

Sierra Blanca ISD
Board of Trustees – Regular Meeting

Date: April 26, 2021

Location: Sierra Blanca ISD WOLS Building

Time: 6:30 P.M.

THIS REGULAR MEETING OF THE BOARD OF TRUSTEES, BEING HELD FOR THE REASONS LISTED BELOW, IS AUTHORIZED IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE, SECTION 551.146. VERIFICATION OF NOTICE OF MEETING AND AGENDA ARE ON FILE IN THE OFFICE OF THE SUPERINTENDENT. CLOSED MEETING, IF REQUIRED, IS AUTHORIZED BY THE STATUTE AND WILL BE CONDUCTED PRIOR TO THE CONCLUSION OF THE MEETING. IF, DURING THE COURSE OF THE MEETING, ANY DISCUSSION OF ANY ITEM LISTED ON THE AGENDA SHOULD BE HELD IN CLOSED MEETING, THE BOARD WILL CONVEENE IN SUCH CLOSED MEETING IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, CHAPTER 551, SUBCHAPTERS D AND E, SECTIONS 551.071-551.084.

TEXAS GOVERNMENT CODE SECTION

551 SUBCHAPTERS D & E

551.071 Private consultation with the Board's Attorney

551.072 Discussing purchase, exchange, lease, or value of property

551.073 Discussing negotiated contracts for prospective gift or donations

551.074 Discussing personnel or to hear complaints against personnel

551.076 Considering the deployment, specific occasions for, or implementation of security Personnel or devices

551.082 Considering the discipline of a public school child, or complaint or charge against personnel

551.083 Considering the standards, guidelines, terms, or conditions the board will follow or will instruct its representatives to follow, in consultation with representatives to follow, in consultation with representatives of employee groups

551.084 Exclusion of witness from hearing

AT ANY TIME, THE BOARD MAY GO INTO CLOSED MEETING TO RECEIVE LEGAL COUNSEL OR ADVICE WHICH THE SCHOOL DISTRICT'S LEGAL COUNSEL DETERMINES SHOULD BE CONFIDENTIAL IN ACCORDANCE WITH COUNSEL'S DUTY TO THE DISTRICT PURSUANT TO THE CODE OF PROFESSIONAL RESPONSIBILITY OF THE STATE BAR OF TEXAS. THE BOARD OF TRUSTEES MAY TAKE ACTION IN THE OPEN PORTION OF THE MEETING ON ITEMS DISCUSSED IN THE CLOSED MEETING.

IF, DURING THE COURSE OF THE MEETING, DISCUSSION OF ANY ITEM ON THE AGENDA SHOULD BE HELD IN A CLOSED MEETING, THE BOARD WILL CONDUCT A CLOSED MEETING IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT, TEXAS GOVERNMENT CODE, CHAPTER 551, SUBCHAPTERS D AND E OR TEXAS GOVERNMENT CODE SECTION 418.183(F). BEFORE ANY CLOSED MEETING IS CONVENED, THE PRESIDING OFFICER WILL PUBLICLY IDENTIFY THE SECTION OR SECTIONS OF THE ACT AUTHORIZING THE CLOSED MEETING. ALL FINAL VOTES, ACTIONS, OR DECISIONS WILL BE TAKEN IN OPEN MEETING. [SEE TASB POLICY BEC(LEGAL)]

AGENDA

***THE BOARD WILL CONSIDER, DISCUSS, AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING ITEMS:**

- I. CALL MEETING TO ORDER (OTHER)**
- II. Opening Activities (Other)**
- III. Verification of Compliance with the Open Meetings Law. This is to verify that the provisions of Texas Government Code, Chapter 551.041 in connection with public posting of meeting. (Other)**
- IV. OPEN FORUM – PUBLIC COMMENT (OTHER)**
- V. CONSENT ITEM**
 - a. Tax Collections Report
 - b. Financial Report
 - c. Approve minutes of previous meeting.
- VI. LONESTAR INVESTMENT POOL AUTHORIZATION FORM**
- VII. SCHOOL AUDITOR LETTER OF ENGAGEMENT FY 2021**
- VIII. SCHOOL GUARDIAN PLAN**
 - a. Sheriff Arvin West
 - b. Santos “Sam” Lopez (Major)
- IX. EMPLOYMENT FOR 2021-2022 ACADEMIC YEAR**
 - a. Professional Staff
 - b. Non-Professional Staff
- X. SBISD BOND 2019**
 - a. New Gym Discussion
 - b. CTE Building Discussion
 - c. School Bond Expenses
- XI. SBISD LAND ACQUISITION**
 - a. Hudspeth County Road Closures and Annexation of Land
 - b. WOLS Building and Hudspeth County
 - c. Purchase of additional land
- XII. PROPOSAL FOR CONSTRUCTION MANAGER AT RISK**
 - a. Review Notice of Intent and Scope of Work
 - b. Timeline Approval
- XIII. SBISD FINANCIAL REVIEW**
 - a. General Fund Balance
 - b. Accounted vs. Unaccounted Funds
 - c. Learning Loss plans and impact to financial standing
 - d. Consideration of fund balance expenditures to meet district needs.
- XIV. SUPERINTENDENT’S REPORT**
- XV. VIRTUAL AND HYBRIDS SCHOOLS ACCELERATOR PROGRAM GRANT OPPORTUNITY**
- XVI. SCHOOL BOARD TRAINING REQUIREMENTS**
 - a. EISO Training
 - b. Human Trafficking and Sexual Harassment Training
 - c. LSG BOARD Training May 21-22, 2021 at ESC19
 - d. Summer Leadership Institute
 - i. June 16-19, 2021 in San Antonio
 - ii. June 23-26, 2021 in Fort Worth and Virtual
- XVII. LSG ACADEMIC ACHIEVEMENT UPDATE**
 - a. Goal Progress Measure 1
 - b. Goal Progress Measure 2

c. Goal Progress Measure 3

XVIII. LSG BOARD CONSTRAINTS

a. Board Self-Constraint 2

b. Board Self-Constraint 3

XIX. EXECUTIVE SESSION

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, chapter 551, subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

XX. ADJOURN

This notice was posted in compliance with the Texas Open Meetings Act on March 26, 2021.

Approved by:  (For the Board of Trustees)

Date: April 23, 2021 Posted Time: 1:15PM

SBISD BOARD MEETING NOTICE

NOTE: Due to COVID-19 Hudspeth County is taking precautionary measures and will host Commissioners Court via Telephone Conference as authorized by the Texas Open Meetings Act, Texas Government Code, including but not limited to: Provisions of TOMA (Section 418.016): Suspension of a required quorum of the governing body and the general public to gather in a single location. Requirements of Telephone Conference (Section 551.125(b)): Suspension of social gatherings of more than 10 people, Sierra Blanca ISD will follow the same precautionary measures. You are invited to participate in the zoom meeting.

Glenn Nathan is inviting you to a scheduled Zoom meeting.

Topic: Regular Board Meeting

Time: Apr 26, 2021 06:30 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://esc19.zoom.us/j/84254840935?pwd=NzJLUWVoTEVyMW05QVhsZUFtUEtZdz09>

Meeting ID: 842 5484 0935

Passcode: 440223

SIERRA BLANCA ISD
CURRENT 2020 TAX YEAR

MONTH	TAX LEVY	ADJ	MONTH TO DATE	PENALTY	INTEREST	YEAR TO DATE	OV/UN	%
SEPTEMBER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
OCTOBER	\$ 2,295,770.42	\$ -	\$ 176.69	\$ -	\$ -	\$ 176.69	\$ 0.33	0%
NOVEMBER	\$ 2,295,770.42	\$ -	\$ 60,749.26	\$ -	\$ -	\$ 60,927.08	\$ 0.76	3%
DECEMBER	\$ 2,295,770.42	\$ -	\$ 139,170.92	\$ -	\$ -	\$ 200,116.23	\$ 17.36	8%
JANUARY	\$ 2,295,770.42	\$ -	\$ 133,952.24	\$ -	\$ -	\$ 1,539,456.20	\$ 8.61	67%
FEBRUARY	\$ 2,295,770.42	\$ -	\$ 526,688.74	\$ 1,087.41	\$ 181.50	\$ 2,066,228.50	\$ -	90%
MARCH	\$ 2,295,770.42	\$ (718.70)	\$ 20,903.49	\$ 1,644.03	\$ 437.89	\$ 2,087,127.72	\$ 6.86	91%
APRIL	\$ 2,295,770.42							
MAY	\$ 2,295,770.42							
JUNE	\$ 2,295,770.42							
JULY	\$ 2,295,770.42							
AUGUST	\$ 2,295,770.42							
TOTALS	XXXXXXXXXXXXXX							XXXXXXX

SIERRA BLANCA ISD
2020 TAX YEAR

MONTH	BASE TAX	PENALTY	INTEREST	ATTY FEE	OV/UN	TOTALS
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MONTH TO DATE						
SEPTEMBER	\$ 8,564.90	\$ 1,023.12	\$ 1,776.67	\$ 1,689.04	\$ 4.47	\$ 13,058.20
OCTOBER	\$ 2,705.68	\$ 324.73	\$ 328.32	\$ 504.18	\$ 0.50	\$ 3,863.41
NOVEMBER	\$ 2,074.31	\$ 243.17	\$ 428.29	\$ 362.40	\$ 0.10	\$ 3,108.27
DECEMBER	\$ 3,354.91	\$ 402.56	\$ 1,118.85	\$ 731.50	\$ 3.51	\$ 5,611.33
JANUARY	\$ 1,586.76	\$ 190.41	\$ 571.58	\$ 352.31	\$ (0.09)	\$ 2,700.97
FEBRUARY	\$ 5,479.98	\$ 657.47	\$ 2,131.77	\$ 1,240.24	\$ 2.12	\$ 9,511.58
MARCH	\$ 3,576.09	\$ 531.41	\$ 1,298.62	\$ 929.50	\$ (1.11)	\$ 6,334.51
APRIL						
MAY						
JUNE						
JULY						
AUGUST						

(the minus in the boxes are either escrow payments or refund payments accept for ov/un)

MONTH	BASE TAX	PENALTY	INTEREST	ATTY FEE	OV/UN	TOTALS
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YEAR TO DATE						
SEPTEMBER	\$ 8,564.90	\$ 1,023.12	\$ 1,776.67	\$ 1,689.04	\$ 4.47	\$ 13,058.20
OCTOBER	\$ 11,270.58	\$ 1,347.85	\$ 2,104.99	\$ 2,193.22	\$ 4.97	\$ 16,921.61
NOVEMBER	\$ 13,344.89	\$ 1,672.58	\$ 2,433.31	\$ 2,697.40	\$ 5.47	\$ 20,153.65
DECEMBER	\$ 16,699.80	\$ 2,075.14	\$ 3,552.16	\$ 3,428.90	\$ 8.98	\$ 25,764.98
JANUARY	\$ 18,286.56	\$ 2,265.55	\$ 4,123.74	\$ 3,781.21	\$ 8.89	\$ 28,465.95
FEBRUARY	\$ 23,766.54	\$ 2,923.02	\$ 6,255.51	\$ 5,021.45	\$ 11.01	\$ 37,977.53
MARCH	\$ 27,342.63	\$ 3,454.43	\$ 7,554.13	\$ 5,950.95	\$ 9.90	\$ 44,312.04
APRIL						
MAY						
JUNE						
JULY						
AUGUST						

		EstimatedRevenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
101 / 1	FOOD SERVICE	100,460.00	-5,170.11	-67,007.61	33,452.39	66.70%
199 / 1	GENERAL FUND	2,139,619.00	-384,300.31	-2,073,994.49	65,624.51	96.93%
211 / 1	ESEA TITLE I PART A-IMP BASIC	32,692.00	.00	-13,196.72	19,495.28	40.37%
255 / 1	TITLE II, PART A, TCHR/PRINC.	4,240.00	.00	-1,793.82	2,446.18	42.31%
266 / 1	ESSER	29,437.00	.00	-29,437.00	.00	100.00%
276 / 1	INSTRUCTIONAL CONTINUITY GRANT	10,500.00	.00	.00	10,500.00	.00%
289 / 1	ERATE	10,000.00	.00	-4,356.04	5,643.96	43.56%
599 / 1	DEBT SERVICE	618,709.00	-150,579.67	-611,869.23	6,839.77	98.89%
699 / 1	CAPITAL PROJECTS	.00	-1,034.04	-15,039.52	-15,039.52	.00%
	Total 5000 Revenues	2,945,657.00	-541,084.13	-2,561,611.86	384,045.14	86.96%
	Total 7000 Revenues	.00	.00	-255,082.57	-255,082.57	.00%
	Total Revenues	2,945,657.00	-541,084.13	-2,816,694.43	128,962.57	86.96%

SIERRA BLANCA ISD

As of March

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
101 / 1 FOOD SERVICE	-100,460.00	40.00	72,780.75	10,030.83	-27,639.25	72.45%
199 / 1 GENERAL FUND	-2,139,619.00	8,091.25	1,354,726.19	145,052.61	-776,801.56	63.32%
211 / 1 ESEA TITLE I PART A-IMP BASIC	-32,692.00	.00	22,484.27	2,919.88	-10,207.73	68.78%
255 / 1 TITLE II, PART A, TCHR/PRINC.	-4,240.00	.00	3,056.27	396.89	-1,183.73	72.08%
266 / 1 ESSER	-29,437.00	.00	29,437.00	.00	.00	100.00%
276 / 1 INSTRUCTIONAL CONTINUITY GRANT	-10,500.00	.00	10,500.00	.00	.00	100.00%
289 / 1 ERATE	-10,000.00	.00	7,421.71	963.81	-2,578.29	74.22%
599 / 1 DEBT SERVICE	-618,709.00	.00	260,431.55	.00	-358,277.45	42.09%
699 / 1 CAPITAL PROJECTS	-9,700,948.00	.00	.00	.00	-9,700,948.00	-.00%
Total 6000 Expenditures	-12,646,605.00	8,131.25	1,760,837.74	159,364.02	-10,877,636.01	13.92%
Total 8000 Expenditures	.00	.00	.00	.00	.00	.00%
Total Expenditures	-12,646,605.00	8,131.25	1,760,837.74	159,364.02	-10,877,636.01	13.92%

End of Report

Combined Funds Board Report
 Combined Funds Recap by Fund
 SIERRA BLANCA ISD

Comparison of Revenue to Budget
 As of March

	Estimated Revenue	Current Realized Revenue	Realized Revenue To Date	Revenue Balance	Percent Realized
General Operating Funds					
101 / 1 - FOOD SERVICE 5000	100,460.00	-5,170.11	-67,007.61	33,452.39	66.70%
199 / 1 - GENERAL FUND 5000	2,139,619.00	-384,300.31	-1,818,911.92	320,707.08	85.01%
199 / 1 - GENERAL FUND 7000	.00	.00	-255,082.57	-255,082.57	.00%
Totals 5000	2,240,079.00	-389,470.42	-1,885,919.53	354,159.47	84.19%
Totals 7000 OTHER RES/NON OPER REV/RES EQ	.00	.00	-255,082.57	-255,082.57	.00%
Totals General Operating Funds	2,240,079.00	-389,470.42	-2,141,002.10	99,076.90	95.58%
Special Revenue Funds					
266 / 1 - ESSER 5000	29,437.00	.00	-29,437.00	.00	100.00%
276 / 1 - INSTRUCTIONAL CONTINUITY GRANT 5000	10,500.00	.00	.00	10,500.00	.00%
289 / 1 - ERATE 5000	10,000.00	.00	-4,356.04	5,643.96	43.56%
Totals 5000 RECEIPTS	49,937.00	.00	-33,793.04	16,143.96	67.67%
Totals 7000 OTHER RES/NON OPER REV/RES EQ	.00	.00	.00	.00	.00%
Totals Special Revenue Funds	49,937.00	.00	-33,793.04	16,143.96	67.67%
Interest & Sinking Funds					
599 / 1 - DEBT SERVICE 5000	618,709.00	-150,579.67	-611,869.23	6,839.77	98.89%
Totals 5000 RECEIPTS	618,709.00	-150,579.67	-611,869.23	6,839.77	98.89%
Totals 7000 OTHER RES/NON OPER REV/RES EQ	.00	.00	.00	.00	.00%
Totals Interest & Sinking Funds	618,709.00	-150,579.67	-611,869.23	6,839.77	98.89%
Construction Funds					
699 / 1 - CAPITAL PROJECTS 5000	.00	-1,034.04	-15,039.52	-15,039.52	.00%
Totals 5000 RECEIPTS	.00	-1,034.04	-15,039.52	-15,039.52	.00%
Totals 7000 OTHER RES/NON OPER REV/RES EQ	.00	.00	.00	.00	.00%
Totals Construction Funds	.00	-1,034.04	-15,039.52	-15,039.52	.00%
Total Revenues 5000	2,908,725.00	-541,084.13	-2,546,621.32	362,103.68	87.55%
Total Revenues 7000	.00	.00	-255,082.57	-255,082.57	.00%
Total Revenues	2,908,725.00	-541,084.13	-2,801,703.89	107,021.11	96.32%

Comparison of Expenditures and Encumbrances to Budget
 As of March

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
General Operating Funds						
101 / 1 - FOOD SERVICE 6000	-100,460.00	40.00	10,030.83	72,780.75	-27,639.25	72.45%
199 / 1 - GENERAL FUND 6000	-2,139,619.00	8,091.25	145,052.61	1,354,726.19	-776,801.56	63.32%
Totals 6000 E X P E N D I T U R E S	-2,240,079.00	8,131.25	155,083.44	1,427,506.94	-804,440.81	63.73%
Totals 8000	.00	.00	.00	.00	.00	.00%
Totals General Operating Funds	-2,240,079.00	8,131.25	155,083.44	1,427,506.94	-804,440.81	63.73%
Special Revenue Funds						
266 / 1 - ESSER 6000	-29,437.00	.00	.00	29,437.00	.00	100.00%
276 / 1 - INSTRUCTIONAL CONTINUITY GRANT 6000	-10,500.00	.00	.00	10,500.00	.00	100.00%
289 / 1 - ERATE 6000	-10,000.00	.00	963.81	7,421.71	-2,578.29	74.22%
Totals 6000 E X P E N D I T U R E S	-49,937.00	.00	963.81	47,358.71	-2,578.29	94.84%
Totals 8000	.00	.00	.00	.00	.00	.00%
Totals Special Revenue Funds	-49,937.00	.00	963.81	47,358.71	-2,578.29	94.84%
Interest & Sinking Funds						
599 / 1 - DEBT SERVICE 6000	-618,709.00	.00	.00	260,431.55	-358,277.45	42.09%
Totals 6000 E X P E N D I T U R E S	-618,709.00	.00	.00	260,431.55	-358,277.45	42.09%
Totals 8000	.00	.00	.00	.00	.00	.00%
Totals Interest & Sinking Funds	-618,709.00	.00	.00	260,431.55	-358,277.45	42.09%
Construction Funds						
699 / 1 - CAPITAL PROJECTS 6000	-9,700,948.00	.00	.00	.00	-9,700,948.00	-.00%
Totals 6000 E X P E N D I T U R E S	-9,700,948.00	.00	.00	.00	-9,700,948.00	-.00%
Totals 8000	.00	.00	.00	.00	.00	.00%
Totals Construction Funds	-9,700,948.00	.00	.00	.00	-9,700,948.00	-.00%
Total Expenditures 6000	-12,609,673.00	8,131.25	156,047.25	1,735,297.20	-10,866,244.55	13.76%
Total Expenditures 8000	.00	.00	.00	.00	.00	.00%
Total Expenditures	-12,609,673.00	8,131.25	156,047.25	1,735,297.20	-10,866,244.55	13.76%

**Sierra Blanca ISD
Board of Trustees – Special Meeting**

Date: March 8, 2021

Location: Sierra Blanca ISD WOLS Building

Time: 6:00 P.M.

AGENDA

***THE BOARD WILL CONSIDER, DISCUSS, AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING ITEMS:**

- I. **6:13PM CALL MEETING TO ORDER (OTHER)**
MEMBERS IN ATTENDANCE: JOEL SANCHEZ, ESEQUIEL RAMIREZ, SUSANNA DICKENSON, ANNETTE RAMIREZ, TYLER ELAM, ROBERT GOMEZ, GLENN NATHAN.
STAFF MEMBERS PRESENT: DANIELLE SANCHEZ
- II. **6:14PM Opening Activities (Other)**
- III. **Verification of Compliance with the Open Meetings Law. This is to verify that the provisions of Texas Government Code, Chapter 551.041 in connection with public posting of meeting. (Other)**
- IV. **6:15PM OPEN FORUM – Public Comment (Other) NONE**
- V. **6:15PM Hudspeth Central Appraisal District Board Representative Appointment** Robert Gomez motioned to nominate. Susanna Dickenson second. Motion carried 6-0.
- VI. **6:24PM School Board Vacancy Appointment**
- VII. **6:24PM COVID-19 Report** Keeping mitigation in place.
- VIII. **6:30PM EXECUTIVE SESSION** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, chapter 551, subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]
The meeting is to be closed to consider administrative recommendation for School Board Vacancy Appointment School Instructional Leader under Texas Government Code Section 551.074 Susanna Dickenson motioned to go into executive session. Annette Ramirez second. Motion carried 6-0.
6:59pm Susanna Dickenson motioned to end executive session. Tyler Elam second. Motion carried 6-0
- IX. **7:00pm School Board Vacancy Appointment** Esequiel Ramirez motioned to nominate Jennifer Canaba for board vacancy. Annette Ramirez second. Three for Jennifer Canaba, Joel Sanchez, Annette Ramirez, and Esequiel Ramirez. One abstain Susanna Dickenson. Two nay Robert Gomez, and Tyler Elam. Motion carried.
- X. **7:03PM Consider approval of administrative recommendation** Tyler Elam motioned to approve administrative recommendation. Susanna Dickenson second. Motion carried 6-0.
a. School Instructional Leader Mrs. Rosa Rocha
- XI. **7:03PM ADJOURN** Susanna Dickenson motioned to adjourn. Tyler Elam second. Motion carried 6-0.

SBISD BOARD MEETING NOTICE

NOTE: Due to COVID-19 Hudspeth County is taking precautionary measures and will host Commissioners Court via Telephone Conference as authorized by the Texas Open Meetings Act, Texas Government Code, including but not limited to: Provisions of TOMA (Section 418.016): Suspension of a required quorum of the governing body and the general public to gather in a single location. Requirements of Telephone Conference (Section 551.125(b)): Suspension of social gatherings of more than 10 people, Sierra Blanca ISD will follow the same precautionary measures. You are invited to participate in the zoom meeting.

You are invited to a Zoom meeting.

When: Mar 8, 2021 06:00 PM Mountain Time (US and Canada)

Register in advance for this meeting:

<https://esc19.zoom.us/join/zoom/register/tZcudeGrpz4qHNZNou-JVc0Qst79qplgprkK>

After registering, you will receive a confirmation email containing information about joining the meeting.

Meeting ID 833 2839 5062

Passcode 954047

DATE: March 22, 2021
Location: Wols building
Time: 6:00PM

AGENDA

- I. **6:11PM- CALLED MEETING TO ORDER**
MEMBERS IN ATTENDANCE: JOEL SANCHEZ, TYLER ELAM, ROBERT GOMEZ, ANNETTE RAMIREZ, SUSANA DICKENSON, ESEQUIEL RAMIREZ, GLENN NATHAN.
COMMUNITY MEMBERS PRESENT: ALCIA WALKER, JENNIFR CANABA, JIM POWELL, IMELDA POWELL.
STAFF MEMBERS PRESENT: DANIELLE SANCHEZ, MARTHA CANABA, ISMAEL RAMIREZ.
- II. **Opening Activities (Other)**
- III. **Verification of Compliance with the Open Meetings Law. This is to verify that the provisions of Texas Government Code, Chapter 551.041 in connection with public posting of meeting. (Other)**
- IV. **6:14PM WELCOME OF NEW SCHOOL BOARD MEMBER**
 - a. Jennifer Canaba
- V. **6:14PM OPEN FORUM- PUBLIC COMMENT (OTHER) NONE**
- VI. **6:15PM CONSENT ITEMS**
 - a. Tax Collections Report
 - b. Financial Report
 - c. Approve minutes of previous meeting.

Robert Gomez motioned to accept consent items. Tyler Elam second. Motioned carried 7-0.
- VII. **6:35PM SBISD BOARD BOND 2019**
 - a. Prioritized listing
 - b. Track and Field Status
 - c. New Gym Construction
- VIII. **6:52PM SUPERINTENDENT REPORT-** Report cards will be mailed out April 6th. STAAR testing is April 6th through the 8th.
- IX. **7:04PM SCHOOL BOARD TRAINING REQUIREMENTS**
- X. **7:07PM LSG ACADEMIC ACHIEVEMENT UPDATE**
 - a. Goal Progress Measure 1
 - b. Goal Progress Measure 2
 - c. Quarterly Board Evaluation
- XI. **7:16PM LSG BOARD CONSTRAINTS**
 - a. Board Self- Constraints
- XII. **EXECUTIVE SESSION**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, chapter 551, subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]
- XIII. **ADJOURN AT 7:26PM ROBERT GOMEZ MOTIONED TO ADJOURN THE MEETING. TYLER ELAM SECOND. ALL IN FAVOR 7-0.**



FIRST PUBLIC
Member FINRA/SIPC

Lone Star
Investment Pool

firstpublic.com

12007 Research Blvd. • Austin, Texas 78759 • 800.758.3927

Authorized Representative Add Form

Name of Participant Sierra Blanca ISD Participant Number 115902

Addition of Authorized Representative

In order to either (i) carry out the role of Investment Officer for the Participant or (ii) aid the Investment Officer of the Participant in the execution of his or her duties pursuant to Texas Government Code, Section 2256.003(c), as the case may be, the following officers, officials, employees, or contractors of the Participant are hereby designated as Authorized Representatives within the meaning of the Investment Agreement (Agreement). These designated Authorized Representatives have full power and authority to execute the Agreement and any other documents, as may be required to deposit money to and withdraw money from the Participant's Lone Star Investment Pool (Lone Star) account from time to time in accordance with the Agreement and the Information Statement, and take all other actions deemed necessary or appropriate for the investment of local funds of the Participant:

	Rep #1	Rep #2	Rep #3
Printed Name	<u>Glenn Nathan</u>	<u></u>	<u></u>
Title	<u>Superintendent</u>	<u></u>	<u></u>
E-mail address	<u>gnathan@sierrablancalsd.net</u>	<u></u>	<u></u>
Signature	<u></u>	<u></u>	<u></u>

In accordance with Lone Star procedures, an Authorized Representative shall promptly notify Lone Star of any changes in who is serving as Authorized Representative.

In addition to the foregoing Authorized Representatives, each Investment Officer of Lone Star appointed by the Lone Star Board of Trustees from time to time is hereby designated as an Investment Officer of the Government Entity and, as such, shall have responsibility for investing the share of Lone Star assets representing local funds of the Government Entity.

PASSED AND APPROVED this _____ day of _____, 20 ____.

By: _____ By: _____

Printed Name, Board President

Printed Name, Board Secretary

State of Texas,

County of _____

Before me, _____, on this day personally appeared _____, known to
(name of notary) (name of President and Secretary)

me (or proved to me on the oath of _____) or through _____ to be the person(s)
(person providing oath) (identification item)

whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20 ____.

(Personalized Seal)

Notary Public's Signature

Updated 9/18



March 31, 2021

To the Board of Trustees and Superintendent
Sierra Blanca Independent School District

We are pleased to confirm our understanding of the services we are to provide Sierra Blanca Independent School District for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities (if any), each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Sierra Blanca Independent School District as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Sierra Blanca Independent School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Sierra Blanca Independent School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of the District's Proportionate Share of the Net Pension Liability – Teacher Retirement System
- 3) Schedule of District Contributions – Teacher Retirement System
- 4) Schedule of the District's Proportionate Share of the Net OPEB Liability – Texas Public School Retired Employees Group Insurance Plan
- 5) Schedule of District Contributions – Texas Public School Retired Employees Group Insurance Plan

We have also been engaged to report on supplementary information other than RSI that accompanies Sierra Blanca Independent School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining Schedules of Non-Major Funds
- 2) Schedule of Delinquent Taxes Receivable
- 3) Budgetary Schedules for Child Nutrition Fund and Debt Service Fund
- 4) Schedule of Expenditures of Federal Awards (if applicable)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) Schedule of Required Responses to Selected School First Indicators

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Trustees of Sierra Blanca Independent School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs.

However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Sierra Blanca Independent School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Sierra Blanca Independent School District's major programs. The purpose of these procedures will be to express an opinion on Sierra Blanca Independent School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Sierra Blanca Independent School District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others.

In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon.

Your responsibilities also include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to Sierra Blanca Independent School District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Singleton, Clark & Company, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Texas Education Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Singleton, Clark & Company, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Texas Education Agency or a federal agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

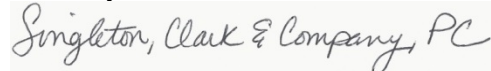
We expect to begin our audit during the spring or summer months of 2021 from our office and with a preliminary interim fieldwork visit to your office, conduct final fieldwork onsite with you in the summer or fall, and to issue our reports no later than 150 days after your fiscal year end. Robert Gattilia is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services is expected to be \$19,500. However, given the nature of an audit and the possibility that unexpected circumstances or conditions may be encountered, such as deficient accounting records or indications of fraud or irregularities, professional standards do not allow us to guarantee minimum audit fees. The above fee is also based on anticipated cooperation from your personnel. If we determine that significant additional time will be necessary to complete the audit, we will discuss it with you in advance and arrive at a new fee amount before we incur the additional time and costs. In addition, the above fee is based on the understanding that the District will not be subject to the federal Single Audit requirements due to federal awards not expected to exceed \$750,000 for the fiscal year. Should a Single Audit become applicable, the additional fees would be \$2,500 for basic Single Audit procedures and \$4,000 per major federal program required to be tested.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Our standard progress billing method is as follows: 30% of fee after completion of audit planning and interim fieldwork, additional 50% of fee after completion of final fieldwork, and final 20% of fee after issuance of our audit report. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us through the most recent audit phase completed and any additional time incurred on a phase in progress.

We appreciate the opportunity to be of service to Sierra Blanca Independent School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return the letter to us after making a copy for your records.

Sincerely,

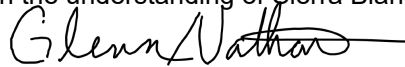


Singleton, Clark & Company, PC

RESPONSE:

This letter correctly sets forth the understanding of Sierra Blanca Independent School District.

Management signature: _____



Title: Superintendent - Sierra Blanca I.S.D.

Date: 4/19/2021

Definitions:



Guardian Plan

The Board of Trustees may grant written permission for designated employees to carry firearms on School District property.

Marshal Plan

The Board of Trustees may appoint a specially trained and licensed employee to become a school marshal. There may only be one school marshal per every 200 students in ADA per campus.



What is the risk?

The Due Process Clause of the Fourteenth Amendment forbids public school districts from depriving individuals of life, liberty, or property.

The Constitutional mandate is enforced through claims for civil damages under 42 U.S.C. §1983.



What is the risk?

To state a claim against a public official in his individual capacity, a person must: (1) allege a violation of rights secured by the Constitution or laws of the United States; and (2) demonstrate that the official committed the alleged deprivation under color of state law.

It is presumed that that any individual threatened with or injured by a weapon authorized under school policy would meet both parts of a §1983 cause of action.

Authority

Guardian Plan vs. School Marshal



Guardian Plan

The purpose is to provide an armed **self-defense option** prior to the arrival of law enforcement in the event of an active shooter on campus.

Marshal Plan

The school marshal essentially has a peace officer's general authority. Training focuses security and law enforcement duties for **preventing** dangerous situations and reacting to dangerous situations.



Use of Weapon

Guardian Plan

Determined by school policies and procedures.

Marshal Plan

The handgun may only be accessed under circumstances that would justify deadly force for the safety or protection of others.



Statutes

Guardian Plan

- ▶ Texas Penal Code §46.03(a)(1)

Marshal Plan

- ▶ Texas Education Code §37.0811
- ▶ Texas Occupations Code §1701.260



Board Policies

Guardian Plan	Marshal Plan
<ul style="list-style-type: none">▶ CKC▶ GKA	<ul style="list-style-type: none">▶ CKC▶ GKA

Training Requirements



Guardian Plan

School Districts typically require the designated employee to have a current concealed handgun license.

Specialized school safety training may be available from instructors certified by the Department of Public Safety (DPS). To receive a school safety certification, qualified instructors must complete 15-20 hours of training on: protection of students; interaction of license holders with first responders; tactics for denying an intruder entry into a school facility or classroom; and methods for increasing license holder's accuracy with a handgun while under duress. A qualified handgun instructor that completes the school safety certification may provide school safety training to employees of a school district who have obtained a handgun license. Tex. Gov't Code §411.1901.

Marshal Plan

To become a school marshal, a school district employee must:

- ▶ hold a valid License to Carry issued through the Texas Department of Public Safety;
- ▶ pass a psychological exam;
- ▶ complete TCOLE approved 80-hour School Marshal Course

License expires on the person's birth date following the second anniversary of initial licensure or renewal. License is renewed for a person who has:

- ▶ completed a renewal course administered by TCOLE;
- ▶ passed a commission exam;
- ▶ demonstrated handgun proficiency as required by the commission; and
- ▶ demonstrated psychological fitness.



Training Costs

Guardian Plan

- ▶ **Valid Texas License to Carry:**
\$40 (state fee/renewal) and Courses
approx. **\$80–\$120**
- ▶ **School Safety Training Course:**
\$250–\$420 depending on
group/individual. Active shooter
training could be extra costs.

Marshal Plan

- ▶ **Valid Texas License to Carry:**
\$40 (state fee/renewal) and Courses
approx. **\$80–\$120**
- ▶ **School Marshal Training Course:**
In an email with TCOLE personnel, the
cost of the course for TCOLE
approved providers range from **\$350–
\$600**. *These may change due to the
Governor's new safety plan.

Weapons // Ammo



Guardian Plan

Ammunition determined by board policy and procedures but suggest using frangible ammunition that is required for school marshals.

- ▶ Weapon – most recommend 9 mm handgun.

Marshal Plan

A school marshal may only use frangible duty ammunition approved by TCOLE. Tex. Educ. Code §37.0811.

- ▶ Weapon – most recommend 9 mm handgun.



Weapon Storage and Carry

Guardian Plan

Guardians are authorized to carry firearms on school premises. The Board of Trustees will adopt policies and procedures for the guardian regarding where the guardian must carry or store the weapon.

Marshal Plan

A school marshal may carry a concealed handgun, unless the primary duty of the school marshal involves regular, direct contact with students. If the school marshal has regular, direct contact with students, then the school marshal must place the handgun in a locked and secured safe on the physical premises of the school and within the marshal's immediate reach.

General Costs

Guardian Plan and Marshal Plan

Handgun:	Most instructors require a handgun minimum of 3.8mm or higher (9mm recommended). Generally, costs can range from \$200–\$500 depending on the brand.
Handgun Holster:	Costs can generally range from \$20–\$100.
Gun Safe:	Can range from \$600–\$1,500+ depending on safe specifications.
Ammunition:	<ul style="list-style-type: none">▶ 9mm: generally \$150 for 1,000 rounds▶ 9mm: \$25 for 50 rounds
Frangible Ammunition:	<ul style="list-style-type: none">▶ 9mm: generally \$180–\$220 for 1,000 rounds▶ 9mm: \$30 – \$40 for 50 rounds

COMMUNITY RELATIONS
CONDUCT ON SCHOOL PREMISES

GKA
(LOCAL)

**Access to District
Property**

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

**Ejection or
Exclusion under
Education Code
37.105**

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

**Off-Campus
Activities**

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions

Tobacco and
E-Cigarettes

The District prohibits smoking and the use of tobacco products and e-cigarettes on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when:

1. A Texas handgun license holder authorized by the district as part of a school guardian program stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

SAFETY PROGRAM/RISK MANAGEMENT
EMERGENCY PLANS

CKC
(LOCAL)

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency; and
3. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

Firearms

Purpose

The Board has adopted these provisions regarding firearms to address concerns about effective and timely response to emergency situations at a District school, including: invasion of a school by an armed outsider; a hostage situation; actions of a student who is armed and poses a direct threat of physical harm to himself, herself, or others; and similar circumstances.

Authorization

Pursuant to its authority under state law, the Board may, from time to time, authorize specific District employees to possess certain firearms at school and at school-sponsored or school-related events, to the extent allowed by law.

Each specifically authorized employee shall be approved by action of the Board. The Superintendent shall issue written authorization to each approved employee.

The authorization for a specific employee to possess a firearm under this policy shall be automatically revoked if the employee is placed on administrative leave or separates from employment with the District, regardless of the reason. In addition, the Superintendent shall have the authority to revoke at any time a specific employee's authorization to possess a firearm under this policy.

Employee participation in this safety program shall be voluntary and shall not be a requirement for any position of employment with the District.

Handgun Licensees

Only a District employee who maintains a current license to carry a handgun, in accordance with Texas state law, shall be eligible for authorization to possess a firearm on District property.

A District employee who is a handgun license holder but who has not been specifically authorized by Board action under this policy shall not be permitted to possess a firearm on school property except in accordance with the limited provisions of DH(LOCAL).

SAFETY PROGRAM/RISK MANAGEMENT
EMERGENCY PLANS

CKC
(LOCAL)

Training	Each District employee who is authorized to possess a firearm on District property shall be provided specialized training in crisis intervention, management of hostage situations, and other topics as the Board or designee may determine necessary or appropriate.
Permitted Ammunition	Only District-approved ammunition shall be permitted in firearms authorized for use under the District's emergency operations procedures.



School Marshals and Other School District Personnel Carrying Firearms

Published online in [TASB School Law eSource](#)

Safety is a top priority for every school district. Given the enormous variation in geography, resources, and demographics around the State of Texas, it is fitting that each school district make its own assessment of security needs and options. For many school districts, security planning will include a determination regarding whether the district should employ school resource officers, school marshals, or other employees who are authorized to carry firearms. Factors relevant to those determinations are discussed in this memorandum.

Decisions about employees' access to firearms should be considered in light of the district's overall security plan. Given the range of potential risks at a school campus—including risks from weather, fire, gas leaks, accidents, as well as criminal activity—security planning should include readiness to respond to a variety of possible events.

Multi-Hazard Emergency Operations Plan

All school districts are required to adopt and implement a multi-hazard emergency operations plan (EOP) for use in the district's facilities. The plan must address prevention, mitigation, preparedness, response, and recovery. The plan must provide for various factors of an emergency, such as: district employee training in responding to an emergency, school drills and exercises for responding to an emergency, measures to ensure coordination with local law enforcement, health departments, and others, and much more. Tex. Educ. Code § 37.108(a). The Texas School Safety Center (TxSSC) provides [resources](#) for districts creating EOPs on its website.

Options for Employing Security Personnel

School districts have several [options](#) for obtaining security services at school facilities. School districts weigh these options based on factors such as district need, size, location, and cost.

School Resource Officer (SRO): A district may enter into a memorandum of understanding (MOU) with another governmental entity to have a peace officer, commissioned and employed by the other governmental entity, placed at the school district on a full or part time basis. Depending on the number of officers and the amount of time they will be stationed at the district, the MOU typically requires the school district to cover the proportional cost of their salary, benefits, and equipment.

School district commissioned peace officers: A school district can also create its own police department by commissioning school district peace officers. Any peace officer commissioned under Texas Education Code section 37.081 must meet all minimum standards for peace officers established by the Texas Commission on Law Enforcement (TCOLE). The school board may determine the jurisdiction of its commissioned officers, which may include all property under the control of the school district. To the extent school district commissioned peace officers have jurisdiction that overlaps with another law enforcement agency (e.g., the city or county), the school district and the other entity must have a memorandum of understanding (MOU) for communication and coordination. Tex. Educ. Code § 37.081(a).

SROs and school district commissioned peace officers must undergo model training for school police officers created by TCOLE in association with the TxSSC. School-based law enforcement officers must also take a TCOLE-approved course on active shooter incidents. Tex. Educ. Code § 37.0812.

Security personnel: If a school district employs an individual as security personnel, the individual must be a commissioned peace officer in order for the school district to authorize the individual to carry a weapon. Tex. Educ. Code § 37.081(a).

Security company: If a school district employs a private company, rather than its own employees, to provide security, state law does not directly address whether the company's employees may be authorized to carry firearms on school premises. A school district exploring the option of employing an outside security firm should do so in consultation with its school attorney.

School marshals: Since 2013, Texas law has permitted school districts to appoint one or more specially trained and licensed employees as school marshals, as described below. Tex. Educ. Code § 37.0811.

Local authorization: School marshals are one option—but not the only option—for school districts that wish to authorize designated employees to carry firearms on school premises. A second option is for a school board to adopt a local policy that authorizes the designation of specific employees who are authorized to carry firearms on school premises. (This is sometimes referred to as a “Guardian Plan.”) A school district has the option to appoint one or more school marshals, authorize through local policy the designation of one or more individual employees who may carry firearms on school premises, or both. Tex. Att’y Gen. Op. No. GA-1051 (2014).

Appointment of School Marshals

The Protection of Texas Children Act, as the school marshal law is called, allows the board of trustees of a school district or the governing body of an open-enrollment charter school to appoint one or more school marshals for each campus.. Tex. Educ. Code § 37.0811. The marshal

must have the appropriate licensing and certification by TCOLE. Tex. Code Crim. Proc. art. 2.127(d). The specialized marshal training program must require a psychological exam and include 80 hours of instruction designed to:

- Emphasize strategies for preventing school shootings and for securing safety of potential victims of school shootings;
- Educate a trainee about legal issues relating to the duties of peace officers and the use of deadly force;
- Introduce the trainee to effective law enforcement strategies and techniques;
- Improve the trainee's proficiency with a handgun; and
- Enable the trainee to respond to an emergency situation requiring deadly force, such as an active shooter situation. Tex. Occ. Code § 1701.260.

A school marshal appointed by a school board may carry or possess a handgun on the physical premises of a school, but only as provided by written regulations adopted by the board and only at the school specified by the board. The board must require that a designated school marshal may carry a concealed handgun on his or her person, unless the primary duty of the school marshal involves regular, direct contact with students; in that case, the school marshal must place the handgun in a locked and secured safe on the physical premises of the school and within the marshal's immediate reach. A school marshal may access a handgun only under circumstances that would justify the use of deadly force for the safety or protection of others as provided by law, and the marshal may use only frangible duty ammunition approved for the purpose by TCOLE. Tex. Educ. Code § 37.0811.

Designation of School Employees Authorized to Carry Firearms ("Guardian Plan")

Under the authority of the federal GFSA and the Texas Penal Code, school districts can grant written permission for anyone, including designated employees, to carry firearms on campus. 18 U.S.C. § 922(q)(2)(B)(v); Tex. Penal Code § 46.03(a)(1). An individual authorized by the district in writing to carry a firearm on school premises is not carrying the firearm pursuant to his or her handgun license, but rather pursuant to the written authority granted under Section 46.03. Tex. Att'y Gen. Op. No. GA-1051 (2014). If the firearm has moved in or otherwise affects interstate or foreign commerce, the permission must be in the form of a contract between the school and the individual or be part of a school district-approved program. 18 U.S.C. § 922(q)(2)(B).

In most cases, school districts limit employee authorization to commissioned peace officers. In some districts, however, authorization has been granted to other school officials or even classroom teachers. While state and federal law gives school districts broad discretion to authorize the possession of firearms and other weapons on school premises, granting such authority brings a host of practical concerns, including safety, and liability.

Considerations Prior to Expanding Employee Access to Firearms

Local environmental factors: School boards considering authorizing greater access to firearms on campuses should consider the unique environmental factors particular to their school district. A primary consideration for the school districts that have already granted authority for specific individuals to carry handguns on school premises has been an unusually long response time for emergency services. Rural districts located outside of municipalities have reported predicted response times of up to 30 minutes for emergency calls. Districts with campuses in such isolated settings may understandably have a heightened need to consider providing for their own security.

Relevant environmental factors include:

- Response time for first responders on a call involving an active shooter
- Proximity to high-crime areas
- Proximity to major railroads or roadways
- History of violent incidents
- Other factors indicating a heightened need for security to be provided by the school district as opposed to law enforcement

A school district that deems it necessary or appropriate to provide increased security through the school district, rather than local law enforcement, may want to consider all available options—including contracting for an SRO, contracting with a security firm, or commissioning its own law enforcement officers or school marshals—before permitting additional firearms to be carried on school premises by individuals who lack these credentials.

Coordination with law enforcement: Involvement of local law enforcement is essential in considering an expansion of access to firearms on school premises. State law requires school districts to ensure coordination with local law enforcement in the event of an emergency when preparing districts' emergency operations plans. Tex. Educ. Code § 37.108(a)(5).

With respect to school marshals, TCOLE is required to collect personal identifying information from each person that participates in the training program, such as name, date of birth, handgun license number, and address of the person's employment. Such information is confidential under law except that TCOLE is required to disclose this information to the following entities:

- Director of the Department of Public Safety;
- School district employing the individual;
- Chief law enforcement officer of the local municipality where the school district is located;

- Sheriff of the county if the person is employed by a school district and the campus is not located within a municipality; and
- Chief administrator of any peace officer commissioned under the Texas Education Code.

Tex. Occ. Code § 1701.260(j).

If a school district chooses to authorize designated employees to carry firearms through a local action other than the school marshal program, the district may wish to follow similar procedures to inform local law enforcement authorities about the presence of firearms on campus.

Moreover, school officials should seek to understand the legal requirements and obligations that law enforcement officials assume in responding to an emergency on a school campus. These requirements and obligations take on an entirely new meaning for a school district if a district employee is carrying or discharging a loaded weapon on campus when law enforcement arrives. This is an issue that a school district must be prepared to recognize and address with designated employees through training and possibly a written protocol.

Discussions with law enforcement may involve necessary school district officials, including potentially the superintendent, a board member, the school police chief or head of security, if any, and the school district's attorney. The discussions should be as candid as possible to acquire accurate information from law enforcement about their likely response to an emergency—especially an active shooter—on a campus that has authorized specific employees to carry firearms.

Discussions with law enforcement may include:

- Whether to adopt or amend a memorandum of understanding (MOU)
- Law enforcement's protocol for responding to an active shooter on campus
- Response time for an emergency call on campus involving a firearm
- Identification required for a school employee carrying a firearm
- Mutual agreement of procedures to follow when law enforcement arrives (e.g., stand-down, put weapon on the floor, show identification, etc.)

Stakeholder input: All school districts share a commitment to creating safe learning environments, but there can be no one-size-fits-all response to securing school campuses. Texas school districts vary enormously in size, location, demography, resources, and perspectives. While many Texas communities might embrace an action of the local school board to expand the presence of firearms on school premises, many others would erupt in controversy over the suggestion.

A school board considering granting authorization for firearms on campus may want to create opportunities for community feedback. Obtaining input from the community, parents, and other stakeholders will provide insight for the board into community support for a policy change, including support for the financial impact of a change.

School boards typically obtain community input through the public comment portion of school board meetings, posted in accordance with the Texas Open Meetings Act (OMA). See TASB Policies BED(LEGAL) and (LOCAL). A school board could receive public comment on the topic at a board meeting, or the district could consider calling a special “town hall” style meeting to focus on the single topic. If a quorum of the school board is gathered to hear community input, the event should be posted as a board meeting under the OMA. Tex. Gov’t Code § 551.043(a).

Risk management: As described in greater detail below under *Liability and Risk Management Concerns Related to Firearms*, permitting firearms on campus exposes a school district to additional risks, including theft, accidents, or injuries to school personnel or students. School districts considering expanding the authority of employees to bring weapons on campus should discuss the decision with their school attorney and insurance provider.

Coordination with EOP: If a district decides to expand the presence of firearms on school premises, it will likely need to make policy revisions. The general information included in board policy may be incorporated into the EOP. However, merely having an EOP on file may not be sufficient to serve as the *written authorization* needed under federal and state law to grant written permission to certain individuals to carry firearms on school premises. Changes to both local policy and the EOP should be considered in districts expanding authorization for firearms.

Note that a district’s EOP is generally not considered public information, unless the disclosure enables a person to verify certain issues related to a district’s safety plan. An interested person may request access to a document that verifies that the district has established an EOP, that the district has reviewed its EOP within the last twelve months, that district employees have been trained to respond to an emergency, and that each campus has conducted mandatory emergency drills and exercises in accordance with the plan, among other things. Tex. Educ. Code § 37.108(c-2).

Process for Local Policy Adoption

For a district wishing to grant authorization to carry firearms to school employees other than commissioned peace officers (including school marshals or other designated employees), the first step would be to change local school district policy. Then, based on the recommendation of the superintendent, the school board could grant specific named individuals written authorization to carry handguns on school premises. If the district wishes to keep the identities of the authorized individuals confidential, the district would need to proceed as described below at *Confidentiality Before, During, and After Safety Policy Changes*.

Relevant local policies include:

- TASB Policy CKE on SAFETY PROGRAM/RISK MANAGEMENT - SECURITY PERSONNEL for provisions on school marshals
- TASB Policy CKC on SAFETY PROGRAM/RISK MANAGEMENT - EMERGENCY PLANS for provisions authorizing designated employees (other than commissioned peace officers or school marshals) to carry firearms
- TASB Policy DH on EMPLOYEE STANDARDS OF CONDUCT for provisions authorizing designated employees to carry firearms

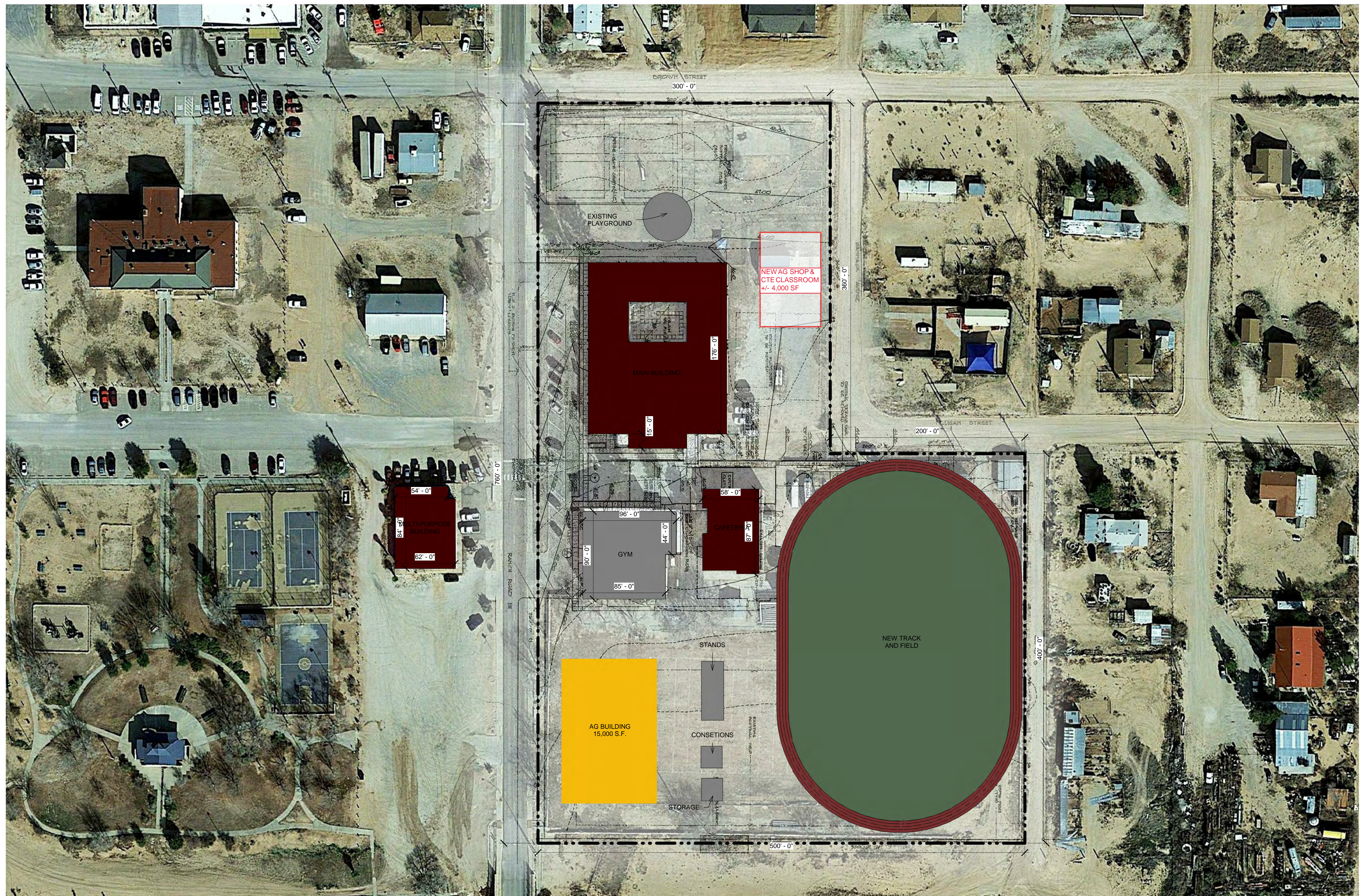
TASB Policy Service does not offer recommended model policy language, or a policy base version, for provisions authorizing designated employees to carry firearms under the district's local authority; however, TASB Policy Service can provide interested districts with examples from other districts' policies as a starting place. TASB Policy and Legal Services provide no assurance that these examples would be appropriate for any specific district; therefore, it is recommended that each district consult with its school attorney. Likewise, it is recommended that a district work with its school attorney on developing policy and regulations for an approved school marshal plan.

School districts considering the development of a local policy to expand access to firearms on school premises may want to work through a committee to develop a policy recommendation for the board. Each school district is already required to establish a school safety and security committee. The committee is tasked with developing and implementing emergency plans consistent with the district's EOP and providing support services in connection with safety audits and reports. Tex. Educ. Code § 37.109. The school safety and security committee may be a good place to start discussions about firearm policies. A district may want to consider including additional members to work with the committee, including additional representatives of local law enforcement, the district's local attorney, campus administrators, and a school nurse or counselor.

Implementation issues: For a district introducing a new policy to expand access to firearms on school premises, an implementation plan may be needed to cover complex issues that are not reflected in board policy. The plan would address a host of issues, including but not limited to, storage of an approved or district purchased firearm, training requirements for employees specifically authorized to carry firearms, retrieval of a firearm during an emergency situation, and other issues as detailed below.

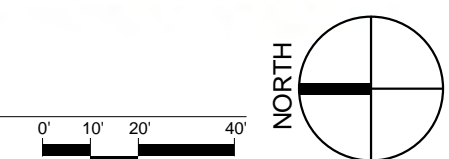
The level of detail to include in a written protocol depends on a number of factors, including concerns about the availability of the plan to the public or concerned parents through a public information request, safety concerns if details of the plan are disclosed, and concerns about theft or other criminal actions involving firearms on school premises, among others. Discussion of how much detail to put in such an administrative document should be addressed with the school

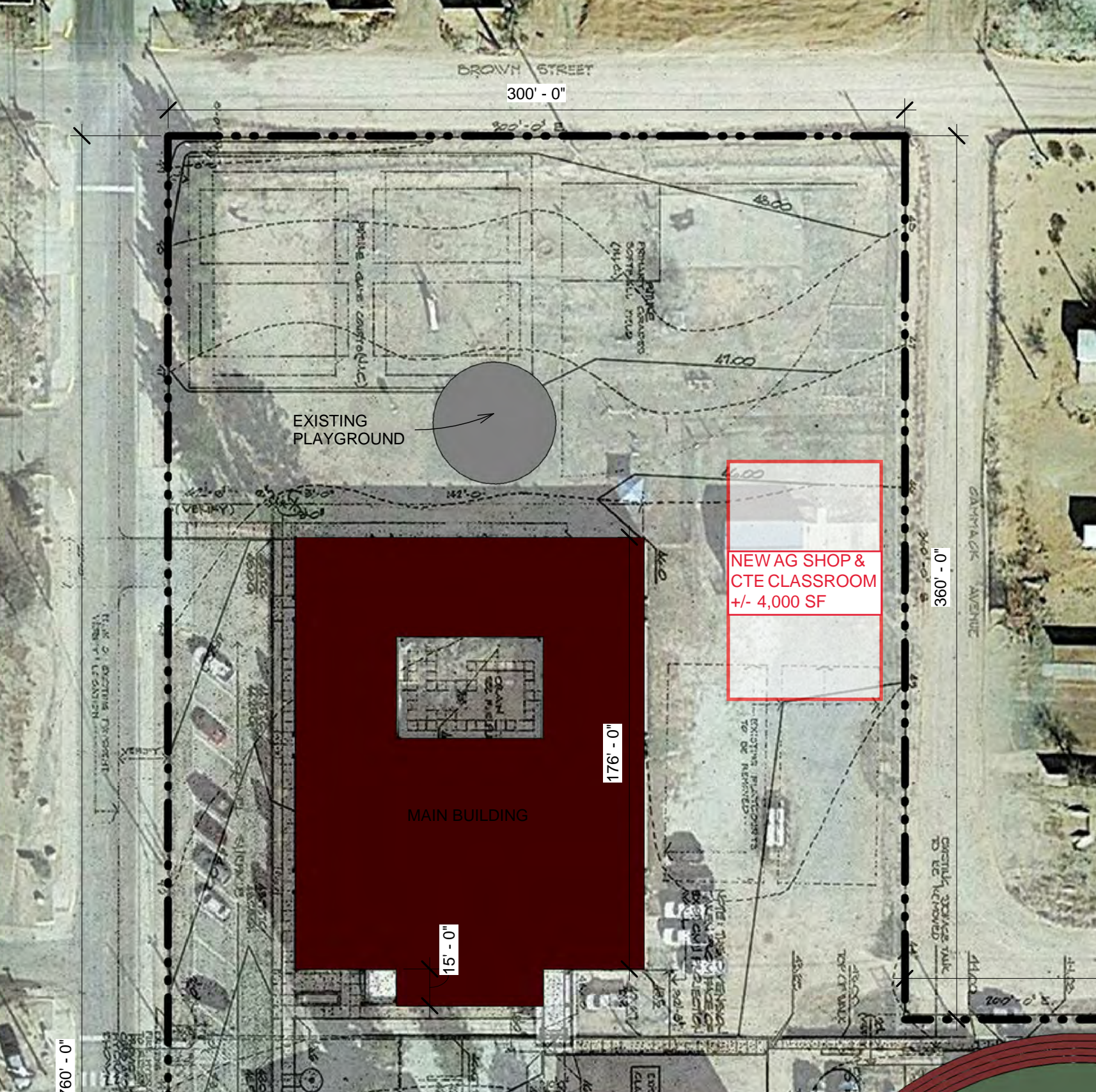
First Name	Last Name	Postion/Title	Employment Contract Recommendation
Rosa	Rocha	Administrator	Professional Contract
Danielle	Sanchez	Secretary/ Peims Coord	Letter of Assurance
Armida	Gomez	Business	Letter of Assurance
Jackie	Butler	Teacher Pk-Kinder	Teacher Contract
Michelle	Penalosa	Teacher 1st-2nd	Teacher Contract
Rachel	Gomez	Teacher 3-5 Eng/S.S	Teacher Contract
Deanna	Lopez	Teacher 3-5 Math/Sci	Teacher Contract
Eric	Ramberg	SPED Aide	Letter of Assurance
Robert	Morales	LT Sub	Letter of Assurance
Ismael	Ramirez	Teacher Science 8-12	Teacher Contract
Francisco	Rodriguez	Teacher Math 8-12	Teacher Contract
Jenny	Gomez	Teacher English 9-12	Teacher Contract
Felix	Reyes	Teacher History 8-12	Teacher Contract
Kayleigh	Coleman	Teacher Ag 8-12	Teacher Contract
Juanita	Snyder	Sped	Teacher Contract
Martha	Canaba	Teacher Aide	Letter of Assurance
Margarita	Castaneda	Teacher Aide	Letter of Assurance
Ilina	Chacon	Teacher Aide	Letter of Assurance
Sara	Castellano	Librarian	Letter of Assurance
Elizabeth	Morales	Dual Credit Facilitator	Letter of Assurance
Cindy	Garcia	Cafeteria Manager	Letter of Assurance
Bellerina	Morales	Cafeteria	Letter of Assurance
Guadalupe	Pantoja	Custodian	Letter of Assurance



SITE

SCALE: 1" = 50'-0"

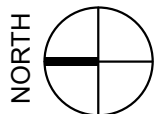
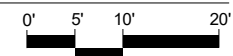






① **OVERALL FLOOR PLAN**
1" = 20'-0"

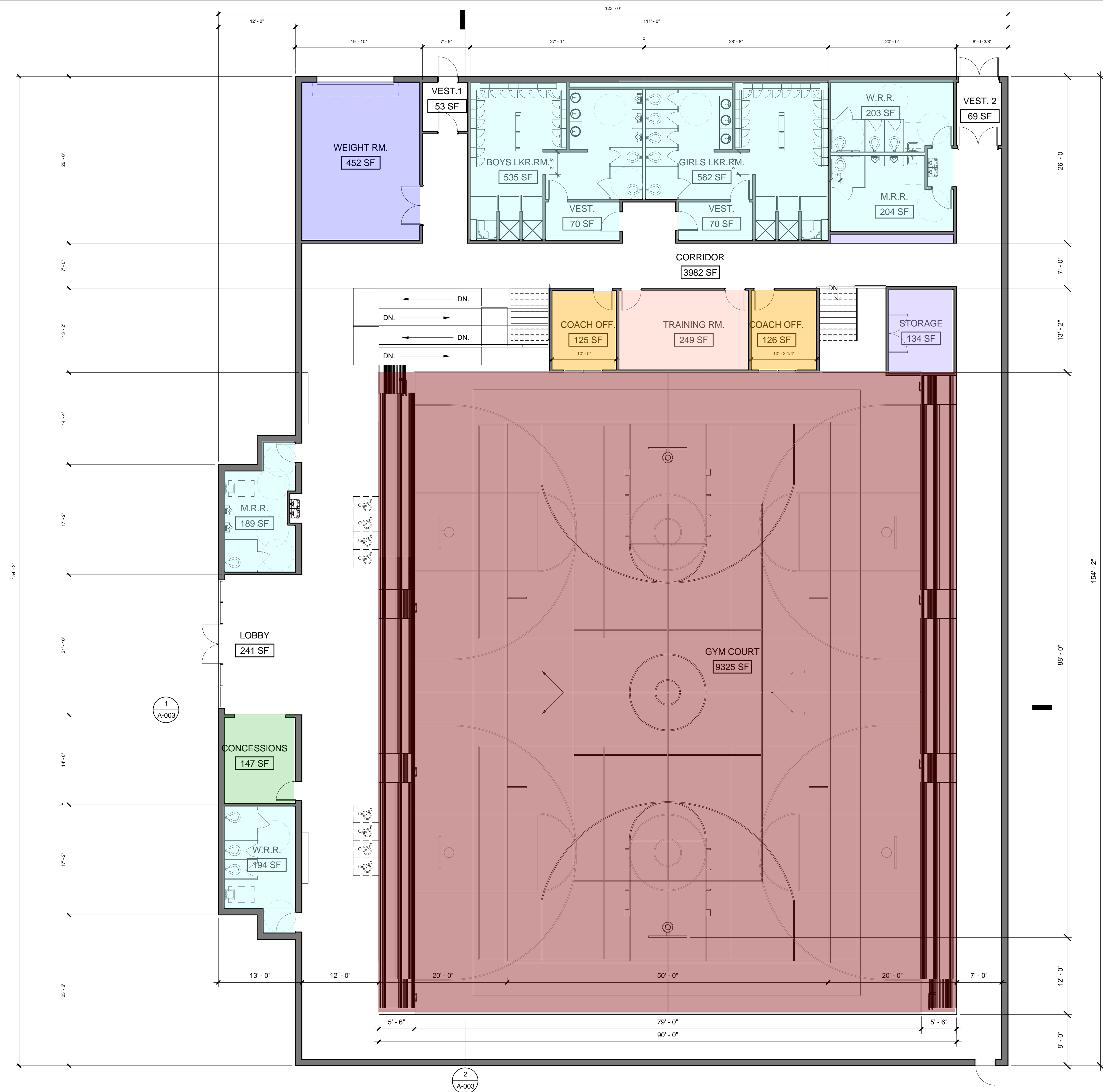
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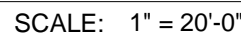


TOTAL AREA: 18,000 S.F.
TOTAL SEATING: 548
HOME: 274
VISITORS: 274

FLOOR PLAN

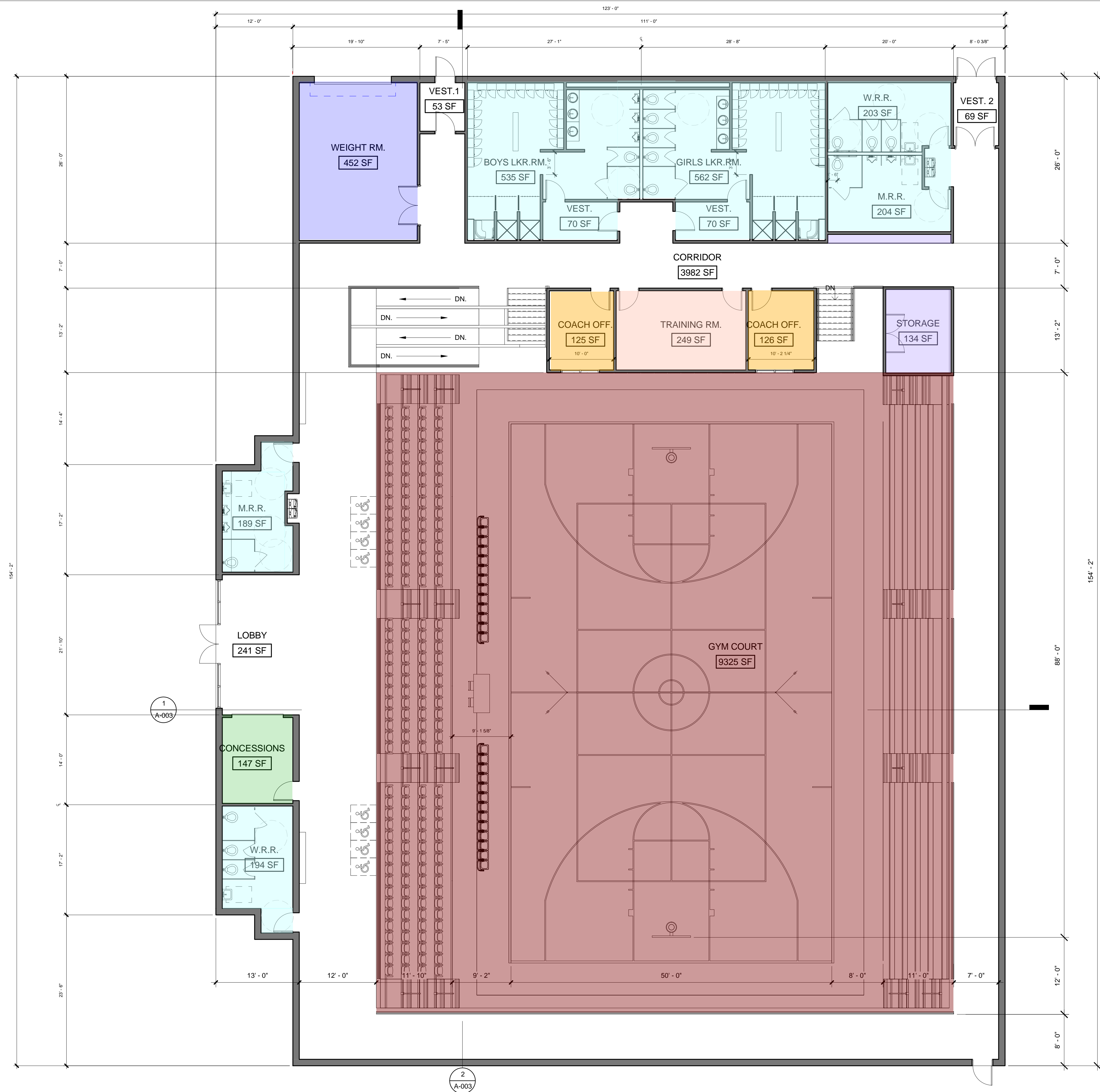
SCALE: 1/8" = 1'-0"





TOTAL AREA: 18,000 S.F.
TOTAL SEATING: 460
HOME: 186
VISITORS: 274

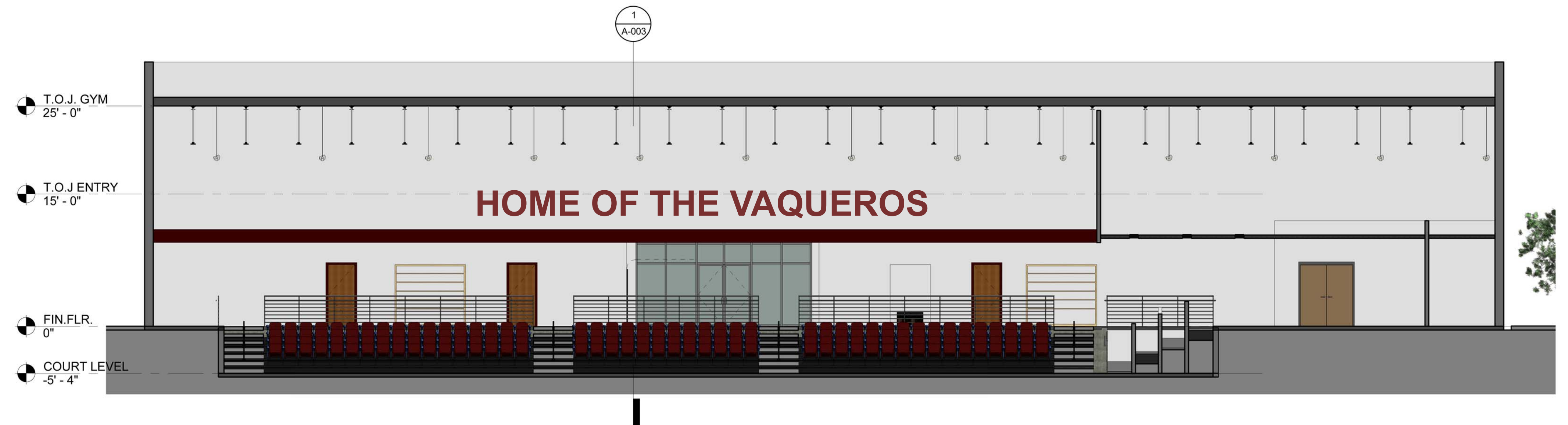
FLOOR PLAN
SCALE: 1/8" = 1'-0"





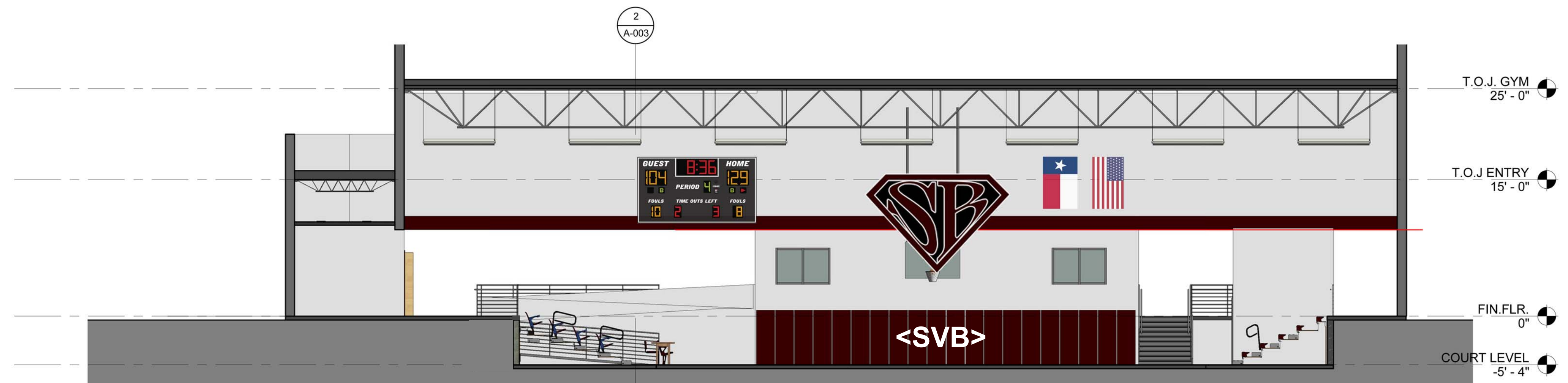
3D VIEW

SCALE:



SECTION 02

SCALE: 1/8" = 1'-0"



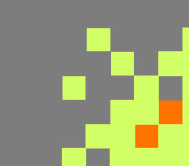
SECTION 01

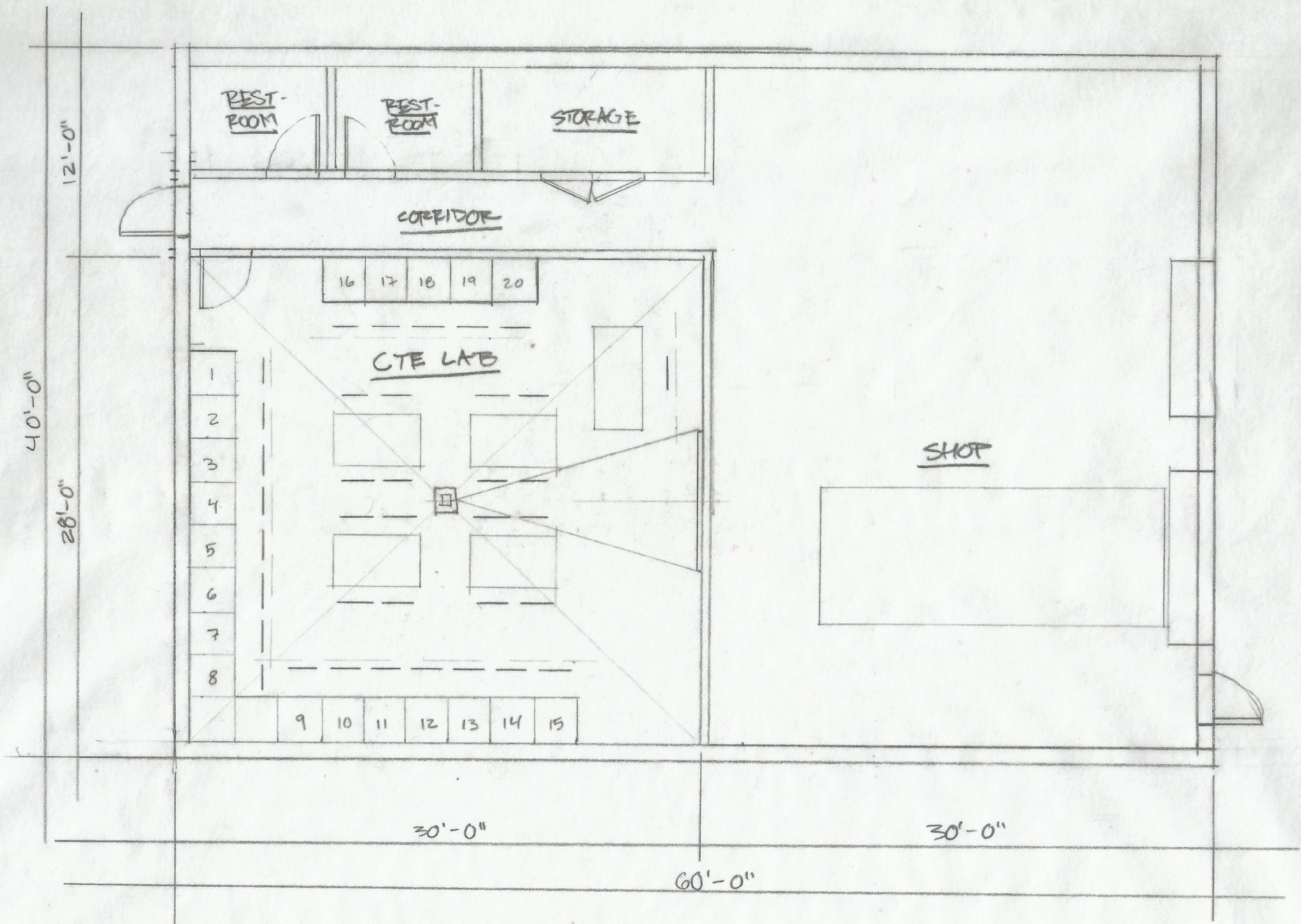
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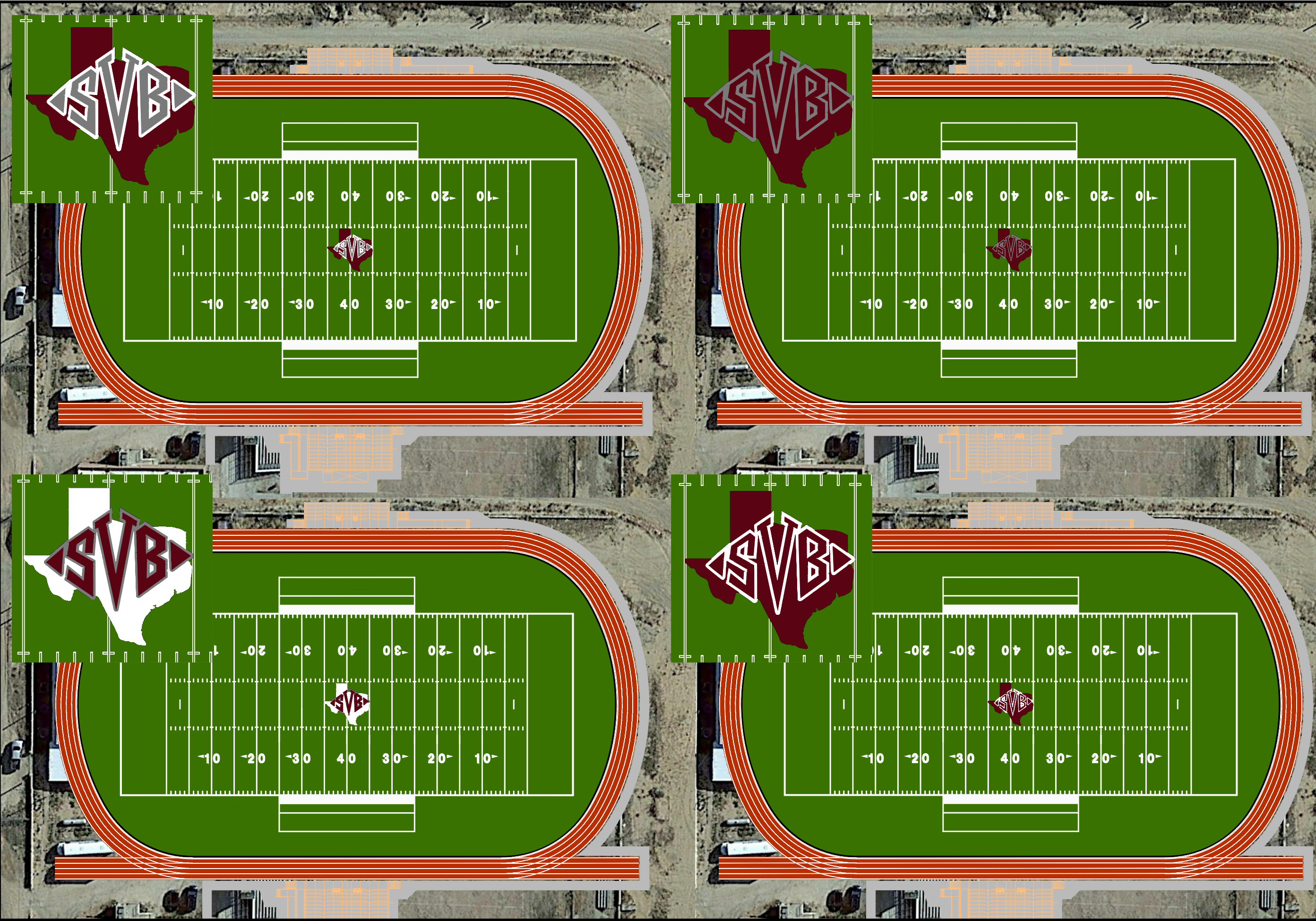
SBISD MAIN BUILDING RENOVATION - SCOPING DRAWING






FLOOR PLAN - OPTION II

$\frac{1}{8}" = 1'-0"$






Hellas Construction, Inc.
12710 Research Boulevard
Suite 240 Austin, TX 78759


(P) (512) 250-2910
(F) (512) 250-1960
hellasconstruction.com

OWNER:
Sierra Blanca Independent School District
500 Sierra Blanca Drive
Sierra Blanca, Texas

PROJECT:
SYNTHETIC TURF FOOTBALL FIELD

PROJECT LOCATION:
Sierra Blanca, Texas





COMMENTS:
Drawing scale accurate ONLY when printed on 11x17 paper.

DRAWN BY: BMR

All drawings and written material appearing herein constitute original unpublished work, and may not be duplicated, used or disclosed without the written consent of Hellas Construction, Inc.

DATE:
APRIL 8, 2021

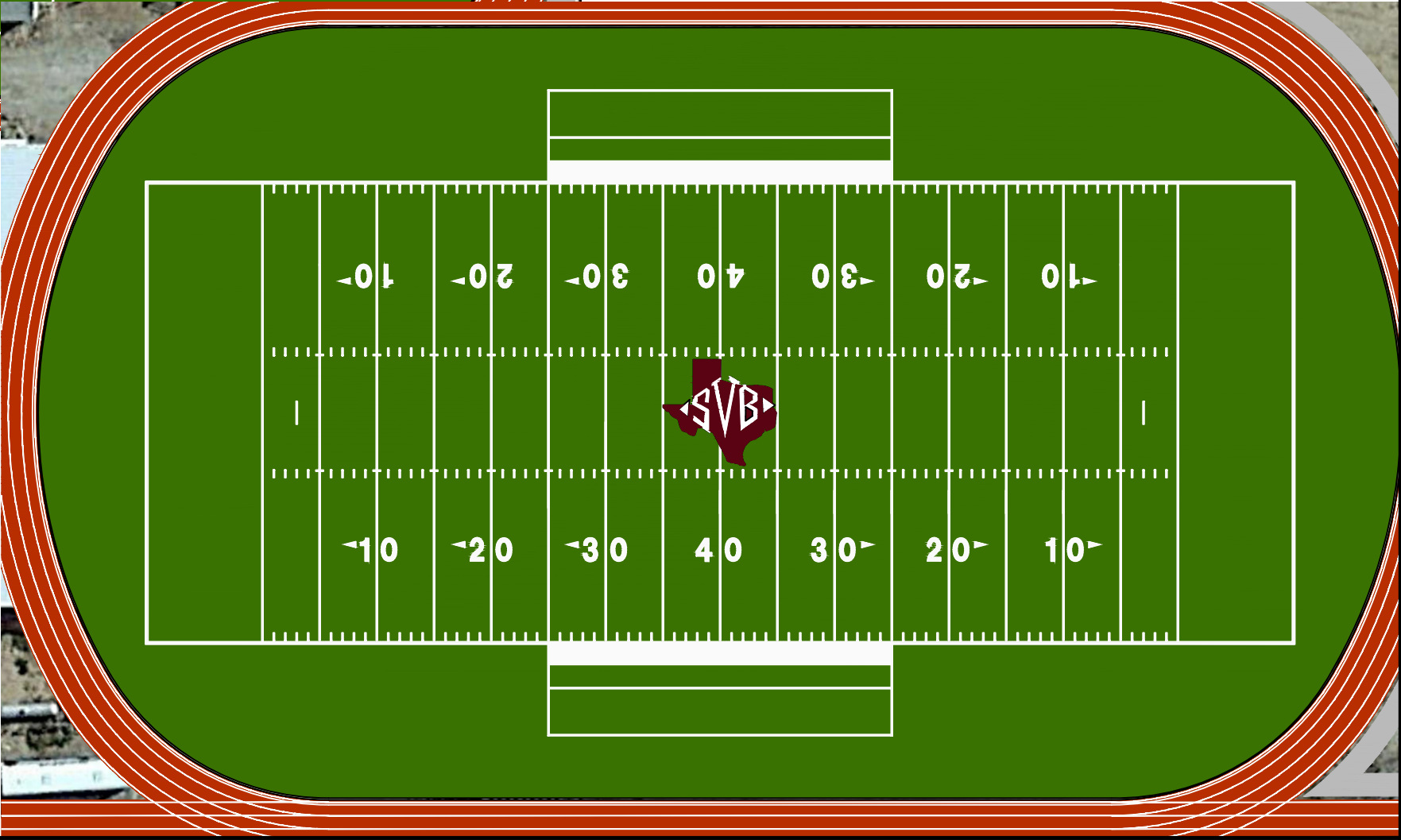
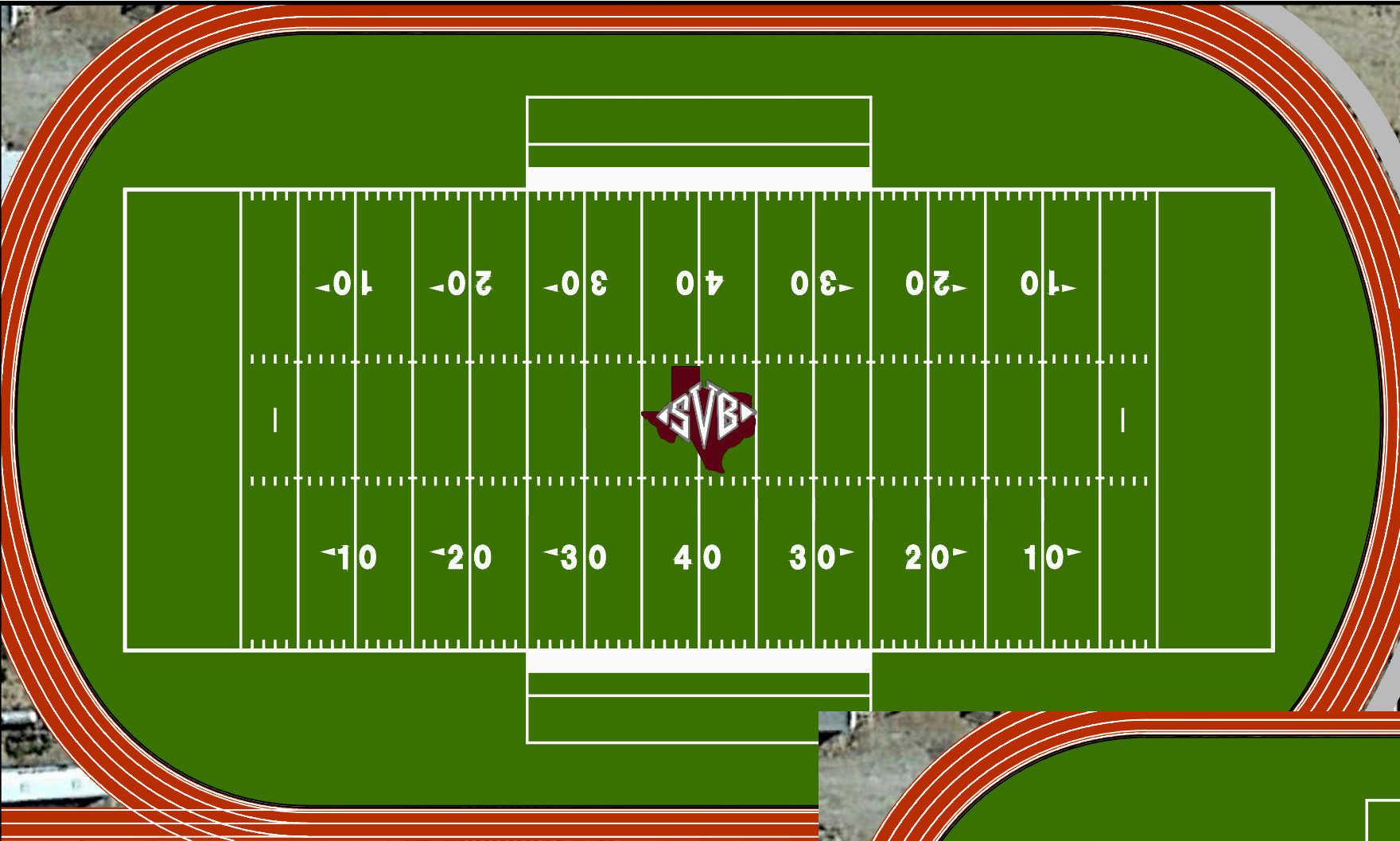
REVISION:
-

SHEET TITLE:
LOGO VARIATIONS

SHEET NUMBER:
1 OF 2



SCALE VARIES PER DETAIL





Hellas Construction, Inc.
12710 Research Boulevard
Suite 240 Austin, TX 78759

(P) (512) 250-2910
(F) (512) 250-1960
hellasconstruction.com

OWNER:
Sierra Blanca Independent School District
500 Sierra Blanca Drive
Sierra Blanca, Texas

PROJECT:
SYNTHETIC TURF FOOTBALL FIELD

PROJECT LOCATION:
Sierra Blanca, Texas





COMMENTS:
Drawing scale accurate ONLY when printed on 11x17 paper.

DRAWN BY: BMR

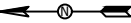
All drawings and written material appearing herein constitute original unpublished work, and may not be duplicated, used or disclosed without the written consent of Hellas Construction, Inc.

DATE:
APRIL 8, 2021

REVISION:
-

SHEET TITLE:
LOGO VARIATIONS

SHEET NUMBER:
2 OF 2



SCALE: 1:40





Sierra Blanca Independent School District

Petition and Request for Permanent Closure of Portions of Cammack,
Millican, and Hudspeth Roads.

IN THE COMMISSIONERS COURT
OF HUDSPETH COUNTY, TEXAS

A PETITION BY SIERRA BLANCA INDEPENDENT SCHOOL DISTRICT, PROPERTY OWNER IN
HUDSPETH COUNTY
REQUESTING THE COMMISSIONERS COURT
TO CLOSE ROAD TO THE PUBLIC

SIERRA BLANCA INDEPENDENT SCHOOL DISTRICT, being a property owner of land situated in HUDSPETH County, Texas, hereby Petition the Commissioners Court of HUDSPETH County, Texas, for the closure of a public road. The proposed closure will not adversely affect the public interest, the road subject to closure having been abandoned and without improvements and/or maintenance for a period of time, and being enclosed within the property of the individual seeking closure, and no other party requiring the road to access their own separate tracts of land.

The road, or portion thereof, to be closed, is described as follows:

The Road to be closed is known N. Cammack Ave. - Adjacent to school property and boundaries
Millican Street - Adjacent to school property and boundaries
Hudspeth Street - Adjacent to school property and boundaries

The parties signed below make application for the closure of said road by filing a petition with the Hudspeth County Commissioners Court on the 30th day of March, 2021, at a regular meeting of said Court scheduled for that date.

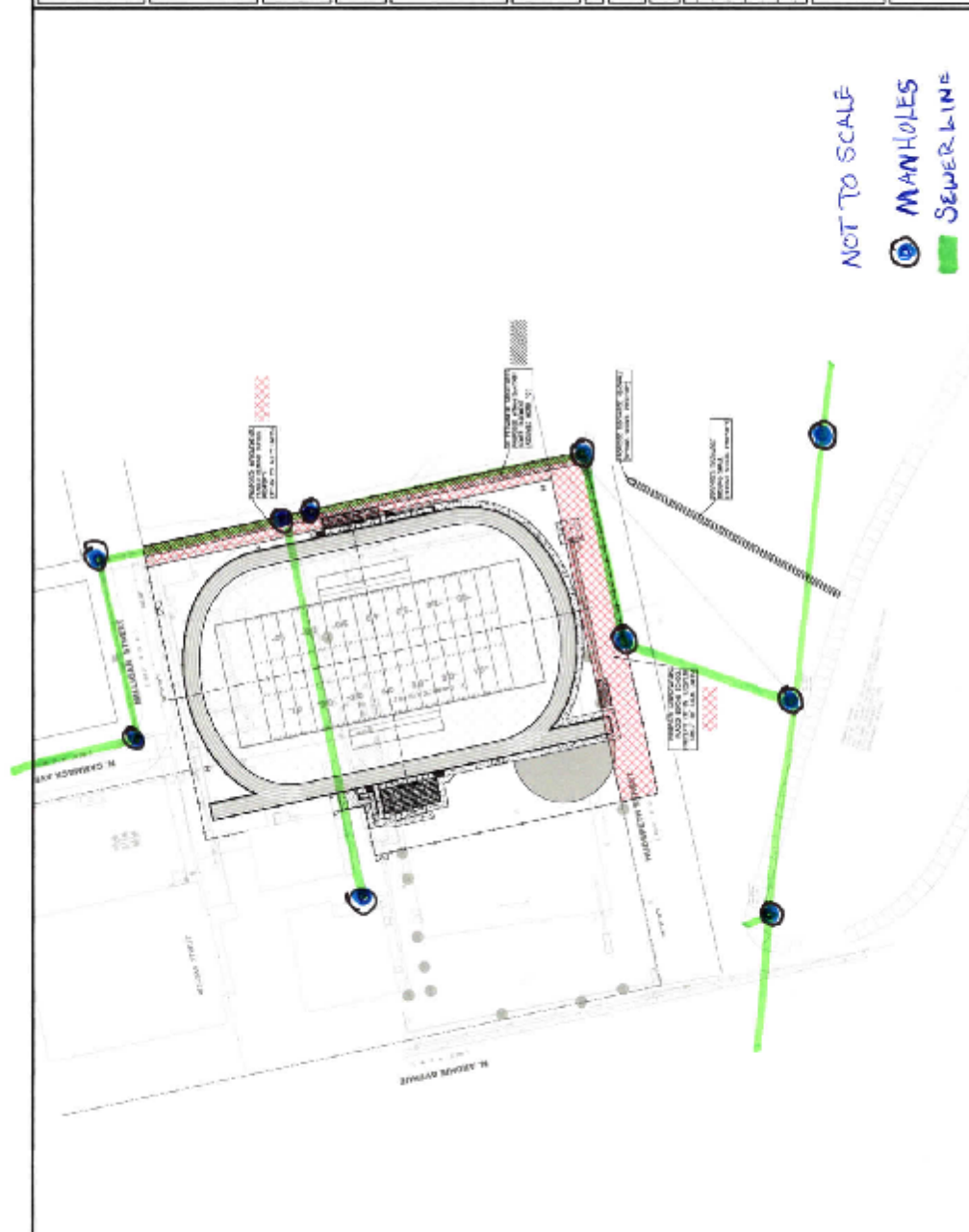
Glenn Nathan

Signature

Printed Name: Glenn Nathan, Superintendent SBISD

Address: 500 N. Sierra Blanca Ave., Sierra Blanca TX., 79851

Phone #: 915.979.2493

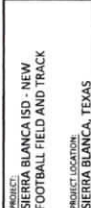




- The highlighted area is the portion of N. Cammack Ave., Millican St. and Hudspeth Street that aligns with our property, including the alley way.
- SBISD is respectfully seeking the donation of the portion of the road and alley in yellow from Hudspeth County to Sierra Blanca I.S.D. as permanent property.



OWNER:
Sierra Blanca Independent School District
100 Sierra Blanca Ave.
Sierra Blanca, TX 79851
(915) 369-3741



matrix.TURF

COMMENTS:
Drawing scale accurate ONLY when printed on 24x36
sheet.

1998-2000

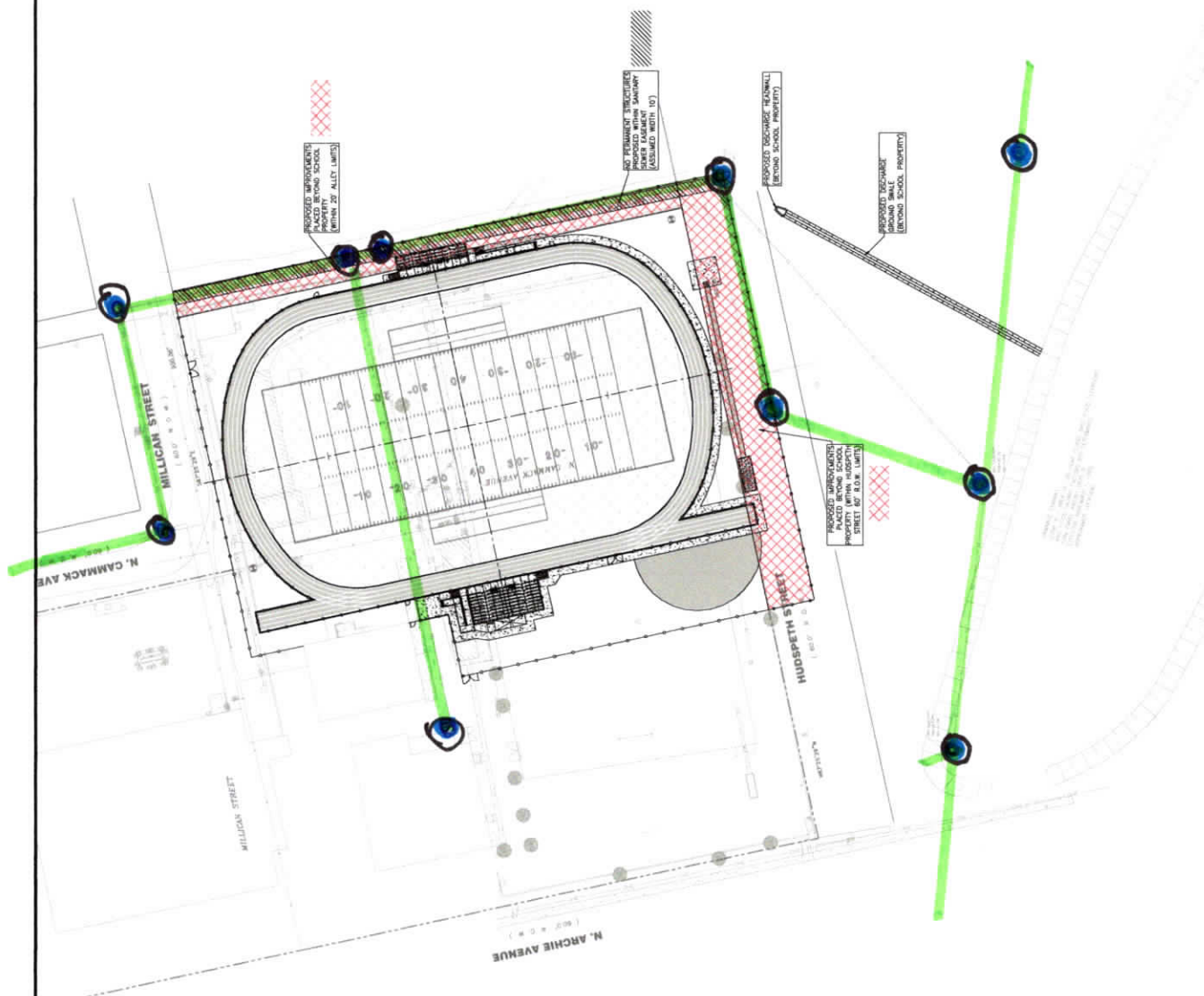
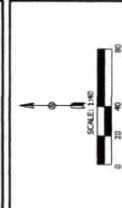
All drawings and written material appearing herein constitute original unpublished work, and may not be duplicated, used or disclosed without the written consent of Helix Construction, Inc.

DATE: February 24 2021

[illegible]

SHEET TITLE: **SITE OVERVIEW**

SHEET NUMBER: **C11**



NOT TO SCALE

MANHOLES
SEWER LINE

IN THE COMMISSIONERS COURT
OF HUDSPETH COUNTY, TEXAS

A PETITION BY SIERRA BLANCA INDEPENDENT SCHOOL DISTRICT, PROPERTY OWNER IN
HUDSPETH COUNTY
REQUESTING THE COMMISSIONERS COURT
TO CLOSE ROAD TO THE PUBLIC

SIERRA BLANCA INDEPENDENT SCHOOL DISTRICT, being a property owner of land situated in HUDSPETH County, Texas, hereby Petition the Commissioners Court of HUDSPETH County, Texas, for the closure of a public road. The proposed closure will not adversely affect the public interest, the road subject to closure having been abandoned and without improvements and/or maintenance for a period of time, and being enclosed within the property of the individual seeking closure, and no other party requiring the road to access their own separate tracts of land.

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Millican Street - Adjacent to school property and boundaries
Hudspeth Street - Adjacent to school property and boundaries

The parties signed below make application for the closure of said road by filing a petition with the Hudspeth County Commissioners Court on the 30th day of March, 2021, at a regular meeting of said Court scheduled for that date.



Signature

Printed Name: Glenn Nathan, Superintendent SBISD

Address: 500 N. Sierra Blanca Ave., Sierra Blanca TX., 79851

Phone #: 915.979.2493

Introduction & Scope of Work

NOTICE OF INTENT

Pursuant to the provisions of the Texas Government Code Chapter 2269, Subchapter F, it is the intention of Sierra Blanca ISD to select a Construction Manager At-Risk (CMAR), via a two-step process, for the construction of a new gym, CTE building, and building renovations and improvement on school property. It is the intent of Sierra Blanca ISD to **establish a contract with vendor(s) for Construction Manager at Risk – BOND CONSTRUCTION**. Awarded vendor(s) shall perform covered services under the terms of this agreement.

If successful, as part of this RFQ, the contractor shall be responsible for obtaining all necessary permits, fees, and licenses as may be required by local authorities having jurisdiction. The contractor is responsible for verifying compliance with local authorities having jurisdiction prior to commencing work.

Responding vendors shall include all information requested in the sequence and format requested. Information shall be uploaded electronically through the online bid system. This process will be completed in two (2) steps as notated below.

Step 1: Sierra Blanca ISD shall receive, publicly open and read aloud the name of the firm submitting a Statement of Qualification. Sierra Blanca ISD will select no more than five (5) respondents to complete the Step 2 process solely based on the Step 1 process. Evaluation criteria is listed in the attributes section of the online bid system.

Step 2: Respondents short-listed from Step 1 will be invited to respond to a subsequent Request for Proposal (RFP) which will include proposed rates for construction phase services. Timeline information is listed below.

Interviews may be conducted with the short list respondents after the submission of the Step 2 proposal and may be considered as part of the evaluation process. Interview information will be provided to the respondents short listed only.

After the interviews and completion of the Step 2 process, respondents will be evaluated and ranked in accordance with the criteria listed in that RFP.

Construction Manager Selection Schedule – This Schedule is Tentative and Subject to Change. All Times Listed Are Mountain Standard Time

Request for Qualifications Released	April 5, 2021
Last Day for Questions	April 9, 2021 10:00 PM
RFQ Due	April 23, 2021 12:00 PM
Chosen Respondents Notified of Step 2 Issuance	April 24, 2021
Step 2 Responses Due	May 1, 2021 12:00 PM
Step 2 Interviews (If Necessary)	May 2, 2021
Recommendation to Board of Trustees	May 5, 2021

SCOPE OF WORK

The scope of work for this project is Construction of a new gym (~\$12,000 sq. ft.), renovations and improvement to existing gym, cafeteria, annex building, classroom building, and construction of CTE building.

The site is located at 500 N. Sierra Blanca Ave., Sierra Blanca, TX. 79851

Anticipated Schedule:

Design/Construction Document Phase

May 2021 - June 2021

Proposal Phase

June 2021 – July 2021

Construction Phase

July 2021 – August 2022

Anticipated Construction Budget

\$6,500,000

Pre-Construction Services

The following services are required as part of the pre-construction services:

1. Attend regular design meetings with Sierra Blanca ISD and Architect to review project status and to develop an understanding of the project scope.
2. Consult with Sierra Blanca ISD and Architect regarding on-site and off-site development, building systems selection, material selection and identification of long lead times impacting the project schedule.
3. Provide recommendations on construction feasibility.
4. Provide alternative design solutions, including cost and schedule impacts, to determine the best value for Sierra Blanca ISD.
5. Prepare and update as needed the project schedule for review by Sierra Blanca ISD and Architect. The Construction Manager (CM) shall coordinate the project schedule with Sierra Blanca ISD and Architect.
6. Develop proposal packets as necessary to ensure construction schedule is met at the best value for Sierra Blanca ISD. The CM shall assist Sierra Blanca ISD and Architect in determining phasing, packaging and the scope.
7. Prepare a comprehensive probable cost estimate at a time determined by Sierra Blanca ISD and Architect. If the estimate exceeds the agreed upon budget, the CM shall make recommendations to Sierra Blanca ISD and Architect to reduce the cost if requested.
8. Recommend to Sierra Blanca ISD and Architect a schedule for procurement of long lead time items that will ensure project schedule is kept on task.

It is the intention of Sierra Blanca ISD to utilize the AIA Document A133-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. The A201-2017 General Conditions of the Contract for Construction, as modified by Sierra Blanca ISD will also be used. The documents will be provided during the Step 2 issuance. Any changes, modifications or exceptions must be noted on the exceptions form during the Step 2 submittal. If an agreement cannot be reached, negotiations will cease and the next highest firm.

Respondent Submission Format

1. Firm Information
 - a. Name of Firm
 - b. Address of Principal Office
 - c. Phone and Fax
 - d. Form of Business (Corporation, Partnership, Individual, Joint Venture, Other)
 - e. Year Founded
 - f. Primary Contact
2. Organization
 - a. How many years has firm been in business as a CMAR/Contractor?
 - b. How many years has firm been in business under current name?
 - c. Has firm operated under any other name?
 - d. Describe firm, date of organization, name of principals/owners/partners
3. Licensing
 - a. List jurisdictions, state & trade categories in which your organization is legally qualified to do business and indicate license number if applicable.
 - b. List jurisdictions in which your organizations partnership or trade name is filed.
4. Experience
 - a. List the categories of work your organization normally performs with its own forces.
 - b. List an subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
 - c. Claims & Suits
 - i. Has your firm ever failed to complete any work awarded to it?
 - ii. Are there any judgements, claims, arbitration, suits pending or outstanding against your organization or its officers?
 - iii. Has your organization filed any law suits or requested arbitration regarding construction contracts within the last five years?
 - d. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If yes, please attach details.
 - e. Current Work Load
 - i. List the major construction projects your organization has in progress, giving the name, location of project, the nature of the services you are providing (GC, CMaR, GMP, etc.), owner, architect, contract amount, percent complete and scheduled completion date.
 - f. Work History
 - i. List major projects constructed by your organization of the last five (5) years. For each project, provide name, nature of project/function of building, size (SF), location, cost, completion date, owner and Architect, award selection (CSP, RFP, CMAR, etc.)
5. Financial Information
 - a. If requested, Requestor must provide a copy of the previous two (2) year audited financial statements including your organizations latest balance sheet and income statement showing the following: Current Assets, Net Fixed Assets, Other Assets, Current Liabilities, Other Liabilities. Requestor must also provide the name and address of firm that prepared the financial statements and the date completed.
6. Bonding Information
 - a. Name of Bonding Company and Address of Agent
 - b. Payment and Performance Bonds (P&P Bonds) for 100% of the amount of the Anticipated Construction Budget as specified herein will be required upon execution of owner/construction manager agreement. Include a letter of intent from the named surety company indicating your firm's ability to bond for 100% of the Anticipated Construction Budget.
 - c. Provide your firms total bonding capacity. Identify how much of the capacity is currently uncommitted.

7. Insurance
 - a. Insurance requirements are listed in the Terms and Conditions attachment of the electronic bidding system.
 - b. Vendors are required to provide their NCCI Form showing the most recent EMR score.
8. Experience as a Construction Manager at Risk
 - a. Describe your organizations concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects. Describe your organizations methods for estimating costs and scheduling during the design/document phases. Which of those projects best exemplify the concepts and experience?
 - b. Attach a sample conceptual cost estimate prepared during the design phase of a project, as well as a sample of the final cost estimate/breakdown used to fix the contract amount the for construction of the same project. Identity of the project may be concealed. The intent is to see the nature and format of the cost information provided.)
 - c. Describe your organizations concept for the disposition of savings realized during construction. If the full amount returned to the owner?
 - d. Describe your organizations concept for cost contingencies both during design and during construction. What is your organizations concept for the disposition of contingency funds after the completion of the project?
 - e. Does your firm make all cost information during design and construction available to the owner and architect?



**Construction Manager at Risk - Step 1 - BOND
CONSTRUCTION - SIERRA BLANCA INDEPENDENT
SCHOOL DISTRICT
Construction Manager at Risk**

Issue Date: 4/5/2021
Questions Deadline: 4/9/2021 11:00 PM (CT)
Response Deadline: 4/23/2021 1:00PAM (CT)

Contact Information

Contact: Glenn Nathan, Superintendent
Address: 500 N. Sierra Blanca Ave.
Sierra Blanca TX., 79851
Email: gnathan@sierrablancaisd.com

Event Information

Number:

Title: Construction Manager at Risk - Step 1 - BOND CONSTRUCTION - SIERRA BLANCA INDEPENDENT SCHOOL DISTRICT

Type: Construction Manager at Risk
4/5/20121

Issue Date:

Question Deadline: 4/9/2021 11:00 PM (CT)

Response Deadline: 4/23/2021 1:00 PM (CT)

Bid Attachments

CMAR BOND CONSTRUCTION Scope of Work UPDATED.pdf

UPDATED CMAR BOND CONSTRUCTION - Scope of Work UPDATED

[Download](#)

Forms 3.1.19.pdf

[View Online](#)

Conflict of Interest, SB9 Contractor Certification, Felony Conviction, W-9, Wage Rate, Deviation Form, Form 1295 Sample

Terms and Conditions.pdf

[View Online](#)

Terms and Conditions

Requested Attachments

Company Response Submission

(Attachment required)

Vendor MUST follow the format listed in the scope of work.

NCCI Sheet

(Attachment required)

Vendor MUST upload NCCI worksheet showing most recent EMR score as requested in the scope of work

Bid Attributes

1 Term of Contract

The initial base term of the prospective contract is a period from the date of award to August 31, 2022 with the option to extend another two (2) years annually.

☐ I understand

(Required: Check if applicable)

2 Contract Acceptance

By checking this box, vendor hereby proposes and agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the RFQ/RFP, this contract and vendor proposal. The vendor further certifies that the person submitting the proposal is an officer of the company and has the authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and RFQ/RFP. This contract is between Sierra Blanca I.S.D. and the awarded vendor. The contracts mentioned in the RFQ/RFP will be provided during Step 2

☐ I accept

(Required: Check if applicable)

3 Terms and Conditions

Vendor agrees to all terms and conditions as attached and noted in the Contract and RFQ/RFP. Deviations to the terms and conditions must be listed on the deviations form and attached with the submittal. Listing exceptions is not an automatic acceptance by Sierra Blanca I.S.D. and may be grounds for non award.

☐ I agree

(Required: Check if applicable)

4 Forms

Vendor agrees to review, complete and upload all required forms attached as applicable.

☐ I agree

(Required: Check if applicable)

5 Company Profile**6 Company Name**

Provide official registered name.

(Required: Maximum 1000 characters allowed)

7 Company Contact

Provide name of person to contact.

(Required: Maximum 1000 characters allowed)

8 Company Address

Provide company address

(Required: Maximum 1000 characters allowed)

9 Contact Email Address

Provide email address for company contact

(Required: Email address)

10 Company Phone Number

Provide phone number for company contact

(____) ____ - ____ ext:

(Required)

11 Company Website

Provide company website. If no website is available, please respond n/a.

(Required: Enter URL)

1 **References**

2 Provide four (4) educational or related references company has provided services to during the past 12 months. Information must have Agency Name, Contact person, person's title, phone number and email address. References will be contacted for scoring and MUST respond. Failure to provide references that will respond will result in non-award. Sierra Blanca I.S.D. reserves the right to non award a vendor based on lack of reference responses or low scoring responses. REFERENCES WILL BE CONTACTED IMMEDIATELY UPON BID CLOSING. REFERENCES MUST RESPOND TO RANKING REQUEST IMMEDIATELY TO BE CONSIDERED.

1 **Reference #1**

3

(Required: Maximum 1000 characters allowed)

1 **Reference #2**

4

(Required: Maximum 1000 characters allowed)

1 **Reference #3**

5

(Required: Maximum 1000 characters allowed)

1 **Reference #4**

6

(Required: Maximum 1000 characters allowed)

1 **Minority and Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB) and Small Business Enterprise (SBE)**

7 Sierra Blanca I.S.D. encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. These entities must meet the same minimum standards and requirements as the prime contractor. Vendor is responsible for pre-qualifying any subcontractors offered as HUB, MWBE and SBE participants. See TEX. GOV'T. CODE, Chapter 2161.

1 **Minority & Women's Business Enterprise (MWBE), Historically Underutilized Business(HUB) and Small Business (SBE)**

8 Sierra Blanca I.S.D. encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. Vendor is responsible for pre-qualifying any subcontractors offered as HUB, MWBE and SBE participants. See TEX. GOV'T. CODE, Chapter 2161

☐ ##

(Optional: Check if applicable)

1
9**Minority/Women's Business Enterprise – MWBE**

If vendor is certified as a Minority/Women's Business Enterprise – MWBE, provide the entity that issued the certification as well as the percentage of vendor's business with WMBE vendors. If vendor is not certified, leave response blank. Proof of certification will be required after bid award.

(Optional: Maximum 1000 characters allowed)

2
0**Historically Underutilized Businesses – HUB**

If vendor is certified as a Historically Underutilized Businesses – HUB, provide the entity that issued the certification as well as the percentage of vendor's business with HUB vendors. If vendor is not certified, leave response blank. Proof of certification will be required after bid award.

(Optional: Maximum 1000 characters allowed)

2
1**Small Business Enterprise – SBE**

If vendor is certified as a Small Business Enterprise – SBE, provide the entity that issued the certification as well as the percentage of vendor's business with SBE vendors. If vendor is not certified, leave response blank. Proof of certification will be required after bid award.

(Optional: Maximum 1000 characters allowed)

2
2**Principal Place of Business**

To comply with the non-resident vendor laws detailed in TEX. GOV'T. CODE Chapter 2252, Sierra Blanca I.S.D. must determine the residency of its vendors. Sierra Blanca I.S.D. may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. See TEX. GOV'T. CODE § 2252.003. This requirement does not apply to a contract involving federal funds. "Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a resident. See TEX. GOV'T. CODE § 2252.001. Provide City and State of Vendor's Principal Place of Business

(Required: Maximum 1000 characters allowed)

2
3**Vendor Questionnaire**2
4**Number of Employees**

Provide the total number of employees working directly for the vendor

(Required: Maximum 1000 characters allowed)

2
5

Years in Business

Provide the number of years in business

(Required: Numbers only)

2
6

Payment Terms & Conditions

Sierra Blanca I.S.D. has a standard N30 payment term. Provide information if vendor provides a discount for early payment

(Optional: Maximum 1000 characters allowed)

2
7

Solicitation Terms and Conditions

2
8

Financial Information

Vendor agrees to provide financial information including but not limited to: audited financial statements (private company), income statement, balance sheet and cash flow statement (public company) if requested.

☐ I agree

(Required: Check if applicable)

2
9

Prohibition of Contact

Offerors are prohibited from approaching members of the Board, SBISD employees, sub-contractors, agents, and representatives, or any officer of the SBISD in an attempt to gain an advantage in the award process, after this solicitation has been formally advertised to the public for solicitation of submittals. The SBISD may, by written notification to the Offeror, reject an offer for violation of this clause

☐ I agree

(Required: Check if applicable)

3
0

Antitrust Certification Statement

I affirm under penalty of perjury of the laws of the State of Texas that: I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual ("Company") listed below; In connection with this bid/proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, TEX. BUSINESS & COMMERCE CODE, Chapter 15; In connection with this bid/proposal, neither I nor any representative of the Company have violated any federal antitrust law; and Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid/proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company. I further affirm under penalty of perjury of the laws of the State of Texas that: • The proposal submitted by the Company is genuine and is not collusive or sham; • The Company has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the bid price or of any other Vendor, or to fix any overhead, profit or cost element of said bid price, or of that of any other vendor, or to secure any advantage against ASC or any person interested in the proposed contract; and • All statements in Company's proposal are true.

☐ I agree

(Required: Check if applicable)

3
1 **Certification of Compliance Regarding Texas Family Code**

As per Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit: I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract. I understand that under this doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract is NOT eligible to bid or receive a state contract.

☐ I agree

(Required: Check if applicable)

3
2 **Certification of Compliance Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. • The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. • Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

☐ I agree

(Required: Check if applicable)

3
3 **Grants, Subgrants, Cooperative Contracts and Contracts Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his/her knowledge and belief, that: 1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract. 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with this Federal grant or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions. 3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly. In addition I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

☐ I agree

(Required: Check if applicable)

3
4**Compliance Certification with the Davis-Bacon Wage Determination Issued by the Department of Labor**

The Davis-Bacon Wage Determinations are wage determinations issued by the U.S. Department of Labor under the Davis-Bacon and related acts. The Wage and Hour Division of the U.S. Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects. It is the responsibility of the federal agency that funds or financially assists Davis-Bacon covered construction projects to ensure that the proper Davis-Bacon wage determination(s) is/are applied to such construction contracts(s). See 29 CFR 1.5 and 1.6 (b). I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the programs subject to the Davis Bacon Act (40 U.S.C. 276a et seq.) and the Regulations of the Department of Labor, 29 CFR part 5 and Texas Government Code section 2258.

☐ I agree

(Required: Check if applicable)

3
5**Compliance Certification with Buy America Provisions**

I, the vendor, am in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

☐ I agree

(Required: Check if applicable)

3
6**Compliance Certification with Foreign Nations**

I, the vendor, am in compliance with all applicable provisions of Government Codes 2252 & 2270. This code requires vendors agree to NOT boycott Israel or do business with companies that boycott Israel. In addition vendor cannot do business with Iran, Sudan or a known terrorist organization. By submitting a response to this solicitation, vendor certifies compliance with this code. In accordance with A.R.S. 35-391 and A.R.S. 35-393, the contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

☐ I agree

(Required: Check if applicable)

3
7**Certification of Non-Collusion**

I, the vendor, certify under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. The vendor agrees to comply with all Federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as noted above, in the RFQ/RFP, and in the Contract and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the proposed price, overhead, profit or cost element of any other vendor, or to secure any advantage against Sierra Blanca I.S.D. or any person interested in the proposed contract

☐ I agree

(Required: Check if applicable)

3
8**Contractor Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance proper with the various state statutes where this contract will operate. Participating government entities including school districts may request verification of compliance from any Contractor or subcontractor performing work under this contract. These entities reserve the right to confirm compliance in accordance with applicable laws. Should the participating entities suspect or find that the contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor. The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program. Contractor shall comply with governing board policy of the participating entities in which work is being performed.

☐ I agree

(Required: Check if applicable)

39 Compliance Certification with Fingerprinting and Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District. The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

☐ I agree

(Required: Check if applicable)

40 Certification of Compliance with Texas House Bill 1295

House Bill 1295 was adopted by the Texas Legislature in 2015, adding section 2252.908 to Texas Government Code. The new law states a Texas governmental entity or Texas State Entity may not enter into certain contracts with a business entity unless the business submits a disclosure of interested parties to the Texas Governmental entity or Texas State Agency when the entity submits the signed contract to the governmental entity or state agency. The law applies only to contracts with Texas governments and entities that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1,000,000 on any contracts entered into after January 1, 2016. The new HB 1295 electronic form is provided for information only. Vendor will be required by Sierra Blanca I.S.D. to complete this form. It will be requested before recommendation of award. Vendor agrees to complete form 1295

☐ I agree

(Required: Check if applicable)

41 Exceptions to Contract or General and Solicitation Terms & Conditions

Vendor is requested to accept all terms and conditions as listed in this RFQ/RFP and contract. Any exceptions to the terms and conditions must be noted on the exceptions form and uploaded with the vendor response. Exceptions listed in any other location will not be considered. Vendor must reference the term name or number and the requested change. Changes requested after the submittal will not be considered or accepted. Deviations or exceptions stipulated may result in disqualification.

☐ I agree

(Required: Check if applicable)

42 Assignment of Contract

This contract cannot be assigned without prior written approval from ESC Region 19 and approval of assignment documents.

☐ I agree

(Required: Check if applicable)

43 Termination With Cause

Should a contract be terminated by Sierra Blanca I.S.D. with cause, vendor may not respond or become awarded on a new contract for 36 months

☐ I understand

(Required: Check if applicable)

44 Evaluation Criteria & Bid Award

This RFP will be evaluated on the following criteria:

Experience 35%, Past Performance- 20%, Project Management and Scheduling 15%, Qualifications of Assigned Personnel- 10%, References- 5%, Safety record 5%, Bonding Capacity- 5%, Local Presence- 5%

Sierra Blanca I.S.D. reserves the right to award vendors in the best interest of the cooperative including awarding single or multiple vendors depending on item value and availability

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature



Learning Loss Recovery Plan – Sierra Blanca I.S.D.

Location: Sierra Blanca, TX.
Hudspeth County
Current Enrollment: 133 students
Grades Served: PK -12
Campuses: 1
Teachers: 11
Staff: 7



Additional Days K-12

- ADSY Strategy funding applies for K-5, however there is a need in 6-12 as well.
- Learning loss in SY19-20 and SY20-21, coupled with previous knowledge gaps is compounded.
- Plan to increase school days for K-12 by 30 days for 4 years.

**$\$55 \times 133 \text{ students} \times 30 \text{ days} \times 4 \text{ years}$
 $= \$877,800$**



Individualized Learning Plans

- Previous needs plus home and environmental challenges stemming from the pandemic create unique learning needs that must be addressed through personalized learning plans.
- This includes additional learning resources, assessment support, digital tools.
- Small enrollment creates a higher per student cost.
- Provide high dosage tutoring before school, after school, summer school, and during intersessions.

Projected expense:
 $\$250,000 \times 4 \text{ years} = \1 million



Staffing and Support

- Academic, Behavioral, Social, Emotional and Mental needs require a full-time counselor.
- Hiring of instructional aides
- Hiring of additional teachers instead of multi-grade classrooms.
- Training and professional development for all staff.

1 Full-Time Counselor = \$75,000/year
5 Additional Teacher = \$65,000/year
5 Additional Aides = \$35,000/year
PD for all Staff = \$50,000/year

Projected Expense for 4 years:
 $\$2.5 \text{ million}$



Technology, Facilities, and PPE

- HVAC improvements for MERV 13 Rating
- Purchase/Replace chromebooks for 1:1 ratio.
- Office 365 licensing and managed server support.
- Construction cost increase due to COVID for previously planned improvements.
- Mobile hot spots with data plans
- Transportation for students.
- COVID Rapid Testing Kits
- PPE

Projected Expense of \$2.5 million

**TOTAL PROJECTED EXPENSE
AND FUNDS NEEDED TO
RECOVER LOST LEARNING IN
SBISD = $\$6,677,800$**

Current Financial Standing

	Beg FB	Revenues	Other Fin Sources	Expenditures	Encumbrances	Estimated FB @ 2/28/21
Fund 101	9,780.42	61,837.50	-	62,749.92	1,419.52	7,448.48
Fun 199	1,117,579.13	1,434,611.61	255,082.57	1,209,673.58	9,320.31	1,588,279.42
Total	1,127,359.55	1,496,449.11	255,082.57	1,272,423.50	10,739.83	1,595,727.90

Total Operating Exp and Encumb 1,283,163.33
 Exp Monthly Average 160,395.42
 Approx # months available in FB 9.95

\$160,395.42 x 3.95 =
\$633,591 to keep at 6
months operating expenses

Estimates for Various Projects

- Bus Barn (20x50 metal building)
 - \$25,000
- Property Acquisition for bond
 - \$12,000 - \$16,000
- Additional Transportation (Bus)
 - \$60,000 - \$75,000
- Teacher Housing
 - \$50,000 - \$75,000 per mobile home (New 2 bedroom, 1 bath or 3 bedroom, 2 bath)
 - Purchase 4 homes

Estimates for Various Projects

- Welding Equipment
 - \$8,000
- Tools and Machinery
 - \$10,000
- CTE Computers and Licensing
 - \$30,000
- Weight Room
 - \$35,000

Estimates for Various Projects

- Football Scoreboards
 - \$20,000
- Basketball Scoreboards
 - \$12,000
- Track Timing System
 - \$7,500
- New Sports Equipment (football, basketball, volleyball, track, golf)
 - \$20,000

Estimates for Various Projects

- Technology Server Upgrade
 - \$50,000
- New Laptops;/Computers for Faculty and Staff
 - \$25,000
- Technology for students
 - \$99,750
- Licensing for office productivity applications
 - \$15,000 per year



Events

Convention

Foundations

Workshops

Governance Camp

SB 1566 Training

Spring Workshops

Summer

Leadership (SLI)

- Registration
- COVID-19 Guidelines
- Schedule of Events
- Future Dates
- SLI FAQs

XG Summit

Summer Leadership Institute (SLI)



The 2021 Summer Leadership Institute is back again with the same high-quality, deep-dive learning you have come to know and love over the years full of actionable ideas and strategies to elevate the work you do in your district!

We are thrilled to be offering several options for attending SLI this year! Whether you opt to join us for our limited-attendance in-person conferences in San Antonio and Fort Worth, or you decide that joining us virtually is your best option for this year—we have something for everyone!

Limitations on in-person attendance

Your health and wellbeing is our number one priority, and while we would love for everyone to have their first choice when it comes to attendance options, we do have in-person attendance limitations in place due to COVID-19. To make the opportunity to attend in person as equitable as possible, we have opted to use a lottery system for all districts who submit the names of board members online.

Learn more about the [Schedule of Events](#), [registration options](#), and [health and safety measures](#) at the events.

Registration and housing

New for 2021, TASB will utilize a lottery system for districts wishing to send board members to attend SLI in-person. Continue

reading our new protocols for this year on the [registration page](#).

Additional information

For additional information about this event, contact us directly for support at 800.580.8272.

- **FAQ**, designed to answer the [top questions](#) we get about SLI
- **Registration and MyTASB**, e-mail registrar@tasb.org
- **Housing**, Convention Housing Management (CHM), Toll-free 800.563.6493 or e-mail sli@chmrooms.com.
- **Meeting Planner**, extension 2461, or e-mail mandy.begley@tasb.org
- **Program and additional information**, extension 2462, or e-mail kathy.dundee@tasb.org

Thank you to our 2021 sponsors



TASB and Member Highlights

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Related Entities

[TASB Risk Management Fund](#)
[TASB Energy Cooperative](#)
[First Public BuyBoard](#)
[TASA | TASB Convention Area School Board Associations](#)

	Grade 3 ELA							
	1Q9W	2Q3W	2Q6W	2Q9W	3Q3W	3Q6W	3Q9W	4Q3W
Approaches %	50%	57%	50%	50%	TEA Interim Assessment	83%	83%	
Meets %	17%	29%	33%	50%		67%	67%	
Masters %	17%	29%	33%	17%		50%	50%	
HB3 Board Goal Meets % SY 2020-2021	40%	40%	40%	40%	40%	40%	40%	40%
At or Above Goal	✖	✖	✖	✓		✓	✓	

	Grade 4 ELA							
	1Q9W	2Q3W	2Q6W	2Q9W	3Q3W	3Q6W	3Q9W	4Q3W
Approaches %	80%	45%	50%	78%	TEA Interim Assessment	89%	22%	
Meets %	40%	27%	50%	56%		33%	11%	
Masters %	10%	9%	30%	44%		0%	0%	
HB3 Board Goal Meets % SY 2020-2021	40%	40%	40%	40%	40%	40%	40%	40%
At or Above Goal	✓	✖	✓	✓		✖	✖	

	Grade 5 ELA							
	1Q9W	2Q3W	2Q6W	2Q9W	3Q3W	3Q6W	3Q9W	4Q3W
Approaches %	88%	62%	71%	71%	TEA Interim Assessment	86%	100%	
Meets %	88%	25%	43%	29%		71%	100%	
Masters %	62%	25%	43%	0%		71%	86%	
HB3 Board Goal Meets % SY 2020-2021	40%	40%	40%	40%	40%	40%	40%	40%
At or Above Goal	✓	✖	✓	✖		✓	✓	

	Grade 6 ELA							
	1Q9W	2Q3W	2Q6W	2Q9W	3Q3W	3Q6W	3Q9W	4Q3W
Approaches %				50%	TEA Interim Assessment	0%	43%	
Meets %				50%		0%	0%	
Masters %				17%		0%	0%	
HB3 Board Goal Meets % SY 2020-2021	40%	40%	40%	40%	40%	40%	40%	40%
At or Above Goal	✖	✖		✓		✖	✖	

	Grade 7 ELA							
	1Q9W	2Q3W	2Q6W	2Q9W	3Q3W	3Q6W	3Q9W	4Q3W
Approaches %				50%	TEA Interim Assessment	0%	0%	
Meets %				50%		0%	0%	
Masters %				17%		0%	0%	
HB3 Board Goal Meets % SY 2020-2021	40%	40%	40%	40%	40%	40%	40%	40%
At or Above Goal	✖	✖	✖	✓		✖	✖	

	Grade 8 ELA							
	1Q9W	2Q3W	2Q6W	2Q9W	3Q3W	3Q6W	3Q9W	4Q3W
Approaches %				33%	TEA Interim Assessment	0%	50%	
Meets %				33%		0%	33%	
Masters %				33%		0%	33%	
HB3 Board Goal Meets % SY 2020-2021	40%	40%	40%	40%	40%	40%	40%	40%
At or Above Goal	✖	✖	✖	✖		✖	✖	

	English 1							
	1Q9W	2Q3W	2Q6W	2Q9W	3Q3W	3Q6W	3Q9W	4Q3W
Approaches %	78%	89%	33%	29%	TEA Interim Assessment	17%	17%	
Meets %	44%	44%	11%	14%		0%	17%	
Masters %	11%	11%	0%	0%		0%	0%	
HB3 Board Goal Meets % SY 2020-2021	46%	46%	46%	46%	46%	46%	46%	46%
At or Above Goal	✓	✓	✖	✖		✖	✖	

	English 2							
	1Q9W	2Q3W	2Q6W	2Q9W	3Q3W	3Q6W	3Q9W	4Q3W
Approaches %	89%	80%	100%	62%	TEA Interim Assessment	56%	100%	
Meets %	89%	70%	67%	50%		0%	100%	
Masters %	56%	30%	0%	0%		0%	75%	
HB3 Board Goal Meets % SY 2020-2021	46%	46%	46%	46%	46%	46%	46%	46%
At or Above Goal	✓	✓	✓	✓		✖	✓	

	Grade 3 Math							
	1Q9W	2Q3W	2Q6W	2Q9W	3Q3W	3Q6W	3Q9W	4Q3W
Approaches %	57%	71%	67%	33%	TEA Interim Assessment	75%	86%	
Meets %	43%	43%	67%	17%		75%	83%	
Masters %	14%	43%	0%	0%		0%	17%	
HB3 Board Goal Meets % SY 2020-2021	33%	33%	33%	33%	33%	33%	33%	33%
At or Above Goal	✓	✓	✓	✗		✓	✓	

	Grade 4 Math							
	1Q9W	2Q3W	2Q6W	2Q9W	3Q3W	3Q6W	3Q9W	4Q3W
Approaches %	90%	36%	50%	25%	TEA Interim Assessment	25%	56%	
Meets %	60%	27%	40%	12%		0%	11%	
Masters %	40%	9%	30%	0%		0%	0%	
HB3 Board Goal Meets % SY 2020-2021	33%	33%	33%	33%	33%	33%	33%	33%
At or Above Goal	✓	✗	✓	✗		✗	✗	

	Grade 5 Math							
	1Q9W	2Q3W	2Q6W	2Q9W	3Q3W	3Q6W	3Q9W	4Q3W
Approaches %	89%	75%	75%	38%	TEA Interim Assessment	62%	75%	
Meets %	67%	38%	50%	12%		38%	50%	
Masters %	11%	25%	38%	0%		25%	12%	
HB3 Board Goal Meets % SY 2020-2021	33%	33%	33%	33%	33%	33%	33%	33%
At or Above Goal	✓	✓	✓	✗		✓	✓	

	Grade 6 Math							
	1Q9W	2Q3W	2Q6W	2Q9W	3Q3W	3Q6W	3Q9W	4Q3W
Approaches %	100%	86%	0%	29%	TEA Interim Assessment	0%	0%	
Meets %	100%	43%	0%	0%		0%	0%	
Masters %	14%	29%	0%	0%		0%	0%	
HB3 Board Goal Meets % SY 2020-2021	33%	33%	33%	33%	33%	33%	33%	33%
At or Above Goal	✓	✓	✗	✗		✗	✗	

	Grade 7 Math							
	1Q9W	2Q3W	2Q6W	2Q9W	3Q3W	3Q6W	3Q9W	4Q3W
Approaches %	100%	100%	0%	50%	TEA Interim Assessment	0%	0%	
Meets %	100%	100%	0%	0%		0%	0%	
Masters %	80%	75%	0%	0%		0%	0%	
HB3 Board Goal Meets % SY 2020-2021	33%	33%	33%	33%	33%	33%	33%	33%
At or Above Goal	✓	✓	✗	✗		✗	✗	

	Grade 8 Math							
	1Q9W	2Q3W	2Q6W	2Q9W	3Q3W	3Q6W	3Q9W	4Q3W
Approaches %	62%	50%	38%	50%	TEA Interim Assessment	0%	38%	
Meets %	50%	38%	38%	25%		0%	0%	
Masters %	38%	38%	38%	12%		0%	0%	
HB3 Board Goal Meets % SY 2020-2021	33%	33%	33%	33%	33%	33%	33%	33%
At or Above Goal	✓	✓	✓	✗		✗	✗	

	Algebra 1							
	1Q9W	2Q3W	2Q6W	2Q9W	3Q3W	3Q6W	3Q9W	4Q3W
Approaches %	100%	100%	0%	20%	TEA Interim Assessment	0%	20%	
Meets %	78%	75%	0%	0%		0%	0%	
Masters %	33%	12%	0%	0%		0%	0%	
HB3 Board Goal Meets % SY 2020-2021	60%	60%	60%	60%	60%	60%	60%	60%
At or Above Goal	✓	✓	✗	✗		✗	✗	

Student Name	CCMR	TSI ELA/Reading & Math	TSI ELA/Reading	TSIA Reading	College Prep ELA	TSI Math	TSIA Math	College Prep Math
Student 1	Met CCMR Before SY 20-21	N	Y	Y	SY 20-21	N	N	SY 20-21
Student 2	Met CCMR Before SY 20-21	-	-	-	SY 20-21	-	-	SY 20-21
Student 3	Met CCMR Before SY 20-21	Y	Y	Y	SY 20-21	Y	Y	SY 20-21
Student 4	Met CCMR Before SY 20-21	N	Y	Y	SY 20-21	N	N	SY 20-21
Student 5	Met CCMR June 2021	-	-	-	SY 20-21	-	-	SY 20-21
Student 6	Met CCMR June 2021	-	-	-	SY 20-21	-	-	SY 20-21
Student 7	Met CCMR June 2021	-	-	-	SY 20-21	-	-	SY 20-21
Student 8	Met CCMR June 2021	-	-	-	SY 20-21	-	-	SY 20-21
Student 9	Met CCMR June 2021	-	-	-	SY 20-21	-	-	SY 20-21
Student 10	Met CCMR June 2021	N	N	N	SY 20-21	N	N	SY 20-21
Student 11	Met CCMR June 2021	-	-	-	SY 20-21	-	-	SY 20-21
Student 12	Met CCMR June 2021	-	-	-	SY 20-21	-	-	SY 20-21
Student 13	Met CCMR June 2021	-	-	-	SY 20-21	-	-	SY 20-21
Student 14	Met CCMR June 2021	-	-	-	SY 20-21	-	-	SY 20-21
Student 15	Met CCMR June 2021	-	-	-	SY 20-21	-	-	SY 20-21
Student 16	Met CCMR June 2021	-	-	-	SY 20-21	-	-	SY 20-21

- If we upgrade our technology in order to offer expanded course options including CTE (blended learning opportunities)
 - Watson, John. (n.d.). Blended Learning: The Convergence of Online and Face-to-Face Education. *Promising Practices in Online Learning*. Retrieved from: <https://files.eric.ed.gov/fulltext/ED509636.pdf>
- If we provide students with competitive opportunities that expose them to the taste of victory in the realm of academia and students become extremely enthusiastic and engaged learners.
 - Sifferlin, Alexandra. (2014, April 29). This is What Actually Predicts Success. *Time Magazine*. Retrieved from: time.com/80417/this-is-what-actually-predicts-success/
- If we form an education foundation to provide support and scholarship opportunities for our students
 - Herk, Monica (2016, October 27). Helping More Students Complete College: The Role of Emergency Aid. Retrieved from: <https://www.ced.org/blog/entry/helping-more-students-complete-college-the-role-of-emergency-aid>
- Then upon leaving our school SBISD students shall be well prepared to compete with the nation's highest achievers.

**Board's Constraints
for the Board**

The Board shall operate within the Board's role, as defined above, and the Board's operating procedures. The Board, either collectively or through the actions of individual Board Members, shall not:

- SBISD board members shall not deviate from the agenda.
- SBISD board members shall not invite parents and not respond to the parents and consider the item requested at the next scheduled board meeting.
- SBISD Board member should never involve themselves in a situation where they are deemed to be "trying to run the campus.

**Board Self-
Evaluation**

The Board shall conduct formative self-evaluations at least quarterly and, within 45 days prior to conducting the annual Superintendent evaluation, an annual summative evaluation. The Board shall self-evaluate using the most current version of the Board's Quarterly Progress Tracker found in the Lone Star Governance manual.