2025.

---

President  
Bryan ISD Board of Trustees

ATTEST:

---

Secretary  
Bryan ISD Board of Trustees

9.J. Consider Approval for Purchase Over \$50,000 for ELLevation

# Curriculum Associates, LLC Price Quote - Q-50839

Version: 2

Quote Date: 3/20/2025

Quote Expiration Date: 6/30/2025

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

<p>Company: Curriculum Associates, LLC                  Representative: Addie Rucker                  Email: <a href="mailto:addie.rucker@ellevationeducation.com">addie.rucker@ellevationeducation.com</a>                  Phone: 617-307-5755                  Address: 153 Rangeway Road,                  North Billerica, MA 01862                  Start Date: 6/15/2025</p>	<p>Customer: Bryan Independent School District, TX                  Contact Name: Margaret DeJesus                  Email: <a href="mailto:margaret.dejesus@bryanisd.org">margaret.dejesus@bryanisd.org</a>                  Phone: 979-209-1045                  Address: 101 North Texas Avenue,                  Bryan, TX 77803                  End Date: 6/14/2026</p>
---	--

## Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation TX	4,740	\$12.75	\$60,435.00
<b>Subscription Total:</b>			<b>\$60,435.00</b>

## Services Fees

Product	Quantity	Unit Price	Discount	Total Fees
SIS Implementation	1	\$6,043.50	50 %	\$3,021.75
<b>Services Savings:</b>			<b>\$3,021.75</b>	
<b>Services Total:</b>			<b>\$3,021.75</b>	

## Total Investment - Q-50839

<b>Savings Total:</b>	<b>\$3,021.75</b>
<b>Grand Total:</b>	<b>\$63,456.75</b>

Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

BuyBoard 748-24

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).

9.K. Consider Approval of Purchase Over \$50,000 for Reading Horizons



Reading Horizons  
Where reading momentum begins™

Bryan ISD

**Prepared for:**

Charlene Muehlstein

**Prepared by:**

Allison Ward



Notes:

# Reading Horizons Solutions Worksheet

Name	Price	QTY	Discount1	Subtotal
Reading Horizons - Professional Learning				
Software Site License	\$9,500.00	14	10.00%	\$119,700.00

Subtotal **\$119,700.00**

Line item discount total **-\$13,300.00**

**Total \$119,700.00**

The Subtotal amount on the worksheet are provided for convenience and do **not** include Tax and/or Shipping & Handling. Where applicable, these items will be added to official quotes/proposals.

9.L. Consider Approval of Purchase Over \$50,000 for Read 180 and The Code

# HMH



Proposal #009315449  
Prepared For  
**Bryan Ind School District**

Attention:  
Brandi Morley  
brandi.morley@bryanisd.org

For the Purchase of:  
**Read 180 Dedicated/pull-out (Stand-Alone)**

Prepared By  
Nicole Ott  
nicole.ott@hnhco.com

**Please submit this proposal with your purchase order.**

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

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

Coupon Code: R1802025

Send **Check Payments** to:  
HMH Education Company  
14046 Collection Center Drive  
Chicago, IL 60693

Attention:  
Brandi Morley  
brandi.morley@bryanisd.org

**HMH Confidential and Proprietary**

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

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# Proposal for Bryan Ind School District

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Stage B</b>						
<b>Student Licenses</b>						
1866600	9780358937265	Read 180 on Ed Student Digital Subscription 1 Year	630	\$109.00	\$68,670.00	\$37,800.00
Includes: Read 180 on Ed Student License 1 Year Implementation Success						
<b>Total for Student Licenses</b>				<b>\$37,800.00</b>		
<b>Teacher Licenses</b>						
1835546	9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year	7	\$299.00	\$2,093.00	\$2,093.00
Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner						
<b>Total for Teacher Licenses</b>				<b>\$0.00</b>		
<b>A la Carte Items Available for Purchase</b>						
<b>Student Materials</b>						
<b>Print A la Carte</b>						
1835328	9780358739234	Read 180 Stage B ReaL Book Workshop 1 Student Edition	140	\$10.00	\$1,400.00	\$1,400.00
1835342	9780358739371	Read 180 Stage B ReaL Book Workshop 2 Student Edition	150	\$10.00	\$1,500.00	\$1,500.00
1835353	9780358739432	Read 180 Stage B ReaL Book Workshop 3 Student Edition	190	\$10.00	\$1,900.00	\$1,900.00
1835359	9780358739494	Read 180 Stage B ReaL Book Workshop 4 Student Edition	190	\$10.00	\$1,900.00	\$1,900.00
1835365	9780358739555	Read 180 Stage B ReaL Book Workshop 5 Student Edition	180	\$10.00	\$1,800.00	\$1,800.00
1835371	9780358739616	Read 180 Stage B ReaL Book Workshop 6 Student Edition	180	\$10.00	\$1,800.00	\$1,800.00
1835383	9780358739739	Read 180 Stage B ReaL Book Workshop 7 Student Edition	240	\$10.00	\$2,400.00	\$2,400.00
1835389	9780358739791	Read 180 Stage B ReaL Book Workshop 8 Student Edition	180	\$10.00	\$1,800.00	\$1,800.00
1835052	9780358738282	Read 180 Stage B Getting Started Book 1 Student Edition	140	\$4.95	\$693.00	\$693.00
1835377	9780358739678	Read 180 Stage B Getting Started Book 2 Student Edition	360	\$4.95	\$1,782.00	\$1,782.00
<b>Total for A la Carte Items Available for Purchase</b>				<b>\$16,975.00</b>		

---

**Total for Stage B** **\$54,775.00**

<b>Stage C</b>						
<b>Student Licenses</b>						
1866600	9780358937265	Read 180 on Ed Student Digital Subscription 1 Year	405	\$109.00	\$44,145.00	\$24,300.00
Includes: Read 180 on Ed Student License 1 Year Implementation Success						
<b>Total for Student Licenses</b>				<b>\$24,300.00</b>		
<b>Teacher Licenses</b>						
1835546	9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year	6	\$299.00	\$1,794.00	\$1,794.00
Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner						
<b>Total for Teacher Licenses</b>				<b>\$0.00</b>		
<b>A la Carte Items Available for Purchase</b>						
<b>Student Materials</b>						
<b>Print A la Carte</b>						
1835329	9780358739241	Read 180 Stage C ReaL Book Workshop 1 Student Edition	110	\$10.00	\$1,100.00	\$1,100.00

Coupon Code: R1802025

Attention:  
Brandi Morley  
brandi.morley@bryanisd.org

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

Send **Check Payments** to:  
HMH Education Company  
14046 Collection Center Drive  
Chicago, IL 60693

**HMH Confidential and Proprietary**

# Proposal for Bryan Ind School District

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
1835343 9780358739388	Read 180 Stage C Real Book Workshop 2 Student Edition	\$10.00	110	\$1,100.00		\$1,100.00
1835354 9780358739449	Read 180 Stage C Real Book Workshop 3 Student Edition	\$10.00	90	\$900.00		\$900.00
1835360 9780358739500	Read 180 Stage C Real Book Workshop 4 Student Edition	\$10.00	140	\$1,400.00		\$1,400.00
1835366 9780358739562	Read 180 Stage C Real Book Workshop 5 Student Edition	\$10.00	100	\$1,000.00		\$1,000.00
1835372 9780358739623	Read 180 Stage C Real Book Workshop 6 Student Edition	\$10.00	100	\$1,000.00		\$1,000.00
1835323 9780358738299	Read 180 Stage C Getting Started Book 1 Student Edition	\$4.95	20	\$99.00		\$99.00
1835378 9780358739685	Read 180 Stage C Getting Started Book 2 Student Edition	\$4.95	130	\$643.50		\$643.50
<b>Total for A la Carte Items Available for Purchase</b>				<b>\$7,242.50</b>		

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**Total for Stage C** **\$31,542.50**

**Professional Services - Read 180**

**Implementation Success Plan**

1833602	9780358732082	Getting Started: Introduction to Read 180 Live Online Grades 3-12 2 Hour	\$800.00	1	\$800.00	\$800.00
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This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed.

Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.

1852471	9780358841821	Read 180 Leader Success Live Online Grades 3-12 1-Hour	\$400.00	1	\$400.00	\$400.00
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During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.

**Total for Implementation Success Plan** **\$0.00**

---

**Total for Professional Services - Read 180** **\$0.00**

<b>Total Savings:</b>	<b>\$54,602.00</b>
<b>Subtotal Purchase Amount:</b>	<b>\$86,317.50</b>
<b>Shipping &amp; Handling:</b>	<b>\$2,542.84</b>
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$88,860.34</b>

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

Coupon Code: R1802025

Attention:  
Brandi Morley  
brandi.morley@bryanisd.org

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

Send **Check Payments** to:  
HMH Education Company  
14046 Collection Center Drive  
Chicago, IL 60693

**HMH Confidential and Proprietary**

**Total Cost of Proposal (PO Amount): \$88,860.34**

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

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

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

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

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

**Date of Proposal: 4/22/2025**

**Proposal Expiration Date: 6/6/2025**



Coupon Code: R1802025

Attention:  
Brandi Morley  
brandi.morley@bryanisd.org

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

Send **Check Payments** to:  
HMH Education Company  
14046 Collection Center Drive  
Chicago, IL 60693

**HMH Confidential and Proprietary**

9.M. Consider Approval of a Memorandum of Understanding with Tarleton State University for the Educator Preparation Program

Memorandum of Understanding (MOU)  
Between  
Tarleton State University  
&  
Bryan Independent School District

This Memorandum of Understanding ("Agreement") is entered into on \_\_\_\_\_, between Bryan Independent School District (hereinafter "District") and Tarleton State University, a member of The Texas A&M University System and an agency of the State of Texas, (hereinafter "University") for the purposes stated herein.

**1. Purpose.**

- 1.1. The purpose of this Agreement is to facilitate a learning-centered partnership between the District and the University's Educator Preparation Program (EPP).

**2. Collaborative Goals.**

- 2.1. To provide clinical teachers with professional instructional coaching, supervise the work and activities of clinical teachers, and engage in co-teaching models throughout the clinical teaching placement period.
- 2.2. To establish a mentor teacher support program providing the mentor teacher with the skills and resources to assist teacher candidates in becoming highly competent in their subject areas and pedagogy.
- 2.3. To establish a framework for sharing non-identified District performance data among the District and University for the purposes of monitoring and evaluating the preparation and effectiveness of University teacher candidates.

**3. Definitions.**

- 3.1. Clinical Teaching - A supervised teacher candidate assignment through an EPP at a public school accredited by the Texas Education Agency ("TEA") or other school approved by the TEA for this purpose that may lead to completion of a standard certificate; also referred to as "student teaching."
- 3.2. Clinical Teacher District - a school district contracting with University to implement a clinical teaching assignment.
- 3.3. Mentor Teacher/Cooperating Teacher - a certified teacher that models proficient/exemplary teaching and provides clinical teachers with professional instructional coaching and advisement; primarily responsible for supervising the work and activities of clinical teachers and engaging in co-teaching models throughout the clinical teaching placement period.
- 3.4. Teacher Candidate - a University student who has met all the University and state requirements to be admitted into an EPP.
- 3.5. Course Instructor - either a University faculty member or a faculty associate hired by University to provide instruction in the Clinical Teaching Program.
- 3.6. Field Supervisor - a University faculty member working with District to coach and evaluate clinical teachers; co-select, support and train mentor teachers; and ensure clear, timely and consistent communications between District and University.
- 3.7. Educator Preparation Program ("EPP") - a professional preparation program for educator certification as determined and identified by the standards of the Texas State Board of Education.

- 3.8. Professional Development - learning opportunities designed to support and improve mentor teachers'/cooperating teachers' instructional coaching effectiveness and thereby increase the learning and success of teacher candidates and PK-12 students.
- 3.9. Professional Improvement Plan ("PIP") - a detailed improvement and accountability plan of action developed to assist a clinical teacher performing below the EPP's and District's standards.

#### **4. School District Obligations.**

Pursuant to the terms of this Agreement, the District shall:

- 4.1. Collaborative with the EPP in identifying and selecting high quality Mentor/Cooperating Teachers using agreed upon criteria in a number agreeable to both parties.
- 4.2. Share and co-analyze non-identified PK-12 performance data with University for the purpose of specifically preparing teacher candidates to positively impact PK-12 student learning and for the continuous improvement of the EPP. Data sharing will not violate the data sharing policies of the District.
  - 4.2.1 For purposes of the Family Educational Rights and Privacy Act ("FERPA"), University designates the \_\_\_\_\_ ("FERPA Designee"), as a school official with a legitimate educational interest in any educational records (as defined in FERPA) to the extent the FERPA Designee requires access to those records to fulfill its obligations under this Agreement. The FERPA Designee shall comply with FERPA as to any such educational records.
- 4.3. Facilitate the participation of Mentor Teacher/Cooperating Teacher training related to the supervision, mentoring, coaching and evaluation of teacher candidates.
- 4.4. Actively supervise, mentor, coach, and evaluate teacher candidates using EPP processes, reporting requirements, and performance assessment tools.
- 4.5. Actively participate in program evaluation to support PK-12 student performance, inservice and preservice program effectiveness.
  - 4.5.1 Support University in distribution of program/graduate effectiveness surveys to District personnel.
  - 4.5.2 Support teacher candidates in administration of PK-12 student perception surveys for the purposes of professional learning. Information identifying individual students will be shared with the teacher candidates, mentor/cooperating teachers and site coordinators.
- 4.6. Provide opportunities for teacher candidates to attend District-level and school-level professional development.
- 4.7. Expect University and its teacher candidates to comply with the District standards and policies. University shall comply with District technology standards for antivirus, Internet filtering system, operating system setup, and software installation protocols and rules.
- 4.8. Supply facility resources such as a room, at a school site, to be used for mentor trainings, collaborative meetings, and by teacher candidates for course work and conferencing. Said room to be equipped with furnishings and technology (such as projector, document camera, Wi-Fi, etc.) to support programmatic, partnership usage
- 4.9. Participate in ongoing collaborative assessment of the University's educator preparation program through the examination of clinical teacher data, Mentor/Cooperating teacher feedback, and all other data sources, as applicable.
- 4.10. Permit teacher candidates to video record themselves in compliance with all District policies as they deliver instruction for the purpose of licensure, self-reflection, and personal professional development.

Signed permission from PK-12 students' parents/guardians will be secured as outlined and required by district policy.

- 4.11. Ensure teacher candidates and PK-12 students are in the presence of a certified teacher of record, to the maximum extent possible.
- 4.12. Provide teacher candidates with wireless internet access in a manner that is mutually acceptable to University and the District.

## **5. University Obligations.**

Pursuant to this Agreement, the University shall:

- 5.1. Collaborate with the District to select University Site Coordinators/Field Supervisors for the Clinical Teaching/Educator Preparation Program.
- 5.2. Provide programming ensuring that teacher candidates meet state and federal guidelines for quality educator preparation.
- 5.3. To the extent not in conflict with University policies and procedures, comply with District policies and procedures and ensure that all University Course Instructors, Site Coordinators/Field Supervisors, and Clinical Teachers are aware of these policies.
- 5.4. Provide a Site Coordinator who is a University faculty member, working within the District, to coach and evaluate clinical teachers/teacher candidates, assist in the selection of Mentor Teachers, support Mentor/Cooperating Teachers, and ensure timely collaborative meetings and communications between District and University.
- 5.5. Assist any teacher candidate falling below the EPP's academic and/or professional standards with a detailed improvement and accountability plan of action developed to ensure improved performance by teacher candidate.
- 5.6. Facilitate quarterly collaborative meetings among the District and EPP at which the effectiveness of the EPP is continually reviewed.
- 5.7. Collaboratively identify and select high quality Mentor/Cooperating teacher using agreed upon criteria.
- 5.8. Collaboratively develop and deliver a mentor teacher training and support program.

## **6. Mutual Obligations.**

Pursuant to this Agreement, the parties shall in good faith:

- 6.1. Collaboratively recruit prospective future-teachers to the Educator Preparation Program.
- 6.2. Encourage District and University faculty to jointly conduct and disseminate research.
- 6.3. Direct employees, under the party's control, to perform the obligations under this Agreement.

## **7. Term**

- 7.1 This Agreement shall be in effect from the date of execution for a term of through 4 years.

## **8. Termination.**

- 8.1. Except as otherwise provided, this Agreement may only be terminated by six (6) months' written notification of termination by either party. The parties agree to use their best efforts to allow sufficient opportunity for students enrolled in the teacher education program to graduate prior to the effective date of termination. Upon termination, unless otherwise expressly provided, property purchased in furtherance of this Agreement shall remain the property of the party that purchased such property.

## 9. Miscellaneous.

- 9.1. Public Information.
  - 9.1.1 District acknowledges that University is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
  - 9.1.2 Upon University's written request, District will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to University in a non-proprietary format acceptable to University. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which University has a right of access.
  - 9.1.3 District acknowledges that University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a) (1), Texas Government Code.
  - 9.1.4 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.
- 9.2. Governing Law and Venue: The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located. Venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the Southern District of Texas.
- 9.3. Non-Waiver. District expressly acknowledges that University is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by University of its right to claim such exemptions, privileges, and immunities as may be provided by law
- 9.4. 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 University and District to attempt to resolve any claim for breach of contract made by District that cannot be resolved in the ordinary course of business. District shall submit written notice of a claim of breach of contract under this Chapter to Phillip Ray, University Contracts Officer of Texas A&M University or B.J. Crain, Chief Business Officer of the Texas A&M University System, who shall examine District's claim and any counterclaim and negotiate with District in an effort to resolve the claim.
- 9.5. Conflict of Interest. By executing this Agreement, District and each person signing on behalf of District certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, 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 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.
- 9.6. Relationship of the Parties. For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, District is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. District will not bind nor attempt to bind University to

any agreement or contract. As an independent contractor, District is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance.

- 9.7. Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, epidemic or pandemic, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- 9.8. Entire Agreement. This agreement contains the entire understanding of the parties with respect to its clinical teaching program and supersedes all other written and oral agreements between the parties with respect to the clinical teaching program. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this agreement unless expressly stated in writing.
- 9.9. Legal Authority. The person signing on behalf of each party represents and warrants and certifies that they have full legal authority to execute this Agreement on behalf of said party and has authority to bind said party to all the terms, conditions, provisions and obligations contained herein.

**University**

By \_\_\_\_\_

Date \_\_\_\_\_

Name: Dr. James Hurley

Title: President, Tarleton State University

**District**

By \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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

## 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 June 1, 2025 and shall terminate May 31, 2027. 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, statutes, 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

9.O. Discuss and Consider Memorandum of Understanding with the Texas A&M  
Chapter of Advise Texas

**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 adviser’s 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 the Office of Undergraduate Strategic Partnerships, Texas A&M.
3. **PERIOD OF PERFORMANCE.** The program shall be conducted during the 2025 – 2026 Texas A&M academic year. [August 11, 2025-June 15, 2026.]
4. **PRICE AND PAYMENT.** As compensation for performance under this AGREEMENT, Bryan ISD agrees to annually award Texas A&M Fifteen Thousand Dollars (\$15,000) 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  
Bryan, TX 77843-1270  
Attn: Kenneth Johnson  
Director of Undergraduate Strategic Partnerships  
[kjohnson1980@tamu.edu](mailto:kjohnson1980@tamu.edu)  
Telephone: (979) 458-7019

CSID: 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 the 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.

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 16 below or 2) for convenience with thirty (30) days written notice to the other party in accordance with Section 10. In the event of termination for convenience, Texas A&M will be reimbursed for all costs and commitments incurred by Texas A&M prior to the date of termination.

12. NOTICE OF DEFAULT. In the event of a default, the non-defaulting party will give the defaulting party written notice, pursuant to Section 10 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. Bryan ISD expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M 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

Dr. Barbara Ybarra  
Associate Superintendent  
Name and Title

Kenneth Johnson  
Director of Strategic Partnerships  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Texas A&M Chapter of Advise TX Memorandum of Understanding

among

Texas Higher Education Coordinating Board, Texas A&M University, and Bryan Independent School District

## Parties

This is a Memorandum of Understanding (“MOU”) among the Texas Higher Education Coordinating Board (“THECB”), Texas A&M University (“University”), and Bryan Independent School District (hereafter referred to as “Bryan ISD” and/or the “high school”) relating to the Advise TX College Advising Corps program (hereafter sometimes referred to as “The Advise TX program”, “Advise TX”, or as “the project”).

THECB is understood, for the purposes of requesting information necessary for the implementation of this MOU, to include the Texas Higher Education Coordinating Board and its officers, employees, designated Advise TX contractors, designated Advise TX grantees, and other designated Advise TX agents (which include Texas A&M University, the College Advising Corps (“CAC”), and CAC’s contracted evaluation team).

Bryan ISD and/or the high school(s) is understood, for the purposes of this MOU, to include:

Bryan High School and Rudder High School

Collectively hereinafter the parties to this MOU will be referred to as “Parties” or, individually, as “Party.”

## Statement of Purpose and Services to be Performed

The Advise TX program is housed at chapter public and private colleges and universities across the state, including at Texas A&M University. Advise TX is a program administered by the THECB which implements the CAC program model of placing recent college graduates as full-time “near-peer” advisers in targeted Texas high schools (“Advisers”). Through grant funds provided by THECB, the University employs advisers and project staff to carry out the project. Advise TX is an education program as defined in 34 CFR § 99.3. THECB has awarded funds to Texas A&M University for the **2025-2026** academic year to continue the Advise TX program at high schools throughout the state, including at high schools in Bryan ISD. The Texas A&M University Office of Admissions serves as the University representative office for this program

Advisers work in collaboration with high school counselors, teachers, and administrators to increase college-going rates in the high schools they serve. Advisers provide admissions and financial aid advising to students and their families through one-on-one and group sessions that 1) help students identify colleges; 2) complete their admissions and financial aid applications; and 3) with the enrollment process at the college or university of student’s choice. The Parties agree that the Advisers are school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B). The Advise TX program has three main aims: to increase the college enrollment rate at partner high schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, and teachers with fostering a culture where students pursue higher education.

One of the purposes of this MOU is to provide and appoint one Adviser (subject to funding availability) from the Advise TX College Advising Corps to each of the Bryan ISD high schools identified herein.

THECB, the University, the Bryan ISD, and each participating high school in the Bryan ISD agree to the following three main goals/aims during the project:

1. Work collaboratively to develop and implement programs and services that (a) foster access to post-secondary education and (b) include all students who wish to participate and who work in good faith to do so.
2. Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advise TX programs and services to ensure that they complement and extend these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advise TX programs and services.
3. See the Adviser as an enthusiastic, sympathetic, and well-trained resource for students, but not as an expert on college access or success.

An additional purpose of this MOU is to set forth the terms and conditions under which Bryan ISD will permit THECB, the University, and the Advisers to access and/or otherwise use student record data collected by Bryan ISD which contains Personally Identifiable Information (“PII”), as defined in 34 CFR § 99.3 and is therefore subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g (such PII is herein referred to as “FERPA Data”). Bryan ISD’s disclosure of FERPA Data to THECB, the University, and the Adviser will be for the purposes of (1) THECB and the University conducting an ongoing program evaluation pursuant to 20 USC § 1232g(b)(1)(C), (b)(3), and (b)(5); 34 CFR § 99.35 (“the Audit and Evaluation exception”) and (2) the Advisers performing an institutional service or function for which the Bryan ISD high schools would otherwise use employees pursuant to 20 USC § 1232g(b)(1)(A); 34 CFR 99.31(a)(1) (“the School Officials Exception”).

**The University agrees to the following terms during the project:**

1. Identify, recruit, and appoint one Adviser to serve each of the Bryan ISD high schools identified herein for an average of 40 hours per week for the period of August 11, 2025 – June 15, 2026.
2. Provide necessary and ongoing training, support, and professional development that will allow the Adviser to fulfill his or her responsibilities to the high school and its students, including to ensure the Adviser complies with the FERPA provisions in this MOU.
3. Provide assurance that all employees, subcontractors and volunteers of Advise TX who have contact with students have passed a criminal history background check current within the last year.
4. Employ an Advise TX Program Director who will (a) supervise the appointed Adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement; (b) work closely with the high school on-site liaison assigned by the Bryan ISD and/or the high school to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of Advise TX; (c) engage in frequent dialogue with partner high school around strategic collaboration and to assess progress towards the goals; (d) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; (e) serve as the main liaison between the high school principal and Advise TX, meeting at least twice per year to review the collaboration and ensure that its goals are being met; (f) work with the on-site high school liaison to establish a mutually agreeable work schedule for the Adviser; and (g) visit the school at least twice per academic year. In the event that services must be performed remotely, due to school closure, and/or health and safety concerns, a schedule will be established between the on-site liaison, Advise TX Program Director, and Adviser to assist high school students virtually.
5. Remain open to address any issues or concerns that may arise.
6. Share relevant data and research with the Bryan ISD and the high school, as the Bryan ISD and the high school may request as consistent with FERPA and the FERPA provisions in this MOU. Share relevant data and research with THECB and CAC, as THECB may request as consistent with FERPA and the FERPA provisions in this MOU.
7. Manage the administration and pay the full salary and benefits of the Adviser.
8. Provide funding support, as funding is available, to the appointed Adviser for reasonable expenses associated with Advise TX programs and services. Reasonable expenses include office supplies, photocopies, incentives for students (such as food), or college field trip costs (as consistent with federal cost circulars).
9. Work in good faith to identify funding opportunities that will sustain the collaboration between the University, the Bryan ISD and the high school beyond the current term.
10. Keep any and all student-level data provided by the Bryan ISD and the high school to the University and to the Adviser strictly confidential, in accordance with applicable local, state, and federal law, including as consistent with FERPA and the FERPA provisions in this MOU
11. Require the participation of the assigned Adviser in Advise TX activities, (for example, Advise TX training and professional development) with consideration to minimize the amount of time Advisers are absent while the high school is in session, during the regularly scheduled term period of service specified below.
12. Advise TX will adhere to all local, state, and federal orders, and Bryan ISD safety guidelines related to the COVID-19 pandemic and must wear personal protective face coverings, wash their hands often for 20 seconds or more (or use hand sanitizer with 60-95% alcohol content), and practice social distancing per CDC guidelines.

**The Bryan ISD and/or high school agrees to the following terms during the project:**

1. Welcome the assigned Adviser and work actively to facilitate their entry into the school community by treating them as a professional member of the school.
2. Establish and maintain clear lines of communication with the Adviser and Advise TX Program Director in regards to staff policies, procedures, and expectations with which the Adviser is expected to comply (including any relevant FERPA policies).
3. Designate within each high school a Site Liaison to (a) serve as the Adviser's primary resource and advocate within the high school, facilitating the Adviser's integration into the life of the high school and providing appropriate advice and counsel; (b) work closely with the Advise TX Program Director to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of the Advising Corps; (c) participate in Adviser's annual evaluation; (d) work with the Advise TX Program Director to establish a mutually agreeable work schedule for the Adviser in accordance with the high school's regularly scheduled term period beginning on August 11, 2025 and ending June 15, 2026; (e) engage in frequent dialogue with Advise TX Program Director around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; and (g) serve as the main liaison between the principal of the high school and the Advise TX Program Director, meeting at least twice a year to review the partnership and ensure that its goals are being met.
4. Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with an Advise TX Adviser.
5. Allow the Adviser to use CAC data collection and service tools in the high school as consistent with FERPA and the FERPA provisions in this MOU.
6. Supply THECB and the University (including its Advisers and project staff) reasonable access to student-level data (name, date of birth, and year of graduation) for the purposes of advising, grant reporting, and program evaluation as consistent with FERPA and the FERPA provisions in this MOU.
7. Provide the University (including its Advisers) access to the ApplyTexas Counselor Suite for the purposes of effectively advising students.
8. Provide the University (including its Advisers and project staff) access to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA and the FERPA provisions in this MOU.
9. Work to integrate the Advise TX program with existing college access and guidance efforts at the high school.
10. Ensure Adviser is not arbitrarily assigned duties unrelated to his/her work plan such as clerical or manual labor or expected to fill temporary personnel shortages or assume *ad hoc* assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc).
11. Ensure Adviser does not administer or serve as a proctor for any State or TSI-mandated testing (EOC/STAAR/ACCUPLACER/THEA/COMPASS, etc.)
12. Provide dedicated and appropriate working/meeting space for the Adviser, including a district computer with log-in access, a designated computer with internet access and ready access to phone and voicemail, fax, photocopier, and printer.
13. Provide the Adviser with a comprehensive high school orientation, with introductions to key staff, teachers, and administrators.
14. Provide assistance to the University (including its Adviser and project staff) with the coordination and administration of Advise TX surveys of high school students.
15. Ensure Adviser does not serve as the liaison to and/or provide direct supervision to other external partner college-access programs on behalf of the high school.

### **Purpose and Description of Program Evaluation to be Conducted**

1. To determine the efficiency and success of the Advise TX program, the program shall be evaluated on an ongoing basis by THECB (including through its designated agent, CAC's contracted evaluation team). The results of the evaluation may be used to, among other things, improve and modify the Advise TX program. Such evaluations will enable all project participants to spur higher levels of college enrollment. The evaluation will include the following:
  - comprehensive compilation and analysis of direct outcomes for the Advise TX program
  - comparative analysis of college-going rates between control schools and program-participating schools

- assessment of increased scholarship dollars for universities and students
  - analysis and assessment of college preparation activities undertaken by high school students
  - identification of success factors that contribute to increased college-going rates and improved school morale
  - examination of the relationship between student grades, class schedules, and college enrollment
  - a qualitative and quantitative study of student awareness regarding higher education
2. For the purpose of carrying out the Advise TX evaluation, FERPA Data may need to be collected by the Bryan ISD and/or high school and disclosed to THECB as further described in the “FERPA Compliance” provision within this MOU.

### **FERPA Authorized Representatives and Adviser Serving as School Official**

1. This MOU serves as a written agreement to designate authorized representatives, as defined in 34 CFR § 99.3, of a local educational authority, 20 USC § 7801(26)(A), to access FERPA Data in connection with an audit or evaluation of a Federal or State supported education program, as permitted by FERPA federal regulations 34 CFR § 99.35.
2. The Bryan ISD and/or high school, a local educational authority, hereby designates THECB, including its officers, employees, designated Advise TX contractors, designated Advise TX grantees (e.g., the University), and other designated Advise TX agents (e.g., CAC and CAC’s contracted evaluation team), as its authorized representatives under FERPA.
3. THECB, as an authorized representative of Bryan ISD, shall have access to the student education records of Bryan ISD pursuant to the policies and restrictions identified in the “FERPA Compliance” provision within this MOU.
4. This MOU also serves as a written agreement articulating the Adviser’s role as a school official for the Bryan ISD and/or high school, as permitted by FERPA federal regulations 34 CFR 99.31(a)(1).

### **FERPA Compliance**

1. The Parties agree and understand that this MOU is to be strictly construed to comply with FERPA, particularly the Audit and Evaluation and the School Officials exceptions, at all times. At a minimum, the following terms and conditions will apply to all FERPA Data disclosed by Bryan ISD to THECB or the Adviser pursuant to this MOU:
  - For data disclosed to THECB, data will be collected and managed through an evaluation team contracted by the CAC, Texas A&M University College Advising Corps’ umbrella organization.
  - Data to be collected will include, but not necessarily be limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information (such as student name, date of birth, grade level/graduation year, grades, test scores on college entrance exams, and student schedules), intermediary goals, and college enrollment; and information on services provided to students. At the school level, the Adviser will collect data to help target and track services and evaluate the program’s success.
  - By disclosing PII from education records to THECB or the Adviser, Bryan ISD in no way assigns ownership of this data to an authorized representative or the Adviser.
  - For data disclosed to THECB, THECB shall ensure that FERPA Data is accessed by or disclosed to THECB only for the purposes of THECB conducting the program evaluation, the Advisers conducting their project work, and/or for effectuating necessary services related to the performance of the MOU. THECB shall ensure that the evaluation is conducted in a manner that does not permit FERPA Data to be accessed, disclosed, or otherwise used by anyone other than Bryan ISD and/or high school or THECB officers, employees, designated Advise TX contractors, designated Advise TX grantees, and other designated Advise TX agents with legitimate interests in the evaluation of Advise TX or with legitimate educational interests.
  - For data disclosed to THECB, THECB shall ensure that THECB officers, employees, designated Advise TX contractors, designated Advise TX grantees and other designated Advise TX agents obtain

access to only those FERPA records in which they have legitimate interests and only after executing an agreement to maintain FERPA-compliant confidentiality of all data provided. Confidentiality of the data shall be maintained by THECB at all times to preclude personal identification of students who are the subject of the evaluation. All results of data analysis will be reported in aggregate. THECB shall never publically disclose or publish data in such a way that would allow individual students to be identified.

- THECB shall promptly notify Bryan ISD of any security breach that results in unauthorized access to any FERPA Data disclosed to THECB.
- THECB shall securely destroy all FERPA Data disclosed to it and all copies of FERPA Data in any format in THECB's possession once the FERPA Data is no longer needed for the evaluation for which the data was obtained or for the Advisers' work, based on appropriate federal guidelines.

2. The Parties agree to amend this MOU as necessary to comply with applicable amendments to FERPA, including the Audit and Evaluation exception, as required to ensure that the Parties remain in compliance with FERPA.

### **Term of MOU**

This MOU begins July 1, 2025, and shall terminate on July 31, 2026.

### **Legal Compliance and Right to Audit**

The Parties shall comply with all applicable federal, state, and local laws and regulations. The Parties understand that acceptance of funds under this MOU acts as acceptance of the authority of the State Auditor's office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's office, THECB or any auditors selected by the United States to conduct an audit or investigation in connection with those funds. The Parties further agree to cooperate fully in the conduct of the audit or investigation, including promptly providing all records requested.

### **Sovereign Immunity**

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

### **Applicable Law**

This MOU shall be governed by the laws of the State of Texas.

### **Dispute Resolution**

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

### **Trademark**

The Parties certify and acknowledge that the Advise TX<sup>®</sup> and the Advise TX College Advising Corps<sup>®</sup> word marks and logos are the trademarks or registered trademarks of THECB. The University and Bryan ISD are responsible for including the trademark registration notice (®) on the trademarks.

### **Amendments**

This MOU may be modified only by written amendment executed by the Parties hereto.

### **Termination or option to individually opt out of program participation**

THECB and/or the University may, by written notice to the Parties, immediately terminate this MOU for cause if any of the Parties fail to comply fully with any term or condition of this MOU, through no material fault of THECB and/or the university. THECB and/or the university may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and to the extent that THECB and/or the university is unable to obtain additional funds for such purpose. All provisions regarding FERPA, the right to audit, and dispute resolution shall survive the termination of this MOU for any reason whatsoever and shall remain in full force and effect.

9.P. Discuss and Consider Approval of Special Education Contracted Services Over \$50,000

## **Memo: Request for Reallocation of Funds for Special Education Services and Evaluations**

### **Background:**

The District is currently facing a critical shortage in speech services, special education evaluation support, and services for students with visual impairment. The district currently has six Speech Language Pathologists (SLPs) / Speech Language Pathologist Assistants (SLPAs) vacancies, one school psychologist vacancy, and one teacher of the visually impaired. These positions are essential to serve the increased number of students requiring speech services and to maintain compliance with special education evaluations.

### **Proposal:**

In response to this need, the special education administration is proposing a cost-neutral solution by redirecting unspent salary funds from these vacant positions toward contracted services. Rather than selecting a single vendor, the District will consider a pool of approved providers to identify and hire the most qualified candidates. This approach allows the District to remain flexible and responsive in selecting individuals who best meet student needs. Contracts under this general pool can be terminated with a 20-day notice upon the hiring of a district employee. The District seeks approval for contracted services for:

- 6 SLP/SLPAs = \$486,000
- 1 School Psychologist = \$87,000
- 1 Teacher of the Visually Impaired = \$62,000

The total request for special education contracted services is not to exceed \$635,000, which may be reduced if the District is able to fill any of the vacancies with new hires. The District will utilize vendors they have successfully used in previous years, such as the vendors below:

- Candor
- Stepping Stones
- Parallel
- National Recruiting

### **Recommendation:**

The special education administration recommends approval of the requested contracted services not to exceed \$635,000 in total. This strategy ensures the District remains in compliance while addressing student service needs through a flexible, cost-neutral approach.

9.Q. Consider Approval of a Resolution Updating the Signers on the TexPool Accounts



# Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. This document supersedes all prior Authorized Representative forms.

## \* Required Fields

### 1. Resolution

#### WHEREAS,

Bryan Independent School District

7 7 1 7 8

Participant Name\*

Location Number\*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Stefanie Brumfield Director of Financial Services

Name

Title

9 7 9 2 0 9 1 0 4 1

Phone

Fax

stefanie.brumfield@bryanisd.org

Email

Stefanie Brumfield

Signature

2. Melissa Martin Assistant Director of Financial Services

Name

Title

9 7 9 2 0 9 1 0 4 8

Phone

Fax

melissa.martin@bryanisd.org

Email

Melissa Martin

Signature

3. Norma Friddle Assistant Superintendent of Business Services

Name

Title

9 7 9 2 0 9 1 0 1 4

Phone

Fax

norma.friddle@bryanisd.org

Email

Norma Friddle

Signature

1. Resolution (continued)

4.

Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Stefanie Brumfield

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the  day of  , 2 0

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant\*

SIGNED

Signature\*

Printed Name\*

Title\*

ATTEST

Signature\*

Printed Name\*

Title\*

2. Delivery Instructions

Please return this document to TexPool Participant Services:

Email: texpool@dstsystems.com

Fax: 866-839-3291

**10. Action Items**

10.A. Consider Approval of Budget Amendments for the General Fund, Debt Service Fund, and Food Service Fund for the Year Ended June 30, 2025

**Bryan Independent School District**  
**Summary of Budgeted Funds**  
**For the Year Ending June 30, 2025**

	General Fund	Debt Service Fund	Food Services	06/30/25 Totals
<b>Revenues:</b>				
Local and Intermediate Sources	\$ 90,013,000	\$ 37,948,928	\$ 545,000	\$ 128,506,928
State Programs	86,197,000	3,117,250	45,000	89,359,250
Federal Programs	6,650,000	0	11,545,000	18,195,000
<b>Total Revenues</b>	<b>\$ 182,860,000</b>	<b>\$ 41,066,178</b>	<b>\$ 12,135,000</b>	<b>\$ 236,061,178</b>
<b>Expenditures:</b>				
11 Instructional	117,251,809			\$ 117,251,809
12 Instructional Resources	1,579,568			1,579,568
13 Instructional Staff Development	3,577,100			3,577,100
21 Instructional Leadership	3,835,529			3,835,529
23 Campus Administration	11,197,614			11,197,614
31 Guidance and Counseling	7,004,204			7,004,204
32 Social Work Services	481,390			481,390
33 Health Services	1,984,324			1,984,324
34 Student Transportation	7,921,236			7,921,236
35 Food Services	25,000		11,585,000	11,610,000
36 Cocurricular / Extracurricular	4,040,419			4,040,419
41 General Administration	4,761,099			4,761,099
51 Plant Maint. And Operations	16,509,790		550,000	17,059,790
52 Security and Monitoring	1,703,426			1,703,426
53 Data Processing Services	2,681,296			2,681,296
60 Community Services	113,121			113,121
71 Debt Services	835,000	39,896,421		40,731,421
81 Facilities Acquisition & Constr.	0			0
95 Juvenile Justice AEP	60,000			60,000
97 Tax Incremental Financing	0			0
99 Intergovernmental Charges	1,308,875			1,308,875
<b>Total Expenditures</b>	<b>\$ 186,870,800</b>	<b>\$ 39,896,421</b>	<b>\$ 12,135,000</b>	<b>\$ 238,902,221</b>
Other Resources	\$ -	\$ -	\$ -	\$ -
Other Uses	\$ (2,000,000)	\$ -	\$ -	\$ (2,000,000)
<b>Net Other Resources and Uses</b>	<b>\$ (2,000,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (2,000,000)</b>
<b>Net Affect on Fund Balance</b>	<b>\$ (6,010,800)</b>	<b>\$ 1,169,757</b>	<b>\$ -</b>	<b>\$ (4,841,043)</b>

**Budget Amendment Details  
06/16/25 For Fiscal Year End June 30, 2025**

**General Fund - Summary of Changes**

	<b>Budget</b>	<b>Proposed Amended</b>	<b>Increase (Decrease)</b>	<b>%</b>	<b>Notes</b>
<b>Revenue:</b>					
Local & Intermediate Sources	\$ 90,213,000	\$ 90,013,000	\$ (200,000)	0%	Increase in investment earnings/ Decrease in property tax revenue due to increased homestead exemption
State Programs	\$ 74,890,000	\$ 86,197,000	\$ 11,307,000	15%	TIA funds for designated teachers, add'l state funding for ADA adjustment and TRS on behalf
Federal Programs	\$ 5,650,000	\$ 6,650,000	\$ 1,000,000	18%	Add'l SHARS and indirect cost revenue
Other Resources	\$ 0	\$ 0	\$ -	0%	
	<b>\$ 170,753,000</b>	<b>\$ 182,860,000</b>	<b>\$ 12,107,000</b>		
<b>Expenditures:</b>					
11 -Instructional	\$ 107,736,309	\$ 117,251,809	\$ 9,515,500	9%	TIA payouts; increase in TRS on behalf and adjustments for fiscal year end change
12 -Instructional Resources	\$ 1,654,568	\$ 1,579,568	\$ (75,000)	-5%	Transfer to align budget with expected actual expenditures and adjustment for fiscal year end change
13 -Instructional Staff Development	\$ 3,177,100	\$ 3,577,100	\$ 400,000	13%	Transfer to align budget with expected actual expenditures and adjustment for fiscal year end change
21-Instructional Leadership	\$ 4,335,529	\$ 3,835,529	\$ (500,000)	-12%	Transfer to align budget with expected actual expenditures and adjustment for fiscal year end change
23-Campus Administration	\$ 11,197,614	\$ 11,197,614	\$ -	0%	Transfer to align budget with expected actual expenditures and adjustment for fiscal year end change
31-Guidance and Counseling	\$ 6,504,204	\$ 7,004,204	\$ 500,000	8%	Transfer to align budget with expected actual expenditures and adjustment for fiscal year end change
32-Social Work Services	\$ 231,390	\$ 481,390	\$ 250,000	108%	Increase in services transferred to State Comp Ed from ESSER on closeout.
33-Health Services	\$ 2,059,324	\$ 1,984,324	\$ (75,000)	-4%	Transfer to align budget with expected actual expenditures and adjustment for fiscal year end change
34-Student Transportation	\$ 7,921,236	\$ 7,921,236	\$ -	0%	Transfer to align budget with expected actual expenditures and adjustment for fiscal year end change
35-Food Services	\$ 25,000	\$ 25,000	\$ -	0%	
36-Cocurricular / Extracurricular	\$ 4,240,419	\$ 4,040,419	\$ (200,000)	-5%	Transfer to align budget with expected actual expenditures and adjustment for fiscal year end change
41-General Administration	\$ 4,685,099	\$ 4,761,099	\$ 76,000	2%	Transfer to align budget with expected actual expenditures and adjustment for fiscal year end change
51-Plant Maint. And Operations	\$ 16,509,790	\$ 16,509,790	\$ -	0%	Transfer costs of disinfecting /sanitizing to ESSER III, and adjustment for fiscal year end change
<b>Total Change in Expenditures</b>	<b>\$ 176,979,300</b>	<b>\$ 186,870,800</b>	<b>\$ 9,891,500</b>		
Other Uses		\$ 2,000,000	\$ 2,000,000		Transfer to Group Benefits-Health Care
<b>Total Changes in Expenses</b>	<b>\$ 176,979,300</b>	<b>\$ 188,870,800</b>	<b>\$ 11,891,500</b>		

**Net Effect on Fund Balance      \$ (6,226,300)    \$ (6,010,800)    \$ 215,500**





10.B. Consider Approval of a Resolution for the Commitment of Fund Balance for the Year Ending June 30, 2025

10.C. Consider Approval of Purchase Over \$50,000 for Armed Security Guards

**Second Amendment to TNT Security Solutions  
Security Services Agreement- Bryan ISD**

This Second Amendment to Security Services Agreement ( “**Second Amendment**”) is executed on \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between TNT Security Solutions LLC, a Texas Limited Liability Company (the “**Contractor**”), having a business address of 214 S. Magnolia St., Hearne, Texas and the Bryan Independent School District, having an address of 801 S. Ennis St, Bryan, Texas (the “**Client**”, or the “**District**”) (Contractor and Client, collectively, the “**Parties**”, or individually, a “**Party**”).

Recitals:

- A. The Parties previously entered into a Security Services Agreement with an effective date of August 28, 2023 (the “**Agreement**”), and executed a First Amendment to the Agreement with an effective date on or around July 25, 2024 (the “**First Amendment**”).
- B. Pursuant to section 9.3 of the Agreement, the Parties wish to further amend the Agreement, as amended by the First Amendment, according to the terms hereinbelow, by executing this Second Amendment.

The Parties agree as follows:

- 1. Any reference to the Agreement herein shall mean the original Agreement between the Parties dated August 28, 2023, as amended by the First Amendment. All other terms defined in the Agreement shall retain the same meaning unless specifically stated otherwise herein.
- 2. All terms and provisions in the Agreement not specifically amended herein shall remain unmodified by this Second Amendment and in effect.
- 3. Exhibit B to the Agreement is amended to read as shown in the exhibit which is attached to this Second Amendment and incorporated herein for all purposes as “**Exhibit B**”.
- 4. This Second Amendment may be executed in multiple counterparts and delivered by electronic transmission of such executed counterpart, each of which shall be deemed an original and all of which together shall constitute one instrument, and may only be amended, modified or supplemented by an agreement in writing signed by each Party. Any of the terms hereof may be waived only by a written document signed by the Party waiving compliance with the term.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the date first above written.

*[the next page is the signature page]*

**“CONTRACTOR”**

**TNT Security Solutions, LLC**

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By: Tracy Laco, President

**“CLIENT”**

**Bryan Independent School District**

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By: Ginger Carrabine, Superintendent

**Exhibit B**  
to TNT Security Solutions Security Services Agreement- Bryan ISD  
(as Amended by the Second Amemdment)

**FEE SCHEDULE (EFFECTIVE AS OF JULY 31, 2025)**

<b>Location</b>	<b>Address</b>	<b>Minimum Shift*</b>	<b>Base Hourly Rate Armed Security Guards**</b>	<b>Shift Hours and Days***</b>	<b>Total days per Term****</b>
TBD- Training Period	TBD	n/a	\$37.60**	8 hrs per day per Guard	15
Bonham Elementary	3100 Wilkes Drive, Bryan, TX 77803	5 hours*	\$37.60**	720a-320p, M-Fri***	170*****
Bowen Elementary	3870 Copperfield Dr, Bryan, TX 77802	5 hours*	\$37.60**	720a-320p, M-Fri***	170*****
Branch Elementary	2040 W. Villa Maria Rd., Bryan, TX 77807	5 hours*	\$37.60**	720a-320p, M-Fri***	170*****
Crockett Elementary	401 Elm Ave., Bryan, TX 77801	5 hours*	\$37.60**	720a-320p, M-Fri***	170*****
Fannin Elementary	1200 Baker Ave. Bryan, TX 77803	5 hours*	\$37.60**	720a-320p, M-Fri***	170*****
Henderson Elementary	801 Matous St. Bryan, TX 77802	5 hours*	\$37.60**	720a-320p, M-Fri***	170*****
Houston Elementary	4501 Canterbury Drive Bryan, TX 77802	5 hours*	\$37.60**	720a-320p, M-Fri***	170*****
Johnson Elementary	3800 Oak Hill Drive Bryan, TX 77802	5 hours*	\$37.60**	720a-320p, M-Fri***	170*****
Jones Elementary	1400 Pecan Bryan, TX 77803	5 hours*	\$37.60**	720a-320p, M-Fri***	170*****
Kemp-Carver Elementary	750 Bruin Trace Bryan, Texas 77803	5 hours*	\$37.60**	720a-320p, M-Fri***	170*****
Mitchell Elementary	2500 Austin's Colony Pkwy Bryan, TX 77808	5 hours*	\$37.60**	720a-320p, M-Fri***	170*****
Navarro Elementary	4619 Northwood Dr. Bryan, TX 77803	5 hours*	\$37.60**	720a-320p, M-Fri***	170*****
Neal Elementary	801 W. Martin Luther King, Jr. Street Bryan, TX 77803	5 hours*	\$37.60**	720a-320p, M-Fri***	170*****
Ross Elementary	3300 Parkway Terrace Bryan, TX 77802	5 hours*	\$37.60**	720a-320p, M-Fri***	170*****
Bryan Collegiate High School	1901 E. Villa Maria Rd., Bryan, TX 77802	5 hours*	\$37.60**	750a-405p, M-Thurs; 750a-205p Fri***	170*****
Extra Duty Assignments (as requested by Client)	Locations TBD	3 hours*	\$37.60** (\$70 for off duty Law Enforcement Officers)	TBD as requested	TBD as requested

\*Client shall be invoiced and pay the full amount of the Minimum Shift, unless Contractor decides otherwise at its sole discretion, even if Security Guard is not needed for entire shift.

\*\*The Base Hourly Rate is subject to increase for a Late Change, Holiday Rate, and Overtime Rate, if applicable.

\*\*\*Additional Shifts, hours, and/or days may be added by agreement of the Parties, subject to the Late Change and Overtime Rates. Unless otherwise agreed by the Parties: on days when students will not be in school due to scheduled holidays on the Bryan ISD calendar, no shifts will be scheduled; on days when school is released early according to the Bryan ISD calendar, the scheduled shifts will be modified to end 15 minutes after such scheduled early release time; in the

**Exhibit B**

to TNT Security Solutions Security Services Agreement- Bryan ISD  
(as Amended by the Second Amemdment)

*event a school day is shortened or cancelled unexpectedly due to weather or other emergent situation, Client shall only be billed for the amount of time actually worked, subject to the Minimum Shift requirement.*

*\*\*\*\* The total days per Term may be increased by agreement of the Parties, subject to the Late Change and Overtime Rates, or reduced due to the cancellation of in-person classes if such cancelled in-person classes are not rescheduled.*

10.D. Consider Approval of the Budget for the Year Ending June 30, 2026, for the General Fund, Debt Service Fund, and Food Service Fund

**BRYAN INDEPENDENT SCHOOL DISTRICT**

**2025-26 PROPOSED BUDGET**

**June 16, 2025**

**BOARD OF TRUSTEES**

David Stasny, President  
Felicia Benford, Vice President  
Joel Bryan, Secretary

Ruthie Waller, Member  
Dr. Julie Harlin, Member  
Leo Gonzalez, Member  
David Stennis, Member

**ADMINISTRATION**

Ginger Carrabine, Superintendent of Schools  
Dr. Brian Merrell, Deputy Superintendent  
Dr. Barbara Ybarra, Associate Superintendent of Teaching & Learning  
Norma Friddle, Assistant Superintendent of Business Services

**Bryan Independent School District  
Summary of Budgeted Funds  
For the Year Ending June 30, 2026**

	General Fund	Debt Service Fund	Food Services	06/30/26 Totals
<b>Revenues:</b>				
Local and Intermediate Sources	\$ 84,458,520	\$ 36,999,168	\$ 460,000	\$ 121,917,688
State Programs	92,685,430	3,092,464	45,000	95,822,894
Federal Programs	775,000	0	13,075,000	13,850,000
<b>Total Revenues</b>	<b>\$ 177,918,950</b>	<b>\$ 40,091,632</b>	<b>\$ 13,580,000</b>	<b>\$ 231,590,582</b>
<b>Expenditures:</b>				
11 Instructional	108,611,760			\$ 108,611,760
12 Instructional Resources	1,728,628			1,728,628
13 Instructional Staff Development	4,195,269			4,195,269
21 Instructional Leadership	3,510,012			3,510,012
23 Campus Administration	12,142,569			12,142,569
31 Guidance and Counseling	8,060,686			8,060,686
32 Social Work Services	348,200			348,200
33 Health Services	2,265,913			2,265,913
34 Student Transportation	8,383,922			8,383,922
35 Food Services	2,500		13,531,858	13,534,358
36 Cocurricular / Extracurricular	3,803,120			3,803,120
41 General Administration	5,360,408			5,360,408
51 Plant Maint. And Operations	19,115,228		550,000	19,665,228
52 Security and Monitoring	2,106,971			2,106,971
53 Data Processing Services	2,698,778			2,698,778
61 Community Services	107,746			107,746
71 Debt Services	835,000	40,091,632		40,926,632
81 Facilities Acquisition & Constr.	0			0
95 Juvenile Justice AEP	60,000			60,000
97 Tax Incremental Financing	0			0
99 Intergovernmental Charges	1,325,000			1,325,000
<b>Total Expenditures</b>	<b>\$ 184,661,710</b>	<b>\$ 40,091,632</b>	<b>\$ 14,081,858</b>	<b>\$ 238,835,200</b>
Other Resources	\$ -	\$ -		\$ -
Other Uses	\$ -	\$ -	\$ -	\$ -
<b>Net Other Resources and Uses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Affect on Fund Balance</b>	<b>\$ (6,742,760)</b>	<b>\$ -</b>	<b>\$ (501,858)</b>	<b>\$ (7,244,618)</b>

The accompanying notes are an integral part of the budget

---

Ginger Carrabine, Superintendent

Approved this \_\_\_\_\_ day of June, 2025

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David Stasny, President, Board of Trustees

## Notes to the Proposed Budget – Year Ending June 30, 2026

### General Fund:

Each year certain estimates or assumptions must be made to establish a budget. For 2025-26, the following were used:

- |                                |  |
|--------------------------------|--|
| • Student Enrollment Growth    | No change from prior year                              |
| • Property value growth        | 11% (net of the 313 adjustment)                        |
| • M&O tax rate                 | \$0.6565/per \$100 of valuation (will be set Aug 2025) |
| • Debt tax rate                | \$0.2700/per \$100 of valuation (will be set Aug 2025) |
| • Property Tax Collection Rate | 98%  |

A summary of additions/reductions to the 2025-26 budget are as follows:

- Compensation will be addressed with a budget amendment after more guidance is issued from TEA regarding the new and expanded allotments
- Retention stipends previously paid with ESSER funds have been removed
- General Inflation (3% for non-payroll categories)
- Decrease for vacant administrative/clerical & auxiliary positions not replaced at this time
- Decrease in teaching positions through attrition resulting from restructure of master schedules at secondary levels and minimal changes to elementary class sizes at some grade levels
- Decrease due to reduced travel and energy conservation programs

The General Fund budget was prepared at the estimated tax rate of \$0.6565 per \$100 of valuation.

	<u>2024-25</u>	<u>2025-26</u>
Maintenance & Operations	\$0.6792	\$0.6565
Debt Service	\$0.2700	\$0.2700
Total	\$0.9492	\$0.9265

The total ad valorem tax rate is estimated at this time for illustration purposes. The actual rate will be determined in August 2025 and adopted by September 2025.

The proposed budget will result in an estimated shortfall of \$6.7 million for the general fund.

(The above is a summary of major changes in the budget. It is not intended to be an all-inclusive list.)

10.E. Consideration and Possible Action to Select the Delivery Method Providing the Best Value for the Wayfinding & Graphics, Door Hardware, and Exterior Waterproofing Repairs and Maintenance, and to Authorize the Superintendent or her Designee to take all Action for the Procurement of such Services Pursuant to Statute and Board Policy

10.F. Discuss and Consider Approval of the School Leaders' Liability Insurance Annual Renewal

**Risk Specialists Companies Insurance Agency, Inc.**  
**d/b/a RSCIA in NH, UT & VT**

**CA Surplus Lines License #: 0G29322**



May 14, 2025

Jordan Points

**CRC INSURANCE SERVICES, LLC**  
**13737 NOEL ROAD 10TH FLOOR**  
**DALLAS, TX 75240**

**Insured: BRYAN INDEPENDENT SCHOOL DISTRICT**  
**801 S. ENNIS ST.**  
**BRYAN, TEXAS 77803**

**Insurance Carrier: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**  
**1271 AVE OF THE AMERICAS, FL 37, NEW YORK, NY, 10020-1304**

**Policy: LEADERS RISK PROTECTOR**  
**SUBMISSION #: 58531362**  
**REPLACEMENT OF POLICY #: 01-541-35-91**  
**POLICY PERIOD: FROM 07/01/2025 TO 07/01/2026**

Dear Jordan:

Per your request for a Leaders Risk Protector quote, and based upon the information submitted, we are pleased to quote the following

Limit of Liability	\$5,000,000
Total Premium	\$63,764

<b>School Entity Errors and Omissions Insurance</b>	
Sublimit of Liability	\$5,000,000
IEP Hearing Sublimit of Liability	\$100,000
Retention	\$50,000
IEP Hearing Retention	\$50,000 For each IEP Hearing
Continuity Date	November 30, 2002
Retroactive Date	Full prior Acts

<b>School Entity Employment Practices Liability Insurance</b>	
Sublimit of Liability	\$5,000,000
Retention	\$100,000
Continuity Date	November 30, 2002
Retroactive Date	Full prior Acts

<b>CrisisFund®</b>	
Sublimit of Liability	\$ 25,000
Retention	Not Applicable
Continuity Date	November 30, 2002
Retroactive Date	Not Applicable

<b>Covered Entities</b>	
<b>Full Legal Name of Entity:</b>	<b>Type of Entity:</b>
BRYAN INDEPENDENT SCHOOL DISTRICT	School Entity

Leaders Risk Protector 108335 (03/12) will provide the basic contract. If you have not been previously provided with a copy of this policy form, a specimen is enclosed or will be provided at your request. Please read it carefully.

The following will be added to the basic policy:

#	Form #	Ed Dt	Title
1	108335	03/12	LRP Admitted GTC
2	108341	03/12	LRP - Crisis Fund Coverage Section
3	109223	03/12	SCHOOL ENTITY COVERAGE SECTION
4	109224	03/12	SCHOOL ENTITY EPL COVERAGE SECTION
5		12/99	2015 General LMG for Div 05

The following endorsements will be added to the basic policy:

#	Form #	Ed Dt	Title
1	119679	09/15	ECONOMIC SANCTIONS ENDORSEMENT
2	136220	04/20	ABSOLUTE CYBER CLAIMS EXCLUSION ENDORSEMENT SCHOOL ENTITY, EPL
3	138474	07/20	CHOICE OF SCHEDULED COUNSEL ENDT VARIABLE RATES; SPECIFIC FIRM - NO CLASS ACTION CLAIMS; STATE SPECIFIC Walsh Gallegos Kyle Robinson & Roalson PC 10370 Richmond Ave, Suite 1400 Houston, TX 77042 Partner Rate: \$220 per hour Associate Rate: \$190 per hour Paralegal Rate: \$80 per hour State of Texas
4	111733	10/12	CONDUCT EXCLUSION AMENDED (LIMITED IMPUTATION - SCHOOL ENTITY EPL)
5	136088	03/20	CONFIDENTIAL INFORMATION EXCLUSION ENDORSEMENT EPL SCHOOL ENTITY COVERAGE SECTION
6	109238	08/11	CORPORAL PUNISHMENT ENDORSEMENT (SCL)
7	131009	11/18	CrisisFund sublimit and Definition Amendatory Endorsement
8	109231	08/11	DEFENSE AND SETTLEMENT PROVISION AMENDATORY ENDORSEMENT (EPL (SCL))
9	109230	08/11	DEFENSE AND SETTLEMENT PROVISION AMENDATORY ENDORSEMENT (SCL)
10	132717	05/19	DEFENSE COSTS PROVISION AMENDED ENDORSEMENT SCHOOL ENTITIES - DEFENSE WITHIN THE LIMITS
11	124010	04/17	EPL PAK PREMIER ENDORSEMENT (EMPLOYMENT PRACTICES, LOSS PREVENTION AND RISK MANAGEMENT TOOLS)
12	111720	03/13	TEXAS AMENDATORY ENDORSEMENT
13	74802	03/20	TEXAS AMENDATORY ENDORSEMENT CANCELLATION AND NONRENEWAL
14	125595	03/17	FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT
15	78859	10/01	FORMS INDEX ENDORSEMENT

With respect to each Option above, the following will apply

Premium for Certified Acts of Terrorism Coverage under Terrorism Risk Insurance Act, as amended (TRIA): \$0 included in policy premium stated above. Any coverage provided for losses caused by an act of terrorism as defined by TRIA (TRIA Losses) may be partially reimbursed by the United States under a formula established by TRIA as follows: 80% of TRIA Losses in excess of the insurer deductible mandated by TRIA, the deductible to be

based on a percentage of the insurer's direct earned premiums for the year preceding the act of terrorism.

The TRIA disclosure is attached hereto.

**IMPORTANT : READ CAREFULLY**

This quote is strictly conditioned upon no material change in the risk occurring between the date of this letter and the inception date of the proposed policy. In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quote has been already accepted by the Insured, modify and/or withdraw this quote.

This quote will remain open until the earliest of the following dates: (1) 30 days from the date of this letter; (2) the effective date of the quoted policy; or (3) the date of any withdrawal of this quote by the Insurer pursuant to any terms of this quote providing for such withdrawal.

Before this account can be bound, your broker's license number and expiration date for the state of Texas will be required.

Thank you for the opportunity to quote this account. Policy highlights are attached for your review. Please note that this quotation contains only a general description of coverages provided. For a detailed description of the terms of the policy, you must refer to the policy itself and any endorsements quoted. If you have any questions about this quote, please do not hesitate to call. We would also be pleased to meet with you and your client to answer any questions they may have.

# POLICYHOLDER DISCLOSURE

## NOTICE OF TERRORISM INSURANCE COVERAGE (COVERAGE INCLUDED)

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0, and does not include any charges for the portion of losses covered by the United States government under the Act.

10.G. Discuss and Consider Approval of a Purchase Over \$50,000 for Excess Workers' Compensation Insurance



Ph:  
[www.rtspecialty.com](http://www.rtspecialty.com)

## INSURANCE QUOTATION

The carrier shown below has issued a quotation for insurance, and we are pleased to present this Quotation Confirmation of the carrier's terms, conditions, and limitations for you to review with the Insured. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the carrier's terms, conditions, and limitations, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurance Company Underwriters. Coverage cannot be affected, amended, extended, or altered through the issuance of certificates of insurance.

This insurance quotation summarizes a proposed policy and is not intended to reflect all the terms and conditions or exclusions of such proposed policy. The insurance to be afforded by the proposed policy will be subject to all the terms, exclusions and conditions of such policy.

<b>DATE ISSUED:</b>	May 28, 2025
<b>PRODUCER:</b>	Hub International Texas, Inc. : Sally White
<b>FROM:</b>	RT Specialty / Christopher Connacher
<b>INSURED:</b>	Bryan Independent School District 801 S Ennis St Bryan, TX 77803
<b>INSURER:</b>	Midwest Employers Casualty Company - Admitted
<b>COVERAGE:</b>	Excess Workers Compensation
<b>POLICY FORM:</b>	See Carrier Quote
<b>POLICY PERIOD:</b>	7/1/2025 to 7/1/2026
<b>LIMITS OF LIABILITY:</b>	\$1,000,000      Employers Liability Limit
<b>RETENTION:</b>	\$400,000      Specific Retention
<b>RATE:</b>	Adjustable at a rate of \$0.0501 per \$100 of Payroll
<b>PREMIUM:</b>	\$71,086.00
<b>TOTAL:</b>	\$71,086.00
<b>TRIA/TERRORISM:</b>	INCLUDED



Ph:  
[www.rtspecialty.com](http://www.rtspecialty.com)

**SUBJECTIVITIES:**

1. MECC must be notified of any aircraft changes occurring during the policy period  
There are subjectivities that: 1) must be complied with or resolved before the contract becomes binding, 2) apply both before or after inception, compliance with which is a condition of all or part of the coverage; and 3) apply after the formation of the contract as conditions of continued coverage.

**SPECIAL CONDITIONS / OTHER COVERAGES:**

90% MINIMUM EARNED PREMIUM AT INCEPTION  
PREMIUM IS 100% MINIMUM AND DEPOSIT  
NO FLAT CANCELLATIONS  
ALL FEES ARE FULLY EARNED AT INCEPTION

For RT Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, RT Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

**ALL OTHER TERMS AND CONDITIONS APPLY PER FORM**

**BINDING INSTRUCTIONS**

IF COVERAGE IS ELECTED, THE FOLLOWING ITEMS MUST BE SUBMITTED:

Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected or updated information creating a material difference from the previously provided underwriting material is received. This quote summary, the fees quoted and our advice, is confidential. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.

**We will need a written request in order to bind coverage.** If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will govern the Insurer's quote.

**PREMIUM PAYMENT IS DUE WITHIN TWENTY (20) DAYS FROM EFFECTIVE DATE UNLESS OTHERWISE STIPULATED.**

Christopher Connacher  
**AUTHORIZED REPRESENTATIVE**

If coverage is on a non-admitted basis the following will apply:

**TAXES & FEES:**

State Surplus Lines Taxes & Fees must be added to annual premium. **Agent RT Specialty is responsible for all filings.**

**IMPORTANT NOTE:** The Home State of the Named Insured shall be determined in accordance with the provisions of the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, *etc.* ("NRRA"), and the applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Taxes are provisional based on the insureds acceptance of TX as their home state.



## Excess Workers Compensation Quotation Sheet

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 07/01/2025

Insured: Bryan Independent School District

Quote Date: 05/28/2025

Policy #: EWC008442

Quote Expiration Date: 60 Days

POLICY TERMS	QUOTE OPTIONS				
	0257103	0257209			
<b>Named States</b>	TX	TX			
<b><u>SPECIFIC:</u></b>					
<b>Specific Limit</b>	STATUTORY	STATUTORY			
<b>Specific Retention</b>	\$400,000	\$400,000			
<b><u>EMPLOYERS LIABILITY:</u></b>					
<b>Employers Liability Limit</b>	\$1,000,000	\$1,000,000			
<b>Employers Liability Retention</b>	See Specific	See Specific			
<b><u>AGGREGATE:</u></b>					
<b>Aggregate Limit</b>	NA	NA			
<b>Aggregate Retention</b>	NA	NA			
<b>Estimated Aggregate Retention</b>	NA	NA			
<b>Minimum Aggregate Retention</b>	NA	NA			
<b><u>RATING BASE:</u></b>					
<b>Est. Annual Payroll</b>	\$141,889,071	\$141,889,071			
<b>Est. Annual Manual Premium</b>	\$347,612	\$347,612			
<b>Length of Policy (Years)</b>	1.000000	2.000000			
<b>Est. Policy Normal Premium</b>	\$347,612	\$695,224			
<b>Rate per \$100 of Payroll</b>	0.0501	0.0501			
<b><u>PREMIUM:</u></b>					
<b>Total Est Policy Prd Premium (including Flat Charges)</b>	\$71,086	\$142,172			
<b>Policy Minimum Premium</b>	\$63,978	\$127,956			
<b>Deposit Premium</b>	\$71,086	\$71,086			
<b>Deposit Flat Charge(s)</b>	NA	NA			
<b><u>Total Deposit Due</u></b>	\$71,086	\$71,086			
<b>Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)</b>	\$2,133	\$2,133			

**CONDITIONS / COMMENTS:**

\* MECC must be notified of any aircraft changes occurring during the policy period.



**Endorsement Schedule  
Quotation**

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 07/01/2025

Insured: Bryan Independent School District  
Policy #: EWC008442

Quote Date: 05/28/2025  
Quote Expiration Date: 60 Days

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Quote Option(s) 0257209 Include(s) the following Endorsements:

CMB-187 Two Year Policy Short Rate Table  
ISI-285 More Than One Premium Adjustment

The following endorsements apply to all quote options:

CMB-11 Amendment to Schedule Item 11  
CMB-199 Policyholder Disclosure Notice of Terrorism Insurance  
ISI-215 Cash Flow Protection - \$200,000 \$200,000 \$200,000  
ISI-254-EXC Aircraft Exclusion  
CMB-TX Texas Important Notice  
ISI-TX-A Texas - Governmental Entities  
CMB-TX-EL Texas Employers Liability

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is shown below, and does not include any charges for the portion of losses covered by the United States government under the Act.

Quote Option	<u>0257103</u>	<u>0257209</u>
TRIA Charge:	\$2,133	\$2,133
	<u>                    </u>	<u>                    </u>

Name of Insurer: Midwest Employers Casualty Company

Name of Insured: Bryan Independent School District

Endorsement Effective:

Policy No.:

Named Insured:

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Aircraft Exclusion Endorsement

This Policy does not cover any Loss arising out of the ownership, maintenance, operation or use of any aircraft that is leased, owned (in whole or in part) or operated by you, your executive officer(s), director(s), Employee(s), parent company or subsidiary. This exclusion does not apply to regularly scheduled commercial airlines or chartered aircraft.

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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Amendment to Schedule Item 11

Schedule Item 11 is amended to read as follows:

11. Classification of Operations:

Total Manual Premium:  
(a) Experience Modification Factor:  
(b) Other Modification Factor:  
Normal Premium:

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

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Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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Cash Flow Protection Endorsement

Subject to our Specific Limit of Indemnity as shown in Schedule Items 7(a) and 8(a), we will indemnify you for Loss paid by you for each accident or each Employee for disease under Part One of this Policy in excess of the retention amounts shown below.

For purposes of this endorsement, "disease exposure date" shall mean the Employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease.

1. The first \_\_\_\_\_ paid by you during the first twelve (12) months from the accident date or disease exposure date.
2. The first \_\_\_\_\_ paid by you during the second twelve (12) months from the accident date or disease exposure date.
3. The first \_\_\_\_\_ paid by you during the third twelve (12) months from the accident date or disease exposure date.

With respect to the retention amounts as set forth in items 1-3 above, medical benefits or rehabilitation expenses shall be deemed to be paid upon the date the medical or rehabilitation service is furnished.

At the end of thirty-six (36) months from the accident date or disease exposure date, your Specific Retention as shown in Schedule Item 6 applies. Payments made by you during this thirty-six (36) month period shall be applied to this Specific Retention.

If you have not retained the full amount of Loss shown in Schedule Item 6 at the end of thirty-six (36) months from the accident date or disease exposure, or earlier if your liability is terminated, in whole or in part, either by settlement, dismissal, death, or operation of law, you agree to reimburse us for payments we have made to you up to the difference between your Specific Retention as shown in Schedule Item 6 and the amount you have actually retained under this endorsement.

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

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Endorsement Effective:

Policy No.:

Named Insured:

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**More Than One Premium Adjustment Endorsement**

Part Five – Premium of the Policy is amended to read as follows:

**PART FIVE - PREMIUM**

**A. Deposit and Adjustment Premiums.** At the beginning of each Payroll Reporting Period set forth in Schedule Item 12, you must pay us the Deposit Premium and any flat charges shown in the Schedule.

1. At the end of each Payroll Reporting Period set forth in Schedule Item 12 you shall owe us the amount by which the Final Premium is greater than the Deposit Premium.;
2. At the end of the last Payroll Reporting Period, if the sum of the Deposit Premiums for all Payroll Reporting Periods is greater than the sum of the Final Premiums for all Payroll Reporting Periods, we shall owe you the difference.

**B. Payroll Report.** Within forty-five (45) days after the end of each Payroll Reporting Period, you must send us a report showing the amount of Payroll earned by your Employees during the Payroll Reporting Period. The report must show Payroll separately for each classification identified in Schedule Item 11.

**C. Final Premium.** The Final Premium due to us for each Payroll Reporting Period shall be computed as shown in Schedule Item 12(a).

Normal Premium means the sum of the products of your audited Payroll within each classification shown in Schedule Item 11 for each State named in Schedule Item 3 multiplied by the rate shown in Schedule Item 11 for the respective classification, the product of which shall be further multiplied by the Experience Modification Factor shown in Schedule Item 11(a) and/or any Other Modification Factor shown in Schedule Item 11(b).

Unless this Policy is cancelled, Final Premium shall be at least the Minimum Premium shown in the Schedule.

When determining Final Premium, any flat charges shown in the Schedule are not subject to additional computations or modification factors.

If we cancel this Policy, Final Premium shall be calculated pro rata based on the time this Policy was in force. Final Premium shall not be less than the pro rata share of the Minimum Premium shown in the Schedule.

If you cancel this Policy, you owe us the Final Premium due for all Payroll Reporting Periods. Final Premium shall be more than pro rata; it shall be based on the time this Policy was in force, and increased by the customary short rate table and procedure. Final Premium shall not be less than the Minimum Premium shown in the Schedule.

If this Policy is automatically cancelled because of the loss of your duly qualified self-insurer status as stated in Section A. Self-Insurance of the General Section of this Policy, you owe us the Final Premium due for all Payroll Reporting Periods. Final Premium shall be more than pro rata; it shall be based on the time this Policy was in force, and increased by the customary short rate table and procedure. Final Premium shall not be less than the total Minimum Premium shown in the Schedule.

The Final Premium due to us shall not be reduced by the existence of any other insurance, reinsurance, indemnity agreement or other reimbursement agreement protecting you against Loss covered by this Policy.

Endorsement Effective:

Policy No.:

Named Insured:

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**D. Payroll** means the gross pay of your Employees for each Payroll Reporting Period plus other amounts and items earned by your Employees as part of their pay for each Payroll Reporting Period. Payroll also includes:

1. Gross pay plus other amounts and items earned by your officers if covered under this Policy;
2. The contract price for materials and services performed by any individual deemed to be your Employee for liability purposes under the Workers' Compensation Law, if you do not have Payroll records for this individual; and
3. Assigned Payroll attributed to volunteers for whom you are legally obligated to provide benefits under the Workers' Compensation Law. Assigned Payroll means:
  - a. For volunteers other than volunteer firefighters and volunteer police officers, the federal minimum hourly wage as of the effective date of this Policy multiplied by the hours worked by the volunteers, unless the work performed by the volunteers is similar to work performed by a paid Employee who is receiving more than the federal minimum hourly wage, in which event the wage reported for the volunteer worker shall be the same as the wage reported for the paid Employee; and
  - b. For volunteer firefighters or volunteer police officers, the greater of \$12,500 per year or the same wage as reported for a paid Employee performing similar work shall be included in Payroll for each such volunteer firefighter or volunteer police officer.

Duties performed by volunteers shall be assigned to the classification code which the duties would be assigned to if performed by regular Employees.

No amount is included in Assigned Payroll for any volunteer worker who is not covered under the Workers' Compensation Law because Part One of this Policy does not apply with respect to that worker.

**E. Records.** You shall keep records of information needed to compute premium. You shall provide us with copies of those records when we ask for them.

**F. Audit.** Upon our request, you shall let us or our representatives examine and audit all your Payroll records. Payroll records include, but are not limited to, ledgers, journals, registers, vouchers, contracts, tax reports, Payroll and disbursement records, and programs for storing and retrieving data. The audits may be conducted during your regular business hours.

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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Policyholder Disclosure Notice of Terrorism Insurance Coverage Endorsement

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in your Policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

- A. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is: \$\_\_\_\_\_ and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: Midwest Employers Casualty Company

Policy Number:

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

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Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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Texas Endorsement – Governmental Entities

This endorsement applies only to coverage provided by this Policy because Texas is named in Item 3 of the Schedule Page.

Section C. Loss of Part One – Workers' Compensation Excess Indemnity is amended to read as follows:

**C. Loss** under Part One of this Policy means the amount actually paid by you, after deduction of any Recovery, for regular benefits provided under the Texas Workers' Compensation Act in effect on the date the accident or exposure to disease occurs. Loss shall include, but is limited to, the following payments:

1. Payments made by you as required by the Texas Workers' Compensation Act;
2. Payments due and owing by you under the Texas Workers' Compensation Act;
3. Payments made on your behalf by any form of security as required by the Texas Workers' Compensation Act or Texas Workers' Compensation Commission rules; and
4. Reimbursable Claim Handling Expense as defined in Part Four – Claims, Section L. of this Policy.

Section N. Commutation by Mutual Agreement of Part Four – Claims of this Policy is amended as follows:

**N. Commutation by Mutual Agreement.** With regard to any outstanding or unsettled Claims reported hereunder, either you or we may request that our liability for incurred Loss that exceeds the Specific Retention in Schedule Item 6 of this Policy be commuted. If there is mutual agreement between you and us that a commutation should be considered with regard to a Claim or Claims, then the following shall apply:

1. Within sixty (60) days after such mutual agreement to commute, you shall submit a statement of valuation for the outstanding Claim or Claims showing the elements considered reasonable to establish the commuted value of Loss.
2. The commuted value of Loss shall be calculated as the discounted present value of the Loss that exceeds the Specific Retention in Schedule Item 6, subject to the limits of liability shown in Schedule Items 7 and 8.
3. If the commuted value submitted by you is not acceptable to us, we may submit a counterproposal to you for commutation. If both you and we are unable to reach an agreement on the commuted value, then you and we shall either abandon the commutation effort or agree to mutually appoint an actuary or appraiser to investigate and determine the commuted value. If both you and we then agree to the commuted value arrived at by the actuary/appraiser, we shall pay the amount determined to be the commuted value of the Claim or Claims under this Policy.

Endorsement Effective:

Policy No.:

Named Insured:

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4. If the commuted value determined by the appraiser above is not acceptable to both you and us, then you and we shall either abandon the commutation effort or agree to settle any difference using a panel of three actuaries, one to be chosen by you and one chosen by us, and a third chosen by the two so chosen. If the two actuaries fail to agree on the selection of a third actuary within sixty (60) days of their appointment, each of them shall name two, of whom the other shall decline one and the decision shall be made by drawing lots. All the actuaries shall be regularly engaged in the valuation of workers' compensation claims and shall be Fellows or Associates in the Casualty Actuarial Society. None of the actuaries shall have a financial interest in nor be a current or former employee of you or us, and all of the actuaries shall be disinterested in the outcome of the commutation.

You and we shall each submit its case to its actuary within sixty (60) days of the appointment of the third actuary. The decision in writing of any two actuaries (from the panel of three), when filed hereto shall be final and binding on both you and us and we shall pay the amount so determined to be the commuted value of the Claim or Claims. The expense of the actuaries and of the commutation shall be equally divided between you and us. Said commutation shall take place in Texas, unless some other location is mutually agreed upon.

5. Payment by us of the commuted value of the Claim or Claims shall constitute full and final release of our liability for such Claim or Claims and your receipt of such payment shall constitute a full and final release of any and all obligations we have under this Policy.

Section I. Cancellation of Part Six – Conditions of this Policy is amended to read as follows:

**I. Cancellation and Non-Renewal.**

1. You may cancel or non-renew this Policy by notifying us and the authority shown below sixty (60) days prior to the cancellation or termination in the form and manner prescribed by the Commissioner.
2. We may cancel this Policy by mailing or delivering to you and the authority shown below, written notice of cancellation, stating the reason for cancellation, at least sixty (60) days before the effective date of the cancellation.

Texas Department of Insurance / Division of Workers' Compensation  
Attn: Workers' Compensation Commissioner  
7551 Metro Center Drive, Suite 100  
Austin, TX 78744

3. We may cancel only for one or more of the following reasons:
  - a. Fraud in obtaining coverage;
  - b. Failure to pay premiums when due;
  - c. An increase in hazard within your control which would produce an increase in rate;
  - d. Loss of our reinsurance covering all or part of the risk covered by this Policy; or
  - e. If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
4. If notice is mailed, proof of mailing will be sufficient proof of notice.

Endorsement Effective:

Policy No.:

Named Insured:

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5. If this Policy is cancelled, the Policy Period shall end at 12:01 A.M. on the cancellation date. This Policy does not apply to loss or liability which arises out of bodily injury by accident or bodily injury by disease that occurs after the effective date of such cancellation.
  6. We may elect not to renew this Policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this Policy solely because the policyholder is an elected official.
  7. We may non-renew this Policy by mailing or delivering to you and the authority shown above, written notice of non-renewal stating the reason for non-renewal at least sixty (60) days before the Policy expiration date. If notice is mailed or delivered less than sixty (60) days before the expiration date, this Policy will remain in effect until the 61<sup>st</sup> day after the date on which the notice is mailed or delivered.
  8. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.
  9. In the event of cancellation or non-renewal of this Policy, Final Premium shall be calculated as set forth in part Five – Premium, Section C. Final Premium of this Policy.
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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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Texas Employers Liability Endorsement

This endorsement applies only to coverage provided by this Policy because Texas is named in Item 3 of the Schedule Page.

Item 6 of Section E. Exclusions From Loss of Part Two – Employers Liability Excess Indemnity is amended to read as follows:

6. Punitive or exemplary damages because of bodily injury to an Employee employed in violation of law if the violation of law caused or contributed to the bodily injury.

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

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Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

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Notice Effective:

Policy No.:

Named Insured:

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Texas Important Notice

This NOTICE applies only to coverage provided by this Policy because Texas is named in Item 3 of the Schedule Page.

1. To obtain information or to make a complaint:
2. You may contact your agent, \_\_\_\_\_ at \_\_\_\_\_.
3. You may call Midwest Employers Casualty Company's toll-free telephone number for information or to make a complaint at:  
  
1-800-793-3428
4. You may also write to Midwest Employers Casualty Company at:  
  
14755 North Outer Forty Drive, Suite 300  
Chesterfield, MO 63017
5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:  
  
1-800-252-3439
6. You may write the Texas Department of Insurance at:  
  
P.O. Box 149104  
Austin, TX 78714-9104  
Fax # 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)
7. PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact \_\_\_\_\_ first. If the dispute is not resolved, you may contact the Texas Department of Insurance.
8. ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This notice forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

Two Year Policy Short Rate Table Endorsement

If you cancel this Policy prior to the expiration of the two-year Policy Period shown in Schedule Item 5, the following short rate table will apply to the Total Estimated Policy Premium shown in Schedule Item 12(c):

Month When Cancellation Effective	Short Rate Percentage
1	13%
2	19%
3	23%
4	27%
5	31%
6	35%
7	39%
8	43%
9	47%
10	51%
11	55%
12	59%
13	63%
14	67%
15	71%
16	75%
17	79%
18	82%
19	85%
20	88%
21	91%
22	94%
23	97%
24	100%

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

10.H. Discuss and Consider Approval of a Purchase Over \$50,000 for Property, General Liability, Cybersecurity, and Automobile Insurance



**TEXAS POLITICAL SUBDIVISIONS  
PROPERTY/CASUALTY JOINT SELF-INSURANCE FUND  
INTERLOCAL AGREEMENT  
CONTRACT NUMBER F0678**

**(Guaranteed Cost Plan For Pooled Political Subdivisions)**

This Interlocal Agreement entered into by and between the Texas Political Subdivisions Property/Casualty Joint Self-Insurance Fund (hereinafter referred to as "Fund") and the undersigned political subdivision of the State of Texas (hereinafter referred to as "Fund Member") is for the purpose of providing property, casualty and/or liability coverage, and other risk management services as needed for the "Fund Member" and their employees.

**WITNESSETH:**

The undersigned Fund Member, in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and the interpretations thereof, along with other authorizing statutes, including Chapter 2259, Subchapter B of the Texas Government Code pertaining to other risks or hazards, and in consideration of other political subdivisions executing similar Interlocal Agreements, does hereby agree to become a Member of the Fund. The conditions of membership agreed upon by and between the parties are as follows:

**SECTION I. - DEFINITIONS**

Throughout the Texas Political Subdivisions Joint Self-Insurance Fund Interlocal Agreement, words and phrases that appear in bold have special meaning. They are defined below.

- a. **Allocated Loss Expense** - the costs incurred in processing claims, including but not limited to court costs, expenses for investigation and adjustment of claims, legal expenses, cost containment services (such as PPO discounts, rehabilitation services, medical management services), costs in protection and pursuit of subrogation/recovery rights, and similar expenses chargeable to a particular claim (excluding ordinary overhead expenses of the Fund and/or its designee such as salaries and other fixed expenses which shall be deemed unallocated expenses).
- b. **Board** - the Board of Trustees of the Texas Political Subdivisions Property/Casualty Joint Self-Insurance Fund.
- c. **Coverage Document(s)** - the annual document or documents for each line of coverage selected by the Fund Member, setting forth in exact detail the coverages, limits of self-insurance, deductibles, exclusions and conditions. The lines of coverage available to the Fund Member may include Property, General Liability, Automobile Liability and Physical Damage, School Board Legal Liability, Law Enforcement Legal Liability, Public Officials Legal Liability, Crime, Cyber, Crisis, and/or such other coverages that the Fund may offer.

- d. **Loss** - the sums actually paid or payable by the Fund in the settlement or satisfaction of any claim or suit for which a Fund member is liable either by adjudication or settlement made with the written consent of the Fund.

## SECTION II. - TERMS AND CONDITIONS

1. **Non-Assessable.** The Fund is a non-assessable self-insurance pool.
2. **Risk Sharing Agreement.** The Fund is a self-insurance risk pool through which its Members agree to share risk and actively participate in their contractual obligations to lessen the risk and cost for all Members. This document and any **Coverage Document(s)** are not contracts of insurance. The Fund is not an insurance company. Rather, this Interlocal Agreement is an agreement between the Fund and the Fund Member to pay all covered **Losses** subject to all provisions, including the definitions, terms, and conditions of this Interlocal Agreement, along with any **Coverage Document(s)** issued pursuant hereto.
3. **Program Participation.** At the Fund's discretion, each Fund Member may adopt any or all of the self-insurance coverages offered by the Fund. Whichever self-insurance coverage(s) the Fund Member accepts, the Fund Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions and limitations of the applicable **Coverage Document(s)**. The limits of self-insurance, optional coverages and deductibles selected by the Fund Member will be shown on the Declarations of each **Coverage Document**.

The Fund Member should examine the deductible provisions of the **Coverage Document(s)** selected to determine the Fund Member's obligations to reimburse the Fund if the Fund pays part or all of any deductible in handling a **Loss**, claim or suit. The Fund Member should also examine the deductible provisions to determine the expenditures that the Fund may make that apply to and may exhaust any deductible selected.

4. **Non-Waiver of Texas Tort Claims Act.** If the Fund Member adopts one or more of Fund's self-insurance plan(s) which cover liability exposures, it is understood that by participating in this self-insurance pool, the Fund Member does not intend to waive any of the immunities that its officers or employees now possess. The Fund Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations, and that by executing this Agreement does not agree to expand those limitations.
5. **Contributions.** The Fund Member agrees to pay contributions to the Fund based on the Fund's rating system. Contributions are payable to the Fund on an annual basis in advance of the Fund Members' effective date, and subsequently, in advance of the anniversary of the Fund Member's effective date.
6. **Failure to Pay Contributions.** In the event the Fund Member fails or refuses to make payments of contributions on a timely basis as herein provided, the Fund reserves the right to terminate such Fund Member by giving ten (10) days written notice and to collect any and all contributions that are earned pro rata for the period(s) preceding contract termination. Any Fund Member that is terminated hereunder shall forfeit any of the refunds that have not been paid prior to the date of termination.

7. **Self-Audits.** Prior to each anniversary of the effective date of this Agreement, the Fund may obtain from the Fund Member data as requested by the Fund in the form of a self-audit that may be used to determine the final contribution for the previously ended coverage period unless otherwise waived by the Fund. Based on the data submitted, a final contribution by the Fund Member or return of contribution to the Fund Member will be calculated. The Fund reserves the right to audit the relevant records of any Fund Member.
8. **Exposure Summary.** Commensurate with the execution of this Agreement and annually thereafter, the Fund Member shall complete the appropriate exposure summary. Intentional misstatements on the exposure summary shall be grounds for cancellation.
9. **Loss Control Services.** Loss control services will be supplied by the Fund and/or its designee to Fund Members to assist them in following a plan of loss control that may result in reduced **Losses**. The undersigned Fund Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations for the purpose of eliminating or minimizing hazards that would contribute to **Losses**. The Fund Member's failure to cooperate with reasonable loss control recommendations shall constitute a material breach of this Agreement. In the event that the recommendations submitted on behalf of the Fund seem unreasonable, the Fund Member shall have the right to appeal to the **Board**, and the decision of the **Board** shall be final. The Fund makes no warranty on Fund loss prevention recommendations.
10. **Administration of Claims.** Pursuant to the terms and conditions of the applicable self-insurance **Coverage Documents**, the Fund and/or its designee agrees to administer any and all claims after notice of claim has been given and to provide a defense where appropriate. The Fund Member hereby appoints the Fund and/or its designee as its agent to act in all matters pertaining to processing and handling of all claims and shall cooperate fully in supplying any information needed or helpful in the administration of those claims. The Fund and/or its designee shall carry on all negotiations with any third parties or their representatives and negotiate within authority granted by the Fund, including, without limitation, decisions concerning claim values, payment due on claims, settlement, subrogation, litigation, and/or appeals. The Fund and/or its designee shall retain and supervise legal counsel on behalf of and at the expense of the Fund (subject to any applicable deductible) as necessary for the prosecution and defense of any litigation.
11. **Choice of Defense Counsel.** At the sole option of the Fund and/or its designee, a Fund Member may be allowed to choose the legal counsel it deems most appropriate for the handling of any individual claim.
12. **Decisions on Individual Claims.** All decisions on individual claims shall be made by the Fund and/or its designee, which includes the decision to appeal or not to appeal a final adjudication at the trial court level. However, any Fund Member shall have the right to consult with the Fund and/or its designee on any claim and have the right to appeal any decision made by the Fund and/or its designee to the **Board**. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Fund Member and/or its officers or employees.

13. **Claims Data.** Periodically each Fund Member will be provided data including a statement of claims cumulative for said Fund Member by Effective Date of that Fund Member.
14. **Claims Handling After Termination for Failure to Pay Contributions.** If this Agreement is terminated as provided for in Section II, Paragraph 6, those claims handling services provided by the Fund and/or its designee as described in Section II, Paragraphs 10 and 11 will continue on those claims occurring prior to the termination of this Interlocal Agreement until they are ultimately and finally disposed of and closed. All other obligations under this Interlocal Agreement will end on the date of termination or expiration.
15. **Case Reserves.** The Fund shall maintain case reserves and supplemental reserves computed in accordance with generally accepted actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due.
16. **Unencumbered Monies.** The Fund shall invest unencumbered monies in accordance with **Board** approved guidelines. All monies that are on deposit with the Fund, and the investment earnings from these particular monies, shall be used for the benefit of the Fund Members until such time as the **Board** may deem that it is financially prudent to declare excess contribution refunds. No current or former Fund Member is entitled to an individual allocation or portion of Members' Equity (Fund "surplus").
17. **Sufficient Insurance and/or Reinsurance.** The Fund shall at all times maintain adequate insurance and/or reinsurance to protect the financial integrity of the Fund. This insurance and/or reinsurance is provided so that Fund Members will have no joint or several liability other than their required contribution and to insure that the Fund Member shall at no time be on an assessable basis beyond the amount set forth in this Interlocal Agreement. The **Board**, however, reserves the right to adjust the insurance and/or reinsurance coverage
18. **Annual Audit of Fund.** The Fund agrees that all Fund transactions will be audited annually by an independent certified public accounting firm.
19. **Rating Mechanisms.** In order to have a complete and well-understood basis for required contributions to the Fund, various rating mechanisms have been utilized as a guide. There is no intention to bestow rating authority over this plan of self-insurance upon the Texas Department of Insurance or any other regulatory authorities. Any word or phrase used in this Interlocal Agreement, which is ordinarily used in the insurance context, but not in the self-insurance context, shall be construed as consistent with the self-insurance concept except where the context clearly indicates no other possible construction.
20. **Annual Actuarial Report and Operational Responsibility.** As the parties responsible for the Fund, the **Board** and the Administrative Staff shall primarily and constantly keep foremost in its deliberations and decisions in operating the Fund that each of the participating Fund Members is a "self-insured." In conjunction with the annual Actuarial Report, the Fund and/or its designee shall carefully review, study and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Fund Members in order to maintain as nearly as possible an equitable and reasonable administration of the Fund as applied to each Fund Member.

21. **Fund Member to Appoint Coordinator.** The Fund Member agrees that it will appoint a Coordinator of department head rank or higher and that the Fund and/or its designee shall not be required to contact any other individual except this person. Any notice to or any agreements with the Coordinator shall be binding upon the Fund Member. The Fund Member may change the Coordinator by giving written notice to the Fund. The appointment of a Coordinator does not prohibit the Fund from contacting other employees of the Fund Member.
22. **Fund Member to Abide by Bylaws and Policies.** The Fund Member acknowledges that it has received a copy of the Bylaws of the Fund, and it agrees to abide by these Bylaws and any amendments thereto and any and all policies and procedures of the Fund.
23. **Duty to Notify Fund of Changes.** The Fund Member shall have a duty to notify the Fund of any material changes to its operations or exposures. The Fund Member further agrees to timely provide all necessary information to the Fund and/or its designee and to timely execute all necessary documents as may be needed or required for the administration of the Fund.
24. **Right of Appeal to Board of Trustees.** The Fund Member shall have the right to appeal any decision or recommendation of the Fund and/or its designee to the **Board**, whose determination will be final. Any appeal shall be made in writing to the Fund Secretary within 60 days of decision or recommendation of the Fund and/or its designee.
25. **Right to Recovery.** The Fund Member shall take no action to release, discharge or impair its right to seek recovery of any amounts paid under this Agreement from any person or entity legally responsible for the property damage, bodily injury, or death for which such payment is made. Nor may the Fund Member assign such rights without the express, written approval of the Fund.
26. **Dissolution of the Fund.** Upon dissolution of the Fund formed pursuant to this and similar Agreement(s) with Fund Members, any assets of the Fund shall be used to pay its debts and obligations, and any remaining assets shall be distributed to the Fund Members or used for any other lawful purpose, as determined by the **Board**.
27. **Entire Agreement.** This Interlocal Agreement, together with all the Amendments, Supplements and other attachments hereto, constitutes the entire agreement between the parties and supersedes all previous Interlocal Agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.
28. **Severability; Interpretation.** If any portion of this Interlocal Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.

29. **Responsibility for Negligence, Errors or Omissions.** It is the intent of the Parties that the Fund and/or its designee and the Fund Member each shall bear responsibility for any of its own negligence or its own error or omission, including, but not limited to claims alleging violations of the Texas Insurance Code, the Deceptive Trade Practices and Consumer Protection Act, and the common law duty of good faith.
30. **Fund Accountability.** The Fund and/or its designee shall not be held accountable for any increased cost or expense to the Fund Member involving payments of claims under any contention by the Fund Member that a claim service, risk management service, loss control service, or administrative service could have been handled differently.
31. **Dispute Resolution.** This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of laws principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to the Texas Local Government Code:
- a. Prior to filing suit, the Fund Member must comply with all of its obligations under this Interlocal Agreement including an appeal to the Fund's **Board** as described by Section II, Paragraph 12 hereinabove. A good-faith appeal to the **Board** is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
  - b. Prior to filing suit, the Fund Member will participate in good faith in mediation in Dallas County, Texas before a mediator approved by both parties; and
  - c. Any suit against the Fund must be brought in Dallas County, Texas.

In the event of a lawsuit or formal adjudication between a Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

32. **Waiver and Estoppel.** No provision of this Interlocal Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.
33. **Amendment by Notice.** The Fund may amend this Interlocal Agreement upon renewal for any reason including changes to the terms. The Fund shall provide the Fund Member written notice of such amendment, which shall only apply prospectively. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

34. **Assignment.** This Interlocal Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. The Fund Member shall not transfer any interest in Fund claim-related payments to any third party, including, but not limited to, litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.
35. **Authorization.** By the execution of this Interlocal Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Chief Executive Officer or equivalent, or the designated Coordinator named pursuant to Section II, Paragraph 21 hereinabove, to approve and bind the Fund Member to any current or future **Coverage Document(s)** entered into pursuant to this Agreement.
36. **Notice.** Unless expressly stated otherwise in this Interlocal Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TPS Self-Insurance Fund, P.O. Box 803356, Dallas, TX 75380. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Fund Member's Chief Executive Officer or equivalent, or the designated Coordinator, and mailed to the Fund Member's physical or electronic address of record on file with the Fund.

37. **This Interlocal Agreement shall commence at 12:01 a.m. on the date shown as "effective date" on the signatory page of this Agreement, and shall remain in force and effect until terminated as hereinafter provided. This Agreement may be terminated by (a) mutual consent or by (b) either party by giving sixty (60) days prior written notice of termination to the other party or (c) as otherwise specified in this Interlocal Agreement or the Bylaws of the Fund.**

**TO BE COMPLETED BY FUND MEMEBER**

<u>Bryan ISD</u>	_____
Fund Member Name	Signature of Authorized Official
_____	_____
Date	Type Name
	_____
	Title

**THE PROPERTY CASUALTY COORDINATOR FOR THE FUND MEMBER IS:**

Coordinator Name & Title:	<u>Michael Stires</u>
Mailing Address:	<u>801 South Ennis St., Bryan, TX 77803</u>
Street Address:	_____
Telephone Number:	<u>979-209-1000</u>
Fax Number:	_____

**TO BE COMPLETED BY TPS FUND OFFICE**

<u>July 01, 2025</u>	<u>F0678</u>
Effective Date of Agreement	Contract Number
	<u>5/2/2025</u>
Signature of Fund Secretary	Date



Quality Since 1983

# TEXAS POLITICAL SUBDIVISIONS

JOINT SELF INSURANCE FUND

"Complete Workers' Comp and Property/Casualty Solutions"

P.O. Box 803356 • Dallas, Texas 75380-3356

800-588-0013 • 972-361-6300 • [www.tpspool.org](http://www.tpspool.org)

**To: Grant Graham**

**Agency: Anco Insurance Services - Bryan**

**Date: May 08, 2025**

**Reference: Bryan ISD**

## **Property/Casualty Proposal**

07-01-2025 to 07-01-2026

(Proposal is valid until: 12:01AM on July 01, 2025)

Dear Grant Graham:

Based upon the information received, we are pleased to offer the attached proposal. Please review and advise if you have any questions.

The contract has Crisis Management (Workplace Violence) Coverage. This is a coverage we provide to our Members at no additional cost. In addition, Cyber Liability Coverage has been included. However, due to the increased cost of Cyber Liability Coverage, there will be a charge added to the General Liability Contribution. Please refer to the Crisis Management & Cyber Liability attachments for coverage details.

To bind coverage we will need you to complete our New/Renewal Binder, prior to inception date.

We appreciate the time you have invested in answering our questions and providing information necessary for preparation of this proposal. Thank you for giving us the opportunity to serve you. We look forward to working with you on this account.

Sincerely,

Rhonda Ruehle  
Underwriting Director  
Office: 972-361-6310  
[rhonda.ruehle@tpspool.org](mailto:rhonda.ruehle@tpspool.org)

**SUMMARY OF PROPOSAL**

**Bryan ISD**

**07-01-2025 to 07-01-2026**

COVERAGE	DEDUCTIBLE	TOTAL CONTRIBUTION
<b>General Liability</b>	Various See Proposal Page	\$8,023
<b>Auto Liability</b>	Various See Proposal Page	\$147,710
<b>Physical Damage</b>	Various See Proposal Page	\$65,343
<b>Garagekeepers</b>	Various See Proposal Page	\$494
<b>Property</b>	Refer to Property Proposal	\$2,138,096
<b>Electronic Data, Media and Hardware</b>	\$5,000 Per Occurrence	Included
<b>Contractor's Equipment</b>	\$1,000 Per Occurrence	Included
<b>Musical/Band Instruments &amp; Uniforms</b>	\$1,000 Per Occurrence	Included
<b>Equipment Breakdown</b>	\$10,000 Per Accident	Included
<b>Cyber Liability</b>	Refer to Highlights	\$22,842
<b>Crisis Management</b>	Refer to Highlights	Included at no charge
<b>Foreign &amp; Domestic Terrorism</b>	\$10,000 Per Occurrence	Applies to Property coverage only
<b>Total Contribution</b>		<b>\$2,382,508</b>

***SPECIAL CONDITIONS:***

***TPS has revised the Property Casualty Interlocal Agreement effective 1/1/25. Members will be required to sign a new Interlocal upon binding. A copy of the Interlocal has been included with your proposal.***

***This Proposal includes the Cyber liability at a \$1,000,000 limit. However, it is subject to MFA in place for 100% of district employees by 7/1/25, and receipt of acceptable responses to the following CVE findings as soon as possible:***

***·CVE-2019-0211***

***·CVE-2021-40438***

***Crisis coverage is contingent upon receipt of updated SOV prior to binding. (Only locations listed in SOV are covered except as it relates to an off-site event.) Newly acquired/constructed locations should be reported to TPS as soon as possible.***

*Pricing contemplates TPS writing all lines of coverage quoted.*

*This proposal shall automatically expire as of the effective date.*

*Coverage must be bound prior to the inception date and all contributions are due according to the terms of our billing invoice .*

**GENERAL LIABILITY**

**Bryan ISD**

**07-01-2025 to 07-01-2026**

*Proposal*

	LIMITS / DEDUCTIBLES
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Note: Deductible Limit applies per CLAIM	\$1,000
Fire Damage to Rented Premises	\$100,000
Employee Benefits (Not Claims-Made)	Included in General Liability Each Occurrence Limit (Subject to a Maximum of \$1,000,000 Per Occurrence)
Employee Benefits Aggregate	Included in General Liability General Aggregate Limit (Subject to a Maximum Annual Aggregate of \$1,000,000)
Employee Benefits Deductible Limit	\$1,000
<b>General Liability</b>	<b>\$8,023</b>
<b>Cyber Liability</b>	<b>\$22,842</b>
<b>Total Contribution</b>	<b>\$30,865</b>
INCLUDED COVERAGES	EXCLUDED COVERAGES
Occurrence Form Bodily Injury Property Damage Personal Injury Advertising Injury Additional Coverage for: Elected and Appointed Officials Members of Boards or Commissions Employees & Volunteers  Incidental Medical Malpractice Employee Benefits Liability Corporal Punishment	Employee-Related Claims Pollution Asbestos Coverage for: All Hospital Operations Contractors Law Enforcement Professional Liability (including security guard operations) School Board Legal Liability  Terrorism Mold
<b>Applicable Addenda:</b> 102	
<b>The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document &amp; addenda for complete coverages and exclusions.</b>	
<b>SPECIAL CONDITIONS:</b>	

**AUTOMOBILE**

**Bryan ISD**

**07-01-2025 to 07-01-2026**

COVERAGE	LIMITS	DEDUCTIBLE
Liability:		Refer to declaration page
BI - Each Person	\$ 100,000	\$ 10,000
BI - Each Accident	\$ 300,000	
PD - Each Accident	\$ 100,000	Per Claim / Per Claimant
Uninsured/Underinsured Motorists		\$ 250
BI - Each Person	\$ 30,000	
BI - Each Accident	\$ 60,000	
PD - Each Accident	\$ 25,000	
Medical Payments	\$ 1,000	
Collision	Actual Cash Value	\$1,000
Comprehensive	Actual Cash Value	\$1,000
GKLL Collision	\$50,000	
	Actual Cash Value	\$1,000
GKLL Comprehensive	\$50,000	
	Actual Cash Value	\$1,000
	Max Any One Event	\$5,000
HIRED Collision	\$50,000	\$1,000
HIRED Comprehensive	\$50,000	\$1,000
	<b>Contributions:</b>	
Liability	\$120,399	
Uninsured/Underinsured Motorists	\$24,952	
Medical Payments	\$2,359	
Physical Damage	\$64,618	
Garagekeepers	\$494	
Hired Car Physical Damage	\$725	
<b>Total Contribution:</b>	<b>\$213,547</b>	
<b>HIGHLIGHTS</b>	<b>EXCLUDED COVERAGES</b>	<b>CONDITION of PROPOSAL</b>
60 day notice of cancellation Broad definition of Covered Party Hired PhysDam on a EXCESS Basis All owned, hired and non-owned vehicles for liability, including vehicles under long-term lease. Automatic coverage on vehicles acquired during policy term subject to annual self-audit.	Refer to coverage document for details. Personal Injury Protection  Terrorism Mold	This proposal contemplates <b>278 vehicles</b> based on the schedule provided.  Annual Payment ONLY  Contribution adjusted at anniversary to reflect unit changes Physical Damage Coverage was requested for only selected vehicles.
<b>Applicable Addenda:</b> 215, 216a, 219, 220, 237, 241		
<b>The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document &amp; addenda for complete coverages and exclusions.</b>		
<b>SPECIAL CONDITIONS:</b>  <i>Deletion of any coverage is subject to Underwriter approval prior to binding. Automobile coverage may be written on a monoline basis subject to Underwriter approval</i>		

**PROPERTY**

**Bryan ISD**

**07-01-2025 to 07-01-2026**

<b>Limit of Self-Insurance</b>	
Property	\$728,699,268
Equipment Breakdown	\$600,000,000 Maximum Contract Limit in any one Occurrence \$250,000,000 Maximum any one Accident
Causes of Loss	All Risk of Direct Physical Loss or Damage
Basis of Coverage	<b>Blanket</b>
Valuation	Replacement Cost except ACV on Contractor's Equipment & Other IM Coverages
<b>Deductibles:</b>	
Any Other Coverage Loss	\$100,000 Per Occurrence
Windstorm/Hail*	<b>3%</b> of Total Insurable Values at the time of loss at each location subject to a minimum of \$500,000 any one Occurrence for all loss or damage arising out of Wind/Hail.
Earth Movement	\$150,000 Per Occurrence
Flood	\$150,000 Per Occurrence
Equipment Breakdown	\$10,000 Per Accident
Basic Contribution	\$2,131,534
Electronic Data, Media and Hardware	\$3,246
Contractor's Equipment	\$1,849
Musical/Band Instruments & Uniforms	\$1,467
<b>Total Contribution:</b>	<b>\$2,138,096</b>
<b>OTHER COVERAGES</b>	<b>BASIC LIMITS</b>
Newly Acquired Property	\$10,000,000
Extra Expense	\$5,000,000
Valuable Papers and Records	\$5,000,000
Property In Transit	\$1,000,000
Accounts Receivable	\$5,000,000
Demolition Cost & ICC (Coverage A, B & C)	A-Included B-\$1,000,000 & C-\$1,000,000
Flood & Earth Movement	\$10,000,000
Spoilage	\$250,000
Outdoor Property (max per item may apply)	\$1,000,000
Miscellaneous Unnamed Locations	\$5,000,000
Unscheduled Tracks & Fields	\$2,500,000
<b>Applicable Addenda:</b>	
<b>304, 343, 365a</b>	
* For the purpose of the windstorm/hail deductible each line item reported on SOV constitutes a separate location. It will apply to the total value at that location (sum of building content and TE, if applicable).	
<b>The coverages and exclusions described above are not intended to be a complete listing but rather a sampling of some of the more important coverages provided. Please refer to the Coverage Document &amp; addenda for complete coverages and exclusions.</b>	
<b>SPECIAL CONDITIONS:</b>	
By binding this coverage, the Member consents to the survey of some or all of the Member's buildings and /or property by drone videos/photos utilizing a drone operated by a commercially licensed sUAS Remote Pilot.	

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

**SPECIAL EQUIPMENT**

**Bryan ISD**

**07-01-2025 to 07-01-2026**

*Proposal*

COVERAGE	Values:	Causes of Loss	Valuation:	Deductible: Per Occurrence	Contribution
<b>Electronic Data, Media and Hardware</b>	\$9,140,339	All risk of Direct Physical Loss or Damage	RCV	\$5,000	\$3,246
<b>Contractor's Equipment</b>	\$500,000	All risk of Direct Physical Loss or Damage	ACV	\$1,000	\$1,849
<b>Musical/Band Instruments &amp; Uniforms</b>	\$1,326,939	All risk of Direct Physical Loss or Damage	ACV	\$1,000	\$1,467
<b>Total Contribution:</b> Included in Property Proposal					
<b><i>SPECIAL CONDITIONS:</i></b>					
Coverage will not be written without Property Coverage.					

**Please refer to the Coverage Document for complete coverages and exclusions.**

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

**ACCOUNTING SUMMARY SHEET**

MEMBER: Bryan ISD

INTERLOCAL AGREEMENT NUMBER: 25-F0678

AGREEMENT PERIOD: 07-01-2025 to 07-01-2026

QUOTE TYPE: Renewal

COVERAGE	DEDUCTIBLE	FSF	TOTAL CONTRIBUTION
General Liability Coverage	\$1,000	\$-926	\$8,023
Auto Liability	\$10,000	\$7,525	\$120,399
Auto Medical Payments		\$147	\$2,359
Uninsured/Underinsured Motorists	\$250	\$1,560	\$24,952
Physical Damage		\$4,084	\$65,343
Garagekeepers		\$62	\$494
Property		\$171,048	\$2,138,096
Cyber Liability		\$2,855	\$22,842
		<b>Total: \$186,355</b>	<b>\$2,382,508</b>

AGENT: Anco Insurance Services - Bryan



# TEXAS POLITICAL SUBDIVISIONS JSIF CYBER LIABILITY HIGHLIGHTS

## GENERAL TERMS

<b>Carrier</b>	Chubb
<b>A.M. Best Rating</b>	A++ (Superior)
<b>Consultants</b>	Chubb Vendors & Partners: TPS utilizes an approved Chubb list for members Cyber Breach Coach, Forensics & Investigations, Notification & Monitoring and Public Relations to provide cyber management services.
<b>Policy Number</b>	EON G29012052 005
<b>Territory</b>	Territory is Worldwide unless amended with Excluded Countries
<b>Deductibles</b>	\$25,000 for members with revenues below \$50,000,000, \$50,000 for members with revenues between \$50,000,000-\$250,000,000 & \$100,000 for members with revenues greater than \$250,000,000 **social engineering deductible is \$100,000 per member** **Member deductibles do not erode Chubbs limit. After a member deductible is satisfied the member has access to full limits**
<b>Annual Aggregate</b>	\$1,000,000 for All Other \$2,000,000 available to members with total revenues of \$100,000,000+ with <b>underwriting approval</b> . \$100,000 for Social Engineering Fraud & Payment Card
<b>Ransomware Encounter Endorsement</b>	If the proximate cause of a ransom loss were directly related to the member not having MFA implemented, the member's deductible would be \$100,000. Endorsement only applies if a member does not have MFA implemented for access to Email or Network. Additionally, the endorsement does not apply to any other type of loss, only ransom losses.
<b>Neglected Software Exploit Endorsement</b>	If a member knew (first known date) a patch, fix, or mitigation technique was available but did not implement it and had a <b>loss directly related to</b> not implementing the patch, fix, or mitigation technique 46 days after the <b>first known date</b> , the members limit for that loss would be reduced, and a coinsurance percentage would apply per this Period of Neglect chart. Period of Neglect - % of Coinsurance - Limit: 46-90 days - 5%/95% - \$500k, 91-180 days - 10%/90% - \$250k, 181-365 days - 25%/75% - \$150k or 365+ days - 50%/50% - \$100k. Coinsurance defined: If a loss of this type occurred, the normal member deductible would apply, then the member shares in the coinsurance limit split (member/Chubb) up to the limit for that period of neglect.

COVERAGE	LIMIT/WAITING PERIOD	COVERAGE DESCRIPTION
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### \*First Party Coverage\*

#### CYBER INCIDENT RESPONSE FUND

Notification	Limit	\$1,000,000	Provides coverage for drafting notification letters and reports and communicates as required with any regulatory, administrative, or supervisory authority. Retaining call center and other related services for notification as required by law. Notifying a natural person whose PI has been wrongfully disclosed or otherwise compromised, including retaining a notification service.
Credit Monitoring	Limit		Provides credit monitoring, credit freezing, credit thawing, healthcare record monitoring (where available), social media monitoring, password management service, or fraud alert services.
Public Relations	Limit		Provides expenses related to retaining the services of a public relations or crisis communications firm for the purpose of protecting or restoring the reputation of or mitigating financial harm to the insured.
Forensics Investigation	Limit		Provides expenses for retaining the services of a third-party computer forensics firm to determine the cause and scope of a cyber incident.
Criminal Reward	Limit		Provides any reasonable amount to an informant or information not otherwise available which leads to the arrest and conviction of a natural person or an entity responsible.

Limits for Non-Panel Providers \$250,000/\$250,000

#### BUSINESS INTERRUPTION LOSS & EXTRA EXPENSES

Business Interruption Loss & Extra Expenses	Limit	\$1,000,000	Provides coverage for continuing normal operating and payroll expenses (net profit before tax) that would have been earned had no interruption in service of an Insured's computer system occurred.
	Waiting Period	< \$250M Revenues = 12 Hours & > \$250M Revenues = 18 Hours	

#### CONTINGENT BUSINESS INTERRUPTION LOSS & EXTRA EXPENSES

Contingent Business Interruption Loss & Extra Expenses	Limit	\$1,000,000	Provides coverage for continuing normal operating and payroll expense (net profit before tax) that would have been earned had no interruption in service of a shared computer system occurred.
	Waiting Period	< \$50M Revenues = 12 Hours, > \$50M- < \$250M Revenues = 18 Hours & > \$250M Revenues = 24 Hours	

#### DIGITAL DATA RECOVERY

Data Recovery	Limit	\$1,000,000	Provides reasonable & necessary costs incurred by an insured to replace, restore, recreate, re-collect or recover digital data from written records or form partially or fully matching electronic records. Includes loss from fraudulent infiltration & manipulation of Telephone System.
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#### NETWORK EXTORTION THREAT

Network Extortion	Limit	\$1,000,000	Provides reasonable & necessary expenses incurred, including money, cryptocurrencies (including Bitcoin), or other considerations surrendered as payment.
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#### CYBER CRIME

Social Engineering Fraud	Limit	\$100,000	Covers payment for loss of money or securities sustained directly from Social Engineering Fraud committed by a person purporting to be a vendor, client, or employee.
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### \*Third Party Liability Coverage\*

#### CYBER, PRIVACY & NETWORK SECURITY LIABILITY

Liability	Limit	\$1,000,000	Covers any error, misstatement, misleading statement, act, omission, neglect, breach of duty, or other offense actually or allegedly committed or attempted by any insured.
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#### PAYMENT CARD LOSS

Payment Card Loss	Limit	\$100,000	Covers monetary assessments, fines, penalties, chargebacks, reimbursements, and fraud recoveries due to the actual or alleged failure of payment card loss.
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#### REGULATORY PROCEEDINGS

Regulatory Proceedings	Limit	\$1,000,000	Covers regulatory fines of any civil monetary fine or penalty imposed by a federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity.
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#### ELECTRONIC, SOCIAL & PRINT MEDIA LIABILITY

Electronic, Social & Print Media	Limit	\$1,000,000	Covers damages and claim expenses related to any error, misstatement, misleading statement, act, omission, or neglect of breach of duty actually or allegedly committed or attempted by an insured. Or posted on the insured's website, printed material, or posted on any social media site or anywhere on the internet.
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### CLAIMS PROCESSING PROCEDURE

Immediately report all claims directly to TPS at [claims@tspool.org](mailto:claims@tspool.org), 800-588-0013 or directly to the Director of Claims at 972-835-5221

\*This is a summary of coverage. Please refer to the policy form & endorsements for specific policy details and exclusions. Full policy & endorsement details are available on the TPS website at [www.tspool.org](http://www.tspool.org)\*



# TEXAS POLITICAL SUBDIVISIONS JSIF

## CRISIS MANAGEMENT (Workplace Violence) HIGHLIGHTS

### GENERAL TERMS

<b>Carrier</b>	Beazley Group (Lloyd's Syndicate 2623/0623)
<b>Insured</b>	TPS Property and Liability Members (Insured person means a human third party individual, who is in or on the location(s), except when specifically excluded under any Section of this Policy. Insured person does not include the assailant of any deadly weapon event.)
<b>A.M. Best Rating</b>	A+ (Superior)
<b>Consultants</b>	CrisisRisk Strategies LLC: Crisis Response (Event Responder) Firm approved to provide crisis management services ( <a href="http://www.crisisrisk.com">www.crisisrisk.com</a> ).
<b>Policy Number</b>	B0507NU2502855
<b>Deductible</b>	\$0 for Crisis Management Services, Event Responder, and AD&D. \$10,000 for each Deadly Weapons Event.
<b>Type</b>	Occurrence and in the Aggregate
<b>Limits</b>	\$2,250,000 each occurrence w/\$2,250,000 Aggregate (see below for sub-limits)
<b>Purpose</b>	Provided as a value added service to assist TPS member's in the event of a workplace violence or similar crisis event. Submission of member's most recent property Statement-of-Values (SOV) is required upon renewal.
<b>Triggering Event</b>	Deadly weapon event means any event involving an assailant where a weapon has been used or brandished on any member location(s) that was provided to TPS in the member's SOV.

COVERAGE	LIMIT/INDEMNITY/WAITING PERIOD	COVERAGE DESCRIPTION
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#### PROPERTY DAMAGE

<b>Property Damage</b>	<b>Limits</b>	\$2,250,000 w/\$2,250,000 AGG	Indemnifies against physical loss or physical damage to insured property caused by a deadly weapon event. In the event that fire or sprinkler leakage ensues from a deadly weapon event, then physical loss or physical damage to insured property directly caused by that ensuing fire or sprinkler leakage is included. Additionally: A. The costs incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed; B. The costs incurred in the removal of debris, including biological cleaning and sanitizing; C. The costs incurred in re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads, and in having any fire or intruder alarms, or closed circuit television equipment re-set; D. The costs incurred in replacing locks to external doors if security at the location(s) is compromised in consequence.
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#### ACCIDENTAL DEATH & DISMEMBERMENT

<b>AD&amp;D</b>	<b>Per Person Limit</b>	\$50,000	Benefit for loss of limb, mutilation, loss of sight, loss of speech, loss of hearing, permanent total disability or death.
	<b>Aggregate Limit</b>	\$2,250,000	

#### MEDICAL EXPENSES

<b>Medical Expenses</b>	<b>Limits</b>	\$25,000 w/\$2,250,000 AGG	Reimburses for payments made to an eligible person, regardless of fault, in respect of medical expenses necessarily incurred solely and directly by the eligible person as a result of identifiable physical injury due to an accident directly caused by a deadly weapon event occurring at any of the location(s).
	<b>Indemnity Period</b>	356 Days	

#### CRISIS MANAGEMENT SERVICES

<b>Crisis Management Services</b>	<b>Limits</b>	\$2,250,000 w/\$2,250,000 AGG	Provides for the reasonable & necessary expense, in connection with a deadly weapon event, incurred in the provision of crisis management services directly after such deadly weapon event. Includes, but not limited to, emergency travel & accommodation for eligible person(s) & their immediate family member(s), child care for the immediate family member(s) of eligible person(s), brand rehabilitation, public relations, media management, legal, crisis counselling, site security, remediation, recovery & restoration.
		\$250,000 w/\$1,000,000 AGG	
	<b>Indemnity Period</b>	90 Days & 1st Anniversary	Additionally at underwriters sole and entire discretion, they will consider other expense costs not listed above which are directly incurred.

#### CIRCUMSTANCE - EVENT RESPONDER

<b>Event Responder</b>	<b>Limit</b>	Unlimited (outside limit)	Provides for event responder fees associated with the provision of Prevention Services and Crisis Response by the event responder following any specific circumstance.
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#### COUNSELLING SERVICES

<b>Counselling Services</b>	<b>Limits</b>	\$350,000 Each Event	Provides for reasonable and necessary expense incurred in the provision of counselling services to any eligible person and their immediate family member(s) in connection with a deadly weapon event that occurs during the period of insurance at any of the location(s).
		\$15,000 Each Person	
		\$1,000,000 AGG	

#### FUNERAL EXPENSES

<b>Funeral Expenses</b>	<b>Limits</b>	\$350,000 Each Event	Provides for reasonable and necessary funeral expenses incurred in connection with a deadly weapon event that occurs during the period of insurance at any of the location(s).
		\$15,000 Each Person	
		\$1,000,000 AGG	

#### EXTRA EXPENSE EXTENSION FOR THREAT ENDORSEMENT

<b>Extra Expense Extension for Treat</b>	<b>Limits</b>	\$350,000 Each Event	Additionally insures for the reasonable and necessary extra expense incurred following a threat.
		\$1,000,000 AGG	

#### EXTRA EXPENSE EXTENSION ENDORSEMENT

<b>Extra Expense Extension</b>	<b>Limits</b>	\$350,000 Each Event	Provides for the reasonable and necessary extra expense incurred in order to continue as nearly as practicable the normal conduct of business services following a deadly weapon event.
		\$1,000,000 AGG	
	<b>Indemnity Period</b>	356 (all other) or 30 (prevention of access) Days	
<b>LOSS OF TUITION FEES EXTENSION ENDORSEMENT</b>			
<b>Loss of Tuition Fees</b>	<b>Limits</b>	\$250,000 Each Loss	In the event of a deadly weapon event that occurs during the period of insurance, provides for the actual loss sustained resulting directly from the reduction in tuition fees during the period of indemnity.
		\$2,250,000 AGG	
	<b>Indemnity Period</b>	356 Days	
<b>DEMOLITION, CLEARANCE &amp; MEMORIALIZATION COSTS EXTENTION ENDORSEMENT</b>			
<b>Demolition, Clearance &amp; Memorialization Costs</b>	<b>Limits</b>	\$250,000 Each Event	Provides for reasonable and necessary costs, for demolition, removal, memorial, incurred as a direct result of a deadly weapon event.
		\$10,000 Each Loss for Memorial Plaques	
		\$1,000,000 AGG	
<b>OFF-SITE COVERAGE EXTENSION ENDORSEMENT</b>			
<b>Off-Site Coverage</b>	<b>Limits</b>	\$250,000 Each Event	Off-site incident means a deadly weapon event which occurs during the period of insurance at a location in the United States other than the insured location, to an employee or insured person who was participating in a sporting event sanctioned or acting within the scope of his or her employment at the time of the off-site incident. If a deadly weapon event occurs at an off-site location that has not previously been agreed prior to the event and where such event / activity was being conducted under your care, custody and control then only liable to pay the event responder fees.
		\$1,000,000 AGG	
<b>CHILD ABDUCTION EXTENSION ENDORSEMENT</b>			
<b>Child Abduction</b>	<b>Limits</b>	\$250,000 Each Event	In the event of an Abduction of a Covered Child that occurs during the Period of Insurance, the Underwriters shall be liable for the loss sustained by the Named Insured directly attributable to, either, the Abduction or to the Named Insured's efforts to counter or mitigate the effects of the Abduction, and which will comprise.
		\$1,000,000 AGG	
	<b>Indemnity Period</b>	Varies	
<b>SWATTING ENDORSEMENT</b>			
<b>Swatting Endorsement</b>	<b>Limits</b>	\$250,000 Each Event	Anonymous threat coverage means a situation, action, event, behavior, or information containing a threat made against you or a report of a fictitious Deadly Weapon Event, either to an emergency service provider or to you directly, which does not come from an identifiable assailant. We will only be liable to provide crisis management support and counselling services as defined in the policy and its endorsements.
		\$1,000,000 AGG	
<b>BUSINESS INTERRUPTION EXTENSION ENDORSEMENT</b>			
<b>Business Interruption Extension</b>	<b>Limits</b>	\$2,250,000 Each Loss	A direct result of the necessary interruption of your business services due to prevention of access to any of your location(s) by order of a civil or military authority, provided that such order is a sole and direct result of a deadly weapon event occurring at such location(s) and for a period of time not exceeding thirty (30) consecutive days from the date of such deadly weapon event.
		\$2,250,000 AGG	
	<b>Indemnity Period</b>	356 Days	
<b>CLAIMS PROCESSING PROCEDURE</b>			
Immediately report all claims directly to TPS at <a href="mailto:claims@tpspool.org">claims@tpspool.org</a> , 800-588-0013 or directly to the Director of Claims at 972-835-5221			
Should you require immediate assistance with an incident or possible incident, contact the CrisisRisk Strategies LLC Event Responder 24-hour/7-day @ 860-677-3790 or <a href="mailto:DWP@crisisrisk.com">DWP@crisisrisk.com</a>			
<i>*This is a summary of coverage, please refer to the policy form for specific policy details and exclusions. Full policy &amp; endorsement details are available on the TPS website at <a href="http://www.tpspool.org">www.tpspool.org</a>*</i>			

Revised on March 14, 2025



# TEXAS POLITICAL SUBDIVISIONS JSIF TERRORISM HIGHLIGHTS

## GENERAL TERMS

Carrier	Ironshore Insurance Service LLC (A Liberty Mutual Company)		
Insured	TPS Property Members		
A.M. Best Rating	A (Excellent)		
Policy Number	3642600		
Territory	United States		
Deductibles	\$10,000 (24 hour Ingress/Egress/Service Interruption)		
Limit	\$100,000,000 Per Occurrence & In The Aggregate		
Type	Foreign & Domestic Terrorism/Sabotage (real property)		
Purpose	Provided to assist TPS members in the event of a Property Terrorism Event		

COVERAGE	LIMIT/INDEMNITY PERIOD/MILES	COVERAGE DESCRIPTION	
*Underlying Sublimits*			
<b>ACCOUNTS RECEIVABLE</b>			
Accounts	Limit	\$250,000	As per property coverage document.
<b>BUSINESS INTERRUPTION</b>			
Business	Limit	\$1,000,000	Available if applied for.
<b>CIVIL OR MILITARY AUTHORITY</b>			
Civil or Military Authority	Limit	\$1,000,000	Actual loss sustained during the period of time when access to real or personal property is prohibited by an order of civil or military authority.
	Indemnity Period	30 days	
	Miles	1	
<b>DEBRIS REMOVAL EXPENSES</b>			
Debris Removal Expenses	Limit	\$1,000,000	Covers the necessary and reasonable expense of removal from locations of debris.
<b>DECONTAMINATION COSTS EXCLUDING NCBR</b>			
Decontamination Costs	Limit	\$250,000	Covers decontamination costs excluding nuclear, chemical, biological and radiological.
<b>DEMOLITION &amp; ICC</b>			
Demolition & ICC	Limit	\$1,000,000	Covers enforcement of any law, ordinance, governmental directive or standard in effect at the time of loss or damage regulating the construction, repair or use and occupancy of the property.
<b>ELECTRONIC DATA PROCESSING EQUIPMENT MEDIA (Physical Damage Only)</b>			
Electronic Data Processing	Limit	\$1,000,000	As per property coverage document.
<b>ERROR &amp; OMISSIONS</b>			
Error & Omissions	Limit	\$1,000,000	Covers direct physical loss or damage due to any error or unintentional omission.
<b>FINE ARTS</b>			
Fine Arts	Limit	\$250,000	Covers breakage of art, glass, windows, statuary, sculptures, marble, glassware, porcelain, bric-a-brac, antique furniture: antique jewelry or similar fragile articles, unless such breakage.
<b>FIRE PROTECTIVE SYSTEMS</b>			
Fire Protective	Limit	\$10,000	As per property coverage document.
<b>INGRESS/EGRESS</b>			
Ingress/Egress	Limit	\$1,000,000	Provides coverage for actual loss sustained during the period of time when ingress to or egress from the real or personal property is prohibited.
	Indemnity Period	30 days	
	Miles	1	
<b>KEY &amp; LOCK EXPENSE</b>			
Key & Lock	Limit	\$250,000	Covers necessary key & lock expenses.
<b>LANDSCAPING</b>			
Landscaping	Limit	\$10,000	Covers minimal landscape expense.
<b>LEASEHOLD INTEREST</b>			
Leasehold Interest	Limit	\$1,000,000	Available if applied for.
<b>MISSCELLANEOUS UNNAMED LOCATIONS</b>			
Miscellaneous Unnamed	Limit	\$1,000,000	As per property coverage document.
	Indemnity Period	30 days	
<b>NEWLY ACQUIRED LOCATIONS</b>			
Newly Acquired Locations	Limit	\$10,000,000	As per property coverage document.
	Indemnity Period	90 days	
<b>PRESERVATION OF PROPERTY</b>			
Preservation of Property	Limit	\$250,000	Reimburses expenses incurred in taking reasonable and necessary actions for the temporary protection and preservation of property.
<b>PROFESSIONAL FEES</b>			
Professional Fees	Limit	\$250,000	Covers reasonable and necessary expenses incurred to accountants, architects, auditors, engineers, or other professionals or employees to prepare and certify particulars or details of claims.
<b>RELOCATION EXPENSE</b>			
Relocation	Limit	\$1,000,000	Covers necessary relocation expense.
<b>RENTAL INCOME</b>			
Rental Income	Limit	\$1,000,000	Available if applied for.

SERVICE INTERRUPTION			
Service Interruption	Limit	\$1,000,000	Covers physical loss or damage to property and/or time element coverage arising from physical loss or damage.
	Indemnity Period	30 days	
	Miles	1	
SOFT COSTS			
Soft Costs	Limit	\$250,000	Covers necessary soft costs.
TRANSIT			
Transit	Limit	\$250,000	Covers loss resulting from loss or damage to property in transit.
VALUABLE PAPERS			
Valuable Papers	Limit	\$250,000	As per property coverage document.
CLAIMS PROCESSING PROCEDURE			
Immediately report all claims directly to TPS at <a href="mailto:claims@tpspool.org">claims@tpspool.org</a> , 800-588-0013 or directly to the Director of Claims at 972-835-5221			
<i>*This is a summary of coverage, please refer to the policy form for specific policy details and exclusions.*</i>			

Revised on October 31 2018

**11. Closed Session**

11.A. Discuss Issues Pertaining to Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee - Texas Government Code Chapter 551.074

11.B. Discussion Related to a Public School Student Wherein Personally Identifiable Information will Necessarily be Revealed - Texas Government Code 551.0821

11.C. Conduct Superintendent Formative Evaluation - Texas Government Code 551.074

11.D. Economic Development Discussion Regarding America Foundry JETI Application - Texas Government Code Chapter 403, Sec. 551.087

11.E. Discuss Issues Related to the Purchase, Exchange, Lease, or Value of Real Property - Texas Government Code Chapter 551.072

**12. Reconvene in Open Session**

**13. Adjourn**

Posted: Thursday, June 12, 2025, 4:30 p.m.



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For the Board of Trustees